

**CONTRACT SERVICE ARRANGEMENT
AGREEMENT** Case Number TN05-H571-02

This Contract Service Arrangement (CSA) Agreement ("Agreement") is by and between BellSouth Telecommunications, Inc., a Georgia corporation, d/b/a BellSouth, ("Company" or "BellSouth") and BFS Retail & Commercial Operations, LLC, a Delaware limited liability company ("Customer" or "Subscriber"), on behalf of and for the benefit of Customer's Firestone Tire & Service Centers, and is entered into pursuant to Tariff Section A5 of the General Subscriber Services Tariff. This Agreement is based upon the following terms and conditions as well as any Attachment(s) affixed which have been executed by both parties hereto, and the appropriate lawfully filed and approved tariffs which are by this reference incorporated herein.

1. Subscriber requests and Company agrees, subject to the terms and conditions herein, to provide the service described in this Agreement at the monthly and nonrecurring rates, charges, and conditions as described in this Agreement ("Service"). The rates, charges, and conditions described in this Agreement are binding upon Company and Subscriber for the duration of this Agreement. For the purposes of the effectiveness of the terms and conditions contained herein, this Agreement shall become effective upon execution by both parties. For purposes of the determination of any service period stated herein, said service period shall commence the date upon which installation of the service is completed, which shall mean that Service is installed and in good working order.
2. Company agrees to provide Subscriber notice of any additional tariffed services required for the installation of the Service. Subscriber agrees to be responsible for all rates, charges and conditions for any additional tariffed services that are ordered, and the changes with respect to which are agreed in writing to be paid, by Subscriber.
3. This Agreement is subject to and controlled by the provisions of Company's or any of its affiliated companies' lawfully filed and approved tariffs, including but not limited to Section A2 of the General Subscriber Services Tariff and No. 2 of the Federal Communications Commission Tariff and shall include all changes to said tariffs as may be made from time to time. If any material change is made to said tariffs in a manner that materially and adversely affects Customer's rights or responsibility under the express terms and conditions of this Agreement, Company and Customer shall negotiate in good faith mutually acceptable tariff amendment. In the event that the parties are unable to agree on appropriate revisions after engaging in good faith negotiation for a reasonable period of time, Customer shall be permitted to terminate the affected services without termination charges. All appropriate tariff rates and charges shall be included in the provision of this service. The rate charges and provision of the tariff will apply except to the extent this Agreement contains express rates, charges and provisions specifically in conflict therewith in which case the express rates, charges and provisions of this Agreement will control.
4. This Agreement may be subject to the appropriate regulatory approval prior to commencement of installation. Should such regulatory approval be denied, after a proper request by Company, this Agreement shall be null, void, and of no effect, and any and all prepaid fees shall promptly be refunded to Subscriber.
5. If Subscriber cancels this Agreement prior to the completed installation of the Service, but after the execution of this Agreement by Subscriber and Company, Subscriber shall pay all reasonable costs incurred in the implementation of this Agreement prior to receipt of written notice of cancellation by Company. Notwithstanding the foregoing, such reasonable costs shall not exceed all costs which would apply if the work in the implementation of this Agreement had been completed by Company.
6. The rates, charges, and conditions described in this Agreement may be based upon information supplied to Company by the Subscriber, including but not limited to forecasts of growth. If so, Subscriber agrees to be bound by the information provided to Company by an authorized representative of Subscriber. Should Subscriber fail to meet its Minimum Quantity Requirements at any time during the term of this Agreement, Subscriber shall pay to Company the amount agreed to

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between the parties in the state specific Attachment to this Agreement. Notwithstanding the foregoing, in the event of (i) a business downturn beyond Subscriber's control or (ii) a business divestiture, either of which reduces the size or scope of Subscriber's operations and the volume of Services required by Subscriber under this Agreement, the parties will, if requested by Customer, negotiate in good faith to modify the requirements of this Agreement in a writing executed by both parties to this Agreement.

7. (a) If Subscriber cancels this Agreement at any time prior to the expiration of the service period set forth in this Agreement, Subscriber shall be responsible for all termination charges. Termination Charges shall not apply in the event of cancellation by Subscriber for cause. Unless otherwise specified by the tariff, termination charges are defined as all reasonable charges due or remaining as a result of the minimum service period agreed to by the Company and Subscriber and set forth in this Agreement.

(b) Notwithstanding the provisions of BellSouth's Tennessee tariffs (Section A2.3.17(A)(1)), the Company may terminate Service for a material violation of any of the regulations contained in the tariff if such violation is not cured by Subscriber within thirty (30) days of the date of receipt of notice regarding such violation provided, however, that Company may suspend the Service immediately if Subscriber violates Company's Acceptable Use Policy or uses the service in a manner that detrimentally interferes with the network or any other user.

(c) Subscriber further acknowledges that it has options for its telecommunications services from providers other than Company and that it has chosen Company to provide the services in this Agreement. Accordingly, if Subscriber assigns this Agreement to a certified reseller of Company local services and the reseller executes a written document agreeing to assume all requirements of this Agreement, Subscriber will not be billed termination charges. However, Subscriber agrees that in the event it terminates this Agreement or services purchased pursuant to this Agreement in order to obtain services from a facilities based service provider or a service provider that utilizes unbundled network elements, Subscriber will be billed, as appropriate, termination charges as specified in this Agreement.

8. Company represents and warrants that (i) the Service will be provided in a good and workmanlike manner, according to standards generally accepted in the industry and accepted by Company and (ii) notwithstanding the provisions of BellSouth's Tennessee tariffs (Section A2.3.12), Company will not change the telephone numbers assigned to Subscriber unless such change is required to comply with applicable law or is otherwise necessary, in BellSouth's reasonable judgment.
9. Each party agrees to regard and preserve as confidential and proprietary all Confidential Information. "Confidential Information" shall mean all information in whatever form or medium that relates to past, present, or future research, development, and business activities of either party, and its affiliates, and its affiliates' customers, systems, procedures, algorithms, and data (including, without limitation, those contained in databases) which are related to these activities, information related to the operations, planning, control, and marketing of the business interests and products of a party and its affiliates, any information which affects publicly held securities, and any other information about its business affairs and the business affairs of its affiliates which a party deems to be confidential and/or proprietary, which such party and its employees and agents may acquire possession of or access to by reason of the provision of Service under this Agreement. This term shall also include all information and software belonging to third parties that was provided to the receiving party or its affiliates in confidence to which the disclosing party may have access by reason of this Agreement. Company agrees to keep such information confidential and to prevent its disclosure to any person, firm or enterprise unless authorized by the disclosing party in writing. Information shall not be considered confidential to the extent, but only to the extent, that such information is: (i) already known to the receiving party free of any restriction at the time it is obtained from the other party; (ii) subsequently learned from an independent third party free of any restriction and without breach of this Agreement; (iii) is or becomes publicly available through no wrongful act of either party; (iv) is independently developed by one party without reference to any confidential information of the other; or (v) required to be disclosed pursuant to a requirement of a

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governmental agency or law so long as the parties provide each other with prompt written prior notice of such requirements and to cooperate in the other party's efforts in preventing such disclosure.

10. (a) Amounts on correct and undisputed invoices shall be due within thirty (30) days of the date of invoice. Notwithstanding the provisions of BellSouth's Tennessee tariffs (Section A2.4.3(C)(1)), in the event of a late payment by Subscriber of any undisputed amount, Subscriber may be charged a late fee equal to the lesser of the late payment charge specified in the tariff or the maximum amount permitted by applicable law. Subscriber agrees that a regional account will be set up on behalf of Customer and that Customer shall receive a regional account statement monthly, which will provide for the total amount due with respect to all Firestone Tire & Service Centers for a particular billing period.

(b) A late payment charge of up to three percent (3%) will be applied to the unpaid balance of the Customer's bill when the previous month's bill has not been paid in full prior to the next billing date. This late payment charge will not apply to specific charges disputed or contested by the Customer, including any applicable taxes, fees or charges directly related to the disputed amount. In the event that a late payment charge has been applied to the Customer's bill, BellSouth will issue a credit during the next billing cycle in an amount equal to two-thirds of the late payment charge amount.

11. (a) Company hereby agrees to save, protect, defend, indemnify, and hold Subscriber harmless from and against any and all claims, liabilities, demands, damages, judgments, awards, settlements, expenses, or losses, including, without limitation, costs of litigation and reasonable attorneys' fees, to the extent arising out of the negligence or intentional misconduct of Company, its employees, or its permitted subcontractors while on Subscriber's premises and damage to tangible personal property and physical bodily injuries (including death) to any persons, caused by Company, its employees, agents, or permitted subcontractors. Company, at its option, may control the defense of any claim subject to the foregoing indemnity, and Subscriber will cooperate with Company in such defense in all reasonable respects, at no cost to Subscriber.

(b) Intellectual Property Indemnification -- Patent and Copyright Indemnity: (i) If any Services furnished under this Agreement infringes any United States patent, trademark, copyright, or trade secret and a claim or suit is brought against Customer on that account, BellSouth agrees to defend or settle any such claim or suit at BellSouth's expense. BellSouth will also pay all damages and costs that by final judgment are assessed against Customer due to such infringement. (ii) BellSouth's obligation as set forth in this Section is expressly conditioned upon the following: (a) that BellSouth shall be notified promptly in writing by Company of any claim or suit of which Customer is aware; (b) that BellSouth shall have sole control of the defense or settlement of any claim or suit; (c) that Customer shall cooperate with BellSouth in all reasonable ways to facilitate the settlement or defense of any claim or suit; and (d) that the claim or suit does not arise from Customer modifications, or from combinations of Services provided by BellSouth with equipment, software or services provided by others, or from Customer's use of Services other than in accordance with the applicable manufacturer's specifications. (iii) If any Services becomes, or in BellSouth's opinion, is likely to become the subject of a claim of infringement, BellSouth will, at its option; (a) procure for Customer the right to continue using the applicable Services; (b) replace the Services with a non-infringing Service substantially complying with the specifications of the Services, or (c) modify such so it becomes non-infringing and performs in a substantially similar manner to the original Services. (iv) If options iii (a), (b) or (c) above are not reasonably available to BellSouth, then BellSouth may elect instead to return any amounts prepaid by Customer for the affected Services for any period after BellSouth directs Customer to cease such use, which is in either case the subject or potential subject of any infringement claim. (v) Customer will indemnify and save BellSouth harmless from and against all loss, liability, damage, and expense, including all reasonable counsel fees, due to claims for infringement of United States patents, copyright, trademark, or other intellectual property rights, or due to any other claims or causes of action by third parties of any nature whatsoever, arising from the use, in connection with the Services of equipment, software or information not provided by BellSouth, or otherwise relating to or arising out of Customer's use of the Services.

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12. At all times while performing work hereunder on Subscriber's premises, Company shall carry Worker's Compensation insurance in accordance with the laws of the governmental bodies having jurisdiction. In addition, Company shall maintain general liability insurance in amounts not less than \$2,000,000 per occurrence. A certificate of self insurance shall satisfy the coverages set forth in this Section.
13. Neither party shall be responsible for any failure to perform or delay in performing any of its obligations under this Agreement where and to the extent that such failure or delay results from causes outside the reasonable control of the party. Such causes shall include, without limitation, Acts of God or of the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, freight embargoes, civil commotions, or the like.
14. This Agreement shall be construed in accordance with the laws of the state applicable to the Service provided hereunder.
15. Except as otherwise provided in this Agreement, notices required to be given pursuant to this Agreement shall be effective when received, and shall be sufficient if given in writing, hand delivered, or United States registered mail, postage prepaid, addressed to the appropriate party at the address set forth below. Either party hereto may change the name and address to whom all notices or other documents required under this Agreement must be sent at any time by giving written notice to the other party.

Company

BellSouth Telecommunications, Inc.
Assistant Vice President
333 Commerce Street
Nashville, TN 37201

Subscriber

BFS Retail & Commercial Operations, LLC
333 E. Lake Street
Bloomington, Illinois 60108
ATTN: Marc Odier

16. Subscriber may not assign its rights or obligations under this Agreement without the express written consent of Company, which shall not be unreasonably withheld; provided, however, that Subscriber may assign this Agreement without Company's consent to any parent, affiliate, or subsidiary, or pursuant to any merger, consolidation, acquisition, corporate restructuring, reorganization, sale, or transfer of all or substantially all of its assets, provided that Subscriber gives Company written notice of such assignment.
17. Notwithstanding BellSouth's Tennessee tariffs (Section A2.5.5), provisions intending, by their terms, to survive termination of this Agreement (including, but not limited to, Sections 7 through 12) shall survive such termination.
18. In the event that one or more of the provisions contained in this Agreement or incorporated within by reference shall be invalid, illegal, or unenforceable in any respect under any applicable statute, regulatory requirement or rule of law, then such provisions shall be considered inoperative to the extent of such invalidity, illegality, or unenforceability and the remainder of this Agreement shall continue in full force and effect.
19. Subscriber acknowledges that Subscriber has read and understands this Agreement and agrees to be bound by its terms and conditions. Subscriber further agrees that this Agreement, and any orders, constitute the complete and exclusive statement of the Agreement between the parties, superseding all

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proposals, representations, and/or prior agreements, oral or written, between the parties relating to the subject matter of the Agreement.

- 20. Acceptance of any order by Company is subject to Company credit and other approvals. Following order acceptance, if it is determined that: (i) the initial credit approval was based on inaccurate or incomplete information; or (ii) the customer's creditworthiness has significantly decreased, Company in its sole discretion reserves the right to cancel the order without liability or suspend the Order until accurate and appropriate credit approval requirements are established and accepted by Customer.
- 21. This Agreement is not binding upon Company until executed by an authorized employee, partner, or agent of Subscriber and Company. This Agreement may not be modified, amended, or superseded other than by a written instrument executed by both parties, approved by the appropriate Company organization, and incorporated into Company's mechanized system. The undersigned warrant and represent that they have the authority to bind Subscriber and Company to this Agreement.

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Option 1 of 1

Offer Expiration: This offer shall expire on: 2/27/2006.

Estimated service interval following acceptance date: Negotiable weeks.

Service description:

This Contract Service Arrangement (CSA) provides for Business Lines, Trunks, BellSouth® Business Plus® service, and/or Hunting as part of Basic Local Exchange Service.

This Agreement is for a service period of twenty-four (24) months (the "Initial Term").

Unless terminated as otherwise provided herein, following the Initial Term, this Agreement shall be extended for additional one-year terms under the same terms and conditions herein unless either party provides written notice of its intent not to renew the Agreement at least sixty (60) days prior to the expiration of the initial term or each additional one-year term.

Customer Initials

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the dates set forth below.

Accepted by:

Subscriber:
BFS Retail & Commercial Operations, LLC

By: [Signature]
Authorized Signature

Printed Name: Terry Reedy

Title: VP of Finance

Date: 1/9/06

Company:
BellSouth Telecommunications, Inc.
By: BellSouth Business Systems, Inc.

By: [Signature]
Authorized Signature

Printed Name: April Datts

Title: Sales Manager

Date: 1-12-06

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RATES AND CHARGES

	<u>Rate Elements</u>	<u>Non-Recurring</u>	<u>Monthly Rate</u>	<u>USOC</u>
1	Flat Rate Main Station Line Service, Business, All Rate Groups -Per line	\$00	\$29.15	IFB
2	Flat Rate Main Station Line Service, Business-Caller ID compatible, All Rate Groups -Per line (Caller ID feature must be ordered separately.)	\$00	\$29.15	IFBCL
3	Grouping Service, Individual line or trunk, Business Flat Rate, All Rate Groups -Each individual line or trunk	\$00	\$00	HTG
4	Touch-Tone Calling Service, Individual and Two-Party Line Service, Business -Per line or PBX trunk	\$00	\$00	TTB

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RATES AND CHARGES

NOTES:

1. All rules and regulations for Basic Local Exchange Service from Section A3 of the General Subscriber Services Tariff (GSST) are applicable to this Agreement. The rate elements included herein have been specifically discounted. Other rate elements used in the provision of the service have not been listed, but may be found in the appropriate Company tariff. Examples of other rate elements are: FCC surcharges, regulatory fees, taxes, or charges for features ordered that are not listed in the Agreement.

2. Unless otherwise specified in this Agreement, Service Connection Charges as specified in Section A4 of the GSST will apply.

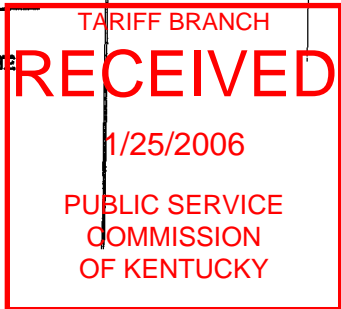
3. This CSA and the rates set forth herein apply to Orders for the purchase of Business Lines, Trunks, and/or Business Plus Lines from BellSouth Telecommunications, Inc. (BST) that are reported as regulated services by BST in accordance with the FCC's Part 32 'Uniform System of Accounts'.

All trademarks and service marks contained herein are the property of BellSouth Intellectual Property Corporation.

END OF ARRANGEMENT AGREEMENT OPTION 1

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Attachment 1

KENTUCKY ATTACHMENT

This Agreement is subject to the approval of the Kentucky Public Service Commission. In the event the Commission should modify any rate or provision of this Agreement, within thirty (30) days of the receipt of notice regarding such modification, the Customer will have the option of accepting the modification(s) or of canceling the Agreement Without the obligation to pay any termination or shortfall charges. If accepted, billing will be rendered from the installation date.

RATES AND CHARGES

NOTES (continued)

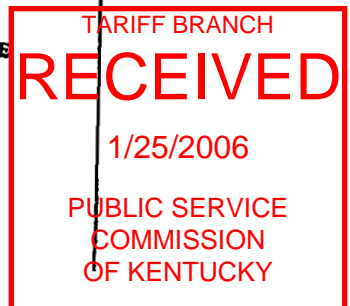
4. The rates set forth in this Agreement are based upon Subscriber purchasing from Company a quantity of nine hundred twenty-three (923) flat rate Business Lines, Trunks, and/or Business Plus Lines throughout the BellSouth region ("Minimum Quantity Requirement") within three (3) months of execution of this Agreement and maintaining this Minimum Quantity Requirement throughout the term of this Agreement. Subscriber's total quantity of flat rate Business Lines, Trunks, and/or Business Plus lines will be reviewed by Company on the three (3) month anniversary date of the signing of this Agreement and no less than annually on the anniversary date of the signing of this Agreement to determine if the Minimum Quantity Requirement has been met and is being maintained. Failure on the part of Company to perform this review shall not be considered a waiver of this provision. Should the Minimum Quantity Requirement not be attained within the time period specified, or if it is not maintained at any time after the three (3) month anniversary date, then Customer shall be responsible for the Commitment Shortfall, unless the parties agree to a reduced Minimum Quantity Requirement under Section 6 of the Agreement. The "Commitment Shortfall" shall be equal to the number of Business Lines, Trunks, and/or Business Plus lines below the Minimum Quantity Requirement times the rates set forth in this Agreement. In addition, Subscriber will be charged all nonrecurring charges that were waived at installation of each Business Line, Trunk, and/or Business Plus line that falls below the Minimum Quantity Requirement, as identified below:

Line Connection Charge, First Line	\$73.00 each
Line Connection Charge, Additional Lines	\$22.00 each

Furthermore, if Customer disconnects all service offered on this Agreement prior to the expiration of this Agreement except as permitted under Section 7(a), then a Contract Preparation Charge applies in the amount of \$342.00 in addition to Customer's obligation to pay the Commitment Shortfall for the remainder of the term of this Agreement.

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710-20209-2005

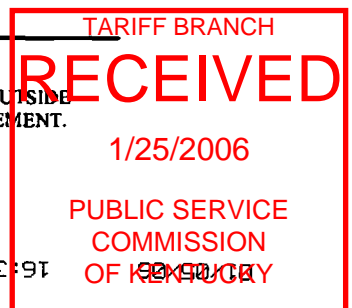
This Contract Service Arrangement (CSA) Agreement ("Agreement") is made by and between Cellco Partnership d/b/a Verizon Wireless, a Delaware general partnership with offices located at 180 Washington Valley Road, Bedminster, New Jersey 07921, on behalf of itself and for the benefit of its affiliates ("Verizon Wireless"), and BellSouth Telecommunications, Inc., a Georgia corporation, d/b/a BellSouth ("Company"); and is entered into pursuant to Tariff Section A5 of the General Subscriber Services Tariff. This Agreement is based upon the following terms and conditions as well as any Attachment(s) affixed and the appropriate lawfully filed and approved tariffs which are by this reference incorporated herein.

1. Verizon Wireless requests and Company agrees, subject to the terms and conditions herein, to provide the service described in this Agreement at the monthly and nonrecurring rates, charges, and conditions as described in this Agreement ("Service"). The rates, charges, and conditions described in this Agreement are binding upon Company and Verizon Wireless for the duration of this Agreement. For the purposes of the effectiveness of the terms and conditions contained herein, this Agreement shall become effective upon execution by both parties. For purposes of the determination of any service period stated herein, said service period shall commence on the date upon which installation of the service ordered is completed and performs in accordance with Verizon Wireless' request for Service. For purposes of this Agreement "Order" means a written document provided by Company resulting from a Verizon Wireless request for Service pursuant to this Agreement.
2. Company agrees to provide Verizon Wireless written notice of any additional tariffed services required for the installation of the Service. Provided Verizon Wireless agrees in writing to such additional tariff charges, Verizon Wireless shall be responsible for all rates, charges and conditions for any additional tariffed services that are ordered by Verizon Wireless.
3. This Agreement is subject to and controlled by the provisions of Company's or any of its affiliated companies' lawfully filed and approved tariffs, including but not limited to Section A2 of the General Subscriber Services Tariff and No. 2 of the Federal Communications Commission Tariff and shall include all changes to said tariffs as may be made from time to time. All appropriate tariff rates and charges shall be included in the provision of this service. Except for the expressed rates, charges, terms and conditions herein, in the event any part of this Agreement conflicts with the terms and conditions of Company's or any of its affiliated companies' lawfully filed and approved tariffs, the tariff shall control.
4. As set forth in Note 5 of the "Rates and Charges" Section of this Agreement is subject to the appropriate regulatory approval prior to commencement of installation. Should such regulatory approval be denied, after a proper request by Company, this Agreement shall be null, void, and of no effect.
5. If Verizon Wireless cancels this Agreement prior to the completed installation of the Service, but after the execution of this Agreement by Verizon Wireless and Company, Verizon Wireless shall pay all reasonable costs incurred in the implementation of this Agreement prior to receipt of written notice of cancellation by Company. Notwithstanding the foregoing, such reasonable costs shall not exceed all costs which would apply if the work in the implementation of this Agreement had been completed by Company.
6. [Intentionally deleted.]
7. (a) If Verizon Wireless cancels an Order under this Agreement at any time prior to the expiration of the service period set forth in the Order, Verizon Wireless shall be responsible for termination charges related to an unfulfilled portion of the service period of the Order. Termination charges shall be defined as twenty-five percent (25%) of the remaining charges set forth in the Order as a result of the minimum service period agreed to by the Company and Verizon Wireless and set forth in the applicable Order and in this Agreement.

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(b) Verizon Wireless further acknowledges that it has options for its telecommunications services from providers other than Company and that it has chosen Company to provide the services in this Agreement. Accordingly, if Verizon Wireless assigns this Agreement to a certified reseller of Company local services and the reseller executes a written document agreeing to assume all requirements of this Agreement, Verizon Wireless will not be billed termination charges. However, Verizon Wireless agrees that in the event it fails to meet its obligations under this Agreement or terminates this Agreement or services purchased pursuant to this Agreement in order to obtain services from a facilities based service provider or a service provider that utilizes unbundled network elements, Verizon Wireless will be billed, as appropriate, termination charges as specified in Section 7(a) of this Agreement.

8. This Agreement shall be construed in accordance with the laws of the State of New York, without reference to its conflicts of law principles.

9. Except as otherwise provided in this Agreement, notices required to be given pursuant to this Agreement shall be effective when received, and shall be sufficient if given in writing and addressed to the appropriate party at the address(es) below and (i) hand delivered, or (ii) United States certified mail, postage prepaid, or (iii) by overnight courier with proof of delivery. Either party hereto may change the name and address to whom all notices or other documents required under this Agreement must be sent at any time by giving written notice to the other party.

Company:
BellSouth Telecommunications, Inc.
Assistant Vice President
754 Peachtree St. NE
Atlanta, GA 30308
Fax: (404) 986-6655

Verizon Wireless:
Verizon Wireless
6550 W Hillsborough Ave.
Tampa, FL 33634
Attn: Project Manager – Telco
Fax: (813) 290-6444

And with a copy to:

Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attn: Assistant General Counsel for Procurement
and Technology
Fax: 908-306-6836

And with a copy to: The Verizon Wireless contact as set forth in an Order.

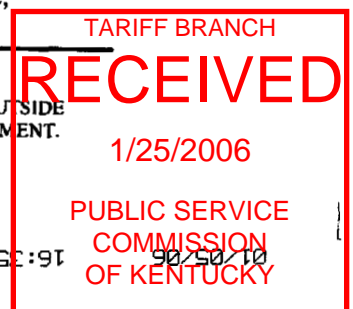
10. Neither party may assign its rights or obligations under this Agreement without the express written consent of the other and only pursuant to the conditions contained in the appropriate tariff. Notwithstanding the foregoing, Verizon Wireless shall have the right to assign this Agreement to any Verizon Wireless affiliate.

11. In the event that one or more of the provisions contained in this Agreement or incorporated within by reference shall be invalid, illegal, or unenforceable in any respect under any applicable statute,

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regulatory requirement or rule of law, then such provisions shall be considered inoperative to the extent of such invalidity, illegality, or unenforceability and the remainder of this Agreement shall continue in full force and effect.

12. Verizon Wireless acknowledges that Verizon Wireless has read and understands this Agreement and agrees to be bound by its terms and conditions. Verizon Wireless further agrees that unless a prior Agreement exists, the termination of which would result in Verizon Wireless paying termination charges or higher service fees, this Agreement, and any Orders issued pursuant to this Agreement, constitutes the complete and exclusive statement of the Agreement between the parties superseding all other proposals, representations, and/or prior agreements, oral or written, between the parties relating to the subject matter and pertaining to the same geography/service location of this Agreement.

13. [Intentionally deleted.]

14. Company agrees it will not use the name, service marks or trademarks of Verizon Wireless or any of its affiliated companies in any advertising, publicity releases or sales presentations, without such Verizon Wireless' prior written consent. Company is not licensed hereunder to conduct business under any logo, trademark, service or trade name (or any derivative thereof) of Verizon Wireless.

15. Confidential Information

(a) To facilitate the conduct of business between the parties with respect to the Agreement, it may be necessary for Verizon Wireless to disclose to Company technical, customer, personnel and/or business information in written, graphic, oral or other tangible or intangible form including, but not limited to, specifications, records, data, computer programs, drawings, schematics, know-how, notes, models, reports and samples. Such information may include proprietary material, as well as material subject to and protected by laws regarding secrecy of communications or trade secrets ("Confidential Information").

(b) The parties acknowledge and agree that:

- i) All Confidential Information acquired by either party from the other shall be and shall remain the exclusive property of the source;
- ii) To inform the receiving party, in advance of any disclosure of Confidential Information, in non-confidential and non-proprietary terms of the nature of the proposed disclosure, and to afford the receiving party the option of declining to receive the Confidential Information;
- iii) Information which is disclosed orally shall not be considered Confidential Information unless it is reduced to writing or to a written summary which identifies the specific information to be considered as Confidential Information, and such writing is provided to the receiving party at the time of disclosure or within thirty (30) days;
- iv) To receive in confidence any Confidential Information; to use such Confidential Information only for purposes of work, services or analysis related to the matter of mutual interest described above and for other purposes only upon such terms as may be agreed upon between the parties in writing;
- v) To limit access to such Confidential Information to authorized employees, consultants, advisors and agents who have a need to know the Proprietary Information in order for the receiving party to perform in accordance with the terms of the Agreement.

The receiving party shall advise all of its employees, agents, advisors, consultants, contractors and/or subcontractors with access to the Proprietary Information of the obligation to protect Proprietary Information provided hereunder. At the disclosing party's request, to return promptly to the disclosing party, or to destroy any copies of such Confidential Information in written, graphic or other tangible or intangible form; providing to the disclosing party a list of all such material destroyed.

PRIVATE/PROPRIETARY

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number TN05-D985-02
710-20209-2005

- (c) These obligations do not apply to Confidential Information which:
- i) As shown by reasonably documented proof, was in the other's possession prior to receipt from the disclosing party; or
 - ii) As shown by reasonably documented proof, was received by one party in good faith from a third party not subject to a confidential obligation to the other party; or
 - iii) Now is or later becomes publicly known through no breach of confidential obligation by the receiving party; or
 - iv) Is disclosed to a third party by the source without a similar nondisclosure restriction; or
 - v) Was developed by the receiving party without the developing person(s) having access to any of the Confidential Information received from the other party; or
 - vi) Is authorized in writing by the disclosing party to be released or is designated in writing by that party as no longer being confidential or proprietary.
- (d) The parties agree to provide the other party with immediate notice of any actual or potential requirement of any court or agency to disclose Confidential Information. The party receiving the request for the information shall notify the source party and shall give that party an opportunity to participate in objecting to production of the Confidential Information.

(e) It is agreed that a violation of any of these non-disclosure provisions cause irreparable harm and injury to the non-violating party and that party shall be entitled, in addition to any other rights and remedies it may have at law or in equity, to an injunction enjoining and restraining the violating party from doing or continuing to do any such act and any other violations or threatened violations of these non-disclosure provisions. Absent a showing of willful violation of this Agreement, neither party shall be liable to the other, whether in contract or in tort or otherwise, for special, indirect, incidental or consequential damages.

16. Indemnity

(a) Company shall defend, indemnify and hold harmless Verizon Wireless, its parents, subsidiaries and affiliates, and its and their respective directors, officers, partners, employees, agents, successors and assigns ("Indemnified Parties") from any claims, demands, lawsuits, damages, liabilities, expenses (including, but not limited to, reasonable fees and disbursements of counsel and court costs), judgments, settlements and penalties of every kind ("Claims") that may be made: (i) by anyone for injuries (including death) to persons or damage to property (including theft) resulting in whole or in part from the acts or omissions of Company or those persons furnished by Company, including its subcontractors (if any); (ii) by persons furnished by Company and its subcontractors (if any) under Worker's Compensation or similar acts; and (iii) by anyone in connection with or based upon Services provided by Company and its subcontractors (if any) or contemplated by this Agreement. The foregoing indemnification shall apply whether Company or an Indemnified Party defends such Claim and whether the Claim arises or is alleged to arise out of the sole acts or omissions of the Company (and/or any subcontractor of Company) or out of the concurrent acts or omissions of Company (and/or any subcontractor of Company) and any Indemnified Parties.

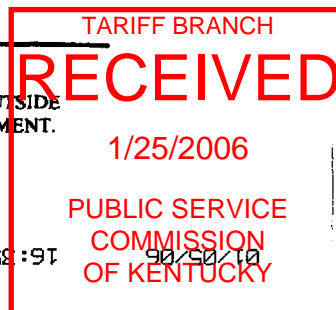
(b) Verizon Wireless will provide Company with prompt notice of any written Claim and will cooperate appropriately with Company in connection with Company's evaluation of such Claim. Company shall defend any Indemnified Party, at the Indemnified Party's request, against any Claim. Promptly after receipt of such request, Company shall assume the defense of such Claim with counsel reasonably satisfactory to the Indemnified Party. Company shall not settle or compromise any such Claim or consent to the entry of any judgment without the prior written consent of each Indemnified Party and without an unconditional release of all Claims by each claimant or plaintiff in favor of each Indemnified Party.

17. Insurance

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number TN05-D985-02
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- (a) Company shall maintain, during the term and each renewal or extension (as applicable) of this Agreement, at its own expense, the following insurance:
- i) Worker's Compensation and related insurance as prescribed by the law of the state in which the work is performed;
 - ii) Employer's liability insurance with limits of at least \$1,000,000 each occurrence;
 - iii) Professional Liability (Errors and Omissions) with limits of not less than \$1,000,000 per occurrence; and
 - iv) Commercial general liability insurance (including, but not limited to, premises operations, broad-form property damage, products/completed operations, contractual liability, independent contractors, personal injury) and, if the use of automobiles is required, comprehensive automobile liability insurance, each with limits of at least \$2,000,000 for combined single limit per occurrence. The insuring carriers shall be rated at least A- by AM Best. Such policies shall be primary and non-contributory by Verizon Wireless. Except for the Professional Liability (Errors and Omissions) policy, Verizon Wireless shall be named as an additional insured on all liability policies. Company shall furnish to Verizon Wireless certificates of such insurance within ten (10) days of the execution of this Amendment. The certificates shall provide that ten (10) days prior written notice of cancellation or material change of the insurance to which the certificates relate shall be given to Verizon Wireless. The fulfillment of the obligations hereunder in no way modifies Company's obligations to indemnify Verizon Wireless.
- (b) Company shall also require its subcontractors, if any, who may enter upon Verizon Wireless' premises to maintain insurance policies with coverage and limits comparable to those stated above.
- (c) Company reserves the right to be self-insured with respect to some or all of the above coverages. In the event Company is self-insured, in lieu of Certificates of Insurance as stipulated above, Company shall provide to Verizon Wireless such information as may be reasonably required by Verizon Wireless to ensure appropriate levels of coverage.

18. Force Majeure

Neither party shall be responsible for any delay or failure in performance of any part of this Agreement to the extent that such delay is caused by reason of acts of God, wars, revolution, civil commotion, acts of public enemy (including terrorist acts), embargo, acts of government in its sovereign capacity, labor difficulties, including without limitation, strikes, slowdowns, picketing or boycotts, or any other circumstances beyond the reasonable control of the Delayed Party ("Condition").

If any such Condition occurs, the party delayed or unable to perform ("Delayed Party"), upon giving prompt notice to the other party, shall be excused from such performance on a day-to-day basis during the continuance of such Condition (and the other party shall likewise be excused from performance of its obligations on a day-to-day basis during the same period); provided, however, that the party so affected shall use its best reasonable efforts to avoid or remove such Condition, and both parties shall proceed immediately with the performance of their obligations under this Agreement as amended whenever such causes are removed or cease.

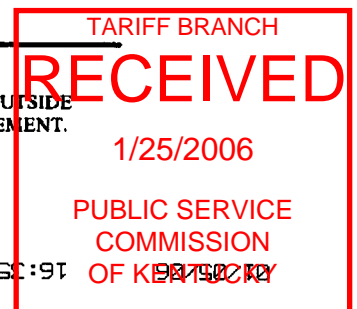
19. Precedence of Documents

- (a) Orders, acknowledgments, and invoices issued pursuant to this Agreement shall be subject to the provisions contained in this Agreement. The terms and conditions of this Agreement will control over any

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**CONTRACT SERVICE ARRANGEMENT
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additional, conflicting or inconsistent terms contained in any quotation, Order, acknowledgment, invoice or applicable tariff.

(b) No additional terms contained in any quotation, Order, acknowledgment, invoice or applicable tariff shall be valid for a specific transaction, unless agreed in writing by authorized representatives of the parties.

20. Publicity and Disclosure

Company agrees not to provide copies of this Agreement, or otherwise disclose the terms of this Agreement, to any third party without the prior written consent of Verizon Wireless. Company further agrees to submit to Verizon Wireless' Corporate Communications Department, for written approval, all advertising, sales promotion, press releases and other publicity matters relating to the product furnished and/or the Service performed pursuant to this Agreement, when Verizon Wireless' name or mark or the name or mark of any of its partners or Affiliates is mentioned or language from which the connection of said name or mark may be inferred or implied. Such requests shall be sent to:

Vice President -- Corporate Communications
180 Washington Valley Road
Bedminster, New Jersey 07921.

21. This Agreement is not binding upon Company until executed by an authorized employee, partner, or agent of Verizon Wireless and Company. This Agreement may not be modified, amended, or superseded other than by a written instrument executed by both parties, approved by the appropriate Company organization, and incorporated into Company's mechanized system. The undersigned warrant and represent that they have the authority to bind Verizon Wireless and Company to this Agreement.

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number TN05-D985-02
710-20209-2005
Option 1 of 2

Offer Expiration: This offer shall expire on: 12/31/2005.

New Orders and/or Orders to convert existing Service to be provided under this Agreement shall be installed within the appropriate tariff schedule but no later than thirty (30) days after Company issues an Order for service.

Service Description:

This Contract Service Arrangement (C.S.A.) provides for BellSouth® Primary Rate ISDN - Voice/Data (Standard) service to be ordered by Verizon Wireless and installed by Company throughout the BellSouth region.

This Agreement provides for a twenty-four (24) to forty-eight (48) month service period. (Notes 1,2,4)

This Agreement is for thirty-six (36) months.

This Agreement shall be extended for additional one-year terms under the same terms and conditions herein unless either party provides written notice of its intent not to renew the Agreement at least sixty (60) days prior to the expiration of the initial term or each additional one-year term.

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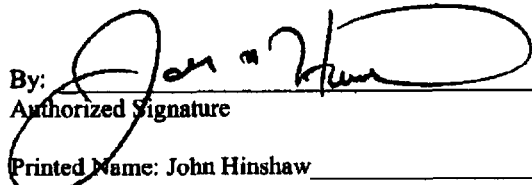
CONTRACT SERVICE ARRANGEMENT
AGREEMENT

Case Number TN05-D985-02
710-20209-2005
Option 1 of 2

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the dates set forth below.

Accepted by:

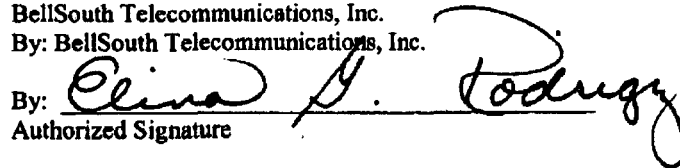
Cellco Partnership d/b/a Verizon Wireless

By: 
Authorized Signature
Printed Name: John Hinshaw

Title: CIO

Date: 12/19/05

Company:
BellSouth Telecommunications, Inc.
By: BellSouth Telecommunications, Inc.

By: 
Authorized Signature

Printed Name: ELINA G. RODRIGUEZ

Title: ASSISTANT VICE PRESIDENT

Date: 01-03-06

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-D969-04

Option 1 of 2

RATES AND CHARGES

	<u>Rate Elements</u>	<u>Non-Recurring</u>	<u>Monthly Rate</u>	<u>USOC</u>
1	BellSouth® Primary Rate ISDN Access Line, each (Note 2)	\$.00	\$130.00	1LD1E
2	BellSouth® Primary Rate ISDN Interface, each - Voice/Data (Standard) (Note 2, 3)	\$.00	\$375.00	PR71V
3	BellSouth® Primary Rate ISDN B-Channel, each - Voice/Data (Standard) (Note 2)	\$.00	\$16.00	PR7BV
4	BellSouth® Primary Rate ISDN Telephone Numbers, per telephone number requested inward and 2-way	\$.00	\$0.20	PR7TF

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number TN05-D985-02
710-20209-2005
Option 1 of 2

RATES AND CHARGES

NOTES:

1. All rules and regulations for BellSouth® Primary Rate ISDN service as set forth in the General Subscriber Services Tariff (GSST) are applicable to this Agreement. The rate elements included herein have been specifically discounted. Other rate elements used in the provision of the service have not been listed, but may be found in the appropriate Company tariff. Examples of other rate elements are: FCC surcharges, regulatory fees, taxes, or charges for features ordered that are not listed in the Agreement.
2. The rates set forth in this Agreement are based upon the Subscriber purchasing from Company a quantity of one hundred twenty-five (125) Primary Rate ISDN Circuits throughout the BellSouth region (Minimum Quantity Requirement) within three (3) months of execution of this Agreement and maintaining this Minimum Quantity Requirement throughout the term of this Agreement. Effective with the execution of this Agreement, Subscriber may add and delete Primary Rate ISDN Circuits without termination liability, provided that the Minimum Quantity Requirement has been met and is maintained, the Service has been installed for at least six months, and provided Subscriber certifies to Company in writing that it has not substituted the services provided by other vendors in place of the services provided by Company. The customer's total quantity of Primary Rate ISDN Circuits will be reviewed by the Company periodically, or no less than annually on the anniversary date of the signing of this Agreement to determine if the Minimum Quantity Requirement has been met and is being maintained. Failure on the part of the Company to perform this review shall not be considered a waiver of this provision. Should the Minimum Quantity Requirement not be attained within the time period specified, or if it is not maintained at any time after the three (3) month anniversary date, then Customer shall be responsible for the Commitment Shortfall. The "Commitment Shortfall" shall be equal to the number of Primary Rate ISDN Circuits below the Minimum Quantity Requirement times the rates set forth in this Agreement. In addition, the Subscriber will be charged all nonrecurring charges that were waived at installation of each Primary Rate ISDN Circuit that falls below the Minimum Quantity Requirement, as identified below:

<u>USOC</u>	<u>Nonrecurring Charge</u>
ILD1E	\$875.00, each
PR71V	\$110.00, each
PR7BV	\$ 5.00, each
RJ48X	\$ 7.00, each

3. Furthermore, if Customer disconnects all service offered on this Agreement prior to the expiration of this Agreement, then a Contract Preparation Charge applies in the amount of \$480.00 in addition to Customer's obligation to pay the Commitment Shortfall for the remainder of the term of this Agreement.
4. Apply five End User Common Line Charges for each Primary Rate Interface.
5. This CSA and the rates set forth herein apply to Orders for the purchase of Primary Rate ISDN Circuits from BellSouth Telecommunications, Inc. (BST) that are reported as regulated services by BST in accordance with the FCC's Part 32 'Uniform System of Accounts'.

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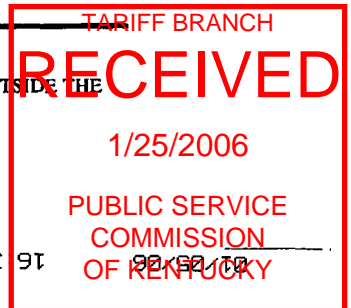
All trademarks and service marks contained herein are the property of BellSouth Intellectual Property Corporation.

END OF ARRANGEMENT AGREEMENT OPTION 1

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-D969-03
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Option 1 of 2
Attachment 1

KENTUCKY ATTACHMENT

This Agreement is subject to the approval of the Kentucky Public Service Commission. In the event the Commission should modify any rate or provision of this Agreement, the Customer will have the option of accepting the modification(s) or of canceling the Agreement. If accepted, billing will be rendered from the installation date.

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number TN05-C878-04

This Contract Service Arrangement (CSA) Agreement ("Agreement") is by and between BellSouth Telecommunications, Inc., a Georgia corporation, d/b/a BellSouth, ("Company") and CRACKER BARREL OLD COUNTRY STORE, INC. ("Customer or Subscriber"), and is entered into pursuant to Tariff Section A5 of the General Subscriber Services Tariff. This Agreement is based upon the following terms and conditions as well as any Attachment(s) affixed and the appropriate lawfully filed and approved tariffs which are by this reference incorporated herein.

1. Subscriber requests and Company agrees, subject to the terms and conditions herein, to provide the service described in this Agreement at the monthly and nonrecurring rates, charges, and conditions as described in this Agreement ("Service"). The rates, charges, and conditions described in this Agreement are binding upon Company and Subscriber for the duration of this Agreement. For the purposes of the effectiveness of the terms and conditions contained herein, this Agreement shall become effective upon execution by both parties. For purposes of the determination of any service period stated herein, said service period shall commence the date upon which installation of the service is completed.
2. Company agrees to provide Subscriber notice of any additional tariffed services required for the installation of the Service. Subscriber agrees to be responsible for all rates, charges and conditions for any additional tariffed services that are ordered by Subscriber.
3. This Agreement is subject to and controlled by the provisions of Company's or any of its affiliated companies' lawfully filed and approved tariffs, including but not limited to Section A2 of the General Subscriber Services Tariff and No. 2 of the Federal Communications Commission Tariff and shall include all changes to said tariffs as may be made from time to time. All appropriate tariff rates and charges shall be included in the provision of this service. Except for the expressed rates, charges, terms and conditions herein, in the event any part of this Agreement conflicts with the terms and conditions of Company's or any of its affiliated companies' lawfully filed and approved tariffs, the tariff shall control.
4. This Agreement may be subject to the appropriate regulatory approval prior to commencement of installation. Should such regulatory approval be denied, after a proper request by Company, this Agreement shall be null, void, and of no effect.
5. If Subscriber cancels this Agreement prior to the completed installation of the Service, but after the execution of this Agreement by Subscriber and Company, Subscriber shall pay all reasonable and applicable costs incurred in the implementation of this Agreement prior to receipt of written notice of cancellation by Company. Notwithstanding the foregoing, such reasonable and applicable costs shall not exceed all costs which would apply if the work in the implementation of this Agreement had been completed by Company.
6. The rates, charges, and conditions described in this Agreement may be based upon information supplied to Company by the Subscriber, including but not limited to forecasts of growth. If so, Subscriber agrees to be bound by the information provided to Company. Should Subscriber fail to meet the Minimum Quantity Requirement set forth in the Attachments at any time during the term of this Agreement, Subscriber shall pay all reasonable and applicable costs associated with such failure.
7. (a) Except upon any termination for breach by Company, if Subscriber cancels this Agreement at any time prior to the expiration of the service period set forth in this Agreement, Subscriber shall be responsible and applicable for all termination charges. Unless otherwise specified by the tariff, termination charges are defined as all reasonable charges due or remaining as a result of the minimum service period agreed to by the Company and Subscriber and set forth in this Agreement.

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number TN05-C878-04

(b) Subscriber further acknowledges that it has options for its telecommunications services from providers other than Company and that it has chosen Company to provide the services in this Agreement. Accordingly, if Subscriber or Company assigns this Agreement to a certified reseller of Company local services and the reseller executes a written document agreeing to assume all requirements of this Agreement, Subscriber will not be billed termination charges.

8. This Agreement shall be construed in accordance with the laws of the state applicable to the Service provided hereunder.
9. Except as otherwise provided in this Agreement, notices required to be given pursuant to this Agreement shall be effective when received, and shall be sufficient if given in writing, hand delivered, or United States mail, postage prepaid, addressed to the appropriate party at the address set forth below. Either party hereto may change the name and address to whom all notices or other documents required under this Agreement must be sent at any time by giving written notice to the other party.

Company

BellSouth Telecommunications, Inc.
Assistant Vice President
1007 Emerald Place
Evans, GA 30809

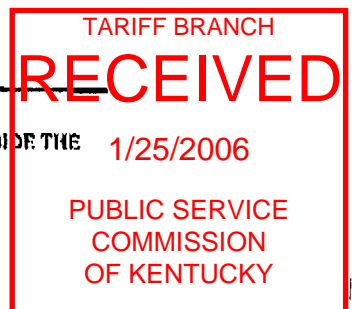
Subscriber

CRACKER BARREL OLD COUNTRY STORE, INC.
311 HARTMAN DR
LEBANON, TN 37087

10. Neither party may assign its rights or obligations under this Agreement without the express written consent of the other party and only pursuant to the conditions contained in the appropriate tariff.
11. In the event that one or more of the provisions contained in this Agreement or incorporated within by reference shall be invalid, illegal, or unenforceable in any respect under any applicable statute, regulatory requirement or rule of law, then such provisions shall be considered inoperative to the extent of such invalidity, illegality, or unenforceability and the remainder of this Agreement shall continue in full force and effect.
12. The parties acknowledge that each party has read and understands this Agreement and agree to be bound by its terms and conditions. The parties further agree that this Agreement, and any orders, constitute the complete and exclusive statement of the Agreement between the parties, superseding all proposals, representations, and/or prior agreements, oral or written, between the parties relating to the subject matter of the Agreement.
13. Acceptance of any order by Company is subject to Company credit and other approvals. Following order acceptance, if it is determined that: (i) the initial credit approval was based on inaccurate or incomplete information; or (ii) the customer's creditworthiness has significantly decreased, Company in its sole discretion reserves the right to cancel the order without liability or suspend the Order until accurate and appropriate credit approval requirements are established and accepted by Customer.
14. This Agreement is not binding upon either party until executed by an authorized employee, partner, or agent of Subscriber and Company. This Agreement may not be modified, amended, or superseded other than by a written instrument executed by both parties. The undersigned warrant and represent that they have the authority to bind Subscriber and Company to this Agreement.

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number TN05-C878-04
Option 1 of 1

Offer Expiration: This offer shall expire on: 4/12/2006.

Estimated service interval following acceptance date: Negotiable weeks.

Service description:

This Contract Service Arrangement (CSA) provides for Business Lines, Trunks, BellSouth® Business Plus® service, and Hunting as part of Basic Local Exchange Service.

This Agreement is for a service period of thirty-six (36) months, subject to termination by either party upon thirty (30) days written notice.

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number TN05-C878-04
Option 1 of 1

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the dates set forth below.

Accepted by:

Subscriber:
CRACKER BARREL OLD COUNTRY STORE, INC.

By: *Tim Mullen*
Authorized Signature

Printed Name: Tim Mullen

Title: VP OF INFO. SERVICES

Date: 1/6/2006

Company:
BellSouth Telecommunications, Inc.
By: BellSouth Business Systems, Inc.

By: *April Oatts*
Authorized Signature

Printed Name: April Oatts

Title: Sales Manager

Date: 1/10/2006

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-C869-03
Option 1 of 1

RATES AND CHARGES

	<u>Rate Elements</u>	<u>Non-Recurring</u>	<u>Monthly Rate</u>	<u>USOC</u>
1	Flat Rate Main Station Line Service, Business, Rate Groups 1, 3 and 5 -Per line	\$.00	\$22.00	1FB
2	Flat Rate Main Station Line Service, Business with Caller ID, Rate Groups 1, 3 and 5 -Per line	\$.00	\$22.00	1FBCL
3	Grouping Service, Individual line or trunk, Business Flat Rate, Rate Groups 1, 3 and 5 -Each individual line or trunk	\$.00	\$.00	HTG
4	BellSouth Business Plus® service, Exchange Access Line, Individual Line, Option 2, Each line	\$.00	\$22.00	BK2
5	BellSouth Business Plus® service, Exchange Access Line, Individual Line with Caller ID, Option 2, Each line	\$.00	\$22.00	BK2CL
6	Touch-Tone Calling Service, Individual and Two-Party Line Service, Business -Per line or PBX trunk	\$.00	\$.00	TTB
7	Custom Calling Services, Business/Business PBX, Individual Features, Call Forwarding Busy Line -Per central office per line/trunk equipped	\$.00	\$3.00	GCE
8	Custom Calling Services, Business/Business PBX, Individual Features, Call Forwarding Don't Answer -Per central office per line/trunk equipped	\$.00	\$3.00	GCJ
9	BellSouth® TouchStar® service,	\$.00	\$6.50	NSS

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-C869-03
Option 1 of 1

RATES AND CHARGES

	Individual Features, Business, Call Return -Per line			
10	BellSouth® TouchStar® service, Individual Features, Business, Call Block -Per line	\$.00	\$6.50	NSY

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number TN05-C878-04

Option 1 of 1

RATES AND CHARGES

NOTES:

- 1. All rules and regulations for Basic Local Exchange Service from Section A3 of the General Subscriber Services Tariff (GSST) are applicable to this Agreement. The rate elements included herein have been specifically discounted. Other rate elements used in the provision of the service have not been listed, but may be found in the appropriate Company tariff. Examples of other rate elements are: FCC surcharges, regulatory fees, taxes, or charges for features ordered that are not listed in the Agreement.
- 2. Unless otherwise specified in this Agreement, Service Connection Charges as specified in Section A4 of the GSST will apply.
- 3. This CSA and the rates set forth herein apply to Orders for the purchase of Business Lines, Trunks, and/or Business Plus Lines from BellSouth Telecommunications, Inc. (BST) that are reported as regulated services by BST in accordance with the FCC's Part 32 'Uniform System of Accounts'.
- 4. The parties acknowledge and agree that each party is the respective owner of intellectual property and no terms, conditions, rights, or obligations hereunder shall be interpreted to vest in either party any right, title, or interest in or to the other party's intellectual property at any time.

All trademarks and service marks contained herein are the property of BellSouth Intellectual Property Corporation.

END OF ARRANGEMENT AGREEMENT OPTION 1

PRIVATE/PROPRIETARY

CONTAINS PRIVATE AND/OR PROPRIETARY INFORMATION. MAY NOT BE USED OR DISCLOSED OUTSIDE THE BELL SOUTHWEST COMPANIES EXCEPT PURSUANT TO A WRITTEN AGREEMENT. 1/25/2006



**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-C869-03
Option 1 of 1
Attachment 1

KENTUCKY ATTACHMENT

This Agreement is subject to the approval of the Kentucky Public Service Commission. In the event the Commission should modify any rate or provision of this Agreement, the Customer will have the option of accepting the modification(s) or of canceling the Agreement. If accepted, billing will be rendered from the installation date.

RATES AND CHARGES

NOTES (continued)

5. The rates set forth in this Agreement are based upon the Subscriber purchasing from Company a quantity of three hundred eighty-nine (389) flat rate Business Lines, Trunks, and/or Business Plus Lines throughout the BellSouth region ("Minimum Quantity Requirement") within three (3) months of execution of this Agreement and maintaining this Minimum Quantity Requirement throughout the term of this Agreement. The Subscriber's total quantity of flat rate Business Lines, Trunks, and/or Business Plus lines will be reviewed by the Company on the three (3) month anniversary date of the signing of this Agreement and no less than annually on the anniversary date of the signing of this Agreement to determine if the Minimum Quantity Requirement has been met and is being maintained. Failure on the part of the Company to perform this review shall not be considered a waiver of this provision. Should the Minimum Quantity Requirement not be attained within the time period specified, or if it is not maintained at any time after the three (3) month anniversary date, then Customer shall be responsible for the Commitment Shortfall. The "Commitment Shortfall" shall be equal to the number of Business Lines, Trunks, and/or Business Plus lines below the Minimum Quantity Requirement times the rates set forth below:

Line Connection Charge, First Line	\$73.00 each
Line Connection Charge, Additional Lines	\$22.00 each

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number TN05-G548-00

This Contract Service Arrangement (CSA) Agreement ("Agreement") is by and between BellSouth Telecommunications, Inc., a Georgia corporation, d/b/a BellSouth, ("Company") and JB HUNT TRANSPORT ("Customer or Subscriber"), and is entered into pursuant to Tariff Section A5 of the General Subscriber Services Tariff. This Agreement is based upon the following terms and conditions as well as any Attachment(s) affixed and the appropriate lawfully filed and approved tariffs which are by this reference incorporated herein.

1. Subscriber requests and Company agrees, subject to the terms and conditions herein, to provide the service described in this Agreement at the monthly and nonrecurring rates, charges, and conditions as described in this Agreement ("Service"). The rates, charges, and conditions described in this Agreement are binding upon Company and Subscriber for the duration of this Agreement. For the purposes of the effectiveness of the terms and conditions contained herein, this Agreement shall become effective upon execution by both parties. For purposes of the determination of any service period stated herein, said service period shall commence the date upon which installation of the service is completed.
2. Company agrees to provide Subscriber notice of any additional tariffed services required for the installation of the Service. Subscriber agrees to be responsible for all rates, charges and conditions for any additional tariffed services that are ordered by Subscriber.
3. This Agreement is subject to and controlled by the provisions of Company's or any of its affiliated companies' lawfully filed and approved tariffs, including but not limited to Section A2 of the General Subscriber Services Tariff and No. 2 of the Federal Communications Commission Tariff and shall include all changes to said tariffs as may be made from time to time. All appropriate tariff rates and charges shall be included in the provision of this service. Except for the expressed rates, charges, terms and conditions herein, in the event any part of this Agreement conflicts with the terms and conditions of Company's or any of its affiliated companies' lawfully filed and approved tariffs, the tariff shall control.
4. This Agreement may be subject to the appropriate regulatory approval prior to commencement of installation. Should such regulatory approval be denied, after a proper request by Company, this Agreement shall be null, void, and of no effect.
5. If Subscriber cancels this Agreement prior to the completed installation of the Service, but after the execution of this Agreement by Subscriber and Company, Subscriber shall pay all reasonable costs incurred in the implementation of this Agreement prior to receipt of written notice of cancellation by Company. Notwithstanding the foregoing, such reasonable costs shall not exceed all costs which would apply if the work in the implementation of this Agreement had been completed by Company.
6. The rates, charges, and conditions described in this Agreement may be based upon information supplied to Company by the Subscriber, including but not limited to forecasts of growth. If so, Subscriber agrees to be bound by the information provided to Company. Should Subscriber fail to meet its forecasted level of service requirements at any time during the term of this Agreement, Subscriber shall pay all reasonable costs associated with its failure to meet its projected service requirements.
7. (a) If Subscriber cancels this Agreement at any time prior to the expiration of the service period set forth in this Agreement, Subscriber shall be responsible for all termination charges. Unless otherwise specified by the tariff, termination charges are defined as all reasonable charges due or remaining as a result of the minimum service period agreed to by the Company and Subscriber and set forth in this Agreement.

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number TN05-G548-00

(b) Subscriber further acknowledges that it has options for its telecommunications services from providers other than Company and that it has chosen Company to provide the services in this Agreement. Accordingly, if Subscriber assigns this Agreement to a certified reseller of Company local services and the reseller executes a written document agreeing to assume all requirements of this Agreement, Subscriber will not be billed termination charges. However, Subscriber agrees that in the event it fails to meet its obligations under this Agreement or terminates this Agreement or services purchased pursuant to this Agreement in order to obtain services from a facilities based service provider or a service provider that utilizes unbundled network elements, Subscriber will be billed, as appropriate, termination charges as specified in this Agreement.

8. This Agreement shall be construed in accordance with the laws of the State of Tennessee.
9. Except as otherwise provided in this Agreement, notices required to be given pursuant to this Agreement shall be effective when received, and shall be sufficient if given in writing, hand delivered, or United States mail, postage prepaid, addressed to the appropriate party at the address set forth below. Either party hereto may change the name and address to whom all notices or other documents required under this Agreement must be sent at any time by giving written notice to the other party.

Company

BellSouth Telecommunications, Inc.
Assistant Vice President
6055 Primacy Parkway
Memphis, TN 38119

Subscriber

JB HUNT TRANSPORT
615 J. B. HUNT CORPORATE DRIVE
LOWELL, AR 72745

10. Subscriber may not assign its rights or obligations under this Agreement without the express written consent of Company and only pursuant to the conditions contained in the appropriate tariff.
11. In the event that one or more of the provisions contained in this Agreement or incorporated within by reference shall be invalid, illegal, or unenforceable in any respect under any applicable statute, regulatory requirement or rule of law, then such provisions shall be considered inoperative to the extent of such invalidity, illegality, or unenforceability and the remainder of this Agreement shall continue in full force and effect.
12. Subscriber acknowledges that Subscriber has read and understands this Agreement and agrees to be bound by its terms and conditions. Subscriber further agrees that this Agreement, and any orders, constitute the complete and exclusive statement of the Agreement between the parties, superseding all proposals, representations, and/or prior agreements, oral or written, between the parties relating to the subject matter of the Agreement.
13. Acceptance of any order by Company is subject to Company credit and other approvals. Following order acceptance, if it is determined that: (i) the initial credit approval was based on inaccurate or incomplete information; or (ii) the customer's creditworthiness has significantly decreased, Company in its sole discretion reserves the right to cancel the order without liability or suspend the Order until accurate and appropriate credit approval requirements are established and accepted by Customer.
14. This Agreement is not binding upon Company until executed by an authorized employee, partner, or agent of Subscriber and Company. This Agreement may not be modified, amended, or superseded other than by a written instrument executed by both parties, approved by the appropriate Company

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number TN05-G548-00

organization, and incorporated into Company's mechanized system. The undersigned warrant and represent that they have the authority to bind Subscriber and Company to this Agreement.

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number TN05-G548-00
Option 1 of 1

Offer Expiration: This offer shall expire on: 2/10/2006.

Estimated service interval following acceptance date: Negotiable weeks.

Service description:

This Contract Service Arrangement (CSA) provides for BellSouth® Primary Rate ISDN - Voice/Data (Standard) service.

This Agreement provides for a thirty-six (36) month service period.

The minimum service period for each Primary Rate ISDN Line installed under this Agreement, or any existing Primary Rate ISDN Line priced under this agreement, equals the contract period.

The rates in this Contract Service Arrangement Agreement are contingent upon Subscriber executing Contract Service Arrangement Agreements GA05-G556-00, KY05-G554-00, and TN05-G548-00. If the Subscriber fails to execute the above referenced Agreements, the rates, terms and conditions of this Contract Service Arrangement Agreement shall be null and void and rates for the services covered by this Agreement shall revert to the tariff rates.

This Agreement shall be extended for additional one-year terms under the same terms and conditions herein unless either party provides written notice of its intent not to renew the Agreement at least sixty (60) days prior to the expiration of the initial term or each additional one-year term.

Customer Initials

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number TN05-G548-00
Option 1 of 1

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the dates set forth below.

Accepted by:

Subscriber:
JB HUNT TRANSPORT

By: Ken Mangold
Authorized Signature

Printed Name: _____
Ken Mangold, VP of Technical Svcs

Title: _____

Date: 1/12/2006

Company:
BellSouth Telecommunications, Inc.
By: BellSouth Business Systems, Inc.

By: David Peindexter
Authorized Signature

Printed Name: David Peindexter

Title: Sales Manager

Date: 1-12-06

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-G554-00
Option 1 of 1

RATES AND CHARGES

	Rate Elements	Non-Recurring	Monthly Rate	USOC
1	BellSouth® Primary Rate ISDN Access Line, each (Note 2)	\$0.00	\$120.00	1LD1E
2	BellSouth® Primary Rate ISDN Interface, each - Voice/Data (Standard) (Note 2, 3)	\$0.00	\$340.00	PR71V
3	BellSouth® Primary Rate ISDN B-Channel, each - Voice/Data (Standard) (Note 2)	\$0.00	\$5.00	PR7BV
4	BellSouth® Primary Rate ISDN Telephone Numbers, per telephone number requested inward and 2-way	\$0.00	\$0.20	PR7TF
5	BellSouth® Primary Rate ISDN, Calling Name Delivery Feature, Per Primary Rate Interface	\$0.00	\$75.00	PR7CN
6	BellSouth® Primary Rate ISDN D-Channel - No Rate (Provisioning USOC)	\$0.00	\$0.00	PR7EX
7	BellSouth® Primary Rate ISDN, Calling Name Delivery Feature, Per Primary Rate Interface	\$0.00	\$75.00	PR7CN

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number TN05-G548-00
Option 1 of 1

RATES AND CHARGES

NOTES:

1. All applicable rates and regulations for BellSouth® Primary Rate ISDN as set forth in the General Subscriber Services Tariff are in addition to the rates and regulations contained in this CSA with the exception that volume discounts as outlined in the tariff do not apply.
2. The rates set forth in this Agreement are based upon the Subscriber purchasing from Company a quantity of three (3) Primary Rate ISDN Lines throughout the BellSouth region (Minimum Quantity Requirement) within three (3) months of execution of this Agreement and maintaining this Minimum Quantity Requirement throughout the term of this Agreement. The minimum service period for each Primary Rate ISDN Line installed under this Agreement, or any existing Primary Rate ISDN priced under this agreement, equals the contract period.
3. The Subscriber's total quantity of Primary Rate ISDN Lines will be reviewed by the Company on the three (3) month anniversary date of the signing of this Agreement and no less than annually on the anniversary date of the signing of this Agreement to determine if the Minimum Quantity Requirement has been met and is being maintained. Failure on the part of the Company to perform this review shall not be considered a waiver of this provision. Should the Minimum Quantity Requirement not be attained within the time period specified, or if it is not maintained at any time after the three (3) month anniversary date, the discounted Primary Rate ISDN B-Channel rate set forth in this Agreement will increase to the following amount: eight (\$8.00)
5. Apply five End User Common Line Charges for each Primary Rate Interface
6. Other rate elements used in the provision of the service may not have been listed herein but can be found in the appropriate BellSouth tariff.
7. BellSouth agrees to comply with all service related requirements, which are in the control of BellSouth as set out in the appropriate tariff and technical standards. However, in the event that a service related issue arises which is unacceptable to the Customer and where BellSouth has exhausted all reasonable effort to cure the service problem, then, BellSouth and Customer agree to negotiate in good faith a mutually acceptable solution, which may include termination of service.
8. This agreement to negotiate an acceptable solution does not include events related to scheduled preventative maintenance, acts of God or conditions outside of BellSouth's reasonable control.

All trademarks and service marks contained herein are the property of BellSouth Intellectual Property Corporation.

END OF ARRANGEMENT AGREEMENT OPTION 1

PRIVATE/PROPRIETARY

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-G554-00
Option 1 of 1
Attachment 1

KENTUCKY ATTACHMENT

This Agreement is subject to the approval of the Kentucky Public Service Commission. In the event the Commission should modify any rate or provision of this Agreement, the Customer will have the option of accepting the modification(s) or of canceling the Agreement. If accepted, billing will be rendered from the installation date.

RATES AND CHARGES

NOTES (continued)

9. A Termination Liability Charge will be applicable if a Primary Rate ISDN Line is terminated prior to expiration of the Primary Rate ISDN Line minimum service period. The applicable charge is dependent on the service period subscribed to and will be equal to the number of months remaining in the service period times the monthly rate(s) provided under this Agreement. Two payment options are available:
- Continue paying the monthly rate for the remainder of the Agreement term, or
- Make a lump sum payment discounted by the current prime interest rate plus two percentage points.

In addition, the Subscriber will be charged all nonrecurring charges that were waived at installation of each Primary Rate ISDN Line as identified below:

<u>USOC</u>	<u>Nonrecurring Charge</u>
1LD1E	\$875.00, each
PR71V	\$110.00, each
PR7BV	\$ 5.00, each

Furthermore, if Customer disconnects all service offered on this Agreement prior to the expiration of this Agreement, then a Contract Preparation Charge applies in the amount of \$293.00 in addition to Customer's obligation to pay the Commitment Shortfall for the remainder of the term of this Agreement.

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ADDENDUM
AGREEMENT

Case Number GA05-G665-02

MASTER SERVICES AGREEMENT - ORDER ATTACHMENT FOR CSA SERVICES

This Order Attachment Agreement is Made Pursuant to the Master Services Agreement No. GA03-E579-00.

This Agreement is entered into pursuant to Tariff Section A5 of the General Subscriber Services Tariff.

Offer Expiration: This offer shall expire on: 3/4/2006.

Customer's Billing Address:
Toys "R" Us, Inc.
One Geoffrey Way
Wayne, NJ 074702030

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**ADDENDUM
AGREEMENT**Case Number GA05-G665-02
Option 1 of 1

Estimated service interval following acceptance date: Negotiable weeks.

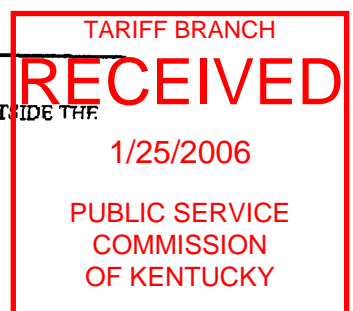
THE UNDERSIGNED PARTIES, BellSouth Telecommunications, Inc., a Georgia corporation, d/b/a BellSouth, ("Company") and Toys "R" Us, Inc. ("Customer or Subscriber"), hereby agree, as acknowledged by their appropriate signatures as set out below, to amend and change Contract Service Arrangement (CSA) Agreement GA03-E495-03. This Addendum Agreement is based upon the following terms and conditions as well as any Attachment(s) affixed and the appropriate lawfully filed and approved tariffs which are by this reference incorporated herein.

1. Subscriber acknowledges that Subscriber has read and understands this Agreement and agrees to be bound by its terms and conditions. Subscriber further agrees that this Agreement, and any orders, constitute the complete and exclusive statement of the Agreement between the parties, superseding all proposals, representations, and/or prior agreements, oral or written, between the parties relating to the subject matter of the Agreement.
2. Acceptance of any order by Company is subject to Company credit and other approvals. Following order acceptance, if it is determined that: (i) the initial credit approval was based on inaccurate or incomplete information; or (ii) the customer's creditworthiness has significantly decreased, Company in its sole discretion reserves the right to cancel the order without liability or suspend the Order until accurate and appropriate credit approval requirements are established and accepted by Customer.
3. This Agreement is not binding upon Company until executed by an authorized employee, partner, or agent of Subscriber and Company. This Agreement may not be modified, amended, or superseded other than by a written instrument executed by both parties, approved by the appropriate Company organization, and incorporated into Company's mechanized system. The undersigned warrant and represent that they have the authority to bind Subscriber and Company to this Agreement.

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Page 2 of 26



**ADDENDUM
AGREEMENT**

Case Number GA05-G665-02

Option 1 of 1

IN WITNESS WHEREOF, the Parties hereto have caused this Order Attachment to be executed by their respective duly authorized representatives on the date indicated below.

Accepted by:

Subscriber:
Toys "R" Us, Inc.

By: [Signature]
Authorized Signature

Printed Name: MANOJ KULKARNI

Title: VP - INFORMATION TECHNOLOGY

Date: 12/22/05

Company:
BellSouth Telecommunications, Inc.
By: BellSouth Business Systems, Inc.

By: [Signature]
Authorized Signature

Printed Name: John R. Cushman

Title: Sales Director

Date: 12/31/05

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**ADDENDUM
AGREEMENT**

Case Number KY05-G664-01
Option 1 of 1

RATES AND CHARGES

	<u>Rate Elements</u>	<u>Non-Recurring</u>	<u>Monthly Rate</u>	<u>USOC</u>
1	Hunting, each (Addendum to KY03-E497-02 - Add Rate Element)	\$00	\$00	HTG

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AGREEMENT

Case Number GA05-G665-02
Option 1 of 1

RATES AND CHARGES

NOTES:

See Georgia Attachment.

END OF ARRANGEMENT AGREEMENT OPTION 1

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number GA05-G675-01
Option 1 of 1
Attachment 1

GEORGIA ATTACHMENT (GA05-G675-00)

Georgia Service Description

This Contract Service Arrangement (CSA) provides for Business Lines as part of Basic Local Exchange Service.

This Agreement is for a service period of twelve (12) months.

This is a regional Contract Service Arrangement (CSA) Agreement and includes terms and conditions for the following state specific Agreements: Alabama (AL05-G661-00), Florida (FL05-G662-00), Georgia (GA05-G665-00), Kentucky (KY05-G664-00), Louisiana (LA05-G681-00), Mississippi (MS05-G682-00), North Carolina (NC05-G685-00) and Tennessee (TN05-G690-00).

Georgia Agreement Notes

1. All rules and regulations of the General Subscriber Services Tariff (GSST) are applicable to this Agreement. The rate elements included herein have been specifically discounted. Other rate elements used in the provision of the service have not been listed, but may be found in the appropriate Company tariff.
2. Unless otherwise provided for in this Agreement, a Termination Liability Charge will be applicable if all or any part of the service is terminated prior to expiration of this Agreement. The applicable charge is dependent on the service period subscribed to and will be equal to the number of months remaining in the service period times the monthly rate provided under this Agreement. Two payment options are available:
 - Continue paying the monthly rate for the remainder of the Agreement term, or
 - Make a lump sum payment discounted by the current prime interest rate plus two percentage points.
3. Unless otherwise specified in this Agreement, Service Connection Charges as specified in Section A4 of the GSST will apply.
4. Nonrecurring charges associated with this Agreement shall not apply for new installations. However, unless otherwise provided for in this Agreement, if all or any part of the service is disconnected prior to the expiration of this Agreement, then the Subscriber will pay full nonrecurring charges that were waived at installation as identified below in addition to applicable termination liability charges:

Line Connection Charge, First Line	\$58.25 each
Line Connection Charge, Additional Lines	\$30.00 each

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number GA05-G675-01
Option 1 of 1
Attachment 1

Furthermore, if Customer disconnects all service offered on this Agreement prior to the expiration of this Agreement, then a Contract Preparation Charge applies in the amount of three hundred forty-two (\$342.00) dollars in addition to applicable termination liability charges.

All trademarks and service marks contained herein are the property of BellSouth Intellectual Property Corporation.

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**ADDENDUM
AGREEMENT**

Case Number KY05-G664-01
Option 1 of 1
Attachment 1

KENTUCKY ATTACHMENT

Kentucky Service Description

This Addendum Agreement to existing CSA KY03-E497-02 extends the Customer's Basic Local Exchange service for twelve (12) months from the Company date of acceptance of this Addendum Agreement and adds the hunting feature.

All terms and conditions of CSA KY03-E497-02 apply to this Addendum Agreement unless modified herein.

Kentucky Agreement Notes

This Agreement is subject to the approval of the Kentucky Public Service Commission. In the event the Commission should modify any rate or provision of this Agreement, the Customer will have the option of accepting the modification(s) or of canceling the Agreement. If accepted, billing will be rendered from the installation date.

There are no other additions, deletions or changes to the above referenced CSA KY03-E497-02 included in this Addendum Agreement. All other terms and conditions as previously agreed and acknowledged remain unchanged and in full force.

PRIVATE/PROPRIETARY

CONTAINS PRIVATE AND/OR PROPRIETARY INFORMATION, MAY NOT BE USED OR DISCLOSED OUTSIDE THE BELLSOUTH COMPANIES EXCEPT PURSUANT TO A WRITTEN AGREEMENT.



**SPECIAL SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-FIT28-00

This Special Service Arrangement (SSA) Agreement ("Agreement") is by and between BellSouth Telecommunications, Inc., a Georgia corporation, d/b/a BellSouth, ("Company") and Blue Grass Army Depot ("Customer or Subscriber"), and is entered into pursuant to Tariff Section B5 of the Private Line Services Tariff. This Agreement is based upon the following terms and conditions as well as any Attachment(s) affixed and the appropriate lawfully filed and approved tariffs which are by this reference incorporated herein.

1. Subscriber requests and Company agrees, subject to the terms and conditions herein, to provide the service described in this Agreement at the monthly and nonrecurring rates, charges, and conditions as described in this Agreement ("Service"). The rates, charges, and conditions described in this Agreement are binding upon Company and Subscriber for the duration of this Agreement. For the purposes of the effectiveness of the terms and conditions contained herein, this Agreement shall become effective upon execution by both parties. For purposes of the determination of any service period stated herein, said service period shall commence the date upon which installation of the service is completed.
2. Company agrees to provide Subscriber notice of any additional tariffed services required for the installation of the Service. Subscriber agrees to be responsible for all rates, charges and conditions for any additional tariffed services that are ordered by Subscriber.
3. This Agreement is subject to and controlled by the provisions of Company's or any of its affiliated companies' lawfully filed and approved tariffs, including but not limited to Section A2 of the General Subscriber Services Tariff and No. 2 of the Federal Communications Commission Tariff and shall include all changes to said tariffs as may be made from time to time. All appropriate tariff rates and charges shall be included in the provision of this service. Except for the expressed rates, charges, terms and conditions herein, in the event any part of this Agreement conflicts with the terms and conditions of Company's or any of its affiliated companies' lawfully filed and approved tariffs, the tariff shall control.
4. This Agreement may be subject to the appropriate regulatory approval prior to commencement of installation. Should such regulatory approval be denied, after a proper request by Company, this Agreement shall be null, void, and of no effect.
5. If Subscriber cancels this Agreement prior to the completed installation of the Service, but after the execution of this Agreement by Subscriber and Company, Subscriber shall pay all reasonable costs incurred in the implementation of this Agreement prior to receipt of written notice of cancellation by Company. Notwithstanding the foregoing, such reasonable costs shall not exceed all costs which would apply if the work in the implementation of this Agreement had been completed by Company.
6. The rates, charges, and conditions described in this Agreement may be based upon information supplied to Company by the Subscriber, including but not limited to forecasts of growth. If so, Subscriber agrees to be bound by the information provided to Company. Should Subscriber fail to meet its forecasted level of service requirements at any time during the term of this Agreement, Subscriber shall pay all reasonable costs associated with its failure to meet its projected service requirements.
7. (a) If Subscriber cancels this Agreement at any time prior to the expiration of the service period set forth in this Agreement, Subscriber shall be responsible for all termination charges. Unless otherwise specified by the tariff, termination charges are defined as all reasonable charges due or remaining as a result of the minimum service period agreed to by the Company and Subscriber and set forth in this Agreement.

(b) Subscriber further acknowledges that it has options for its telecommunications services from providers other than Company and that it has chosen Company to provide the services in this

PRIVATE/PROPRIETARY

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Page 1 of 6



**SPECIAL SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-H128-00

Agreement. Accordingly, if Subscriber assigns this Agreement to a certified reseller of Company local services and the reseller executes a written document agreeing to assume all requirements of this Agreement, Subscriber will not be billed termination charges. However, Subscriber agrees that in the event it fails to meet its obligations under this Agreement or terminates this Agreement or services purchased pursuant to this Agreement in order to obtain services from a facilities based service provider or a service provider that utilizes unbundled network elements, Subscriber will be billed, as appropriate, termination charges as specified in this Agreement.

- 8. This Agreement shall be construed in accordance with the laws of the State of Kentucky.
- 9. Except as otherwise provided in this Agreement, notices required to be given pursuant to this Agreement shall be effective when received, and shall be sufficient if given in writing, hand delivered, or United States mail, postage prepaid, addressed to the appropriate party at the address set forth below. Either party hereto may change the name and address to whom all notices or other documents required under this Agreement must be sent at any time by giving written notice to the other party.

Company
 BellSouth Telecommunications, Inc.
 Assistant Vice President
 3300 W Esplanade Ave. 4th Fl
 Metairie, LA 70002

Subscriber
 Blue Grass Army Depot
 2091 Kingston Hwy
 Richmond, KY 40475

- 10. Subscriber may not assign its rights or obligations under this Agreement without the express written consent of Company and only pursuant to the conditions contained in the appropriate tariff.
- 11. In the event that one or more of the provisions contained in this Agreement or incorporated within by reference shall be invalid, illegal, or unenforceable in any respect under any applicable statute, regulatory requirement or rule of law, then such provisions shall be considered inoperative to the extent of such invalidity, illegality, or unenforceability and the remainder of this Agreement shall continue in full force and effect.
- 12. Subscriber acknowledges that Subscriber has read and understands this Agreement and agrees to be bound by its terms and conditions. Subscriber further agrees that this Agreement, and any orders, constitute the complete and exclusive statement of the Agreement between the parties, superseding all proposals, representations, and/or prior agreements, oral or written, between the parties relating to the subject matter of the Agreement.
- 13. Acceptance of any order by Company is subject to Company credit and other approvals. Following order acceptance, if it is determined that: (i) the initial credit approval was based on inaccurate or incomplete information; or (ii) the customer's creditworthiness has significantly decreased, Company in its sole discretion reserves the right to cancel the order without liability or suspend the Order until accurate and appropriate credit approval requirements are established and accepted by Customer.
- 14. This Agreement is not binding upon Company until executed by an authorized employee, partner, or agent of Subscriber and Company. This Agreement may not be modified, amended, or superseded other than by a written instrument executed by both parties, approved by the appropriate Company organization, and incorporated into Company's mechanized system. The undersigned warrant and represent that they have the authority to bind Subscriber and Company to this Agreement.

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**SPECIAL SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-H128-00

Option 1 of 1

This Agreement is subject to the approval of the Kentucky Public Service Commission. In the event the Commission should modify any rate or provision of this Agreement, the Customer will have the option of accepting the modification(s) or of canceling the Agreement. If accepted, billing will be rendered from the installation date.

Offer Expiration: This offer shall expire on: 1/15/2006.

Estimated service interval following acceptance date. Negotiable weeks.

Service description:

This Special Service Arrangement (SSA) provides for special construction charges to remove aerial entrance facilities and replace with buried entrance facilities.

Tariff rates, charges, terms and conditions apply in addition to this Agreement.

This Agreement provides a one-time charge.

Late payment or interest charges shall be applied to Subscriber invoices in accordance with the applicable requirements of the Federal Acquisition Regulations Prompt Payment Act.

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**SPECIAL SERVICE ARRANGEMENT
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Case Number KY05-H128-00
Option 1 of 1

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the dates set forth below.

Accepted by:

Subscriber:
Blue Grass Army Depot

By: _____
Authorized Signature

Printed Name: _____

Title: _____

Date: _____

Company:
BellSouth Telecommunications, Inc.
By: BellSouth Business Systems, Inc.

By: *[Handwritten Signature]*
Authorized Signature

Printed Name: *CYNTHIA D ROUSHAW* *APP Fed Sales*

Title: *MOB CONTRACTS Fed Sales*

Date: *1/12/06*

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**SPECIAL SERVICE ARRANGEMENT
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Cnsc Number KY05-H128-00
Option 1 of 1

RATES AND CHARGES

<u>Rate Element</u>	<u>Non-Recurring</u>	<u>Monthly Rate</u>	<u>USOC</u>
1. Special Construction for placing new facilities.	\$4,306.00	\$0.00	W000V

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Page 3 of 6



**SPECIAL SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-H128-00
Option 1 of 1

RATES AND CHARGES

NOTES:

These rates and charges are in addition to any tariff rates and charges that may apply.

END OF ARRANGEMENT AGREEMENT OPTION 1

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01/09/2006 14:44

859775868

BGAD TELEPHONE OFFICE

PAGE 02

1. COMMERCIAL ORGANIZATION WORK ORDER		7. WORK ORDER NUMBER		2. DATE OF REQUEST (YYMMDD) 060109	
3a. NAME OF COMPANY PROVIDING SERVICE BELL SOUTH TELECOMMUNICATIONS			4a. NAME OF ORGANIZATION ISSUING WORK ORDER BLUE GRASS ARMY DEPOT		
b. ADDRESS 2180 LACE BULD MAIL CODE 11301 ATLANTA GA 30319-6008			c. ADDRESS 3091 KINGSTON HWY RICHMOND, KY 40475		
SERVICE LOCATION	5a. INSTALLATION NAME BLUE GRASS ARMY DEPOT	c. Bldg. No. 219	8. PERFORMER NAME EVANS, TERRY L.		c. TELEPHONE NO. 859-779-6445
	b. ADDRESS 2091 KINGSTON HWY RICHMOND, KY	d. Room No. 1	9. TITLE IT SPECIALIST		
7. MAX LINE# CBA NO.			8. CBA NUMBER DAA 833 81-C-091D		
9. PER STATION NUMBER 859-779-8000			10. DESIRED COMPLETION DATE (YYMMDD) 060210		
11. DESCRIPTION OF SERVICE		NO. OF LINES	UNIT COST	ESTIMATED CHARGES	
SURVCOPT OF BELL SOUTH FIBER ENTRANCE THAT FEED BLUE GRASS ARMY.		1	4,306.00	MONTHLY	NON-RECURRING
					\$4,306.00
TOTAL ESTIMATED CHARGES					\$4,306.00
12a. NAME OF REQUESTING OFFICER DUANE M. MARCHAM		b. PAY GRADE GS-13	c. SIGNATURE		
12. SIGNATURE CONTRACTING OFFICER					

DD FORM 1387, FEB 02

OPTIONAL FORM NO. 10

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1-5Y0P7S

**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-G723-00

This Contract Service Arrangement (CSA) Agreement ("Agreement") is by and between BellSouth Telecommunications, Inc., a Georgia corporation, d/b/a BellSouth, ("Company") and CGB, ^{FINANCIAL SERVICES} ("Customer or Subscriber"), and is entered into pursuant to Tariff Section A5 of the General Subscriber Services Tariff. This Agreement is based upon the following terms and conditions as well as any Attachment(s) affixed and the appropriate lawfully filed and approved tariffs which are by this reference incorporated herein.

1. Subscriber requests and Company agrees, subject to the terms and conditions herein, to provide the service described in this Agreement at the monthly and nonrecurring rates, charges, and conditions as described in this Agreement ("Service"). The rates, charges, and conditions described in this Agreement are binding upon Company and Subscriber for the duration of this Agreement. For the purposes of the effectiveness of the terms and conditions contained herein, this Agreement shall become effective upon execution by both parties. For purposes of the determination of any service period stated herein, said service period shall commence the date upon which installation of the service is completed.
2. Company agrees to provide Subscriber notice of any additional tariffed services required for the installation of the Service. Subscriber agrees to be responsible for all rates, charges and conditions for any additional tariffed services that are ordered by Subscriber.
3. This Agreement is subject to and controlled by the provisions of Company's or any of its affiliated companies' lawfully filed and approved tariffs, including but not limited to Section A2 of the General Subscriber Services Tariff and No. 2 of the Federal Communications Commission Tariff and shall include all changes to said tariffs as may be made from time to time. All appropriate tariff rates and charges shall be included in the provision of this service. Except for the expressed rates, charges, terms and conditions herein, in the event any part of this Agreement conflicts with the terms and conditions of Company's or any of its affiliated companies' lawfully filed and approved tariffs, the tariff shall control.
4. This Agreement may be subject to the appropriate regulatory approval prior to commencement of installation. Should such regulatory approval be denied, after a proper request by Company, this Agreement shall be null, void, and of no effect.
5. If Subscriber cancels this Agreement prior to the completed installation of the Service, but after the execution of this Agreement by Subscriber and Company, Subscriber shall pay all reasonable costs incurred in the implementation of this Agreement prior to receipt of written notice of cancellation by Company. Notwithstanding the foregoing, such reasonable costs shall not exceed all costs which would apply if the work in the implementation of this Agreement had been completed by Company.
6. The rates, charges, and conditions described in this Agreement may be based upon information supplied to Company by the Subscriber, including but not limited to forecasts of growth. If so, Subscriber agrees to be bound by the information provided to Company. Should Subscriber fail to meet its forecasted level of service requirements at any time during the term of this Agreement, Subscriber shall pay all reasonable costs associated with its failure to meet its projected service requirements.
7. (a) If Subscriber cancels this Agreement at any time prior to the expiration of the service period set forth in this Agreement, Subscriber shall be responsible for all termination charges. Unless otherwise specified by the tariff, termination charges are defined as all reasonable charges due or remaining as a result of the minimum service period agreed to by the Company and Subscriber and set forth in this Agreement.

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-G723-00

(b) Subscriber further acknowledges that it has options for its telecommunications services from providers other than Company and that it has chosen Company to provide the services in this Agreement. Accordingly, if Subscriber assigns this Agreement to a certified reseller of Company local services and the reseller executes a written document agreeing to assume all requirements of this Agreement, Subscriber will not be billed termination charges. However, Subscriber agrees that in the event it fails to meet its obligations under this Agreement or terminates this Agreement or services purchased pursuant to this Agreement in order to obtain services from a facilities based service provider or a service provider that utilizes unbundled network elements, Subscriber will be billed, as appropriate, termination charges as specified in this Agreement.

- 8. This Agreement shall be construed in accordance with the laws of the State of Kentucky.
- 9. Except as otherwise provided in this Agreement, notices required to be given pursuant to this Agreement shall be effective when received, and shall be sufficient if given in writing, hand delivered, or United States mail, postage prepaid, addressed to the appropriate party at the address set forth below. Either party hereto may change the name and address to whom all notices or other documents required under this Agreement must be sent at any time by giving written notice to the other party.

Company
 BellSouth Telecommunications, Inc.
 Assistant Vice President
 1110 Montclair Place, Ste 299
 Mobile, AL 36609

Subscriber
 CGB *AGG FINANCIAL SERVICES*
 GRAIN CO 1047 S 15TH ST
 LOUISVILLE, KY 40210

- 10. Subscriber may not assign its rights or obligations under this Agreement without the express written consent of Company and only pursuant to the conditions contained in the appropriate tariff.
- 11. In the event that one or more of the provisions contained in this Agreement or incorporated within by reference shall be invalid, illegal, or unenforceable in any respect under any applicable statute, regulatory requirement or rule of law, then such provisions shall be considered inoperative to the extent of such invalidity, illegality, or unenforceability and the remainder of this Agreement shall continue in full force and effect.
- 12. Subscriber acknowledges that Subscriber has read and understood this Agreement and agrees to be bound by its terms and conditions. Subscriber further agrees that this Agreement, and any orders, constitute the complete and exclusive statement of the Agreement between the parties, superseding all proposals, representations, and/or prior agreements, oral or written, between the parties relating to the subject matter of the Agreement.
- 13. Acceptance of any order by Company is subject to Company credit and other approvals. Following order acceptance, if it is determined that: (i) the initial credit approval was based on inaccurate or incomplete information; or (ii) the customer's creditworthiness has significantly decreased, Company in its sole discretion reserves the right to cancel the order without liability or suspend the Order until accurate and appropriate credit approval requirements are established and accepted by Customer.
- 14. This Agreement is not binding upon Company until executed by an authorized employee, partner, or agent of Subscriber and Company. This Agreement may not be modified, amended, or superseded other than by a written instrument executed by both parties, approved by the appropriate Company

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-G723-00

organization, and incorporated into Company's mechanized system. The undersigned warrant and represent that they have the authority to bind Subscriber and Company to this Agreement.

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-G723-00
Option 1 of 1

This Agreement is subject to the approval of the Kentucky Public Service Commission. In the event the Commission should modify any rate or provision of this Agreement, the Customer will have the option of accepting the modification(s) or of canceling the Agreement. If accepted, billing will be rendered from the installation date.

Offer Expiration: This offer shall expire on: 2/12/2006.

Estimated service interval following acceptance date: Negotiable weeks.

Service description:

This Contract Service Arrangement (CSA) provides for BellSouth® Primary Rate ISDN - Voice/Data (Standard) service.

This Agreement provides for a twenty-four (24) month service period. (Notes 1,2,4)

This Agreement shall be extended for additional one-year terms under the same terms and conditions herein unless either party provides written notice of its intent not to renew the Agreement at least sixty (60) days prior to the expiration of the initial term or each additional one-year term.

Customer Initials _____

NA

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Page 4 of 7

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CONTRACT SERVICE ARRANGEMENT
AGREEMENT

Case Number KY05-G723-00
Option 1 of 1

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the dates set forth below.

Accepted by:

Subscriber:
CGB, Inc.

By: Betty Perry
Authorized Signature

Printed Name: BETTY PERRY

Title: TELECOM MANAGER

Date: 12/02/05

Company:

BellSouth Telecommunications, Inc.
By: BellSouth Business Systems, Inc.

By: Vicki Dove
Authorized Signature

Printed Name: Vicki Dove

Title: Sales Director

Date: 12/02/05

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-G723-00
Option 1 of 1

RATES AND CHARGES

	<u>Rate Elements</u>	<u>Non-Recurring</u>	<u>Monthly Rate</u>	<u>USOC</u>
1	BellSouth® Primary Rate ISDN Access Line, each (Note 2)	\$0.00	\$130.00	ILD1E
2	BellSouth® Primary Rate ISDN Interface, each - Voice/Data (Standard) (Note 2, 3)	\$0.00	\$375.00	PR71V
3	BellSouth® Primary Rate ISDN B-Channel, each - Voice/Data (Standard) (Note 2)	\$0.00	\$8.00	PR7BV
4	BellSouth® Primary Rate ISDN Telephone Numbers, per telephone number requested inward and 2-way	\$0.00	\$0.20	PR7TF
5	BellSouth® Primary Rate ISDN, Calling Name Delivery Feature, Per Primary Rate Interface	\$0.00	\$0.00	PR7CN
6	BellSouth® Primary Rate ISDN D-Channel - No Rate (Provisioning USOC)	\$0.00	\$0.00	PR7EX
7	Redirecting Number Feature for BellSouth® Primary Rate ISDN	\$0.00	\$0.00	PR7RN
8	Standard Voice Network Interface, For use with digital services, Miniature eight	\$0.00	\$0.00	RJ48X

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-G723-00
Option 1 of 1

RATES AND CHARGES

NOTES:

1. All rules and regulations for BellSouth® Primary Rate ISDN service as set forth in the General Subscriber Services Tariff (GSST) are applicable to this Agreement. The rate elements included herein have been specifically discounted. Other rate elements used in the provision of the service have not been listed, but may be found in the appropriate Company tariff. Examples of other rate elements are: FCC surcharges, regulatory fees, taxes, or charges for features ordered that are not listed in the Agreement.
2. The following nonrecurring charges will not apply upon initial installation. However, if the service is disconnected prior to the expiration of this CSA, then Subscriber will pay full nonrecurring charges as identified below in addition to applicable termination liability charges:

<u>USOC</u>	<u>Nonrecurring Charge</u>
Contract Preparation Charge	\$293.00
ILD1E	\$875.00, each
PR71V	\$110.00, each
PR7BV	\$ 5.00, each
RJ48X	\$ 8.00, each

3. Apply five End User Common Line Charges for each Primary Rate Interface.

All trademarks and service marks contained herein are the property of BellSouth Intellectual Property Corporation.

END OF ARRANGEMENT AGREEMENT OPTION 1

PRIVATE/PROPRIETARY

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J1CDEX JTCNMY

BBSA Agreement No. FL83-C813-88
Regulated Services Agreement FL83-C813-18
Amendment

AMENDMENT TO BELLSOUTH BUSINESSSM MASTER AGREEMENT FOR
REGULATED SERVICES AND VOLUME & TERM AGREEMENT

This Amendment is to the BellSouth Business Master Agreement for Regulated Services and Volume & Term Agreement FL83-C813-18, entered into between BellSouth Telecommunications, Inc. by BellSouth Business Systems, Inc. ("BellSouth") and CSX Technology ("Customer") on May 3, 2004.

- A. The second sentence of section 6.7 Term shall read as follows:
The Term of the Agreement is forty (40) months.
- B. The Baseline for the first Contract Year is \$4,185,421.
- C. The following services will be added as Reward Eligible Services:
 Watchdog
 O/E Premium Ext.
 Tr Lines
 Analog Data Service
 Alarm & Control Ckt
 Voice Grade Non-Data
 Backup Line
 Enhanced Caller ID
 BellSouth Centrex
 Multiserv

Except for the foregoing, the remaining terms and conditions of the BellSouth Business Master Agreement for Regulated Services and Volume & Term Agreement remain fully applicable between BellSouth and Customer.

Customer:

CSX Technology

By: [Signature]

Printed Name: FRANCIS S. SEXTON

Title: VP. P. M.

Date: 11/17/04

BellSouth Telecommunications, Inc.
By: BellSouth Business Systems, Inc.

By: [Signature]

Printed Name: JOEL B. BERRY

Title: Vice President General Mgr.

Date: 11/17/04

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 OF KENTUCKY

SEP-14-2005(WED) 16:10 BELLSOUTH

(FAX) 561-640-6619

P. 002/003

09/14/2005 15:35 BBS 19TH FL + 8246619

BBMA Agreement No. FL03-CB13-00
Regulated Services Agreement FL03-CB13-10
Amendment #1

**AMENDMENT #1 TO BELLSOUTH BUSINESSSM MASTER AGREEMENT AND
REGULATED SERVICES VOLUME & TERM AGREEMENT**

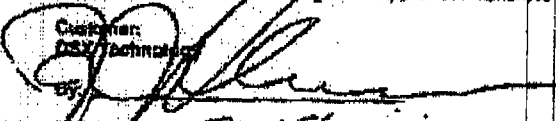
This Amendment #1 is to the BellSouth Business Master Agreement FL03-CB13-00 and the Regulated Services Agreement Volume & Term Agreement FL03-CB13-10, entered into between BellSouth Companies listed therein, by BellSouth Business Systems, Inc. ("BellSouth") and CSX Technology ("Customer") on May 2, 2004.

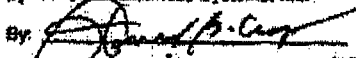
- I. As it pertains to the BellSouth Business Master Agreement Regulated Services Agreement FL03-CB13-10
 - A. Customer and BellSouth agree to extend the Term of the BBMA Regulated Services Agreement, FL03-CB13-10, for an additional nine (9) months. The Expiration Date of Agreement is amended from March 31, 2007 and now shall be December 31, 2007.
 - B. The second sentence of Section 14 Business Change shall be amended by removing provision (a), in its entirety, which states "(a) to reduce its overall use of telecommunications" from the Agreement.
 - C. Customer and BellSouth agree, in accordance with Section 7.4 of BBMA RSA FL03-CB13-10, that the Customer's Annual Revenue Commitment will be adjusted due to the Contract Service Arrangement ALD4-S036-03, FL04-S101-05, GAD4-S102-05, KY04-S103-05, LAB4-S105-05, MS04-S108-04, NCD4-S111-05, SO04-S112-05 and TN04-S108-05 at the VAT Annual True-Up, so as not negatively impact the Customer's ability to meet its ARC.

Customer's Baseline, as defined in Section 6.2 of BBMA-RSA-FL03-CB13-10, which will be determined during the November 2005 VAT Annual True-Up is estimated at \$4,200,000 without accounting for the consideration of \$880,000 in projected savings proposed by BellSouth to amend the CSA and BBMA RSA FL03-CB13-10. The parties agree that these projected savings for the Contract Year from December 1, 2005 - November 30, 2006, will be reflected in Customer's Baseline for the Contract Year, December 1, 2005 - November 30, 2006. The Annual Revenue Commitment for each Contract Year will remain at eighty-two (82%) of the Baseline Billing for the Contract Year.

Furthermore, Customer has notified BellSouth that for network diversity it must remove an estimated \$450,000 in DS3 and T1 services from BellSouth's SMARTing from fall of 2005 through November 20, 2006. BellSouth agrees to review Customer's billing quarterly, and apply Sections 7, 14, 15 & 16 of the BBMA RSA FL03-CB13-10 to the Baseline and Annual Revenue Commitment to prevent Customer from knowingly entering into a Shortfall.
- II. As it pertains to the BellSouth Business Master Agreement FL03-CB13-00
 - A. The first sentence of Section 8.3, shall be replaced in its entirety with the following language: Data Equipment components shall be invoiced and payable upon delivery and acceptance of Equipment by the Customer for Orders of \$250,000 or less. For Data Equipment component Orders that exceed \$250,000, a progressive payment schedule will be negotiated at the time of the Data Equipment Order.

Except for the foregoing, the remaining terms and conditions of the BellSouth Business Master Agreement, the Regulated Services and Volume & Term Agreement, and Amendment remain fully executable between BellSouth and Customer.

Customer:
CSX Technology
By: 
Printed Name: Fran Chinnici
Title: V.P. Purchasing MGMTS.
Date: 9-13-05

BellSouth Companies
By: BellSouth Business Systems, Inc.
By: 
Printed Name: Stuart A. Craft
Title: Vice President General Mgr.
Date: 9/13/05

11d

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BBMA Agreement No. FL03-C813-00
Regulated Services Agreement FL03-C813-10
Amendment II

**AMENDMENT II TO BELLSOUTH BUSINESSSM MASTER AGREEMENT AND
REGULATED SERVICES VOLUME & TERM AGREEMENT**

This Amendment II is to the BellSouth Business Master Agreement FL03-C813-00 and the Regulated Services Agreement Volume & Term Agreement FL03-C813-10, entered into between BellSouth Companies listed therein, by BellSouth Business Systems, Inc. ("BellSouth") and CSX Technology ("Customer") on May 3, 2004.

I. As it pertains to the BellSouth Business Master Agreement Regulated Services Agreement FL03-C813-10

- A. Customer and BellSouth agree to extend the Term of the BBMA Regulated Services Agreement, FL03-C813-10, for an additional nine (9) months. The Expiration Date of Agreement is amended from March 31, 2007 and now shall be December 31, 2007.
- B. The second sentence of Section 14 Business Change shall be amended by removing provision (a), in its entirety, which states "(a) to reduce its overall use of telecommunications" from this Agreement.
- C. Customer and BellSouth agree, in accordance with Section 7.4 of BBMA RSA FL03-C813-10, that the Customer's Annual Revenue Commitment will be adjusted due to the Contract Service Arrangements AL04-5086-05, FL04-5101-05, GA04-5102-05, KY04-5103-05, LA04-5105-05, MS04-5106-04, NC04-5111-05, SC04-5112-05 and TN04-5109-05 at the V&T Annual True-Up, as to not negatively impact the Customer's ability to meet its ARC.

Customer's Baseline, as defined in Section 6.2 of BBMA-RSA-FL03-C813-10, which will be determined during the November 2006 V&T Annual True-Up is estimated at \$4,200,000 without accounting for the consideration of \$890,000 in projected savings proposed by BellSouth to extend the CSA and BBMA RSA FL03-C813-10. The parties agree that these projected savings for the Contract Year from December 1, 2005 - November 30, 2006, will be reflected in Customer's Baseline for the Contract Year, December 1, 2005 - November 30, 2006. The Annual Revenue Commitment for each Contract Year will remain as eighty-five (85%) of the Baseline billing for the Contract Year.

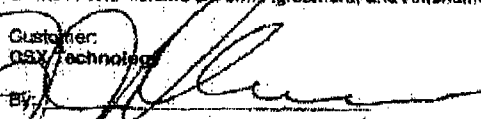
Furthermore, Customer has notified BellSouth that for network diversity it must remove an estimated \$450,000 in DS3 and T1 services from BellSouth's SMARTFiling from fall of 2005 through November 20, 2006. BellSouth agrees to review Customer's billing quarterly, and apply Sections 7, 14, 15 & 19 of the BBMA RSA FL03-C813-10 to the Baseline and Annual Revenue Commitment to prevent Customer from knowingly entering into a Shortfall.

II. As it pertains to the BellSouth Business Master Agreement FL03-C813-00

- A. The first sentence of Section 9.3, shall be replaced in its entirety with the following language: Data Equipment components shall be invoiced and payable upon delivery and acceptance of Equipment by the Customer for Orders of \$250,000 or less. For Data Equipment component Orders that exceed \$250,000, a progressive payment schedule will be negotiated at the time of the Data Equipment Order.

Except for the foregoing, the remaining terms and conditions of the BellSouth Business Master Agreement, the Regulated Services and Volume & Term Agreement, and Amendment remain fully executable between BellSouth and Customer.

Customer:
CSX Technology

By: 

Printed Name: FRAN CHINNICI

Title: V.P. Purchasing Manager

Date: 9-13-05

BellSouth Companies
By: BellSouth Business Systems, Inc.

By: _____

Printed Name: _____

Title: _____

Date: _____

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number FL05-G670-03

MASTER SERVICES AGREEMENT - ORDER ATTACHMENT FOR CSA SERVICES

This Order Attachment Agreement is Made Pursuant to the Master Services Agreement No.

FL04-5852-10

This Agreement is entered into pursuant to Tariff Section A5 of the General Subscriber Services Tariff.

Offer Expiration: This offer shall expire on: 4/7/2006.

Customer's Billing Address:
FIDELITY National Financial
661 RIVERSIDE AVE
JACKSONVILLE, FL 32204

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number FL05-G670-03
Option 1 of 1

Estimated service interval following acceptance date: Negotiable weeks

Service description:

This Contract Service Arrangement (CSA) provides for intraLATA Frame Relay Service and Broadband Line-Fast Packet Option (FPO) Service.

The service period for this Agreement is twenty-four (24) months.

Under this Agreement, this service may only be purchased by Customers whose traffic on this service will be at least 90% intrastate. Customer is responsible for complying with this requirement, and by ordering or accepting such service under this Agreement, Customer is representing to the Company that its traffic on the service will be at least 90% intrastate.

This Agreement is not binding upon Company until executed by an authorized employee, partner, or agent of Subscriber and Company. This Agreement may not be modified, amended, or superseded other than by a written instrument executed by both parties, approved by the appropriate Company organization, and incorporated into Company's mechanized system. The undersigned warrant and represent that they have the authority to bind Subscriber and Company to this Agreement.

This Agreement shall be extended for additional one-year terms under the same terms and conditions herein unless either party provides written notice of its intent not to renew the Agreement at least sixty (60) days prior to the expiration of the initial term or each additional one-year term.

Customer Initials

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TO: Faxination

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DEC-14-2005 16:33 FROM: BELL SO BUS SYS

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number PL05-G670-03

Option 1 of 1

IN WITNESS WHEREOF, the Parties hereto have caused this Order Attachment to be executed by their respective duly authorized representatives on the date indicated below.

Accepted by:

Subscriber:
FIDELITY National Financial

By: [Signature]
Authorized Signature

Printed Name: Edward J. Dewey

Title: EVP, Chief Administration Officer

Date: 12/13/05

Company:
BellSouth Telecommunications, Inc.
By: BellSouth Business Systems, Inc.

By: [Signature]
Authorized Signature

Printed Name: Raymond M. Rhodes

Title: Asst. Vice President

Date: 12/13/05

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CONTRACT SERVICE ARRANGEMENT AGREEMENT

Case Number KY05-G877-03

Option 1 of 1

RATES AND CHARGES

	<u>Rate Elements</u>	<u>Non-Recurring</u>	<u>Monthly Rate</u>	<u>USOC</u>
1	Customer Connection to Frame Relay. A minimum of one Customer Connection is required per Customer to subscribe to Frame Relay Service. 56 Kbps, each	\$.00	\$34.30	FRH56
2	Customer Connection to Frame Relay. A minimum of one Customer Connection is required per Customer to subscribe to Frame Relay Service. 64 Kbps, each	\$.00	\$34.30	FRH64
3	Customer Connection to Frame Relay. A minimum of one Customer Connection is required per Customer to subscribe to Frame Relay Service. 320 Kbps, each	\$.00	\$212.80	FRH32
4	Subrate T1 Customer Connection to Frame Relay. A minimum of one Customer Connection is required per Customer to subscribe to Frame Relay Service. 128 Kbps, each	\$.00	\$108.50	FRHS1
5	Subrate T1 Customer Connection to Frame Relay. A minimum of one Customer Connection is required per Customer to subscribe to Frame Relay Service. 256 Kbps, each	\$.00	\$129.50	FRHS2
6	Subrate T1 Customer Connection to Frame Relay. A minimum of one Customer Connection is required per Customer to subscribe to Frame Relay Service. 384 Kbps, each	\$.00	\$183.60	FRHS3
7	Subrate T1 Customer Connection to Frame Relay. A minimum of one Customer Connection is required per Customer to subscribe to Frame Relay Service. 512 Kbps, each	\$.00	\$210.60	FRHS5
8	Customer Connection to Frame Relay. A minimum of one Customer Connection is required per Customer to subscribe to Frame Relay Service.	\$.00	\$223.30	FRHS8

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

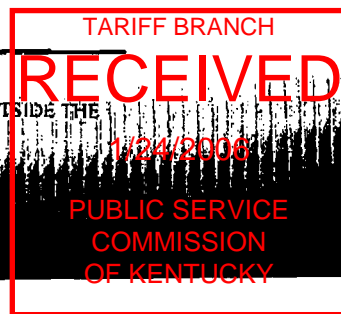
Case Number KY05-G877-03
Option 1 of 1

RATES AND CHARGES

	1.536 Mbps, each			
9	Subrate T3 Customer Connection to Frame Relay. A minimum of one Customer Connection is required per Customer to subscribe to Frame Relay Service. 3 Mbps, each	\$0.00	\$630.00	FRHO3
10	Subrate T3 Customer Connection to Frame Relay. A minimum of one Customer Connection is required per Customer to subscribe to Frame Relay Service. 6 Mbps, each	\$0.00	\$672.00	FRHO6
11	Subrate T3 Customer Connection to Frame Relay. A minimum of one Customer Connection is required per Customer to subscribe to Frame Relay Service. 9 Mbps, each	\$0.00	\$799.40	FRHO9
12	Subrate T3 Customer Connection to Frame Relay. A minimum of one Customer Connection is required per Customer to subscribe to Frame Relay Service. 12 Mbps, each	\$0.00	\$926.80	FRI12M
13	Subrate T3 Customer Connection to Frame Relay. A minimum of one Customer Connection is required per Customer to subscribe to Frame Relay Service. 15 Mbps, each	\$0.00	\$1,054.20	FRH5M
14	Subrate T3 Customer Connection to Frame Relay. A minimum of one Customer Connection is required per Customer to subscribe to Frame Relay Service. 18 Mbps, each	\$0.00	\$1,181.60	FRH18
15	Subrate T3 Customer Connection to Frame Relay. A minimum of one Customer Connection is required per Customer to subscribe to Frame Relay Service. 21 Mbps, each	\$0.00	\$1,309.00	FRH21M
16	Subrate T3 Customer Connection to Frame Relay. A minimum of one Customer Connection is required per Customer to subscribe to Frame Relay Service. 24 Mbps, each	\$0.00	\$1,436.40	FRH24M
17	Subrate T3 Customer Connection to Frame Relay. A minimum of one Customer Connection is required per Customer to subscribe to Frame Relay Service.	\$0.00	\$1,563.80	FRH27

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-G877-03
Option 1 of 1

RATES AND CHARGES

27 Mbps, each

18	Subrate T3 Customer Connection to Frame Relay. A minimum of one Customer Connection is required per Customer to subscribe to Frame Relay Service.	\$.00	\$1,691.20	FRH30
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30 Mbps, each

19	Subrate T3 Customer Connection to Frame Relay. A minimum of one Customer Connection is required per Customer to subscribe to Frame Relay Service.	\$.00	\$1,818.60	FRH33
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33 Mbps, each

20	Subrate T3 Customer Connection to Frame Relay. A minimum of one Customer Connection is required per Customer to subscribe to Frame Relay Service.	\$.00	\$1,946.00	FRH36
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44.210 Mbps, each

21	MultiLink Customer Connection to Frame Relay. A minimum of one Customer Connection is required per Customer to subscribe to Frame Relay Service.	\$.00	\$504.00	FRHM3
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3 Mbps, each

22	MultiLink Customer Connection to Frame Relay. A minimum of one Customer Connection is required per Customer to subscribe to Frame Relay Service.	\$.00	\$630.00	FRHM6
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6 Mbps, each

23	MultiLink Customer Connection to Frame Relay. A minimum of one Customer Connection is required per Customer to subscribe to Frame Relay Service.	\$.00	\$756.00	FRHM9
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9 Mbps, each

24	MultiLink Customer Connection to Frame Relay. A minimum of one Customer Connection is required per Customer to subscribe to Frame Relay Service.	\$.00	\$882.00	FRHM12
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12 Mbps, each

25	Broadband Line-FPO, 56 Kbps, each	\$.00	\$35.70	FP156
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26	Broadband Line-FPO, 64 Kbps, each	\$.00	\$35.70	FP164
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27	Broadband Line-FPO, 1.536 Mbps, each	\$.00	\$95.20	FP115
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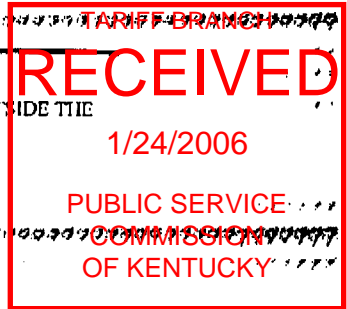
Case Number KY05-G877-03 Option 1 of 1

RATES AND CHARGES

28	Broadband Line-FPO, 44.210 Mbps, each	\$.00	\$910.00	FP144
29	Customer Connection to Frame Relay. A minimum of one Customer Connection is required per Customer to subscribe to Frame Relay Service. 128 Kbps, each	\$.00	\$51.80	FRH12
30	Customer Connection to Frame Relay. A minimum of one Customer Connection is required per Customer to subscribe to Frame Relay Service. 256 Kbps, each	\$.00	\$102.90	FRH25
31	Customer Connection to Frame Relay. A minimum of one Customer Connection is required per Customer to subscribe to Frame Relay Service. 384 Kbps, each	\$.00	\$223.30	FRH38
32	Customer Connection to Frame Relay. A minimum of one Customer Connection is required per Customer to subscribe to Frame Relay Service. 512 Kbps, each	\$.00	\$223.30	FRH76
33	Customer Connection to Frame Relay. A minimum of one Customer Connection is required per Customer to subscribe to Frame Relay Service. 768 Kbps, each	\$.00	\$223.30	FRH24
34	Customer Connection to Frame Relay. A minimum of one Customer Connection is required per Customer to subscribe to Frame Relay Service. 1024 Kbps, each	\$.00	\$.00	FRH15
35	Frame Relay Service, Subrate T1 Speed Change Charge	\$.00	\$.00	FRH15
36	Frame Relay Service, Fractional T1 to Subrate T1 Change Charge	\$.00	\$.00	FRH15

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number FL05-G670-03
Option 1 of 1

RATES AND CHARGES

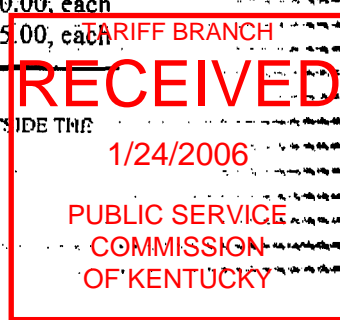
NOTES:

- All rules and regulations for Frame Relay Service and Broadband Line-FPO Service from Section A40 of the General Subscriber Services Tariff (GSST) are applicable to this Agreement. The rate elements included herein have been specifically discounted. Other rate elements used in the provision of the service have not been listed, but may be found in the appropriate Company tariff. Examples of other rate elements are: FCC surcharges, regulatory fees, taxes, or charges for features ordered that are not listed in the Agreement.
- The following nonrecurring charges will not apply upon initial installation. However, if any of the service is disconnected prior to the expiration of this C.S.A., then Subscriber will pay full nonrecurring charges as identified below in addition to applicable termination liability charges and a Contract Preparation Charge of (\$326.00) dollars:

Customer Connection at 56 Kbps (FRH56)	\$ 400.00, each
Customer Connection at 64 Kbps (FRH64)	\$ 400.00, each
Customer Connection at 128 Kbps (FRH12)	\$ 460.00, each
Customer Connection at 192 Kbps (FRH19)	\$ 460.00, each
Customer Connection at 256 Kbps (FRH25)	\$ 460.00, each
Customer Connection at 320 Kbps (FRH32)	\$ 460.00, each
Customer Connection at 384 Kbps (FRH38)	\$ 525.00, each
Customer Connection at 512 Kbps (FRH51)	\$ 525.00, each
Customer Connection at 768 Kbps (FRH76)	\$ 525.00, each
Customer Connection at 1024 Kbps (FRH24)	\$ 525.00, each
Subrate T1 Customer Connection at 128 Kbps (FRHS1)	\$ 525.00, each
Subrate T1 Customer Connection at 256 Kbps (FRHS2)	\$ 525.00, each
Subrate T1 Customer Connection at 384 Kbps (FRHS3)	\$ 525.00, each
Subrate T1 Customer Connection at 512 Kbps (FRHS5)	\$ 525.00, each
Subrate T1 Customer Connection at 768 Kbps (FRHS7)	\$ 525.00, each
Subrate T1 Customer Connection at 1152 Kbps (FRHS8)	\$ 525.00, each
Customer Connection at 1.536 Mbps (FRH15)	\$ 525.00, each
MultiLink Customer Connection at 3 Mbps (FRHM3)	\$ 500.00, each
MultiLink Customer Connection at 6 Mbps (FRHM6)	\$ 600.00, each
MultiLink Customer Connection at 9 Mbps (FRHM9)	\$ 800.00, each
MultiLink Customer Connection at 12 Mbps (FRHM2)	\$ 1,000.00, each
Subrate T3 Customer Connection at 3 Mbps (FRHO3)	\$ 2,000.00, each
Subrate T3 Customer Connection at 6 Mbps (FRHO6)	\$ 2,000.00, each
Subrate T3 Customer Connection at 9 Mbps (FRHO9)	\$ 2,000.00, each
Subrate T3 Customer Connection at 12 Mbps (FRH2M)	\$ 2,000.00, each
Subrate T3 Customer Connection at 15 Mbps (FRH5M)	\$ 2,000.00, each
Subrate T3 Customer Connection at 18 Mbps (FRH18)	\$ 2,000.00, each
Subrate T3 Customer Connection at 21 Mbps (FRH21)	\$ 2,000.00, each
Subrate T3 Customer Connection at 24 Mbps (FRH4M)	\$ 2,000.00, each
Subrate T3 Customer Connection at 27 Mbps (FRH27)	\$ 2,000.00, each
Subrate T3 Customer Connection at 30 Mbps (FRH30)	\$ 2,000.00, each
Subrate T3 Customer Connection at 33 Mbps (FRH33)	\$ 2,000.00, each
Customer Connection at 44.210 Mbps (FRH10)	\$ 1,225.00, each

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number FL05-G670-03

Broadband Line at 56 Kbps (FP156)	\$ 450.00, each
Broadband Line at 64 Kbps (FP164)	\$ 450.00, each
Broadband Line at 1.536 Mbps (FP175)	\$ 465.00, each
Broadband Line at 44.210 Mbps (FP144)	\$1,000.00, each
Subrate T1 Speed Change Charge (FRHT1)	\$ 190.00, each
Fractional T1 to Subrate T1 Change Charge (FRHFS)	\$ 180.00, each

3. This Contract Service Arrangement must be converted to tariff service at the end of the contract, or this Agreement must be renegotiated.

All trademarks and service marks contained herein are the property of BellSouth Intellectual Property Corporation.

END OF ARRANGEMENT AGREEMENT OPTION 1

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-G877-03
Option 1 of 1
Attachment 1

KENTUCKY ATTACHMENT

This Agreement is subject to the approval of the Kentucky Public Service Commission. In the event the Commission should modify any rate or provision of this Agreement, the Customer will have the option of accepting the modification(s) or of canceling the Agreement. If accepted, billing will be rendered from the installation date.

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number NC05-E803-01

MASTER SERVICES AGREEMENT - ORDER ATTACHMENT FOR CSA SERVICES

This Order Attachment Agreement is Made Pursuant to the Master Services Agreement No. NC05-0603-00.

This Agreement is entered into pursuant to Tariff Section A5 of the General Subscriber Services Tariff.

Offer Expiration: This offer shall expire on: 1/19/2006.

Customer's Billing Address:
FRESENIUS MEDICAL CARE NORTH AMERICA
95 Hayden Ave
Lexington, MA 024209192

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number NC05-E803-01

Option 1 of 1

Estimated service interval following acceptance date: Negotiable weeks

Service description:

This Contract Service Arrangement (CSA) provides for Business Lines and Hunting as part of Basic Local Exchange Service.

This Agreement is for a service period of twenty-four (24) months.

This Agreement is not binding upon Company until executed by an authorized employee, partner, or agent of Subscriber and Company. This Agreement may not be modified, amended, or superseded other than by a written instrument executed by both parties, approved by the appropriate Company organization, and incorporated into Company's mechanized system. The undersigned warrant and represent that they have the authority to bind Subscriber and Company to this Agreement.

This Agreement shall be extended for additional one-year terms under the same terms and conditions herein unless either party provides written notice of its intent not to renew the Agreement at least sixty (60) days prior to the expiration of the initial term or each additional one-year term.

Customer Initials TR

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number NC05-E803-01
Option 1 of 1

IN WITNESS WHEREOF, the Parties hereto have caused this Order Attachment to be executed by their respective duly authorized representatives on the date indicated below.

Accepted by:

Subscriber:
FRESENIUS MEDICAL CARE NORTH AMERICA

By: Richard Reid
Authorized Signature

Printed Name: RICHARD R REID

Title: Voice Communications Manager

Date: 12/21/2005

Company:
BellSouth Telecommunications, Inc.
By: BellSouth Business Systems, Inc.

By: [Signature]
Authorized Signature

Printed Name: Paul Gibbs

Title: Sls Mgr

Date: 1/3/08

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-E800-01

Option 1 of 1

RATES AND CHARGES

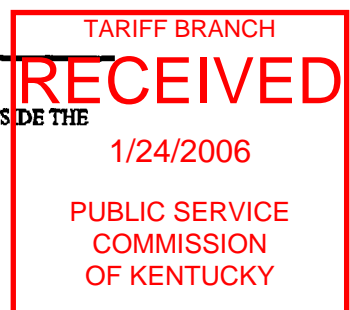
	<u>Rate Elements</u>	<u>Non-Recurring</u>	<u>Monthly Rate</u>	<u>USOC</u>
1	Flat Rate Main Station Line Service, Business, All Rate Groups -Per line	\$0.00	\$23.00	1FB
2	Flat Rate Main Station Line Service, Business-Caller ID compatible, All Rate Groups -Per line (Caller ID feature must be ordered separately.)	\$0.00	\$23.00	1FBCL
3	Grouping Service, Individual line or trunk, Business Flat Rate, All Rate Groups -Each individual line or trunk	\$0.00	\$0.00	HTG
4	Touch-Tone Calling Service, Individual and Two-Party Line Service, Business -Per line or PBX trunk	\$0.00	\$0.00	TTB
5	Custom Calling Services, Business/Business PBX, Individual Features, Speed Calling (8-code) -Per central office per line/trunk equipped	\$0.00	\$5.00	ESL
6	BellSouth® TouchStar® service, Individual Features, Business, Caller ID-Basic -Per line	\$0.00	\$11.00	NSD

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PRIVATE/PROPRIETARY

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BELL SOUTH COMPANIES EXCEPT PURSUANT TO A WRITTEN AGREEMENT.

Page 7 of 24



**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number NC05-E803-01

Option 1 of 1

RATES AND CHARGES

NOTES:

1. All rules and regulations for Basic Local Exchange Service from Section A3 of the General Subscriber Services Tariff (GSST) are applicable to this Agreement. The rate elements included herein have been specifically discounted. Other rate elements used in the provision of the service have not been listed, but may be found in the appropriate Company tariff. Examples of other rate elements are: FCC surcharges, regulatory fees, taxes, or charges for features ordered that are not listed in the Agreement.
2. Unless otherwise specified in this Agreement, Service Connection Charges as specified in Section A4 of the GSST will apply.
3. This CSA and the rates set forth herein apply to Orders for the purchase of Business Lines, Trunks, and/or Business Plus Lines from BellSouth Telecommunications, Inc. (BST) that are reported as regulated services by BST in accordance with the FCC's Part 32 'Uniform System of Accounts'.
4. If Subscriber disconnects flat rate Business Lines, and/or Business Plus lines provided under this Agreement, Subscriber must certify to Company in writing that it has not substituted the services provided by other vendors in place of the service provided by Company.

All trademarks and service marks contained herein are the property of BellSouth Intellectual Property Corporation.

END OF ARRANGEMENT AGREEMENT OPTION 1

NR

PRIVATE/PROPRIETARY

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-E800-01

Option 1 of 1

Attachment 1

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RATES AND CHARGES

NOTES (continued)

5. The rates set forth in this Agreement are based upon the Subscriber purchasing from Company a quantity of two hundred twenty-five (225) flat rate Business Lines, Trunks, and/or Business Plus Lines throughout the BellSouth region ("Minimum Quantity Requirement") within three (3) months of execution of this Agreement and maintaining this Minimum Quantity Requirement throughout the term of this Agreement. The Subscriber's total quantity of flat rate Business Lines, Trunks, and/or Business Plus lines will be reviewed by the Company on the three (3) month anniversary date of the signing of this Agreement and no less than annually on the anniversary date of the signing of this Agreement to determine if the Minimum Quantity Requirement has been met and is being maintained. Failure on the part of the Company to perform this review shall not be considered a waiver of this provision. Should the Minimum Quantity Requirement not be attained within the time period specified, or if it is not maintained at any time after the three (3) month anniversary date, then Customer shall be responsible for the Commitment Shortfall. The "Commitment Shortfall" shall be equal to the number of Business Lines, Trunks, and/or Business Plus lines below the Minimum Quantity Requirement times the rates set forth in this Agreement. In addition, the Subscriber will be charged all nonrecurring charges that were waived at installation of each Business Line, Trunk, and/or Business Plus line that falls below the Minimum Quantity Requirement, as identified below:

Line Connection Charge, First Line	\$73.00 each
Line Connection Charge, Additional Lines	\$22.00 each

Furthermore, if Customer disconnects all service offered on this Agreement prior to the expiration of this Agreement, then a Contract Preparation Charge applies in the amount of \$242.00 in addition to Customer's obligation to pay the Commitment Shortfall for the remainder of the term of this Agreement.

JK

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 1/24/2006
 PUBLIC SERVICE
 COMMISSION
 OF KENTUCKY

**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number SC05-A033-04

This Contract Service Arrangement (CSA) Agreement ("Agreement") is by and between BellSouth Telecommunications, Inc., a Georgia corporation, d/b/a BellSouth, ("Company") and HARBOR FREIGHT TOOLS USA, INC., a Delaware corporation, and Central Purchasing, LLC, a California limited liability Company, d/b/a Harbor Freight Tools, (collectively "Customer or Subscriber"), and is entered into pursuant to Tariff Section A5 of the General Subscriber Services Tariff. This Agreement is based upon the following terms and conditions as well as any Attachment(s) affixed and the appropriate lawfully filed and approved tariffs which are by this reference incorporated herein.

1. Subscriber requests and Company agrees, subject to the terms and conditions herein, to provide the service described in this Agreement at the monthly and nonrecurring rates, charges, and conditions as described in this Agreement ("Service"). The rates, charges, and conditions described in this Agreement are binding upon Company and Subscriber for the duration of this Agreement. For the purposes of the effectiveness of the terms and conditions contained herein, this Agreement shall become effective upon execution by both parties. For purposes of the determination of any service period stated herein, said service period shall commence the date upon which installation of the service is completed.
2. Company agrees to provide Subscriber notice of any additional tariffed services required for the installation of the Service. Subscriber agrees to be responsible for all rates, charges and conditions for any additional tariffed services that are ordered by Subscriber.
3. This Agreement is subject to and controlled by the provisions of Company's or any of its affiliated companies' lawfully filed and approved tariffs, including but not limited to Section A2 of the General Subscriber Services Tariff and No. 2 of the Federal Communications Commission Tariff and shall include all changes to said tariffs as may be made from time to time. All appropriate tariff rates and charges shall be included in the provision of this service. Except for the expressed rates, charges, terms and conditions herein, in the event any part of this Agreement conflicts with the terms and conditions of Company's or any of its affiliated companies' lawfully filed and approved tariffs, the tariff shall control.
4. This Agreement may be subject to the appropriate regulatory approval prior to commencement of installation. Should such regulatory approval be denied, after a proper request by Company, this Agreement shall be null, void, and of no effect.
5. If Subscriber cancels this Agreement prior to the completed installation of the Service, but after the execution of this Agreement by Subscriber and Company, Subscriber shall pay all reasonable costs incurred in the implementation of this Agreement prior to receipt of written notice of cancellation by Company. Notwithstanding the foregoing, such reasonable costs shall not exceed all costs which would apply if the work in the implementation of this Agreement had been completed by Company.
6. (a) If Subscriber cancels this Agreement at any time other than for a default by Company, prior to the expiration of the service period set forth in this Agreement, Subscriber shall be responsible for all termination charges. Unless otherwise specified by the tariff, termination charges are defined as all reasonable charges due or remaining as a result of the minimum service period agreed to by the Company and Subscriber and set forth in this Agreement.

(b) Subscriber further acknowledges that it has options for its telecommunications services from providers other than Company and that it has chosen Company to provide the services in this Agreement. Accordingly, if Subscriber assigns this Agreement to a certified reseller of Company local services and the reseller executes a written document agreeing to assume all requirements of this Agreement, Subscriber will not be billed termination charges. However, Subscriber agrees that in the event it fails to meet its obligations under this Agreement or terminates this Agreement or services purchased pursuant to this Agreement in order to obtain services from a facilities based service

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number SC05-A033-04

provider or a service provider that utilizes unbundled network elements, Subscriber will be billed, as appropriate, termination charges as specified in this Agreement.

7. This Agreement shall be construed in accordance with the laws of the state applicable to the Service provided hereunder.
8. Except as otherwise provided in this Agreement, notices required to be given pursuant to this Agreement shall be effective when received, and shall be sufficient if by United States mail, postage prepaid, addressed to the appropriate party at the address set forth below or by overnight courier with written confirmation of delivery. Either party hereto may change the name and address to whom all notices or other documents required under this Agreement must be sent at any time by giving written notice to the other party.

Company

BellSouth Telecommunications, Inc.
Assistant Vice President
1007 Emerald Place
Evans, GA 30809

Subscriber

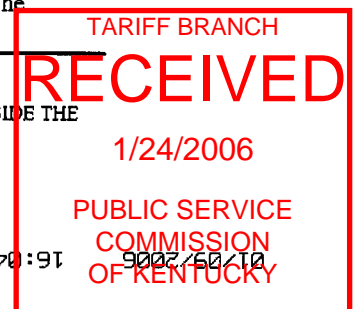
HARBOR FREIGHT TOOLS USA, INC.
3491 Mission Oaks Blvd
Camarillo, CA 93011
Attention: Vice President, Marketing

9. Neither party may assign its rights or obligations under this Agreement without the express written consent of the other party and only pursuant to the conditions contained in the appropriate tariff, provided however with prior written notice to the other party either party may assign this Agreement to a parent affiliate or subsidiary that assumes all of its obligations under this Agreement.
10. In the event that one or more of the provisions contained in this Agreement or incorporated within by reference shall be invalid, illegal, or unenforceable in any respect under any applicable statute, regulatory requirement or rule of law, then such provisions shall be considered inoperative to the extent of such invalidity, illegality, or unenforceability and the remainder of this Agreement shall continue in full force and effect.
11. Subscriber acknowledges that Subscriber has read and understands this Agreement and agrees to be bound by its terms and conditions. Subscriber further agrees that this Agreement, and any orders, constitute the complete and exclusive statement of the Agreement between the parties, superseding all proposals, representations, and/or prior agreements, oral or written, between the parties relating to the subject matter of the Agreement.
12. Acceptance of any order by Company is subject to Company credit and other approvals. Following order acceptance, if it is determined that: (i) the initial credit approval was based on inaccurate or incomplete information; or (ii) the customer's creditworthiness has significantly decreased, Company in its sole discretion reserves the right to cancel the order without liability or suspend the Order until accurate and appropriate credit approval requirements are established and accepted by Customer.
13. This Agreement is not binding upon Company and Subscriber until executed by an authorized employee, partner, or agent of Subscriber and Company. This Agreement may not be modified, amended, or superseded other than by a written instrument executed by both parties, approved by the appropriate Company organization, and incorporated into Company's mechanized system. The

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BELLSOUTH COMPANIES EXCEPT PURSUANT TO A WRITTEN AGREEMENT.

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number SC05-A033-04

undersigned warrant and represent that they have the authority to bind Subscriber and Company to this Agreement.

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BELLSOUTH COMPANIES EXCEPT PURSUANT TO A WRITTEN AGREEMENT.

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number SC05-A033-04
Option 1 of 1

Offer Expiration: This offer shall expire on: 1/10/2006.

Estimated service interval following acceptance date: Negotiable weeks.

Service description:

This Contract Service Arrangement (CSA) provides for Business Lines and Hunting as part of Basic Local Exchange Service.

This Agreement is for a service period of thirty-six (36) months.

Payment: Within thirty (30) days following date of invoice(s) from Company.

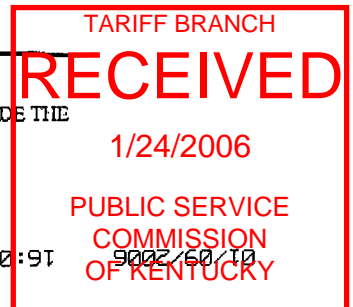
Subscriber may renew the term for three (3) additional twelve (12) month periods by giving notice to Company at least thirty (30) days prior to the expiration of the term or renewal term, as the case may be.

Customer Initials RO

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CONTRACT SERVICE ARRANGEMENT
AGREEMENT

Case Number SC05-A033-04
Option 1 of 1

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the dates set forth below.

Accepted by:

Subscriber:
HARBOR FREIGHT TOOLS

By: Lori Day
Authorized Signature

Printed Name: Lori DAY

Title: Call Center Manager

Date: 1/3/06

CENTRAL PURCHASING, LLC

By: Lori Day
Authorized Signature

Printed Name: Lori DAY

Title: Call Center Manager

Date: 1/3/06

Company:
BellSouth Telecommunications, Inc.
By: BellSouth Business Systems, Inc.

By: [Signature]
Authorized Signature

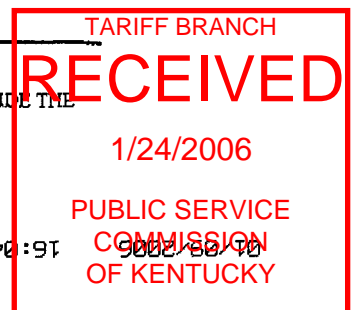
Printed Name: Harry Goodhouse

Title: James My

Date: Jan 9, 2005

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

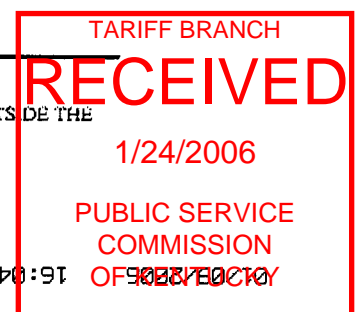
Case Number KY05-A060-04
Option 1 of 1

RATES AND CHARGES

	<u>Rate Elements</u>	<u>Non-Recurring</u>	<u>Monthly Rate</u>	<u>USOC</u>
1	Flat Rate Main Station Line Service, Business, Rate Group 5 -Per line	\$00	\$24.30	1FB
2	Flat Rate Main Station Line Service, Business with Caller ID, Rate Group 5 -Per line	\$00	\$24.30	1FBCL
3	Grouping Service, Individual line or trunk, Business Flat Rate, Rate Group 5 -Each individual line or trunk	\$00	\$00	HTG
4	Touch-Tone Calling Service, Individual and Two-Party Line Service, Business -Per line or PBX trunk	\$00	\$00	TTB
5	Custom Calling Services, Business/Business PBX, Individual Features, Three-Way Calling with Transfer (Appropriate local or toll usage charges apply for calls originated by the subscriber, including connections which continue after the subscriber exits	\$00	\$6.50	ESCWT
6	Custom Calling Services, Business/Business PBX, Individual Features, Call Forwarding Variable -Per central office per line/trunk equipped	\$00	\$6.00	ESM
7	Custom Calling Services, Business/Business PBX, Individual Features, Call Forwarding Busy Line -Per central office per line/trunk equipped	\$00	\$3.00	GCE
8	Custom Calling Services, Business/Business PBX, Individual Features, Call Forwarding Don't Answer	\$00	\$3.00	GCI

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CONTRACT SERVICE ARRANGEMENT
AGREEMENT

Case Number KY05-A060-04
Option 1 of 1

RATES AND CHARGES

-Per central office per line/trunk equipped

9	BellSouth® TouchStar® service, Individual Features, Business, Call Return (denial of per activation)	\$.00	\$.00	BCR
10	BellSouth® TouchStar® service, Individual Features, Business, Repeat Dialing -Per line	\$.00	\$ 6.50	NSQ
11	BellSouth® TouchStar® service, Individual Features, Business, Call Return -Per line	\$.00	\$ 6.50	NSS
12	BellSouth® TouchStar® service, Individual Features, Business, Call Block -Per line	\$.00	\$ 6.50	NSY

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BELL SOUTH COMPANIES EXCEPT PURSUANT TO A WRITTEN AGREEMENT.

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number SC05-A033-04

Option 1 of 1

RATES AND CHARGES

NOTES:

1. All rules and regulations for Basic Local Exchange Service from Section A3 of the General Subscriber Services Tariff (GSST) are applicable to this Agreement. The rate elements included herein have been specifically discounted. Other rate elements used in the provision of the service have not been listed, but may be found in the appropriate Company tariff. Examples of other rate elements are: FCC surcharges, regulatory fees, taxes, or charges for features ordered that are not listed in the Agreement.
2. Unless otherwise specified in this Agreement, Service Connection Charges as specified in Section A4 of the GSST will apply.
3. This CSA and the rates set forth herein apply to Orders for the purchase of Business Lines from BellSouth Telecommunications, Inc. (BST) that are reported as regulated services by BST in accordance with the FCC's Part 32 'Uniform System of Accounts'.
4. In the event of a business downturn that jeopardizes Subscriber's ability to perform the terms and conditions stated herein, then Company and Subscriber both agree to cooperate in efforts to develop a mutually agreeable alternative proposal that will satisfy the concerns of both parties and comply with all applicable legal and regulatory requirements. By way of example and not limitation, such alternative proposals may include changes in rates, nonrecurring charges, revenue and other volume commitments, discounts, the multi-year services period and other provisions. No change, amendment or modification to this Agreement may be made without the mutual, prior and written consent of both parties and shall be consistent with the provisions of all applicable tariff(s).

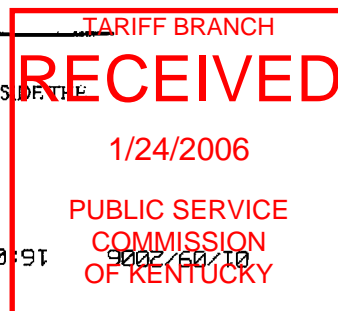
All trademarks and service marks contained herein are the property of BellSouth Intellectual Property Corporation.

END OF ARRANGEMENT AGREEMENT OPTION 1

PRIVATE/PROPRIETARY

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-A060-04

Option 1 of 1

Attachment 1

KENTUCKY ATTACHMENT

This Agreement is subject to the approval of the Kentucky Public Service Commission. In the event the Commission should modify any rate or provision of this Agreement, the Customer will have the option of accepting the modification(s) or of canceling the Agreement. If accepted, billing will be rendered from the installation date.

RATES AND CHARGES

NOTES (continued)

5. The rates set forth in this Agreement are based upon the Subscriber purchasing from Company a quantity of one hundred (100) flat rate Business Lines throughout the BellSouth region ("Minimum Quantity Requirement") within three (3) months of execution of this Agreement and maintaining this Minimum Quantity Requirement throughout the term of this Agreement. The Subscriber's total quantity of flat rate Business Lines will be reviewed by the Company on the three (3) month anniversary date of the signing of this Agreement and no less than annually on the anniversary date of the signing of this Agreement to determine if the Minimum Quantity Requirement has been met and is being maintained. Failure on the part of the Company to perform this review shall not be considered a waiver of this provision. Should the Minimum Quantity Requirement not be attained within the time period specified, or if it is not maintained at any time after the three (3) month anniversary date, then Customer shall be responsible for the Commitment Shortfall. The "Commitment Shortfall" shall be equal to the number of Business Lines below the Minimum Quantity Requirement times the rates set forth in this Agreement. In addition, the Subscriber will be charged all nonrecurring charges that were waived at installation of each Business Line that falls below the Minimum Quantity Requirement, as identified below:

Line Connection Charge, First Line	\$73.00 each
Line Connection Charge, Additional Lines	\$22.00 each

Furthermore, if Customer disconnects all service offered on this Agreement prior to the expiration of this Agreement, then a Contract Preparation Charge applies in the amount of \$293.00 in addition to Customer's obligation to pay the Commitment Shortfall for the remainder of the term of this Agreement.

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COMMISSION
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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-D109-01

This case is being used as a vehicle to establish rates for Master Services Agreement No. LA04-E141-10.

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OF KENTUCKY

**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-D109-01
Option 1 of 1

Service description:

This Contract Service Arrangement (CSA) provides for Voice Mail and Messaging as part of Basic Local Exchange Service.

This Agreement is for a service period of twenty-four (24) months.

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**BBMA Agreement No. LA04-E141-00
JPMC 68849**

jointly by the Parties and no presumption or burden of proof will arise favoring or disfavoring either Party by virtue of authorship of any of the provisions of this Agreement. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall be taken together and deemed to be one instrument.

12.17 Further Assurance.

The Parties hereto agree to perform all acts and execute all supplementary instruments or documents that may be necessary or desirable to carry out the provisions of this Agreement and each Attachment.

12.18 Entire Agreement.

This Agreement constitutes the entire agreement between the Parties with respect to the Services. This Agreement supersedes all prior agreements, proposals, representations, statements or understandings, whether written or oral concerning the Services, or the rights and obligations relating to the Services. This Agreement shall not be contradicted or supplemented by any written or oral statements, proposals, representations, advertisements, or service descriptions except as expressly set forth in this Agreement. If an Attachment describes Services in a general or summary manner, the Services will include not only Services specifically described, but also those that are an inherent, necessary or customary part of those Services.

SIGNATURE BELOW BY EACH PARTY'S AUTHORIZED REPRESENTATIVE IS SUCH PARTY'S CONSENT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT:

JPMORGAN CHASE BANK, NATIONAL ASSOCIATION

By: _____

(Authorized Signature)

(Typed or Printed Name)

(Title)

(Date)

JOHN J. SACK
SENIOR VICE PRESIDENT
NOV 7 2005

BELLSOUTH BUSINESS SYSTEMS, INC. on behalf of the BellSouth Companies

By: _____

(Authorized Signature)

(Typed or Printed Name)

(Title)

(Date)

JOHN D. IRWIN
VP / GM
11-16-05

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COMMISSION
OF KENTUCKY

**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-D109-01

Option 1 of 1

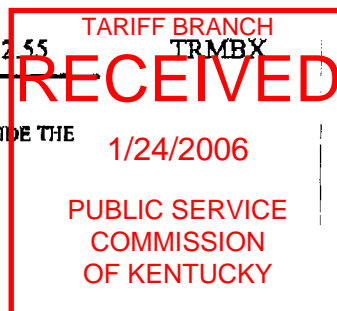
RATES AND CHARGES

	<u>Rate Elements</u>	<u>Non-Recurring</u>	<u>Monthly Rate</u>	<u>USOC</u>
1	MemoryCall Announcement Service - 1 minute	\$0.00	\$8.46	CCRA1
2	MemoryCall Announcement Service - 3 minutes	\$0.00	\$16.96	CCRA3
3	MemoryCall Announcement Service - 6 minutes	\$0.00	\$25.46	CCRA6
4	MemoryCall Answering Service, Bus, Incl 90 Min of Use, each Mailbox, per Month	\$0.00	\$6.76	SMBBX
5	MemoryCall Answering Service, Personal/Extension Mailbox	\$0.00	\$6.76	MPMXX
6	MemoryCall Answering Service Plus, Bus, Incl 90 Min of Use, ea Mailbox, per Mo	\$0.00	\$6.76	MBB
7	MemoryCall Basic Voice Messaging Service, incl 120 min, each add'l minute \$.08	\$0.00	\$10.20	VMY
8	MemoryCall Deluxe Economy Voice Messaging Svc, incl 90 min, ea add'l min \$.08	\$0.00	\$8.46	VMCXX
9	MemoryCall Deluxe Expanded Voice Messaging Svc incl 300 min/ea add'l min \$.08	\$0.00	\$29.75	VMEXX
10	MemoryCall Deluxe Voice Messaging Service incl 200 min, each add'l minute \$.08	\$0.00	\$12.75	VMZ1X
11	MemoryCall Dormitory Answering Service, Business	\$0.00	\$3.36	SMDAS
12	BellSouth Business Integrated Voice Fax Service	\$0.00	\$16.96	BFAX1
13	MemoryCall MessageLink Service	\$0.00	\$9.31	MBBSB
14	Surrogate Client Number (Voice Messaging Identification Number)	\$0.00	\$2.04	SMV
15	MemoryCall Transfer Mailbox, Business	\$0.00	\$2.55	

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-D109-01

Option 1 of 1

RATES AND CHARGES

16	MemoryCall Voice Mail Service, Business, Flat Rate, per Mailbox	\$.00	\$11.01	MBBBF
17	Message Waiting - Stutter Dialtone	\$.00	\$0.35	MWW
18	Message Waiting Indication, Audio/Visual	\$.00	\$0.35	MWWAV

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-D109-01

Option 1 of 1

RATES AND CHARGES**NOTES:**

The following nonrecurring charges will not apply upon initial installation. However, if any of the service is disconnected prior to the expiration of this CSA, then Subscriber will pay full nonrecurring charges as identified below in addition to applicable termination liability.

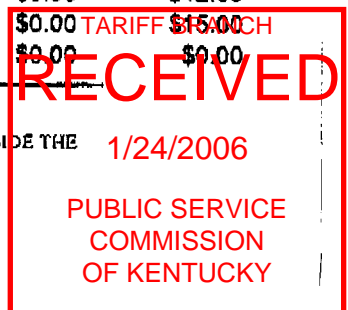
USOC	Non Recurring
WGGVF - Contract Preparation Charge	\$242.00
CCRA1	\$9.95
CCRA3	\$9.95
CCRA6	\$9.95
MBB	\$15.00
MPMXX	\$15.00
SMBBX	\$15.00
VMCXX	\$15.00
VMEXX	\$15.00
VMY	\$15.00
VMZ1X	\$15.00
BFAX1	\$25.00

USOC	Description	Tier 1 Non- Recurring Charge	Tier 1 Recurring Charge
BFAX1	Integrated Voice Fax Messaging Service	\$0.00	\$19.95
CCRA1	Announcement Service - 1 minute	\$0.00	\$9.95
CCRA3	Announcement Service - 3 minutes	\$0.00	\$19.95
CCRA6	Announcement Service - 6 minutes	\$0.00	\$29.95
MBB	Answering Service Plus	\$0.00	\$7.95
MBBBBF	Voice Messaging Service	\$0.00	\$12.95
MBBSB	MessageLINK Service	\$0.00	\$10.95
MPMXX	Answering Service - Extension Mailbox	\$0.00	\$7.95
MWW	Message Waiting Indication, Audible	\$0.00	\$0.48
MWWAV	Message Waiting Indication, Audible/Visual	\$0.00	\$0.48
SMBBX	Answering Service	\$0.00	\$7.95
SMDAS	Dormitory Answering Service	\$0.00	\$3.95
SMV	Surrogate Client Number	\$0.00	\$2.40
TRMBX	Transfer Mailbox - 1-10 Mailboxes	\$0.00	\$3.00
VMCXX	Deluxe Economy Voice Messaging Service	\$0.00	\$9.95
VMEXX	Deluxe Expanded Voice Messaging Service	\$0.00	\$35.00
VMY	Basic Voice Messaging Service	\$0.00	\$12.00
VMZ1X	Deluxe Voice Messaging Service - 1-24 Mailboxes	\$0.00	\$15.00
WGGVF	Contract Preparation Charge	\$0.00	\$0.00

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-D109-01

Option 1 of 1

USOC	Description	Tier 2 Non- Recurring Charge	Tier 2 Recurring Charge
BFAX1	Integrated Voice Fax Messaging Service	\$0.00	\$18.95
CCRA1	Announcement Service -- 1 minute	\$0.00	\$9.45
CCRA3	Announcement Service -- 3 minutes	\$0.00	\$18.95
CCRA6	Announcement Service -- 6 minutes	\$0.00	\$28.45
MBB	Answering Service Plus	\$0.00	\$7.55
MBBBF	Voice Messaging Service	\$0.00	\$12.30
MBBSB	MessageLINK Service	\$0.00	\$10.40
MPMXX	Answering Service - Extension Mailbox	\$0.00	\$7.55
MWW	Message Waiting Indication, Audible	\$0.00	\$0.45
MWWAV	Message Waiting Indication, Audible/Visual	\$0.00	\$0.45
SMBBX	Answering Service	\$0.00	\$7.55
SMDAS	Dormitory Answering Service	\$0.00	\$3.75
SMV	Surrogate Client Number	\$0.00	\$2.28
TRMBX	Transfer Mailbox - 1-10 Mailboxes	\$0.00	\$2.85
VMCXX	Deluxe Economy Voice Messaging Service	\$0.00	\$9.45
VMEXX	Deluxe Expanded Voice Messaging Service	\$0.00	\$33.25
VMY	Basic Voice Messaging Service	\$0.00	\$11.40
VMZ1X	Deluxe Voice Messaging Service - 1-24 Mailboxes	\$0.00	\$14.25
WGGVF	Contract Preparation Charge	\$0.00	\$0.00

USOC	Description	Tier 3 Non- Recurring Charge	Tier 3 Recurring Charge
BFAX1	Integrated Voice Fax Messaging Service	\$0.00	\$17.96
CCRA1	Announcement Service -- 1 minute	\$0.00	\$8.95
CCRA3	Announcement Service -- 3 minutes	\$0.00	\$17.96
CCRA6	Announcement Service -- 6 minutes	\$0.00	\$26.96
MBB	Answering Service Plus	\$0.00	\$7.16
MBBBF	Voice Messaging Service	\$0.00	\$11.66
MBBSB	MessageLINK Service	\$0.00	\$9.85
MPMXX	Answering Service - Extension Mailbox	\$0.00	\$7.16
MWW	Message Waiting Indication, Audible	\$0.00	\$0.41
MWWAV	Message Waiting Indication, Audible/Visual	\$0.00	\$0.41
SMBBX	Answering Service	\$0.00	\$7.16
SMDAS	Dormitory Answering Service	\$0.00	\$3.56
SMV	Surrogate Client Number	\$0.00	\$2.16
TRMBX	Transfer Mailbox - 1-10 Mailboxes	\$0.00	\$2.70
VMCXX	Deluxe Economy Voice Messaging Service	\$0.00	\$8.95
VMEXX	Deluxe Expanded Voice Messaging Service	\$0.00	\$31.50
VMY	Basic Voice Messaging Service	\$0.00	\$10.80

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-D109-01

Option 1 of 1

VMZ1X	Deluxe Voice Messaging Service - 1-24 Mailboxes	\$0.00	\$13.50
WGGVF	Contract Preparation Charge	\$0.00	\$0.00

END OF ARRANGEMENT AGREEMENT OPTION 1

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number TN05-G870-04

This Contract Service Arrangement (CSA) Agreement ("Agreement") is by and between BellSouth Telecommunications, Inc., a Georgia corporation, d/b/a BellSouth, ("Company" or "BellSouth") and MORGAN TIRE & AUTO, INC. ("Customer" or "Subscriber"), and is entered into pursuant to Tariff Section A5 of the General Subscriber Services Tariff. This Agreement is based upon the following terms and conditions as well as any Attachment(s) affixed which have been executed by both parties hereto, and the appropriate lawfully filed and approved tariffs which are by this reference incorporated herein.

1. Subscriber requests and Company agrees, subject to the terms and conditions herein, to provide the service described in this Agreement at the monthly and nonrecurring rates, charges, and conditions as described in this Agreement ("Service"). The rates, charges, and conditions described in this Agreement are binding upon Company and Subscriber for the duration of this Agreement. For the purposes of the effectiveness of the terms and conditions contained herein, this Agreement shall become effective upon execution by both parties. For purposes of the determination of any service period stated herein, said service period shall commence the date upon which installation of the service is completed, which shall mean that Service is installed and in good working order.
2. Company agrees to provide Subscriber notice of any additional tariffed services required for the installation of the Service. Subscriber agrees to be responsible for all rates, charges and conditions for any additional tariffed services that are ordered, and the changes with respect to which are agreed in writing to be paid, by Subscriber.
3. This Agreement is subject to and controlled by the provisions of Company's or any of its affiliated companies' lawfully filed and approved tariffs, including but not limited to Section A2 of the General Subscriber Services Tariff and No. 2 of the Federal Communications Commission Tariff and shall include all changes to said tariffs as may be made from time to time. If any material change is made to said tariffs in a manner that materially and adversely affects Customer's rights or responsibility under the express terms and conditions of this Agreement, Company and Customer shall negotiate in good faith mutually acceptable tariff amendment. In the event that the parties are unable to agree on appropriate revisions after engaging in good faith negotiation for a reasonable period of time, Customer shall be permitted to terminate the affected services without termination charges. All appropriate tariff rates and charges shall be included in the provision of this service. The rate charges and provision of the tariff will apply except to the extent this Agreement contains express rates, charges and provisions specifically in conflict therewith in which case the express rates, charges and provisions of this Agreement will control.
4. This Agreement may be subject to the appropriate regulatory approval prior to commencement of installation. Should such regulatory approval be denied, after a proper request by Company, this Agreement shall be null, void, and of no effect, and any and all prepaid fees shall promptly be refunded to Subscriber.
5. If Subscriber cancels this Agreement prior to the completed installation of the Service, but after the execution of this Agreement by Subscriber and Company, Subscriber shall pay all reasonable costs incurred in the implementation of this Agreement prior to receipt of written notice of cancellation by Company. Notwithstanding the foregoing, such reasonable costs shall not exceed all costs which would apply if the work in the implementation of this Agreement had been completed by Company.
6. The rates, charges, and conditions described in this Agreement may be based upon information supplied to Company by the Subscriber, including but not limited to forecasts of growth. If so, Subscriber agrees to be bound by the information provided to Company by an authorized representative of Subscriber. Should Subscriber fail to meet its Minimum Quantity Requirements at any time during the term of this Agreement, Subscriber shall pay to Company the amount agreed to between the parties in the state specific Attachment to this Agreement. Notwithstanding the foregoing, in the event of (i) a business downturn beyond Subscriber's control or (ii) a business divestiture, either

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number TN05-G870-04

of which reduces the size or scope of Subscriber's operations and the volume of Services required by Subscriber under this Agreement, the parties will, if requested by Customer, negotiate in good faith to modify the requirements of this Agreement in a writing executed by both parties to this Agreement.

7. (a) If Subscriber cancels this Agreement at any time prior to the expiration of the service period set forth in this Agreement, Subscriber shall be responsible for all termination charges. Termination Charges shall not apply in the event of cancellation by Subscriber for cause. Unless otherwise specified by the tariff, termination charges are defined as all reasonable charges due or remaining as a result of the minimum service period agreed to by the Company and Subscriber and set forth in this Agreement.
- (b) Notwithstanding the provisions of BellSouth's Tennessee tariffs (Section A2.3.17(A)(1)), the Company may terminate Service for a material violation of any of the regulations contained in the tariff if such violation is not cured by Subscriber within thirty (30) days of the date of receipt of notice regarding such violation provided, however, that Company may suspend the Service immediately if Subscriber violates Company's Acceptable Use Policy or uses the service in a manner that detrimentally interferes with the network or any other user.
- (c) Subscriber further acknowledges that it has options for its telecommunications services from providers other than Company and that it has chosen Company to provide the services in this Agreement. Accordingly, if Subscriber assigns this Agreement to a certified reseller of Company local services and the reseller executes a written document agreeing to assume all requirements of this Agreement, Subscriber will not be billed termination charges. However, Subscriber agrees that in the event it terminates this Agreement or services purchased pursuant to this Agreement in order to obtain services from a facilities based service provider or a service provider that utilizes unbundled network elements, Subscriber will be billed, as appropriate, termination charges as specified in this Agreement.
8. Company represents and warrants that (i) the Service will be provided in a good and workmanlike manner, according to standards generally accepted in the industry and accepted by Company and (ii) notwithstanding the provisions of BellSouth's Tennessee tariffs (Section A2.3.12), Company will not change the telephone numbers assigned to Subscriber unless such change is required to comply with applicable law or is otherwise necessary, in BellSouth's reasonable judgment.
9. Each party agrees to regard and preserve as confidential and proprietary all Confidential Information. "Confidential Information" shall mean all information in whatever form or medium that relates to past, present, or future research, development, and business activities of either party, and its affiliates, and its affiliates' customers, systems, procedures, algorithms, and data (including, without limitation, those contained in databases) which are related to these activities, information related to the operations, planning, control, and marketing of the business interests and products of a party and its affiliates, any information which affects publicly held securities, and any other information about its business affairs and the business affairs of its affiliates which a party deems to be confidential and/or proprietary, which such party and its employees and agents may acquire possession of or access to by reason of the provision of Service under this Agreement. This term shall also include all information and software belonging to third parties that was provided to the receiving party or its affiliates in confidence to which the disclosing party may have access by reason of this Agreement. Company agrees to keep such information confidential and to prevent its disclosure to any person, firm or enterprise unless authorized by the disclosing party in writing. Information shall not be considered confidential to the extent, but only to the extent, that such information is: (i) already known to the receiving party free of any restriction at the time it is obtained from the other party; (ii) subsequently learned from an independent third party free of any restriction and without breach of this Agreement; (iii) is or becomes publicly available through no wrongful act of either party; (iv) is independently developed by one party without reference to any confidential information of the other; or (v) required to be disclosed pursuant to a requirement of a governmental agency or law so long as the parties provide each other with prompt written prior notice of such requirements and to cooperate in the other party's efforts in preventing such disclosure.

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Case Number TN05-G870-04

10. (a) Amounts on correct and undisputed invoices shall be due within thirty (30) days of the date of invoice. Notwithstanding the provisions of BellSouth's Tennessee tariffs (Section A2.4.3(C)(1)), in the event of a late payment by Subscriber of any undisputed amount, Subscriber may be charged a late fee equal to the lesser of the late payment charge specified in the tariff or the maximum amount permitted by applicable law. Subscriber agrees that a regional account will be set up on behalf of Customer and that Customer shall receive a regional account statement monthly, which will provide for the total amount due with respect to all Firestone Tire & Service Centers for a particular billing period.
- (b) A late payment charge of up to three percent (3%) will be applied to the unpaid balance of the Customer's bill when the previous month's bill has not been paid in full prior to the next billing date. This late payment charge will not apply to specific charges disputed or contested by the Customer, including any applicable taxes, fees or charges directly related to the disputed amount. In the event that a late payment charge has been applied to the Customer's bill, BellSouth will issue a credit during the next billing cycle in an amount equal to two-thirds of the late payment charge amount.
11. (a) Company hereby agrees to save, protect, defend, indemnify, and hold Subscriber harmless from and against any and all claims, liabilities, demands, damages, judgments, awards, settlements, expenses, or losses, including, without limitation, costs of litigation and reasonable attorneys' fees, to the extent arising out of the negligence or intentional misconduct of Company, its employees, or its permitted subcontractors while on Subscriber's premises and damage to tangible personal property and physical bodily injuries (including death) to any persons, caused by Company, its employees, agents, or permitted subcontractors. Company, at its option, may control the defense of any claim subject to the foregoing indemnity, and Subscriber will cooperate with Company in such defense in all reasonable respects, at no cost to Subscriber.
- (b) Intellectual Property Indemnification – Patent and Copyright Indemnity: (i) If any Services furnished under this Agreement infringes any United States patent, trademark, copyright, or trade secret and a claim or suit is brought against Customer on that account, BellSouth agrees to defend or settle any such claim or suit at BellSouth's expense. BellSouth will also pay all damages and costs that by final judgment are assessed against Customer due to such infringement. (ii) BellSouth's obligation as set forth in this Section is expressly conditioned upon the following: (a) that BellSouth shall be notified promptly in writing by Company of any claim or suit of which Customer is aware; (b) that BellSouth shall have sole control of the defense or settlement of any claim or suit; (c) that Customer shall cooperate with BellSouth in all reasonable ways to facilitate the settlement or defense of any claim or suit; and (d) that the claim or suit does not arise from Customer modifications, or from combinations of Services provided by BellSouth with equipment, software or services provided by others, or from Customer's use of Services other than in accordance with the applicable manufacturer's specifications. (iii) If any Services becomes, or in BellSouth's opinion, is likely to become the subject of a claim of infringement, BellSouth will, at its option; (a) procure for Customer the right to continue using the applicable Services; (b) replace the Services with a non-infringing Service substantially complying with the specifications of the Services, or (c) modify such so it becomes non-infringing and performs in a substantially similar manner to the original Services. (iv) If options iii (a), (b) or (c) above are not reasonably available to BellSouth, then BellSouth may elect instead to return any amounts prepaid by Customer for the affected Services for any period after BellSouth directs Customer to cease such use, which is in either case the subject or potential subject of any infringement claim. (v) Customer will indemnify and save BellSouth harmless from and against all loss, liability, damage, and expense, including all reasonable counsel fees, due to claims for infringement of United States patents, copyright, trademark, or other intellectual property rights, or due to any other claims or causes of action by third parties of any nature whatsoever, arising from the use, in connection with the Services of equipment, software or information not provided by BellSouth, or otherwise relating to or arising out of Customer's use of the Services.
12. At all times while performing work hereunder on Subscriber's premises, Company shall carry Worker's Compensation insurance in accordance with the laws of the governmental bodies having jurisdiction.

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In addition, Company shall maintain general liability insurance in amounts not less than \$2,000,000 per occurrence. A certificate of self insurance shall satisfy the coverages set forth in this Section.

13. Neither party shall be responsible for any failure to perform or delay in performing any of its obligations under this Agreement where and to the extent that such failure or delay results from causes outside the reasonable control of the party. Such causes shall include, without limitation, Acts of God or of the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, freight embargoes, civil commotions, or the like.
14. This Agreement shall be construed in accordance with the laws of the state applicable to the Service provided hereunder.
15. Except as otherwise provided in this Agreement, notices required to be given pursuant to this Agreement shall be effective when received, and shall be sufficient if given in writing, hand delivered, or United States registered mail, postage prepaid, addressed to the appropriate party at the address set forth below. Either party hereto may change the name and address to whom all notices or other documents required under this Agreement must be sent at any time by giving written notice to the other party.

Company

BellSouth Telecommunications, Inc.
Assistant Vice President
1007 Emerald Place
Evans, GA 30809

Subscriber

MORGAN TIRE & AUTO, INC.
2021 SUNNYDALE BLVD
CLEARWATER, FL 33765

16. Subscriber may not assign its rights or obligations under this Agreement without the express written consent of Company, which shall not be unreasonably withheld; provided, however, that Subscriber may assign this Agreement without Company's consent to any parent, affiliate, or subsidiary, or pursuant to any merger, consolidation, acquisition, corporate restructuring, reorganization, sale, or transfer of all or substantially all of its assets, provided that Subscriber gives Company written notice of such assignment.
17. Notwithstanding BellSouth's Tennessee tariffs (Section A2.5.5), provisions intending, by their terms, to survive termination of this Agreement (including, but not limited to, Sections 7 through 12) shall survive such termination.
18. In the event that one or more of the provisions contained in this Agreement or incorporated within by reference shall be invalid, illegal, or unenforceable in any respect under any applicable statute, regulatory requirement or rule of law, then such provisions shall be considered inoperative to the extent of such invalidity, illegality, or unenforceability and the remainder of this Agreement shall continue in full force and effect.
19. Subscriber acknowledges that Subscriber has read and understands this Agreement and agrees to be bound by its terms and conditions. Subscriber further agrees that this Agreement, and any orders, constitute the complete and exclusive statement of the Agreement between the parties, superseding all proposals, representations, and/or prior agreements, oral or written, between the parties relating to the subject matter of the Agreement.

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- 20. Acceptance of any order by Company is subject to Company credit and other approvals. Following order acceptance, if it is determined that: (i) the initial credit approval was based on inaccurate or incomplete information; or (ii) the customer's creditworthiness has significantly decreased, Company in its sole discretion reserves the right to cancel the order without liability or suspend the Order until accurate and appropriate credit approval requirements are established and accepted by Customer.
- 21. This Agreement is not binding upon Company until executed by an authorized employee, partner, or agent of Subscriber and Company. This Agreement may not be modified, amended, or superseded other than by a written instrument executed by both parties, approved by the appropriate Company organization, and incorporated into Company's mechanized system. The undersigned warrant and represent that they have the authority to bind Subscriber and Company to this Agreement.

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number TN05-G870-04
Option 1 of 1

Offer Expiration: This offer shall expire on: 2/27/2006.

Estimated service interval following acceptance date: Negotiable weeks.

Service description:

This Contract Service Arrangement (CSA) provides for Business Lines, Trunks, BellSouth® Business Plus® service, and/or Hunting as part of Basic Local Exchange Service.

This Agreement is for a service period of twenty-four (24) months (the "Initial Term").

Unless terminated as otherwise provided herein, following the Initial Term, this Agreement shall be extended for additional one-year terms under the same terms and conditions herein unless either party provides written notice of its intent not to renew the Agreement at least sixty (60) days prior to the expiration of the initial term or each additional one-year term.

Customer Initials

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Case Number TN05-G870-04
Option 1 of 1

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the dates set forth below.

Accepted by:

Subscriber:
MORGAN TIRE & AUTO, INC.

By: _____
Authorized Signature

Printed Name: Tom Reedy

Title: VP of Finance

Date: 1/5/06

Company:
BellSouth Telecommunications, Inc.
By: BellSouth Business Systems, Inc.

By: _____
Authorized Signature

Printed Name: April Oatts

Title: Sales Manager

Date: 1-12-06

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-G864-04
Option 1 of 1

RATES AND CHARGES

	Rate Elements	Non-Recurring	Monthly Rate	USOC
1	Flat Rate Main Station Line Service, Business, All Rate Groups -Per line	\$0.00	\$29.15	IFB
2	Flat Rate Main Station Line Service, Business-Caller ID compatible, All Rate Groups -Per line (Caller ID feature must be ordered separately.)	\$0.00	\$29.15	IFBCL
3	Grouping Service, Individual line or trunk, Business Flat Rate, All Rate Groups -Each individual line or trunk	\$0.00	\$0.00	HTG
4	Touch-Tone Calling Service, Individual and Two-Party Line Service, Business -Per line or PBX trunk	\$0.00	\$0.00	TTB

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**CONTRACT SERVICE ARRANGEMENT
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Case Number TN05-G870-04
Option 1 of 1

RATES AND CHARGES

NOTES:

1. All rules and regulations for Basic Local Exchange Service from Section A3 of the General Subscriber Services Tariff (GSST) are applicable to this Agreement. The rate elements included herein have been specifically discounted. Other rate elements used in the provision of the service have not been listed, but may be found in the appropriate Company tariff. Examples of other rate elements are: FCC surcharges, regulatory fees, taxes, or charges for features ordered that are not listed in the Agreement.
2. Unless otherwise specified in this Agreement, Service Connection Charges as specified in Section A4 of the GSST will apply.
3. This CSA and the rates set forth herein apply to Orders for the purchase of Business Lines, Trunks, and/or Business Plus Lines from BellSouth Telecommunications, Inc. (BST) that are reported as regulated services by BST in accordance with the FCC's Part 32 'Uniform System of Accounts'.

All trademarks and service marks contained herein are the property of BellSouth Intellectual Property Corporation.

END OF ARRANGEMENT AGREEMENT OPTION 1

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-G864-04

Option 1 of 1

Attachment 1

KENTUCKY ATTACHMENT

This Agreement is subject to the approval of the Kentucky Public Service Commission. In the event the Commission should modify any rate or provision of this Agreement, the Customer will have the option of accepting the modification(s) or of canceling the Agreement. If accepted, billing will be rendered from the installation date.

RATES AND CHARGES**NOTES: (continued)**

4. The rates set forth in this Agreement are based upon Subscriber purchasing from Company a quantity of seven hundred thirty-six (736) flat rate Business Lines, Trunks, and/or Business Plus Lines throughout the BellSouth region ("Minimum Quantity Requirement") within three (3) months of execution of this Agreement and maintaining this Minimum Quantity Requirement throughout the term of this Agreement. Subscriber's total quantity of flat rate Business Lines, Trunks, and/or Business Plus lines will be reviewed by Company on the three (3) month anniversary date of the signing of this Agreement and no less than annually on the anniversary date of the signing of this Agreement to determine if the Minimum Quantity Requirement has been met and is being maintained. Failure on the part of Company to perform this review shall not be considered a waiver of this provision. Should the Minimum Quantity Requirement not be attained within the time period specified, or if it is not maintained at any time after the three (3) month anniversary date, then Customer shall be responsible for the Commitment Shortfall, unless the parties agree to a reduced Minimum Quantity Requirement under Section 6 of the Agreement. The "Commitment Shortfall" shall be equal to the number of Business Lines, Trunks, and/or Business Plus lines below the Minimum Quantity Requirement times the rates set forth in this Agreement. In addition, Subscriber will be charged all nonrecurring charges that were waived at installation of each Business Line, Trunk, and/or Business Plus line that falls below the Minimum Quantity Requirement, as identified below:

Line Connection Charge, First Line	\$73.00 each
Line Connection Charge, Additional Lines	\$22.00 each

Furthermore, if Customer disconnects all service offered on this Agreement prior to the expiration of this Agreement except as permitted under Section 7(a), then a Contract Preparation Charge applies in the amount of \$342.00 in addition to Customer's obligation to pay the Commitment Shortfall for the remainder of the term of this Agreement.

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number TN05-B435-04

This Contract Service Arrangement (CSA) Agreement ("Agreement") is by and between BellSouth Telecommunications, Inc., a Georgia corporation, d/b/a BellSouth, ("Company") and SERVICEMASTER CONSUMER SERVICES, L.P. ("Customer or Subscriber"), and is entered into pursuant to Tariff Section A5 & B5 of the General Subscriber & Private Line Services Tariff. This Agreement is based upon the following terms and conditions as well as any Attachment(s) affixed and the appropriate lawfully filed and approved tariffs which are by this reference incorporated herein.

1. Subscriber requests and Company agrees, subject to the terms and conditions herein, to provide the service described in this Agreement at the monthly and nonrecurring rates, charges, and conditions as described in this Agreement ("Service"). The rates, charges, and conditions described in this Agreement are binding upon Company and Subscriber for the duration of this Agreement. For the purposes of the effectiveness of the terms and conditions contained herein, this Agreement shall become effective upon execution by both parties. For purposes of the determination of any service period stated herein, said service period shall commence the date upon which installation of the service is completed.
2. Company agrees to provide Subscriber notice of any additional tariffed services required for the installation of the Service. Subscriber agrees to be responsible for all rates, charges and conditions for any additional tariffed services that are ordered by Subscriber.
3. This Agreement is subject to and controlled by the provisions of Company's or any of its affiliated companies' lawfully filed and approved tariffs, including but not limited to Section A of the General Subscriber Services Tariff and No. 2 of the Federal Communications Commission Tariff and shall include all changes to said tariffs as may be made from time to time. All appropriate tariff rates and charges shall be included in the provision of this service. Except for the expressed rates, charges, terms and conditions herein, in the event any part of this Agreement conflicts with the terms and conditions of Company's or any of its affiliated companies' lawfully filed and approved tariffs, the tariff shall control.
4. This Agreement may be subject to the appropriate regulatory approval prior to commencement of installation. Should such regulatory approval be denied, after a proper request by Company, this Agreement shall be null, void, and of no effect.
5. If Subscriber cancels this Agreement prior to the completed installation of the Service but after the execution of this Agreement by Subscriber and Company, Subscriber shall pay all reasonable costs incurred in the implementation of this Agreement prior to receipt of written notice of cancellation by Company. Notwithstanding the foregoing, such reasonable costs shall not exceed all costs which would apply if the work in the implementation of this Agreement had been completed by Company.
6. (a) If Subscriber cancels this Agreement or a Service provided pursuant to this Agreement at any time prior to the expiration of the service period set forth in this Agreement, Subscriber shall be responsible for all termination charges. Termination charges are defined as fifty percent (50%) of the recurring charges due or remaining as a result of the minimum service period agreed to by the Company and Subscriber and set forth in this Agreement, and any nonrecurring charges that were not applied upon installation as set forth in Note 2 of this Agreement. With regard to services provided in the State of Tennessee, Customer shall pay a termination charge as specified in the BellSouth's Tennessee tariffs (Section A2.4.10.E.1 and B2.4.9.A.4, available on the Web at <http://cpr.bellsouth.com/pdf/tn/tn.htm>).

(b) Subscriber further acknowledges that it has options for its telecommunications services from providers other than Company and that it has chosen Company to provide the service in this Agreement. Accordingly, if Subscriber assigns this Agreement to a certified reseller of Company local services and the reseller executes a written document agreeing to assume all requirements of this

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Case Number TN05-B435-04

Agreement, Subscriber will not be billed termination charges. However, Subscriber agrees that in the event it fails to meet its obligations under this Agreement or terminates this Agreement or services purchased pursuant to this Agreement in order to obtain services from a facilities based service provider or a service provider that utilizes unbundled network elements, Subscriber will be billed, as appropriate, termination charges as specified in this Agreement.

7. To the extent provided by law, this Agreement shall be construed in accordance with the laws of the State of New York, except for the conflict of laws provision.

7.2 Arbitration. Except as otherwise set forth in this Agreement, any controversy or claim arising out of or relating to this Agreement shall be settled by binding arbitration at a location mutually agreed to by the parties.

8. Except as otherwise provided in this Agreement, notices required to be given pursuant to this Agreement shall be effective when received, and shall be sufficient if given in writing hand delivered, or United States mail, postage prepaid, addressed to the appropriate party at the address set forth below. Either party hereto may change the name and address to whom all notices or other documents required under this Agreement must be sent at any time by giving written notice to the other party.

Company
BellSouth Telecommunications, Inc.
Assistant Vice President
6055 Primacy Pkwy
Memphis, TN 38119

Subscriber (Legal Notifications)
SERVICEMASTER CONSUMER SERVICES, L.P.
Attn: General Council
860 Ridge Lake Blvd
MEMPHIS, TN 38120

Subscriber (Technical Notifications)
SERVICEMASTER CONSUMER SERVICES, L.P.
Attn: VP I/T
860 Ridge Lake Blvd
MEMPHIS, TN 38120

9. Subscriber may not assign its rights or obligations under this Agreement without the express written consent of Company and only pursuant to the conditions contained in the appropriate tariff.

9.1 General Indemnification. Each party shall defend, indemnify and hold the other party, its directors, officers, shareholders, employees and agents, harmless from and against any third party claims, demands, loss, cost, damage or expense (including reasonable attorneys' fees and costs) assessed against or incurred by either party to the extent arising out of or related to bodily injury or death of any person or damage to tangible personal property resulting from the negligent or willful acts or omissions of the indemnifying party.

9.2 Patent and Copyright Indemnity:

(i) Company shall defend, indemnify and hold Customer, its directors, officers, shareholders, employees and agents, harmless from and against any and all third party claims for infringement of any intellectual property rights under the laws of the United States including but not limited to any patent, trademark, copyright, or trade secret. claim, or legal cause of action brought against Customer and its officers,

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

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directors, employees and its successors and assigns. Company agrees to pay all damage and cost that are assessed against Customer, its directors, officers, shareholders, employees and agent, due to such alleged and/or defended infringement.

(ii) Company's obligation as set forth in this Section is expressly conditioned upon the following: (a) that Company shall be notified promptly in writing by Customer of any claim or legal cause of action of which Customer is aware; (b) that Company shall have sole control of the defense or settlement of any claim or legal cause of action; (c) that Customer shall cooperate, in good faith, with Company to facilitate the settlement or defense of any claim or legal cause of action; and (d) that the claim or legal cause of action does not arise from modifications by parties retained by Customer other than Company, or from combinations of Services with equipment, software or services provided by Customer or others, or from Customer's use of Services other than in accordance with the applicable manufacturer's specifications.

(iii) If any Services becomes, or in Company's opinion, is likely to become the subject of a claim of infringement, Company will, at its option: (a) procure for Customer the right to continue using the applicable Services; (b) replace the Services with a non-infringing Service substantially complying with the specifications of the Services; (c) modify the Services such so it becomes non-infringing and performs in a substantially similar manner to the original Equipment, Software or Service.

(iv) If options iii(a), (b) or (c) above are not commercially reasonably available to Company, then Company may elect instead to terminate this Agreement and return any amounts prepaid by Customer for the affected Services for any period after Company directs Customer to cease such use, which is in either case the subject or potential subject of an infringement claim.

(v) Customer shall indemnify and save Company harmless from and against all loss, liability, damage and expense, including all reasonable attorney fees, arising from claims for infringement of United States patents, copyright, trademark or other intellectual property rights, or due to any other claims or causes of action by third parties of any nature whatsoever, arising out of claims that modifications by parties retained by Customer other than Company, or from combinations of with equipment, software or services provided by Customer or others, or from Customer's use of Services other than in accordance with the applicable manufacturer's specifications.

(vi) The rights and obligations set forth in this Section 10.2 shall be each Party's sole and exclusive remedy and sole and exclusive liability with respect to claims based on infringement of third-party intellectual property rights.

9.3 Limitation of Liability. Except for either party's indemnification obligations each party's maximum liability for direct damages, if any, under or in relation to this Agreement (regardless of form of action, whether in contract, negligence or otherwise) shall be limited to the annual fees billed to Subscriber by Company. In no event shall either party be liable to the other party for any consequential, special, incidental or indirect loss, damage or expense, even if it has been advised of their possible existence.

10. In the event that one or more of the provisions contained in this Agreement or incorporated within by reference shall be invalid, illegal, or unenforceable in any respect under any applicable statute, regulatory requirement or rule of law, then such provisions shall be considered inoperative to the extent of such invalidity, illegality, or unenforceability and the remainder of this Agreement shall continue in full force and effect.

11. Subscriber acknowledges that Subscriber has read and understands this Agreement and agrees to be bound by its terms and conditions. Subscriber further agrees that this Agreement, and any orders, constitute the complete and exclusive statement of the Agreement between the parties, superseding all

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proposals, representations, and/or prior agreements, oral or written, between the parties relating to the subject matter of the Agreement.

12. In the event of a material deterioration of Customer's creditworthiness, Company reserves the right to cancel new order requests or suspend the order until appropriate credit approval is established. Company acknowledges that Customer meets company's internal credit requirements as of the date of the signature of this Agreement.

13. This Agreement is not binding upon Company until executed by an authorized employee, partner, or agent of Subscriber and Company. This Agreement may not be modified, amended, or superseded other than by a written instrument executed by both parties, approved by the appropriate Company organization, and incorporated into Company's mechanized system. The undersigned warrant and represent that they have the authority to bind Subscriber and Company to this Agreement.

14. Customer and Company acknowledge and agree that to the extent the services to which a Customer subscribes under this Agreement constitute a "bundle or combination of products or services" under Tennessee Senate Bill 182/House Bill 593, effective June 1, 2005, all references to "BellSouth's General Subscriber Services Tariff," "BellSouth tariffs," "BellSouth's lawfully filed tariffs" or any other reference to BellSouth's tariffs on file with the Tennessee Regulatory Authority shall be deemed references to agreed contract terms and conditions identical to those set forth in the applicable tariff(s) for the services included within the Customer's bundle or combination, as such tariffs existed on May 31, 2005, and which are on file with the TRA. Such tariffs are incorporated herein by reference as if included fully herein and can be reviewed at <http://www.bellsouth.com>. To the extent there exist any discrepancies or inconsistencies between the express terms set forth in the body of this Agreement and those incorporated by reference, the express terms set forth in the body of this Agreement shall govern.

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number TN05-B435-04
Option 1 of 1

Offer Expiration: This offer shall expire on: 1/31/2006.

Estimated service interval following acceptance date: Negotiable weeks.

Service description:

This Contract Service Arrangement (CSA) provides for BellSouth® Primary Rate ISDN - Voice/Data (Standard) service, BellSouth® CrisisLink(SM) service, and BellSouth® SMARTPath® service.

The service period for each Primary Rate ISDN Line installed under this Agreement, or a y existing Primary Rate ISDN Line priced under this Agreement, equals twelve (12) months. This / greement provides for a twenty-four (24) month contract period. (Notes 1,2,4)

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**CONTRACT SERVICE ARRANGEMENT
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Case Number TN05-B435-04
Option 1 of 1

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the dates set forth below.

Accepted by:

Subscriber:
ServiceMaster Consumer Services, L.P. by its
General Partner ServiceMaster Consumer Services, Inc.

By: Todd Willinger
Authorized Signature

Printed Name: TODD WILLINGER

Title: VP, I/T

Date: 1/11/06

Company:
BellSouth Telecommunications, Inc.
By: BellSouth Business Systems, Inc.

By: David Poindexter
Authorized Signature

Printed Name: David Poindexter

Title: Sales Manager

Date: 1/11/06

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number: KY05-B644-04
Option 1 of 1

RATES AND CHARGES

	<u>Rate Elements</u>	<u>Non-Recurring</u>	<u>Monthly Rate</u>	<u>USOC</u>
1	BellSouth® Primary Rate ISDN Access Line, each (Note 2)	\$0.00	\$135.00	1LD1E
2	BellSouth® Primary Rate ISDN Interface, each - Voice/Data (Standard) (Note 2, 3)	\$0.00	\$385.00	PR71V
3	BellSouth® Primary Rate ISDN B-Channel, each - Voice/Data (Standard) (Note 2)	\$0.00	\$15.34	PR7BV
4	BellSouth® Primary Rate ISDN Telephone Numbers, per telephone number requested inward and 2-way	\$0.00	\$0.20	PR7TF
5	BellSouth® Primary Rate ISDN, Calling Name Delivery Feature, Per Primary Rate Interface	\$0.00	\$85.00	PR7CN
6	BellSouth® Primary Rate ISDN D-Channel - No Rate (Provisioning USOC)	\$0.00	\$0.00	PR7EX
7	BellSouth® CrisisLink(SM) service, Per subscriber location -First plan	\$0.00	\$80.00	CLSEX

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Case Number TN05-B435-04
Option 1 of 1

RATES AND CHARGES

NOTES:

1. All rules and regulations for BellSouth® Primary Rate ISDN service and BellSouth® CrisisLinkSM service as set forth in the General Subscriber Services Tariff (GSSI), and BellSouth® SMARTPath® service as set forth in the Private Line Services Tariff (PLST) are applicable to this Agreement. The rate elements included herein have been specifically discounted. Other rate elements used in the provision of the service have not been listed, but may be found in the appropriate Company tariff. Examples of other rate elements are FCC surcharges, regulatory fees, taxes, or charges for features ordered that are not listed in the Agreement.
2. Nonrecurring charges associated with this Agreement shall not apply for new installations. However, unless otherwise provided for in this Agreement, if a service is discontinued prior to the expiration of this Agreement, then the Subscriber will pay full nonrecurring charges as identified below in addition to applicable termination liability charges:

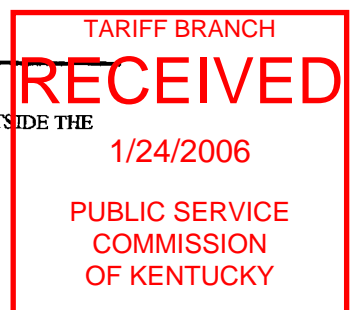
<u>USOC</u>	<u>Nonrecurring Charge</u>
ILD1E	\$875.00, each
PR71V	\$110.00, each
PR7BV	\$ 5.00, each
CLSEX	\$750.00, each
SP1AC	\$435.00, each
SP1AC, Addl.	\$140.00, each
SP1SW	\$435.00, each
SP1SW, Addl.	\$140.00, each

3. Apply five End User Common Line Charges for each Primary Rate Interface as ordered in Tariff F.C.C. No. 1, 4.7(c), Note 1.
4. The services and associated rates, charges, terms and conditions listed in this Agreement may be purchased by ServiceMaster Consumer Services, L.P. entities including the following:
ServiceMaster
Terminix International
TruGreen
Rescue Rooter
American Residential Services
American Home Services
Merry Maid (Corporate Owned Locations)
ServiceMaster Clean (Corporate Owned Locations)
5. Company will bill each ServiceMaster Consumer Services, L.P. entity directly for services purchased under this Agreement provided that if the ServiceMaster Consumer Services, L.P. entity does not pay for such services Company will seek recourse from ServiceMaster.

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Option 1 of 1

All trademarks and service marks contained herein are the property of BellSouth Intellectual Property Corporation.

END OF ARRANGEMENT AGREEMENT OPTION 1

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-B644-04
Option 1 of 1
Attachment 1

KENTUCKY ATTACHMENT

1. This Agreement is subject to the approval of the Kentucky Public Service Commission. In the event the Commission should modify any rate or provision of this Agreement, the Customer will have the option of accepting the modification(s) or of cancelling the Agreement. If accepted, billing will be rendered from the installation date.
2. KY05-B644-01 supersedes KY03-H409-00.

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1

BBMA Agreement No. GA05-K904-00
Regulated Services Agreement GA05-K904-10

**ATTACHMENT A (Regulated Services And Volume & Term)
To
BELLSOUTH BUSINESSSM MASTER AGREEMENT**

Southern Company Services

This Attachment A for Regulated Services and Volume & Term ("Attachment A") to the Master Agreement ("Agreement") is between Customer and BellSouth Business Systems, Inc. ("BBS"), on behalf of BellSouth Telecommunications, Inc. ("BST"), and applies to Orders for the purchase of Regulated Services from BST. This Attachment A is a Contract Service Arrangement ("CSA") with respect to Regulated Services. This Attachment A incorporates by reference the attached Appendices. In the event of any conflict or inconsistency, the Master Agreement's Section 1.1.A sets forth the order of precedence.

REGULATED SERVICES

1. Regulatory and Other Contractual Considerations.

1.1 Customer recognizes and agrees that this Attachment A is subject to and controlled by BST's Tariffs. Except as otherwise set forth herein and the Agreement, this Attachment A is not intended to replace or supersede existing Tariffs. All Services included under this Attachment A will be purchased in accordance with such approved Tariffs in effect in each state. The rates, charges and provisions of such Tariffs applicable to the Services will apply, unless and except to the extent to that Section 16 (Tariff Changes) applies or that this Attachment A contains express rates, charges and provisions specifically in conflict therewith (in which case the express rates, charges, and provisions of this Attachment A will control to the extent permitted by applicable law.) BST agrees Customer will be provided any appropriate Tariff decreases for any rate element.

1.2 Customer acknowledges that BST may be required in certain states to file and obtain approval of this Attachment A when used in conjunction with a Contract Service Arrangement ("CSA") or Special Service Arrangement ("SSA") prior to the implementation of this Attachment A. BST agrees to begin any necessary filings within thirty (30) calendar days after the Order Attachment Effective Date for the CSA or SSA or after the Rate Effective Date, whichever date is earlier. In the event the CSA or SSA is denied by a regulatory agency in any state or by another regulatory body with jurisdiction over this matter, this Attachment A and any CSA or SSA shall be null and void and of no effect in that state and BST agrees to reduce Customer's Annual Revenue Commitment to the extent of the shortfall resulting from such denial.

2. Order Attachment(s). Placement of Orders and Order Attachments is set forth in the Agreement's Sections 1.2 and 1.3.

3. Cancellation. If Customer cancels a Service ordered pursuant to an Order Attachment solely for its convenience and prior to the completed installation of the Regulated Service, but after the execution of the Order Attachment, Customer will pay all reasonable costs incurred in the implementation of the cancelled Regulated Service, not to exceed all reasonable costs that could apply if the work in the implementation of the Order Attachment had been completed, subject to the Agreement's Section 4.2.

4. Termination.

4.1 If Customer cancels a Service ordered pursuant to an Order Attachment solely for its convenience at any time prior to the expiration of the contract period set forth in the appropriate Order Attachment(s), Customer shall be responsible for all termination charges set forth in the canceled Order Attachment, subject to the Agreement's Section 4.2 and unless otherwise specified in this Attachment A or the Agreement. "Termination Charges" are defined in the Order Attachment(s).

4.2. Customer acknowledges it has options for its telecommunications services from service providers other than BST and it has chosen BST to provide the Regulated Services specified in each Order Attachment. Customer



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therefore, agrees that in the event it terminates Regulated Services provided pursuant to an Order Attachment of any kind whether it is a CSA or SSA, solely for its convenience and at any time prior to the expiration of the contract period set forth in the Order Attachment, Customer will pay Termination Charges, except where a certified reseller of BST local service resells this Attachment A to Customer and agrees in writing to assume all of Customer's obligations to BST under this Attachment A subject to the Agreement's Section 10 (Confidential Information).

5. Service Period.

5.1. The Service Period (as defined herein) for Regulated Services ordered under an Order Attachment after the Execution Date shall be as specified in the applicable Order Attachment and shall commence on the date installation is completed and accepted by Customer (the "New Service"). "Existing Service" is a service that was installed and is in use by Customer on or before the Execution Date. The Service Period for Regulated Services that are Existing Services is twelve months from the Execution Date.

5.2. At the expiration of the Service Period for any Regulated Service available pursuant to the Tariff, Customer may continue the Regulated Service according to renewal options provided under the Tariff. Except as outlined in Appendices 6 through 12, if Customer does not elect an additional contract period, or does not request discontinuance of service, the Regulated Service will be provided at the month-to-month rate currently in effect. At the expiration of the Service Period for any CSA or SSA, Customer may convert to an available tariff offering for the specific service or may request a new CSA or SSA.

VOLUME AND TERM PROVISIONS.

6. **Definitions.** As used in this Attachment A, the following words or phrases have the following meanings. If not otherwise defined herein, all capitalized words and phrases have the meaning set forth elsewhere in the Agreement.

6.1 "Annual Revenue Commitment" - the agreed-upon amount of pre-reward billing each year to Customer for BST Regulated Services that Customer agrees to achieve for purposes of this Attachment A. Customer's Annual Revenue Commitment is set forth in Section 7 below.

6.2 "Baseline" - in Contract Year 1, the annualized monthly billing to Customer for BST Regulated Services during each Contract Year that is used to calculate the Annual Revenue Commitment. Baseline in subsequent Contract Years is the aggregate billing, after any adjustments as provided in Sections 1.2 (Regulatory and Other Contractual Considerations), 14 (Business Change), 15 (Higher Order of Service), 16 (Tariff Changes), 20 (Rate Assurance), 21 (Market Review), 22 (Most Favored Customer) and 23 (Other Qualifying Events) of this Attachment A and Sections 16 (Change in Control), 13 (Default), 21 (Excused Delay/Performance; Force Majeure) or any other section of the Agreement, for the previous twelve (12)-month period without regard to any Rewards under this Attachment A.

6.3 "Contract Year" - the twelve (12)-month period during the Term of this Attachment A beginning on the first day of the month in which both Parties have signed this Attachment A ("Attachment Effective Date"), or any subsequent twelve (12)-month period that begins on the anniversary of the Attachment Effective Date.

6.4 "Local Usage" - Local usage is a measured or message rate commonly identified with business line services.

6.5 "Publicly Imposed Surcharges" - surcharges that BellSouth is required by governmental or quasi-governmental authorities to collect from or pay to others to support statutory or regulatory programs (other than access charges or their equivalent) during the Term, including Universal Service Fund charges.

6.6 "Reward" or "Reward Level" - the percentage applied to the monthly-billed revenue for the BST Regulated Services, exclusive of taxes and franchise fees, that are Reward Eligible and for which billing has occurred or will occur during the current billing period. The Reward Level is listed in Appendix 1 to this Attachment A.



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6.7 "Reward Eligible Services" - all BST local and intraLATA services purchased by Customer that are appropriate for the application of the Reward based on the existing monthly billed revenue, exclusive of taxes and franchise fees, as mutually agreed to by Customer and BST. Reward Eligible Services are listed in Appendix 1 to this Attachment A.

6.8 "Expiration Date" - the date on which this Attachment A expires, which will be the date on which the Agreement expires.

6.9 "Term" - the number of Contract Years or the number of months the Volume and Term provisions of this Attachment A are effective. The Term of this Attachment A is three (3) Contract Years.

6.10 "V&T Eligible Services" - all Regulated Services and FCC Regulated Services purchased by Customer whose billing is used to calculate Baseline. Non-recurring charges, taxes, and Publicly Imposed Surcharges are not used to calculate the Baseline and are not considered V&T Eligible. If any billing used to calculate the Baseline is in dispute in accordance with the Agreement's Section 4.2, the Parties agree to base the Baseline calculation on all the Regulated Services and FCC Regulated Services Customer used during the Contract Year in question.

7. Annual Revenue Commitment

7.1 Customer and BST agree to an Annual Revenue Commitment in the first Contract Year of this Attachment A of \$6,750,000.00. The Annual Revenue Commitment represents ninety percent (90%) of Customer's Baseline billing.

7.2 Customer and BST agree that all recurring charges for V&T Eligible Services billed by BST to Customer during each year of this Attachment A will be applied toward the Annual Revenue Commitment. Customer's progress toward meeting the Annual Revenue Commitment will be tracked by BST and measured in pre-reward billed dollars. BellSouth shall provide standard summary tracking reports to Customer on a monthly basis.

7.3 Customer and BST agree to determine Customer's Annual Revenue Commitment at the beginning of each Contract Year. The Annual Revenue Commitment for each Contract Year will be expressed as ninety percent (90%) of the Baseline billing for the Contract Year.

7.4 In the event the Annual Revenue Commitment is adjusted due to an event specified in Sections 1.2 (Regulatory and Other Contractual Considerations), 14 (Business Change), 15 (Higher Order of Service), 16 (Tariff Changes), 20 (Rate Assurance), 21 (Market Review), 22 (Most Favored Customer) and 23 (Other Qualifying Events) of this Attachment A and Sections 16 (Change in Control), 13 (Default), 21 (Excused Delay/Performance; Force Majeure) or any other section of the Agreement (individually or collectively, the "Event") or if Customer pays an invoice in accordance with Section 4.2 of the Agreement, Customer will not incur any commitment shortfall penalties and will be permitted to reduce its Annual Revenue Commitment levels by an amount equal to the adjustment made (a) during the Annual True-Up (as defined herein) if a non-Major Impact event occurs, (b) at another time mutually agreed upon by the Parties, or (c) at the time provided for in Section 7.4.1 below. Either Party may submit to the other written notice that conditions exist that either Party believes constitutes an Event under such Sections. Customer and BellSouth agree to determine whether such conditions meet the criteria set forth in such Sections. If such criteria are met, any adjustments to the Annual Revenue Commitment will be made at the next Annual True-Up.

7.4.1 If any Event occurs and such Event is a Major Impact Event, Customer will not incur any commitment shortfall penalties and will be permitted to reduce its Annual Revenue Commitment levels by an amount equal to the Impacted Purchases (as defined herein) at the time such Event occurs. "Impacted Purchases" means the amount equal all purchases of the Services that were and will be displaced by the Event, which calculation will include all such Impacted Purchases beginning on the date the Event began. "Major Impact Event" means the twenty percent (20%) or more of the total monthly purchases following the Event are subsequently displaced by such Event.

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8. Reward Level

8.1 BST will apply a Reward in an amount equal to a percentage of the monthly-billed revenue, exclusive of taxes and franchise fees, for the total billed revenue associated with the Reward Eligible Services at the beginning of the Contract Year. The Reward Level will be effective on the Reward Effective Date. The Reward applicable to any given month will appear as a credit in the "Other Charges and Credits" section of Customer's bill in a subsequent billing period.

8.2 Charges billed pursuant to the Federal or State Access Services Tariffs, billing for taxes or Publicly Imposed Surcharges, including but not limited to, the surcharges for 911 or dual party relay services, Local Usage, CSAs, SSAs, WATSSaver, and End User Common Line Charges, are not eligible for the application of the Reward. Billing associated with certain services may not be eligible for the application of a Reward in order to comply with applicable regulatory requirements.

8.3 Charges billed pursuant to other BST promotions or offers are not eligible for the application of the Reward.

8.4 Charges billed for V&T Eligible Services for which Customer has not paid in accordance with the Master Agreement's Section 4.2, and are not subject to a *bona fide* dispute, will not be counted toward the Annual Revenue Commitment, or toward the amounts set forth in Appendix 1, for purposes of determining a Reward Level attained by Customer. Once paid, BST will apply any usage accrued during the applicable Contract Year and associated with such payment toward the Annual Revenue Commitment corresponding to such Contract Year.

8.5 Customer and BST will be jointly responsible for the identification of Customer accounts with V&T Eligible Services. Customer and BST agree that BST will not be responsible for failure to apply a Reward to a V&T Eligible Service if such failure results from Customer's failure to identify the relevant account. Additional V&T Eligible Service accounts may be added only by mutual agreement of the Parties.

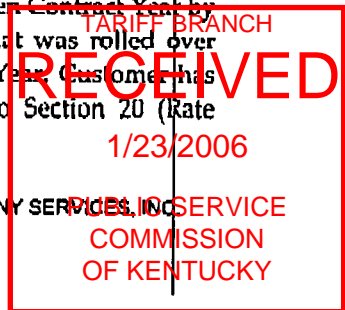
9. Annual Growth Incentive Award ("AGIA"). If Customer exceeds its Baseline by more than five percent (5.0%) during any Contract Year, Customer will receive an additional AGIA credit. The AGIA will equal twelve percent (12.0%) of the billed charges for V&T Eligible Services less the current Contract Year's Baseline. The AGIA, not to exceed one hundred fifty thousand dollars (\$150,000), will be calculated and applied at the time of the Annual True Up. AGIA credits resulting from Annual True-Up will be applied towards Reward Eligible Services only and will be applied within thirty (30) days of the completion of Annual True-Up.

10. Reward Level and Annual Revenue Commitment. The Customer's Reward Level and initial Annual Revenue Commitment are set forth in Appendix 1. The Annual Revenue Commitment for future Contract Years will be determined in accordance with Section 7.

11. Commitment Shortfall

11.1 Customer agrees if it fails to meet its Annual Revenue Commitment during a given Contract Year, except as provided in Sections 1.2 (Regulatory and Other Contractual Considerations), 14 (Business Change), 15 (Higher Order of Service), 16 (Tariff Change), 20 (Rate Assurance), 21 (Market Review), 22 (Most Favored Customer) and 23 (Other Qualifying Events) of this Attachment A and Sections 16 (Change in Control), Section 13 (Default), Section 21 (Excused Delay/Performance; Force Majeure) or any other section of the Agreement, to the extent permitted by applicable law and regulation, BST will bill and Customer agrees to pay the difference between the actual billed revenue for the current Contract Year and its Annual Revenue Commitment ("Commitment Shortfall").

11.2 Customer shall have the option to rollover any Commitment Shortfall amount for a given Contract Year by increasing its Annual Revenue Commitment for the next Contract Year by the amount that was rolled over ("Rollover Amount"). If, by the end of the sixth (6th) month of such subsequent Contract Year, Customer has failed to work off such Rollover Amount, Customer may exercise its rights pursuant to Section 20 (Rate



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Assurance) and Section 21 (Market Review). In such event, BellSouth will complete the rate review with Customer on or before the end of the seventh (7th) month of such subsequent Contract Year and the Parties may entertain increasing the Term (subject to mutual agreement of the Parties).

11.3 Sections 1.2 (Regulatory and Other Contractual Considerations), 14 (Business Change), 15 (Higher Order of Service), 16 (Tariff Changes), 20 (Rate Assurance), 21 (Market Review), 22 (Most Favored Customer) and 23 (Other Qualifying Events) of this Attachment A and Sections 16 (Change in Control), 13 (Default), 21 (Excused Delay/Performance; Force Majeure) or any other section of the Agreement will apply to any minimum revenue commitment set forth in any Order Attachment, and if any shortfall arises due any event described in such Sections, Customer will not be charged any shortfall charges.

12. Provision for Obtaining Rewards for Additional and New Regulated Services. For purposes of this Attachment A, an "Additional Service" is an intraLATA service that has been tariffed by BST on or before the Attachment Effective Date of this Attachment A, is not considered an intraLATA Reward Eligible Service and is not listed on Appendix 1. A "New Regulated Service" is an intraLATA service that is tariffed by BST after the Attachment Effective Date of this Attachment A. Customer may submit a request to BST to obtain a Reward on an Additional Service or New Regulated Service under this Attachment A. BellSouth shall (i) acknowledge, in writing, its receipt of such Customer request within ten (10) days after BellSouth's receipt of such Customer request, and (ii) address such Customer request within thirty (30) days after BellSouth's receipt of such Customer request or the next monthly meeting with Customer, whichever occurs first.

13. Acquisition of New Businesses. In the event Customer acquires a new business or operation within the BST service area during the Term and upon Customer's election, the Regulated Services and FCC Regulated Services at these locations may be included under this Attachment A upon Customer's written notification to BST. Upon receipt of such notice, and subject to applicable regulatory requirements, BST and Customer will amend this Attachment A, including the Annual Revenue Commitment level in Appendix 1 (provided that consolidation factors, including, without limitation, network optimization, work force consolidation and location consolidation, are taken into account), as appropriate to include such Regulated Services and FCC Regulated Services. If the Annual Revenue Commitment is amended, then such Regulated Services and FCC Regulated Services will contribute to the satisfaction of the Annual Revenue Commitment. Any revisions due to acquisition will be made at or near the time of the acquisition. If such new business or operation has an existing agreement with BellSouth, BellSouth will consent to the termination of such agreement without liability, taking into account network optimization, work force consolidation, location consolidation, and minimum term and quantity commitments, as of the date of the Annual True-Up. V&T Eligible Services included in this Attachment A as the result of an acquisition will be used in the calculation of an AGIA in the Contract Year in which the acquisition occurred. Unless otherwise agreed to by the Parties and subject to applicable regulatory requirements, BellSouth shall include such services in this Attachment A retroactive to the legal closing date of the acquisition, provided the Parties use their best efforts to bring such acquired services under this Attachment A in a diligent manner and reasonable amount of time.

14. Business Change. In the event of a sale, divestiture, liquidation, significant restructuring or reorganization, or downsizing of a significant part of Customer's, or its affiliate's, subsidiaries or divisions', business; a business downturn beyond Customer's, or its affiliate's, subsidiaries or divisions', control; a decision by Customer to close or consolidate locations that is based on events beyond Customer's reasonable control; or a network optimization using other BST services, (collectively, "Business Change"), any of which significantly reduces the volume of Regulated Services and/or FCC Regulated Services required by Customer, with the result that Customer is unable to meet its Annual Revenue Commitment under this Attachment A (notwithstanding Customer's reasonable efforts to avoid such a shortfall), BST and Customer will cooperate to reduce Customer's Annual Revenue Commitment to the extent of any shortfall resulting from the Business Change, retroactive to the date the Business Change occurred and waiving any Commitment Shortfall related to such Business Change for the

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Contract Year in which such Business Change occurred. This provision does not apply to a change resulting from a decision by Customer to transfer portions of its traffic to service providers other than BST solely for Customer's convenience or for reasons other than for cause or Default. Customer must provide BST written notice of the conditions it believes will require the application of this provision and will describe such conditions with reasonable particularity. Except as otherwise provided herein, this provision does not constitute a waiver of any charges incurred by Customer prior to the time the Parties mutually agree to amend this Attachment A. This provision supersedes the application of termination charges pursuant to the Tariff or other agreements.

15. Higher Order of Service. BST may offer Customer new technological features and capabilities that will provide additional value to Customer with higher functionality and increased capacity ("Higher Order of Service"). In the event Customer elects to incorporate such a Higher Order of Service into its network design, and the use of such Higher Order of Service results in Customer's being unable to meet its Annual Revenue Commitment under this Attachment A, then, subject to all applicable regulatory requirements, BST agrees to reduce Customer's Annual Revenue Commitment to the extent of any shortfall resulting from the migration to a Higher Order of Service at the time of Customer's election to incorporate such a Higher Order of Service.

16. Tariff Changes.

16.1 If, during the Term, BST requests and receives regulatory approval for price reductions on Tariffed Services purchased by Customer and such price reductions cause Customer to be unable to meet its Annual Revenue Commitment under this Attachment A, then subject to applicable regulatory requirements, BST agrees to reduce Customer's Annual Revenue Commitment to the extent of the shortfall resulting from the price reduction(s).

16.2 If, during the Term, BellSouth changes an applicable Tariff (including any Tariff option), Guide or service publication in a manner that is material and adverse to Customer or its affiliates without the prior written consent of Customer, then Customer may, at its sole discretion, either (i) discontinue the affected Regulated Service or FCC Regulated Service, with an appropriate reduction in the Annual Revenue Commitment or discount tiers to reflect such termination, without liability, or (ii) continue taking the Regulated Service or FCC Regulated Service, provided that such adverse term, condition or rate will not apply to Customer or its affiliates.

16.3 Within ten (10) business days after the execution of this Attachment A by both Parties (or after the effective date of any newly added Appendix, Order Attachment or Order, or after any adjustments are made pursuant to Sections 1.2 (Regulatory and Other Contractual Considerations), 14 (Business Change), 15 (Higher Order of Service), 16 (Tariff Change), 20 (Rate Assurance), 21 (Market Review), 22 (Most Favored Customer) and 23 (Other Qualifying Events) of this Attachment A and Sections 16 (Change in Control), Section 13 (Default), Section 21 (Excused Delay/Performance; Force Majeure) or any other section of the Agreement), BellSouth will apply for the applicable regulatory approval and make the appropriate filings with the Federal Communications Commission ("FCC"), state regulatory PUC or PSC authority as required by law to permit BellSouth to provide the Regulated Services or FCC Regulated Services to Customer on the terms and conditions set forth in this Attachment A and the applicable Appendices, Order Attachments and/or Orders. BellSouth will promptly provide Customer with a copy of, or electronic link with access to, each such filing(s) exactly as filed with the applicable regulatory authority. BellSouth will include in any Tariff option(s) all terms and conditions of the applicable Appendix, Order, Order Attachment and this Attachment A that, under applicable law, must be included therein to be fully enforceable by the Parties. BellSouth will correct any errors or omissions in the Tariff option(s) promptly upon Customer's written notice.

17. Annual True-Up.

17.1 Within 90 days of the end of each Contract Year, BST will conduct and complete a review of Customer's revenue to determine if Customer achieved its Annual Revenue Commitment ("Annual True-Up"). During the



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Annual True-Up, BST will calculate any Commitment Shortfall in accordance with Section 11 (Commitment Shortfall), subject to the applications of Sections 1.2 (Regulatory and Other Contractual Considerations), 14 (Business Change), 15 (Higher Order of Service), 16 (Tariff Change), 20 (Rate Assurance), 21 (Market Review), 22 (Most Favored Customer) and 23 (Other Qualifying Events) of this Attachment A and Sections 16 (Change in Control), Section 13 (Default), Section 21 (Excused Delay/Performance; Force Majeure) or any other section of the Agreement, and determine Customer's Baseline billing for the following Contract Year in accordance with Section 6.2. During the Annual True-Up, BST can also propose any adjustments to the Annual Revenue Commitment. Finally, during the Annual True-Up, BST and Customer will determine the Annual Revenue Commitment for the new Contract Year in accordance with Section 7.

17.2 Customer and BST agree that any credit resulting from the Annual True-Up will be applied as a credit on the BST bill for local and intraLATA services to be applied within two (2) billing cycles after the date on which the Annual True-Up is completed. Further, any debit resulting from the Annual True-Up for failure to meet the Annual Revenue Commitment (excluding any amounts that Customer elected to rollover as set forth in Section 11.2) or termination liability set forth below in Section 19 (Termination Liability) will be billed directly to Customer and Customer agrees to assume responsibility for such outstanding amounts, subject to Customer's right to withhold payment of any amounts subject to a *bona fide* dispute.

18. Taxes. Applicable taxes and franchise fees will be based on the negotiated tariffed prices reflected in the applicable Order Attachment for such Regulated Services, and no taxes or franchise fees will be added to the amount of any Reward or AGIA given to Customer under this Attachment A.

19. Termination Liability.

19.1 If Customer desires to terminate this Attachment A prior to its expiration for reasons other than (i) pursuant to Attachment A's Section 16 (Tariff Changes), the Master Agreement's Section 7.8.D, 13 (Default), 21 (Excused Delay/Performance; Force Majeure) or any other section in the Master Agreement or this Attachment A or (ii) for cause, Customer must provide written notice of such termination thirty (30) days prior to the effective date of termination. BST will bill Customer the following termination charges:

- (a) The amount of Rewards, including any AGIA credits, received for during the Term of this Attachment A or for the previous 12 months, whichever is less and
- (b) Liquidated damages equal to the prorated portion of the Attachment A implementation and tracking costs, calculated as follows:

Prorated Implementation and Tracking Costs = \$53,942.00 times the
(Contract Months Remaining divided by the Total Contract Months).

19.2 The application of termination charges pursuant to this Section supersedes the application of termination charges pursuant to the Tariff or any other agreement, subject to any future Order mutually agreed to by the Parties.

19.3 If the termination of this Attachment A terminates an Order Attachment, then only the termination charges set forth in this Section 19 will apply.

19.4 For New Services, the termination charges will be an amount equal to the waived installation charges for such terminated New Service, provided that Customer terminates such New Service (a) for reasons other than (i) for cause or Default, (ii) as set forth in Attachment A's Section 16 (Tariff Changes) or the Master Agreement's Section 7.8.D, 13 or 21, or (iii) pursuant to any other terms and condition of this Attachment A or the Master Agreement, and (b) prior to the expiration of thirty-six (36) months following the installation date of terminated New Service.

19.5 For Existing Services, the termination charges will be an amount equal to the waived installation charges for such terminated Existing Service, provided that Customer terminates such Existing Service (a) for reasons



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other than (i) for cause or Default, (ii) as set forth in Attachment A's Section 16 (Tariff Changes) or the Master Agreement's Section 7.8.D, 13 or 21, or (iii) pursuant to any other terms and condition of this Attachment A or the Master Agreement, and (b) prior to the expiration of twelve (12) months following the installation date of terminated Existing Service.

20. Rate Assurance. If Customer is offered a service proposal from another service provider that is comparable to a Service that is included in this Attachment A and is priced at least ten percent (10%) less than the post-discounted Services provided to Customer by BST, Customer shall provide BST written notice of the service proposal in reasonably sufficient detail (but without violating any confidential obligation such other service provider in connection with providing the requested information), so that BST will have the option to respond to the rates and terms offered by such other service provider for the services at issue. BST shall be provided seven (7) days to respond in writing with regard to whether it shall respond with a counter service offering. If BST chooses to respond with a counter offering, then BST shall require an additional twenty (20) days to develop its full response. In the event BST elects to respond to the offering from the alternative service provider and offers Customer a counter service proposal with rates and terms that are within ten percent (10%) of the alternative service provider's competitive offering, then this Attachment A shall continue in effect at the new customized rates and charges until the expiration of the this Attachment A. BST will reflect such rate and charges adjustments in the applicable Tariff Option in accordance with Section 16.3. Customer's Annual Revenue Commitment and Reward Level will be reduced to the extent of the projected lower billing due to the price reduction(s). If BST elects not to respond to the offer from the alternative service provider or does not offer Customer a proposal that is within ten percent (10%) of the alternative service provider's offering, then BST shall reduce the Annual Revenue Commitment of Customer by an amount that is equal to the actual Annual Revenue Commitment associated with the services included in the alternative carrier's service proposal. Notwithstanding any of the above, the rate assurance provisions in this Section 20 shall not apply to the Business Lines CSA in Appendix 6 and the PRI CSA in Appendix 12.

21. Market Review. At Customer's option, BellSouth and Customer agree to meet on or about each anniversary date of the Attachment Effective Date of this Attachment A, to discuss such competitive service alternatives and other technological or marketplace developments. BellSouth will make a proposal within fourteen (14) business days of the initial meeting, taking into account such alternatives and developments that may, by way of example and not limitation, include changes in rates, nonrecurring charges, revenue and/or volume commitments, discounts, the multi-year service period and other provisions. Customer may engage the services of a third party to review and advise Customer regarding BellSouth's proposal, provided such third party is subject to non-disclosure obligations as required in this Attachment A. If the Parties reach mutual agreement on an alternative, BellSouth will prepare and file any necessary tariff revisions and/or the Parties will sign a contractual amendment to implement any mutually agreeable alternative proposal, subject to all applicable legal and regulatory requirements. If the Parties are unable to agree and the third party certifies that the offer presented by BellSouth is not reasonably equivalent to what Customer would be able to obtain through a competitive procurement process, taking into account all relevant information, including, without limitation, network transition costs, Customer may elect to reduce its total Annual Revenue Commitment by an amount equal to the affected Regulated Services and FCC Regulated Services.

22. Most Favored Customer. If, at the time of the annual market review set forth in Section 21 above, information reveals that more favorable terms and conditions for any or all services, including rates, discounts and credits, comparable to those related hereto have been made available to similarly situated BellSouth customers, then BellSouth will respond to Customer within fourteen (14) days with a proposal and then will adjust the rates, credits, discounts, Annual Revenue Commitment or/and the Reward Level accordingly within 30 days of the date on which the Parties agree to make such adjustments. Factors that will be considered to determine whether a customer is similarly situated shall include, but not be limited to, competitive factors, the

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customers' mix of Services, and Annual Revenue Commitment and service locations within BellSouth's service areas.

23. Other Qualifying Events. If, as a proximate result of any of the events listed below, Customer's payments for the Services will be insufficient to satisfy Annual Revenue Commitment or any minimum revenue commitment in any Attachment or Order Attachment, then the Parties will make appropriate changes to the affected Attachment(s) or Order Attachment(s) as set forth in Section 7 (Annual Revenue Commitment). The events are:

- (i) a business downturn (whether general or specific to Customer) beyond Customer's reasonable control;
- (ii) a change in Customer's network configuration, design or use of technology resulting from the implementation of an additional BellSouth service, or a network optimization using other BellSouth Services where such optimization requires the purchase of additional services or the substitution of one Service for another service;
- (iii) any reduction of the BellSouth rates and charges that is required or permitted under the Agreement or any Attachment or Order Attachment;
- (iv) the substitution of another BellSouth Regulated Service (e.g., a new technology), for any Service if BellSouth is unwilling or unable to count Customer's payments for such service toward the Annual Revenue Commitment or the applicable minimum revenue commitment to which payments for the replaced Services contributed, or if the payments for such replacement BellSouth services is less than what Customer would have paid without the substitution;
- (v) chronic Service failures or chronic interruption;
- (vi) BellSouth's discontinuance of Services as permitted by this Agreement, for reasons other than due to breach or Default of Customer;
- (vii) the usage patterns or usage mix of the Services by Customer changes;
- (viii) Customer's termination of Services or an Attachment or Order Attachment (a) for BellSouth's (or any permitted BellSouth successor's) material breach, as permitted by any provision of the Agreement or any Attachment or Order Attachment that permits Customer to terminate Services, the Attachment or Order Attachment without liability for BellSouth's (or any permitted BellSouth successor's) material breach or (b) as permitted pursuant to the Agreement or any Attachment or Order Attachment;
- (ix) Customer's failure to comply with the De Minimis Requirement (as set forth in the applicable CSA), which failure results in the Customer being required to purchase the FCC Regulated Services in lieu of the impacted Regulated Services or to terminate the impacted Regulated Services;
- (x) transition by Customer to a new service or technology ("New Technology"): (a) which becomes generally available after the Attachment Effective Date from another service provider; (b) is deemed by Customer to be operationally necessary for Customer; (c) substantially improves upon the functionality of the Services provided by BellSouth to Customer under this Agreement; and (d) Customer transfers traffic to another service provider offering such new technology because BellSouth does not provide the New Technology or its functional equivalent service(s) at competitive rates, terms and conditions within six (6) months of the service or technology becoming generally available from another service provider or does not provide the New Technology in the geographic location required by Customer, provided that BellSouth will advise Customer within the six (6) month period if it is not intending to provide the New Technology or reasonably believes that it will not be able to make the New Technology available to Customer within the six (6) month period and, furthermore, during the six (6) month period, BellSouth shall keep Customer informed of its progress in making the New Technology available to Customer.

This Section 23 shall not apply to the extent that Customer transfers portions of its traffic to service providers other than BellSouth by the executing of a new written agreement or amendment, except in cases of change of control.



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service failure/outage, chronic service interruption, catastrophic failure/outage or force majeure, (ii) of cause or Default by BellSouth and/or (iii) where BellSouth is unable or unwilling to provide a service.

24. Miscellaneous Provisions

24.1 Offer Expiration. This offer shall expire on December 31st, 2005

24.2 Extension of Term. The Term of this Attachment A may be extended for two (2) additional one-year periods upon the mutual agreement of the Parties. Customer shall provide BST written notice of its intent to renew at least sixty (60) days before the beginning of each one-year renewal period and BellSouth shall respond to such written notice within ten (10) days of its receipt. If this Attachment A is extended pursuant to this Section, the terms and conditions of the Agreement will continue in full force and effect during such term extension.

Customer and BellSouth acknowledge that it has read and understands this Attachment A and agrees to be bound by its terms and conditions. The Parties further agree that this Attachment A, and any Orders, constitute the complete and exclusive statement of the agreement between the Parties, superseding all proposals, representations, and/or prior agreements, oral or written, between the Parties relating to the subject matter of this Attachment A. Acceptance of any Order by BellSouth is subject to commercially reasonable BellSouth credit approvals. This Attachment A is not binding upon the Parties until executed by an authorized employee, partner, or agent of Customer and BellSouth. The undersigned warrant and represent that they have the authority to bind Customer and BellSouth to this Attachment A. This Attachment A may not be modified, amended, or superseded other than by a written instrument executed by both Parties. The undersigned warrant and represent that they have the authority to bind Customer and BellSouth to this Attachment A.

CUSTOMER: Southern Company Services, Inc.

By: R. Bart Wood
(Signature)

By: R. Bart Wood VP & Georgia Region CIO
(Printed Name and Title)

Date: 12/22/2005

BELLSOUTH TELECOMMUNICATIONS, INC.
By: BELLSOUTH BUSINESS SYSTEMS, INC.

By: [Signature]
(Signature)

By: RG Wheelahan Jr. - Executive Director
(Printed Name and Title)

Date: 12/23/05



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**APPENDIX 1 (Volume & Term Provisions) to
 Attachment A (Regulated Services and Volume & Term)**

This Appendix 1 (Volume & Term Provisions) is a sub-part of Attachment A (Regulated Services), itself a part of the BellSouth Business Master Agreement by and between Customer and BellSouth, as set forth therein.

- 1. Customer: Southern Company Services, Inc.
- 2. Term: 36 Months

Volume and Term Provisions

- A. Annual Revenue Commitment: \$6,750,000 (90% of Baseline)
- B. Baseline (First Year): \$7,500,000
- C. Reward Level 19 %
- D. Growth Percentage: 5 %
- E. Annual Growth Incentive Award: 12 % (not to exceed \$150,000)
- F. Reward Eligible Services, include, but are not limited to, the following:

- A -BELLSOUTH CHANNELIZED TRUNKS
- A -BUS PLUS/BUS CHOICE
- A -BUSINESS ISDN
- A -CRISISLINK (ST-UP)
- A -CUSTOM CALLING
- A -DATA SEL-A-STA
- A -DID
- A -DIR. WHITE PAGE SVCS
- A -EXPND AREA CALLING - BUS
- A -FCO & FX SERVICES
- A -FLAT RATE PBX TRUNKS/NARS
- A -MEGALINK - ISDN
- A -MEGALINK CHANNEL
- A -MESSAGING CNS FEATURES
- A -MSG/MEAS RATE BUS
- A -MSG/MEAS RATE PBX
- A -MULTISERV/MULTISERV PLUS
- A -NARS - ESSX/Digital ESSX Service
- A -NON LIST/NON PUBLISHED SVCS
- A -OFF PREM EXT (OPX)
- A -PRESTIGE
- A -REMOTE CALL FWD
- A -RINGMASTER
- A -SYNCHRONET
- A -TIE LINES
- A -TOUCHSTAR
- A -VOICE GD NON-DATA
- A -ALARM & CONTROL CKT
- A -ANALOG DATA SERVICE
- A -ESSX ISDN
- A -NARS - Lightgate Service
- A -NARS - Megalink Channel Service



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**APPENDIX 2 (Service Level Assurances) to
Attachment A (Regulated Services and Volume & Term)**

This Appendix 2 (Service Level Assurances ("SLAs")) is a sub-part of Attachment A (Regulated Services), itself a part of the BellSouth Business Master Agreement by and between Customer and BellSouth, as set forth therein.

SERVICE LEVELS for PRI's, Megalinks, Analog Circuits, Frame Relay and Synchronet.

A. BellSouth shall offer Customer certain service levels based on BellSouth's Time to Repair (as hereinafter defined) for each of the services set forth below "Service Level Assurances". BellSouth agrees to pay Customer credits if BellSouth fails to meet the Acceptable Time to Repair allowances for the services set forth below (the "Service Credits"). Further, Customer agrees to pay BellSouth (in the form of a debit against any credits owed by BellSouth) if BellSouth's Average Time to Repair the circuits for which trouble reports were issued is less than the times specified below (the "Service Reward"). For purposes of determining Service Credits or Service Rewards, as the case may be, the following terms shall have the following meanings:

(i) "Time to Repair" is the period of time beginning when a trouble report is initiated by Customer or BellSouth (whichever is the first to notice) for a circuit providing a service described hereunder and ending when the circuit for which the trouble report was issued has been repaired and the service is restored by BellSouth to Customer's reasonable satisfaction.

(ii) "Acceptable Time to Repair" is the expected Time to Repair a circuit for which a trouble report is issued. Such period is specified for each service described below;

(iii) "Average Monthly Time to Repair" is the average Time to Repair circuits in a given service category for which Customer issues trouble reports in a single month;

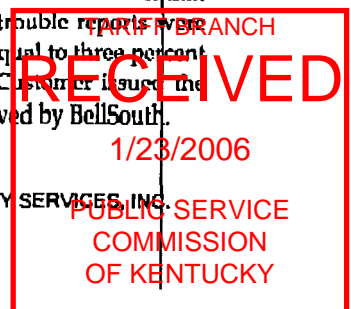
(iv) "Significant Outage" is any single event for which a single trouble report is issued relating to any single circuit and for which the Acceptable Time to Repair is exceeded. Such periods are specified for each service below; and

(v) "Chronic Outage" occurs when the total Time to Repair any single circuit for which trouble reports are issued (not including Significant Outages, which are calculated and credited separately) during any single month, which, in the aggregate, exceed the Acceptable Time to Repair. Such periods are specified for each service below;

B. BellSouth and Customer, therefore, agree that the following Service Levels shall apply for the services set forth below:

(i) T-1 Service. The Acceptable Time to Repair a single T-1 Service circuit is four (4) hours. For each Significant Outage during a single month, BellSouth will grant Customer a Service Credit equal to a single monthly recurring charge for that T-1 Service circuit. If a Chronic Outage occurs for any single T-1 Service circuit in a given month, then BellSouth will credit Customer an amount equal to that month's recurring charge for the T-1 Service circuit that sustained the Chronic Outage. If the Average Monthly Time to Repair T-1 Service circuits for which trouble reports were issued in a single month is three (3) hours or less, then Customer shall grant BellSouth a Service Reward equal to three percent (3%) of the monthly recurring charges billed during that month for all T-1 Service circuits for which Customer issued the trouble reports. Payment for the Service Reward will be made in the form of a debit against any credits owed by BellSouth.

(ii) Primary Rate ISDN ("PRI") Service Levels. The Acceptable Time to Repair a single PRI Service circuit is four (4) hours. For each Significant Outage during a single month, BellSouth will grant Customer a Service Credit equal to a single monthly recurring charge for that PRI Service circuit. If a Chronic Outage occurs for any single PRI Service circuit in a given month, then BellSouth will credit Customer an amount equal to that month's recurring charge for the PRI Service circuit that sustained the Chronic Outage. If the Average Monthly Time to Repair PRI Service circuits for which trouble reports were issued in a single month is two (2) hours or less, then Customer shall grant BellSouth a Service Reward equal to three percent (3%) of the monthly recurring charges billed during that month for all PRI Service circuits for which Customer issued the trouble reports. Payment for the Service Reward will be made in the form of a debit against any credits owed by BellSouth.



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(iii) Analog Data Circuits (Substations). The Acceptable Time to Repair a single Analog Data Service Circuit (substation) is six (6) hours. For each Significant Outage during a single month, BellSouth will grant Customer a Service Credit equal to a single monthly recurring charge for that Analog Data Service Circuit (substation). If a Chronic Outage occurs for any single Analog Data Service Circuit (substation) in a given month, then BellSouth will credit Customer an amount equal to that month's recurring charge for the Analog Data Service Circuit (substation) that sustained the Chronic Outage. If the Average Monthly Time to Repair Analog Data Service Circuits (substation) for which trouble reports were issued in a single month is four (4) hours or less, then Customer shall grant BellSouth a Service Reward equal to three percent (3%) of the monthly recurring charges billed during that month for all Analog Data Service Circuits (substation) for which Customer issued the trouble reports. Payment for the Service Reward will be made in the form of a debit against any credits owed by BellSouth. The parties will jointly determine which Analog Data Circuits are deemed Analog Data Circuits (substation) and which are deemed Analog Data Circuits (non-substation).

(iv) Analog Data Circuits (Non-Substations). The Acceptable Time to Repair a single Analog Data Service Circuit (non-substation) is eight (8) hours. For each Significant Outage during a single month, BellSouth will grant Customer a Service Credit equal to a single monthly recurring charge for that Analog Data Service Circuit (non-substation). If a Chronic Outage occurs for any single Analog Data Service Circuit (non-substation) in a given month, then BellSouth will credit Customer an amount equal to that month's recurring charge for the Analog Data Service Circuit (non-substation) that sustained the Chronic Outage. If the Average Monthly Time to Repair Analog Data Service Circuits (non-substation) for which trouble reports were issued in a single month is six (6) hours or less, then Customer shall grant BellSouth a Service Reward equal to three percent (3%) of the monthly recurring charges billed during that month for all Analog Data Service Circuits (non-substation) for which Customer issued the trouble reports. Payment for the Service Reward will be made in the form of a debit against any credits owed by BellSouth.

(v) Frame Relay. The Acceptable Time to Repair a Frame Relay circuit is four (4) hours. For each Significant Outage during a single month, BellSouth will grant Customer a Service Credit equal to a single monthly recurring charge for that Frame Relay circuit. If a Chronic Outage occurs for any single Frame Relay circuit in a given month, then BellSouth will credit Customer an amount equal to that month's recurring charge for the Frame Relay circuit that sustained the Chronic Outage. If the Average Monthly Time to Repair Frame Relay circuits for which trouble reports were issued in a single month is two (2) hours or less, then Customer shall grant BellSouth a Service Reward equal to three percent (3%) of the monthly recurring charges billed during that month for all Frame Relay circuits for which Customer issued the trouble reports. Payment for the Service Reward will be made in the form of a debit against any credits owed by BellSouth.

(vi) Synchronet. The Acceptable Time to Repair a Synchronet circuit is seven (7) hours. For each Significant Outage during a single month, BellSouth will grant Customer a Service Credit equal to a single monthly recurring charge for that Synchronet circuit. If a Chronic Outage occurs for any single Synchronet circuit in a given month, then BellSouth will credit Customer an amount equal to that month's recurring charge for the Synchronet circuit that sustained the Chronic Outage.

(vii) Other Services. Service Levels for other services are set forth in the applicable tariff.

C. Exceptions. If a Chronic Outage or a Significant Outage is caused by an event of Force Majeure (as defined in the Agreement's Section 21), then such outage shall not constitute a failure in performance for purposes of these provisions. In the event a Chronic Outage or a Significant Outage occurs because of acts that are caused by or within the sole control of Customer, its agents or suppliers, then BellSouth shall not be liable for credits for failure to meet the Acceptable Times to Repair under the Service Levels to the extent such failure is caused solely by Customer, its agents or suppliers.



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**Appendix 3 (South Carolina Addendum) to
Attachment A (Regulated Services and Volume & Term)**

This Appendix 3 (South Carolina Addendum) is a sub-part of Attachment A (Regulated Services), itself a part of the BellSouth Business Master Agreement No. GA05-K904-00 (the "Master Agreement") by and between Customer and BellSouth, as set forth therein.

Customer and BST acknowledge and agree that to the extent the Master Agreement and its Attachment A ("Agreement") or the Reward Eligible Services are provided in South Carolina and constitute a "bundled offering" or a "contract offering" in accordance with South Carolina law, all references to "BellSouth's General Subscriber Services Tariff," "BellSouth tariffs," "BellSouth's lawfully filed tariffs" or any other reference to BellSouth's tariffs on file with the South Carolina Public Service Commission ("Commission"), if applicable, shall be deemed to refer to the agreed contract terms and conditions applicable to such Service(s) identical to those set forth in BellSouth's Service Descriptions and Price Lists. Such terms are incorporated herein by reference as contract terms and not as terms of a tariff, including all changes to such terms and conditions as may be made from time to time and such changes are subject to Attachment A's Section 16 (Tariff Changes), and can be reviewed at http://cpr.bellsouth.com/pdf/sc/product_line.htm. To the extent there exist any discrepancies or inconsistencies between the terms set forth in the body of the Agreement and those incorporated herein by reference, the terms set forth in the body of the Agreement shall govern.

Customer and BellSouth acknowledge that it has read and understands this Appendix 3 and agrees to be bound by its terms. By signing or indicating acceptance below, Customer and BellSouth acknowledge and accept all terms of the Appendix 3 as set forth above, including all terms set forth in the BellSouth "Service Descriptions and Price Lists" found at http://cpr.bellsouth.com/pdf/sc/product_line.htm, as applicable and subject to Attachment A's Section 16 (Tariff Changes).

CUSTOMER: Southern Company Services, Inc.

BELLSOUTH TELECOMMUNICATIONS, INC.
BY: BELLSOUTH BUSINESS SYSTEMS, INC.

By: R. Bart Wood
Printed Name: RBart Wood
Title: VP of Georgia Region CO
Date: 12/22/2005

By: [Signature]
Printed Name: RG Whelan Jr.
Title: Executive Director
Date: 12/23/05



BBMA Agreement No. GA05-K904-00
 Regulated Services Agreement GA05-K904-10

Appendix 4 (LOEs) to
 Attachment A (Regulated Services and Volume & Term)

ORDER ATTACHMENT – Letter of Election

This Order Attachment – Letter of Election (LOE) ("Order Attachment") is entered into pursuant to BellSouth BusinessSM Master Agreement No. GA05-K904-00 (the "Master Agreement"). This Order Attachment is entered into by BellSouth Business Systems, Inc. ("BBS") on behalf of BellSouth Telecommunications, Inc. ("BST").

Service: CrisisLink
 Selected Service Period: See "Other Terms and Conditions" section below
 Service Specific Tariff: Applicable General Subscribers Service Tariff in which service is provided (the "Tariff")
 Installation Date: See "Other Terms and Conditions" section below
 Customer's Billing Address: 241 Ralph McGill Blvd
Atlanta, Ga 30308

Estimated Installation Interval: Installed
 Customer's Georgia Installation Address: 241 Ralph McGill Blvd, Atlanta, Ga 30308
 Customer's Alabama Installation Address: 600 North 18th St, Birmingham, Al 35291

ORDER DETAIL

Georgia

QUANTITY	USOC	DESCRIPTION	NON-RECURRING \$ per unit	Monthly RECURRING \$ per unit
2	CLSCX	Each Additional CrisisLink Plan	\$450.00	\$65.00
10	CLSTA	Each Additional Redirected number	\$15.00	\$5.00
2	CLSEX	First CrisisLink Plan	\$750.00	\$65.00
1	CLSTX	Redirected number	\$0.00	\$0.00
5	CLSPX	Plan Update	\$170.00	\$0.00

Alabama

QUANTITY	USOC	DESCRIPTION	NON-RECURRING \$ per unit	Monthly RECURRING \$ per unit
1	CLSTX	Redirected number	\$0.00	\$0.00
1	CLSCX	Each Additional CrisisLink Plan	\$450.00	\$65.00
13	CLSTA	Each Additional Redirected number	\$15.00	\$5.00
1	CLSEX	First CrisisLink Plan	\$750.00	\$65.00

Other Terms and Conditions:

Recognition of previous service may be given to Customer who renews an existing arrangement or converts from month-to-month billing, under circumstances detailed in the Tariff. This Order Attachment's service period includes 96 months for recognition of previous service.

This Order Attachment includes rate elements required for CrisisLink. Those subject to rate stabilization are indicated in the Tariff. Subject to the Master Agreement's terms and conditions, other charges mandated by Federal, State, or Local statutes may also apply.

CUSTOMER: Southern Company Services, Inc.

BELLSOUTH TELECOMMUNICATIONS, INC.
 BY: BELLSOUTH BUSINESS SYSTEMS, INC.

By: R. Bart Wood
 Printed Name: R. Bart Wood
 Title: VP of Georgia Region CIO
 Date: 12/22/2005

By: [Signature]
 Printed Name: R. B. Whelan Jr.
 Title: Executive Director
 Date: 12/23/05

TARIFF BRANCH
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 1/23/2006
 SERVICE COMMISSION OF KENTUCKY

BBMA Agreement No. GA05-K904-00
Regulated Services Agreement GA05-K904-10

Appendix 4 to Regulated Services Agreement

ORDER ATTACHMENT - Letter of Election

This Order Attachment - Letter of Election (LOE) ("Order Attachment") is entered into pursuant to BellSouth BusinessSM Master Agreement No. GA05-K904-00 (the "Master Agreement"). This Order Attachment is entered into by BellSouth Business Systems, Inc., ("BBS") on behalf of BellSouth Telecommunications, Inc. ("BST").

Service: MegaLink Channel Service
 Selected Service Period: See "Other Terms and Conditions" section below
 Service Specific Tariff: Applicable General Subscribers Service Tariff in which service is provided (the "Tariff")
 Installation Date: See "Other Terms and Conditions" section below
 Customer's Billing Address: 241 Ralph McGill Blvd
Atlanta, Ga 30308

Estimated Installation Interval: Installed

ORDER DETAIL

Georgia

USOC	DESCRIPTION	NON-RECURRING \$ per unit	Monthly Recurring \$ per unit Service Period 49-72 months	Monthly Recurring \$ per unit Service Period 73-96 months
VUM24	24 Voice Equivalent Channels	\$220.00	\$171.00	\$154.00
VUM48	48 Voice Equivalent Channels	\$265.00	\$200.00	\$280.00
VUM96	96 Voice Equivalent Channels	\$350.00	\$530.00	\$510.00
1PQW5	56 KBPS digital data feature activation at central office	\$10.00	\$11.00	\$11.00
1PQWF	analog voice data feature activation at central office	\$7.00	\$8.00	\$8.00
1PQWP	analog off premises sta feature activation at CO	\$7.00	\$5.00	\$5.00
1PQWQ	analog tie line/trunk feature activation at CO	\$7.00	\$8.00	\$8.00
1PQWU	analog trunk feature activation at central office	\$7.00	\$5.00	\$5.00
1PQWV	analog voice grade private line, non-data, feature activation at CO	\$7.00	\$5.00	\$5.00

Alabama

USOC	DESCRIPTION	NON-RECURRING \$ per unit	Monthly Recurring \$ per unit Service Period 49-72 months	Monthly Recurring \$ per unit Service Period 73-96 months
VUM24	24 Voice Equivalent Channels	\$240.00	\$171.00	\$154.00
1PQW5	56 KBPS digital data feature activation at central office	\$10.00	\$11.00	\$11.00
1PQW9	9.6 Kbps Digital Data Feature Activation at CO	\$7.00	\$11.00	\$11.00
1PQWF	analog voice data feature activation at central office	\$7.00	\$8.00	\$8.00
1PQWU	analog trunk feature activation at central office	\$7.00	\$5.00	\$5.00
1PQWV	analog voice grade private line, non-data, feature activation at CO	\$7.00	\$5.00	\$5.00

Florida

USOC	DESCRIPTION	NON-RECURRING \$ per unit	Monthly Recurring \$ per unit Service Period 73-96 months
VUM24	24 Voice Equivalent Channels	\$225.00	\$154.00
1PQWU	analog trunk feature activation at central office	\$7.00	\$5.00

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 OF KENTUCKY

**BBMA Agreement No. GA05-K904-00
Regulated Services Agreement GA05-K904-10**

Tennessee

USOC	DESCRIPTION	NON-RECURRING \$ per unit	Monthly Recurring \$ per unit Service Period 49-72 months	Monthly Recurring \$ per unit Service Period 73-96 months
1PQWE	Featr Activation CO Dig Data 64 Kbps	\$7.00	\$11.00	\$11.00
1PQWU	analog trunk feature activation at central office	\$7.00	\$5.00	\$5.00

Mississippi

USOC	DESCRIPTION	NON-RECURRING \$ per unit	Monthly Recurring \$ per unit Service Period 73-96 months
VUM24	24 Voice Equivalent Channels	\$240.00	\$154.00
1PQWU	analog trunk feature activation at central office	\$7.00	\$5.00

Other Terms and Conditions:

Recognition of previous service may be given to Customer who renews an existing arrangement or converts from month-to-month billing, under circumstances detailed in the Tariff. See attached spreadsheet of LOE circuit start dates for determination of Selected Service Period.

This Order Attachment includes rate elements required for MegaLink Channel Services. Those subject to rate stabilization are indicated in the Tariff. Subject to the terms and conditions of the Master Agreement, other charges mandated by Federal, State, or Local statutes may also apply.

CUSTOMER: Southern Company Services, Inc.

BELLSOUTH TELECOMMUNICATIONS, INC.
BY: BELLSOUTH BUSINESS SYSTEMS, INC.

By: R. Bart Wood
 Printed Name: R. Bart Wood
 Title: VP of Georgia Region CIO
 Date: 12/22/2005

By: [Signature]
 Printed Name: RB Wheelahan Jr.
 Title: Executive Director
 Date: 12/23/05



BEMA Agreement No. GA05-K904-00
Regulated Services Agreement GA05-K904-10

Appendix 4 to Regulated Services Agreement

ORDER ATTACHMENT - Letter of Election

This Order Attachment - Letter of Election (LOE) ("Order Attachment") is entered into pursuant to BellSouth BusinessSM Master Agreement No. GA05-K904-00 (the "Master Agreement"). This Order Attachment is entered into by BellSouth Business Systems, Inc., ("BBS") on behalf of BellSouth Telecommunications, Inc. ("BST").

Service: MegaLink Plus
Selected Service Period: See "Other Terms and Conditions" section below
Service Specific Tariff: Applicable General Subscribers Service Tariff in which service is provided (the "Tariff")
Installation Date: See "Other Terms and Conditions" section below
Customer's Billing Address: 600 North 18th St.
Birmingham, AL 35291

Estimated Installation Interval: Installed
Customer's Installation Address CLK #1: 600 North 18th St, Birmingham, AL 35291
Customer's Installation Address CLK #2: 600 University Park Pl., Homewood, AL 35209

ORDER DETAIL

QUANTITY	USOC	DESCRIPTION	NON-RECURRING \$ per unit	Monthly RECURRING \$ per unit
14	P2JP1	Local Channel	\$0.00	\$160.00
7	1LNG1	IOC Mileage Fixed Chrg: 0-8 miles	\$310.00	\$55.00
21	1LNGA	IOC per mileage fee: 0-8 miles	\$0.00	\$12.00

Other Terms and Conditions:
Recognition of previous service may be given to Customer who renews an existing arrangement or converts from month-to-month billing, under circumstances detailed in the Tariff. This Order Attachment's service period includes 96 months for recognition of previous service.

This Order Attachment includes rate elements required for **MegaLink Plus**. Those subject to rate stabilization are indicated in the Tariff. Subject to the Master Agreement's terms and conditions, other charges mandated by Federal, State, or Local statutes may also apply.

CUSTOMER: Southern Company Services, Inc.

BELLSOUTH TELECOMMUNICATIONS, INC.
BY: BELLSOUTH BUSINESS SYSTEMS, INC.

By: R. Bart Wood
Printed Name: R. Bart Wood
Title: VP of Georgia Region CIO
Date: 12/22/2005

By: [Signature]
Printed Name: RG Wheelahan Jr.
Title: Executive Director
Date: 12/23/05



ATTACHMENT B
Order Forms

BBMA Agreement No. GA05-K904-00
Regulated Services Agreement GA05-K904-10

Attachment B, Appendix 1 Order for Purchase Order



Energy to Serve Your World™

BBMA Contract No. _____

Purchase Order Number _____

PURCHASE ORDER

Southern Company Services, Inc.

Bin 5n-8428 _____

600 North 18th Street (35203)

P. O. Box 2641

Birmingham, AL 35291-

Attn: Mark Kuester

("Customer")

("BellSouth")

This Purchase Order (hereinafter referred to as the "Order") is issued pursuant to and under the BellSouth Business Services Master Agreement between Customer and BellSouth, SCS/BBMA Contract No. _____, and shall be governed by and subject to the terms and conditions in said Agreement. BellSouth agrees to provide Customer with the Service(s) described below in accordance with the terms and conditions contained in this Agreement and any supplemental provisions set forth in this Order.

PURCHASE ORDER NUMBER:

DESCRIPTION OF PRODUCTS/SERVICES:

PRICE:

TOTAL PRICE

DELIVERY DATE:

SHIPPING TERMS:

ADDITIONAL TERMS AND CONDITIONS:

ACCEPTED BY:

AGREED TO BY:

Southern Company Services, Inc.

("Customer")

("BellSouth")

By: _____

By: _____

Name: _____

(typed or printed)

Name: _____

(typed or printed)

Title: _____

Title: _____

Date: _____

Date: _____

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COMMISSION
OF KENTUCKY

BEMA Agreement No. GA05-K904-00
Regulated Services Agreement GA05-K904-10

Attachment B, Appendix 2

Order for Circuit Order



Circuit Order Form

Date:	PON:
Requested By:	Telephone Number:
Email Address:	Fax Number:

Request Name:	Requested Due Date:
Request Type:	

Local/Technical Contact:
Telephone Number:

Request:

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 COMMISSION
 OF KENTUCKY

BBMA Agreement No. GA05-K904-00
Regulated Services Agreement GA05-K904-10

Confirmation Information

Circuit Number:	Billing Number:
Service Order Number:	Due Date:
Install Cost:	Monthly Cost:

Vendor:	Contact:	Phone:
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 PUBLIC SERVICE
 COMMISSION
 OF KENTUCKY

**BBMA Agreement No. GA05-K904-00
Regulated Services Agreement GA05-K904-10**

ATTACHMENT C

Reserved for Future use

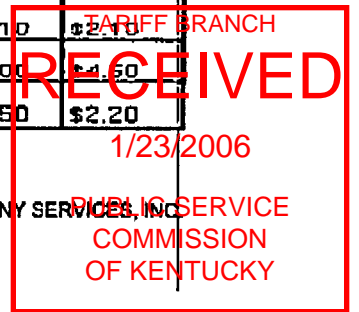
TARIFF BRANCH
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COMMISSION
OF KENTUCKY

BBMA Agreement No. GA05-K904-00
Regulated Services Agreement GA05-K904-10

Attachment D (Non-Recurring Charges)

Attachment D is a part of the BellSouth Business Master Agreement by and between Customer and BellSouth, as set forth therein. The non-recurring rates are one-time and fixed for the Term. [Account Team to confirm chart and complete any missing amounts.]

Non-Recurring Charges:									
New Primary Line Install Contracted Rate (except NY)	\$	\$	\$	\$	\$	\$	\$	\$	\$
New Secondary Line Install Contracted Rate	\$	\$	\$	\$	\$	\$	\$	\$	\$
Transfer of Service	\$40.00	\$38.00	\$30.00	\$48.00	\$46.00	\$24.50	\$19.00	\$25.00	\$47.00
Moves, Adds, Rearrangement	\$48.00	\$30.00	\$30.00	\$48.00	\$46.00	\$24.50	\$19.00	\$25.00	\$47.00
Technician Dispatch Charge: First 15 Min.	\$20.00	\$28.00	\$22.50	\$30.00	\$23.00	\$24.00	\$13.75	\$23.00	\$28.00
Trouble Isolation Charge	\$95.00	\$95.00	\$95.00	\$95.00	\$95.00	\$95.00	\$95.00	\$95.00	\$95.00
Missed Appointment Charge	\$	\$	\$	\$	\$	\$	\$	\$	\$
Technician - Premise Repair Hourly Charge	\$20.00	\$28.00	\$22.50	\$30.00	\$23.00	\$24.00	\$13.75	\$23.00	\$28.00
Jack Installation	\$48.00	\$38.00	\$30.00	\$48.00	\$46.00	\$24.50	\$19.00	\$25.00	\$47.00
Feature Change Order	\$23.00	\$19.00	\$15.00	\$20.00	\$26.00	\$18.00	\$9.00	\$10.00	\$24.00
Toll Restriction Fee Order	\$5.50	\$5.50	\$5.50	\$5.50	\$5.50	\$5.50	\$5.50	\$5.50	\$5.50
Record Change Charge	\$23.00	\$19.00	\$15.00	\$20.00	\$26.00	\$18.00	\$9.00	\$10.00	\$24.00
Hint Group Change Charge	\$23.00	\$19.00	\$15.00	\$20.00	\$26.00	\$18.00	\$9.00	\$10.00	\$24.00
PIC Change Charge	\$3.07	\$3.07	\$3.07	\$3.07	\$3.07	\$3.07	\$3.07	\$3.07	\$3.07
No PIC on Line Charge (if applicable)	\$	\$	\$	\$	\$	\$	\$	\$	\$
Duplicate Invoice	\$	\$	\$	\$	\$	\$	\$	\$	\$
Call Detail Report	\$	\$	\$	\$	\$	\$	\$	\$	\$
Restoration of Service	\$40.00	\$38.00	\$30.00	\$48.00	\$46.00	\$24.50	\$19.00	\$25.00	\$47.00
Other Charges:									
Primary Directory Listing White Pages	\$	\$	\$	\$	\$	\$	\$	\$	\$
Primary Directory Listing Yellow Pages	\$	\$	\$	\$	\$	\$	\$	\$	\$
Additional Directory Listings White Pages	\$2.10	\$2.10	\$2.10	\$2.10	\$2.10	\$2.10	\$2.10	\$2.10	\$2.10
Additional Directory Listings Yellow Pages	\$2.10	\$2.10	\$2.10	\$2.10	\$2.10	\$2.10	\$2.10	\$2.10	\$2.10
Non-Published Number	\$4.00	\$3.50	\$4.50	\$4.50	\$4.50	\$4.50	\$2.30	\$3.00	\$4.50
Non-Listed Number	\$2.00	\$1.15	\$	\$	\$2.30	\$2.20	\$1.39	\$1.50	\$2.20



**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-F707-00

(b) Subscriber further acknowledges that it has options for its telecommunications services from providers other than Company and that it has chosen Company to provide the services in this Agreement. Accordingly, if Subscriber assigns this Agreement to a certified reseller of Company local services and the reseller executes a written document agreeing to assume all requirements of this Agreement, Subscriber will not be billed termination charges. However, Subscriber agrees that in the event it fails to meet its obligations under this Agreement or terminates this Agreement or services purchased pursuant to this Agreement in order to obtain services from a facilities based service provider or a service provider that utilizes unbundled network elements, Subscriber will be billed, as appropriate, termination charges as specified in this Agreement.

8. This Agreement shall be construed in accordance with the laws of the State of Kentucky.
9. Except as otherwise provided in this Agreement, notices required to be given pursuant to this Agreement shall be effective when received, and shall be sufficient if given in writing, hand delivered, or United States mail, postage prepaid, addressed to the appropriate party at the address set forth below. Either party hereto may change the name and address to whom all notices or other documents required under this Agreement must be sent at any time by giving written notice to the other party.

Company

BellSouth Telecommunications, Inc.
Assistant Vice President
9100 Shelbyville Rd. Ste 300
Louisville, KY 40222

Subscriber

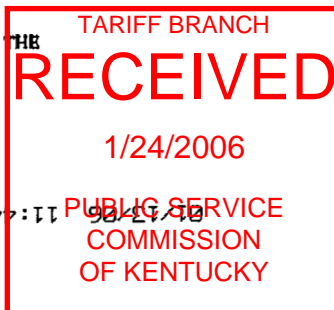
STITES & HARBISON
% ROY KITCHEN 250 W MAIN ST
LEXINGTON, KY 40507

10. Subscriber may not assign its rights or obligations under this Agreement without the express written consent of Company and only pursuant to the conditions contained in the appropriate tariff.
11. In the event that one or more of the provisions contained in this Agreement or incorporated within by reference shall be invalid, illegal, or unenforceable in any respect under any applicable statute, regulatory requirement or rule of law, then such provisions shall be considered inoperative to the extent of such invalidity, illegality, or unenforceability and the remainder of this Agreement shall continue in full force and effect.
12. Subscriber acknowledges that Subscriber has read and understands this Agreement and agrees to be bound by its terms and conditions. Subscriber further agrees that this Agreement, and any orders, constitute the complete and exclusive statement of the Agreement between the parties, superseding all proposals, representations, and/or prior agreements, oral or written, between the parties relating to the subject matter of the Agreement.
13. Acceptance of any order by Company is subject to Company credit and other approvals. Following order acceptance, if it is determined that: (i) the initial credit approval was based on inaccurate or incomplete information; or (ii) the customer's creditworthiness has significantly decreased, Company in its sole discretion reserves the right to cancel the order without liability or suspend the Order until accurate and appropriate credit approval requirements are established and accepted by Customer.
14. This Agreement is not binding upon Company until executed by an authorized employee, partner, or agent of Subscriber and Company. This Agreement may not be modified, amended, or superseded other than by a written instrument executed by both parties, approved by the appropriate Company

PRIVATE/PROPRIETARY

CONTAINS PRIVATE AND/OR PROPRIETARY INFORMATION. MAY NOT BE USED OR DISCLOSED OUTSIDE THE BELL SOUTH COMPANIES EXCEPT PURSUANT TO A WRITTEN AGREEMENT.

Page 2 of 7



**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-F707-00

organization, and incorporated into Company's mechanized system. The undersigned warrant and represent that they have the authority to bind Subscriber and Company to this Agreement.

PRIVATE/PROPRIETARY

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BELLSOUTH COMPANIES EXCEPT PURSUANT TO A WRITTEN AGREEMENT.

Page 3 of 7



**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-F707-00

Option 1 of 1

This Agreement is subject to the approval of the Kentucky Public Service Commission. In the event the Commission should modify any rate or provision of this Agreement, the Customer will have the option of accepting the modification(s) or of canceling the Agreement. If accepted, billing will be rendered from the installation date.

Offer Expiration: This offer shall expire on: 1/28/2006.

Estimated service interval following acceptance date: Negotiable weeks.

Service description:

This Contract Service Arrangement (CSA) provides for BellSouth® Primary Rate ISDN - Voice/Data (Standard) service.

This Agreement provides for a twenty-four (24) month service period. (Notes 1,2,4)

This Agreement shall be extended for additional one-year terms under the same terms and conditions herein unless either party provides written notice of its intent not to renew the Agreement at least sixty (60) days prior to the expiration of the initial term or each additional one-year term.

Customer Initials RWK

PRIVATE/PROPRIETARY

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Page 4 of 7



CONTRACT SERVICE ARRANGEMENT
AGREEMENT

Case Number KY05-F707-00
Option 1 of 1

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the dates set forth below.

Accepted by:

Subscriber:
STITES & HARBISON

By: Roy W. Kitchen
Authorized Signature

Printed Name: Roy W. Kitchen

Title: Administrator

Date: 1/4/06

Company:
BellSouth Telecommunications, Inc.
By: BellSouth Business Systems, Inc.

By: J. Marshall
Authorized Signature

Printed Name: JIM MARSHALL

Title: MGR-Ky

Date: 1/10/06

PRIVATE/PROPRIETARY

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BELLSOUTH COMPANIES EXCEPT PURSUANT TO A WRITTEN AGREEMENT.

Page 5 of 7

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-F707-00
Option 1 of 1

RATES AND CHARGES

	<u>Rate Elements</u>	<u>Non-Recurring</u>	<u>Monthly Rate</u>	<u>USOC</u>
1	BellSouth® Primary Rate ISDN Access Line, each (Note 2)	\$.00	\$130.00	1LD1E
2	BellSouth® Primary Rate ISDN Interface, each - Voice/Data (Standard) (Note 2, 3)	\$.00	\$375.00	PR71V
3	BellSouth® Primary Rate ISDN B-Channel, each - Voice/Data (Standard) (Note 2)	\$.00	\$10.00	PR7BV
4	BellSouth® Primary Rate ISDN Telephone Numbers, per telephone number requested inward and 2-way	\$.00	\$.00	PR7TF
5	BellSouth® Primary Rate ISDN, Calling Name Delivery Feature, Per Primary Rate Interface	\$.00	\$.00	PR7CN
6	BellSouth® Primary Rate ISDN D-Channel - No Rate (Provisioning USOC)	\$.00	\$.00	PR7EX

PRIVATE/PROPRIETARY

CONTAINS PRIVATE AND/OR PROPRIETARY INFORMATION. MAY NOT BE USED OR DISCLOSED OUTSIDE THE BELL SOUTH COMPANIES EXCEPT PURSUANT TO A WRITTEN AGREEMENT.

Page 5 of 7



**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-K101-01

This Contract Service Arrangement (CSA) Agreement ("Agreement") is by and between BellSouth Telecommunications, Inc., a Georgia corporation, d/b/a BellSouth, ("Company") and ATRIA SENIOR LIVING GROUP ("Customer or Subscriber"), and is entered into pursuant to Tariff Section A5 of the General Subscriber Services Tariff. This Agreement is based upon the following terms and conditions as well as any Attachment(s) affixed and the appropriate lawfully filed and approved tariffs which are by this reference incorporated herein.

1. Subscriber requests and Company agrees, subject to the terms and conditions herein, to provide the service described in this Agreement at the monthly and nonrecurring rates, charges, and conditions as described in this Agreement ("Service"). The rates, charges, and conditions described in this Agreement are binding upon Company and Subscriber for the duration of this Agreement. For the purposes of the effectiveness of the terms and conditions contained herein, this Agreement shall become effective upon execution by both parties. For purposes of the determination of any service period stated herein, said service period shall commence the date upon which installation of the service is completed.
2. Company agrees to provide Subscriber notice of any additional tariffed services required for the installation of the Service. Subscriber agrees to be responsible for all rates, charges and conditions for any additional tariffed services that are ordered by Subscriber.
3. This Agreement is subject to and controlled by the provisions of Company's or any of its affiliated companies' lawfully filed and approved tariffs, including but not limited to Section A2 of the General Subscriber Services Tariff and No. 2 of the Federal Communications Commission Tariff and shall include all changes to said tariffs as may be made from time to time. All appropriate tariff rates and charges shall be included in the provision of this service. Except for the expressed rates, charges, terms and conditions herein, in the event any part of this Agreement conflicts with the terms and conditions of Company's or any of its affiliated companies' lawfully filed and approved tariffs, the tariff shall control.
4. This Agreement may be subject to the appropriate regulatory approval prior to commencement of installation. Should such regulatory approval be denied, after a proper request by Company, this Agreement shall be null, void, and of no effect.
5. If Subscriber cancels this Agreement prior to the completed installation of the Service, but after the execution of this Agreement by Subscriber and Company, Subscriber shall pay all reasonable costs incurred in the implementation of this Agreement prior to receipt of written notice of cancellation by Company. Notwithstanding the foregoing, such reasonable costs shall not exceed all costs which would apply if the work in the implementation of this Agreement had been completed by Company.
6. The rates, charges, and conditions described in this Agreement may be based upon information supplied to Company by the Subscriber, including but not limited to forecasts of growth. If so, Subscriber agrees to be bound by the information provided to Company. Should Subscriber fail to meet its forecasted level of service requirements at any time during the term of this Agreement, Subscriber shall pay all reasonable costs associated with its failure to meet its projected service requirements.
7. (a) If Subscriber cancels this Agreement at any time prior to the expiration of the service period set forth in this Agreement, Subscriber shall be responsible for all termination charges. Unless otherwise specified by the tariff, termination charges are defined as all reasonable charges due or remaining as a result of the minimum service period agreed to by the Company and Subscriber and set forth in this Agreement.

PRIVATE/PROPRIETARY

CONTAINS PRIVATE AND/OR PROPRIETARY INFORMATION. MAY NOT BE USED OR DISCLOSED OUTSIDE THE BELL SOUTH COMPANIES EXCEPT PURSUANT TO A WRITTEN AGREEMENT.

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-K101-01

(b) Subscriber further acknowledges that it has options for its telecommunications services from providers other than Company and that it has chosen Company to provide the services in this Agreement. Accordingly, if Subscriber assigns this Agreement to a certified reseller of Company local services and the reseller executes a written document agreeing to assume all requirements of this Agreement, Subscriber will not be billed termination charges. However, Subscriber agrees that in the event it fails to meet its obligations under this Agreement or terminates this Agreement or services purchased pursuant to this Agreement in order to obtain services from a facilities based service provider or a service provider that utilizes unbundled network elements, Subscriber will be billed, as appropriate, termination charges as specified in this Agreement.

- 8. This Agreement shall be construed in accordance with the laws of the state applicable to the Service provided hereunder.
- 9. Except as otherwise provided in this Agreement, notices required to be given pursuant to this Agreement shall be effective when received, and shall be sufficient if given in writing, hand delivered, or United States mail, postage prepaid, addressed to the appropriate party at the address set forth below. Either party hereto may change the name and address to whom all notices or other documents required under this Agreement must be sent at any time by giving written notice to the other party.

Company
 BellSouth Telecommunications, Inc.
 Assistant Vice President
 2 Union Square / 1202 Tallan B
 Chattanooga, TN 37402

Subscriber
 ATRIA SENIOR LIVING GROUP
 501 South Fourth Avenue, Suite 140
 Louisville, KY 40202

- 10. Subscriber may not assign its rights or obligations under this Agreement without the express written consent of Company and only pursuant to the conditions contained in the appropriate tariff.
- 11. In the event that one or more of the provisions contained in this Agreement or incorporated within by reference shall be invalid, illegal, or unenforceable in any respect under any applicable statute, regulatory requirement or rule of law, then such provisions shall be considered inoperative to the extent of such invalidity, illegality, or unenforceability and the remainder of this Agreement shall continue in full force and effect.
- 12. Subscriber acknowledges that Subscriber has read and understands this Agreement and agrees to be bound by its terms and conditions. Subscriber further agrees that this Agreement, and any orders, constitute the complete and exclusive statement of the Agreement between the parties, superseding all proposals, representations, and/or prior agreements, oral or written, between the parties relating to the subject matter of the Agreement.
- 13. Acceptance of any order by Company is subject to Company credit and other approvals. Following order acceptance, if it is determined that: (i) the initial credit approval was based on inaccurate or incomplete information; or (ii) the customer's creditworthiness has significantly decreased, Company in its sole discretion reserves the right to cancel the order without liability or suspend the Order until accurate and appropriate credit approval requirements are established and accepted by Customer.
- 14. This Agreement is not binding upon Company until executed by an authorized employee, partner, or agent of Subscriber and Company. This Agreement may not be modified, amended, or superseded other than by a written instrument executed by both parties, approved by the appropriate Company

PRIVATE/PROPRIETARY

CONTAINS PRIVATE AND/OR PROPRIETARY INFORMATION. MAY NOT BE USED OR DISCLOSED OUTSIDE THE BELLSOUTH COMPANIES EXCEPT PURSUANT TO A WRITTEN AGREEMENT.

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-K101-01

organization, and incorporated into Company's mechanized system. The undersigned warrant and represent that they have the authority to bind Subscriber and Company to this Agreement.

PRIVATE/PROPRIETARY

CONTAINS PRIVATE AND/OR PROPRIETARY INFORMATION. MAY NOT BE USED OR DISCLOSED OUTSIDE THE BELLSOUTH COMPANIES EXCEPT PURSUANT TO A WRITTEN AGREEMENT.

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-K101-01
Option 1 of 1

Offer Expiration: This offer shall expire on: 4/1/2006.

Estimated service interval following acceptance date: Negotiable weeks.

Service description:

This Contract Service Arrangement (CSA) provides for Business Lines as part of Basic Local Exchange Service.

This Agreement is for a service period of twenty-four (24) months.

This Agreement shall be extended for additional one-year terms under the same terms and conditions herein unless either party provides written notice of its intent not to renew the Agreement at least sixty (60) days prior to the expiration of the initial term or each additional one-year term.

Customer Initials *llw*

PRIVATE/PROPRIETARY

CONTAINS PRIVATE AND/OR PROPRIETARY INFORMATION. MAY NOT BE USED OR DISCLOSED OUTSIDE THE BELLSOUTH COMPANIES EXCEPT PURSUANT TO A WRITTEN AGREEMENT.



**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-K101-01
Option 1 of 1

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the dates set forth below.

Accepted by:

Subscriber:
ATRIA SENIOR LIVING GROUP

By: [Signature]
Authorized Signature

Printed Name: Douglas W Owens

Title: Vice President

Date: 12/16/05

Company:
BellSouth Telecommunications, Inc.
By: BellSouth Business Systems, Inc.

By: [Signature]
Authorized Signature

Printed Name: Robert Lewis

Title: Sale Manager

Date: 12/16/05

PRIVATE/PROPRIETARY

CONTAINS PRIVATE AND/OR PROPRIETARY INFORMATION. MAY NOT BE USED OR DISCLOSED OUTSIDE THE BELLSOUTH COMPANIES EXCEPT PURSUANT TO A WRITTEN AGREEMENT.

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-K101-01

Option 1 of 1

RATES AND CHARGES

	Rate Elements	Non-Recurring	Monthly Rate	USOC
1	Flat Rate Main Station Line Service, Business, All Rate Groups -Per line	\$00	\$27.97	1FB
2	Flat Rate Main Station Line Service, Business-Caller ID compatible, All Rate Groups -Per line (Caller ID feature must be ordered separately.)	\$00	\$27.97	1FBCL
3	Grouping Service, Individual line or trunk, Business Flat Rate, All Rate Groups -Each individual line or trunk	\$00	\$00	HTG
4	Touch-Tone Calling Service, Individual and Two-Party Line Service, Business -Per line or PBX trunk	\$00	\$00	TTB

PRIVATE/PROPRIETARY

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BELLSOUTH COMPANIES EXCEPT PURSUANT TO A WRITTEN AGREEMENT.

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COMMISSION
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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-K101-01

Option 1 of 1

RATES AND CHARGES

NOTES:

- 1. All rules and regulations for Basic Local Exchange Service from Section A3 of the General Subscriber Services Tariff (GSST) are applicable to this Agreement. The rate elements included herein have been specifically discounted. Other rate elements used in the provision of the service have not been listed, but may be found in the appropriate Company tariff. Examples of other rate elements are: FCC surcharges, regulatory fees, taxes, or charges for features ordered that are not listed in the Agreement.
- 2. Unless otherwise specified in this Agreement, Service Connection Charges as specified in Section A4 of the GSST will apply.
- 3. This CSA and the rates set forth herein apply to Orders for the purchase of Business Lines from BellSouth Telecommunications, Inc. (BST) that are reported as regulated services by BST in accordance with the FCC's Part 32 Uniform System of Accounts.

All trademarks and service marks contained herein are the property of BellSouth Intellectual Property Corporation.

END OF ARRANGEMENT AGREEMENT OPTION 1

PRIVATE/PROPRIETARY

CONTAINS PRIVATE AND/OR PROPRIETARY INFORMATION. MAY NOT BE USED OR DISCLOSED OUTSIDE THE BELLSOUTH COMPANIES EXCEPT PURSUANT TO A WRITTEN AGREEMENT.



**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-K101-01

Option 1 of 1

Attachment 1

KENTUCKY ATTACHMENT

This Agreement is subject to the approval of the Kentucky Public Service Commission. In the event the Commission should modify any rate or provision of this Agreement, the Customer will have the option of accepting the modification(s) or of canceling the Agreement. If accepted, billing will be rendered from the installation date.

RATES AND CHARGES**NOTES (continued)**

4. The rates set forth in this Agreement are based upon the Subscriber purchasing from Company a quantity of one hundred forty-nine (149) flat rate Business Lines, Trunks, and/or Business Plus Lines throughout the BellSouth region ("Minimum Quantity Requirement") within three (3) months of execution of this Agreement and maintaining this Minimum Quantity Requirement throughout the term of this Agreement. The Subscriber's total quantity of flat rate Business Lines, Trunks, and/or Business Plus lines will be reviewed by the Company on the three (3) month anniversary date of the signing of this Agreement and no less than annually on the anniversary date of the signing of this Agreement to determine if the Minimum Quantity Requirement has been met and is being maintained. Failure on the part of the Company to perform this review shall not be considered a waiver of this provision. Should the Minimum Quantity Requirement not be attained within the time period specified, or if it is not maintained at any time after the three (3) month anniversary date, then Customer shall be responsible for the Commitment Shortfall. The "Commitment Shortfall" shall be equal to the number of Business Lines, Trunks, and/or Business Plus lines below the Minimum Quantity Requirement times the rates set forth in this Agreement. In addition, the Subscriber will be charged all nonrecurring charges that were waived at installation of each Business Line, Trunk, and/or Business Plus line that falls below the Minimum Quantity Requirement, as identified below:

Line Connection Charge, First Line	\$73.00 each
Line Connection Charge, Additional Lines	\$22.00 each

Furthermore, if Customer disconnects all service offered on this Agreement prior to the expiration of this Agreement, then a Contract Preparation Charge applies in the amount of \$342.00 in addition to Customer's obligation to pay the Commitment Shortfall for the remainder of the term of this Agreement.

PRIVATE/PROPRIETARY

CONTAINS PRIVATE AND/OR PROPRIETARY INFORMATION. MAY NOT BE USED OR DISCLOSED OUTSIDE THIS
BELLSOUTH COMPANIES EXCEPT PURSUANT TO A WRITTEN AGREEMENT.

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number FL04-G391-04

This Contract Service Arrangement (CSA) Agreement ("Agreement") is by and between BellSouth Telecommunications, Inc., a Georgia corporation, d/b/a BellSouth, ("Company") and Campbell Soup Company and its Subsidiaries ("Customer or Subscriber"), and is entered into pursuant to Tariff Section A5 of the General Subscriber Services Tariff. This Agreement is based upon the following terms and conditions as well as any Attachment(s) affixed and the appropriate lawfully filed and approved tariffs which are by this reference incorporated herein and supersedes any prior written or oral agreements.

1. Subscriber requests and Company agrees, subject to the terms and conditions herein, to provide the service described in this Agreement at the monthly and nonrecurring rates, charges, and conditions as described in this Agreement ("Service"). The rates, charges, and conditions described in this Agreement are binding upon Company and Subscriber for the duration of this Agreement. For the purposes of the effectiveness of the terms and conditions contained herein, this Agreement shall become effective upon execution by both parties. For purposes of the determination of any service period stated herein, said service period shall commence the date upon which installation of the service is completed.
2. Company agrees to provide Subscriber notice of any additional tariffed services required for the installation of the Service. Subscriber agrees to be responsible for all rates, charges and conditions for any additional tariffed services that are ordered by Subscriber.
3. This Agreement is subject to and controlled by the provisions of Company's or any of its affiliated companies' lawfully filed and approved tariffs, including but not limited to Section A2 of the General Subscriber Services Tariff and No. 2 of the Federal Communications Commission Tariff and shall include all changes to said tariffs as may be made from time to time. All appropriate tariff rates and charges shall be included in the provision of this service. Except for the expressed rates, charges, terms and conditions herein, in the event any part of this Agreement conflicts with the terms and conditions of Company's or any of its affiliated companies' lawfully filed and approved tariffs, the tariff shall control.
4. This Agreement may be subject to the appropriate regulatory approval prior to commencement of installation. Should such regulatory approval be denied, after a proper request by Company, this Agreement shall be null, void, and of no effect.
5. If Subscriber cancels this Agreement prior to the completed installation of the Service, but after the execution of this Agreement by Subscriber and Company, Subscriber shall pay all reasonable costs incurred in the implementation of this Agreement prior to receipt of written notice of cancellation by Company. Notwithstanding the foregoing, such reasonable costs shall not exceed all costs which would apply if the work in the implementation of this Agreement had been completed by Company.
6. The rates, charges, and conditions described in this Agreement may be based upon information supplied to Company by the Subscriber, including but not limited to forecasts of growth. If so, Subscriber agrees to be bound by the information provided to Company. Should Subscriber fail to meet its forecasted level of service requirements at any time during the term of this Agreement, Subscriber shall pay all reasonable costs associated with its failure to meet its projected service requirements.
7. (a) If Subscriber cancels this Agreement at any time prior to the expiration of the service period set forth in this Agreement, Subscriber shall be responsible for all termination charges. Unless otherwise specified by the tariff, termination charges are defined as all reasonable charges due or remaining as a result of the minimum service period agreed to by the Company and Subscriber and set forth in this Agreement.

PRIVATE/PROPRIETARY

CONTAINS PRIVATE AND/OR PROPRIETARY INFORMATION. MAY NOT BE USED OR DISCLOSED OUTSIDE THE BELLSOUTH COMPANIES EXCEPT PURSUANT TO A WRITTEN AGREEMENT.

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number FL04-G391-04

(b) Subscriber further acknowledges that it has options for its telecommunications services from providers other than Company and that it has chosen Company to provide the services in this Agreement. Accordingly, if Subscriber assigns this Agreement to a certified reseller of Company local services and the reseller executes a written document agreeing to assume all requirements of this Agreement, Subscriber will not be billed termination charges. However, Subscriber agrees that in the event it fails to meet its obligations under this Agreement or terminates this Agreement or services purchased pursuant to this Agreement in order to obtain services from a facilities based service provider or a service provider that utilizes unbundled network elements, Subscriber will be billed, as appropriate, termination charges as specified in this Agreement.

- 8. This Agreement shall be construed in accordance with the laws of the state applicable to the Service provided hereunder.
- 9. Except as otherwise provided in this Agreement, notices required to be given pursuant to this Agreement shall be effective when received, and shall be sufficient if given in writing, hand delivered, or United States mail, postage prepaid, addressed to the appropriate party at the address set forth below. Either party hereto may change the name and address to whom all notices or other documents required under this Agreement must be sent at any time by giving written notice to the other party.

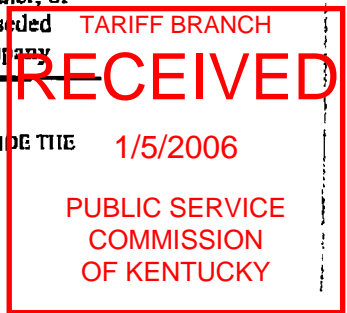
Company
 BellSouth Telecommunications, Inc.
 Assistant Vice President
 7650 NW 19 St., Suite 600
 Miami, FL 33126

Subscriber
 Campbell Soup Company
 1 Campbell Place
 Camden, NJ 08103

- 10. Subscriber may not assign its rights or obligations under this Agreement without the express written consent of Company and only pursuant to the conditions contained in the appropriate tariff.
- 11. In the event that one or more of the provisions contained in this Agreement or incorporated within by reference shall be invalid, illegal, or unenforceable in any respect under any applicable statute, regulatory requirement or rule of law, then such provisions shall be considered inoperative to the extent of such invalidity, illegality, or unenforceability and the remainder of this Agreement shall continue in full force and effect.
- 12. Subscriber acknowledges that Subscriber has read and understands this Agreement and agrees to be bound by its terms and conditions. Subscriber further agrees that this Agreement, and any orders, constitute the complete and exclusive statement of the Agreement between the parties, superseding all proposals, representations, and/or prior agreements, oral or written, between the parties relating to the subject matter of the Agreement.
- 13. Acceptance of any order by Company is subject to Company credit and other approvals. Following order acceptance, if it is determined that: (i) the initial credit approval was based on inaccurate or incomplete information; or (ii) the customer's creditworthiness has significantly decreased, Company in its sole discretion reserves the right to cancel the order without liability or suspend the Order until accurate and appropriate credit approval requirements are established and accepted by Customer.
- 14. This Agreement is not binding upon Company until executed by an authorized employee, partner, or agent of Subscriber and Company. This Agreement may not be modified, amended, or superseded other than by a written instrument executed by both parties, approved by the appropriate Company

PRIVATE/PROPRIETARY

CONTAINS PRIVATE AND/OR PROPRIETARY INFORMATION. MAY NOT BE USED OR DISCLOSED OUTSIDE THE BELLSOUTH COMPANIES EXCEPT PURSUANT TO A WRITTEN AGREEMENT.



**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number FL04-G391-04

organization, and incorporated into Company's mechanized system. The undersigned warrant and represent that they have the authority to bind Subscriber and Company to this Agreement.

PRIVATE/PROPRIETARY

CONTAINS PRIVATE AND/OR PROPRIETARY INFORMATION. MAY NOT BE USED OR DISCLOSED OUTSIDE THE BELLSOUTH COMPANIES EXCEPT PURSUANT TO A WRITTEN AGREEMENT.

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number FL04-G391-04
Option 1 of 1

Offer Expiration: This offer shall expire on: 4/7/2006.

Estimated service interval following acceptance date: Negotiable weeks.

Service description:

This Contract Service Arrangement (CSA) Agreement provides for Business Lines and Hunting as part of Basic Local Exchange Service.

This Agreement is for a service period of twenty-four (24) months.

PRIVATE/PROPRIETARY

CONTAINS PRIVATE AND/OR PROPRIETARY INFORMATION. MAY NOT BE USED OR DISCLOSED OUTSIDE THE BELLSOUTH COMPANIES EXCEPT PURSUANT TO A WRITTEN AGREEMENT.

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12/15/2005 16:13 FAX 858 342 8556

CAMPDELL SOUP

000

**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number FL04-G391-04
Option 1 of 1

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the dates set forth below.

Accepted by:

Subscriber:
Campbell Soup Company

By: [Signature]
Authorized Signature

Printed Name: DOREEN WAIGHT

Title: CIO

Date: 12/15/05

Company
BellSouth Telecommunications, Inc.
By: BellSouth Business Systems, Inc.

By: [Signature]
Authorized Signature

Printed Name: Miriam M Baiboa

Title: SALES MANAGER

Date: 12-15-05

PRIVATE/PROPRIETARY

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-3102-04
Option 1 of 1

RATES AND CHARGES

	Rate Elements	Non-Recurring	Monthly Rate	USOC
1	Flat Rate Main Station Line Service, Business, Rate Group 5 -Per line	\$0.00	\$26.00	IFB
2	Flat Rate Main Station Line Service, Business with Caller ID, Rate Group 5 -Per line	\$0.00	\$26.00	IFBCL
3	Grouping Service, Individual line or trunk, Business Flat Rate, Rate Group 5 -Each individual line or trunk	\$0.00	\$0.00	HTG
4	Touch-Tone Calling Service, Individual and Two-Party Line Service, Business -Per line or PBX trunk	\$0.00	\$0.00	TTB

PRIVATE/PROPRIETARY

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COMMISSION
OF KENTUCKY

**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number FL04-G391-04
Option 1 of 1

RATES AND CHARGES

NOTES:

- 1. All rules and regulations for Basic Local Exchange Service from Section A3 of the General Subscriber Services Tariff (GSST) are applicable to this Agreement. The rate elements included herein have been specifically discounted. Other rate elements used in the provision of the service have not been listed, but may be found in the appropriate Company tariff.
- 2. Unless otherwise specified in this Agreement, Service Connection Charges as specified in Section A4 of the GSST will apply.
- 3. This CSA and the rates set forth herein apply to Orders for the purchase of Business Lines from BellSouth Telecommunications, Inc. (BST) that are reported as regulated services by BST in accordance with the FCC's Part 32 'Uniform System of Accounts'.
- 4. Subscriber reserves the right to request Company to recalculate the composite rate in this Agreement if Subscriber experiences a change in the allocation of the quantities and/or Rate Groups for the flat rate Business Lines during the term of this Agreement. Subscriber may make this request no more than annually on the anniversary date of the signing of this Agreement.
 - a. If the requested recalculation of the composite rate results in a rate that is equal to or less than ten percent (10%) below the stated composite rate in this Agreement, then no change will be made to the composite rate in this Agreement.
 - b. If the requested recalculation of the composite rate results in a rate that is greater than ten percent (10%) below the stated composite rate in this Agreement, then Subscriber may request a decrease in the composite rate in this Agreement via an Addendum. New rate will be effective beginning with the next billing cycle through the remainder of the Agreement term, or until next requested recalculation (if applicable). No retroactive credits will be given.
 - c. If the requested recalculation of the composite rate results in a rate that is greater than the stated composite rate in this Agreement, then no change will be made to the composite rate in this Agreement.

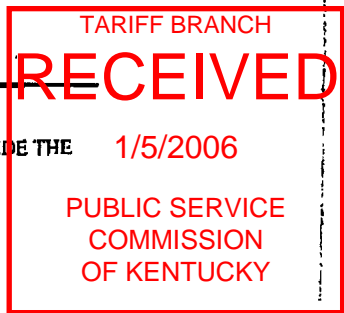
Notwithstanding the preceding, in no event shall the rate in this Agreement be below cost.

All trademarks and service marks contained herein are the property of BellSouth Intellectual Property Corporation.

END OF ARRANGEMENT AGREEMENT OPTION 1

PRIVATE/PROPRIETARY

CONTAINS PRIVATE AND/OR PROPRIETARY INFORMATION. MAY NOT BE USED OR DISCLOSED OUTSIDE THE BELLSOUTH COMPANIES EXCEPT PURSUANT TO A WRITTEN AGREEMENT.



**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-3102-04
Option 1 of 1
Attachment 1

KENTUCKY ATTACHMENT

This Agreement is subject to the approval of the Kentucky Public Service Commission. In the event the Commission should modify any rate or provision of this Agreement, the Customer will have the option of accepting the modification(s) or of canceling the Agreement. If accepted, billing will be rendered from the installation date.

RATES AND CHARGES

NOTES (Continued)

5. This Agreement supersedes existing Key Customer contracts for the following accounts: 502-893-5988.

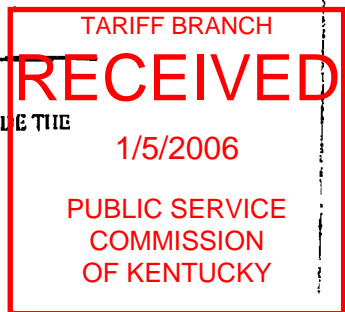
6. The rates set forth in this Agreement are based upon the Subscriber purchasing from Company a quantity of one hundred twenty six (126) flat rate Business Lines throughout the BellSouth region ("Minimum Quantity Requirement") within three (3) months of execution of this Agreement and maintaining this Minimum Quantity Requirement throughout the term of this Agreement. The Subscriber's total quantity of flat rate Business Lines will be reviewed by the Company on the three (3) month anniversary date of the signing of this Agreement and no less than annually on the anniversary date of the signing of this Agreement to determine if the Minimum Quantity Requirement has been met and is being maintained. Failure on the part of the Company to perform this review shall not be considered a waiver of this provision. Should the Minimum Quantity Requirement not be attained within the time period specified, or if it is not maintained at any time after the three (3) month anniversary date, then Customer shall be responsible for the Commitment Shortfall. The "Commitment Shortfall" shall be equal to the number of Business Lines below the Minimum Quantity Requirement times the rates set forth in this Agreement. In addition, the Subscriber will be charged all nonrecurring charges that were waived at installation of each Business Line that falls below the Minimum Quantity Requirement, as identified below:

Line Connection Charge, First Line	\$73.00 each
Line Connection Charge, Additional Lines	\$22.00 each

Furthermore, if Customer disconnects all service offered on this Agreement prior to the expiration of this Agreement, then a Contract Preparation Charge applies in the amount of \$293.00 in addition to Customer's obligation to pay the Commitment Shortfall for the remainder of the term of this Agreement.

PRIVATE/PROPRIETARY

CONTAINS PRIVATE AND/OR PROPRIETARY INFORMATION. MAY NOT BE USED OR DISCLOSED OUTSIDE THE BELLSOUTH COMPANIES EXCEPT PURSUANT TO A WRITTEN AGREEMENT.



**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

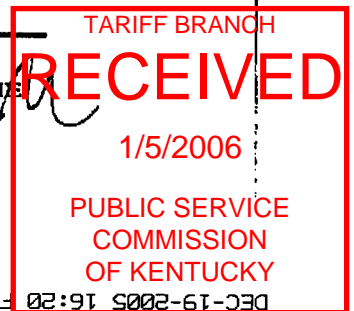
Case Number KY05-L360-00

This Contract Service Arrangement (CSA) Agreement ("Agreement") is by and between BellSouth Telecommunications, Inc., a Georgia corporation, d/b/a BellSouth, ("Company") and Chalk & Chalik ("Customer or Subscriber"), and is entered into pursuant to Tariff Section A5 of the General Subscriber Services Tariff. This Agreement is based upon the following terms and conditions as well as any Attachment(s) affixed and the appropriate lawfully filed and approved tariffs which are by this reference incorporated herein.

1. Subscriber requests and Company agrees, subject to the terms and conditions herein, to provide the service described in this Agreement at the monthly and nonrecurring rates, charges, and conditions as described in this Agreement ("Service"). The rates, charges, and conditions described in this Agreement are binding upon Company and Subscriber for the duration of this Agreement. For the purposes of the effectiveness of the terms and conditions contained herein, this Agreement shall become effective upon execution by both parties. For purposes of the determination of any service period stated herein, said service period shall commence the date upon which installation of the service is completed.
2. Company agrees to provide Subscriber notice of any additional tariffed services required for the installation of the Service. Subscriber agrees to be responsible for all rates, charges and conditions for any additional tariffed services that are ordered by Subscriber.
3. This Agreement is subject to and controlled by the provisions of Company's or any of its affiliated companies' lawfully filed and approved tariffs, including but not limited to Section A2 of the General Subscriber Services Tariff and No. 2 of the Federal Communications Commission Tariff and shall include all changes to said tariffs as may be made from time to time. All appropriate tariff rates and charges shall be included in the provision of this service. Except for the expressed rates, charges, terms and conditions herein, in the event any part of this Agreement conflicts with the terms and conditions of Company's or any of its affiliated companies' lawfully filed and approved tariffs, the tariff shall control.
4. This Agreement may be subject to the appropriate regulatory approval prior to commencement of installation. Should such regulatory approval be denied, after a proper request by Company, this Agreement shall be null, void, and of no effect.
5. If Subscriber cancels this Agreement prior to the completed installation of the Service, but after the execution of this Agreement by Subscriber and Company, Subscriber shall pay all reasonable costs incurred in the implementation of this Agreement prior to receipt of written notice of cancellation by Company. Notwithstanding the foregoing, such reasonable costs shall not exceed all costs which would apply if the work in the implementation of this Agreement had been completed by Company.
6. The rates, charges, and conditions described in this Agreement may be based upon information supplied to Company by the Subscriber, including but not limited to forecasts of growth. If so, Subscriber agrees to be bound by the information provided to Company. Should Subscriber fail to meet its forecasted level of service requirements at any time during the term of this Agreement, Subscriber shall pay all reasonable costs associated with its failure to meet its projected service requirements.
7. (a) If Subscriber cancels this Agreement or a Service provided pursuant to this Agreement at any time prior to the expiration of the service period set forth in this Agreement, Subscriber shall be responsible for all termination charges. Unless otherwise specified by the tariff or stated elsewhere in this Agreement, termination charges are defined as fifty percent (50%) of the recurring charges due or remaining as a result of the minimum service period agreed to by the Company and Subscriber and set forth in this Agreement and any nonrecurring charges that were not applied upon installation as set forth in this Agreement.

PRIVATE/PROPRIETARY

CONTAINS PRIVATE AND/OR PROPRIETARY INFORMATION. MAY NOT BE USED OR DISCLOSED OUTSIDE THE BELL SOUTH COMPANIES EXCEPT PURSUANT TO A WRITTEN AGREEMENT.



**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-L360-00

(b) Subscriber further acknowledges that it has options for its telecommunications services from providers other than Company and that it has chosen Company to provide the services in this Agreement. Accordingly, if Subscriber assigns this Agreement to a certified reseller of Company local services and the reseller executes a written document agreeing to assume all requirements of this Agreement, Subscriber will not be billed termination charges. However, Subscriber agrees that in the event it fails to meet its obligations under this Agreement or terminates this Agreement or services purchased pursuant to this Agreement in order to obtain services from a facilities based service provider or a service provider that utilizes unbundled network elements, Subscriber will be billed, as appropriate, termination charges as specified in this Agreement.

- 8. This Agreement shall be construed in accordance with the laws of the State of Kentucky.
- 9. Except as otherwise provided in this Agreement, notices required to be given pursuant to this Agreement shall be effective when received, and shall be sufficient if given in writing, hand delivered, or United States mail, postage prepaid, addressed to the appropriate party at the address set forth below. Either party hereto may change the name and address to whom all notices or other documents required under this Agreement must be sent at any time by giving written notice to the other party.

Company
BellSouth Telecommunications, Inc.
Assistant Vice President
13450 W SUNRISE BLVD
SUNRISE, FL 33323

Subscriber
Chalik & Chalik
300 NW 82nd Ave Ste 414
Plantation, FL 33324

- 10. Subscriber may not assign its rights or obligations under this Agreement without the express written consent of Company and only pursuant to the conditions contained in the appropriate tariff.
- 11. In the event that one or more of the provisions contained in this Agreement or incorporated within by reference shall be invalid, illegal, or unenforceable in any respect under any applicable statute, regulatory requirement or rule of law, then such provisions shall be considered inoperative to the extent of such invalidity, illegality, or unenforceability and the remainder of this Agreement shall continue in full force and effect.
- 12. Subscriber acknowledges that Subscriber has read and understands this Agreement and agrees to be bound by its terms and conditions. Subscriber further agrees that this Agreement, and any orders, constitute the complete and exclusive statement of the Agreement between the parties, superseding all proposals, representations, and/or prior agreements, oral or written, between the parties relating to the subject matter of the Agreement.
- 13. Acceptance of any order by Company is subject to Company credit and other approvals. Following order acceptance, if it is determined that: (i) the initial credit approval was based on inaccurate or incomplete information; or (ii) the customer's creditworthiness has significantly decreased, Company in its sole discretion reserves the right to cancel the order without liability or suspend the Order until accurate and appropriate credit approval requirements are established and accepted by Customer.
- 14. This Agreement is not binding upon Company until executed by an authorized employee, partner, or agent of Subscriber and Company. This Agreement may not be modified, amended, or superseded other than by a written instrument executed by both parties, approved by the appropriate Company

PRIVATE/PROPRIETARY

CONTAINS PRIVATE AND/OR PROPRIETARY INFORMATION. MAY NOT BE USED OR DISCLOSED OUTSIDE THE BELLSOUTH COMPANIES EXCEPT PURSUANT TO A WRITTEN AGREEMENT.



**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-L360-00

organization, and incorporated into Company's mechanized system. The undersigned warrant and represent that they have the authority to bind Subscriber and Company to this Agreement.

PRIVATE/PROPRIETARY

CONTAINS PRIVATE AND/OR PROPRIETARY INFORMATION. MAY NOT BE USED OR DISCLOSED OUTSIDE THE BELLSOUTH COMPANIES EXCEPT PURSUANT TO A WRITTEN AGREEMENT.

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OF KENTUCKY

**CONTRACT SERVICE ARRANGEMENT
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Case Number KY05-L360-00
Option 1 of 1

This Agreement is subject to the approval of the Kentucky Public Service Commission. In the event the Commission should modify any rate or provision of this Agreement, the Customer will have the option of accepting the modification(s) or of canceling the Agreement. If accepted, billing will be rendered from the installation date.

Offer Expiration: This offer shall expire on: 1/13/2006.

Estimated service interval following acceptance date: Negotiable weeks.

Service description:

This Contract Service Arrangement (CSA) provides rates and charges for Remote Call Forwarding Service.

The rates in this Contract Service Arrangement Agreement are contingent upon Subscriber executing Contract Service Arrangement Agreement FL05-F998-00. If the Subscriber fails to execute the above referenced Agreements, the rates, terms and conditions of this Contract Service Arrangement Agreement shall be null and void and rates for the services covered by this Agreement shall revert to the tariff rates.

This Agreement is for a service period of thirty-six (36) months with a minimum service period of thirty-six (36) months.

This Agreement shall be extended for additional one-year terms under the same terms and conditions herein unless either party provides written notice of its intent not to renew the Agreement at least sixty (60) days prior to the expiration of the initial term or each additional one-year term.

Customer Initials

PRIVATE/PROPRIETARY

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-L360-00
Option 1 of 1

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the dates set forth below.

Accepted by:

Subscriber:
Chalik & Chalik

By: _____
Authorized Signature

Printed Name: TASON CHALIK

Title: President

Date: 12/19/05

Company:
BellSouth Telecommunications, Inc.
By: BellSouth Telecommunications, Inc.

By: _____
Authorized Signature

Printed Name: ANGELA RUTHERFORD

Title: Sales Manager

Date: 12/19/06

PRIVATE/PROPRIETARY

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-L360-00
Option 1 of 1

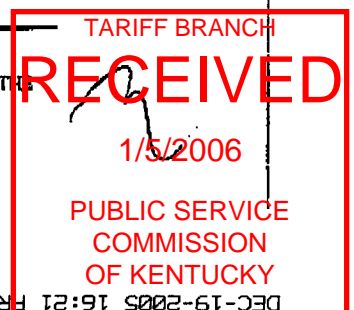
RATES AND CHARGES

	<u>Rate Elements</u>	<u>Non-Recurring</u>	<u>Monthly Rate</u>	<u>USOC</u>
1	Remote Call Forwarding - Measured Local	\$0.00	\$4.00	RCFVF
2	Remote Call Forwarding, Per Additional Access Facility	\$0.00	\$4.00	RCA

PRIVATE/PROPRIETARY

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-L360-00

Option 1 of 1

RATES AND CHARGES

NOTES:

1. All applicable regulations for Remote Call Forwarding as set forth in Section A13.11 of the General Subscriber Services Tariff will apply unless otherwise stated herein.

2. A Termination Liability Charge will be applicable if all or any part of the service is terminated prior to expiration of this Agreement. The applicable charge is dependent on the service period subscribed to and will be equal to the number of months remaining in the service period times the monthly rate provided under this Agreement. Two payment options are available:

- Continue paying the monthly rate for the remainder of the Agreement term, or
- Make a lump sum payment discounted by the current prime interest rate plus two percentage points.

3. Nonrecurring charges associated with this Agreement shall not apply for new installations. However, unless otherwise provided for in this Agreement, if all or any part of the service is disconnected prior to the expiration of this Agreement, then the Subscriber will pay full nonrecurring charges that were waived at installation as identified below:

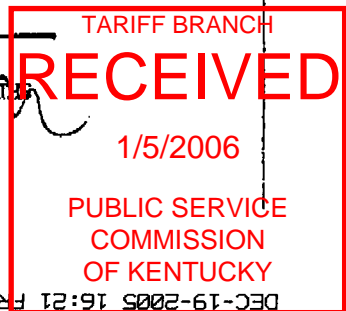
Remote Call Forwarding Measured Local	\$14.50 each
Secondary Line Charge	\$20.00 each

Furthermore, if Customer disconnects all service offered on this Agreement prior to the expiration of this Agreement, then a Contract Preparation Charge applies in the amount of \$326.00 in addition to applicable termination liability charges.

END OF ARRANGEMENT AGREEMENT OPTION 1

PRIVATE/PROPRIETARY

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CONTRACT SERVICE ARRANGEMENT
AGREEMENT

Case Number TN05-J460-02

RECEIVED

JAN 5 2006

This Contract Service Arrangement (CSA) Agreement ("Agreement") is by and between BellSouth Telecommunications, Inc., a Georgia corporation, d/b/a BellSouth, ("Company") and CHECK INTO CASH ("Customer or Subscriber"), and is entered into pursuant to Tariff Section A5 of the General Subscriber Services Tariff. This Agreement is based upon the following terms and conditions as well as any Attachment(s) affixed and the appropriate lawfully filed and approved tariffs which are by this reference incorporated herein.

1. Subscriber requests and Company agrees, subject to the terms and conditions herein, to provide the service described in this Agreement at the monthly and nonrecurring rates, charges, and conditions as described in this Agreement ("Service"). The rates, charges, and conditions described in this Agreement are binding upon Company and Subscriber for the duration of this Agreement. For the purposes of the effectiveness of the terms and conditions contained herein, this Agreement shall become effective upon execution by both parties. For purposes of the determination of any service period stated herein, said service period shall commence the date upon which installation of the service is completed.
2. Company agrees to provide Subscriber notice of any additional tariffed services required for the installation of the Service. Subscriber agrees to be responsible for all rates, charges and conditions for any additional tariffed services that are ordered by Subscriber.
3. This Agreement is subject to and controlled by the provisions of Company's or any of its affiliated companies' lawfully filed and approved tariffs, including but not limited to Section A2 of the General Subscriber Services Tariff and No. 2 of the Federal Communications Commission Tariff and shall include all changes to said tariffs as may be made from time to time. All appropriate tariff rates and charges shall be included in the provision of this service. Except for the expressed rates, charges, terms and conditions herein, in the event any part of this Agreement conflicts with the terms and conditions of Company's or any of its affiliated companies' lawfully filed and approved tariffs, the tariff shall control.
4. This Agreement may be subject to the appropriate regulatory approval prior to commencement of installation. Should such regulatory approval be denied, after a proper request by Company, this Agreement shall be null, void, and of no effect.
5. If Subscriber cancels this Agreement prior to the completed installation of the Service, but after the execution of this Agreement by Subscriber and Company, Subscriber shall pay all reasonable costs incurred in the implementation of this Agreement prior to receipt of written notice of cancellation by Company. Notwithstanding the foregoing, such reasonable costs shall not exceed all costs which would apply if the work in the implementation of this Agreement had been completed by Company.
6. The rates, charges, and conditions described in this Agreement may be based upon information supplied to Company by the Subscriber, including but not limited to forecasts of growth. If so, Subscriber agrees to be bound by the information provided to Company. Should Subscriber fail to meet its forecasted level of service requirements at any time during the term of this Agreement, Subscriber shall pay all reasonable costs associated with its failure to meet its projected service requirements.
7. (a) If Subscriber cancels this Agreement at any time prior to the expiration of the service period set forth in this Agreement, Subscriber shall be responsible for all termination charges. Unless otherwise specified by the tariff, termination charges are defined as all reasonable charges due or remaining as a result of the minimum service period agreed to by the Company and Subscriber and set forth in this Agreement.

PRIVATE/PROPRIETARY

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number TN05-J460-02

(b) Subscriber further acknowledges that it has options for its telecommunications services from providers other than Company and that it has chosen Company to provide the services in this Agreement. Accordingly, if Subscriber assigns this Agreement to a certified reseller of Company local services and the reseller executes a written document agreeing to assume all requirements of this Agreement, Subscriber will not be billed termination charges. However, Subscriber agrees that in the event it fails to meet its obligations under this Agreement or terminates this Agreement or services purchased pursuant to this Agreement in order to obtain services from a facilities based service provider or a service provider that utilizes unbundled network elements, Subscriber will be billed, as appropriate, termination charges as specified in this Agreement.

8. This Agreement shall be construed in accordance with the laws of the state applicable to the Service provided hereunder.
9. Except as otherwise provided in this Agreement, notices required to be given pursuant to this Agreement shall be effective when received, and shall be sufficient if given in writing, hand delivered, or United States mail, postage prepaid, addressed to the appropriate party at the address set forth below. Either party hereto may change the name and address to whom all notices or other documents required under this Agreement must be sent at any time by giving written notice to the other party.

Company

BellSouth Telecommunications, Inc.
Assistant Vice President
2 Union Square / 1202 Tallan B
Chattanooga, TN 37402

Subscriber

CHECK INTO CASH
201 Keith St
CLEVELAND, TN 37364

10. Subscriber may not assign its rights or obligations under this Agreement without the express written consent of Company and only pursuant to the conditions contained in the appropriate tariff.
11. In the event that one or more of the provisions contained in this Agreement or incorporated within by reference shall be invalid, illegal, or unenforceable in any respect under any applicable statute, regulatory requirement or rule of law, then such provisions shall be considered inoperative to the extent of such invalidity, illegality, or unenforceability and the remainder of this Agreement shall continue in full force and effect.
12. Subscriber acknowledges that Subscriber has read and understands this Agreement and agrees to be bound by its terms and conditions. Subscriber further agrees that this Agreement, and any orders, constitute the complete and exclusive statement of the Agreement between the parties, superseding all proposals, representations, and/or prior agreements, oral or written, between the parties relating to the subject matter of the Agreement.
13. Acceptance of any order by Company is subject to Company credit and other approvals. Following order acceptance, if it is determined that: (i) the initial credit approval was based on inaccurate or incomplete information; or (ii) the customer's creditworthiness has significantly decreased, Company in its sole discretion reserves the right to cancel the order without liability or suspend the Order until accurate and appropriate credit approval requirements are established and accepted by Customer.
14. This Agreement is not binding upon Company until executed by an authorized employee, partner, or agent of Subscriber and Company. This Agreement may not be modified, amended, or superseded other than by a written instrument executed by both parties, approved by the appropriate Company

PRIVATE/PROPRIETARY

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number TN05-J460-02

organization, and incorporated into Company's mechanized system. The undersigned warrant and represent that they have the authority to bind Subscriber and Company to this Agreement.

PRIVATE/PROPRIETARY

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4297524514

Dec-22-2005 11:36am From-BELLSOUTH

**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number TN05-J460-02
Option 1 of 1

Offer Expiration: This offer shall expire on: 4/19/2006.

Estimated service interval following acceptance date: Negotiable weeks.

Service description:

This Contract Service Arrangement (CSA) provides for Business Lines, Trunks, BellSouth® Business Plus® service, and Hunting as part of Basic Local Exchange Service.

This Agreement is for a service period of thirty-six (36) months.

This Agreement shall be extended for additional one-year terms under the same terms and conditions herein unless either party provides written notice of its intent not to renew the Agreement at least sixty (60) days prior to the expiration of the original term or each additional one-year term.

Customer Initials

PRIVATE/PROPRIETARY

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number TN05-J460-02
Option 1 of 1

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the dates set forth below.

Accepted by:

Subscriber:
CHECK INTO CASH

By: *K. Adams*
Authorized Signature

Printed Name: K Adams

Title: VP-IT

Date: 12/21/05

Company:
BellSouth Telecommunications, Inc.
By: BellSouth Business Systems, Inc.

By: *April Oatts*
Authorized Signature

Printed Name: April Oatts

Title: Sales Manager

Date: 12/21/05

PRIVATE/PROPRIETARY

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-J546-02
Option 1 of 1

RATES AND CHARGES

	<u>Rate Elements</u>	<u>Non-Recurring</u>	<u>Monthly Rate</u>	<u>USOC</u>
1	Flat Rate Main Station Line Service, Business, All Rate Groups -Per line	\$.00	\$27.25	1FB
2	Flat Rate Main Station Line Service, Business-Caller ID compatible, All Rate Groups -Per line (Caller ID feature must be ordered separately.)	\$.00	\$27.25	1FBCL
3	Grouping Service, Individual line or trunk, Business Flat Rate, All Rate Groups -Each individual line or trunk	\$.00	\$.00	HTG
4	Touch-Tone Calling Service, Individual and Two-Party Line Service, Business -Per line or PBX trunk	\$.00	\$.00	TTB

PRIVATE/PROPRIETARY

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BELLSOUTH COMPANIES EXCEPT PURSUANT TO A WRITTEN AGREEMENT.

**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number TN05-J460-02
Option 1 of 1

RATES AND CHARGES

NOTES:

1. All rules and regulations for Basic Local Exchange Service from Section A3 of the General Subscriber Services Tariff (GSST) are applicable to this Agreement. The rate elements included herein have been specifically discounted. Other rate elements used in the provision of the service have not been listed, but may be found in the appropriate Company tariff. Examples of other rate elements are: FCC surcharges, regulatory fees, taxes, or charges for features ordered that are not listed in the Agreement.
2. Unless otherwise specified in this Agreement, Service Connection Charges as specified in Section A4 of the GSST will apply.
3. This CSA and the rates set forth herein apply to Orders for the purchase of Business Lines, Trunks, and/or Business Plus Lines from BellSouth Telecommunications, Inc. (BST) that are reported as regulated services by BST in accordance with the FCC's Part 32 'Uniform System of Accounts'.
4. In accordance with Section B2.4.9 of the Private Line Services tariff, when the services provided herein are disconnected prior to the expiration of the contract term, as a result of a customer requested change to a higher order of a separately tariffed service, termination liability charges will not apply.
5. Subscriber may upgrade to a higher Company technology, with no termination liability with the following limitations and requirements:
 - a) The new service must be at a higher access speed than the existing service access speed.
 - b) The Subscriber must be migrating to another advanced, regulated service provided by Company.
 - c) The quantity of the advanced service access ports must be equivalent to or greater than the existing service access port quantity.
 - d) The new agreement created by this technology upgrade must be a.) for a term of twelve (12) months or longer, or b.) must exceed the remaining unexpired term of the existing, to be replaced, services agreement.
 - e) There shall be no lapse of time between the incumbent service and the new upgrade technology service. Service shall be consistent and continuous. The location of the upgrade service must be the same as the existing to be replaced service.
 - f) The complete Service Period for the existing service being upgraded is twelve (12) months.

Subject to all applicable regulatory requirements, Company agrees to reduce Subscriber's Minimum Quantity Requirement to the extent of any shortfall resulting from the migration to a Higher Order of Service.

All trademarks and service marks contained herein are the property of BellSouth Intellectual Property Corporation.

END OF ARRANGEMENT AGREEMENT OPTION 1

PRIVATE/PROPRIETARY

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BELLSOUTH COMPANIES EXCEPT PURSUANT TO A WRITTEN AGREEMENT.

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-J546-02

Option 1 of 1

Attachment 1

KENTUCKY ATTACHMENT

This Agreement is subject to the approval of the Kentucky Public Service Commission. In the event the Commission should modify any rate or provision of this Agreement, the Customer will have the option of accepting the modification(s) or of canceling the Agreement. If accepted, billing will be rendered from the installation date.

RATES AND CHARGES

NOTES (continued)

6. The rates set forth in this Agreement are based upon the Subscriber purchasing from Company a quantity of one thousand, thirty-three (1,033) flat rate Business Lines, Trunks, and/or Business Plus Lines throughout the BellSouth region ("Minimum Quantity Requirement") within three (3) months of execution of this Agreement and maintaining this Minimum Quantity Requirement throughout the term of this Agreement. The Subscriber's total quantity of flat rate Business Lines, Trunks, and/or Business Plus lines will be reviewed by the Company on the three (3) month anniversary date of the signing of this Agreement and no less than annually on the anniversary date of the signing of this Agreement to determine if the Minimum Quantity Requirement has been met and is being maintained. Failure on the part of the Company to perform this review shall not be considered a waiver of this provision. Should the Minimum Quantity Requirement not be attained within the time period specified, or if it is not maintained at any time after the three (3) month anniversary date, then Customer shall be responsible for the Commitment Shortfall. The "Commitment Shortfall" shall be equal to the number of Business Lines, Trunks, and/or Business Plus lines below the Minimum Quantity Requirement times the rates set forth in this Agreement. In addition, the Subscriber will be charged all nonrecurring charges that were waived at installation of each Business Line, Trunk, and/or Business Plus line that falls below the Minimum Quantity Requirement, as identified below:

Line Connection Charge, First Line	\$73.00 each
Line Connection Charge, Additional Lines	\$22.00 each

Furthermore, if Customer disconnects all service offered on this Agreement prior to the expiration of this Agreement, then a Contract Preparation Charge applies in the amount of \$342.00 in addition to Customer's obligation to pay the Commitment Shortfall for the remainder of the term of this Agreement.

PRIVATE/PROPRIETARY

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BELLSOUTH COMPANIES EXCEPT PURSUANT TO A WRITTEN AGREEMENT.

**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number GA05-8076-04

MASTER SERVICES AGREEMENT - ORDER ATTACHMENT FOR CSA SERVICES

This Order Attachment Agreement is Made Pursuant to the Master Services Agreement No. GA05-H157-10.

This Agreement is entered into pursuant to Tariff Section A5 of the General Subscriber Services Tariff.

Offer Expiration: This offer shall expire on: 2/13/2006.

Customer's Billing Address:
Citizens Financial Group, Inc
600 Morgan Falls Rd
ATLANTA, GA 30350

PRIVATE/PROPRIETARY

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number GA05-8076-04

Option 1 of 1

Estimated service interval following acceptance date: Negotiable weeks

Service description:

This Contract Service Arrangement (CSA) provides for Business Lines as part of Basic Local Exchange Service.

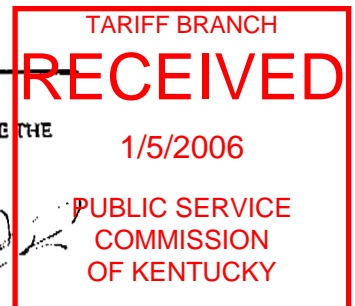
This Agreement is for a thirty-six (36) month service period and will be co-terminus with Volume and Term Agreement GA05-H157-10.

The rates contained in this Agreement are based on Customer's mix of services and are expressly contingent upon Customer's commitment to maintain its obligations under the following agreements V&T GA05-H157-10 and Contract Service Agreements GA05-8591-00 and GA05-9109-00.

This Agreement is not binding upon Company until executed by an authorized employee, partner, or agent of Subscriber and Company. This Agreement may not be modified, amended, or superseded other than by a written instrument executed by both parties, approved by the appropriate Company organization, and incorporated into Company's mechanized system. The undersigned warrant and represent that they have the authority to bind Subscriber and Company to this Agreement.

PRIVATE/PROPRIETARY

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[Handwritten signature]

CONTRACT SERVICE ARRANGEMENT AGREEMENT

Case Number GA05-8076-04
Option 1 of 1

IN WITNESS WHEREOF, the Parties hereto have caused this Order Attachment to be executed by their respective duly authorized representatives on the date indicated below.

Accepted by:

Subscriber:

Citizens Financial Group, Inc

By: [Signature]
Authorized Signature

Printed Name: STEPHEN LYNCH

Title: SVP TI

Date: 10/31/05

Company:

BellSouth Telecommunications, Inc.

By: BellSouth Business Systems, Inc

By: [Signature]
Authorized Signature

Printed Name: Steven R. Rainaldo

Title: Sales Director

Date: 10/31/05

PRIVATE/PROPRIETARY

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-8134-04

Option 1 of 1

RATES AND CHARGES

	<u>Rate Elements</u>	<u>Non-Recurring</u>	<u>Monthly Rate</u>	<u>USOC</u>
1	Flat Rate Main Station Line Service, Business, Rate Groups 1, 2 and 3, -Per line	\$00	\$31.80	IFB
2	Flat Rate Main Station Line Service, Business with Caller ID, Rate Groups 1, 2 and 3, -Per line	\$00	\$31.80	IFBCL
3	Grouping Service, Individual line or trunk, Business Flat Rate, Rate Groups 1, 2 and 3, -Each individual line or trunk	\$00	\$00	HTG
4	Touch-Tone Calling Service, Individual and Two-Party Line Service, Business -Per line or PBX trunk	\$00	\$00	TTB

PRIVATE/PROPRIETARY

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BELLSOUTH COMPANIES EXCEPT PURSUANT TO A WRITTEN AGREEMENT

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number GA05-8076-04
Option 1 of 1

RATES AND CHARGES

NOTES:

1. All rules and regulations of the General Subscriber Services Tariff (GSST) are applicable to this Agreement. The rate elements included herein have been specifically discounted. Other rate elements used in the provision of the service have not been listed, but may be found in the appropriate Company tariff.
2. Unless otherwise specified in this Agreement, Service Connection Charges as specified in Section A4 of the GSST will apply.

All trademarks and service marks contained herein are the property of BellSouth Intellectual Property Corporation.

END OF ARRANGEMENT AGREEMENT OPTION 1

PRIVATE/PROPRIETARY

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 OF KENTUCKY

**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-8134-04

Option 1 of 1
Attachment 1

KENTUCKY ATTACHMENT

This Agreement is subject to the approval of the Kentucky Public Service Commission. In the event the Commission should modify any rate or provision of this Agreement, the Customer will have the option of accepting the modification(s) or of canceling the Agreement. If accepted, billing will be rendered from the installation date.

RATES AND CHARGES

NOTES (continued)

3. This Contract Service Arrangement provides a discounted rate with tiers for Flat Rate Business Lines. Rate tiers are based upon the volume of flat rate Business Lines within the BellSouth region, except South Carolina, and reflect a volume discount for larger quantities of service. The following volume discount tiers and corresponding rates are provided:

	Tier 5 2501 +	Tier 4 751-2500	Tier 3 551-750	Tier 2 351-550	Tier 1 5-350
KY	\$24.00	\$25.44	\$27.56	\$29.68	\$31.80

The rates set forth in this Agreement are based upon the Customer purchasing a minimum quantity of five (5) Flat Rate Business Lines throughout the BellSouth Region, except South Carolina, (Minimum Quantity Requirement) within three (3) months of execution of this contract and maintaining this Minimum Quantity Requirement throughout the term of this Agreement.

Effective with the execution of this Agreement, Customer may add and delete flat rate Business Lines without installation charges and termination liability, provided that the Minimum Quantity Requirement has been met and is maintained, the Service has been installed for at least twelve months, and provided Customer certifies to Company in writing that it has not substituted the services provided by other vendors in place of the services provided by Company.

Upon Customer request, but not more than two (2) times annually, Company will evaluate and adjust pricing based on Customers total quantity of Flat Rate Business Lines and the specified tiers within this agreement. Failure on the part of the Company to perform this review shall not be considered a waiver of this provision. Should Customer fall below minimum level specified in Tier 1, Customer will be responsible for the Commitment Shortfall. The Commitment Shortfall shall be equal to the number of Business Lines below the Minimum Quantity Requirement times the Tier 1 rates set forth in this Agreement. In addition, the Customer will be charged all nonrecurring charges that were waived at installation of each Business Line that falls below the Minimum Quantity Requirement, as identified below:

Line Connection Charge, First Line	\$73.00 each
Line Connection Charge, Additional Lines	\$22.00 each

Furthermore, if Customer disconnects all service offered on this Agreement prior to the expiration of this Agreement, then a Contract Preparation Charge applies in the amount of \$242.00 in addition to Customer's obligation to pay the Commitment Shortfall for the remainder of the term of this Agreement.

Audits will also be conducted on the anniversary date of the signing of this Agreement and at random to ensure that the appropriate tier minimum quantity is being maintained. If it is determined that the minimum is not met, then the recurring rates for each rate element will increase to the appropriate discounted rate based on the above schedule.

PRIVATE/PROPRIETARY

CONTAINS PRIVATE AND/OR PROPRIETARY INFORMATION. MAY NOT BE USED OR DISCLOSED OUTSIDE THE BELLSOUTH COMPANIES EXCEPT PURSUANT TO A WRITTEN AGREEMENT

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number FL04-E449-05

This Contract Service Arrangement (CSA) Agreement ("Agreement") is by and between BellSouth Telecommunications, Inc., a Georgia corporation, d/b/a BellSouth, ("Company") and CKE RESTAURANTS, INC ("Customer or Subscriber"), and is entered into pursuant to Tariff Section A5 of the General Subscriber Services Tariff. This Agreement is based upon the following terms and conditions as well as any Attachment(s) affixed and the appropriate lawfully filed and approved tariffs which are by this reference incorporated herein.

1. Subscriber requests and Company agrees, subject to the terms and conditions herein, to provide the service described in this Agreement at the monthly and nonrecurring rates, charges, and conditions as described in this Agreement ("Service"). The rates, charges, and conditions described in this Agreement are binding upon Company and Subscriber for the duration of this Agreement. For the purposes of the effectiveness of the terms and conditions contained herein, this Agreement shall become effective upon execution by both parties. For purposes of the determination of any service period stated herein, said service period shall commence the date upon which installation of the service is completed.
2. Company agrees to provide Subscriber notice of any additional tariffed services required for the installation of the Service. Subscriber agrees to be responsible for all rates, charges and conditions for any additional tariffed services that are ordered by Subscriber.
3. This Agreement is subject to and controlled by the provisions of Company's or any of its affiliated companies' lawfully filed and approved tariffs, including but not limited to Section A2 of the General Subscriber Services Tariff and No. 2 of the Federal Communications Commission Tariff and shall include all changes to said tariffs as may be made from time to time. All appropriate tariff rates and charges shall be included in the provision of this service. Except for the expressed rates, charges, terms and conditions herein, in the event any part of this Agreement conflicts with the terms and conditions of Company's or any of its affiliated companies' lawfully filed and approved tariffs, the tariff shall control.
4. This Agreement may be subject to the appropriate regulatory approval prior to commencement of installation. Should such regulatory approval be denied, after a proper request by Company, this Agreement shall be null, void, and of no effect.
5. If Subscriber cancels this Agreement prior to the completed installation of the Service, but after the execution of this Agreement by Subscriber and Company, Subscriber shall pay all reasonable costs incurred in the implementation of this Agreement prior to receipt of written notice of cancellation by Company. Notwithstanding the foregoing, such reasonable costs shall not exceed all costs which would apply if the work in the implementation of this Agreement had been completed by Company.
6. The rates, charges, and conditions described in this Agreement may be based upon information supplied to Company by the Subscriber, including but not limited to forecasts of growth. If so, Subscriber agrees to be bound by the information provided to Company. Should Subscriber fail to meet its forecasted level of service requirements at any time during the term of this Agreement, Subscriber shall pay all reasonable costs associated with its failure to meet its projected service requirements.
7. (a) If Subscriber cancels this Agreement at any time prior to the expiration of the service period set forth in this Agreement except if cancellation is due to Company's breach of this Agreement, Subscriber shall be responsible for all termination charges. Unless otherwise specified by the tariff, termination charges are defined as all reasonable charges due or remaining as a result of the minimum service period agreed to by the Company and Subscriber and set forth in this Agreement.

PRIVATE/PROPRIETARY

CONTAINS PRIVATE AND/OR PROPRIETARY INFORMATION. MAY NOT BE USED OR DISCLOSED OUTSIDE THE BELLSOUTH COMPANIES EXCEPT PURSUANT TO A WRITTEN AGREEMENT.



**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number FL04-E449-05

(b) Subscriber further acknowledges that it has options for its telecommunications services from providers other than Company and that it has chosen Company to provide the services in this Agreement. Accordingly, if Subscriber assigns this Agreement to a certified reseller of Company local services and the reseller executes a written document agreeing to assume all requirements of this Agreement, Subscriber will not be billed termination charges. However, Subscriber agrees that in the event it fails to meet its obligations under this Agreement or terminates this Agreement or services purchased pursuant to this Agreement in order to obtain services from a facilities based service provider or a service provider that utilizes unbundled network elements, Subscriber will be billed, as appropriate, termination charges as specified in this Agreement.

- 8. This Agreement shall be construed in accordance with the laws of the state applicable to the Service provided hereunder.
- 9. Except as otherwise provided in this Agreement, notices required to be given pursuant to this Agreement shall be effective when received, and shall be sufficient if given in writing, hand delivered, or United States mail, postage prepaid, addressed to the appropriate party at the address set forth below. Either party hereto may change the name and address to whom all notices or other documents required under this Agreement must be sent at any time by giving written notice to the other party.

Company
 BellSouth Telecommunications, Inc.
 Assistant Vice President
 2180 Lake Blvd, Mail Code 8D01
 Atlanta, GA 303196004

Subscriber
 CKE RESTAURANTS, INC
 Attn: Telecommunications Department
 401 W CARL KARCHER WAY
 ANAHEIM, CA 92801

- 10. Unless by merger, sale or acquisition, neither party shall assign or otherwise transfer any rights or obligations under this Agreement, except to an affiliate, without the prior written consent of the other party, which shall not be unreasonably withheld or delayed.
- 11. Company shall not, without the prior written approval of Subscriber, use, publish or otherwise disclose to others any confidential information obtained from Subscriber.
- 12. In the event that one or more of the provisions contained in this Agreement or incorporated within by reference shall be invalid, illegal, or unenforceable in any respect under any applicable statute, regulatory requirement or rule of law, then such provisions shall be considered inoperative to the extent of such invalidity, illegality, or unenforceability and the remainder of this Agreement shall continue in full force and effect.
- 13. Subscriber acknowledges that Subscriber has read and understands this Agreement and agrees to be bound by its terms and conditions. Subscriber further agrees that this Agreement, and any orders, constitute the complete and exclusive statement of the Agreement between the parties, superseding all proposals, representations, and/or prior agreements, oral or written, between the parties relating to the subject matter of the Agreement.
- 14. Acceptance of any order by Company is subject to Company credit and other approvals. Following order acceptance, if it is determined that: (i) the initial credit approval was based on inaccurate or incomplete information; or (ii) the customer's creditworthiness has significantly decreased, Company

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

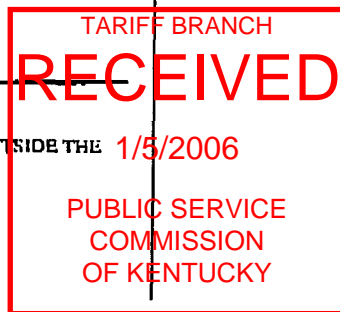
Case Number FL04-E449-05

in its sole discretion reserves the right to cancel the order without liability or suspend the Order until accurate and appropriate credit approval requirements are established and accepted by Customer.

- 15. This Agreement is not binding upon Company until executed by an authorized employee, partner, or agent of Subscriber and Company. This Agreement may not be modified, amended, or superseded other than by a written instrument executed by both parties, approved by the appropriate Company organization, and incorporated into Company's mechanized system. The undersigned warrant and represent that they have the authority to bind Subscriber and Company to this Agreement.

PRIVATE/PROPRIETARY

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number FL04-E449-05
Option 1 of 1

Offer Expiration: This offer shall expire on: 12/2/2005.

Estimated service interval following acceptance date: Negotiable weeks.

Service description:

This Contract Service Arrangement (CSA) provides for Business Lines as part of Basic Local Exchange Service.

This Agreement is for a service period of twenty-four (24) months.

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number FL04-E449-05
Option 1 of 1

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the dates set forth below.

Accepted by:

Subscriber:
CKE RESTAURANTS, INC

By: [Signature]
Authorized Signature

Printed Name: THOMAS LINDSEY

Title: VICE PRESIDENT & CO

Date: 30-NOV-2005

Company:
BellSouth Telecommunications, Inc.
By: BellSouth Business Systems, Inc.

By: [Signature]
Authorized Signature

Printed Name: Steven P. Rimando

Title: Sales Director

Date: 11/30/2005

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY04-E451-04
Option 1 of 1

RATES AND CHARGES

	<u>Rate Elements</u>	<u>Non-Recurring</u>	<u>Monthly Rate</u>		<u>USOC</u>
1	Flat Rate Main Station Line Service, Business, Rate Groups 1, 2, 3 and 5 -Per line	\$00	\$23.81		1FB
2	Flat Rate Main Station Line Service, Business with Caller ID, Rate Groups 1, 2, 3 and 5 -Per line	\$00	\$23.81		1FBCL
3	Touch-Tone Calling Service, Individual and Two-Party Line Service, Business -Per line or PBX trunk	\$00	\$00		TTB

PRIVATE/PROPRIETARY

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number FL04-E449-05
Option 1 of 1

RATES AND CHARGES

NOTES:

1. All rules and regulations for Basic Local Exchange Service from Section A3 of the General Subscriber Services Tariff (GSST) are applicable to this Agreement. The rate elements included herein have been specifically discounted. Other rate elements used in the provision of the service have not been listed, but may be found in the appropriate Company tariff.
2. Unless otherwise specified in this Agreement, Service Connection Charges as specified in Section A4 of the GSST will apply.
3. If Subscriber disconnects flat rate Business Lines provided under this Agreement, except if disconnection is due to Company's breach of this Agreement, Subscriber must certify to Company in writing that it has not substituted the services provided by other vendors in place of the service provided by Company.
4. In the event of a divestiture of a significant part of the Customer's business or a business downturn beyond Customer's control which significantly reduces the volume of network services required by Customer with the result that Customer is unable to meet its minimum number of Business Lines Commitment under this Agreement (notwithstanding Customer's best efforts to avoid such a shortfall), BellSouth and Customer will cooperate in efforts to develop a mutually agreeable alternative that will satisfy the concerns of both parties and comply with all applicable legal and regulatory requirements. Such alternative may reduce the Customer's Business Lines Commitment to the extent of any shortfall resulting from the divestiture or downturn. This provision shall not apply to a change resulting from a decision by Customer (i) to reduce its overall use of telecommunication; or (ii) to transfer portions of its traffic or projected growth to providers other than BellSouth. Customer must provide BellSouth written notice of the conditions it believes will require the application of this provision. This provision does not constitute a waiver of any charges, including shortfall charges, incurred by Customer prior to the time the parties mutually agree to amend this Agreement.

All trademarks and service marks contained herein are the property of BellSouth Intellectual Property Corporation.

END OF ARRANGEMENT AGREEMENT OPTION 1

PRIVATE/PROPRIETARY

CONTAINS PRIVATE AND/OR PROPRIETARY INFORMATION. MAY NOT BE USED OR DISCLOSED OUTSIDE THE BELLSOUTH COMPANIES EXCEPT PURSUANT TO A WRITTEN AGREEMENT.



**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY04-E451-04
Option 1 of 1
Attachment 1

KENTUCKY ATTACHMENT

This Agreement is subject to the approval of the Kentucky Public Service Commission. In the event the Commission should modify any rate or provision of this Agreement, the Customer will have the option of accepting the modification(s) or of canceling the Agreement. If accepted, billing will be rendered from the installation date.

RATES AND CHARGES

NOTES (continued)

5. The rates set forth in this Agreement are based upon the Subscriber purchasing from Company a quantity of two hundred thirty (230) flat rate Business Lines and Business Plus Lines throughout the BellSouth region excluding South Carolina ("Minimum Quantity Requirement") within three (3) months of execution of this Agreement and maintaining this Minimum Quantity Requirement throughout the term of this Agreement. The Subscriber's total quantity of flat rate Business Lines and Business Plus Lines will be reviewed by the Company on the three (3) month anniversary date of the signing of this Agreement and no less than annually on the anniversary date of the signing of this Agreement to determine if the Minimum Quantity Requirement has been met and is being maintained. Failure on the part of the Company to perform this review shall not be considered a waiver of this provision. Should the Minimum Quantity Requirement not be attained within the time period specified, or if it is not maintained at any time after the three (3) month anniversary date, then Customer shall be responsible for the Commitment Shortfall. The "Commitment Shortfall" shall be equal to the number of Business Lines and Business Plus Lines below the Minimum Quantity Requirement times the rates set forth in this Agreement. In addition, the Subscriber will be charged all nonrecurring charges that were waived at installation of each Business Line and Business Plus Line that falls below the Minimum Quantity Requirement, as identified below:

Line Connection Charge, First Line	\$73.00 each
Line Connection Charge, Additional Lines	\$22.00 each

Furthermore, if Customer disconnects all service offered on this Agreement prior to the expiration of this Agreement, except if disconnection is due to Company's breach of this Agreement, then a Contract Preparation Charge applies in the amount of \$293.00 in addition to Customer's obligation to pay the Commitment Shortfall for the remainder of the term of this Agreement.

PRIVATE/PROPRIETARY

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ADDENDUM
AGREEMENT

Case Number NC05-G106-00

THE UNDERSIGNED PARTIES, BellSouth Telecommunications, Inc., a Georgia corporation, d/b/a BellSouth, ("Company") and COMMUNITY LOANS OF AMERICA ("Customer or Subscriber"), hereby agree, as acknowledged by their appropriate signatures as set out below, to amend and change Contract Service Arrangement Agreements AL04-0501-04, FL04-0505-04, GA04-0507-04, KY05-A970-01, LA04-0508-04, MS04-0509-04, NC05-A993-01, SC04-0510-03, and TN04-0511-04. This Addendum Agreement is based upon the following terms and conditions as well as any Attachment(s) affixed and the appropriate lawfully filed and approved tariffs which are by this reference incorporated herein.

Offer Expiration: This offer shall expire on: 2/13/2006.

1. Subscriber acknowledges that Subscriber has read and understands this Agreement and agrees to be bound by its terms and conditions. Subscriber further agrees that this Agreement, and any orders, constitute the complete and exclusive statement of the Agreement between the parties, superseding all proposals, representations, and/or prior agreements, oral or written, between the parties relating to the subject matter of the Agreement.
2. Acceptance of any order by Company is subject to Company credit and other approvals. Following order acceptance, if it is determined that: (i) the initial credit approval was based on inaccurate or incomplete information; or (ii) the customer's creditworthiness has significantly decreased, Company in its sole discretion reserves the right to cancel the order without liability or suspend the Order until accurate and appropriate credit approval requirements are established and accepted by Customer.
3. This Agreement is not binding upon Company until executed by an authorized employee, partner, or agent of Subscriber and Company. This Agreement may not be modified, amended, or superseded other than by a written instrument executed by both parties, approved by the appropriate Company organization, and incorporated into Company's mechanized system. The undersigned warrant and represent that they have the authority to bind Subscriber and Company to this Agreement.

PRIVATE/PROPRIETARY

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ADDENDUM
AGREEMENT

Case Number NC05-G106-00

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be executed by their duly authorized representatives on the dates set forth below.

Accepted by:

Subscriber:
COMMUNITY LOANS OF AMERICA

By: [Signature]
Authorized Signature

Printed Name: James T Strickland

Title: CFO

Date: 11/22/05

Company:
BellSouth Telecommunications, Inc.
By: BellSouth Business Systems, Inc.

By: [Signature]
Authorized Signature

Printed Name: MARYANN BAKER

Title: Sales Support Manager

Date: 12-2-05

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OF KENTUCKY

**ADDENDUM
AGREEMENT**

Case Number NC05-G106-00
Option 1 of 1

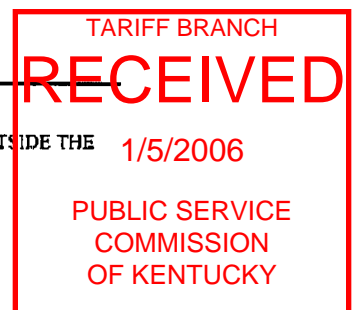
Service description:

This Addendum Agreement adds Custom Calling Services, BellSouth® TouchStar® service, BellSouth® MemoryCall Service, and Message Waiting Indicator to the Customer's existing Basic Local Exchange Access service.

All terms and conditions of Contract Service Arrangement Agreements AL04-0501-04, FL04-0505-04, GA04-0507-04, KY05-A970-01, LA04-0508-04, MS04-0509-04, NC05-A993-01, SC04-0510-03, and TN04-0511-04 apply to this Addendum Agreement unless modified herein.

PRIVATE/PROPRIETARY

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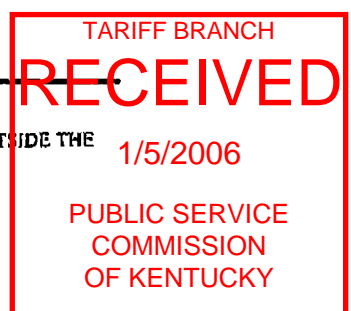
**ADDENDUM
AGREEMENT**Case Number KY05-G112-00
Option 1 of 1**RATES AND CHARGES**

	<u>Rate Elements</u>	<u>Non-Recurring</u>	<u>Monthly Rate</u>	<u>USOC</u>
1	Custom Calling Services, Business/Business PBX, Individual Features, Call Forwarding Busy Line -Per central office per line/trunk equipped (Addendum to KY05-A970-00. Add rate element.)	\$0.00	\$0.00	GCE
2	Custom Calling Services, Business/Business PBX, Individual Features, Call Forwarding Don't Answer -Per central office per line/trunk equipped (Addendum to KY05-A970-00. Add rate element.)	\$0.00	\$0.00	GCI
3	MemoryCall Basic Voice Messaging Service, incl 120 min, each add'l minute \$.08 (Addendum to KY05-A970-00. Add rate element.)	\$0.00	\$8.00	VMY
4	Message Waiting Indication (MWI), Business, Per Line (Addendum to KY05-A970-00. Add rate element.)	\$0.00	\$0.00	MWWAV
5	BellSouth® MemoryCall Service, Business mailboxes, Memorycall Answering Service, Each Mailbox (Includes 90 minutes of use per mailbox, per month) (Addendum to KY05-A970-00. Add rate element.)	\$0.00	\$6.00	SMBBX
6	MemoryCall Transfer Mailbox, Business (Addendum to KY05-A970-00. Add rate element.)	\$0.00	\$1.00	TRMBX

PRIVATE/PROPRIETARY

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BELLSOUTH COMPANIES EXCEPT PURSUANT TO A WRITTEN AGREEMENT.

Page 10 of 28



**ADDENDUM
AGREEMENT**

Case Number NC05-G106-00
Option 1 of 1

RATES AND CHARGES

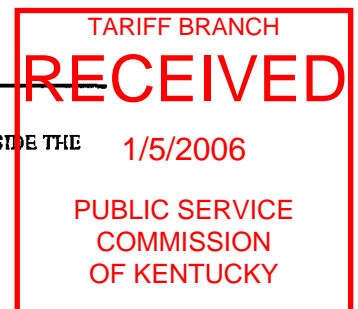
NOTES:

There are no other additions, deletions or changes to the above referenced Contract Service Arrangement Agreement included in this Addendum Agreement. All other terms and conditions as previously agreed and acknowledged remain unchanged and in full force.

END OF ARRANGEMENT AGREEMENT OPTION 1

PRIVATE/PROPRIETARY

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BELLSOUTH COMPANIES EXCEPT PURSUANT TO A WRITTEN AGREEMENT.



**ADDENDUM
AGREEMENT**Case Number KY05-G112-00
Option 1 of 1
Attachment 1**KENTUCKY ATTACHMENT**

This Agreement is subject to the approval of the Kentucky Public Service Commission. In the event the Commission should modify any rate or provision of this Agreement, the Customer will have the option of accepting the modification(s) or of canceling the Agreement. If accepted, billing will be rendered from the installation date.

RATES AND CHARGES**NOTES**

Attachment 1 of Contract Service Arrangement Agreement KY05-A970-01 is modified such that Note 7 is hereby replaced in its entirety with the following:

7. Nonrecurring charges associated with this Agreement shall not apply for new installations. However, unless otherwise provided for in this Agreement, if all or any part of the service is disconnected prior to the expiration of this Agreement, then the Subscriber will pay full nonrecurring charges that were waived at installation as identified below in addition to applicable termination liability charges:

Basic Voice Messaging Service, VMY	\$15.00 each
Answering Service, SMBBX	\$15.00 each
Line Connection Charge, First Line	\$73.00 each
Line Connection Charge, Additional Lines	\$22.00 each

Furthermore, if Customer disconnects all service offered on this Agreement prior to the expiration of this Agreement, then a Contract Preparation Charge applies in the amount of \$484.00 in addition to Customer's obligation to pay the Commitment Shortfall for the remainder of the term of this Agreement.

PRIVATE/PROPRIETARY

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Page 23 of 28

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-2645-00

This Contract Service Arrangement (CSA) Agreement ("Agreement") is by and between BellSouth Telecommunications, Inc., a Georgia corporation, d/b/a BellSouth, ("Company") and Defender Services, Inc ("Customer or Subscriber"), and is entered into pursuant to Tariff Section A5 of the General Subscriber Services Tariff. This Agreement is based upon the following terms and conditions as well as any Attachment(s) affixed and the appropriate lawfully filed and approved tariffs which are by this reference incorporated herein.

1. Subscriber requests and Company agrees, subject to the terms and conditions herein, to provide the service described in this Agreement at the monthly and nonrecurring rates, charges, and conditions as described in this Agreement ("Service"). The rates, charges, and conditions described in this Agreement are binding upon Company and Subscriber for the duration of this Agreement. For the purposes of the effectiveness of the terms and conditions contained herein, this Agreement shall become effective upon execution by both parties. For purposes of the determination of any service period stated herein, said service period shall commence the date upon which installation of the service is completed.
2. Company agrees to provide Subscriber notice of any additional tariffed services required for the installation of the Service. Subscriber agrees to be responsible for all rates, charges and conditions for any additional tariffed services that are ordered by Subscriber.
3. This Agreement is subject to and controlled by the provisions of Company's or any of its affiliated companies' lawfully filed and approved tariffs, including but not limited to Section A2 of the General Subscriber Services Tariff and No. 2 of the Federal Communications Commission Tariff and shall include all changes to said tariffs as may be made from time to time. All appropriate tariff rates and charges shall be included in the provision of this service. Except for the expressed rates, charges, terms and conditions herein, in the event any part of this Agreement conflicts with the terms and conditions of Company's or any of its affiliated companies' lawfully filed and approved tariffs, the tariff shall control.
4. This Agreement may be subject to the appropriate regulatory approval prior to commencement of installation. Should such regulatory approval be denied, after a proper request by Company, this Agreement shall be null, void, and of no effect.
5. If Subscriber cancels this Agreement prior to the completed installation of the Service, but after the execution of this Agreement by Subscriber and Company, Subscriber shall pay all reasonable costs incurred in the implementation of this Agreement prior to receipt of written notice of cancellation by Company. Notwithstanding the foregoing, such reasonable costs shall not exceed all costs which would apply if the work in the implementation of this Agreement had been completed by Company.
6. The rates, charges, and conditions described in this Agreement may be based upon information supplied to Company by the Subscriber, including but not limited to forecasts of growth. If so, Subscriber agrees to be bound by the information provided to Company. Should Subscriber fail to meet its forecasted level of service requirements at any time during the term of this Agreement, Subscriber shall pay all reasonable costs associated with its failure to meet its projected service requirements.
7. (a) If Subscriber cancels this Agreement at any time prior to the expiration of the service period set forth in this Agreement, Subscriber shall be responsible for all termination charges. Unless otherwise specified by the tariff, termination charges are defined as all reasonable charges due or remaining as a result of the minimum service period agreed to by the Company and Subscriber and set forth in this Agreement.

PRIVATE/PROPRIETARY

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-2645-00

(b) Subscriber further acknowledges that it has options for its telecommunications services from providers other than Company and that it has chosen Company to provide the services in this Agreement. Accordingly, if Subscriber assigns this Agreement to a certified reseller of Company local services and the reseller executes a written document agreeing to assume all requirements of this Agreement, Subscriber will not be billed termination charges. However, Subscriber agrees that in the event it fails to meet its obligations under this Agreement or terminates this Agreement or services purchased pursuant to this Agreement in order to obtain services from a facilities based service provider or a service provider that utilizes unbundled network elements, Subscriber will be billed, as appropriate, termination charges as specified in this Agreement.

- 8. This Agreement shall be construed in accordance with the laws of the State of Kentucky.
- 9. Except as otherwise provided in this Agreement, notices required to be given pursuant to this Agreement shall be effective when received, and shall be sufficient if given in writing, hand delivered, or United States mail, postage prepaid, addressed to the appropriate party at the address set forth below. Either party hereto may change the name and address to whom all notices or other documents required under this Agreement must be sent at any time by giving written notice to the other party.

Company

BellSouth Telecommunications, Inc.
Assistant Vice President
1600 Williams St Suite 3600
Columbia, SC 29201

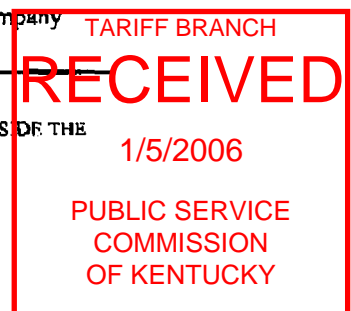
Subscriber

Defender Services, Inc
9031 Gamers Ferry Rd
Hopkins, SC 29061

- 10. Subscriber may not assign its rights or obligations under this Agreement without the express written consent of Company and only pursuant to the conditions contained in the appropriate tariff.
- 11. In the event that one or more of the provisions contained in this Agreement or incorporated within by reference shall be invalid, illegal, or unenforceable in any respect under any applicable statute, regulatory requirement or rule of law, then such provisions shall be considered inoperative to the extent of such invalidity, illegality, or unenforceability and the remainder of this Agreement shall continue in full force and effect.
- 12. Subscriber acknowledges that Subscriber has read and understands this Agreement and agrees to be bound by its terms and conditions. Subscriber further agrees that this Agreement, and any orders, constitute the complete and exclusive statement of the Agreement between the parties, superseding all proposals, representations, and/or prior agreements, oral or written, between the parties relating to the subject matter of the Agreement.
- 13. Acceptance of any order by Company is subject to Company credit and other approvals. Following order acceptance, if it is determined that: (i) the initial credit approval was based on inaccurate or incomplete information; or (ii) the customer's creditworthiness has significantly decreased, Company in its sole discretion reserves the right to cancel the order without liability or suspend the Order until accurate and appropriate credit approval requirements are established and accepted by Customer.
- 14. This Agreement is not binding upon Company until executed by an authorized employee, partner, or agent of Subscriber and Company. This Agreement may not be modified, amended, or superseded other than by a written instrument executed by both parties, approved by the appropriate Company

PRIVATE/PROPRIETARY

CONTAINS PRIVATE AND/OR PROPRIETARY INFORMATION. MAY NOT BE USED OR DISCLOSED OUTSIDE OF THE BELLSOUTH COMPANIES EXCEPT PURSUANT TO A WRITTEN AGREEMENT.



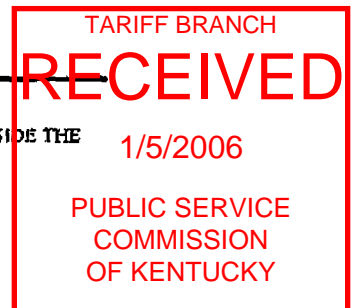
**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-2645-00

organization, and incorporated into Company's mechanized system. The undersigned warrant and represent that they have the authority to bind Subscriber and Company to this Agreement.

PRIVATE/PROPRIETARY

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-2645-00

Option 1 of 1

This Agreement is subject to the approval of the Kentucky Public Service Commission. In the event the Commission should modify any rate or provision of this Agreement, the Customer will have the option of accepting the modification(s) or of canceling the Agreement. If accepted, billing will be rendered from the installation date.

Offer Expiration: This offer shall expire on: 6/23/05.

Estimated service interval following acceptance date: Negotiable weeks.

Service description:

This Contract Service Arrangement (CSA) provides for Business Lines and Hunting as part of Basic Local Exchange Service.

This Agreement is for a service period of thirty-six (36) months.

The rates in this Contract Service Arrangement Agreement are contingent upon Subscriber executing Contract Service Arrangement Agreements GA05-2608-00, KY05-2645-00, NC05-2611-00, and TN05-2637-00. If the Subscriber fails to execute the above referenced Agreements, the rates, terms and conditions of this Contract Service Arrangement Agreement shall be null and void and rates for the services covered by this Agreement shall revert to the tariff rates.

This Agreement shall be extended for additional one-year terms under the same terms and conditions herein unless either party provides written notice of its intent not to renew the Agreement at least sixty (60) days prior to the expiration of the initial term or each additional one-year term.

Customer Initials

PRIVATE/PROPRIETARY

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-2645-00

Option 1 of 1

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the dates set forth below.

Accepted by:

Subscriber:
Defender Services, Inc

By: Jean Hartzog
Authorized Signature

Printed Name: JEAN HARTZOG

Title: ASST CORP SECY.

Date: 02-28-05

Company:
BellSouth Telecommunications, Inc.
By: BellSouth Business Systems, Inc.

By: R. Boyle
Authorized Signature

Printed Name: Richard Boyle

Title: Sales Manager

Date: 3/2/2005

PRIVATE/PROPRIETARY

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

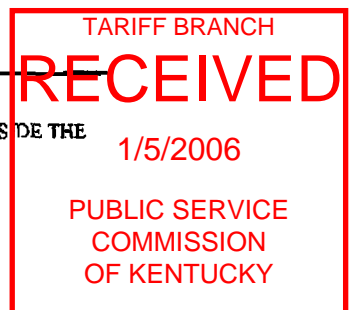
Case Number KY05-2645-00
Option 1 of 1

RATES AND CHARGES

<u>Rate Elements</u>	<u>Non-Recurring</u>	<u>Monthly Rate</u>	<u>USOC</u>
1. Flat Rate Main Station Line Service, Business, Rate Group 2 -Per line	\$.00	\$26.93	1FB
2. Flat Rate Main Station Line Service, Business with Caller ID, Rate Group 2 -Per line	\$.00	\$26.93	1FBCL
3. Touch-Tone Calling Service, Individual and Two-Party Line Service, Business -Per line or PBX trunk	\$.00	\$.00	TTB

PRIVATE/PROPRIETARY

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BELLSOUTH COMPANIES EXCEPT PURSUANT TO A WRITTEN AGREEMENT.



**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-2645-00

Option 1 of 1

RATES AND CHARGES

NOTES:

1. All rules and regulations for Basic Local Exchange Service from Section A3 of the General Subscriber Services Tariff (GSST) are applicable to this Agreement. The rate elements included herein have been specifically discounted. Other rate elements used in the provision of the service have not been listed, but may be found in the appropriate Company tariff. Examples of other rate elements are: FCC surcharges, regulatory fees, taxes, or charges for features ordered that are not listed in the Agreement.

2. Unless otherwise specified in this Agreement, Service Connection Charges as specified in Section A4 of the GSST will apply.

3. The rates set forth in this Agreement are based upon the Subscriber purchasing from Company a quantity of thirty-eight (38) flat rate Business Lines throughout the BellSouth region excluding South Carolina ("Minimum Quantity Requirement") within three (3) months of execution of this Agreement and maintaining this Minimum Quantity Requirement throughout the term of this Agreement. The Subscriber's total quantity of flat rate Business Lines will be reviewed by the Company on the three (3) month anniversary date of the signing of this Agreement and no less than annually on the anniversary date of the signing of this Agreement to determine if the Minimum Quantity Requirement has been met and is being maintained. Failure on the part of the Company to perform this review shall not be considered a waiver of this provision. Should the Minimum Quantity Requirement not be attained within the time period specified, or if it is not maintained at any time after the three (3) month anniversary date, then Customer shall be responsible for the Commitment Shortfall. The "Commitment Shortfall" shall be equal to the number of Business Lines below the Minimum Quantity Requirement times the rates set forth in this Agreement. In addition, the Subscriber will be charged all nonrecurring charges that were waived at installation of each Business Line that falls below the Minimum Quantity Requirement, as identified below:

Line Connection Charge, First Line	\$73.00 each
Line Connection Charge, Additional Lines	\$22.00 each

Furthermore, if Customer disconnects all service offered on this Agreement prior to the expiration of this Agreement, then a Contract Preparation Charge applies in the amount of \$293.00 in addition to Customer's obligation to pay the Commitment Shortfall for the remainder of the term of this Agreement.

4. If Subscriber disconnects flat rate Business Lines provided under this Agreement, Subscriber must certify to Company in writing that it has not substituted the services provided by other vendors in place of the service provided by Company.

5. Subscriber reserves the right to request Company to recalculate the composite rate in this Agreement if Subscriber experiences a change in the allocation of the quantities and/or Rate Groups for the flat rate Business Lines during the term of this Agreement. Subscriber may make this request no more than annually on the anniversary date of the signing of this Agreement.

a. If the requested recalculation of the composite rate results in a rate that is equal to or less than ten percent (10%) below the stated composite rate in this Agreement, then no change will be made to the composite rate in this Agreement.

b. If the requested recalculation of the composite rate results in a rate that is greater than ten percent (10%) below the stated composite rate in this Agreement, then Subscriber may request a decrease in the composite rate in this Agreement via an Addendum. New rate will be effective beginning with the next billing cycle through the remainder of the Agreement term, or until next requested recalculation (if applicable). No retroactive credits will be given.

PRIVATE/PROPRIETARY

CONTAINS PRIVATE AND/OR PROPRIETARY INFORMATION. MAY NOT BE USED OR DISCLOSED OUTSIDE THE BELLSOUTH COMPANIES EXCEPT PURSUANT TO A WRITTEN AGREEMENT.



**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-2645-00

Option 1 of 1

c. If the requested recalculation of the composite rate results in a rate that is greater than the stated composite rate in this Agreement, then no change will be made to the composite rate in this Agreement.

Notwithstanding the preceding, in no event shall the rate in this Agreement be below cost.

All trademarks and service marks contained herein are the property of BellSouth Intellectual Property Corporation.

END OF ARRANGEMENT AGREEMENT OPTION 1

PRIVATE/PROPRIETARY

CONTAINS PRIVATE AND/OR PROPRIETARY INFORMATION. MAY NOT BE USED OR DISCLOSED OUTSIDE THE BELLSOUTH COMPANIES EXCEPT PURSUANT TO A WRITTEN AGREEMENT.



**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-5155-02

MASTER SERVICES AGREEMENT - ORDER ATTACHMENT FOR CSA SERVICES

This Order Attachment Agreement is Made Pursuant to the Master Services Agreement

No. NC05-1558-00

This Agreement is entered into pursuant to Tariff Section A5 of the General Subscriber Services Tariff.

This Agreement is subject to the approval of the Kentucky Public Service Commission. In the event the Commission should modify any rate or provision of this Agreement, the Customer will have the option of accepting the modification(s) or of canceling the Agreement. If accepted, billing will be rendered from the installation date.

Offer Expiration: This offer shall expire on: 12/25/2005.

Customer's Billing Address:

Dress Barn
30 Dunnigan Dr.
Sufferon, NY 10901

PRIVATE/PROPRIETARY

CONTAINS PRIVATE AND/OR PROPRIETARY INFORMATION. MAY NOT BE USED OR DISCLOSED OUTSIDE THE BELLSOUTH COMPANIES EXCEPT PURSUANT TO A WRITTEN AGREEMENT.



**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-5155-02
Option 2 of 2

Estimated service interval following acceptance date: Negotiable weeks

Service description:

This Contract Service Arrangement (CSA) Agreement provides for Business Lines and Hunting as part of Basic Local Exchange Service.

This Agreement is for a service period of thirty-six (36) months.

The rates in this CSA Agreement are contingent upon Subscriber executing CSA Agreements, AL05-3930-01, FL05-5159-02, GA05-5181-01, KY05-5155-02, LA05-5161-01, MS05-5137-01, NC05-1554-02, SC05-5187-02 and TN05-5192-02. If the Subscriber fails to execute the above referenced Agreements, the rates, terms and conditions of this CSA Agreement shall be null and void and rates for the services covered by this Agreement shall revert to the tariff rates.

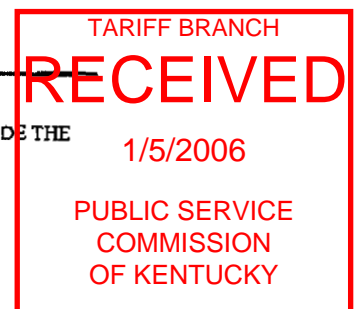
This Agreement is not binding upon Company until executed by an authorized employee, partner, or agent of Subscriber and Company. This Agreement may not be modified, amended, or superseded other than by a written instrument executed by both parties, approved by the appropriate Company organization, and incorporated into Company's mechanized system. The undersigned warrant and represent that they have the authority to bind Subscriber and Company to this Agreement.

This Agreement shall be extended for additional one-year terms under the same terms and conditions herein unless either party provides written notice of its intent not to renew the Agreement at least sixty (60) days prior to the expiration of the initial term or each additional one-year term.

Customer Initials

PRIVATE/PROPRIETARY

CONTAINS PRIVATE AND/OR PROPRIETARY INFORMATION. MAY NOT BE USED OR DISCLOSED OUTSIDE THE BELLSOUTH COMPANIES EXCEPT PURSUANT TO A WRITTEN AGREEMENT.



**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-5155-02

Option 2 of 2

IN WITNESS WHEREOF, the Parties hereto have caused this Order Attachment to be executed by their respective duly authorized representatives on the date indicated below.

Accepted by:

Subscriber:
Dress Barn

By: [Signature]
Authorized Signature

Printed Name: Armen Corroia

Title: JVP + CFO

Date: 12/15/05

Company:
BellSouth Telecommunications, Inc.
By: BellSouth Business Systems, Inc.

By: [Signature]
Authorized Signature

Printed Name: Dennis D. Malone

Title: District Sales Mgr.

Date: 12/20/2005

PRIVATE/PROPRIETARY

CONTAINS PRIVATE AND/OR PROPRIETARY INFORMATION. MAY NOT BE USED OR DISCLOSED OUTSIDE THE BELL SOUTH COMPANIES EXCEPT PURSUANT TO A WRITTEN AGREEMENT.

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OF KENTUCKY

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

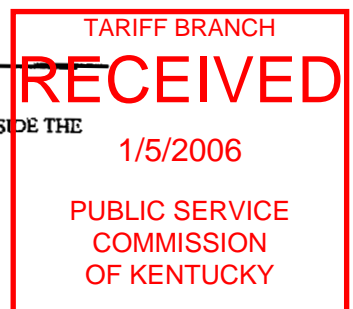
Case Number KY05-5155-02
Option 2 of 2

RATES AND CHARGES

	<u>Rate Elements</u>	<u>Non-Recurring</u>	<u>Monthly Rate</u>	<u>USOC</u>
1	Flat Rate Main Station Line Service, Business, Rate Groups 1, 5, Exception-Georgetown -Per line	\$0.00	\$27.77	1FB
2	Flat Rate Main Station Line Service, Business with Caller ID, Rate Groups 1, 5, Exception-Georgetown -Per line	\$0.00	\$27.77	1FBCL
3	Grouping Service, Individual line or trunk, Business Flat Rate, Rate Groups 1, 5, Exception-Georgetown -Each individual line or trunk	\$0.00	\$0.00	HTG
4	Touch-Tone Calling Service, Individual and Two-Party Line Service, Business -Per line or PBX trunk	\$0.00	\$0.00	TTB

PRIVATE/PROPRIETARY

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BELLSOUTH COMPANIES EXCEPT PURSUANT TO A WRITTEN AGREEMENT.



**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-5155-02
Option 2 of 2

RATES AND CHARGES

NOTES:

1. All rules and regulations for Basic Local Exchange Service from Section A3 of the General Subscriber Services Tariff (GSST) are applicable to this Agreement. The rate elements included herein have been specifically discounted. Other rate elements used in the provision of the service have not been listed, but may be found in the appropriate Company tariff. Examples of other rate elements are: FCC surcharges, regulatory fees, taxes, or charges for features ordered that are not listed in the Agreement.
2. Unless otherwise specified in this Agreement, Service Connection Charges as specified in Section A4 of the GSST will apply.
3. This CSA and the rates set forth herein apply to Orders for the purchase of Business Lines from BellSouth Telecommunications, Inc. (BST) that are reported as regulated services by BST in accordance with the FCC's Part 32 'Uniform System of Accounts'.
4. The rates set forth in this Agreement are based upon the Subscriber purchasing from Company a quantity of one hundred forty-six (146) flat rate Business Lines in the BellSouth Region ("Minimum Quantity Requirement") within three (3) months of execution of this Agreement and maintaining this Minimum Quantity Requirement throughout the term of this Agreement. The Subscriber's total quantity of flat rate Business Lines will be reviewed by the Company on the three (3) month anniversary date of the signing of this Agreement and no less than annually on the anniversary date of the signing of this Agreement to determine if the Minimum Quantity Requirement has been met and is being maintained. Failure on the part of the Company to perform this review shall not be considered a waiver of this provision. Should the Minimum Quantity Requirement not be attained within the time period specified, or if it is not maintained at any time after the three (3) month anniversary date, then Customer shall be responsible for the Commitment Shortfall. The "Commitment Shortfall" shall be equal to the number of Business Lines below the Minimum Quantity Requirement times the rates set forth in this Agreement. In addition, the Subscriber will be charged all nonrecurring charges that were waived at installation of each Business Line that falls below the Minimum Quantity Requirement, as identified below:

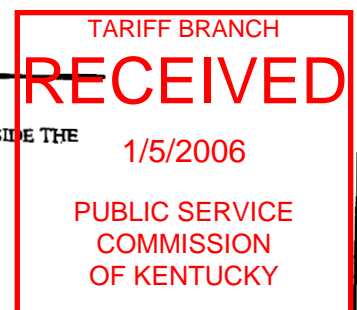
Line Connection Charge, First Line	\$73.00 each
Line Connection Charge, Additional Lines	\$22.00 each

Furthermore, if Customer disconnects all service offered on this Agreement prior to the expiration of this Agreement, then a Contract Preparation Charge applies in the amount of \$293.00 in addition to Customer's obligation to pay the Commitment Shortfall for the remainder of the term of this Agreement.

5. If Subscriber disconnects flat rate Business Lines provided under this Agreement, Subscriber must certify to Company in writing that it has not substituted the services provided by other vendors in place of the service provided by Company.
6. Subscriber reserves the right to request Company to recalculate the composite rate in this Agreement if Subscriber experiences a change in the allocation of the quantities and/or Rate Groups for the flat rate Business Lines during the term of this Agreement. Subscriber may make this request no more than annually on the anniversary date of the signing of this Agreement.
 - a. If the requested recalculation of the composite rate results in a rate that is equal to or less than ten percent (10%) below the stated composite rate in this Agreement, then no change will be made to the composite rate in this Agreement.

PRIVATE/PROPRIETARY

CONTAINS PRIVATE AND/OR PROPRIETARY INFORMATION. MAY NOT BE USED OR DISCLOSED OUTSIDE THE BELLSOUTH COMPANIES EXCEPT PURSUANT TO A WRITTEN AGREEMENT.



**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-5155-02
Option 2 of 2

b. If the requested recalculation of the composite rate results in a rate that is greater than ten percent (10%) below the stated composite rate in this Agreement, then Subscriber may request a decrease in the composite rate in this Agreement via an Addendum. New rate will be effective beginning with the next billing cycle through the remainder of the Agreement term, or until next requested recalculation (if applicable). No retroactive credits will be given.

c. If the requested recalculation of the composite rate results in a rate that is greater than the stated composite rate in this Agreement, then no change will be made to the composite rate in this Agreement.

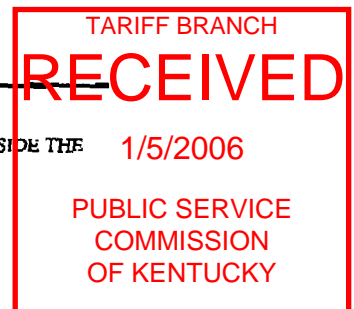
Notwithstanding the preceding, in no event shall the rate in this Agreement be below cost.

All trademarks and service marks contained herein are the property of BellSouth Intellectual Property Corporation.

END OF ARRANGEMENT AGREEMENT OPTION 2

PRIVATE/PROPRIETARY

CONTAINS PRIVATE AND/OR PROPRIETARY INFORMATION. MAY NOT BE USED OR DISCLOSED OUTSIDE THE BELL SOUTH COMPANIES EXCEPT PURSUANT TO A WRITTEN AGREEMENT.



ADDENDUM
AGREEMENT

Case Number KY05-J917-01

THE UNDERSIGNED PARTIES, BellSouth Telecommunications, Inc., a Georgia corporation, d/b/a BellSouth, ("Company") and El Paso Pipeline Services Co. ("Customer or Subscriber"), hereby agree, as acknowledged by their appropriate signatures as set out below, to amend and change Contract Service Arrangement (CSA) Agreement KY04-G290-00. This Addendum Agreement is based upon the following terms and conditions as well as any Attachment(s) affixed and the appropriate lawfully filed and approved tariffs which are by this reference incorporated herein.

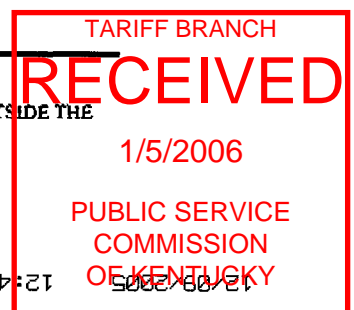
Offer Expiration: This offer shall expire on: 4/6/2006.

1. Subscriber acknowledges that Subscriber has read and understands this Agreement and agrees to be bound by its terms and conditions. Subscriber further agrees that this Agreement, and any orders, constitute the complete and exclusive statement of the Agreement between the parties, superseding all proposals, representations, and/or prior agreements, oral or written, between the parties relating to the subject matter of the Agreement.
2. Acceptance of any order by Company is subject to Company credit and other approvals. Following order acceptance, if it is determined that: (i) the initial credit approval was based on inaccurate or incomplete information; or (ii) the customer's creditworthiness has significantly decreased, Company in its sole discretion reserves the right to cancel the order without liability or suspend the Order until accurate and appropriate credit approval requirements are established and accepted by Customer.
3. This Agreement is not binding upon Company until executed by an authorized employee, partner, or agent of Subscriber and Company. This Agreement may not be modified, amended, or superseded other than by a written instrument executed by both parties, approved by the appropriate Company organization, and incorporated into Company's mechanized system. The undersigned warrant and represent that they have the authority to bind Subscriber and Company to this Agreement.

PRIVATE/PROPRIETARY

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Page 1 of 5



**ADDENDUM
AGREEMENT**

Case Number KY05-J917-01

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be executed by their duly authorized representatives on the dates set forth below.

Accepted by:

Subscriber:
El Paso Pipeline Services Co.

By: *Neal Matthews*
Authorized Signature

Printed Name: Neal Matthews

Title: Manager Telecom + Network Services

Date: 12-18/05

Company:
BellSouth Telecommunications, Inc.
By: BellSouth Business Systems, Inc.

By: *John S. Kerwin*
Authorized Signature

Printed Name: JOHN S. KERWIN

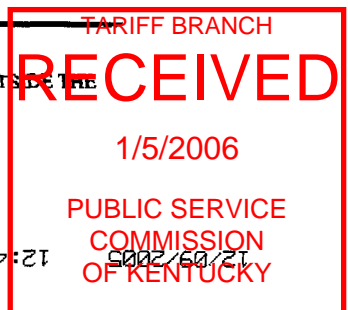
Title: SM

Date: 12-9-05

PRIVATE/PROPRIETARY

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BELLSOUTH COMPANIES EXCEPT PURSUANT TO A WRITTEN AGREEMENT.

Page 2 of 5



ADDENDUM
AGREEMENT

Case Number KY05-J917-01
Option 1 of 1

This Agreement is subject to the approval of the Kentucky Public Service Commission. In the event the Commission should modify any rate or provision of this Agreement, the Customer will have the option of accepting the modification(s) or of canceling the Agreement. If accepted, billing will be rendered from the installation date.

Service description:

This Addendum Agreement offers an extension to the service period of the Customer's existing Basic Local Exchange service.

This Addendum Agreement provides for a twelve (12) month service period from the Company date of acceptance of this Addendum Agreement.

All terms and conditions of Contract Service Arrangement Agreement KY04-G290-00 apply to this Addendum Agreement unless modified herein.

PRIVATE/PROPRIETARY

CONTAINS PRIVATE AND/OR PROPRIETARY INFORMATION. MAY NOT BE USED OR DISCLOSED OUTSIDE THE BELL SOUTH COMPANIES EXCEPT PURSUANT TO A WRITTEN AGREEMENT.

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ADDENDUM
AGREEMENT

Case Number KY05-J917-01
Option 1 of 1

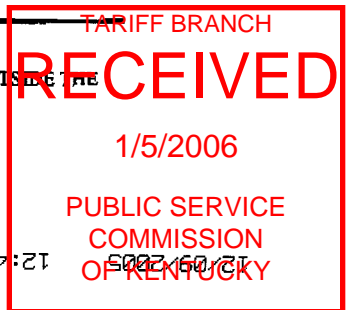
RATES AND CHARGES

	<u>Rate Elements</u>	<u>Non-Recurring</u>	<u>Monthly Rate</u>	<u>USOC</u>
1	There are no changes to the existing rate elements.	\$.00	\$.00	

PRIVATE/PROPRIETARY

CONTAINS PRIVATE AND/OR PROPRIETARY INFORMATION. MAY NOT BE USED OR DISCLOSED OUTSIDE THE BELLSOUTH COMPANIES EXCEPT PURSUANT TO A WRITTEN AGREEMENT.

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ADDENDUM
AGREEMENT

Case Number KY05-J917-01
Option 1 of 1

RATES AND CHARGES

NOTES:

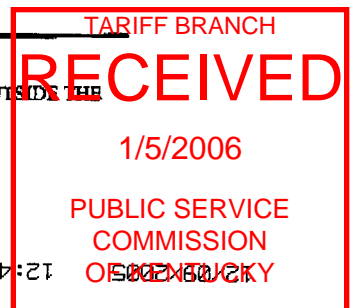
There are no other additions, deletions or changes to the above referenced Contract Service Arrangement Agreement included in this Addendum Agreement. All other terms and conditions as previously agreed and acknowledged remain unchanged and in full force.

END OF ARRANGEMENT AGREEMENT OPTION 1

PRIVATE/PROPRIETARY

CONTAINS PRIVATE AND/OR PROPRIETARY INFORMATION. MAY NOT BE USED OR DISCLOSED OUTSIDE THE BELL/SOUTH COMPANIES EXCEPT PURSUANT TO A WRITTEN AGREEMENT.

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**ADDENDUM
AGREEMENT**

Case Number KY05-L053-00

MASTER SERVICES AGREEMENT - ORDER ATTACHMENT FOR CSA SERVICES

This Order Attachment Agreement is Made Pursuant to the Master Services Agreement

No. GA01-7351-00

This Agreement is entered into pursuant to Tariff Section A.5 of the General Subscriber Services Tariff.

This Agreement is subject to the approval of the Kentucky Public Service Commission. In the event the Commission should modify any rate or provision of this Agreement, the Customer will have the option of accepting the modification(s) or of canceling the Agreement. If accepted, billing will be rendered from the installation date.

Offer Expiration: This offer shall expire on: 4/13/2006.

Customer's Billing Address:
Fastenal Company Purchasing & Affiliates
ATTN ALDEC: PO BOX 1301
WINONA, MN 55987

PRIVATE/PROPRIETARY

CONTAINS PRIVATE AND/OR PROPRIETARY INFORMATION. MAY NOT BE USED OR DISCLOSED OUTSIDE THE BELLSOUTH COMPANIES EXCEPT PURSUANT TO A WRITTEN AGREEMENT.

Page 1 of 6

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OF KENTUCKY

**ADDENDUM
AGREEMENT**

Case Number KY05-L053-00
Option 1 of 2

Estimated service interval following acceptance date: Negotiable weeks.

THE UNDERSIGNED PARTIES, BellSouth Telecommunications, Inc., a Georgia corporation, d/b/a BellSouth, ("Company") and Fastenal Company Purchasing & Affiliates ("Customer or Subscriber"), hereby agree, as acknowledged by their appropriate signatures as set out below, to amend and change Contract Service Arrangement (CSA) Agreement KY03-E224-05. This Addendum Agreement is based upon the following terms and conditions as well as any Attachment(s) affixed and the appropriate lawfully filed and approved tariffs which are by this reference incorporated herein.

Subscriber acknowledges that Subscriber has read and understands this Agreement and agrees to be bound by its terms and conditions. Subscriber further agrees that this Agreement, and any orders, constitute the complete and exclusive statement of the Agreement between the parties, superseding all proposals, representations, and/or prior agreements, oral or written, between the parties relating to the subject matter of the Agreement.

Acceptance of any order by Company is subject to Company credit and other approvals. Following order acceptance, if it is determined that: (i) the initial credit approval was based on inaccurate or incomplete information; or (ii) the customer's creditworthiness has significantly decreased, Company in its sole discretion reserves the right to cancel the order without liability or suspend the Order until accurate and appropriate credit approval requirements are established and accepted by Customer.

This Agreement is not binding upon Company until executed by an authorized employee, partner, or agent of Subscriber and Company. This Agreement may not be modified, amended, or superseded other than by a written instrument executed by both parties, approved by the appropriate Company organization, and incorporated into Company's mechanized system. The undersigned warrant and represent that they have the authority to bind Subscriber and Company to this Agreement.

PRIVATE/PROPRIETARY

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ADDENDUM
AGREEMENT

Case Number KY05-L053-00
Option 1 of 2

IN WITNESS WHEREOF, the Parties hereto have caused this Order Attachment to be executed by their respective duly authorized representatives on the date indicated below.

Accepted by:

Subscriber:
Fastenal Company Purchasing & Affiliates

By: [Signature]
Authorized Signature

Printed Name: Matt Koos

Title: Comm Services Mgr

Date: 12/16/2005

Company:
BellSouth Telecommunications, Inc.
By: BellSouth Business Systems, Inc.

By: [Signature]
Authorized Signature

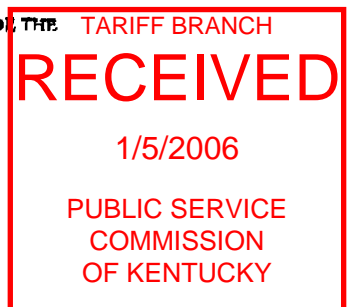
Printed Name: Arthur J. Franks

Title: _____

Date: 12-16-05 Assistant Vice President

PRIVATE/PROPRIETARY

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**ADDENDUM
AGREEMENT**

Case Number KY05-L053-00
Option 1 of 2

Service description:

This Addendum Agreement adds/changes contract language and extends the term of said Contract Service Arrangement (CSA) Agreement KY03-B224-05 for an additional twelve (12) months from the Company date of acceptance of this Addendum Agreement.

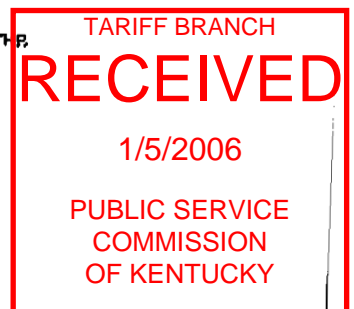
This Agreement is for a service period of twelve (12) months.

The rates in this CSA Agreement are contingent upon Subscriber executing CSA Agreements AL05-L079-00, FL05-L070-00, FL05-L074-00, GA05-L040-00, GA05-L043-00, GA05-L047-00, GA05-L083-00, KY05-L053-00, LA05-L054-00, MS05-L068-00, NC05-L055-00, SC05-L049-00, SC05-L051-00, TN05-L058-00, and TN05-L062-00. If the Subscriber fails to execute the above referenced Agreements, the rates, terms and conditions of this CSA Agreement shall be null and void and rates for the services covered by this Agreement shall revert to the tariff rates.

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Page 4 of 6



**ADDENDUM
AGREEMENT**

Case Number KY05-L053-00
Option 1 of 2

RATES AND CHARGES

	<u>Rate Elements</u>	<u>Non-Recurring</u>	<u>Monthly Rate</u>	<u>USOC</u>
1	Flat Rate Service, Business, Individual line, Rate Groups 1, 2, 3, 5 -Per line (Includes Touch-Tone capability. For rotary-dial service, see Section A3.1.F of the GSST.) (Addendum to KY03-E224-05. Change rate element description.)	\$0.00	\$25.99	1FB
2	Flat Rate Service, Business-Caller ID compatible, Individual line, Rate Groups 1, 2, 3, 5 -Per line (Includes Touch-Tone capability. For rotary-dial service, see Section A3.1.F of the GSST.) (Caller ID feature must be ordered separately.) (Addendu	\$0.00	\$25.99	IFBCI.

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**ADDENDUM
AGREEMENT**

Case Number KY05-L053-00
Option 1 of 2

RATES AND CHARGES

NOTES:

The 'NOTES' section of the 'RATES AND CHARGES' pages of CSA Agreement KY03-E224-05 is modified as follows:

Note 3 is hereby changed as follows:

3. The following nonrecurring charges will not apply upon initial installation. However, if any of the service is disconnected prior to the expiration of this Agreement, then the Subscriber will pay nonrecurring charges as identified below:

Line Connection Charge, First Line	\$73.00 each
Line Connection Charge, Additional Lines	\$22.00 each

Furthermore, if Customer disconnects all service offered on this Agreement prior to the expiration of this Agreement, then a Contract Preparation Charge applies in the amount of \$342.00 in addition to applicable termination liability charges.

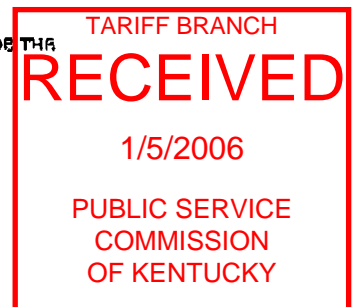
Note 6 is hereby added as follows:

6. The Subscriber may after i.) the expiration of twelve (12) months from the initial Services Agreement signing, or ii.) expiration of fifty (50) percent of the original service term, upgrade to a higher BellSouth technology, with no termination liability with the following limitations and requirements:
- a) The new service must be at an equivalent or higher access speed than the existing service access speed.
 - b) The Subscriber must be migrating to another service provided by BellSouth.
 - c) The quantity of the advanced switched data service access ports must be equivalent to or greater than the existing service access port quantity.
 - d) The new contract created by this technology upgrade must be a.) for a term of twelve (12) months or longer, or b.) must exceed the remaining unexpired term of the existing, to be replaced, services contract - whichever is longer.
 - e) There shall be no lapse of time between the incumbent service and the new upgrade technology service. Service shall be consistent and continuous.
 - f) The location of the upgrade service must be the same as the existing to be replaced service.

END OF ARRANGEMENT AGREEMENT OPTION 1

PRIVATE/PROPRIETARY

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**ADDENDUM
AGREEMENT**

Case Number KY05-J037-00

THE UNDERSIGNED PARTIES, BellSouth Telecommunications, Inc., a Georgia corporation, d/b/a BellSouth, ("Company") and Federation of Internet Service Providers of the Americas ("Customer or Subscriber"), hereby agree, as acknowledged by their appropriate signatures as set out below, to amend and change Contract Service Arrangement (CSA) Agreement KY01-A852-01. This Addendum Agreement is based upon the following terms and conditions as well as any Attachment(s) affixed and the appropriate lawfully filed and approved tariffs which are by this reference incorporated herein.

Offer Expiration: This offer shall expire on: 3/29/2006.

1. Subscriber acknowledges that Subscriber has read and understands this Agreement and agrees to be bound by its terms and conditions. Subscriber further agrees that this Agreement, and any orders, constitute the complete and exclusive statement of the Agreement between the parties, superseding all proposals, representations, and/or prior agreements, oral or written, between the parties relating to the subject matter of the Agreement.
2. Acceptance of any order by Company is subject to Company credit and other approvals. Following order acceptance, if it is determined that: (i) the initial credit approval was based on inaccurate or incomplete information; or (ii) the customer's creditworthiness has significantly decreased, Company in its sole discretion reserves the right to cancel the order without liability or suspend the Order until accurate and appropriate credit approval requirements are established and accepted by Customer.
3. This Agreement is not binding upon Company until executed by an authorized employee, partner, or agent of Subscriber and Company. This Agreement may not be modified, amended, or superseded other than by a written instrument executed by both parties, approved by the appropriate Company organization, and incorporated into Company's mechanized system. The undersigned warrant and represent that they have the authority to bind Subscriber and Company to this Agreement.

PRIVATE/PROPRIETARY

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ADDENDUM
AGREEMENT

Case Number KY05-J037-00

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be executed by their duly authorized representatives on the dates set forth below.

Accepted by:

Subscriber:
Federation of Internet Service Providers of the Americas

By: [Signature]
Authorized Signature

Printed Name: David Rice

Title: interim Executive Director

Date: 12-12-05

Company:
BellSouth Telecommunications, Inc.
By: BellSouth Business Systems, Inc.

By: [Signature]
Authorized Signature

Printed Name: JAMES P JOHNSON

Title: Sales Mgr

Date: 12-13-05

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**ADDENDUM
AGREEMENT**

Case Number KY05-J037-00
Option 1 of 1

This Agreement is subject to the approval of the Kentucky Public Service Commission. In the event the Commission should modify any rate or provision of this Agreement, the Customer will have the option of accepting the modification(s) or of canceling the Agreement. If accepted, billing will be rendered from the installation date.

Service description:

This Addendum Agreement is issued to reduce the monthly rates to existing sold Contract Service Arrangement (CSA) KY01-A852-01 for intraLATA Frame Relay and Broadband Line-Fast Packet Option (FPO).

This Agreement is for thirty-seven (37) months from date of signing.

All rules and regulations of Contract Service Arrangement Agreement KY01-A852-01 apply to this Addendum Agreement.

PRIVATE/PROPRIETARY

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**ADDENDUM
AGREEMENT**

Case Number KY05-J037-00
Option 1 of 1

RATES AND CHARGES

	<u>Rate Elements</u>	<u>Non-Recurring</u>	<u>Monthly Rate</u>	<u>USOC</u>
1	Subrate T3 Customer Connection to Frame Relay. A minimum of one Customer Connection is required per Customer to subscribe to Frame Relay Service. 3 Mbps, each (Addendum to KY01-A852-01, no rate change)	\$0.00	\$665.00	FRHO3
2	Subrate T3 Customer Connection to Frame Relay. A minimum of one Customer Connection is required per Customer to subscribe to Frame Relay Service. 6 Mbps, each (Addendum to KY01-A852-01, change monthly rate)	\$0.00	\$622.00	FRHO6
3	Subrate T3 Customer Connection to Frame Relay. A minimum of one Customer Connection is required per Customer to subscribe to Frame Relay Service. 9 Mbps, each (Addendum to KY01-A852-01, change monthly rate)	\$0.00	\$740.00	FRHO9
4	Subrate T3 Customer Connection to Frame Relay. A minimum of one Customer Connection is required per Customer to subscribe to Frame Relay Service. 12 Mbps, each (Addendum to KY01-A852-01, change monthly rate)	\$0.00	\$859.00	FRH2M
5	Subrate T3 Customer Connection to Frame Relay. A minimum of one Customer Connection is required per Customer to subscribe to Frame Relay Service. 15 Mbps, each (Addendum to KY01-A852-01, no rate change)	\$0.00	\$1,110.00	FRII5M
6	Customer Connection to Frame Relay A minimum of one Customer Connection is required per Customer to subscribe to Frame Relay Service. 44.210 Mbps, each (Addendum to KY01-A852-01, no rate change)	\$0.00	\$2,240.00	FRH10

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**ADDENDUM
AGREEMENT**

Case Number KY05-J037-00
Option 1 of 1

RATES AND CHARGES

	change)			
7	Broadband Line-FPO, 44.210 Mbps, each (Addendum to KY01-A852-01, no rate change)	\$0.00	\$965.00	FP144
8	Initial Standard DLCI, One per Customer Connection (provisioning only) (Addendum to KY01-A852-01, no rate change)	\$0.00	\$0.00	XAFD1
9	Frame Relay Service Feature Charge, Data Link Connection Identifier (DLCI), Additional, per Customer Connection (Addendum to KY01-A852-01, change monthly rate)	\$0.00	\$1.00	FRVDX
10	Committed Information Rate (CIR), (per DLCI) cannot exceed the minimum transmission speed of the link at either end of the PVC, 1 thru 32 Kbps (Addendum to KY01-A852-01, change monthly rate)	\$0.00	\$8.00	FRVR3
11	Committed Information Rate (CIR), (per DLCI) cannot exceed the minimum transmission speed of the link at either end of the PVC, 33 thru 56 Kbps (Addendum to KY01-A852-01, change monthly rate)	\$0.00	\$13.00	FRVRS
12	Customer Network Management (CNM) CNM Service Establishment Charge Per Customer (Addendum to KY01-A852-01, no rate change)	\$0.00	\$0.00	CNMSE
13	Customer Network Management (CNM) Gold Reporting Per Frame Relay Customer Connection (Addendum to KY01-A852-01, change monthly rate)	\$0.00	\$0.00	CNMGF
14	Customer Network Management (CNM)	\$0.00	\$15.00	CNMWE

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**ADDENDUM
AGREEMENT**

Case Number KY05-J037-00
Option 1 of 1

RATES AND CHARGES

	Management Access Interface Web Interface, each (Addendum to KY01-A852-01, no rate change)			
15	Customer Network Management (CNM) Management Access Interface Security Card, each (Addendum to KY01-A852-01, no rate change)	\$0.00	\$0.00	CNMSC
16	Customer Connection to Frame Relay, minimum of 1 required per Customer to subscribe to Frame Relay service. Each Customer Connection includes 1 DLCI, (provisioning USOC:XAFD1) 1.536 Mbps, each (Addendum to KY01-A852-01, change monthly rate)	\$0.00	\$209.00	FRH15
17	Broadband Line-FPO, 1.536 Mbps, each (Addendum to KY01-A852-01, change monthly rate)	\$0.00	\$100.00	FP115
18	Committed Information Rate (CIR), (per DLCI) cannot exceed the minimum transmission speed of the link at either end of the PVC, 0 Kbps (Addendum to KY01-A852-01, no rate change)	\$0.00	\$0.00	FRVRO

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**ADDENDUM
AGREEMENT**

Case Number KY05-J037-00

Option 1 of 1

RATES AND CHARGES

NOTES:

- 1. All notes are applicable as per Contract Service Arrangement Agreement KY01-A852-01.

ADDENDUM TO ADD NOTES:

- 2. The following nonrecurring charge will not apply upon initial installation. However, if the service is disconnected prior to the expiration of this Addendum Agreement, then the Subscriber will pay the full nonrecurring charge as identified below in addition to applicable termination liability charges:

Contract Preparation Charge (WGGVF)	\$342.00
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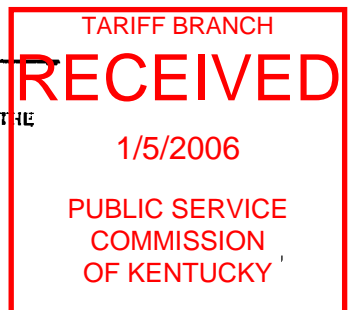
- 3. There are no other changes, deletions, or additions to the above referenced Contract Service Arrangement Agreement included in this Addendum Agreement. All other terms and conditions as previously agreed and acknowledged remain unchanged and in full force.

All trademarks and service marks contained herein are the property of BellSouth Intellectual Property Corporation.

END OF ARRANGEMENT AGREEMENT OPTION 1

PRIVATE/PROPRIETARY

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ADDENDUM
AGREEMENT

Case Number KY05-J037-00
Option 1 of 1

PRIVATE/PROPIETARY

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ADDENDUM
AGREEMENT

Case Number TN05-3178-05

THE UNDERSIGNED PARTIES, BellSouth Telecommunications, Inc., a Georgia corporation, d/b/a BellSouth, ("Company") and FedEx Internet Technology Corporation ("Customer or Subscriber"), hereby agree, as acknowledged by their appropriate signatures as set out below, to amend and change Contract Service Arrangement (CSA) Agreements AL01-C041-01, FL01-C024-01, GA01-B569-01, KY01-B572-01, LA01-C039-01, MS01-B573-01, NC01-B675-01, SC01-B677-01 and TN01-6726-01. This Addendum Agreement is based upon the following terms and conditions as well as any Attachment(s) affixed and the appropriate lawfully filed and approved tariffs which are by this reference incorporated herein.

Offer Expiration: This offer shall expire on: 3/29/2006.

1. Subscriber acknowledges that Subscriber has read and understands this Agreement and agrees to be bound by its terms and conditions. Subscriber further agrees that this Agreement, and any orders, constitute the complete and exclusive statement of the Agreement between the parties, superseding all proposals, representations, and/or prior agreements, oral or written, between the parties relating to the subject matter of the Agreement.
2. Acceptance of any order by Company is subject to Company credit and other approvals. Following order acceptance, if it is determined that: (i) the initial credit approval was based on inaccurate or incomplete information; or (ii) the customer's creditworthiness has significantly decreased, Company in its sole discretion reserves the right to cancel the order without liability or suspend the Order until accurate and appropriate credit approval requirements are established and accepted by Customer.
3. This Agreement is not binding upon Company until executed by an authorized employee, partner, or agent of Subscriber and Company. This Agreement may not be modified, amended, or superseded other than by a written instrument executed by both parties, approved by the appropriate Company organization, and incorporated into Company's mechanized system. The undersigned warrant and represent that they have the authority to bind Subscriber and Company to this Agreement.

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ADDENDUM
AGREEMENT

Case Number TN05-3178-05

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be executed by their duly authorized representatives on the dates set forth below.

Accepted by:

Subscriber:
FedEx Internet Technology Corporation

By: [Signature]
Authorized Signature

Printed Name: Belinda G. Watkins

Title: VP, IT

Date: 12/1/05

Approved
Legal Department
ADB 11/30/05

Company:
BellSouth Telecommunications, Inc.
By: BellSouth Business Systems, Inc.

By: [Signature]
Authorized Signature

Printed Name: Sylvia Johnson

Title: DIRECTOR

Date: 1-30-05

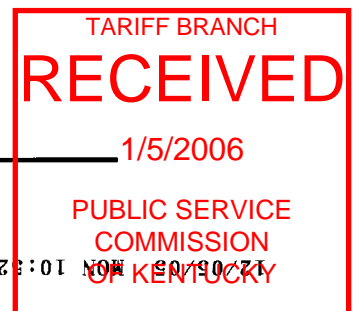
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ADDENDUM
AGREEMENT

Case Number TN05-3178-05
Option 1 of 1

Service description :

This Addendum Agreement extends the Customer's existing Contract Service Arrangement Agreement AL01-C041-01 for twenty-four (24) months from the Company date of acceptance of this Addendum Agreement. It also deletes the existing per minute rate for WatsSaver® service and adds Flat rate intraLATA Toll service.



**ADDENDUM
AGREEMENT**

Case Number KY05-3151-04
Option 1 of 1

RATES AND CHARGES

	<u>Rate Elements</u>	<u>Usage Charge</u>		<u>USOC</u>
1	Aggregated WatsSaver service Per minute rate (See Notes) (Addendum to KY01-B572-01. Delete rate element.)	\$0.05		WWW1E
	<u>Rate Elements</u>	<u>Non-Recurring</u>	<u>Monthly Rate</u>	<u>USOC</u>
2	BellSouth WatsSaver service, per minute (Addendum to KY01-B572-01. Add rate element.)	\$0.00	\$0.00	WWW1F
3	Flat Rate IntraLATA Toll Service (Addendum to KY01-B572-01. Add rate element.)	\$0.00	\$0.18	WBB28

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OF KENTUCKY

ADDENDUM
AGREEMENT

Case Number KY05-3151-04
Option 1 of 1
Attachment 1

KENTUCKY ATTACHMENT

This Agreement is subject to the approval of the Kentucky Public Service Commission. In the event the Commission should modify any rate or provision of this Agreement, the Customer will have the option of accepting the modification(s) or of canceling the Agreement. If accepted, billing will be rendered from the installation date.

All terms and conditions of Contract Service Arrangement Agreement KY01-B572-01 apply to this Addendum Agreement unless modified herein.

RATES AND CHARGES

NOTES

The 'NOTES' section of the 'RATES AND CHARGES' pages of Contract Service Arrangement Agreement KY01-B572-01 is modified as follows:

Note 2 is hereby changed as follows:

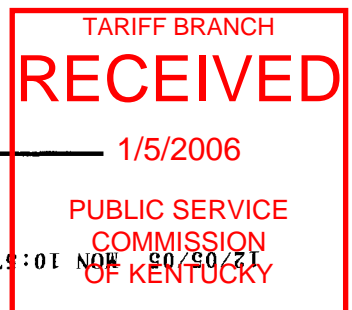
Note 2:

At the beginning of the service period, the forecast is for approximately five thousand, seven hundred forty-five (5,745) Flat Rate Business Lines (1FB), two hundred sixty-one (261) Trunks, and two thousand, five hundred ninety-eight (2,598) Primary Rate ISDN B Channels at the Customer level. A maximum of one hundred twenty-eight thousand, five hundred forty-eight (128,548) minutes of local calling per month is allowed.

a. An annual review will be conducted at the end of each twelve (12) month period of this Agreement to determine if the actual number of minutes of local calling per month has not exceeded the maximum allowance of one hundred twenty-eight thousand, five hundred forty-eight (128,548) minutes, and the Customer has maintained a combined quantity great than or equal to eight thousand, six hundred (8,600) Flat Rate Business Lines, Trunks, and Primary Rate ISDN B Channels.

b. If the annual review indicates the maximum number of minutes per month has been exceeded or the number of Flat Rate Business Lines, Trunks, and Primary Rate ISDN B Channels has not been maintained during the term of this Agreement, then this Agreement may be renegotiated.

Contains Private and/or proprietary information of both Customer and BellSouth. May not be used or disclosed by BellSouth outside the BellSouth Companies except pursuant to a written agreement. Customer use and disclosure is subject to MNDA between parties.



**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-J-87-00

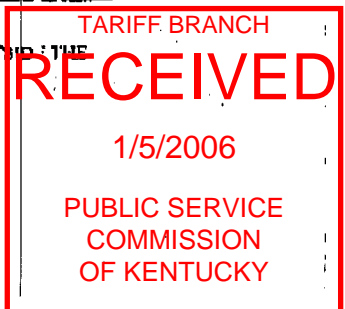
This Contract Service Arrangement (CSA) Agreement ("Agreement") is by and between BellSouth Telecommunications, Inc., a Georgia corporation, d/b/a BellSouth, ("Company") and Four Rivers Behavioral Health ("Customer or Subscriber"), and is entered into pursuant to Tariff Section A5 of the General Subscriber Services Tariff. This Agreement is based upon the following terms and conditions as well as any Attachment(s) affixed and the appropriate lawfully filed and approved tariffs which are by this reference incorporated herein.

1. Subscriber requests and Company agrees, subject to the terms and conditions herein, to provide the service described in this Agreement at the monthly and nonrecurring rates, charges, and conditions as described in this Agreement ("Service"). The rates, charges, and conditions described in this Agreement are binding upon Company and Subscriber for the duration of this Agreement. For the purposes of the effectiveness of the terms and conditions contained herein, this Agreement shall become effective upon execution by both parties. For purposes of the determination of any service period stated herein, said service period shall commence the date upon which installation of the service is completed.
2. Company agrees to provide Subscriber notice of any additional tariffed services required for the installation of the Service. Subscriber agrees to be responsible for all rates, charges and conditions for any additional tariffed services that are ordered by Subscriber.
3. This Agreement is subject to and controlled by the provisions of Company's or any of its affiliated companies' lawfully filed and approved tariffs, including but not limited to Section A2 of the General Subscriber Services Tariff and No. 2 of the Federal Communications Commission Tariff and shall include all changes to said tariffs as may be made from time to time. All appropriate tariff rates and charges shall be included in the provision of this service. Except for the expressed rates, charges, terms and conditions herein, in the event any part of this Agreement conflicts with the terms and conditions of Company's or any of its affiliated companies' lawfully filed and approved tariffs, the tariff shall control.
4. This Agreement may be subject to the appropriate regulatory approval prior to commencement of installation. Should such regulatory approval be denied, after a proper request by Company, this Agreement shall be null, void, and of no effect.
5. If Subscriber cancels this Agreement prior to the completed installation of the Service, but after the execution of this Agreement by Subscriber and Company, Subscriber shall pay all reasonable costs incurred in the implementation of this Agreement prior to receipt of written notice of cancellation by Company. Notwithstanding the foregoing, such reasonable costs shall not exceed all costs which would apply if the work in the implementation of this Agreement had been completed by Company.
6. The rates, charges, and conditions described in this Agreement may be based upon information supplied to Company by the Subscriber, including but not limited to forecasts of growth. If so, Subscriber agrees to be bound by the information provided to Company. Should Subscriber fail to meet its forecasted level of service requirements at any time during the term of this Agreement, Subscriber shall pay all reasonable costs associated with its failure to meet its projected service requirements.
7. (a) If Subscriber cancels this Agreement at any time prior to the expiration of the service period set forth in this Agreement, Subscriber shall be responsible for all termination charges. Unless otherwise specified by the tariff, termination charges are defined as all reasonable charges due or remaining as a result of the minimum service period agreed to by the Company and Subscriber and set forth in this Agreement.

PRIVATE/PROPRIETARY

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Page 1 of 7



**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-J187-00

(b) Subscriber further acknowledges that it has options for its telecommunications services from providers other than Company and that it has chosen Company to provide the services in this Agreement. Accordingly, if Subscriber assigns this Agreement to a certified reseller of Company local services and the reseller executes a written document agreeing to assume all requirements of this Agreement, Subscriber will not be billed termination charges. However, Subscriber agrees that in the event it fails to meet its obligations under this Agreement or terminates this Agreement or services purchased pursuant to this Agreement in order to obtain services from a facilities based service provider or a service provider that utilizes unbundled network elements, Subscriber will be billed, as appropriate, termination charges as specified in this Agreement.

- 8. This Agreement shall be construed in accordance with the laws of the State of Kentucky.
- 9. Except as otherwise provided in this Agreement, notices required to be given pursuant to this Agreement shall be effective when received, and shall be sufficient if given in writing, hand delivered, or United States mail, postage prepaid, addressed to the appropriate party at the address set forth below. Either party hereto may change the name and address to whom all notices or other documents required under this Agreement must be sent at any time by giving written notice to the other party.

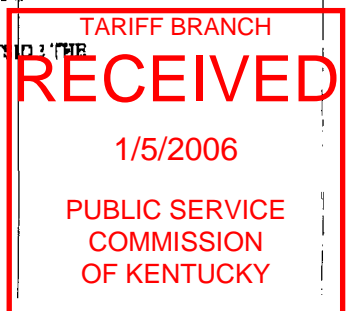
Company
BellSouth Telecommunications, Inc.
Assistant Vice President
1277 Lenox Park Blvd.
Atlanta, GA 30319

Subscriber
Four Rivers Behavioral Health
425 Broadway
Paducah, KY 42001

- 10. Subscriber may not assign its rights or obligations under this Agreement without the express written consent of Company and only pursuant to the conditions contained in the appropriate tariff.
- 11. In the event that one or more of the provisions contained in this Agreement or incorporated within by reference shall be invalid, illegal, or unenforceable in any respect under any applicable statute, regulatory requirement or rule of law, then such provisions shall be considered inoperative to the extent of such invalidity, illegality, or unenforceability and the remainder of this Agreement shall continue in full force and effect.
- 12. Subscriber acknowledges that Subscriber has read and understands this Agreement and agrees to be bound by its terms and conditions. Subscriber further agrees that this Agreement, and any orders, constitute the complete and exclusive statement of the Agreement between the parties, superseding all proposals, representations, and/or prior agreements, oral or written, between the parties relating to the subject matter of the Agreement.
- 13. Acceptance of any order by Company is subject to Company credit and other approvals. Following order acceptance, if it is determined that: (i) the initial credit approval was based on inaccurate or incomplete information; or (ii) the customer's creditworthiness has significantly decreased, Company in its sole discretion reserves the right to cancel the order without liability or suspend the Order until accurate and appropriate credit approval requirements are established and accepted by Customer.
- 14. This Agreement is not binding upon Company until executed by an authorized employee, partner, or agent of Subscriber and Company. This Agreement may not be modified, amended, or superseded other than by a written instrument executed by both parties, approved by the appropriate Company

PRIVATE/PROPRIETARY

CONTAINS PRIVATE AND/OR PROPRIETARY INFORMATION. MAY NOT BE USED OR DISCLOSED OUTSIDE OF THE BELLSOUTH COMPANIES EXCEPT PURSUANT TO A WRITTEN AGREEMENT.



**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-J187-00

organization, and incorporated into Company's mechanized system. The undersigned warrant and represent that they have the authority to bind Subscriber and Company to this Agreement.

PRIVATE/PROPRIETARY

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Page 3 of 7

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-J 187-00
Option 1 of 1

This Agreement is subject to the approval of the Kentucky Public Service Commission. In the event the Commission should modify any rate or provision of this Agreement, the Customer will have the option of accepting the modification(s) or of canceling the Agreement. If accepted, billing will be rendered from the installation date.

Offer Expiration: This offer shall expire on: 3/4/2006.

Estimated service interval following acceptance date: Negotiable weeks.

Service description:

This Contract Service Arrangement (CSA) provides for BellSouth® Primary Rate ISDN - Voice/Data (Standard) service.

This Agreement provides for a twenty-four (24) to forty-eight (48) month service period. (Notes 1,2,4)

This Agreement is for 24 months.

This Agreement shall be extended for additional one-year terms under the same terms and conditions herein unless either party provides written notice of its intent not to renew the Agreement at least sixty (60) days prior to the expiration of the initial term or each additional one-year term.

Customer Initials:

PRIVATE/PROPRIETARY

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-1287-00
Option 1 of 1

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the dates set forth below.

Accepted by:

Subscriber:
Four Rivers Behavioral Health

By: [Signature]
Authorized Signature

Printed Name: Terry Hubbs

Title: Chief Operating Officer

Date: 11/30/05

Company:
BellSouth Telecommunications, Inc.
By: BellSouth Telecommunications, Inc.

By: [Signature]
Authorized Signature

Printed Name: [Signature]

Title: SM

Date: 12.1.2005

PRIVATE/PROPRIETARY
CONTAINS PRIVATE AND/OR PROPRIETARY INFORMATION. MAY NOT BE USED OR DISCLOSED OUTSIDE THE
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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-J-187-00
Option 1 of 1

RATES AND CHARGES

	<u>Rate Elements</u>	<u>Non-Recurring</u>	<u>Monthly Rate</u>	<u>USOC</u>
1	BellSouth® Primary Rate ISDN Access Line, each (Note 2)	\$.00	\$130.00	1LD1E
2	BellSouth® Primary Rate ISDN Interface, each - Voice/Data (Standard) (Note 2, 3)	\$.00	\$375.00	PR71V
3	BellSouth® Primary Rate ISDN B-Channel, each - Voice/Data (Standard) (Note 2)	\$.00	\$8.00	PR7BV
4	BellSouth® Primary Rate ISDN Telephone Numbers, per telephone number requested inward and 2-way	\$.00	\$0.00	PR7TF
5	BellSouth® Primary Rate ISDN, Calling Name Delivery Feature, Per Primary Rate Interface	\$.00	\$75.00	PR7CN
6	BellSouth® Primary Rate ISDN D-Channel - No Rate (Provisioning USOC)	\$.00	\$.00	PR7EX

PRIVATE/PROPRIETARY

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-J187-00
Option 1 of 1

RATES AND CHARGES

NOTES:

1. All rules and regulations for BellSouth® Primary Rate ISDN service as set forth in the General Subscriber Services Tariff (GSST) are applicable to this Agreement with the exception that volume discounts as outlined in the tariff do not apply. The rate elements included herein have been specifically discounted. Other rate elements used in the provision of the service have not been listed, but may be found in the appropriate Company tariff. Examples of other rate elements are: FCC surcharges, regulatory fees, taxes, or charges for features ordered that are not listed in the Agreement.
2. The following nonrecurring charges will not apply upon initial installation. However, if the service is disconnected prior to the expiration of this CSA, then Subscriber will pay full nonrecurring charges as identified below in addition to applicable termination liability charges:

<u>USOC</u>	<u>Nonrecurring Charge</u>
Contract Preparation Charge	\$348.00
1LD1E	\$875.00, each
PR71V	\$110.00, each
PR7BV	\$ 5.00, each

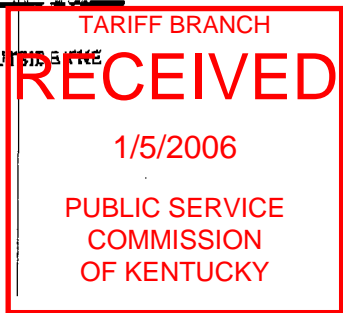
3. Apply five End User Common Line Charges for each Primary Rate Interface.

All trademarks and service marks contained herein are the property of BellSouth Intellectual Property Corporation.

END OF ARRANGEMENT AGREEMENT OPTION 1

PRIVATE/PROPRIETARY

CONTAINS PRIVATE AND/OR PROPRIETARY INFORMATION, MAY NOT BE USED OR DISCLOSED OUTSIDE THE BELL SOUTH COMPANIES EXCEPT PURSUANT TO A WRITTEN AGREEMENT.



FROM : GOING HOME PIZZA, LLC

FAX NO. : 2705543995

Dec. 13 2005 02:25PM P2

**CONTRACT SERVICE ARRANGEMENT
AGREEMENT** Case Number KY05-K848-00

**MASTER CONTRACT SERVICE ARRANGEMENT AGREEMENT - ORDER ATTACHMENT FOR
CSA SERVICES**

This Contract Service Arrangement (CSA)/Order Attachment Agreement ("Agreement" or "Order Attachment") is made pursuant to Master Contract Service Arrangement Agreement No. KY05-8861-10 ("Master CSA Agreement").

This Agreement is entered into pursuant to Tariff Section A5 of the General Subscriber Services Tariff.

This Agreement is subject to the approval of the Kentucky Public Service Commission. In the event the Commission should modify any rate or provision of this Agreement, the Customer will have the option of accepting the modification(s) or of cancelling the Agreement. If accepted, billing will be rendered from the installation date.

Offer Expiration: This offer shall expire on: 4/5/2006.

Customer's Billing Address:
Going Home Pizza, LLC
PO Box 7061
Paducah, KY 42002

PRIVATE/PROPRIETARY

CONTAINS PRIVATE AND/OR PROPRIETARY INFORMATION. MAY NOT BE USED OR DISCLOSED OUTSIDE THE BELLSOUTH COMPANIES EXCEPT PURSUANT TO A WRITTEN AGREEMENT.



**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-K848-00
Option 1 of 1

Estimated service interval following acceptance date: Negotiable weeks

Service description:

This Contract Service Arrangement (CSA) provides for Business Lines as part of Basic Local Exchange Service.

This Agreement is for a service period of twenty-four (24) months.

All rules and regulations in Master CSA Agreement KY05-8861-10 are applicable to this Order Attachment.

Notwithstanding the expiration of the Master CSA Agreement and unless expressly provided otherwise in this Order Attachment, if this Order Attachment requires performance beyond the term of the Master CSA Agreement, Services provided under this Order Attachment shall continue to be subject to the terms of the Master CSA Agreement.

This Agreement is not binding until executed by an authorized employee, partner, or agent of Subscriber and Company. This Agreement may not be modified, amended, or superseded other than by a written instrument executed by both parties, approved by the appropriate Company organization, and incorporated into Company's mechanized system. The undersigned warrant and represent that they have the authority to bind Subscriber and Company to this Agreement.

This Agreement shall be extended for additional one-year terms under the same rates, terms and conditions herein upon the mutual agreement of the parties if Customer provides Company written notice of its intent to renew this Agreement at least sixty (60) days prior to the expiration of the initial term or each additional one-year term.

Customer Initials MMH

Customer acknowledges that Customer has read and understands the Master Contract Service Arrangement Agreement and agrees to be bound by its terms and conditions. Customer further agrees that this Agreement, and any Orders, constitute the complete and exclusive statement of the agreement between the Parties, superseding all proposals, representations, and/or prior agreements, oral or written, between the Parties relating to the subject matter of the Agreement. Acceptance of any Order by BellSouth is subject to BellSouth credit and other approvals.

PRIVATE/PROPRIETARY

CONTAINS PRIVATE AND/OR PROPRIETARY INFORMATION. MAY NOT BE USED OR DISCLOSED OUTSIDE THE BELL SOUTH COMPANIES EXCEPT PURSUANT TO A WRITTEN AGREEMENT.



FROM :GOING HOME PIZZA, LLC

FAX NO. :2705543995

Dec. 13 2005 02:26PM P4

**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-K848-00
Option 1 of 1

IN WITNESS WHEREOF, the Parties hereto have caused this Order Attachment to be executed by their respective duly authorized representatives on the date indicated below.

Accepted by:

Subscriber:
Going Home Pizza, LLC

By: Melissa Hammond
Authorized Signature

Printed Name: Melissa Hammond

Title: Managing Member

Date: 12-12-05

Company:
BellSouth Telecommunications, Inc.
By: BellSouth Business Systems, Inc.

By: [Signature]
Authorized Signature

Printed Name: [Signature]

Title: [Signature]

Date: 12/16/05

PRIVATE/PROPRIETARY

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-K848-00
Option 1 of 1

RATES AND CHARGES

	<u>Rate Elements</u>	<u>Non-Recurring</u>	<u>Monthly Rate</u>	<u>USOC</u>
1	Flat Rate Main Station Line Service, Business, All Rate Groups, -Per line	\$0.00	\$21.50	1FB
2	Flat Rate Main Station Line Service, Business-Caller ID compatible All Rate Groups -Per line (Caller ID feature must be ordered separately.)	\$0.00	\$21.50	1FBCL
3	Grouping Service, Individual line or trunk, Business Flat Rate, All Rate Groups, -Each individual line or trunk	\$0.00	\$0.00	HTG
4	Touch-Tone Calling Service, Individual and Two-Party Line Service, Business -Per line or PBX trunk	\$0.00	\$0.00	TTB
5	BellSouth® TouchStar® service, Single or First Service Features, Business, Enhanced Caller ID with Call Management (with ACR) -Per line	\$0.00	\$0.00	NIACR
6	BellSouth® TouchStar® service, Single or First Service Features, Business, Enhanced Caller ID with Call Management (with ACR and Call Forwarding Don't Answer) -Per line (Call Forwarding Don't Answer (CFDA) must be ordered separate from this Rate Elem	\$0.00	\$0.00	NCACR
7	BellSouth® TouchStar® service, Single or First Service Features, Business, Caller ID-Basic -Per line	\$0.00	\$0.00	NSD

PRIVATE/PROPRIETARY

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BELLSOUTH COMPANIES EXCEPT PURSUANT TO A WRITTEN AGREEMENT.



FROM :GOING HOME PIZZA, LLC

FAX NO. :2705543995

Dec. 13 2005 02:27PM P7

**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-K848-00
Option 1 of 1

RATES AND CHARGES

NOTES:

1. All rules and regulations of the General Subscriber Services Tariff (GSST) are applicable to this Agreement. The rate elements included herein have been specifically discounted. Other rate elements used in the provision of the service have not been listed, but may be found in the appropriate Company tariff.

2. Unless otherwise provided for in this Agreement, a Termination Liability Charge will be applicable if all or any part of the service is terminated prior to expiration of this Agreement. The applicable charge is dependent on the service period subscribed to and will be equal to the number of months remaining in the service period times the monthly rate provided under this Agreement. Two payment options are available:
- Continue paying the monthly rate for the remainder of the Agreement term, or
- Make a lump sum payment discounted by the current prime interest rate plus two percentage points.

3. Nonrecurring charges associated with this Agreement shall not apply for new installations. However, unless otherwise provided for in this Agreement, if all or any part of the service is disconnected prior to the expiration of this Agreement, then the Subscriber will pay full nonrecurring charges that were waived at installation as identified below in addition to applicable termination liability charges:

Line Connection Charge, First Line	\$73.00 each
Line Connection Charge, Additional Lines	\$22.00 each

Furthermore, if Customer disconnects all service offered on this Agreement prior to the expiration of this Agreement, then a Contract Preparation Charge applies in the amount of \$293.00 in addition to applicable termination liability charges.

4. Unless otherwise specified in this Agreement, Service Connection Charges as specified in Section A4 of the GSST will apply.

All trademarks and service marks contained herein are the property of BellSouth Intellectual Property Corporation.

END OF ARRANGEMENT AGREEMENT OPTION 1

PRIVATE/PROPRIETARY
CONTAINS PRIVATE AND/OR PROPRIETARY INFORMATION. MAY NOT BE USED OR DISCLOSED OUTSIDE OF THE
BELLSOUTH COMPANIES EXCEPT PURSUANT TO A WRITTEN AGREEMENT.



**ADDENDUM
AGREEMENT**

Case Number KY05-L695-00

THE UNDERSIGNED PARTIES, BellSouth Telecommunications, Inc., a Georgia corporation, d/b/a BellSouth, ("Company") and Green River Motel Mgt ("Customer or Subscriber"), hereby agree, as acknowledged by their appropriate signatures as set out below, to amend and change Contract Service Arrangement (CSA) Agreement KY05-G959-01. This Addendum Agreement is based upon the following terms and conditions as well as any Attachment(s) affixed and the appropriate lawfully filed and approved tariffs which are by this reference incorporated herein.

Offer Expiration: This offer shall expire on: 4/19/2006.

1. Subscriber acknowledges that Subscriber has read and understands this Agreement and agrees to be bound by its terms and conditions. Subscriber further agrees that this Agreement, and any orders, constitute the complete and exclusive statement of the Agreement between the parties, superseding all proposals, representations, and/or prior agreements, oral or written, between the parties relating to the subject matter of the Agreement.
2. Acceptance of any order by Company is subject to Company credit and other approvals. Following order acceptance, if it is determined that: (i) the initial credit approval was based on inaccurate or incomplete information; or (ii) the customer's creditworthiness has significantly decreased, Company in its sole discretion reserves the right to cancel the order without liability or suspend the Order until accurate and appropriate credit approval requirements are established and accepted by Customer.
3. This Agreement is not binding upon Company until executed by an authorized employee, partner, or agent of Subscriber and Company. This Agreement may not be modified, amended, or superseded other than by a written instrument executed by both parties, approved by the appropriate Company organization, and incorporated into Company's mechanized system. The undersigned warrant and represent that they have the authority to bind Subscriber and Company to this Agreement.

PRIVATE/PROPRIETARY

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Page 1 of 5



ADDENDUM
AGREEMENT

Case Number KY05-L695-00

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be executed by their duly authorized representatives on the dates set forth below.

Accepted by:

Subscriber:
Green River Motel Mgt

By: [Signature]
Authorized Signature

Printed Name: Russell Dixon

Title: Owner

Date: 12/19/05

Company:
BellSouth Telecommunications, Inc.
By: BellSouth Telecommunications, Inc.

By: [Signature]
Authorized Signature

Printed Name: Beth Hixie

Title: Sales Mgr

Date: 12/20/05

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DEC-28-2005 WED 10:13 AM BELLSOUTH

FAX NO. 4

P. 04

DEC-20-2005 TUE 03:28 PM

FAX NO.

P. 03

ADDENDUM
AGREEMENT

Case Number KY05-L695-00
Option 1 of 1

This Agreement is subject to the approval of the Kentucky Public Service Commission. In the event the Commission should modify any rate or provision of this Agreement, the Customer will have the option of accepting the modification(s) or of canceling the Agreement. If accepted, billing will be rendered from the installation date.

Service description:

This Addendum provides for additional trunk services to the existing CSA for Business Lines and Trunks as part of Basic Local Exchange Service.

This Agreement is for a service period of twelve (12) months to be co-terminus with the existing CSA KY05-G959-01.

PRIVATE/PROPRIETARY

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P. 4

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DEC-20-2005 TUE 03:28 PM

FAX NO.

P. 04

**ADDENDUM
AGREEMENT**

Case Number KY05-L695-00
Option 1 of 1

RATES AND CHARGES

	<u>Rate Elements</u>	<u>Non-Recurring</u>	<u>Monthly Rate</u>	<u>USOC</u>
1	Long distance trunks connected to Telco toll switchboard, DDD or IDDD network	\$.00	\$27.00	TTTTB

Final Amount not to exceed original quote.

PRIVATE/PROPRIETARY

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P. 5

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**ADDENDUM
AGREEMENT**

Case Number KY05-L695-00
Option 1 of 1

RATES AND CHARGES

NOTES:

1. All rules and regulations of the General Subscriber Services Tariff (GSST) are applicable to this Agreement. The rate elements included herein have been specifically discounted. Other rate elements used in the provision of the service have not been listed, but may be found in the appropriate Company tariff.

2. Unless otherwise provided for in this Agreement, a Termination Liability Charge will be applicable if all or any part of the service is terminated prior to expiration of this Agreement. The applicable charge is dependent on the service period subscribed to and will be equal to the number of months remaining in the service period times the monthly rate provided under this Agreement. Two payment options are available:
- Continue paying the monthly rate for the remainder of the Agreement term, or
- Make a lump sum payment discounted by the current prime interest rate plus two percentage points.

3. Unless otherwise specified in this Agreement, Service Connection Charges as specified in Section A4 of the GSST will apply.

4. Nonrecurring charges associated with this Agreement shall not apply for new installations. However, unless otherwise provided for in this Agreement, if all or any part of the service is disconnected prior to the expiration of this Agreement, then the Subscriber will pay full nonrecurring charges that were waived at installation as identified below in addition to applicable termination liability charges:

Line Connection Charge, First Line	\$73.00 each
Line Connection Charge, Additional Lines	\$22.00 each

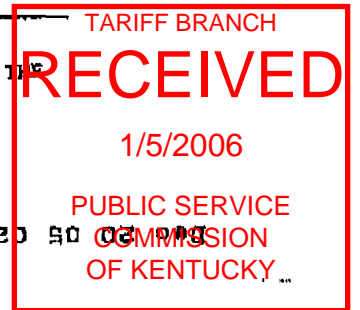
Furthermore, if Customer disconnects all service offered on this Agreement prior to the expiration of this Agreement, then a Contract Preparation Charge applies in the amount of \$348.00 in addition to applicable termination liability charges.

All trademarks and service marks contained herein are the property of BellSouth Intellectual Property Corporation.

END OF ARRANGEMENT AGREEMENT OPTION 1

PRIVATE/PROPRIETARY

CONTAINS PRIVATE AND/OR PROPRIETARY INFORMATION. MAY NOT BE USED OR DISCLOSED OUTSIDE THE BELL SOUTH COMPANIES EXCEPT PURSUANT TO A WRITTEN AGREEMENT.



**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-G959-01

This Contract Service Arrangement (CSA) Agreement ("Agreement") is by and between BellSouth Telecommunications, Inc., a Georgia corporation, d/b/a BellSouth, ("Company") and Green River Motel Management, LLC ("Customer or Subscriber"), and is entered into pursuant to Tariff Section A5 of the General Subscriber Services Tariff. This Agreement is based upon the following terms and conditions as well as any Attachment(s) affixed and the appropriate lawfully filed and approved tariffs which are by this reference incorporated herein.

1. Subscriber requests and Company agrees, subject to the terms and conditions herein, to provide the service described in this Agreement at the monthly and nonrecurring rates, charges, and conditions as described in this Agreement ("Service"). The rates, charges, and conditions described in this Agreement are binding upon Company and Subscriber for the duration of this Agreement. For the purposes of the effectiveness of the terms and conditions contained herein, this Agreement shall become effective upon execution by both parties. For purposes of the determination of any service period stated herein, said service period shall commence the date upon which installation of the service is completed.
2. Company agrees to provide Subscriber notice of any additional tariffed services required for the installation of the Service. Subscriber agrees to be responsible for all rates, charges and conditions for any additional tariffed services that are ordered by Subscriber.
3. This Agreement is subject to and controlled by the provisions of Company's or any of its affiliated companies' lawfully filed and approved tariffs, including but not limited to Section A2 of the General Subscriber Services Tariff and No. 2 of the Federal Communications Commission Tariff and shall include all changes to said tariffs as may be made from time to time. All appropriate tariff rates and charges shall be included in the provision of this service. Except for the expressed rates, charges, terms and conditions herein, in the event any part of this Agreement conflicts with the terms and conditions of Company's or any of its affiliated companies' lawfully filed and approved tariffs, the tariff shall control.
4. This Agreement may be subject to the appropriate regulatory approval prior to commencement of installation. Should such regulatory approval be denied, after a proper request by Company, this Agreement shall be null, void, and of no effect.
5. If Subscriber cancels this Agreement prior to the completed installation of the Service, but after the execution of this Agreement by Subscriber and Company, Subscriber shall pay all reasonable costs incurred in the implementation of this Agreement prior to receipt of written notice of cancellation by Company. Notwithstanding the foregoing, such reasonable costs shall not exceed all costs which would apply if the work in the implementation of this Agreement had been completed by Company.
6. The rates, charges, and conditions described in this Agreement may be based upon information supplied to Company by the Subscriber, including but not limited to forecasts of growth. If so, Subscriber agrees to be bound by the information provided to Company. Should Subscriber fail to meet its forecasted level of service requirements at any time during the term of this Agreement, Subscriber shall pay all reasonable costs associated with its failure to meet its projected service requirements.
7. (a) If Subscriber cancels this Agreement at any time prior to the expiration of the service period set forth in this Agreement, Subscriber shall be responsible for all termination charges. Unless otherwise specified by the tariff, termination charges are defined as all reasonable charges due or remaining as a result of the minimum service period agreed to by the Company and Subscriber and set forth in this Agreement.

PRIVATE/PROPRIETARY

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-G959-01

(b) Subscriber further acknowledges that it has options for its telecommunications services from providers other than Company and that it has chosen Company to provide the services in this Agreement. Accordingly, if Subscriber assigns this Agreement to a certified reseller of Company local services and the reseller executes a written document agreeing to assume all requirements of this Agreement, Subscriber will not be billed termination charges. However, Subscriber agrees that in the event it fails to meet its obligations under this Agreement or terminates this Agreement or services purchased pursuant to this Agreement in order to obtain services from a facilities based service provider or a service provider that utilizes unbundled network elements, Subscriber will be billed, as appropriate, termination charges as specified in this Agreement.

- 8. This Agreement shall be construed in accordance with the laws of the State of Kentucky.
- 9. Except as otherwise provided in this Agreement, notices required to be given pursuant to this Agreement shall be effective when received, and shall be sufficient if given in writing, hand delivered, or United States mail, postage prepaid, addressed to the appropriate party at the address set forth below. Either party hereto may change the name and address to whom all notices or other documents required under this Agreement must be sent at any time by giving written notice to the other party.

~~Company~~
 BellSouth Telecommunications, Inc.
 Assistant Vice President
 333 Commerce Street
 Nashville, TN 37201

Subscriber
 Green River Motel Management, LLC
 3032 Alvey Park Dr.
 Owensboro, KY 42303

- 10. Subscriber may not assign its rights or obligations under this Agreement without the express written consent of Company and only pursuant to the conditions contained in the appropriate tariff.
- 11. In the event that one or more of the provisions contained in this Agreement or incorporated within by reference shall be invalid, illegal, or unenforceable in any respect under any applicable statute, regulatory requirement or rule of law, then such provisions shall be considered inoperative to the extent of such invalidity, illegality, or unenforceability and the remainder of this Agreement shall continue in full force and effect.
- 12. Subscriber acknowledges that Subscriber has read and understands this Agreement and agrees to be bound by its terms and conditions. Subscriber further agrees that this Agreement, and any orders, constitute the complete and exclusive statement of the Agreement between the parties, superseding all proposals, representations, and/or prior agreements, oral or written, between the parties relating to the subject matter of the Agreement.
- 13. Acceptance of any order by Company is subject to Company credit and other approvals. Following order acceptance, if it is determined that: (i) the initial credit approval was based on inaccurate or incomplete information; or (ii) the customer's creditworthiness has significantly decreased, Company in its sole discretion reserves the right to cancel the order without liability or suspend the Order until accurate and appropriate credit approval requirements are established and accepted by Customer.
- 14. This Agreement is not binding upon Company until executed by an authorized employee, partner, or agent of Subscriber and Company. This Agreement may not be modified, amended, or superseded other than by a written instrument executed by both parties, approved by the appropriate Company

PRIVATE/PROPRIETARY

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-G959-01

organization, and incorporated into Company's mechanized system. The undersigned warrant and represent that they have the authority to bind Subscriber and Company to this Agreement.

PRIVATE/PROPRIETARY

CONTAINS PRIVATE AND/OR PROPRIETARY INFORMATION. MAY NOT BE USED OR DISCLOSED OUTSIDE THE BELLSOUTH COMPANIES EXCEPT PURSUANT TO A WRITTEN AGREEMENT.

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-G959-01
Option 1 of 1

This Agreement is subject to the approval of the Kentucky Public Service Commission. In the event the Commission should modify any rate or provision of this Agreement, the Customer will have the option of accepting the modification(s) or of canceling the Agreement. If accepted, billing will be rendered from the installation date.

Offer Expiration: This offer shall expire on: 3/8/2006.

Estimated service interval following acceptance date: Negotiable weeks.

Service description:

This Contract Service Arrangement (CSA) provides for Business Lines, Trunks and Channelized Trunks as part of Basic Local Exchange Service.

This Agreement is for a service period of twelve (12) months.

~~This Agreement shall be extended for additional one-year terms under the same terms and conditions herein unless either party provides written notice of its intent not to renew the Agreement at least sixty (60) days prior to the expiration of the initial term or each additional one-year term.~~

Customer Initials _____



PRIVATE/PROPRIETARY

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-G959-01
Option 1 of 1

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the dates set forth below.

Accepted by:

Subscriber:
Green River Motel Management, LLC

By: [Signature]
Authorized Signature

Printed Name: B Desai

Title: President

Date: 11-21-05

Company:
BellSouth Telecommunications, Inc.
By: BellSouth Telecommunications, Inc.

By: [Signature]
Authorized Signature

Printed Name: Andrew M Paddock

Title: Sales Mgr

Date: 11/30/05

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Page 5 of 9



**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-G959-01
Option 1 of 1

RATES AND CHARGES

	<u>Rate Elements</u>	<u>Non-Recurring</u>	<u>Monthly Rate</u>	<u>USOC</u>
1	Flat Rate Main Station Line Service, Business, Rate Group 3 -Per line	\$0.00	\$25.00	1FB
2	Flat Rate Main Station Line Service, Business-Caller ID compatible, Rate Group 3 -Per line (Caller ID feature must be ordered separately.)	\$0.00	\$25.00	1FBCL
3	Grouping Service, Individual line or trunk, Business Flat Rate, Rate Group 3 -Each individual line or trunk	\$0.00	\$0.00	HTG
4	Touch-Tone Calling Service, Individual and Two-Party Line Service, Business -Per line or PBX trunk	\$0.00	\$0.00	TTB
5	BellSouth® TouchStar® service, Individual Features, Business, Caller ID-Basic -Per line	\$0.00	\$0.00	NSD
6	BellSouth® TouchStar® service, Individual Features, Business, Caller ID - Deluxe (with ACR) -Per line	\$0.00	\$0.00	NXMCR
7	Trunk Lines, Business Trunk - Flat, Combination, Rate Group 3 -each	\$0.00	\$27.00	TTT
8	Touch-Tone Calling Service, Per Network Access Register, each	\$0.00	\$0.00	TTB
9	BellSouth Channelized Trunks, Basic	\$0.00	\$0.00	DCI

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-G959-01
Option 1 of 1

RATES AND CHARGES

Class of Service				
10	BellSouth Channelized Trunks, Combination/Two-Way Channel, Flat Rate, per Chann	\$.00	\$28.00	BCT2C
11	BellSouth Channelized Trunks, Combination, Two-Way, Telephone Number(s), Flat R	\$.00	\$0.20	BCT2T
12	BellSouth Channelized Trunks, 1.544 Mbps Access Line, per Access Line	\$.00	\$85.00	BCTL1
13	BellSouth Channelized Trunks, Local Channel, No Charge, Each Additional Half Mi	\$.00	\$.00	BCTL2
14	BellSouth Channelized Trunks, Service Installation and Rearrangement, Premise V	\$.00	\$.00	BCTPV
15	BellSouth Channelized Trunks, Service Interface, per Access Line	\$.00	\$165.00	BCTS1
16	BellSouth Channelized Trunks, Service Establishment, per Access Line	\$.00	\$.00	BCTSE

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Page 7 of 9

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 COMMISSION
 OF KENTUCKY

**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-G959-0)
Option 1 of 1

RATES AND CHARGES

NOTES:

1. All rules and regulations of the General Subscriber Services Tariff (GSST) are applicable to this Agreement. The rate elements included herein have been specifically discounted. Other rate elements used in the provision of the service have not been listed, but may be found in the appropriate Company tariff.

2. Unless otherwise provided for in this Agreement, a Termination Liability Charge will be applicable if all or any part of the service is terminated prior to expiration of this Agreement. The applicable charge is dependent on the service period subscribed to and will be equal to the number of months remaining in the service period times the monthly rate provided under this Agreement. Two payment options are available:

- Continue paying the monthly rate for the remainder of the Agreement term, or
- Make a lump sum payment discounted by the current prime interest rate plus two percentage points.

3. Unless otherwise specified in this Agreement, Service Connection Charges as specified in Section A4 of the GSST will apply.

4. Nonrecurring charges associated with this Agreement shall not apply for new installations. However, unless otherwise provided for in this Agreement, if all or any part of the service is disconnected prior to the expiration of this Agreement, then the Subscriber will pay full nonrecurring charges that were waived at installation as identified below in addition to applicable termination liability charges:

Line Connection Charge, First Line	\$ 73.00 each
Line Connection Charge, Additional Lines	\$ 22.00 each
BCT2C	\$ 7.00 each
BCT11	\$350.00
BCT1V	\$ 40.00
BCT51	\$225.00
BCT5E	\$575.00

Furthermore, if Customer disconnects all service offered on this Agreement prior to the expiration of this Agreement, then a Contract Preparation Charge applies in the amount of \$348.00 in addition to applicable termination liability charges.

5. In the event that a material change in Subscriber's business conditions jeopardizes Subscriber's ability to perform the terms and conditions stated herein, then Company and Subscriber both agree to make a good faith attempt to renegotiate any unfavorable term or condition. No change, amendment or modification to this agreement may be made without the mutual, prior and written consent of both parties and shall be consistent with the provisions of all applicable tariff(s).

6. Customer will be allowed to disconnect up to three business lines during the term of this contract without penalty.

PRIVATE/PROPRIETARY

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-G959-01

Option 1 of 1

All trademarks and service marks contained herein are the property of BellSouth Intellectual Property Corporation.

END OF ARRANGEMENT AGREEMENT OPTION 1

PRIVATE/PROPRIETARY

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Page 9 of 9



**ADDENDUM
AGREEMENT**

Case Number KY05-J601-00

THE UNDERSIGNED PARTIES, BellSouth Telecommunications, Inc., a Georgia corporation, d/b/a BellSouth, ("Company") and IBM (INTERNATIONAL BUSINESS MACHINES) ("Customer or Subscriber"), hereby agree, as acknowledged by their appropriate signatures as set out below, to amend and change Contract Service Arrangement (CSA) Agreement KY04-F042-00. This Addendum Agreement is based upon the following terms and conditions as well as any Attachment(s) affixed and the appropriate lawfully filed and approved tariffs which are by this reference incorporated herein.

Offer Expiration: This offer shall expire on: 1/11/2006.

1. Subscriber acknowledges that Subscriber has read and understands this Agreement and agrees to be bound by its terms and conditions. Subscriber further agrees that this Agreement, and any orders, constitute the complete and exclusive statement of the Agreement between the parties, superseding all proposals, representations, and/or prior agreements, oral or written, between the parties relating to the subject matter of the Agreement.
2. Acceptance of any order by Company is subject to Company credit and other approvals. Following order acceptance, if it is determined that: (i) the initial credit approval was based on inaccurate or incomplete information; or (ii) the customer's creditworthiness has significantly decreased, Company in its sole discretion reserves the right to cancel the order without liability or suspend the Order until accurate and appropriate credit approval requirements are established and accepted by Customer.
3. This Agreement is not binding upon Company until executed by an authorized employee, partner, or agent of Subscriber and Company. This Agreement may not be modified, amended, or superseded other than by a written instrument executed by both parties, approved by the appropriate Company organization, and incorporated into Company's mechanized system. The undersigned warrant and represent that they have the authority to bind Subscriber and Company to this Agreement.
4. This Agreement shall be extended for additional one-year terms under the same terms and conditions herein unless either party provides written notice of its intent not to renew the Agreement at least sixty (60) days prior to the expiration of the initial term or each additional one-year term.

PRIVATE/PROPRIETARY

CONTAINS PRIVATE AND/OR PROPRIETARY INFORMATION. MAY NOT BE USED OR DISCLOSED OUTSIDE THE BELLSOUTH COMPANIES EXCEPT PURSUANT TO A WRITTEN AGREEMENT.



ADDENDUM
AGREEMENT

Case Number KY05-J601-00

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be executed by their duly authorized representatives on the dates set forth below.

Accepted by:

Subscriber:
IBM (INTERNATIONAL BUSINESS MACHINES)

By: M Sillers
Authorized Signature

Printed Name: Matthew Sillers

Title: Relationship Manager

Date: 11/29/05

Company:
BellSouth Telecommunications, Inc.
By: BellSouth Business Systems, Inc.

By: [Signature]
Authorized Signature

Printed Name: John P. Gill

Title: Sales Director

Date: 12/1/2005

PRIVATE/PROPRIETARY

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COMMISSION
OF KENTUCKY

**ADDENDUM
AGREEMENT**

Case Number KY05-J601-00
Option 1 of 1

This Agreement is subject to the approval of the Kentucky Public Service Commission. In the event the Commission should modify any rate or provision of this Agreement, the Customer will have the option of accepting the modification(s) or of canceling the Agreement. If accepted, billing will be rendered from the installation date.

Service description:

This Addendum Agreement extends the Customer's existing Basic Local Exchange Service for twelve (12) months following completion of the original twelve (12) month term.

All terms and conditions of Contract Service Arrangement Agreement KY04-F042-00 apply to this Addendum Agreement unless modified herein.

PRIVATE/PROPRIETARY

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**ADDENDUM
AGREEMENT**

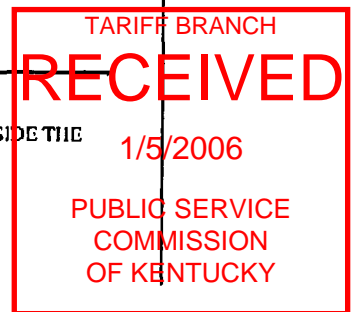
Case Number KY05-J601-00
Option I of 1

RATES AND CHARGES

	<u>Rate Elements</u>	<u>Non-Recurring</u>	<u>Monthly Rate</u>	<u>USOC</u>
1	There are no changes to the existing rate elements.	\$.00	\$.00	

PRIVATE/PROPRIETARY

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**ADDENDUM
AGREEMENT**

Case Number KY05-J601-00
Option 1 of 1

RATES AND CHARGES

NOTES:

The 'NOTES' section of the 'RATES AND CHARGES' page of Contract Service Arrangement Agreement KY04-F042-00 is modified as follows:

Note 3 is hereby replaced in its entirety by the following:

3. The rates set forth in this Agreement are based upon the Subscriber purchasing from Company a quantity of six hundred eighteen (618) flat rate Business Lines throughout the BellSouth region ("Minimum Quantity Requirement") within three (3) months of execution of this Agreement and maintaining this Minimum Quantity Requirement throughout the term of this Agreement. The Subscriber's total quantity of flat rate Business Lines will be reviewed by the Company on the three (3) month anniversary date of the signing of this Agreement and no less than annually on the anniversary date of the signing of this Agreement to determine if the Minimum Quantity Requirement has been met and is being maintained. Failure on the part of the Company to perform this review shall not be considered a waiver of this provision. Should the Minimum Quantity Requirement not be attained within the time period specified, or if it is not maintained at any time after the three (3) month anniversary date, then Customer shall be responsible for the Commitment Shortfall. The "Commitment Shortfall" shall be equal to the number of Business Lines below the Minimum Quantity Requirement times the rates set forth in this Agreement. In addition, the Subscriber will be charged all nonrecurring charges that were waived at installation of each Business Line that falls below the Minimum Quantity Requirement, as identified below:

Line Connection Charge, First Line	\$73.00 each
Line Connection Charge, Additional Lines	\$22.00 each

Furthermore, if Customer disconnects all service offered on this Agreement prior to the expiration of this Agreement, then a Contract Preparation Charge applies in the amount of \$342.00 in addition to Customer's obligation to pay the Commitment Shortfall for the remainder of the term of this Agreement.

All trademarks and service marks contained herein are the property of BellSouth Intellectual Property Corporation.

There are no other additions, deletions or changes to the above referenced Contract Service Arrangement Agreement included in this Addendum Agreement. All other terms and conditions as previously agreed and acknowledged remain unchanged and in full force.

END OF ARRANGEMENT AGREEMENT OPTION 1

PRIVATE/PROPRIETARY

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-K605-00

This Contract Service Arrangement (CSA) Agreement ("Agreement") is by and between BellSouth Telecommunications, Inc., a Georgia corporation, d/b/a BellSouth, ("Company") and Jewish Hospital and St Marys Healthcare ("Customer or Subscriber"), and is entered into pursuant to Tariff Section A5 of the General Subscriber Services Tariff. This Agreement is based upon the following terms and conditions as well as any Attachment(s) affixed and the appropriate lawfully filed and approved tariffs which are by this reference incorporated herein.

1. Subscriber requests and Company agrees, subject to the terms and conditions herein, to provide the service described in this Agreement at the monthly and nonrecurring rates, charges, and conditions as described in this Agreement ("Service"). The rates, charges, and conditions described in this Agreement are binding upon Company and Subscriber for the duration of this Agreement. For the purposes of the effectiveness of the terms and conditions contained herein, this Agreement shall become effective upon execution by both parties. For purposes of the determination of any service period stated herein, said service period shall commence the date upon which installation of the service is completed.
2. Company agrees to provide Subscriber notice of any additional tariffed services required for the installation of the Service. Subscriber agrees to be responsible for all rates, charges and conditions for any additional tariffed services that are ordered by Subscriber.
3. This Agreement is subject to and controlled by the provisions of Company's or any of its affiliated companies' lawfully filed and approved tariffs, including but not limited to Section A2 of the General Subscriber Services Tariff and No. 2 of the Federal Communications Commission Tariff and shall include all changes to said tariffs as may be made from time to time. All appropriate tariff rates and charges shall be included in the provision of this service. Except for the expressed rates, charges, terms and conditions herein, in the event any part of this Agreement conflicts with the terms and conditions of Company's or any of its affiliated companies' lawfully filed and approved tariffs, the tariff shall control.
4. This Agreement may be subject to the appropriate regulatory approval prior to commencement of installation. Should such regulatory approval be denied, after a proper request by Company, this Agreement shall be null, void, and of no effect.
5. If Subscriber cancels this Agreement prior to the completed installation of the Service, but after the execution of this Agreement by Subscriber and Company, Subscriber shall pay all reasonable costs incurred in the implementation of this Agreement prior to receipt of written notice of cancellation by Company. Notwithstanding the foregoing, such reasonable costs shall not exceed all costs which would apply if the work in the implementation of this Agreement had been completed by Company.
6. The rates, charges, and conditions described in this Agreement may be based upon information supplied to Company by the Subscriber, including but not limited to forecasts of growth. If so, Subscriber agrees to be bound by the information provided to Company. Should Subscriber fail to meet its forecasted level of service requirements at any time during the term of this Agreement, Subscriber shall pay all reasonable costs associated with its failure to meet its projected service requirements.
7. (a) If Subscriber cancels this Agreement at any time prior to the expiration of the service period set forth in this Agreement, Subscriber shall be responsible for all termination charges. Unless otherwise specified by the tariff, termination charges are defined as all reasonable charges due or remaining as a result of the minimum service period agreed to by the Company and Subscriber and set forth in this Agreement.

PRIVATE/PROPRIETARY

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Page 1 of 7



**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Casc Number KY05-K605-00

(b) Subscriber further acknowledges that it has options for its telecommunications services from providers other than Company and that it has chosen Company to provide the services in this Agreement. Accordingly, if Subscriber assigns this Agreement to a certified reseller of Company local services and the reseller executes a written document agreeing to assume all requirements of this Agreement, Subscriber will not be billed termination charges. However, Subscriber agrees that in the event it fails to meet its obligations under this Agreement or terminates this Agreement or services purchased pursuant to this Agreement in order to obtain services from a facilities based service provider or a service provider that utilizes unbundled network elements, Subscriber will be billed, as appropriate, termination charges as specified in this Agreement.

- 8. This Agreement shall be construed in accordance with the laws of the State of Kentucky.
- 9. Except as otherwise provided in this Agreement, notices required to be given pursuant to this Agreement shall be effective when received, and shall be sufficient if given in writing, hand delivered, or United States mail, postage prepaid, addressed to the appropriate party at the address set forth below. Either party hereto may change the name and address to whom all notices or other documents required under this Agreement must be sent at any time by giving written notice to the other party.

Company
 BellSouth Telecommunications, Inc.
 Assistant Vice President
 9100 Shelbyville Rd. Suite 300
 Louisville, KY 40222

Subscriber
 Jewish Hospital and St Marys Healthcare
 539 4th Avenue
 LOUISVILLE, KY 40202

- 10. Subscriber may not assign its rights or obligations under this Agreement without the express written consent of Company and only pursuant to the conditions contained in the appropriate tariff.
- 11. In the event that one or more of the provisions contained in this Agreement or incorporated within by reference shall be invalid, illegal, or unenforceable in any respect under any applicable statute, regulatory requirement or rule of law, then such provisions shall be considered inoperative to the extent of such invalidity, illegality, or unenforceability and the remainder of this Agreement shall continue in full force and effect.
- 12. Subscriber acknowledges that Subscriber has read and understands this Agreement and agrees to be bound by its terms and conditions. Subscriber further agrees that this Agreement, and any orders, constitute the complete and exclusive statement of the Agreement between the parties, superseding all proposals, representations, and/or prior agreements, oral or written, between the parties relating to the subject matter of the Agreement.
- 13. Acceptance of any order by Company is subject to Company credit and other approvals. Following order acceptance, if it is determined that: (i) the initial credit approval was based on inaccurate or incomplete information; or (ii) the customer's creditworthiness has significantly decreased, Company in its sole discretion reserves the right to cancel the order without liability or suspend the Order until accurate and appropriate credit approval requirements are established and accepted by Customer.
- 14. This Agreement is not binding upon Company until executed by an authorized employee, partner, or agent of Subscriber and Company. This Agreement may not be modified, amended, or superseded other than by a written instrument executed by both parties, approved by the appropriate Company

PRIVATE/PROPRIETARY

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-K605-00

organization, and incorporated into Company's mechanized system. The undersigned warrant and represent that they have the authority to bind Subscriber and Company to this Agreement.

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-K605-00

Option 2 of 5

This Agreement is subject to the approval of the Kentucky Public Service Commission. In the event the Commission should modify any rate or provision of this Agreement, the Customer will have the option of accepting the modification(s) or of canceling the Agreement. If accepted, billing will be rendered from the installation date.

Offer Expiration: This offer shall expire on: 3/31/2006.

Estimated service interval following acceptance date: Negotiable weeks.

Service description:

This Contract Service Arrangement (CSA) provides BellSouth® Metro Ethernet service.

This Agreement is for twenty-four (24) months.

Under this Agreement, this service may only be purchased by Customers whose traffic on this service will be at least 90% intrastate. Customer is responsible for complying with this requirement, and by ordering or accepting such service under this Agreement, Customer is representing to the Company that its traffic on the service will be at least 90% intrastate.

~~This Agreement shall be extended for additional one-year terms under the same terms and conditions herein unless either party provides written notice of its intent not to renew the Agreement at least sixty (60) days prior to the expiration of the initial term of each additional one-year term.~~

~~Customer Initials _____~~

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-K605-00
Option 2 of 5

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the dates set forth below.

Accepted by:

Subscriber:
Jewish Hospital and St Marys Healthcare

By: [Signature]
Authorized Signature

Printed Name: THOMAS E WITTMAN

Title: CFO

Date: 12/1/05

Company:
BellSouth Telecommunications, Inc.
By: BellSouth Business Systems, Inc.

By: [Signature]
Authorized Signature

Printed Name: [Signature]

Title: [Signature]

Date: 12/05/05

PRIVATE/PROPRIETARY

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PUBLIC SERVICE
COMMISSION
OF KENTUCKY

**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-K605-00
Option 2 of 5

RATES AND CHARGES

	<u>Rate Elements</u>	<u>Non-Recurring</u>	<u>Monthly Rate</u>	<u>LSOC</u>
1	BellSouth® Metro Ethernet Service, 10 Mbps Basic Connection, per connection	\$0.00	\$675.00	MTEBA
2	BellSouth® Metro Ethernet Service, 100 Mbps Basic Connection, per connection	\$0.00	\$1,350.00	MTEBB

PRIVATE/PROPRIETARY

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BELLSOUTH COMPANIES EXCEPT PURSUANT TO A WRITTEN AGREEMENT.



**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-K605-00
Option 2 of 5

RATES AND CHARGES

NOTES:

The Subscriber is liable for the revenues to the Company for the full term of this Agreement. If the Subscriber disconnects early, two payment options are available:

1. Continue paying the monthly rates for the remainder of the Agreement term, or
2. Make a lump sum payment discounted by the current prime interest rate plus two percentage points.

If facilities do not exist, special construction charges may apply.

All rules and regulations found in the BellSouth® Metro Ethernet tariff are applicable to this CSA.

These rates and charges are only valid if the Customer is served from a central office equipped for BellSouth® Metro Ethernet service, or can be extended to a central office equipped for BellSouth® Metro Ethernet service.

The following nonrecurring charges will not apply upon initial installation. However, if any of the service is disconnected prior to the expiration of this CSA, then Subscriber will pay full nonrecurring charges as identified below in addition to applicable termination liability.

<u>USOC</u>	<u>NONRECURRING CHARGE</u>
WGGVF-Contract Preparation Charge	\$ 201.00
MTEBA	\$1,000.00, each
MTEBB	\$1,500.00, each
MTEBC	\$2,000.00, each
MTEP3	\$1,000.00, each
MTEE3	\$1,000.00, each
MTEP4	\$1,250.00, each
MTEE4	\$1,250.00, each
MTEP5	\$1,250.00, each
MTEE5	\$1,250.00, each
MTEP6	\$1,500.00, each
MTEE6	\$1,500.00, each
MTEP7	\$1,750.00, each
MTEE7	\$1,750.00, each
MTEP8	\$1,750.00, each
MTEE8	\$1,750.00, each
MTEQF	\$ 500.00, each
MTESR	\$ 250.00, each

Registered trademark of BellSouth Intellectual Property Corporation

END OF ARRANGEMENT AGREEMENT OPTION 2

PRIVATE/PROPRIETARY

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-J864-00

This Contract Service Arrangement (CSA) Agreement ("Agreement") is by and between BellSouth Telecommunications, Inc., a Georgia corporation, d/b/a BellSouth, ("Company") and JEWISH HOSPITAL ("Customer or Subscriber"), and is entered into pursuant to Tariff Section A5 of the General Subscriber Services Tariff. This Agreement is based upon the following terms and conditions as well as any Attachment(s) affixed and the appropriate lawfully filed and approved tariffs which are by this reference incorporated herein.

1. Subscriber requests and Company agrees, subject to the terms and conditions herein, to provide the service described in this Agreement at the monthly and nonrecurring rates, charges, and conditions as described in this Agreement ("Service"). The rates, charges, and conditions described in this Agreement are binding upon Company and Subscriber for the duration of this Agreement. For the purposes of the effectiveness of the terms and conditions contained herein, this Agreement shall become effective upon execution by both parties. For purposes of the determination of any service period stated herein, said service period shall commence the date upon which installation of the service is completed.
2. Company agrees to provide Subscriber notice of any additional tariffed services required for the installation of the Service. Subscriber agrees to be responsible for all rates, charges and conditions for any additional tariffed services that are ordered by Subscriber.
3. This Agreement is subject to and controlled by the provisions of Company's or any of its affiliated companies' lawfully filed and approved tariffs, including but not limited to Section A2 of the General Subscriber Services Tariff and No. 2 of the Federal Communications Commission Tariff and shall include all changes to said tariffs as may be made from time to time. All appropriate tariff rates and charges shall be included in the provision of this service. Except for the expressed rates, charges, terms and conditions herein, in the event any part of this Agreement conflicts with the terms and conditions of Company's or any of its affiliated companies' lawfully filed and approved tariffs, the tariff shall control.
4. This Agreement may be subject to the appropriate regulatory approval prior to commencement of installation. Should such regulatory approval be denied, after a proper request by Company, this Agreement shall be null, void, and of no effect.
5. If Subscriber cancels this Agreement prior to the completed installation of the Service, but after the execution of this Agreement by Subscriber and Company, Subscriber shall pay all reasonable costs incurred in the implementation of this Agreement prior to receipt of written notice of cancellation by Company. Notwithstanding the foregoing, such reasonable costs shall not exceed all costs which would apply if the work in the implementation of this Agreement had been completed by Company.
6. The rates, charges, and conditions described in this Agreement may be based upon information supplied to Company by the Subscriber, including but not limited to forecasts of growth. If so, Subscriber agrees to be bound by the information provided to Company. Should Subscriber fail to meet its forecasted level of service requirements at any time during the term of this Agreement, Subscriber shall pay all reasonable costs associated with its failure to meet its projected service requirements.
7. (a) If Subscriber cancels this Agreement at any time prior to the expiration of the service period set forth in this Agreement, Subscriber shall be responsible for all termination charges. Unless otherwise specified by the tariff, termination charges are defined as all reasonable charges due or remaining as a result of the minimum service period agreed to by the Company and Subscriber and set forth in this Agreement.

PRIVATE/PROPRIETARY

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-J864-00

(b) Subscriber further acknowledges that it has options for its telecommunications services from providers other than Company and that it has chosen Company to provide the services in this Agreement. Accordingly, if Subscriber assigns this Agreement to a certified reseller of Company local services and the reseller executes a written document agreeing to assume all requirements of this Agreement, Subscriber will not be billed termination charges. However, Subscriber agrees that in the event it fails to meet its obligations under this Agreement or terminates this Agreement or services purchased pursuant to this Agreement in order to obtain services from a facilities based service provider or a service provider that utilizes unbundled network elements, Subscriber will be billed, as appropriate, termination charges as specified in this Agreement.

- 8 This Agreement shall be construed in accordance with the laws of the State of Kentucky
- 9 Except as otherwise provided in this Agreement, notices required to be given pursuant to this Agreement shall be effective when received, and shall be sufficient if given in writing, hand delivered, or United States mail, postage prepaid, addressed to the appropriate party at the address set forth below. Either party hereto may change the name and address to whom all notices or other documents required under this Agreement must be sent at any time by giving written notice to the other party

Company
 BellSouth Telecommunications, Inc.
 Assistant Vice President
 9100 Shelbyville Rd. Suite 300
 Louisville, KY 40222

Subscriber
 JEWISH HOSPITAL (ST. MARY'S HEALTHCARE SYSTEM)
 539 S. 4th Avenue
 LOUISVILLE, KY 40202

- 10. Subscriber may not assign its rights or obligations under this Agreement without the express written consent of Company and only pursuant to the conditions contained in the appropriate tariff
- 11 In the event that one or more of the provisions contained in this Agreement or incorporated within by reference shall be invalid, illegal, or unenforceable in any respect under any applicable statute, regulatory requirement or rule of law, then such provisions shall be considered inoperative to the extent of such invalidity, illegality, or unenforceability and the remainder of this Agreement shall continue in full force and effect.
- 12 Subscriber acknowledges that Subscriber has read and understands this Agreement and agrees to be bound by its terms and conditions. Subscriber further agrees that this Agreement, and any orders, constitute the complete and exclusive statement of the Agreement between the parties, superseding all proposals, representations, and/or prior agreements, oral or written, between the parties relating to the subject matter of the Agreement.
- 13 Acceptance of any order by Company is subject to Company credit and other approvals. Following order acceptance, if it is determined that: (i) the initial credit approval was based on inaccurate or incomplete information; or (ii) the customer's creditworthiness has significantly decreased, Company in its sole discretion reserves the right to cancel the order without liability or suspend the Order until accurate and appropriate credit approval requirements are established and accepted by Customer.
- 14 This Agreement is not binding upon Company until executed by an authorized employee, partner, or agent of Subscriber and Company. This Agreement may not be modified, amended, or superseded other than by a written instrument executed by both parties, approved by the appropriate Company

PRIVATE/PROPRIETARY

CONTAINS PRIVATE AND/OR PROPRIETARY INFORMATION. MAY NOT BE USED OR DISCLOSED OUTSIDE THE BELLSOUTH COMPANIES EXCEPT PURSUANT TO A WRITTEN AGREEMENT

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-1864-00

organization, and incorporated into Company's mechanized system. The undersigned warrant and represent that they have the authority to bind Subscriber and Company to this Agreement.

PRIVATE/PROPRIETARY

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-1864-00
Option 3 of 5

This Agreement is subject to the approval of the Kentucky Public Service Commission. In the event the Commission should modify any rate or provision of this Agreement, the Customer will have the option of accepting the modification(s) or of canceling the Agreement. If accepted, billing will be rendered from the installation date.

Offer Expiration: This offer shall expire on: 3/14/2006

Estimated service interval following acceptance date: Negotiable weeks.

Service description:

This Contract Service Arrangement (CSA) provides BellSouth® Metro Ethernet service.

This Agreement is for thirty-six (36) months.

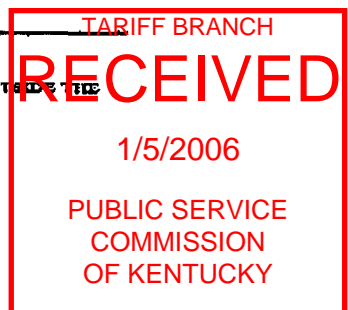
Under this Agreement, this service may only be purchased by Customers whose traffic on this service will be at least 90% intrastate. Customer is responsible for complying with this requirement, and by ordering or accepting such service under this Agreement, Customer is representing to the Company that its traffic on the service will be at least 90% intrastate

This Agreement shall be extended for additional one-year terms under the same terms and conditions herein unless either party provides written notice of its intent not to renew the Agreement at least sixty (60) days prior to the expiration of the initial term or each additional one-year term.

Customer Initials QSP

PRIVATE/PROPRIETARY

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-J864-00
Option 3 of 3

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the dates set forth below

Accepted by:

Subscriber:
JEWISH HOSPITAL & ST. MARY'S HEALTHCARE SYSTEM

By: [Signature]
Authorized Signature

Printed Name: DAVID C. KECORATI

Title: VP

Date: 12/1/05

Company:
BellSouth Telecommunications, Inc.
By: BellSouth Business Systems, Inc

By: [Signature]
Authorized Signature

Printed Name: [Signature]

Title: [Signature]

Date: 12/01/05

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**CONTRACT SERVICE ARRANGEMENT
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Case Number **KY05-J864-00**
Option 3 of 5

RATES AND CHARGES

NOTES:

The Subscriber is liable for the revenues to the Company for the full term of this Agreement. If the Subscriber disconnects early, two payment options are available:

1. Continue paying the monthly rates for the remainder of the Agreement term, or
2. Make a lump sum payment discounted by the current prime interest rate plus two percentage points.

If facilities do not exist, special construction charges may apply.

All rules and regulations found in the BellSouth® Metro Ethernet tariff are applicable to this CSA.

These rates and charges are only valid if the Customer is served from a central office equipped for BellSouth® Metro Ethernet service, or can be extended to a central office equipped for BellSouth® Metro Ethernet service.

The following nonrecurring charges will not apply upon initial installation. However, if any of the service is disconnected prior to the expiration of this CSA, then Subscriber will pay full nonrecurring charges as identified below in addition to applicable termination liability.

<u>USOC</u>	<u>NONRECURRING CHARGE</u>
WGGVF-Contract Preparation Charge	\$ 201.00
MTEBA	\$1,000.00, each
MTEBB	\$1,500.00, each
MTEBC	\$2,000.00, each
MTEP3	\$1,000.00, each
MTEE3	\$1,000.00, each
MTEP4	\$1,250.00, each
MTEE4	\$1,250.00, each
MTEP5	\$1,250.00, each
MTEE5	\$1,250.00, each
MTEP6	\$1,500.00, each
MTEE6	\$1,500.00, each
MTEP7	\$1,750.00, each
MTEE7	\$1,750.00, each
MTEP8	\$1,750.00, each
MTEE8	\$1,750.00, each
MTEDB	\$1,500.00, each
MTEDC	\$2,000.00, each
MTEQF	\$ 500.00, each
MTESR	\$ 250.00, each

Registered trademark of BellSouth Intellectual Property Corporation

END OF ARRANGEMENT AGREEMENT OPTION 3

PRIVATE/PROPRIETARY

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Quote Number: BBS051115095759
Customer: Jewish Hospital
Prepared By: Kevin Weilauf
Subject: BellSouth Metro Ethernet Service (KY)

Quote Detail

Description	QTY	USOC/Code	Installation	Monthly
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BellSouth Metro Ethernet Service (KY)

Location #1

Address: 539 S 4th Street

Serving CO: LSVLKYAPDS0 (502/582) - BellSouth Telecomm, Inc. - KY

Payment Term: 12 to 36 Months

Speed: 250 Mbps

Premium Connection - Fixed	1	MTEP7	\$1,750.00	\$2,250.00
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Metro Ethernet Wire Center: LSVLKYAP45W (0.2134 miles)

*Rates generated for Metro Ethernet will only be accurate if based on a Metro Ethernet Service Inquiry Response. The SI response will also advise if Special Construction charges will apply.

*Rates quoted for this product are based on Tariff Section A40.13 (GSST)

Custom Entry (KY)

Description: Custom Service Arrangement for Metro Ethernet, KY05-J864-00

Payment Term: 36 Months

*The Custom Entry portion of this quote has been manually entered and is subject to verification

Install waiver and term reduction	1	MTEP7	(\$1,750.00)	(\$562.50)
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Totals			\$0.00	\$1,687.50
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Circuit Location Information

Custom Entry (KY)

BellSouth Metro Ethernet Service (KY)

Location # 1 Jewish Hospital
 539 S 4th Street
 Louisville, KY

Prepared By: Kevin Weilauf (502) 327-5972
 Quote Number: BBS051115095759
 This Quote is valid 30 days from last revision date 11/15/2005. Federal, State and Local taxes included.
 The information contained in this proposal is proprietary to BellSouth and is offered solely for the purpose of evaluation. It may not be disclosed to third parties without prior written permission from BellSouth. This quote is subject to the availability of the services set forth above.

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-F308-01

This Contract Service Arrangement (CSA) Agreement ("Agreement") is by and between BellSouth Telecommunications, Inc., a Georgia corporation, d/b/a BellSouth, ("Company") and JOHNSON CONTROLS ("Customer or Subscriber"), and is entered into pursuant to Tariff Section A5 of the General Subscriber Services Tariff. This Agreement is based upon the following terms and conditions as well as any Attachment(s) affixed and the appropriate lawfully filed and approved tariffs which are by this reference incorporated herein.

1. Subscriber requests and Company agrees, subject to the terms and conditions herein, to provide the service described in this Agreement at the monthly and nonrecurring rates, charges, and conditions as described in this Agreement ("Service"). The rates, charges, and conditions described in this Agreement are binding upon Company and Subscriber for the duration of this Agreement. For the purposes of the effectiveness of the terms and conditions contained herein, this Agreement shall become effective upon execution by both parties. For purposes of the determination of any service period stated herein, said service period shall commence the date upon which installation of the service is completed.
2. Company agrees to provide Subscriber notice of any additional tariffed services required for the installation of the Service. Subscriber agrees to be responsible for all rates, charges and conditions for any additional tariffed services that are ordered by Subscriber.
3. This Agreement is subject to and controlled by the provisions of Company's or any of its affiliated companies' lawfully filed and approved tariffs, including but not limited to Section A2 of the General Subscriber Services Tariff and No. 2 of the Federal Communications Commission Tariff and shall include all changes to said tariffs as may be made from time to time. All appropriate tariff rates and charges shall be included in the provision of this service. Except for the expressed rates, charges, terms and conditions herein, in the event any part of this Agreement conflicts with the terms and conditions of Company's or any of its affiliated companies' lawfully filed and approved tariffs, the tariff shall control.
4. This Agreement may be subject to the appropriate regulatory approval prior to commencement of installation. Should such regulatory approval be denied, after a proper request by Company, this Agreement shall be null, void, and of no effect.
5. If Subscriber cancels this Agreement prior to the completed installation of the Service, but after the execution of this Agreement by Subscriber and Company, Subscriber shall pay all reasonable costs incurred in the implementation of this Agreement prior to receipt of written notice of cancellation by Company. Notwithstanding the foregoing, such reasonable costs shall not exceed all costs which would apply if the work in the implementation of this Agreement had been completed by Company.
6. The rates, charges, and conditions described in this Agreement may be based upon information supplied to Company by the Subscriber, including but not limited to forecasts of growth. If so, Subscriber agrees to be bound by the information provided to Company. Should Subscriber fail to meet its forecasted level of service requirements at any time during the term of this Agreement, Subscriber shall pay all reasonable costs associated with its failure to meet its projected service requirements.
7. (a) If Subscriber cancels this Agreement at any time prior to the expiration of the service period set forth in this Agreement, Subscriber shall be responsible for all termination charges. Unless otherwise specified by the tariff, termination charges are defined as all reasonable charges due or remaining as a result of the minimum service period agreed to by the Company and Subscriber and set forth in this Agreement.

PRIVATE/PROPRIETARY

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Page 1 of 23



**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-F308-01

(b) Subscriber further acknowledges that it has options for its telecommunications services from providers other than Company and that it has chosen Company to provide the services in this Agreement. Accordingly, if Subscriber assigns this Agreement to a certified reseller of Company local services and the reseller executes a written document agreeing to assume all requirements of this Agreement, Subscriber will not be billed termination charges. However, Subscriber agrees that in the event it fails to meet its obligations under this Agreement or terminates this Agreement or services purchased pursuant to this Agreement in order to obtain services from a facilities based service provider or a service provider that utilizes unbundled network elements, Subscriber will be billed, as appropriate, termination charges as specified in this Agreement.

8. This Agreement shall be construed in accordance with the laws of the state applicable to the Service provided hereunder.
9. Except as otherwise provided in this Agreement, notices required to be given pursuant to this Agreement shall be effective when received, and shall be sufficient if given in writing, hand delivered, or United States mail, postage prepaid, addressed to the appropriate party at the address set forth below. Either party hereto may change the name and address to whom all notices or other documents required under this Agreement must be sent at any time by giving written notice to the other party.

Company
BellSouth Telecommunications, Inc.
Assistant Vice President
9100 Shelbyville Road Ste 300
Louisville, KY 40202

Subscriber
JOHNSON CONTROLS
97 HUMBOLDT ST
ROCHESTER, NY 14609

10. Subscriber may not assign its rights or obligations under this Agreement without the express written consent of Company and only pursuant to the conditions contained in the appropriate tariff.
11. In the event that one or more of the provisions contained in this Agreement or incorporated within by reference shall be invalid, illegal, or unenforceable in any respect under any applicable statute, regulatory requirement or rule of law, then such provisions shall be considered inoperative to the extent of such invalidity, illegality, or unenforceability and the remainder of this Agreement shall continue in full force and effect.
12. Subscriber acknowledges that Subscriber has read and understands this Agreement and agrees to be bound by its terms and conditions. Subscriber further agrees that this Agreement, and any orders, constitute the complete and exclusive statement of the Agreement between the parties, superseding all proposals, representations, and/or prior agreements, oral or written, between the parties relating to the subject matter of the Agreement.
13. Acceptance of any order by Company is subject to Company credit and other approvals. Following order acceptance, if it is determined that: (i) the initial credit approval was based on inaccurate or incomplete information; or (ii) the customer's creditworthiness has significantly decreased, Company in its sole discretion reserves the right to cancel the order without liability or suspend the Order until accurate and appropriate credit approval requirements are established and accepted by Customer.
14. This Agreement is not binding upon Company until executed by an authorized employee, partner, or agent of Subscriber and Company. This Agreement may not be modified, amended, or superseded other than by a written instrument executed by both parties, approved by the appropriate Company

PRIVATE/PROPRIETARY

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**CONTRACT SERVICE ARRANGEMENT
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Case Number KY05-F308-01

organization, and incorporated into Company's mechanized system. The undersigned warrant and represent that they have the authority to bind Subscriber and Company to this Agreement.

PRIVATE/PROPRIETARY

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-F308-01
Option 1 of 1

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the dates set forth below.

Accepted by:

Subscriber:
JOHNSON CONTROLS

By: Leah Berger
Authorized Signature

Printed Name: Leah Berger

Title: Mgr. Voice Services

Date: 12-12-2005

Company:
BellSouth Telecommunications, Inc.
By: BellSouth Business Systems, Inc.

By: [Signature]
Authorized Signature

Printed Name: Robyn Lewis

Title: Sales Manager

Date: 12/13/05

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-F308-01
 Option 1 of 1

RATES AND CHARGES

	Rate Elements	Non-Recurring	Monthly Rate	USOC
1	BellSouth® Primary Rate ISDN Access Line, each (Note 2)	\$0.00	\$130.00	1LD1E
2	BellSouth® Primary Rate ISDN Interface, each - Voice/Data (Standard) (Note 2, 3)	\$0.00	\$375.00	PR71V
3	BellSouth® Primary Rate ISDN B-Channel, each - Voice/Data (Standard) (Note 2)	\$0.00	\$6.00	PR7BV
4	BellSouth® Primary Rate ISDN Telephone Numbers, per telephone number requested inward and 2-way	\$0.00	\$0.00	PR7TF
5	BellSouth® Primary Rate ISDN, Calling Name Delivery Feature, Per Primary Rate Interface	\$0.00	\$0.00	PR7CN
6	BellSouth® Primary Rate ISDN D-Channel - No Rate (Provisioning USOC)	\$0.00	\$0.00	PR7EX

PRIVATE/PROPRIETARY

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Case Number KY05-F308-01
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RATES AND CHARGES

NOTES:

SEE KENTUCKY ATTACHMENT.

END OF ARRANGEMENT AGREEMENT OPTION 1

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-F308-01
Option 1 of 1
Attachment 1

KENTUCKY ATTACHMENT

This Agreement is subject to the approval of the Kentucky Public Service Commission. In the event the Commission should modify any rate or provision of this Agreement, the Customer will have the option of accepting the modification(s) or of canceling the Agreement. If accepted, billing will be rendered from the installation date.

KENTUCKY AGREEMENT NOTES.

- 14. All rules and regulations for BellSouth® Primary Rate ISDN service as set forth in the General Subscriber Services Tariff (GSST) are applicable to this Agreement. The rate elements included herein have been specifically discounted. Other rate elements used in the provision of the service have not been listed, but may be found in the appropriate Company tariff. Examples of other rate elements are: FCC surcharges, regulatory fees, taxes, or charges for features ordered that are not listed in the Agreement.
- 15. The following nonrecurring charges will not apply upon initial installation. However, if the service is disconnected prior to the expiration of this CSA, then Subscriber will pay full nonrecurring charges as identified below in addition to applicable termination liability charges:

<u>USOC</u>	<u>Nonrecurring Charge</u>
Contract Preparation Charge	\$293.00
1LD1E	\$875.00, each
PR71V	\$110.00, each
PR7BV	\$ 5.00, each

- 16. Apply five End User Common Line Charges for each Primary Rate Interface.
- 17. In the event that a material change in Subscriber's business conditions jeopardizes Subscriber's ability to perform the terms and conditions stated herein, then Company and Subscriber both agree to make a good faith attempt to renegotiate any unfavorable term or condition. No change, amendment or modification to this agreement may be made without the mutual, prior and written consent of both parties and shall be consistent with the provisions of all applicable tariff(s).

All trademarks and service marks contained herein are the property of BellSouth Intellectual Property Corporation.

PRIVATE/PROPRIETARY
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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number GA05-L246-00

This Contract Service Arrangement (CSA) Agreement ("Agreement") is by and between BellSouth Telecommunications, Inc., a Georgia corporation, d/b/a BellSouth, ("Company") and JOS. A. BANK CLOTHIERS, INC. ("Customer or Subscriber"), and is entered into pursuant to Tariff Section A5 of the General Subscriber Services Tariff. This Agreement is based upon the following terms and conditions as well as any Attachment(s) affixed and the appropriate lawfully filed and approved tariffs which are by this reference incorporated herein.

1. Subscriber requests and Company agrees, subject to the terms and conditions herein, to provide the service described in this Agreement at the monthly and nonrecurring rates, charges, and conditions as described in this Agreement ("Service"). The rates, charges, and conditions described in this Agreement are binding upon Company and Subscriber for the duration of this Agreement. For the purposes of the effectiveness of the terms and conditions contained herein, this Agreement shall become effective upon execution by both parties. For purposes of the determination of any service period stated herein, said service period shall commence the date upon which installation of the service is completed.
2. Company agrees to provide Subscriber notice of any additional tariffed services required for the installation of the Service. Subscriber agrees to be responsible for all rates, charges and conditions for any additional tariffed services that are ordered by Subscriber.
3. This Agreement is subject to and controlled by the provisions of Company's or any of its affiliated companies' lawfully filed and approved tariffs, including but not limited to Section A2 of the General Subscriber Services Tariff and No. 2 of the Federal Communications Commission Tariff and shall include all changes to said tariffs as may be made from time to time. All appropriate tariff rates and charges shall be included in the provision of this service. Except for the expressed rates, charges, terms and conditions herein, in the event any part of this Agreement conflicts with the terms and conditions of Company's or any of its affiliated companies' lawfully filed and approved tariffs, the tariff shall control.
4. This Agreement may be subject to the appropriate regulatory approval prior to commencement of installation. Should such regulatory approval be denied, after a proper request by Company, this Agreement shall be null, void, and of no effect.
5. If Subscriber cancels this Agreement prior to the completed installation of the Service, but after the execution of this Agreement by Subscriber and Company, Subscriber shall pay all reasonable costs incurred in the implementation of this Agreement prior to receipt of written notice of cancellation by Company. Notwithstanding the foregoing, such reasonable costs shall not exceed all costs which would apply if the work in the implementation of this Agreement had been completed by Company.
6. The rates, charges, and conditions described in this Agreement may be based upon information supplied to Company by the Subscriber, including but not limited to forecasts of growth. If so, Subscriber agrees to be bound by the information provided to Company. Should Subscriber fail to meet its forecasted level of service requirements at any time during the term of this Agreement, Subscriber shall pay all reasonable costs associated with its failure to meet its projected service requirements.
7. (a) If Subscriber cancels this Agreement or a Service provided pursuant to this Agreement at any time prior to the expiration of the service period set forth in this Agreement, Subscriber shall be responsible for all termination charges. Unless otherwise specified by the tariff or stated elsewhere in this Agreement, termination charges are defined as fifty percent (50%) of the recurring charges due or remaining as a result of the minimum service period agreed to by the Company and Subscriber and set forth in this Agreement and any nonrecurring charges that were not applied upon installation as set forth in this Agreement.

PRIVATE/PROPRIETARY

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OF KENTUCKY

**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number GA05-L246-00

(b) Subscriber further acknowledges that it has options for its telecommunications services from providers other than Company and that it has chosen Company to provide the services in this Agreement. Accordingly, if Subscriber assigns this Agreement to a certified reseller of Company local services and the reseller executes a written document agreeing to assume all requirements of this Agreement, Subscriber will not be billed termination charges. However, Subscriber agrees that in the event it fails to meet its obligations under this Agreement or terminates this Agreement or services purchased pursuant to this Agreement in order to obtain services from a facilities based service provider or a service provider that utilizes unbundled network elements, Subscriber will be billed, as appropriate, termination charges as specified in this Agreement.

- 8. This Agreement shall be construed in accordance with the laws of the State of Georgia.
- 9. Except as otherwise provided in this Agreement, notices required to be given pursuant to this Agreement shall be effective when received, and shall be sufficient if given in writing, hand delivered, or United States mail, postage prepaid, addressed to the appropriate party at the address set forth below. Either party hereto may change the name and address to whom all notices or other documents required under this Agreement must be sent at any time by giving written notice to the other party.

Company
BellSouth Telecommunications, Inc.
Assistant Vice President
2180 Lake Boulevard
Atlanta, GA 30319

Subscriber
JOS. A. BANK CLOTHIERS, INC.
500 HANOVER PIKE
HAMPSTEAD, MD 21074

- 10. Subscriber may not assign its rights or obligations under this Agreement without the express written consent of Company and only pursuant to the conditions contained in the appropriate tariff.
- 11. In the event that one or more of the provisions contained in this Agreement or incorporated within by reference shall be invalid, illegal, or unenforceable in any respect under any applicable statute, regulatory requirement or rule of law, then such provisions shall be considered inoperative to the extent of such invalidity, illegality, or unenforceability and the remainder of this Agreement shall continue in full force and effect.
- 12. Subscriber acknowledges that Subscriber has read and understands this Agreement and agrees to be bound by its terms and conditions. Subscriber further agrees that this Agreement, and any orders, constitute the complete and exclusive statement of the Agreement between the parties, superseding all proposals, representations, and/or prior agreements, oral or written, between the parties relating to the subject matter of the Agreement.
- 13. Acceptance of any order by Company is subject to Company credit and other approvals. Following order acceptance, if it is determined that: (i) the initial credit approval was based on inaccurate or incomplete information; or (ii) the customer's creditworthiness has significantly decreased, Company in its sole discretion reserves the right to cancel the order without liability or suspend the Order until accurate and appropriate credit approval requirements are established and accepted by Customer.
- 14. This Agreement is not binding upon Company until executed by an authorized employee, partner, or agent of Subscriber and Company. This Agreement may not be modified, amended, or superseded other than by a written instrument executed by both parties, approved by the appropriate Company

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organization, and incorporated into Company's mechanized system. The undersigned warrant and represent that they have the authority to bind Subscriber and Company to this Agreement.

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number GA05-L246-00
Option 1 of 1

Offer Expiration: This offer shall expire on: 4/12/2006.

Estimated service interval following acceptance date: Negotiable weeks.

Service description:

This Contract Service Arrangement (CSA) provides for Business Lines as part of Basic Local Exchange Service.

This Agreement is for a service period of twenty-four (24) months.

This Agreement shall be extended for additional one-year terms under the same terms and conditions herein unless either party provides written notice of its intent not to renew the Agreement at least sixty (60) days prior to the expiration of the initial term or each additional one-year term.

Customer Initials: MAC

PRIVATE/PROPRIETARY

CONTAINS PRIVATE AND/OR PROPRIETARY INFORMATION. MAY NOT BE USED OR DISCLOSED OUTSIDE THE BELL SOUTH COMPANIES EXCEPT PURSUANT TO A WRITTEN AGREEMENT.

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number GA05-L246-00
Option 1 of 1

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the dates set forth below.

Accepted by:

Subscriber:

JOS. A. BANK CLOTHIERS, INC.

By: *[Signature]*
Authorized Signature

Printed Name: Michael A. Cesar

Title: Director of Store Operations

Date: December 14, 2005

Company:

BellSouth Telecommunications, Inc.

By: BellSouth Business Systems, Inc.

By: *[Signature]*
Authorized Signature

Printed Name: Kimberly Senior

Title: Sales V.P.

Date: 12/14/05

PRIVATE/PROPRIETARY

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-L254-00

Option 1 of 1

RATES AND CHARGES

	<u>Rate Elements</u>	<u>Non-Recurring</u>	<u>Monthly Rate</u>	<u>USOC</u>
1	Flat Rate Main Station Line Service, Business, Rate Group 5 -Per line	\$.00	\$25.00	1FB
2	Flat Rate Main Station Line Service, Business-Caller ID compatible, Rate Group 5 -Per line (Caller ID feature must be ordered separately.)	\$.00	\$.00	1FBCL
3	Grouping Service, Individual line or trunk, Business Flat Rate, Rate Group 5 -Each individual line or trunk	\$.00	\$.00	HTG
4	Touch-Tone Calling Service, Individual and Two-Party Line Service, Business -Per line or PBX trunk	\$.00	\$.00	TTB
5	BellSouth Business Plus® Service, Exchange Access Line, Individual Line, Option 1, Each line	\$.00	\$25.00	BK1
6	BellSouth Business Plus® Service, Exchange Access Line, Individual Line, Option 2, Each line	\$.00	\$25.00	BK2

PRIVATE/PROPRIETARY

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Page 9 of 22

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number GA05-L246-00
Option 1 of 1

RATES AND CHARGES

NOTES:

1. All rules and regulations of the General Subscriber Services Tariff (GSST) are applicable to this Agreement. The rate elements included herein have been specifically discounted. Other rate elements used in the provision of the service have not been listed, but may be found in the appropriate Company tariff.

2. Unless otherwise provided for in this Agreement, a Termination Liability Charge will be applicable if all or any part of the service is terminated prior to expiration of this Agreement. The applicable charge is dependent on the service period subscribed to and will be equal to the number of months remaining in the service period times the monthly rate provided under this Agreement. Two payment options are available:
- Continue paying the monthly rate for the remainder of the Agreement term, or
- Make a lump sum payment discounted by the current prime interest rate plus two percentage points.

3. Unless otherwise specified in this Agreement, Service Connection Charges as specified in Section A4 of the GSST will apply.

All trademarks and service marks contained herein are the property of BellSouth Intellectual Property Corporation.

END OF ARRANGEMENT AGREEMENT OPTION 1

PRIVATE/PROPRIETARY

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-L254-00

Option 1 of 1

Attachment 1**KENTUCKY ATTACHMENT**

This Agreement is subject to the approval of the Kentucky Public Service Commission. In the event the Commission should modify any rate or provision of this Agreement, the Customer will have the option of accepting the modification(s) or of canceling the Agreement. If accepted, billing will be rendered from the installation date.

RATES AND CHARGES**NOTES (continued)**

4. Nonrecurring charges associated with this Agreement shall not apply for new installations. However, unless otherwise provided for in this Agreement, if all or any part of the service is disconnected prior to the expiration of this Agreement, then the Subscriber will pay full nonrecurring charges that were waived at installation as identified below in addition to applicable termination liability charges:

Line Connection Charge, First Line	\$73.00 each
Line Connection Charge, Additional Lines	\$22.00 each

Furthermore, if Customer disconnects all service offered on this Agreement prior to the expiration of this Agreement, then a Contract Preparation Charge applies in the amount of \$347.00 in addition to applicable termination liability charges.

PRIVATE/PROPRIETARY

CONTAINS PRIVATE AND/OR PROPRIETARY INFORMATION. MAY NOT BE USED OR DISCLOSED OUTSIDE THE
BELLSOUTH COMPANIES EXCEPT PURSUANT TO A WRITTEN AGREEMENT.

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-K968-00

This Contract Service Arrangement (CSA) Agreement ("Agreement") is by and between BellSouth Telecommunications, Inc., a Georgia corporation, d/b/a BellSouth, ("Company") and LASON INC ("Customer or Subscriber"), and is entered into pursuant to Tariff Section A5 of the General Subscriber Services Tariff. This Agreement is based upon the following terms and conditions as well as any Attachment(s) affixed and the appropriate lawfully filed and approved tariffs which are by this reference incorporated herein.

1. Subscriber requests and Company agrees, subject to the terms and conditions herein, to provide the service described in this Agreement at the monthly and nonrecurring rates, charges, and conditions as described in this Agreement ("Service"). The rates, charges, and conditions described in this Agreement are binding upon Company and Subscriber for the duration of this Agreement. For the purposes of the effectiveness of the terms and conditions contained herein, this Agreement shall become effective upon execution by both parties. For purposes of the determination of any service period stated herein, said service period shall commence the date upon which installation of the service is completed.
2. Company agrees to provide Subscriber notice of any additional tariffed services required for the installation of the Service. Subscriber agrees to be responsible for all rates, charges and conditions for any additional tariffed services that are ordered by Subscriber.
3. This Agreement is subject to and controlled by the provisions of Company's or any of its affiliated companies' lawfully filed and approved tariffs, including but not limited to Section A2 of the General Subscriber Services Tariff and No. 2 of the Federal Communications Commission Tariff and shall include all changes to said tariffs as may be made from time to time. All appropriate tariff rates and charges shall be included in the provision of this service. Except for the expressed rates, charges, terms and conditions herein, in the event any part of this Agreement conflicts with the terms and conditions of Company's or any of its affiliated companies' lawfully filed and approved tariffs, the tariff shall control.
4. This Agreement may be subject to the appropriate regulatory approval prior to commencement of installation. Should such regulatory approval be denied, after a proper request by Company, this Agreement shall be null, void, and of no effect.
5. If Subscriber cancels this Agreement prior to the completed installation of the Service, but after the execution of this Agreement by Subscriber and Company, Subscriber shall pay all reasonable costs incurred in the implementation of this Agreement prior to receipt of written notice of cancellation by Company. Notwithstanding the foregoing, such reasonable costs shall not exceed all costs which would apply if the work in the implementation of this Agreement had been completed by Company.
6. The rates, charges, and conditions described in this Agreement may be based upon information supplied to Company by the Subscriber, including but not limited to forecasts of growth. If so, Subscriber agrees to be bound by the information provided to Company. Should Subscriber fail to meet its forecasted level of service requirements at any time during the term of this Agreement, Subscriber shall pay all reasonable costs associated with its failure to meet its projected service requirements.
7. (a) If Subscriber cancels this Agreement at any time prior to the expiration of the service period set forth in this Agreement, Subscriber shall be responsible for all termination charges. Unless otherwise specified by the tariff, termination charges are defined as all reasonable charges due or remaining as a result of the minimum service period agreed to by the Company and Subscriber and set forth in this Agreement.

PRIVATE/PROPRIETARY

CONTAINS PRIVATE AND/OR PROPRIETARY INFORMATION MAY NOT BE USED OR DISCLOSED OUTSIDE THE BELL SOUTH COMPANIES EXCEPT PURSUANT TO A WRITTEN AGREEMENT



**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-K968-00

(b) Subscriber further acknowledges that it has options for its telecommunications services from providers other than Company and that it has chosen Company to provide the services in this Agreement. Accordingly, if Subscriber assigns this Agreement to a certified reseller of Company local services and the reseller executes a written document agreeing to assume all requirements of this Agreement, Subscriber will not be billed termination charges. However, Subscriber agrees that in the event it fails to meet its obligations under this Agreement or terminates this Agreement or services purchased pursuant to this Agreement in order to obtain services from a facilities based service provider or a service provider that utilizes unbundled network elements, Subscriber will be billed, as appropriate, termination charges as specified in this Agreement.

- 8. This Agreement shall be construed in accordance with the laws of the State of Kentucky.
- 9. Except as otherwise provided in this Agreement, notices required to be given pursuant to this Agreement shall be effective when received, and shall be sufficient if given in writing, hand delivered, or United States mail, postage prepaid, addressed to the appropriate party at the address set forth below. Either party hereto may change the name and address to whom all notices or other documents required under this Agreement must be sent at any time by giving written notice to the other party.

Company
BellSouth Telecommunications, Inc.
Assistant Vice President
3196 Hwy 280 S., Room 319S
BIRMINGHAM, AL 35243

Subscriber
LASON INC
3600 Chamberlain Ln., Bldg. 300
Louisville, KY 40241

- 10. Subscriber may not assign its rights or obligations under this Agreement without the express written consent of Company and only pursuant to the conditions contained in the appropriate tariff.
- 11. In the event that one or more of the provisions contained in this Agreement or incorporated within by reference shall be invalid, illegal, or unenforceable in any respect under any applicable statute, regulatory requirement or rule of law, then such provisions shall be considered inoperative to the extent of such invalidity, illegality, or unenforceability and the remainder of this Agreement shall continue in full force and effect.
- 12. Subscriber acknowledges that Subscriber has read and understands this Agreement and agrees to be bound by its terms and conditions. Subscriber further agrees that this Agreement, and any orders, constitute the complete and exclusive statement of the Agreement between the parties, superseding all proposals, representations, and/or prior agreements, oral or written, between the parties relating to the subject matter of the Agreement.
- 13. Acceptance of any order by Company is subject to Company credit and other approvals. Following order acceptance, if it is determined that: (i) the initial credit approval was based on inaccurate or incomplete information; or (ii) the customer's creditworthiness has significantly decreased, Company in its sole discretion reserves the right to cancel the order without liability or suspend the Order until accurate and appropriate credit approval requirements are established and accepted by Customer.
- 14. This Agreement is not binding upon Company until executed by an authorized employee, partner, or agent of Subscriber and Company. This Agreement may not be modified, amended, or superseded other than by a written instrument executed by both parties, approved by the appropriate Company

PRIVATE/PROPRIETARY

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-K968-00

organization, and incorporated into Company's mechanized system. The undersigned warrant and represent that they have the authority to bind Subscriber and Company to this Agreement.

PRIVATE/PROPRIETARY

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-K968-00
Option 2 of 3

This Agreement is subject to the approval of the Kentucky Public Service Commission. In the event the Commission should modify any rate or provision of this Agreement, the Customer will have the option of accepting the modification(s) or of canceling the Agreement. If accepted, billing will be rendered from the installation date.

Offer Expiration: This offer shall expire on: 4/6/2006

Estimated service interval following acceptance date: Negotiable weeks.

Service description:

This Contract Service Arrangement (CSA) provides for BellSouth® Primary Rate ISDN – Voice/Data (Standard) service.

This Agreement provides for a service period of thirty-six (36) to forty-eight (48) months.

This Agreement is for 36 months.

This Agreement shall be extended for additional one-year terms under the same terms and conditions herein unless either party provides written notice of its intent not to renew the Agreement at least sixty (60) days prior to the expiration of the initial term or each additional one-year term.

Customer Initials LA

PRIVATE/PROPRIETARY

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-K968-00
Option 2 of 3

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the dates set forth below.

Accepted by:

Subscriber SYSTEMS
LASON INC

By [Signature]
Authorized Signature

Printed Name DUGLAS S KEARNEY

Title CEO

Date 12/8/05

Company
BellSouth Telecommunications, Inc.
By: BellSouth Telecommunications, Inc.

By [Signature]
Authorized Signature

Printed Name ROBERT DEAN TOLSON

Title MAN

Date 12-12-05

PRIVATE/PROPRIETARY

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-K968-00
Option 2 of 3

RATES AND CHARGES

	<u>Rate Elements</u>	<u>Non-Recurring</u>	<u>Monthly Rate</u>	<u>USOC</u>
1	BellSouth® Primary Rate ISDN Access Line, each	\$0.00	\$130.00	1LD1E
2	BellSouth® Primary Rate ISDN Interface, each - Voice/Data (Standard)	\$0.00	\$375.00	PR71V
3	BellSouth® Primary Rate ISDN B-Channels, each - Voice/Data (Standard)	\$0.00	\$8.00	PR7BV
4	Telephone Numbers for Flat Rate BellSouth® Primary Rate ISDN Voice/Data (Standard) - Per telephone number requested inward and 2-way	\$0.00	\$0.20	PR7TF
5	BellSouth® Primary Rate ISDN, Calling Name Delivery Feature - Per Primary Rate Interface	\$0.00	\$75.00	PR7CN

PRIVATE/PROPRIETARY

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-K968-00
Option 2 of 3

RATES AND CHARGES

NOTES:

1. All applicable rates and regulations for BellSouth® Primary Rate ISDN as set forth in the General Subscriber Services Tariff are in addition to the rates and regulations contained in this Contract Service Arrangement with the exception that volume discounts as outlined in the tariff do not apply.
2. A Termination Liability Charge is applicable if service is terminated prior to expiration of this Agreement. The applicable charge is dependent on the service period subscribed to and will be equal to the number of months remaining in the service period times the monthly rate provided under this Agreement.
3. The following nonrecurring charges will not apply upon initial installation. However, if all or any part of the service is disconnected prior to the expiration of this Agreement, then the Subscriber will pay full nonrecurring charges as identified below in addition to applicable termination liability charges:

PRI Access Line	1LD1E	\$875.00 each
PRI Interface, Voice/Data (Standard)	PR71V	\$110.00 each
PRI B-Channels, Voice/Data (Standard)	PR7BV	\$ 5.00 each

Furthermore, if Customer disconnects all service offered on this Agreement, then a Contract Preparation Charge applies in the amount of \$301.00 in addition to applicable termination liability charges.

4. Apply five End User Common Line Charges for each PRI Interface.
5. Other rate elements used in the provision of the service may not have been listed herein, but can be found in the appropriate BellSouth tariff.

All trademarks and service marks contained herein are the property of BellSouth Intellectual Property Corporation.

END OF ARRANGEMENT AGREEMENT OPTION 2

PRIVATE/PROPRIETARY

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**ADDENDUM
AGREEMENT**

Case Number KY05-K228-01

MASTER SERVICES AGREEMENT - ORDER ATTACHMENT FOR CSA SERVICES

This Order Attachment Agreement is Made Pursuant to the Master Services Agreement No. GA04-0308-00.

This Agreement is entered into pursuant to Tariff Section A5 of the General Subscriber Services Tariff.

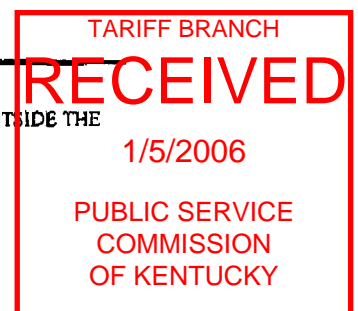
This Agreement is subject to the approval of the Kentucky Public Service Commission. In the event the Commission should modify any rate or provision of this Agreement, the Customer will have the option of accepting the modification(s) or of canceling the Agreement. If accepted, billing will be rendered from the installation date.

Offer Expiration: This offer shall expire on: 4/16/2006.

Customer's Billing Address:
LUXOTTICA GROUP
4000 MASON LUXOTTICA PLACE
MASON, OH 45040

PRIVATE/PROPRIETARY

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**ADDENDUM
AGREEMENT**

Case Number KY05-K228-01
Option 1 of 1

Estimated service interval following acceptance date: Negotiable weeks.

THE UNDERSIGNED PARTIES, BellSouth Telecommunications, Inc., a Georgia corporation, d/b/a BellSouth, ("Company") and LUXOTTICA GROUP ("Customer or Subscriber"), hereby agree, as acknowledged by their appropriate signatures as set out below, to amend and change Contract Service Arrangement (CSA) Agreement KY03-H730-04. This Addendum Agreement is based upon the following terms and conditions as well as any Attachment(s) affixed and the appropriate lawfully filed and approved tariffs which are by this reference incorporated herein.

Subscriber acknowledges that Subscriber has read and understands this Agreement and agrees to be bound by its terms and conditions. Subscriber further agrees that this Agreement, and any orders, constitute the complete and exclusive statement of the Agreement between the parties, superseding all proposals, representations, and/or prior agreements, oral or written, between the parties relating to the subject matter of the Agreement.

Acceptance of any order by Company is subject to Company credit and other approvals. Following order acceptance, if it is determined that: (i) the initial credit approval was based on inaccurate or incomplete information; or (ii) the customer's creditworthiness has significantly decreased, Company in its sole discretion reserves the right to cancel the order without liability or suspend the Order until accurate and appropriate credit approval requirements are established and accepted by Customer.

This Agreement is not binding upon Company until executed by an authorized employee, partner, or agent of Subscriber and Company. This Agreement may not be modified, amended, or superseded other than by a written instrument executed by both parties, approved by the appropriate Company organization, and incorporated into Company's mechanized system. The undersigned warrant and represent that they have the authority to bind Subscriber and Company to this Agreement.

PRIVATE/PROPRIETARY

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ADDENDUM
AGREEMENT

Case Number KY05-K228-01
Option 1 of 1

IN WITNESS WHEREOF, the Parties hereto have caused this Order Attachment to be executed by their respective duly authorized representatives on the date indicated below.

Accepted by:

Subscriber: RETAIL
LUXOTTICA GROUP

By: [Signature]
Authorized Signature

Printed Name: GAR GUNTER

Title: CIO

Date: 12/22/05

Company:
BellSouth Telecommunications, Inc.
By: BellSouth Business Systems, Inc.

By: [Signature]
Authorized Signature

Printed Name: Arthur J. Franks

Title: Assistant Vice President

Date: 12-23-05

PRIVATE/PROPRIETARY

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**ADDENDUM
AGREEMENT**

Case Number KY05-K228-01
Option 1 of 1

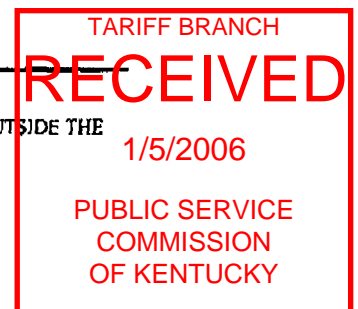
Service description:

This Addendum Agreement extends the Customer's existing Basic Local Exchange Service for twenty-four (24) months from the Company date of acceptance of this Addendum Agreement, adds a Business Downturn clause, increases the Minimum Quantity Requirement, and decreases various rates.

This Order Attachment replaces and supersedes in its entirety Order Attachment Case No. KY03-H730-04.

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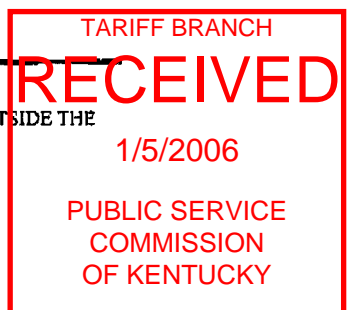
**ADDENDUM
AGREEMENT**Case Number KY05-K228-01
Option 1 of 1**RATES AND CHARGES**

	<u>Rate Elements</u>	<u>Non-Recurring</u>	<u>Monthly Rate</u>	<u>USQC</u>
1	Flat Rate Main Station Line Service, Business, All Rate Groups -Per line (Addendum to KY03-H730-04. Change rate element description and Monthly Rate.)	\$.00	\$24.26	1FB
2	Flat Rate Main Station Line Service, Business-Caller ID compatible, All Rate Groups -Per line (Caller ID feature must be ordered separately.) (Addendum to KY03-H730-04. Change rate element description and Monthly Rate.)	\$.00	\$24.26	1FBCL
3	Grouping Service, Individual line or trunk, Business Flat Rate, All Rate Groups -Each individual line or trunk (Addendum to KY03-H730-04. Change rate element description.)	\$.00	\$.00	HTG
4	Touch-Tone Calling Service, Individual and Two-Party Line Service, Business -Per line or PBX trunk (There are no changes to this existing rate element.)	\$.00	\$.00	TTB
5	BellSouth® TouchStar® service, Individual Features, Business, Call Return (denial of per use) (There are no changes to this existing rate element.)	\$.00	\$.00	BCR
6	BellSouth® TouchStar® service, Individual Features, Business, Repeat Dialing (denial of per use) (There are no changes to this existing rate element.)	\$.00	\$.00	BRD

PRIVATE/PROPRIETARY

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BELLSOUTH COMPANIES EXCEPT PURSUANT TO A WRITTEN AGREEMENT.

Page 5 of 8



ADDENDUM
AGREEMENT

Case Number KY05-K228-01
Option 1 of 1

RATES AND CHARGES

7	Custom Calling Services, Business/Business PBX, Individual Features, Call Waiting -Per central office line/trunk equipped (There are no changes to this existing rate element.)	\$.00	\$.00	ESX
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PRIVATE/PROPRIETARY

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BELLSOUTH COMPANIES EXCEPT PURSUANT TO A WRITTEN AGREEMENT.

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ADDENDUM
AGREEMENT

Case Number KY05-K228-01
Option 1 of 1

RATES AND CHARGES

NOTES:

The 'NOTES' section of the 'RATES AND CHARGES' pages of Contract Service Arrangement Agreement KY03-H730-04 is replaced in its entirety by the following:

1. All rules and regulations for Basic Local Exchange Service from Section A3 of the General Subscriber Services Tariff (GSST) are applicable to this Agreement. The rate elements included herein have been specifically discounted. Other rate elements used in the provision of the service have not been listed, but may be found in the appropriate Company tariff. Examples of other rate elements are: FCC surcharges, regulatory fees, taxes, or charges for features ordered that are not listed in the Agreement.
2. Unless otherwise specified in this Agreement, Service Connection Charges as specified in Section A4 of the GSST will apply.
3. This CSA and the rates set forth herein apply to Orders for the purchase of Business Lines from BellSouth Telecommunications, Inc. (BST) that are reported as regulated services by BST in accordance with the FCC's Part 32 'Uniform System of Accounts'.
4. The rates set forth in this Agreement are based upon the Subscriber purchasing from Company a quantity of one thousand six hundred (1,600) flat rate Business Lines throughout the BellSouth region ("Minimum Quantity Requirement") within three (3) months of execution of this Agreement and maintaining this Minimum Quantity Requirement throughout the term of this Agreement. The Subscriber's total quantity of flat rate Business Lines will be reviewed by the Company on the three (3) month anniversary date of the signing of this Agreement and no less than annually on the anniversary date of the signing of this Agreement to determine if the Minimum Quantity Requirement has been met and is being maintained. Failure on the part of the Company to perform this review shall not be considered a waiver of this provision. Should the Minimum Quantity Requirement not be attained within the time period specified, or if it is not maintained at any time after the three (3) month anniversary date, then Customer shall be responsible for the Commitment Shortfall. The "Commitment Shortfall" shall be equal to the number of Business Lines below the Minimum Quantity Requirement times the rates set forth in this Agreement. In addition, the Subscriber will be charged all nonrecurring charges that were waived at installation of each Business Line that falls below the Minimum Quantity Requirement, as identified below:

Line Connection Charge, First Line	\$73.00 each
Line Connection Charge, Additional Lines	\$22.00 each

Furthermore, if Customer disconnects all service offered on this Agreement prior to the expiration of this Agreement, then a Contract Preparation Charge applies in the amount of \$342.00 in addition to Customer's obligation to pay the Commitment Shortfall for the remainder of the term of this Agreement.

5. Business Downturn. In the event that a material change in Subscriber's business conditions jeopardizes Subscriber's ability to perform the terms and conditions stated herein, then Company and Subscriber both agree to make a good faith attempt to renegotiate any unfavorable term or condition. No change, amendment or modification to this Agreement may be made without the mutual, prior and written consent of both parties and shall be consistent with the provisions of all applicable tariff(s).

PRIVATE/PROPRIETARY

CONTAINS PRIVATE AND/OR PROPRIETARY INFORMATION. MAY NOT BE USED OR DISCLOSED OUTSIDE THE BELL SOUTH COMPANIES EXCEPT PURSUANT TO A WRITTEN AGREEMENT.



ADDENDUM
AGREEMENT

Case Number KY05-K228-01

Option 1 of 1

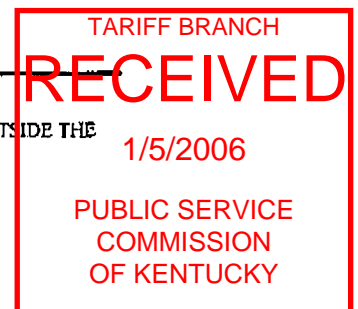
All trademarks and service marks contained herein are the property of BellSouth Intellectual Property Corporation.

There are no other additions, deletions or changes to the above referenced Contract Service Arrangement Agreement included in this Addendum Agreement. All other terms and conditions as previously agreed and acknowledged remain unchanged and in full force.

END OF ARRANGEMENT AGREEMENT OPTION 1

PRIVATE/PROPRIETARY

CONTAINS PRIVATE AND/OR PROPRIETARY INFORMATION, MAY NOT BE USED OR DISCLOSED OUTSIDE THE BELLSOUTH COMPANIES EXCEPT PURSUANT TO A WRITTEN AGREEMENT.



**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-D308-00

This Contract Service Arrangement (CSA) Agreement ("Agreement") is by and between BellSouth Telecommunications, Inc., a Georgia corporation, d/b/a BellSouth, ("Company") and MADISON COUNTY PUBLIC SCHOOLS (KY) ("Customer or Subscriber"), and is entered into pursuant to Tariff Section A5 of the General Subscriber Services Tariff. This Agreement is based upon the following terms and conditions as well as any Attachment(s) affixed and the appropriate lawfully filed and approved tariffs which are by this reference incorporated herein.

1. Subscriber requests and Company agrees, subject to the terms and conditions herein, to provide the service described in this Agreement at the monthly and nonrecurring rates, charges, and conditions as described in this Agreement ("Service"). The rates, charges, and conditions described in this Agreement are binding upon Company and Subscriber for the duration of this Agreement. For the purposes of the effectiveness of the terms and conditions contained herein, this Agreement shall become effective upon execution by both parties. For purposes of the determination of any service period stated herein, said service period shall commence the date upon which installation of the service is completed.
2. Company agrees to provide Subscriber notice of any additional tariffed services required for the installation of the Service. Subscriber agrees to be responsible for all rates, charges and conditions for any additional tariffed services that are ordered by Subscriber.
3. This Agreement is subject to and controlled by the provisions of Company's or any of its affiliated companies' lawfully filed and approved tariffs, including but not limited to Section A.2 of the General Subscriber Services Tariff and No. 2 of the Federal Communications Commission Tariff and shall include all changes to said tariffs as may be made from time to time. All appropriate tariff rates and charges shall be included in the provision of this service. Except for the expressed rates, charges, terms and conditions herein, in the event any part of this Agreement conflicts with the terms and conditions of Company's or any of its affiliated companies' lawfully filed and approved tariffs, the tariff shall control.
4. This Agreement may be subject to the appropriate regulatory approval prior to commencement of installation. Should such regulatory approval be denied, after a proper request by Company, this Agreement shall be null, void, and of no effect.
5. If Subscriber cancels this Agreement prior to the completed installation of the Service, but after the execution of this Agreement by Subscriber and Company, Subscriber shall pay all reasonable costs incurred in the implementation of this Agreement prior to receipt of written notice of cancellation by Company. Notwithstanding the foregoing, such reasonable costs shall not exceed all costs which would apply if the work in the implementation of this Agreement had been completed by Company.
6. The rates, charges, and conditions described in this Agreement may be based upon information supplied to Company by the Subscriber, including but not limited to forecasts of growth. If so, Subscriber agrees to be bound by the information provided to Company. Should Subscriber fail to meet its forecasted level of service requirements at any time during the term of this Agreement, Subscriber shall pay all reasonable costs associated with its failure to meet its projected service requirements.

PRIVATE/PROPRIETARY

CONTAINS PRIVATE AND/OR PROPRIETARY INFORMATION. MAY NOT BE USED OR DISCLOSED OUTSIDE THE BELLSOUTH COMPANIES EXCEPT PURSUANT TO A WRITTEN AGREEMENT.

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2005-D308-0005
OF KENTUCKY

**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-D308-00

7. (a) If Subscriber cancels this Agreement at any time prior to the expiration of the service period set forth in this Agreement, Subscriber shall be responsible for all termination charges. Unless otherwise specified by the tariff, termination charges are defined as all reasonable charges due or remaining as a result of the minimum service period agreed to by the Company and Subscriber and set forth in this Agreement.

(b) Subscriber further acknowledges that it has options for its telecommunications services from providers other than Company and that it has chosen Company to provide the services in this Agreement. Accordingly, if Subscriber assigns this Agreement to a certified reseller of Company local services and the reseller executes a written document agreeing to assume all requirements of this Agreement, Subscriber will not be billed termination charges. However, Subscriber agrees that in the event it fails to meet its obligations under this Agreement or terminates this Agreement or services purchased pursuant to this Agreement in order to obtain services from a facilities based service provider or a service provider that utilizes unbundled network elements, Subscriber will be billed, as appropriate, termination charges as specified in this Agreement.

8. This Agreement shall be construed in accordance with the laws of the State of Kentucky.

9. Except as otherwise provided in this Agreement, notices required to be given pursuant to this Agreement shall be effective when received, and shall be sufficient if given in writing, hand delivered, or United States mail, postage prepaid, addressed to the appropriate party at the address set forth below. Either party hereto may change the name and address to whom all notices or other documents required under this Agreement must be sent at any time by giving written notice to the other party.

Company
BellSouth Telecommunications, Inc.
Assistant Vice President
1007 Emerald Place
Evans, GA 30809

Subscriber
MADISON COUNTY PUBLIC SCHOOLS (KY)
PO BOX 768
RICHMOND, KY 40476

10. Subscriber may not assign its rights or obligations under this Agreement without the express written consent of Company and only pursuant to the conditions contained in the appropriate tariff.

11. In the event that one or more of the provisions contained in this Agreement or incorporated within by reference shall be invalid, illegal, or unenforceable in any respect under any applicable statute, regulatory requirement or rule of law, then such provisions shall be considered inoperative to the extent of such invalidity, illegality, or unenforceability and the remainder of this Agreement shall continue in full force and effect.

12. Subscriber acknowledges that Subscriber has read and understands this Agreement and agrees to be bound by its terms and conditions. Subscriber further agrees that this Agreement, and

PRIVATE/PROPRIETARY

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CONTRACT SERVICE ARRANGEMENT AGREEMENT Case Number KY05-D308-00

any orders, constitute the complete and exclusive statement of the Agreement between the parties, superseding all proposals, representations, and/or prior agreements, oral or written, between the parties relating to the subject matter of the Agreement.

- 13. Acceptance of any order by Company is subject to Company credit and other approvals. Following order acceptance, if it is determined that: (i) the initial credit approval was based on inaccurate or incomplete information; or (ii) the customer's creditworthiness has significantly decreased, Company in its sole discretion reserves the right to cancel the order without liability or suspend the Order until accurate and appropriate credit approval requirements are established and accepted by Customer.
- 14. This Agreement is not binding upon Company until executed by an authorized employee, partner, or agent of Subscriber and Company. This Agreement may not be modified, amended, or superseded other than by a written instrument executed by both parties, approved by the appropriate Company organization, and incorporated into Company's mechanized system. The undersigned warrant and represent that they have the authority to bind Subscriber and Company to this Agreement.

PRIVATE/PROPRIETARY

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-D308-00

Option 1 of 1

This Agreement is subject to the approval of the Kentucky Public Service Commission. In the event the Commission should modify any rate or provision of this Agreement, the Customer will have the option of accepting the modification(s) or of canceling the Agreement. If accepted, billing will be rendered from the installation date.

Offer Expiration: This offer shall expire on: 12/22/2005.

Estimated service interval following acceptance date: Negotiable weeks.

Service description:

Contract Service Arrangement to provide rates and charges for BellSouth® Centrex service served from a SFSS central office.

This Agreement is for a service period of twenty-four (24) months.

®BellSouth is a registered trademark of BellSouth Intellectual Property Corporation.

This Agreement shall be extended for additional one-year terms under the same terms and conditions herein unless either party provides written notice of its intent not to renew the Agreement at least sixty (60) days prior to the expiration of the initial term or each additional one-year term.

Customer Initials Amc

PRIVATE/PROPRIETARY

CONTAINS PRIVATE AND/OR PROPRIETARY INFORMATION. MAY NOT BE USED OR DISCLOSED OUTSIDE THE BELLSOUTH COMPANIES EXCEPT PURSUANT TO A WRITTEN AGREEMENT.

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Technology Dept.



**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-D308-00

Option 1 of 1

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the dates set forth below.

Accepted by:

Subscriber:
MADISON COUNTY PUBLIC SCHOOLS (KY)

By: B. Michael Caldwell
Authorized Signature

Printed Name: B. MICHAEL CALDWELL

Title: Superintendent

Date: 10/14/05

Company:
BellSouth Telecommunications, Inc.
By: ITellSouth Business Systems, Inc.

By: J. Marshall
Authorized Signature

Printed Name: Jim Marshall

Title: Mgr - Ky

Date: 11/21/05

PRIVATE/PROPRIETARY

CONTAINS PRIVATE AND/OR PROPRIETARY INFORMATION. MAY NOT BE USED OR DISCLOSED OUTSIDE OF THE BELL SOUTHERN COMPANIES EXCEPT PURSUANT TO A WRITTEN AGREEMENT.

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-D308-00
Option 1 of 1

RATES AND CHARGES

	Rate Elements	Non-Recurring	Monthly Rate	USOC
1	BellSouth® Centrex service, Payment Plan 3, Standard common equipment, each	\$.00	\$270.00	MIACS
2	BellSouth® Centrex service, Payment Plan 3, Common equipment customized by the Company at the subscriber's request, each	\$.00	\$270.00	MIACC
3	BellSouth® Centrex service, Standard Features, per station line, each	\$.00	\$3.95	CENAA
4	BellSouth® Centrex service, Payment Plan 3, Station Links, Flat Rate, each	\$.00	\$10.05	M4LFA
5	BellSouth® Centrex service, Payment Plan 3, Station Links for 800 Service Termination, Flat Rate, each	\$.00	\$10.05	M4LFB
6	BellSouth® Centrex service, Payment Plan 3, Station Links Equipped with Caller ID, Flat Rate, each	\$.00	\$10.05	M4LFH
7	BellSouth® Centrex service, Payment Plan 3, Station Links for Provision in a Different Serving Wire Center, Flat Rate, each	\$.00	\$10.05	M4LFM
8	BellSouth® Centrex service, Payment Plan 3, Station Links for Provision in a Different Serving Wire Center for 800 service Termination, Flat Rate, each	\$.00	\$10.05	M4LFZ
9	BellSouth® Centrex service, Payment Plan 3, Station Links Termination on MegaLink® service, LightGate® service, or Equivalent Services, Flat Rate, each	\$.00	\$.00	M4LFX
10	BellSouth® Centrex service, Payment Plan 3, Station Links Termination on MegaLink® service, LightGate® service, or Equivalent Services for 800 service Termination, Flat Rate, each	\$.00	\$.00	M4LFX
11	BellSouth® Centrex service, Payment Plan 3, Bridged Links, located on different	\$.00	\$10.05	MIFNX

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OF KENTUCKY

**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-D308-00
Option 1 of 1

RATES AND CHARGES

	premises from station link on non-continuous property, each			
12	BellSouth® Centrex service, Payment Plan 3, Bridged Links, located on different premises from station link on same continuous property, each	\$0.00	\$10.05	M1FCX
13	BellSouth® Centrex service, Payment Plan 3, Extended Bridged Links, extended to different premises, different serving wire center, each	\$0.00	\$10.05	M1FEX
14	BellSouth® Centrex service, Assumed Dial 9, per system	\$0.00	\$1.10	M2DDA
15	BellSouth® Centrex service, Network Access Register (NAR) Package, per NAR, Both-way, Flat Rate	\$0.00	\$18.00	M9QCX
16	BellSouth® Centrex service, Network Access Register (NAR) Package, per NAR, One-way Inward, Flat Rate	\$0.00	\$18.00	M9Q1X
17	BellSouth® Centrex service, Network Access Register (NAR) Package, per NAR, One-way Outward, Flat Rate	\$0.00	\$18.00	M9QOX
18	Grouping Service, Business, per NAR made rotary	\$0.00	\$0.00	H1G

PRIVATE/PROPRIETARY

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-D308-00
Option 1 of 1

RATES AND CHARGES

NOTES:

1. Other rate elements used in the provision of this service may not be listed herein, however, can be found in the appropriate BellSouth Tariffs.

2. Payment Plan designation is for provisioning purposes only.

3. The appropriate tariff notes associated with each rate element apply as specified in the GSST.

4. The following non-recurring charges will not apply for stations added initially and subsequent to the initial installation. However, if the BellSouth® Centrex system is disconnected prior to the expiration of the C.S.A., then the Subscriber will pay full non-recurring charges as identified below. The Customer is not liable for nonrecurring charges waived prior to the term of this Agreement. These charges are in addition to any applicable termination liability charges:

Contract Preparation Charge (single charge)	\$293.00
BellSouth® Centrex features (USOC CENAA), each	\$ 19.50
Line Connection, first	\$ 73.00
Line Connection, Additional	\$ 22.00

®BellSouth is a registered trademark of BellSouth Intellectual Property Corporation.

END OF ARRANGEMENT AGREEMENT OPTION 1

PRIVATE/PROPRIETARY

CONTAINS PRIVATE AND/OR PROPRIETARY INFORMATION. MAY NOT BE USED OR DISCLOSED OUTSIDE OF THE BELL SOUTHWESTERN TELEPHONE COMPANY OR ANY OF ITS BELL SOUTHWESTERN TELEPHONE COMPANY AFFILIATES EXCEPT PURSUANT TO A WRITTEN AGREEMENT.

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Technology Dept.



**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-0772-00

(b) Subscriber further acknowledges that it has options for its telecommunications services from providers other than Company and that it has chosen Company to provide the services in this Agreement. Accordingly, if Subscriber assigns this Agreement to a certified reseller of Company local services and the reseller executes a written document agreeing to assume all requirements of this Agreement, Subscriber will not be billed termination charges. However, Subscriber agrees that in the event it fails to meet its obligations under this Agreement or terminates this Agreement or services purchased pursuant to this Agreement in order to obtain services from a facilities based service provider or a service provider that utilizes unbundled network elements, Subscriber will be billed, as appropriate, termination charges as specified in this Agreement.

8. This Agreement shall be construed in accordance with the laws of the State of Kentucky.
9. Except as otherwise provided in this Agreement, notices required to be given pursuant to this Agreement shall be effective when received, and shall be sufficient if given in writing, hand delivered, or United States mail, postage prepaid, addressed to the appropriate party at the address set forth below. Either party hereto may change the name and address to whom all notices or other documents required under this Agreement must be sent at any time by giving written notice to the other party.

Company

BellSouth Telecommunications, Inc.
Assistant Vice President
9100 Shelbyville Rd. Ste 300
Louisville, KY 40222

Subscriber

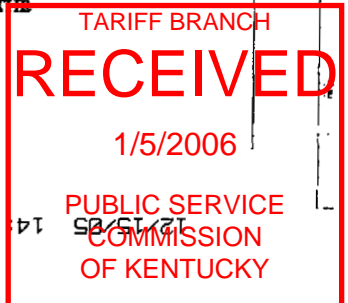
MILES ENTERPRISES
PO BOX 22879
OWENSBORO, KY 42304

10. Subscriber may not assign its rights or obligations under this Agreement without the express written consent of Company and only pursuant to the conditions contained in the appropriate tariff.
11. In the event that one or more of the provisions contained in this Agreement or incorporated within by reference shall be invalid, illegal, or unenforceable in any respect under any applicable statute, regulatory requirement or rule of law, then such provisions shall be considered inoperative to the extent of such invalidity, illegality, or unenforceability and the remainder of this Agreement shall continue in full force and effect.
12. Subscriber acknowledges that Subscriber has read and understands this Agreement and agrees to be bound by its terms and conditions. Subscriber further agrees that this Agreement, and any orders, constitute the complete and exclusive statement of the Agreement between the parties, superseding all proposals, representations, and/or prior agreements, oral or written, between the parties relating to the subject matter of the Agreement.
13. Acceptance of any order by Company is subject to Company credit and other approvals. Following order acceptance, if it is determined that: (i) the initial credit approval was based on inaccurate or incomplete information; or (ii) the customer's creditworthiness has significantly decreased, Company in its sole discretion reserves the right to cancel the order without liability or suspend the Order until accurate and appropriate credit approval requirements are established and accepted by Customer.
14. This Agreement is not binding upon Company until executed by an authorized employee, partner, or agent of Subscriber and Company. This Agreement may not be modified, amended, or superseded other than by a written instrument executed by both parties, approved by the appropriate Company

PRIVATE/PROPRIETARY

CONTAINS PRIVATE AND/OR PROPRIETARY INFORMATION. MAY NOT BE USED OR DISCLOSED OUTSIDE THE BELL SOUTH COMPANIES EXCEPT PURSUANT TO A WRITTEN AGREEMENT.

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-0772-00

Option 1 of 1

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the dates set forth below.

Accepted by:

Subscriber:
MILES ENTERPRISES

By: [Signature]
Authorized Signature

Printed Name: Greg Woodall

Title: IT Mgr

Date: 12/14/05

Company:
BellSouth Telecommunications, Inc.
By: BellSouth Business Systems, Inc.

By: [Signature]
Authorized Signature

Printed Name: [Signature]

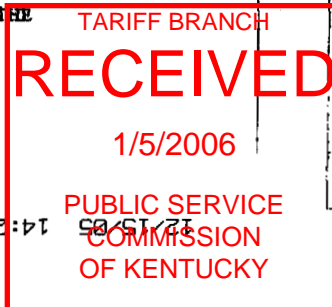
Title: [Signature]

Date: 12/14/05

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-G772-00
Option 1 of 1

RATES AND CHARGES

	<u>Rate Elements</u>	<u>Non-Recurring</u>	<u>Monthly Rate</u>	<u>USOC</u>
1	One-Time Charge for Service Establishment	\$00	\$00	MGLSE
2	One-Time Charge for Premise Visit	\$00	\$00	MGLPV
3	MegaLink Local Channel, First 1/2 Mile	\$00	\$75.00	ILDPAZ
4	MegaLink Local Channel, Each Additional 1/2 Mile	\$00	\$10.00	ILDPA

PRIVATE/PROPRIETARY

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-G772-00
Option 1 of 1

RATES AND CHARGES

NOTES:

All applicable rates and regulations for this service as set forth in the Private Line Services Tariff and the General Subscriber Service Tariff are in addition to the rates and regulations contained in this CSA.

The following nonrecurring charges will not apply upon initial installation. However, if any of the service is disconnected prior to the expiration of this CSA, then Subscriber will pay full nonrecurring charges as identified below in addition to applicable termination liability.

<u>USOC</u>	<u>NONRECURRING CHARGE</u>
WGGVF-Contract Preparation Charge	\$ 342.00
MGLSE	\$ 600.00, each
1LDPZ	\$ 300.00, each
MGLPV	\$ 35.00, each
1LNO1	\$ 125.00, each
1LNO2	\$ 125.00, each
1LNO3	\$ 125.00, each

These rates and charges include the rate elements that have been specifically discounted. Other rate elements that are used in the provision of the service may not have been listed but can be found in the appropriate BellSouth tariff.

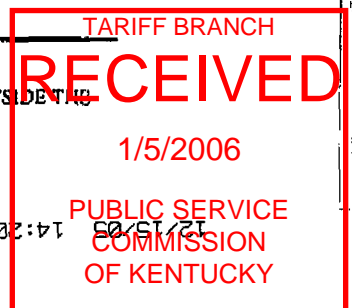
All trademarks and service marks contained herein are the property of BellSouth Intellectual Property Corporation.

END OF ARRANGEMENT AGREEMENT OPTION 1

PRIVATE/PROPRIETARY

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Page 7 of 7



**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-J886-01

This Contract Service Arrangement (CSA) Agreement ("Agreement") is by and between BellSouth Telecommunications, Inc., a Georgia corporation, d/b/a BellSouth, ("Company") and OWENSBORO MEDICAL PRACTICE ("Customer or Subscriber"), and is entered into pursuant to Tariff Section A5 of the General Subscriber Services Tariff. This Agreement is based upon the following terms and conditions as well as any Attachment(s) affixed and the appropriate lawfully filed and approved tariffs which are by this reference incorporated herein.

1. Subscriber requests and Company agrees, subject to the terms and conditions herein, to provide the service described in this Agreement at the monthly and nonrecurring rates, charges, and conditions as described in this Agreement ("Service"). The rates, charges, and conditions described in this Agreement are binding upon Company and Subscriber for the duration of this Agreement. For the purposes of the effectiveness of the terms and conditions contained herein, this Agreement shall become effective upon execution by both parties. For purposes of the determination of any service period stated herein, said service period shall commence the date upon which installation of the service is completed.
2. Company agrees to provide Subscriber notice of any additional tariffed services required for the installation of the Service. Subscriber agrees to be responsible for all rates, charges and conditions for any additional tariffed services that are ordered by Subscriber.
3. This Agreement is subject to and controlled by the provisions of Company's or any of its affiliated companies' lawfully filed and approved tariffs, including but not limited to Section A2 of the General Subscriber Services Tariff and No. 2 of the Federal Communications Commission Tariff and shall include all changes to said tariffs as may be made from time to time. All appropriate tariff rates and charges shall be included in the provision of this service. Except for the expressed rates, charges, terms and conditions herein, in the event any part of this Agreement conflicts with the terms and conditions of Company's or any of its affiliated companies' lawfully filed and approved tariffs, the tariff shall control.
4. This Agreement may be subject to the appropriate regulatory approval prior to commencement of installation. Should such regulatory approval be denied, after a proper request by Company, this Agreement shall be null, void, and of no effect.
5. If Subscriber cancels this Agreement prior to the completed installation of the Service, but after the execution of this Agreement by Subscriber and Company, Subscriber shall pay all reasonable costs incurred in the implementation of this Agreement prior to receipt of written notice of cancellation by Company. Notwithstanding the foregoing, such reasonable costs shall not exceed all costs which would apply if the work in the implementation of this Agreement had been completed by Company.
6. The rates, charges, and conditions described in this Agreement may be based upon information supplied to Company by the Subscriber, including but not limited to forecasts of growth. If so, Subscriber agrees to be bound by the information provided to Company. Should Subscriber fail to meet its forecasted level of service requirements at any time during the term of this Agreement, Subscriber shall pay all reasonable costs associated with its failure to meet its projected service requirements.
7. (a) If Subscriber cancels this Agreement at any time prior to the expiration of the service period set forth in this Agreement, Subscriber shall be responsible for all termination charges. Unless otherwise specified by the tariff, termination charges are defined as all reasonable charges due or remaining as a result of the minimum service period agreed to by the Company and Subscriber and set forth in this Agreement.

PRIVATE/PROPRIETARY

CONTAINS PRIVATE AND/OR PROPRIETARY INFORMATION. MAY NOT BE USED OR DISCLOSED OUTSIDE THE BELLSOUTH COMPANIES EXCEPT PURSUANT TO A WRITTEN AGREEMENT.

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-J886-01

(b) Subscriber further acknowledges that it has options for its telecommunications services from providers other than Company and that it has chosen Company to provide the services in this Agreement. Accordingly, if Subscriber assigns this Agreement to a certified reseller of Company local services and the reseller executes a written document agreeing to assume all requirements of this Agreement, Subscriber will not be billed termination charges. However, Subscriber agrees that in the event it fails to meet its obligations under this Agreement or terminates this Agreement or services purchased pursuant to this Agreement in order to obtain services from a facilities based service provider or a service provider that utilizes unbundled network elements, Subscriber will be billed, as appropriate, termination charges as specified in this Agreement.

8. This Agreement shall be construed in accordance with the laws of the State of Kentucky.
9. Except as otherwise provided in this Agreement, notices required to be given pursuant to this Agreement shall be effective when received, and shall be sufficient if given in writing, hand delivered, or United States mail, postage prepaid, addressed to the appropriate party at the address set forth below. Either party hereto may change the name and address to whom all notices or other documents required under this Agreement must be sent at any time by giving written notice to the other party.

Company
BellSouth Telecommunications, Inc.
Assistant Vice President
333 Commerce St.
Nashville, TN 37201

Subscriber
OWENSBORO MEDICAL PRACTICE
1200 BRECKENRIDGE
OWENSBORO, KY 42303

10. Subscriber may not assign its rights or obligations under this Agreement without the express written consent of Company and only pursuant to the conditions contained in the appropriate tariff.
11. In the event that one or more of the provisions contained in this Agreement or incorporated within by reference shall be invalid, illegal, or unenforceable in any respect under any applicable statute, regulatory requirement or rule of law, then such provisions shall be considered inoperative to the extent of such invalidity, illegality, or unenforceability and the remainder of this Agreement shall continue in full force and effect.
12. Subscriber acknowledges that Subscriber has read and understands this Agreement and agrees to be bound by its terms and conditions. Subscriber further agrees that this Agreement, and any orders, constitute the complete and exclusive statement of the Agreement between the parties, superseding all proposals, representations, and/or prior agreements, oral or written, between the parties relating to the subject matter of the Agreement.
13. Acceptance of any order by Company is subject to Company credit and other approvals. Following order acceptance, if it is determined that: (i) the initial credit approval was based on inaccurate or incomplete information; or (ii) the customer's creditworthiness has significantly decreased, Company in its sole discretion reserves the right to cancel the order without liability or suspend the Order until accurate and appropriate credit approval requirements are established and accepted by Customer.
14. This Agreement is not binding upon Company until executed by an authorized employee, partner, or agent of Subscriber and Company. This Agreement may not be modified, amended, or superseded other than by a written instrument executed by both parties, approved by the appropriate Company

PRIVATE/PROPRIETARY

CONTAINS PRIVATE AND/OR PROPRIETARY INFORMATION. MAY NOT BE USED OR DISCLOSED OUTSIDE THE BELLSOUTH COMPANIES EXCEPT PURSUANT TO A WRITTEN AGREEMENT.

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-J886-01

organization, and incorporated into Company's mechanized system. The undersigned warrant and represent that they have the authority to bind Subscriber and Company to this Agreement.

PRIVATE/PROPRIETARY

CONTAINS PRIVATE AND/OR PROPRIETARY INFORMATION, MAY NOT BE USED OR DISCLOSED OUTSIDE THE
BELLSOUTH COMPANIES EXCEPT PURSUANT TO A WRITTEN AGREEMENT.

Page 3 of 7



**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-J886-01
Option 2 of 3

This Agreement is subject to the approval of the Kentucky Public Service Commission. In the event the Commission should modify any rate or provision of this Agreement, the Customer will have the option of accepting the modification(s) or of canceling the Agreement. If accepted, billing will be rendered from the installation date.

Offer Expiration: This offer shall expire on: 3/28/2006.

Estimated service interval following acceptance date: Negotiable weeks.

Service description:

This Contract Service Arrangement (CSA) provides for BellSouth® Primary Rate ISDN - Voice/Data (Standard) service.

This Agreement provides for a service period of thirty-six (36) to forty-eight (48) months.

This Agreement is for 36 months.

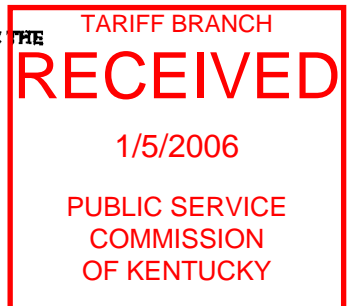
This Agreement shall be extended for additional one-year terms under the same terms and conditions herein unless either party provides written notice of its intent not to renew the Agreement at least sixty (60) days prior to the expiration of the initial term or each additional one-year term.

Customer Initials Blaw

PRIVATE/PROPRIETARY

CONTAINS PRIVATE AND/OR PROPRIETARY INFORMATION. MAY NOT BE USED OR DISCLOSED OUTSIDE THE BELLSOUTH COMPANIES EXCEPT PURSUANT TO A WRITTEN AGREEMENT.

Page 4 of 7



**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-J886-01
Option 2 of 3

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the dates set forth below.

Accepted by:

Subscriber:
OWENSBORO MEDICAL PRACTICE

By: Bret Maynard
Authorized Signature

Printed Name: BRET MAYNARD

Title: I.T. Admin

Date: 11-28-05

Company:
BellSouth Telecommunications, Inc.

By: BellSouth Telecommunications, Inc.

By: David G. Taylor
Authorized Signature

Printed Name: David G. Taylor

Title: Sales Manager

Date: 11/29/05

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-J886-01
Option 2 of 3

RATES AND CHARGES

	<u>Rate Elements</u>	<u>Non-Recurring</u>	<u>Monthly Rate</u>	<u>USOC</u>
1	BellSouth® Primary Rate ISDN Access Line, each	\$0.00	\$130.00	ILD1E
2	BellSouth® Primary Rate ISDN Interface, each - Voice/Data (Standard)	\$0.00	\$375.00	PR71V
3	BellSouth® Primary Rate ISDN B-Channels, each - Voice/Data (Standard)	\$0.00	\$8.00	PR7BV
4	Telephone Numbers for Flat Rate BellSouth® Primary Rate ISDN Voice/Data (Standard) - Per telephone number requested inward and 2-way	\$0.00	\$0.20	PR7TF
5	BellSouth® Primary Rate ISDN, Calling Name Delivery Feature - Per Primary Rate Interface	\$0.00	\$75.00	PR7CN

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-J886-01
Option 2 of 3

RATES AND CHARGES

NOTES:

1. All applicable rates and regulations for BellSouth® Primary Rate ISDN as set forth in the General Subscriber Services Tariff are in addition to the rates and regulations contained in this Contract Service Arrangement with the exception that volume discounts as outlined in the tariff do not apply.
2. A Termination Liability Charge is applicable if service is terminated prior to expiration of this Agreement. The applicable charge is dependent on the service period subscribed to and will be equal to the number of months remaining in the service period times the monthly rate provided under this Agreement.
3. The following nonrecurring charges will not apply upon initial installation. However, if all or any part of the service is disconnected prior to the expiration of this Agreement, then the Subscriber will pay full nonrecurring charges as identified below in addition to applicable termination liability charges:

PRI Access Line	ILDIE	\$875.00 each
PRI Interface, Voice/Data (Standard)	PR71V	\$110.00 each
PRI B-Channels, Voice/Data (Standard)	PR7BV	\$ 5.00 each

Furthermore, if Customer disconnects all service offered on this Agreement, then a Contract Preparation Charge applies in the amount of \$301.00 in addition to applicable termination liability charges.

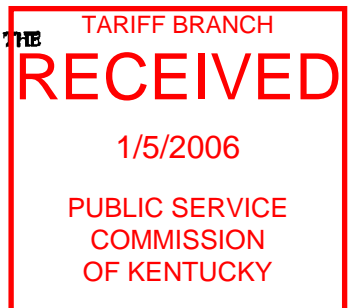
4. Apply five End User Common Line Charges for each PRI Interface.
5. Other rate elements used in the provision of the service may not have been listed herein, but can be found in the appropriate BellSouth tariff.

All trademarks and service marks contained herein are the property of BellSouth Intellectual Property Corporation.

END OF ARRANGEMENT AGREEMENT OPTION 2

PRIVATE/PROPRIETARY

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-G980-00

This Contract Service Arrangement (CSA) Agreement ("Agreement") is by and between BellSouth Telecommunications, Inc., a Georgia corporation, d/b/a BellSouth, ("Company") and PADUCAH LOUISVILLE RAILWAY ("Customer or Subscriber"), and is entered into pursuant to Tariff Section B5 of the Private Line Services Tariff. This Agreement is based upon the following terms and conditions as well as any Attachment(s) affixed and the appropriate lawfully filed and approved tariffs which are by this reference incorporated herein.

1. Subscriber requests and Company agrees, subject to the terms and conditions herein, to provide the service described in this Agreement at the monthly and nonrecurring rates, charges, and conditions as described in this Agreement ("Service"). The rates, charges, and conditions described in this Agreement are binding upon Company and Subscriber for the duration of this Agreement. For the purposes of the effectiveness of the terms and conditions contained herein, this Agreement shall become effective upon execution by both parties. For purposes of the determination of any service period stated herein, said service period shall commence the date upon which installation of the service is completed.
2. Company agrees to provide Subscriber notice of any additional tariffed services required for the installation of the Service. Subscriber agrees to be responsible for all rates, charges and conditions for any additional tariffed services that are ordered by Subscriber.
3. This Agreement is subject to and controlled by the provisions of Company's or any of its affiliated companies' lawfully filed and approved tariffs, including but not limited to Section A2 of the General Subscriber Services Tariff and No. 2 of the Federal Communications Commission Tariff and shall include all changes to said tariffs as may be made from time to time. All appropriate tariff rates and charges shall be included in the provision of this service. Except for the expressed rates, charges, terms and conditions herein, in the event any part of this Agreement conflicts with the terms and conditions of Company's or any of its affiliated companies' lawfully filed and approved tariffs, the tariff shall control.
4. This Agreement may be subject to the appropriate regulatory approval prior to commencement of installation. Should such regulatory approval be denied, after a proper request by Company, this Agreement shall be null, void, and of no effect.
5. If Subscriber cancels this Agreement prior to the completed installation of the Service, but after the execution of this Agreement by Subscriber and Company, Subscriber shall pay all reasonable costs incurred in the implementation of this Agreement prior to receipt of written notice of cancellation by Company. Notwithstanding the foregoing, such reasonable costs shall not exceed all costs which would apply if the work in the implementation of this Agreement had been completed by Company.
6. The rates, charges, and conditions described in this Agreement may be based upon information supplied to Company by the Subscriber, including but not limited to forecasts of growth. If so, Subscriber agrees to be bound by the information provided to Company. Should Subscriber fail to meet its forecasted level of service requirements at any time during the term of this Agreement, Subscriber shall pay all reasonable costs associated with its failure to meet its projected service requirements.
7. (a) If Subscriber cancels this Agreement at any time prior to the expiration of the service period set forth in this Agreement, Subscriber shall be responsible for all termination charges. Unless otherwise specified by the tariff, termination charges are defined as all reasonable charges due or remaining as a result of the minimum service period agreed to by the Company and Subscriber and set forth in this Agreement.

PRIVATE/PROPRIETARY

CONTAINS PRIVATE AND/OR PROPRIETARY INFORMATION. MAY NOT BE USED OR DISCLOSED OUTSIDE OF THE BELLSOUTH COMPANIES EXCEPT PURSUANT TO A WRITTEN AGREEMENT.

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-G980-00

(b) Subscriber further acknowledges that it has options for its telecommunications services from providers other than Company and that it has chosen Company to provide the services in this Agreement. Accordingly, if Subscriber assigns this Agreement to a certified reseller of Company local services and the reseller executes a written document agreeing to assume all requirements of this Agreement, Subscriber will not be billed termination charges. However, Subscriber agrees that in the event it fails to meet its obligations under this Agreement or terminates this Agreement or services purchased pursuant to this Agreement in order to obtain services from a facilities based service provider or a service provider that utilizes unbundled network elements, Subscriber will be billed, as appropriate, termination charges as specified in this Agreement.

8. This Agreement shall be construed in accordance with the laws of the State of Kentucky.
9. Except as otherwise provided in this Agreement, notices required to be given pursuant to this Agreement shall be effective when received, and shall be sufficient if given in writing, hand delivered, or United States mail, postage prepaid, addressed to the appropriate party at the address set forth below. Either party hereto may change the name and address to whom all notices or other documents required under this Agreement must be sent at any time by giving written notice to the other party.

Company

BellSouth Telecommunications, Inc.
Assistant Vice President
1007 Emerald Place
Evans, GA 30809

Subscriber

PADUCAH LOUISVILLE RAILWAY
1500 KENTUCKY AVE
PADUCAH, KY 42003

10. Subscriber may not assign its rights or obligations under this Agreement without the express written consent of Company and only pursuant to the conditions contained in the appropriate tariff.
11. In the event that one or more of the provisions contained in this Agreement or incorporated within by reference shall be invalid, illegal, or unenforceable in any respect under any applicable statute, regulatory requirement or rule of law, then such provisions shall be considered inoperative to the extent of such invalidity, illegality, or unenforceability and the remainder of this Agreement shall continue in full force and effect.
12. Subscriber acknowledges that Subscriber has read and understands this Agreement and agrees to be bound by its terms and conditions. Subscriber further agrees that this Agreement, and any orders, constitute the complete and exclusive statement of the Agreement between the parties, superseding all proposals, representations, and/or prior agreements, oral or written, between the parties relating to the subject matter of the Agreement.
13. Acceptance of any order by Company is subject to Company credit and other approvals. Following order acceptance, if it is determined that: (i) the initial credit approval was based on inaccurate or incomplete information; or (ii) the customer's creditworthiness has significantly decreased, Company in its sole discretion reserves the right to cancel the order without liability or suspend the Order until accurate and appropriate credit approval requirements are established and accepted by Customer.
14. This Agreement is not binding upon Company until executed by an authorized employee, partner, or agent of Subscriber and Company. This Agreement may not be modified, amended, or superseded other than by a written instrument executed by both parties, approved by the appropriate Company

PRIVATE/PROPRIETARY

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Page 2 of 7

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-G980-00

organization, and incorporated into Company's mechanized system. The undersigned warrant and represent that they have the authority to bind Subscriber and Company to this Agreement.

PRIVATE/PROPRIETARY

CONTAINS PRIVATE AND/OR PROPRIETARY INFORMATION. MAY NOT BE USED OR DISCLOSED OUTSIDE OF THE
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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-G980-00
Option 1 of 2

This Agreement is subject to the approval of the Kentucky Public Service Commission. In the event the Commission should modify any rate or provision of this Agreement, the Customer will have the option of accepting the modification(s) or of canceling the Agreement. If accepted, billing will be rendered from the installation date.

Offer Expiration: This offer shall expire on: 12/31/2005.

Estimated service interval following acceptance date: Negotiable weeks.

Service description:

This Contract Service Arrangement (CSA) provides for MegaLink® Service.

This Agreement provides for a twenty-four (24) month service period.

Under this Agreement, this service may only be purchased by Customers whose traffic on this service will be at least 90% intrastate. Customer is responsible for complying with this requirement, and by ordering or accepting such service under this Agreement, Customer is representing to the Company that its traffic on the service will be at least 90% intrastate.

This Agreement shall be extended for additional one-year terms under the same terms and conditions herein unless either party provides written notice of its intent not to renew the Agreement at least sixty (60) days prior to the expiration of the initial term or each additional one-year term

Customer Initials DP

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-G980-00
Option 1 of 2

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the dates set forth below.

Accepted by:

Subscriber:
PADUCAH LOUISVILLE RAILWAY

By: *D.E. Pflueger*
Authorized Signature

Printed Name: D. E. PFLUEGER

Title: DIR OF COMMUNICATIONS

Date: 16/NOV/05

Company:
BellSouth Telecommunications, Inc.
By: BellSouth Business Systems, Inc.

By: *Jim Marshall*
Authorized Signature

Printed Name: JIM MARSHALL

Title: MR - Ky

Date: 11/18/05

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-G980-00
Option 1 of 2

RATES AND CHARGES

	Rate Elements	Non-Recurring	Monthly Rate	USOC
1	One-Time Charge for Service Establishment	\$0.00	\$0.00	MGLSE
2	One-Time Charge for Premise Visit	\$0.00	\$0.00	MGLPV
3	MegaLink Local Channel, First 1/2 Mile	\$0.00	\$67.50	ILDPAZ
4	MegaLink Local Channel, Each Additional 1/2 Mile	\$0.00	\$9.00	ILDPA

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-G982-00

This Contract Service Arrangement (CSA) Agreement ("Agreement") is by and between BellSouth Telecommunications, Inc., a Georgia corporation, d/b/a BellSouth, ("Company") and PADUCAH LOUISVILLE RAILWAY ("Customer or Subscriber"), and is entered into pursuant to Tariff Section A5 of the General Subscriber Services Tariff. This Agreement is based upon the following terms and conditions as well as any Attachment(s) affixed and the appropriate lawfully filed and approved tariffs which are by this reference incorporated herein.

1. Subscriber requests and Company agrees, subject to the terms and conditions herein, to provide the service described in this Agreement at the monthly and nonrecurring rates, charges, and conditions as described in this Agreement ("Service"). The rates, charges, and conditions described in this Agreement are binding upon Company and Subscriber for the duration of this Agreement. For the purposes of the effectiveness of the terms and conditions contained herein, this Agreement shall become effective upon execution by both parties. For purposes of the determination of any service period stated herein, said service period shall commence the date upon which installation of the service is completed.
2. Company agrees to provide Subscriber notice of any additional tariffed services required for the installation of the Service. Subscriber agrees to be responsible for all rates, charges and conditions for any additional tariffed services that are ordered by Subscriber.
3. This Agreement is subject to and controlled by the provisions of Company's or any of its affiliated companies' lawfully filed and approved tariffs, including but not limited to Section A2 of the General Subscriber Services Tariff and No. 2 of the Federal Communications Commission Tariff and shall include all changes to said tariffs as may be made from time to time. All appropriate tariff rates and charges shall be included in the provision of this service. Except for the expressed rates, charges, terms and conditions herein, in the event any part of this Agreement conflicts with the terms and conditions of Company's or any of its affiliated companies' lawfully filed and approved tariffs, the tariff shall control.
4. This Agreement may be subject to the appropriate regulatory approval prior to commencement of installation. Should such regulatory approval be denied, after a proper request by Company, this Agreement shall be null, void, and of no effect.
5. If Subscriber cancels this Agreement prior to the completed installation of the Service, but after the execution of this Agreement by Subscriber and Company, Subscriber shall pay all reasonable costs incurred in the implementation of this Agreement prior to receipt of written notice of cancellation by Company. Notwithstanding the foregoing, such reasonable costs shall not exceed all costs which would apply if the work in the implementation of this Agreement had been completed by Company.
6. The rates, charges, and conditions described in this Agreement may be based upon information supplied to Company by the Subscriber, including but not limited to forecasts of growth. If so, Subscriber agrees to be bound by the information provided to Company. Should Subscriber fail to meet its forecasted level of service requirements at any time during the term of this Agreement, Subscriber shall pay all reasonable costs associated with its failure to meet its projected service requirements.
7. (a) If Subscriber cancels this Agreement at any time prior to the expiration of the service period set forth in this Agreement, Subscriber shall be responsible for all termination charges. Unless otherwise specified by the tariff, termination charges are defined as all reasonable charges due or remaining as a result of the minimum service period agreed to by the Company and Subscriber and set forth in this Agreement.

PRIVATE/PROPRIETARY

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-G982-00

(b) Subscriber further acknowledges that it has options for its telecommunications services from providers other than Company and that it has chosen Company to provide the services in this Agreement. Accordingly, if Subscriber assigns this Agreement to a certified reseller of Company local services and the reseller executes a written document agreeing to assume all requirements of this Agreement, Subscriber will not be billed termination charges. However, Subscriber agrees that in the event it fails to meet its obligations under this Agreement or terminates this Agreement or services purchased pursuant to this Agreement in order to obtain services from a facilities based service provider or a service provider that utilizes unbundled network elements, Subscriber will be billed, as appropriate, termination charges as specified in this Agreement.

- 8. This Agreement shall be construed in accordance with the laws of the State of Kentucky.
- 9. Except as otherwise provided in this Agreement, notices required to be given pursuant to this Agreement shall be effective when received, and shall be sufficient if given in writing, hand delivered, or United States mail, postage prepaid, addressed to the appropriate party at the address set forth below. Either party hereto may change the name and address to whom all notices or other documents required under this Agreement must be sent at any time by giving written notice to the other party.

Company
 BellSouth Telecommunications, Inc.
 Assistant Vice President
 1007 Emerald Place
 Evans, GA 30809

Subscriber
 PADUCAH LOUISVILLE RAILWAY
 1500 KENTUCKY AVE
 PADUCAH, KY 42003

- 10. Subscriber may not assign its rights or obligations under this Agreement without the express written consent of Company and only pursuant to the conditions contained in the appropriate tariff.
- 11. In the event that one or more of the provisions contained in this Agreement or incorporated within by reference shall be invalid, illegal, or unenforceable in any respect under any applicable statute, regulatory requirement or rule of law, then such provisions shall be considered inoperative to the extent of such invalidity, illegality, or unenforceability and the remainder of this Agreement shall continue in full force and effect.
- 12. Subscriber acknowledges that Subscriber has read and understands this Agreement and agrees to be bound by its terms and conditions. Subscriber further agrees that this Agreement, and any orders, constitute the complete and exclusive statement of the Agreement between the parties, superseding all proposals, representations, and/or prior agreements, oral or written, between the parties relating to the subject matter of the Agreement.
- 13. Acceptance of any order by Company is subject to Company credit and other approvals. Following order acceptance, if it is determined that: (i) the initial credit approval was based on inaccurate or incomplete information; or (ii) the customer's creditworthiness has significantly decreased, Company in its sole discretion reserves the right to cancel the order without liability or suspend the Order until accurate and appropriate credit approval requirements are established and accepted by Customer.
- 14. This Agreement is not binding upon Company until executed by an authorized employee, partner, or agent of Subscriber and Company. This Agreement may not be modified, amended, or superseded other than by a written instrument executed by both parties, approved by the appropriate Company

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-G982-00

organization, and incorporated into Company's mechanized system. The undersigned warrant and represent that they have the authority to bind Subscriber and Company to this Agreement.

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-G982-00
Option 1 of 1

This Agreement is subject to the approval of the Kentucky Public Service Commission. In the event the Commission should modify any rate or provision of this Agreement, the Customer will have the option of accepting the modification(s) or of canceling the Agreement. If accepted, billing will be rendered from the installation date.

Offer Expiration: This offer shall expire on: 2/17/2006.

Estimated service interval following acceptance date: Negotiable weeks.

Service description:

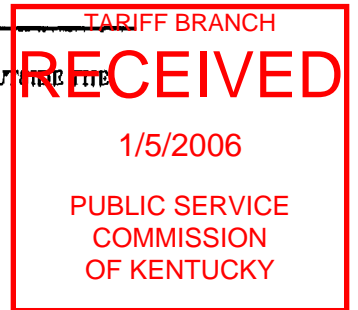
This Contract Service Arrangement (CSA) provides for BellSouth® Primary Rate ISDN - Voice/Data (Standard) service.

This Agreement provides for a twenty-four (24) month service period. (Notes 1,2,4)

This Agreement shall be extended for additional one-year terms under the same terms and conditions herein unless either party provides written notice of its intent not to renew the Agreement at least sixty (60) days prior to the expiration of the initial term or each additional one-year term.

Customer Initials *SM*

PRIVATE/PROPRIETARY
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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-G982-00
Option 1 of 1

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the dates set forth below.

Accepted by:

Subscriber:
PADUCAH LOUISVILLE RAILWAY

By: *D.E. Pflueger*
Authorized Signature

Printed Name: D.E. PFLUEGER

Title: DIR of COMMUNICATIONS

Date: 11/10/05

Company:
BellSouth Telecommunications, Inc.
By: BellSouth Business Systems, Inc.

By: *Jim Marshall*
Authorized Signature

Printed Name: JIM MARSHALL

Title: MGR - Ky

Date: 11/12/05

PRIVATE/PROPRIETARY
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**CONTRACT SERVICE ARRANGEMENT
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Case Number KY05-G982-00

Option 1 of 1

RATES AND CHARGES

	<u>Rate Elements</u>	<u>Non-Recurring</u>	<u>Monthly Rate</u>	<u>USOC</u>
1	BellSouth® Primary Rate ISDN Access Line, each (Note 2)	\$.00	\$130.00	ILD1E
2	BellSouth® Primary Rate ISDN Interface, each - Voice/Data (Standard) (Note 2, 3)	\$.00	\$375.00	PR71V
3	BellSouth® Primary Rate ISDN B-Channel, each - Voice/Data (Standard) (Note 2)	\$.00	\$8.00	PR7BV
4	BellSouth® Primary Rate ISDN Telephone Numbers, per telephone number requested inward and 2-way	\$.00	\$0.20	PR7TF
5	BellSouth® Primary Rate ISDN, Calling Name Delivery Feature, Per Primary Rate Interface	\$.00	\$75.00	PR7CN
6	BellSouth® Primary Rate ISDN D-Channel - No Rate (Provisioning USOC)	\$.00	\$.00	PR7EX

PRIVATE/PROPRIETARY

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-G982-00
Option 1 of 1

RATES AND CHARGES

NOTES:

1. All rates and regulations for BellSouth® Primary Rate ISDN service as set forth in the General Subscriber Services Tariff (GSST) are applicable to this Agreement. The rate elements included herein have been specifically discounted. Other rate elements used in the provision of the service have not been listed, but may be found in the appropriate Company tariff. Examples of other rate elements are: FCC surcharges, regulatory fees, taxes, or charges for features ordered that are not listed in the Agreement.
2. The following nonrecurring charges will not apply upon initial installation. However, if the service is disconnected prior to the expiration of this CSA, then Subscriber will pay full nonrecurring charges as identified below in addition to applicable termination liability charges:

<u>USOC</u>	<u>Nonrecurring Charge</u>
Contract Preparation Charge	\$342.00
ILD1E	\$875.00, each
PR71V	\$110.00, each
PR7BV	\$ 5.00, each

3. Apply five End User Common Line Charges for each Primary Rate Interface.

All trademarks and service marks contained herein are the property of BellSouth Intellectual Property Corporation.

END OF ARRANGEMENT AGREEMENT OPTION 1

PRIVATE/PROPRIETARY
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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-H287-00

This Contract Service Arrangement (CSA) Agreement ("Agreement") is by and between BellSouth Telecommunications, Inc., a Georgia corporation, d/b/a BellSouth, ("Company") and Paducah Power Systems ("Customer or Subscriber"), and is entered into pursuant to Tariff Section A5 of the General Subscriber Services Tariff. This Agreement is based upon the following terms and conditions as well as any Attachment(s) affixed and the appropriate lawfully filed and approved tariffs which are by this reference incorporated herein.

1. Subscriber requests and Company agrees, subject to the terms and conditions herein, to provide the service described in this Agreement at the monthly and nonrecurring rates, charges, and conditions as described in this Agreement ("Service"). The rates, charges, and conditions described in this Agreement are binding upon Company and Subscriber for the duration of this Agreement. For the purposes of the effectiveness of the terms and conditions contained herein, this Agreement shall become effective upon execution by both parties. For purposes of the determination of any service period stated herein, said service period shall commence the date upon which installation of the service is completed.
2. Company agrees to provide Subscriber notice of any additional tariffed services required for the installation of the Service. Subscriber agrees to be responsible for all rates, charges and conditions for any additional tariffed services that are ordered by Subscriber.
3. This Agreement is subject to and controlled by the provisions of Company's or any of its affiliated companies' lawfully filed and approved tariffs, including but not limited to Section A2 of the General Subscriber Services Tariff and No. 2 of the Federal Communications Commission Tariff and shall include all changes to said tariffs as may be made from time to time. All appropriate tariff rates and charges shall be included in the provision of this service. Except for the expressed rates, charges, terms and conditions herein, in the event any part of this Agreement conflicts with the terms and conditions of Company's or any of its affiliated companies' lawfully filed and approved tariffs, the tariff shall control.
4. This Agreement may be subject to the appropriate regulatory approval prior to commencement of installation. Should such regulatory approval be denied, after a proper request by Company, this Agreement shall be null, void, and of no effect.
5. If Subscriber cancels this Agreement prior to the completed installation of the Service, but after the execution of this Agreement by Subscriber and Company, Subscriber shall pay all reasonable costs incurred in the implementation of this Agreement prior to receipt of written notice of cancellation by Company. Notwithstanding the foregoing, such reasonable costs shall not exceed all costs which would apply if the work in the implementation of this Agreement had been completed by Company.
6. The rates, charges, and conditions described in this Agreement may be based upon information supplied to Company by the Subscriber, including but not limited to forecasts of growth. If so, Subscriber agrees to be bound by the information provided to Company. Should Subscriber fail to meet its forecasted level of service requirements at any time during the term of this Agreement, Subscriber shall pay all reasonable costs associated with its failure to meet its projected service requirements.
7. (a) If Subscriber cancels this Agreement at any time prior to the expiration of the service period set forth in this Agreement, Subscriber shall be responsible for all termination charges. Unless otherwise specified by the tariff, termination charges are defined as all reasonable charges due or remaining as a result of the minimum service period agreed to by the Company and Subscriber and set forth in this Agreement.

PRIVATE/PROPRIETARY

CONTAINS PRIVATE AND/OR PROPRIETARY INFORMATION, MAY NOT BE USED OR DISCLOSED OUTSIDE THE BELL SOUTH COMPANIES EXCEPT PURSUANT TO A WRITTEN AGREEMENT.

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-F1287-00

(b) Subscriber further acknowledges that it has options for its telecommunications services from providers other than Company and that it has chosen Company to provide the services in this Agreement. Accordingly, if Subscriber assigns this Agreement to a certified reseller of Company local services and the reseller executes a written document agreeing to assume all requirements of this Agreement, Subscriber will not be billed termination charges. However, Subscriber agrees that in the event it fails to meet its obligations under this Agreement or terminates this Agreement or services purchased pursuant to this Agreement in order to obtain services from a facilities based service provider or a service provider that utilizes unbundled network elements, Subscriber will be billed, as appropriate, termination charges as specified in this Agreement.

8. This Agreement shall be construed in accordance with the laws of the State of Kentucky.
9. Except as otherwise provided in this Agreement, notices required to be given pursuant to this Agreement shall be effective when received, and shall be sufficient if given in writing, hand delivered, or United States mail, postage prepaid, addressed to the appropriate party at the address set forth below. Either party hereto may change the name and address to whom all notices or other documents required under this Agreement must be sent at any time by giving written notice to the other party.

Company

BellSouth Telecommunications, Inc.
Assistant Vice President
1277 Lenox Park Blvd.
Atlanta, GA 30319

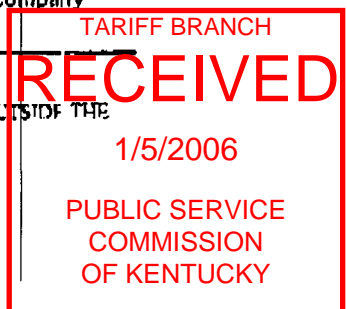
Subscriber

Paducah Power Systems
1500 Broadway
Paducah, TN 42001

10. Subscriber may not assign its rights or obligations under this Agreement without the express written consent of Company and only pursuant to the conditions contained in the appropriate tariff.
11. In the event that one or more of the provisions contained in this Agreement or incorporated within by reference shall be invalid, illegal, or unenforceable in any respect under any applicable statute, regulatory requirement or rule of law, then such provisions shall be considered inoperative to the extent of such invalidity, illegality, or unenforceability and the remainder of this Agreement shall continue in full force and effect.
12. Subscriber acknowledges that Subscriber has read and understands this Agreement and agrees to be bound by its terms and conditions. Subscriber further agrees that this Agreement, and any order, constitute the complete and exclusive statement of the Agreement between the parties, superseding all proposals, representations, and/or prior agreements, oral or written, between the parties relating to the subject matter of the Agreement.
13. Acceptance of any order by Company is subject to Company credit and other approvals. Following order acceptance, if it is determined that: (i) the initial credit approval was based on inaccurate or incomplete information; or (ii) the customer's creditworthiness has significantly decreased, Company in its sole discretion reserves the right to cancel the order without liability or suspend the Order until accurate and appropriate credit approval requirements are established and accepted by Customer.
14. This Agreement is not binding upon Company until executed by an authorized employee, partner, or agent of Subscriber and Company. This Agreement may not be modified, amended, or superseded other than by a written instrument executed by both parties, approved by the appropriate Company

PRIVATE/PROPRIETARY

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BELL SOUTH COMPANIES EXCEPT PURSUANT TO A WRITTEN AGREEMENT.



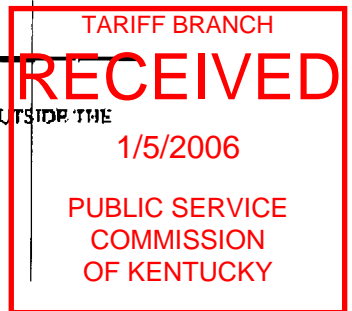
**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-H287-00

organization, and incorporated into Company's mechanized system. The undersigned warrant and represent that they have the authority to bind Subscriber and Company to this Agreement.

PRIVATE/PROPRIETARY

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-H287-00
Option 1 of 1

This Agreement is subject to the approval of the Kentucky Public Service Commission. In the event the Commission should modify any rate or provision of this Agreement, the Customer will have the option of accepting the modification(s) or of canceling the Agreement. If accepted, billing will be rendered from the installation date.

Offer Expiration: This offer shall expire on: 2/21/2006.

Estimated service interval following acceptance date: Negotiable weeks.

Service description:

This Contract Service Arrangement (CSA) provides for BellSouth® Primary Rate ISDN - Voice/Data (Standard) service.

This Agreement provides for a twenty-four (24) to forty-eight (48) month service period. (Notes 1,2,4)

This Agreement is for 24 months.

This Agreement shall be extended for additional one-year terms under the same terms and conditions herein unless either party provides written notice of its intent not to renew the Agreement at least sixty (60) days prior to the expiration of the initial term or each additional one-year term.

Customer Initials SAS

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OF KENTUCKY

**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-H287-00
Option 1 of 1

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the dates set forth below.

Accepted by:

Subscriber:
Paducah Power Systems

By: Brent A Shelton
Authorized Signature

Printed Name: Brent A Shelton

Title: Manager of Telecommunications & Information Systems

Date: 11/30/05

Company:
BellSouth Telecommunications, Inc.
By: BellSouth Telecommunications, Inc.

By: David J Taylor
Authorized Signature

Printed Name: David J. Taylor

Title: Sales Manager

Date: 12/14/05

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TARIFF BRANCH
RECEIVED
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COMMISSION
OF KENTUCKY

**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-H:87-00

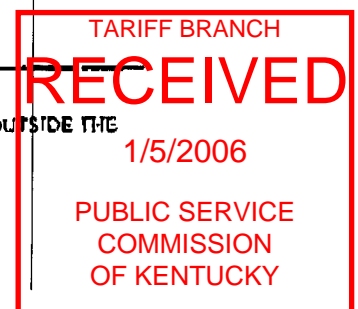
Option 1 of 1

RATES AND CHARGES

	<u>Rate Elements</u>	<u>Non-Recurring</u>	<u>Monthly Rate</u>	<u>USOC</u>
1	BellSouth® Primary Rate ISDN Access Line, each (Note 2)	\$.00	\$130.00	1LD1E
2	BellSouth® Primary Rate ISDN Interface, each - Voice/Data (Standard) (Note 2, 3)	\$.00	\$375.00	PR71V
3	BellSouth® Primary Rate ISDN B-Channel, each - Voice/Data (Standard) (Note 2)	\$.00	\$10.00	PR7BV
4	BellSouth® Primary Rate ISDN Telephone Numbers, per telephone number requested inward and 2-way	\$.00	\$0.20	PR7TF
5	BellSouth® Primary Rate ISDN, Calling Name Delivery Feature, Per Primary Rate Interface	\$.00	\$75.00	PR7CN
6	BellSouth® Primary Rate ISDN D-Channel - No Rate (Provisioning USOC)	\$.00	\$.00	PR7EX

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-H287-00

Option 1 of 1

RATES AND CHARGES

NOTES:

1. All rules and regulations for BellSouth® Primary Rate ISDN service as set forth in the General Subscriber Services Tariff (GSST) are applicable to this Agreement. The rate elements included herein have been specifically discounted. Other rate elements used in the provision of the service have not been listed, but may be found in the appropriate Company tariff. Examples of other rate elements are: FCC surcharges, regulatory fees, taxes, or charges for features ordered that are not listed in the Agreement.
2. The following nonrecurring charges will not apply upon initial installation. However, if the service is disconnected prior to the expiration of this CSA, then Subscriber will pay full nonrecurring charges as identified below in addition to applicable termination liability charges:

<u>USOC</u>	<u>Nonrecurring Charge</u>
Contract Preparation Charge	\$342.00
ILD1E	\$875.00, each
PR71V	\$110.00, each
PR7BV	\$ 5.00, each

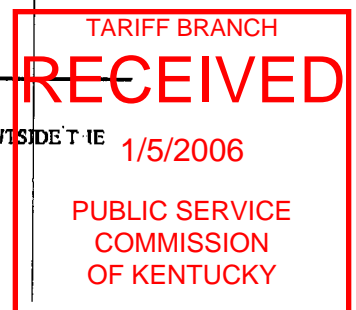
3. Apply five End User Common Line Charges for each Primary Rate Interface.

All trademarks and service marks contained herein are the property of BellSouth Intellectual Property Corporation.

END OF ARRANGEMENT AGREEMENT OPTION 1

PRIVATE/PROPRIETARY

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number GA04-9401-08

This Contract Service Arrangement (CSA) Agreement ("Agreement") is by and between BellSouth Telecommunications, Inc., a Georgia corporation, d/b/a BellSouth, ("Company") and PetSmart Inc. ("Customer or Subscriber"), and is entered into pursuant to Tariff Section A5 of the General Subscriber Services Tariff. This Agreement is based upon the following terms and conditions as well as any Attachment(s) affixed and the appropriate lawfully filed and approved tariffs which are by this reference incorporated herein.

1. Subscriber requests and Company agrees, subject to the terms and conditions herein, to provide the service described in this Agreement at the monthly and nonrecurring rates, charges, and conditions as described in this Agreement ("Service"). The rates, charges, and conditions described in this Agreement are binding upon Company and Subscriber for the duration of this Agreement. For the purposes of the effectiveness of the terms and conditions contained herein, this Agreement shall become effective upon execution by both parties. For purposes of the determination of any service period stated herein, said service period shall commence the date upon which installation of the service is completed.
2. Company agrees to provide Subscriber notice of any additional tariffed services required for the installation of the Service. Subscriber agrees to be responsible for all rates, charges and conditions for any additional tariffed services that are ordered by Subscriber.
3. This Agreement is subject to and controlled by the provisions of Company's or any of its affiliated companies' lawfully filed and approved tariffs, including but not limited to Section A2 of the General Subscriber Services Tariff and No. 2 of the Federal Communications Commission Tariff and shall include all changes to said tariffs as may be made from time to time. All appropriate tariff rates and charges shall be included in the provision of this service. Except for the expressed rates, charges, terms and conditions herein, in the event any part of this Agreement conflicts with the terms and conditions of Company's or any of its affiliated companies' lawfully filed and approved tariffs, the tariff shall control. Section A2.4.3 of the Georgia General Subscriber Services Tariff states, in part:

A2.4.3 Payment for Service

A. The Subscriber is responsible for payment of all appropriate charges for completed calls, services, and equipment. All charges due by the subscriber are payable at the Company's Business Office or at any agency duly authorized to receive such payments. If objection in writing is not received by the Company within twenty-nine days after the bill is rendered the account shall be deemed correct and binding upon the subscriber.

D. Effective November 15, 2001, a collections fee of \$9.00 and an interest charge of one and one half percent (1.5%) of the unpaid balance for regulated charges will be applied to the bill of each business subscriber with an unpaid balance greater than \$20.00 for regulated charges (including amounts billed in accordance with the Company's Billing and Collections Services Tariff) when the previous month's bill has not been paid in full prior to the next billing date.

4. This Agreement may be subject to the appropriate regulatory approval prior to commencement of installation. Should such regulatory approval be denied, after a proper request by Company, this Agreement shall be null, void, and of no effect.
5. If Subscriber cancels this Agreement prior to the completed installation of the Service, but after the execution of this Agreement by Subscriber and Company, Subscriber shall pay all reasonable costs incurred in the implementation of this Agreement prior to receipt of written notice of cancellation by Company. Notwithstanding the foregoing, such reasonable costs shall not exceed all costs which would apply if the work in the implementation of this Agreement had been completed by Company.
6. The rates, charges, and conditions described in this Agreement may be based upon information supplied to Company by the Subscriber, including but not limited to forecasts of growth. If so, Subscriber agrees to be bound by the information provided to Company. Should Subscriber fail to

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number GA04-9401-08

meet its forecasted level of service requirements at any time during the term of this Agreement, Subscriber shall pay all reasonable costs associated with its failure to meet its projected service requirements.

7. (a) If Subscriber cancels this Agreement at any time prior to the expiration of the service period set forth in this Agreement, Subscriber shall be responsible for all termination charges. Unless otherwise specified by the tariff, termination charges are defined as all reasonable charges due or remaining as a result of the minimum service period agreed to by the Company and Subscriber and set forth in this Agreement.

(b) Subscriber further acknowledges that it has options for its telecommunications services from providers other than Company and that it has chosen Company to provide the services in this Agreement. Accordingly, if Subscriber assigns this Agreement to a certified reseller of Company local services once approved by Company and the reseller executes a written document agreeing to assume all requirements of this Agreement, Subscriber will not be billed termination charges. However, Subscriber agrees that in the event it fails to meet its obligations under this Agreement or terminates this Agreement or services purchased pursuant to this Agreement in order to obtain services from a facilities based service provider or a service provider that utilizes unbundled network elements, Subscriber will be billed, as appropriate, termination charges as specified in this Agreement.

8. This Agreement shall be construed in accordance with the laws of the state applicable to the Service provided hereunder.
9. Except as otherwise provided in this Agreement, notices required to be given pursuant to this Agreement shall be effective when received, and shall be sufficient if given in writing, hand delivered, or United States mail, postage prepaid, addressed to the appropriate party at the address set forth below. Either party hereto may change the name and address to whom all notices or other documents required under this Agreement must be sent at any time by giving written notice to the other party.

Company

BellSouth Telecommunications, Inc.
Assistant Vice President
2180 Lake Blvd, Mail Code 8D01
Atlanta, GA 303196004

Subscriber

PetSmart Inc., Voice Services Manager
19601 North 27th Avenue
PHOENIX, AZ 85027

10. Subscriber may not assign its rights or obligations under this Agreement without the express written consent of Company and only pursuant to the conditions contained in the appropriate tariff.
11. In the event that one or more of the provisions contained in this Agreement or incorporated within by reference shall be invalid, illegal, or unenforceable in any respect under any applicable statute, regulatory requirement or rule of law, then such provisions shall be considered inoperative to the extent of such invalidity, illegality, or unenforceability and the remainder of this Agreement shall continue in full force and effect.
12. Subscriber acknowledges that Subscriber has read and understands this Agreement and agrees to be bound by its terms and conditions. Subscriber further agrees that this Agreement, and any orders, constitute the complete and exclusive statement of the Agreement between the parties, superseding all proposals, representations, and/or prior agreements, oral or written, between the parties relating to the subject matter of the Agreement.

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number GA04-9401-08

13. Acceptance of any order by Company is subject to Company credit and other approvals. Following order acceptance, if it is determined that: (i) the initial credit approval was based on inaccurate or incomplete information; or (ii) the customer's creditworthiness has significantly decreased, Company in its sole discretion reserves the right to cancel the order without liability or suspend the Order until accurate and appropriate credit approval requirements are established and accepted by Customer.
14. This Agreement is not binding upon Company until executed by an authorized employee, partner, or agent of Subscriber and Company. This Agreement may not be modified, amended, or superseded other than by a written instrument executed by both parties, approved by the appropriate Company organization, and incorporated into Company's mechanized system. The undersigned warrant and represent that they have the authority to bind Subscriber and Company to this Agreement.

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number GA04-9401-08
Option 1 of 2

Offer Expiration: This offer shall expire on: 2/10/2006.

Estimated service interval following acceptance date: Negotiable weeks.

Service description:

This Contract Service Arrangement (CSA) provides for Business Lines and Hunting as part of Basic Local Exchange Service.

This Agreement is for a service period of twelve (12) months.

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number GA04-9401-08
Option 1 of 2

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the dates set forth below.

Accepted by:

Subscriber:
PetSmart Inc.

By: [Signature]
Authorized Signature

Printed Name: Patrick Penelle

Title: VP, Tech. Svc.

Date: 21-Dec-2005

Company:
BellSouth Telecommunications, Inc.
By: BellSouth Business Systems, Inc.

By: [Signature]
Authorized Signature

Printed Name: Steven P. Raimonde

Title: Sales Director

Date: 12/22/05

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY04-9406-07
 Option 1 of 2

RATES AND CHARGES

	<u>Rate Elements</u>	<u>Non-Recurring</u>	<u>Monthly Rate</u>	<u>USOC</u>
1	Flat Rate Main Station Line Service, Business, Rate Groups 3 and 5 -Per line	\$.00	\$23.00	1FB
2	Flat Rate Main Station Line Service, Business with Caller ID, Rate Groups 3 and 5 -Per line	\$.00	\$23.00	1FBCL
3	Grouping Service, Individual line or trunk, Business Flat Rate, Rate Groups 3 and 5X -Each individual line or trunk	\$.00	\$3.75	HTG
4	Touch-Tone Calling Service, Individual and Two-Party Line Service, Business -Per line or PBX trunk	\$.00	\$.00	TTB

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number GA04-9401-08
Option 1 of 2

RATES AND CHARGES

NOTES:

1. All rules and regulations for Basic Local Exchange Service from Section A3 of the General Subscriber Services Tariff (GSST) are applicable to this Agreement. The rate elements included herein have been specifically discounted. Other rate elements used in the provision of the service have not been listed, but may be found in the appropriate Company tariff.

2. Unless otherwise specified in this Agreement, a Termination Liability Charge will be applicable if all or any part of the service is terminated prior to expiration of this Agreement. The applicable charge is dependent on the service period subscribed to and will be equal to the number of months remaining in the service period times the monthly rate provided under this Agreement. Two payment options are available:

- Continue paying the monthly rate for the remainder of the Agreement term, or
- Make a lump sum payment discounted by the current prime interest rate plus two percentage points.

3. Unless otherwise specified in this Agreement, Service Connection Charges as specified in Section A4 of the GSST will apply.

4. In the event that a material change in Subscriber's business conditions jeopardizes Subscriber's ability to perform the terms and conditions stated herein, then Company and Subscriber both agree to make a good faith attempt to renegotiate any unfavorable term or condition. No change, amendment or modification to this Agreement may be made without the mutual, prior and written consent of both parties and shall be consistent with the provisions of all applicable tariff(s).

5. Subscriber reserves the right to request Company to recalculate the Minimum Quantity Requirement in this Agreement if Subscriber experiences a change in the quantities for the flat rate Business Lines during the term of this Agreement. Subscriber may make this request half way through the contract term, and no more than annually. The term for an appended Contract must be the same as the term of the Original contract as agreed to at the signing of this Agreement.

6. Additional orders placed during this contract period will be coterminous with this Agreement provided that there is a minimum of six (6) months remaining in the contract period at the time that such orders are implemented. Lines must be installed for a minimum of 6 months or customer will be charged installation as contained in this Agreement.

7. Allowance for Interruptions

In accordance with section A2.4.4 of the Georgia General Subscriber Services tariff, when the use of service or facilities furnished by the Company is interrupted due to any cause other than the negligence or willful act of the subscriber or the failure of the facilities provided by the subscriber, a pro rata adjustment of the fixed monthly charges involved will be allowed, upon request of the subscriber, for the service and facilities rendered useless and inoperative by reason of the interruption during the time said interruption continues in excess of twenty-four hours from the time it is reported to or detected by the Company, except as otherwise specified in this Tariff. For the purpose of administering this regulation, every month is considered to have thirty days.

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number GA04-9401-08
Option 1 of 2

8. If 5% or more of Subscriber's total subscribed Business Lines in any state are out of service for forty-eight consecutive (48) hours or more over two consecutive thirty (30) day periods, then Subscriber may elect to terminate this Agreement in the affected state without penalty. The calculation of 5% or more of Subscriber's total subscribed Business Lines will be based on the weighted average number of lines subscribed during the two-month period. The determination of whether an outage lasts forty-eight (48) hours or more shall begin upon Customer's filing with Company a trouble ticket regarding the service outage (or such earlier time as Company's system may detect the service outage, if applicable).

The foregoing option to terminate shall not apply where the outage is caused by situations beyond the Company's control, which shall include:

- any act, any omission or negligence on the part of the Customer or any third party or of any other entity providing a portion of the service;
- occurrences commonly referred to as force majeure, including acts of God, weather, war, riots, acts of terrorism, embargoes, strikes, or other concerted acts of workers, casualties or accidents, or any other causes or circumstances of a similar nature or are due to circumstances beyond the reasonable control of BellSouth that prevent or hinder the delivery of the Services; and
- the customer premises equipment.

In addition, Customer must elect to exercise this option by giving written notice of its intent to terminate under this provision within ten (10) days of the end of such two-month period. Failure of Customer to do so shall constitute a waiver of this provision.

This section shall not obligate Company to perform special maintenance or provide any special services, including expedited repair time, under this Agreement. Company shall provide the services contracted for under this Agreement as described in the applicable tariff, except to the extent expressly provided for herein.

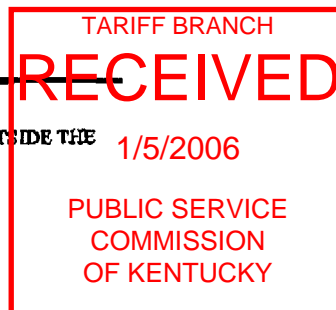
9. Subject to any applicable provisions in the tariff, if Company breaches any material terms of this Agreement and fails to cure such breach within thirty (30) days after written notice of such breach or fails to provide a reasonable plan acceptable to Customer to cure such breach if a cure is not possible within thirty (30) days after written notice of such breach, Subscriber may (as its sole remedy except for any credits that may be payable for downtime as provided in the applicable tariff or as may be provided elsewhere herein) terminate the affected services by written notice to BellSouth, without obligation for any early termination charges otherwise payable hereunder.

All trademarks and service marks contained herein are the property of BellSouth Intellectual Property Corporation.

END OF ARRANGEMENT AGREEMENT OPTION 1

PRIVATE/PROPRIETARY

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY04-9406-07
Option 1 of 2
Attachment 1

KENTUCKY ATTACHMENT

This Agreement is subject to the approval of the Kentucky Public Service Commission. In the event the Commission should modify any rate or provision of this Agreement, the Customer will have the option of accepting the modification(s) or of canceling the Agreement. If accepted, billing will be rendered from the installation date.

RATES AND CHARGES

NOTES (continued)

10. The following nonrecurring charges will not apply upon initial installation. However, if any of the service is disconnected prior to the expiration of this Agreement, then the Subscriber will pay nonrecurring charges as identified below:

Contract Preparation Charge (WGGVF)	\$ 293.00
Line Connection Charge, First Line	\$ 73.00 each
Line Connection Charge, Additional Lines	\$ 22.00 each

11. Minimum Quantity Commitment / Nonrecurring Charges

Customer agrees to maintain a Minimum Installed Quantity of Basic Local Exchange Business Lines ("Service"), at rates and terms stated herein, and, Company thereby agrees to waive the Basic Local Exchange Business Lines Nonrecurring Charge and bill for Service installed according to the rates specified herein. In the event that Customer does not maintain the Minimum Installed Quantity as specified herein, then, appropriate monthly tariff and/or termination liability will apply for all installed services and as otherwise stated below:

(A) Minimum Installed Quantity:

The Minimum Installed Quantity of Basic Local Exchange Business Lines shall be nine hundred nineteen (919) across the BellSouth Region, excluding South Carolina and shall be installed no later than three (3) months from Agreement execution and maintained for a minimum of twelve (12) months and according to the following:

A. 1.) Minimum Installed Quantity: 919 across the BellSouth Region, excluding South Carolina

A. 2.) Minimum Installed Quantity Deficiency/Tariff Application:

Appropriate tariff rates including previously waived Nonrecurring Charges, shall apply for all installed services in the event that Customer either;

i.) does not install the Minimum Installed Quantity prior to three (3) months from Agreement execution, or

ii.) does not maintain the Minimum Installed Quantity for a minimum of twelve (12) months.

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-H966-00

This Contract Service Arrangement (CSA) Agreement ("Agreement") is by and between BellSouth Telecommunications, Inc., a Georgia corporation, d/b/a BellSouth, ("Company") and Petty Motor Company ("Customer or Subscriber"), and is entered into pursuant to Tariff Section A5 of the General Subscriber Services Tariff. This Agreement is based upon the following terms and conditions as well as any Attachment(s) affixed and the appropriate lawfully filed and approved tariffs which are by this reference incorporated herein.

1. Subscriber requests and Company agrees, subject to the terms and conditions herein, to provide the service described in this Agreement at the monthly and nonrecurring rates, charges, and conditions as described in this Agreement ("Service"). The rates, charges, and conditions described in this Agreement are binding upon Company and Subscriber for the duration of this Agreement. For the purposes of the effectiveness of the terms and conditions contained herein, this Agreement shall become effective upon execution by both parties. For purposes of the determination of any service period stated herein, said service period shall commence the date upon which installation of the service is completed.
2. Company agrees to provide Subscriber notice of any additional tariffed services required for the installation of the Service. Subscriber agrees to be responsible for all rates, charges and conditions for any additional tariffed services that are ordered by Subscriber.
3. This Agreement is subject to and controlled by the provisions of Company's or any of its affiliated companies' lawfully filed and approved tariffs, including but not limited to Section A2 of the General Subscriber Services Tariff and No. 2 of the Federal Communications Commission Tariff and shall include all changes to said tariffs as may be made from time to time. All appropriate tariff rates and charges shall be included in the provision of this service. Except for the expressed rates, charges, terms and conditions herein, in the event any part of this Agreement conflicts with the terms and conditions of Company's or any of its affiliated companies' lawfully filed and approved tariffs, the tariff shall control.
4. This Agreement may be subject to the appropriate regulatory approval prior to commencement of installation. Should such regulatory approval be denied, after a proper request by Company, this Agreement shall be null, void, and of no effect.
5. If Subscriber cancels this Agreement prior to the completed installation of the Service, but after the execution of this Agreement by Subscriber and Company, Subscriber shall pay all reasonable costs incurred in the implementation of this Agreement prior to receipt of written notice of cancellation by Company. Notwithstanding the foregoing, such reasonable costs shall not exceed all costs which would apply if the work in the implementation of this Agreement had been completed by Company.
6. The rates, charges, and conditions described in this Agreement may be based upon information supplied to Company by the Subscriber, including but not limited to forecasts of growth. If so, Subscriber agrees to be bound by the information provided to Company. Should Subscriber fail to meet its forecasted level of service requirements at any time during the term of this Agreement, Subscriber shall pay all reasonable costs associated with its failure to meet its projected service requirements.
7. (a) If Subscriber cancels this Agreement at any time prior to the expiration of the service period set forth in this Agreement, Subscriber shall be responsible for all termination charges. Unless otherwise specified by the tariff, termination charges are defined as all reasonable charges due or remaining as a result of the minimum service period agreed to by the Company and Subscriber and set forth in this Agreement.

PRIVATE/PROPRIETARY

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-H966-00

(b) Subscriber further acknowledges that it has options for its telecommunications services from providers other than Company and that it has chosen Company to provide the services in this Agreement. Accordingly, if Subscriber assigns this Agreement to a certified reseller of Company local services and the reseller executes a written document agreeing to assume all requirements of this Agreement, Subscriber will not be billed termination charges. However, Subscriber agrees that in the event it fails to meet its obligations under this Agreement or terminates this Agreement or services purchased pursuant to this Agreement in order to obtain services from a facilities based service provider or a service provider that utilizes unbundled network elements, Subscriber will be billed, as appropriate, termination charges as specified in this Agreement.

- 8. This Agreement shall be construed in accordance with the laws of the State of Kentucky.
- 9. Except as otherwise provided in this Agreement, notices required to be given pursuant to this Agreement shall be effective when received, and shall be sufficient if given in writing, hand delivered, or United States mail, postage prepaid, addressed to the appropriate party at the address set forth below. Either party hereto may change the name and address to whom all notices or other documents required under this Agreement must be sent at any time by giving written notice to the other party.

Company
BellSouth Telecommunications, Inc.
Assistant Vice President
333 Commerce St
Nashville, TN 37201

Subscriber
Petty Motor Company
710 Kentucky Ave
Fulton, KY 42041

- 10. Subscriber may not assign its rights or obligations under this Agreement without the express written consent of Company and only pursuant to the conditions contained in the appropriate tariff.
- 11. In the event that one or more of the provisions contained in this Agreement or incorporated within by reference shall be invalid, illegal, or unenforceable in any respect under any applicable statute, regulatory requirement or rule of law, then such provisions shall be considered inoperative to the extent of such invalidity, illegality, or unenforceability and the remainder of this Agreement shall continue in full force and effect.
- 12. Subscriber acknowledges that Subscriber has read and understands this Agreement and agrees to be bound by its terms and conditions. Subscriber further agrees that this Agreement, and any orders, constitute the complete and exclusive statement of the Agreement between the parties, superseding all proposals, representations, and/or prior agreements, oral or written, between the parties relating to the subject matter of the Agreement.
- 13. Acceptance of any order by Company is subject to Company credit and other approvals. Following order acceptance, if it is determined that: (i) the initial credit approval was based on inaccurate or incomplete information; or (ii) the customer's creditworthiness has significantly decreased, Company in its sole discretion reserves the right to cancel the order without liability or suspend the Order until accurate and appropriate credit approval requirements are established and accepted by Customer.
- 14. This Agreement is not binding upon Company until executed by an authorized employee, partner, or agent of Subscriber and Company. This Agreement may not be modified, amended, or superseded other than by a written instrument executed by both parties, approved by the appropriate Company

PRIVATE/PROPRIETARY

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-H966-00

organization, and incorporated into Company's mechanized system. The undersigned warrant and represent that they have the authority to bind Subscriber and Company to this Agreement.

PRIVATE/PROPRIETARY

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-H966-00
Option 1 of 1

This Agreement is subject to the approval of the Kentucky Public Service Commission. In the event the Commission should modify any rate or provision of this Agreement, the Customer will have the option of accepting the modification(s) or of canceling the Agreement. If accepted, billing will be rendered from the installation date.

Offer Expiration: This offer shall expire on: 3/1/2006.

Estimated service interval following acceptance date: Negotiable weeks.

Service description:

This Contract Service Arrangement (CSA) provides for Business Lines as part of Basic Local Exchange Service.

This Agreement is for a service period of thirty-six (36) months.

This Agreement shall be extended for additional one-year terms under the same terms and conditions herein unless either party provides written notice of its intent not to renew the Agreement at least sixty (60) days prior to the expiration of the initial term or each additional one-year term.

Customer Initials

PRIVATE/PROPRIETARY

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-H966-00
Option 1 of 1

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the dates set forth below.

Accepted by:

Subscriber:
Petty Motor Company

By: [Signature]
Authorized Signature

Printed Name: Kevin M. Herrell

Title: Mgr.

Date: 11-30-05

Company:
BellSouth Telecommunications, Inc.
By: BellSouth Telecommunications, Inc.

By: [Signature]
Authorized Signature

Printed Name: Roy D. Stolt

Title: SM

Date: 12.6.2005

PRIVATE/PROPRIETARY

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**CONTRACT SERVICE ARRANGEMENT
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Case Number KY05-H966-00
Option 1 of 1

RATES AND CHARGES

	<u>Rate Elements</u>	<u>Non-Recurring</u>	<u>Monthly Rate</u>	<u>USOC</u>
1	Flat Rate Main Station Line Service, Business, Rate Group 1 -Per line	\$.00	\$27.00	1FB
2	Flat Rate Main Station Line Service, Business-Caller ID compatible, Rate Group 1 -Per line (Caller ID feature must be ordered separately.)	\$.00	\$27.00	1FBCL
3	Grouping Service, Individual line or trunk, Business Flat Rate, Rate Group 1 -Each individual line or trunk	\$.00	\$.00	HTG
4	Touch-Tone Calling Service, Individual and Two-Party Line Service, Business -Per line or PBX trunk	\$.00	\$.00	TTB
5	BellSouth® TouchStar® service, Individual Features, Business, Caller ID - Deluxe (without ACR) -Per line for Multi-Line Hunt Group arrangements	\$.00	\$.00	NXMMN

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**CONTRACT SERVICE ARRANGEMENT
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RATES AND CHARGES

NOTES:

1. All rules and regulations of the General Subscriber Services Tariff (GSST) are applicable to this Agreement. The rate elements included herein have been specifically discounted. Other rate elements used in the provision of the service have not been listed, but may be found in the appropriate Company tariff.
2. Unless otherwise provided for in this Agreement, a Termination Liability Charge will be applicable if all or any part of the service is terminated prior to expiration of this Agreement. The applicable charge is dependent on the service period subscribed to and will be equal to the number of months remaining in the service period times the monthly rate provided under this Agreement. Two payment options are available:
 - Continue paying the monthly rate for the remainder of the Agreement term, or
 - Make a lump sum payment discounted by the current prime interest rate plus two percentage points.
3. Unless otherwise specified in this Agreement, Service Connection Charges as specified in Section A4 of the GSST will apply.
4. Nonrecurring charges associated with this Agreement shall not apply for new installations. However, unless otherwise provided for in this Agreement, if all or any part of the service is disconnected prior to the expiration of this Agreement, then the Subscriber will pay full nonrecurring charges that were waived at installation as identified below in addition to applicable termination liability charges:

Line Connection Charge, First Line	\$73.00 each
Line Connection Charge, Additional Lines	\$22.00 each

Furthermore, if Customer disconnects all service offered on this Agreement prior to the expiration of this Agreement, then a Contract Preparation Charge applies in the amount of \$348.00 in addition to applicable termination liability charges.

All trademarks and service marks contained herein are the property of BellSouth Intellectual Property Corporation.

END OF ARRANGEMENT AGREEMENT OPTION 1

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

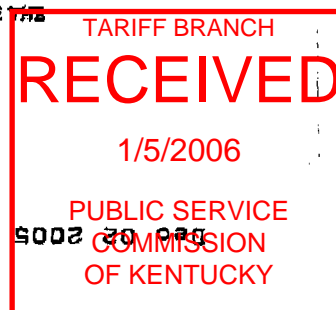
Case Number KY05-K742-00

This Contract Service Arrangement (CSA) Agreement ("Agreement") is by and between BellSouth Telecommunications, Inc., a Georgia corporation, d/b/a BellSouth, ("Company") and Porter Paints ("Customer or Subscriber"), and is entered into pursuant to Tariff Section A5 of the General Subscriber Services Tariff. This Agreement is based upon the following terms and conditions as well as any Attachment(s) affixed and the appropriate lawfully filed and approved tariffs which are by this reference incorporated herein.

1. Subscriber requests and Company agrees, subject to the terms and conditions herein, to provide the service described in this Agreement at the monthly and nonrecurring rates, charges, and conditions as described in this Agreement ("Service"). The rates, charges, and conditions described in this Agreement are binding upon Company and Subscriber for the duration of this Agreement. For the purposes of the effectiveness of the terms and conditions contained herein, this Agreement shall become effective upon execution by both parties. For purposes of the determination of any service period stated herein, said service period shall commence the date upon which installation of the service is completed.
2. Company agrees to provide Subscriber notice of any additional tariffed services required for the installation of the Service. Subscriber agrees to be responsible for all rates, charges and conditions for any additional tariffed services that are ordered by Subscriber.
3. This Agreement is subject to and controlled by the provisions of Company's or any of its affiliated companies' lawfully filed and approved tariffs, including but not limited to Section A2 of the General Subscriber Services Tariff and No. 2 of the Federal Communications Commission Tariff and shall include all changes to said tariffs as may be made from time to time. All appropriate tariff rates and charges shall be included in the provision of this service. Except for the expressed rates, charges, terms and conditions herein, in the event any part of this Agreement conflicts with the terms and conditions of Company's or any of its affiliated companies' lawfully filed and approved tariffs, the tariff shall control.
4. This Agreement may be subject to the appropriate regulatory approval prior to commencement of installation. Should such regulatory approval be denied, after a proper request by Company, this Agreement shall be null, void, and of no effect.
5. If Subscriber cancels this Agreement prior to the completed installation of the Service, but after the execution of this Agreement by Subscriber and Company, Subscriber shall pay all reasonable costs incurred in the implementation of this Agreement prior to receipt of written notice of cancellation by Company. Notwithstanding the foregoing, such reasonable costs shall not exceed all costs which would apply if the work in the implementation of this Agreement had been completed by Company.
6. The rates, charges, and conditions described in this Agreement may be based upon information supplied to Company by the Subscriber, including but not limited to forecasts of growth. If so, Subscriber agrees to be bound by the information provided to Company. Should Subscriber fail to meet its forecasted level of service requirements at any time during the term of this Agreement, Subscriber shall pay all reasonable costs associated with its failure to meet its projected service requirements.
7. (a) If Subscriber cancels this Agreement at any time prior to the expiration of the service period set forth in this Agreement, Subscriber shall be responsible for all termination charges. Unless otherwise specified by the tariff, termination charges are defined as all reasonable charges due or remaining as a result of the minimum service period agreed to by the Company and Subscriber and set forth in this Agreement.

PRIVATE/PROPRIETARY

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-K742-00

(b) Subscriber further acknowledges that it has options for its telecommunications services from providers other than Company and that it has chosen Company to provide the services in this Agreement. Accordingly, if Subscriber assigns this Agreement to a certified reseller of Company local services and the reseller executes a written document agreeing to assume all requirements of this Agreement, Subscriber will not be billed termination charges. However, Subscriber agrees that in the event it fails to meet its obligations under this Agreement or terminates this Agreement or services purchased pursuant to this Agreement in order to obtain services from a facilities based service provider or a service provider that utilizes unbundled network elements, Subscriber will be billed, as appropriate, termination charges as specified in this Agreement.

- 8. This Agreement shall be construed in accordance with the laws of the State of Kentucky.
- 9. Except as otherwise provided in this Agreement, notices required to be given pursuant to this Agreement shall be effective when received, and shall be sufficient if given in writing, hand delivered, or United States mail, postage prepaid, addressed to the appropriate party at the address set forth below. Either party hereto may change the name and address to whom all notices or other documents required under this Agreement must be sent at any time by giving written notice to the other party.

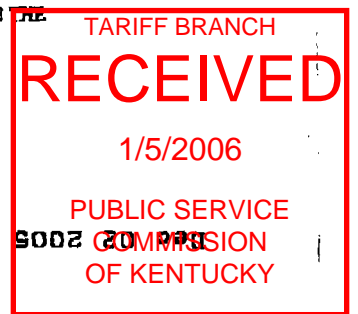
Company
BellSouth Telecommunications, Inc.
Assistant Vice President
1025 Lenox Park Blvd.
Atlanta, GA 30319

Subscriber
Porter Paints
400 South 13th St.
Louisville, KY 40210

- 10. Subscriber may not assign its rights or obligations under this Agreement without the express written consent of Company and only pursuant to the conditions contained in the appropriate tariff.
- 11. In the event that one or more of the provisions contained in this Agreement or incorporated within by reference shall be invalid, illegal, or unenforceable in any respect under any applicable statute, regulatory requirement or rule of law, then such provisions shall be considered inoperative to the extent of such invalidity, illegality, or unenforceability and the remainder of this Agreement shall continue in full force and effect.
- 12. Subscriber acknowledges that Subscriber has read and understands this Agreement and agrees to be bound by its terms and conditions. Subscriber further agrees that this Agreement, and any orders, constitute the complete and exclusive statement of the Agreement between the parties, superseding all proposals, representations, and/or prior agreements, oral or written, between the parties relating to the subject matter of the Agreement.
- 13. Acceptance of any order by Company is subject to Company credit and other approvals. Following order acceptance, if it is determined that: (i) the initial credit approval was based on inaccurate or incomplete information; or (ii) the customer's creditworthiness has significantly decreased, Company in its sole discretion reserves the right to cancel the order without liability or suspend the Order until accurate and appropriate credit approval requirements are established and accepted by Customer.
- 14. This Agreement is not binding upon Company until executed by an authorized employee, partner, or agent of Subscriber and Company. This Agreement may not be modified, amended, or superseded other than by a written instrument executed by both parties, approved by the appropriate Company

PRIVATE/PROPRIETARY

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**CONTRACT SERVICE ARRANGEMENT
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organization, and incorporated into Company's mechanized system. The undersigned warrant and represent that they have the authority to bind Subscriber and Company to this Agreement.

PRIVATE/PROPRIETARY

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**CONTRACT SERVICE ARRANGEMENT
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Case Number KY05-K742-00

Option 2 of 3

This Agreement is subject to the approval of the Kentucky Public Service Commission. In the event the Commission should modify any rate or provision of this Agreement, the Customer will have the option of accepting the modification(s) or of canceling the Agreement. If accepted, billing will be rendered from the installation date.

Offer Expiration: This offer shall expire on: 4/1/2006.

Estimated service interval following acceptance date: Negotiable weeks.

Service description:

This Contract Service Arrangement (CSA) provides for BellSouth® Primary Rate ISDN – Voice/Data (Standard) service.

This Agreement provides for a service period of thirty-six (36) to forty-eight (48) months.

This Agreement is for 36 months.

This Agreement shall be extended for additional one-year terms under the same terms and conditions herein unless either party provides written notice of its intent not to renew the Agreement at least sixty (60) days prior to the expiration of the initial term or each additional one-year term.

Customer Initials *RS*

PRIVATE/PROPRIETARY

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-K742-00
Option 2 of 3

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the dates set forth below.

Accepted by:

Subscriber:
Porter Paints / PPG

By: Paul Litsey
Authorized Signature

Printed Name: Paul Litsey

Title: Tech Support Mgr

Date: 12/1/2005

Company:
BellSouth Telecommunications, Inc.
By: BellSouth Telecommunications, Inc.

By: [Signature]
Authorized Signature

Printed Name: Stephen Adams

Title: Sales Mgr.

Date: 12/5/05

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**CONTRACT SERVICE ARRANGEMENT
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Case Number KY05-K742-00
Option 2 of 3

RATES AND CHARGES

<u>Rate Element</u>	<u>Non-Recurring</u>	<u>Monthly Rate</u>	<u>USOC</u>
1. BellSouth® Primary Rate ISDN Access Line, each	\$.00	\$130.00	ILD1E
2. BellSouth® Primary Rate ISDN Interface, each - Voice/Data (Standard)	\$.00	\$375.00	PR71V
3. BellSouth® Primary Rate ISDN B-Channels, each - Voice/Data (Standard)	\$.00	\$8.00	PR7BV
4. Telephone Numbers for Flat Rate BellSouth® Primary Rate ISDN Voice/Data (Standard) - Per telephone number requested inward and 2-way	\$.00	\$.20	PR7TF
5. BellSouth® Primary Rate ISDN, Calling Name Delivery Feature - Per Primary Rate Interface	\$.00	\$75.00	PR7CN

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-K742-00
Option 2 of 3

RATES AND CHARGES

NOTES:

1. All applicable rates and regulations for BellSouth® Primary Rate ISDN as set forth in the General Subscriber Services Tariff are in addition to the rates and regulations contained in this Contract Service Arrangement with the exception that volume discounts as outlined in the tariff do not apply.
2. A Termination Liability Charge is applicable if service is terminated prior to expiration of this Agreement. The applicable charge is dependent on the service period subscribed to and will be equal to the number of months remaining in the service period times the monthly rate provided under this Agreement.
3. The following nonrecurring charges will not apply upon initial installation. However, if all or any part of the service is disconnected prior to the expiration of this Agreement, then the Subscriber will pay full nonrecurring charges as identified below in addition to applicable termination liability charges:

PRI Access Line	ILD1E	\$875.00 each
PRI Interface, Voice/Data (Standard)	PR71V	\$110.00 each
PRI B-Channels, Voice/Data (Standard)	PR7BV	\$ 5.00 each

Furthermore, if Customer disconnects all service offered on this Agreement, then a Contract Preparation Charge applies in the amount of \$301.00 in addition to applicable termination liability charges.

4. Apply five End User Common Line Charges for each PRI Interface.
5. Other rate elements used in the provision of the service may not have been listed herein, but can be found in the appropriate BellSouth tariff.

All trademarks and service marks contained herein are the property of BellSouth Intellectual Property Corporation.

END OF ARRANGEMENT AGREEMENT OPTION 2

PRIVATE/PROPRIETARY

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-H937-00

**MASTER CONTRACT SERVICE ARRANGEMENT AGREEMENT - ORDER ATTACHMENT FOR
CSA SERVICES**

This Contract Service Arrangement (CSA)/Order Attachment Agreement ("Agreement" or "Order Attachment") is made pursuant to Master Contract Service Arrangement Agreement No. KY05-8861-10 ("Master CSA Agreement").

This Agreement is entered into pursuant to Tariff Section A5 of the General Subscriber Services Tariff.

This Agreement is subject to the approval of the Kentucky Public Service Commission. In the event the Commission should modify any rate or provision of this Agreement, the Customer will have the option of accepting the modification(s) or of canceling the Agreement. If accepted, billing will be rendered from the installation date.

Offer Expiration: This offer shall expire on: 3/1/2006.

Customer's Billing Address:
R&L ENTERPRISES DBA PAPA JOHN'S
331 Townepark Circle Ste 200
Louisville, KY 40243

PRIVATE/PROPRIETARY

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**CONTRACT SERVICE ARRANGEMENT
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Estimated service interval following acceptance date: Negotiable weeks

Service description:

This Contract Service Arrangement (CSA) provides for Business Lines as part of Basic Local Exchange Service.

This Agreement is for a service period of twenty-four (24) months.

All rules and regulations in Master CSA Agreement KY05-8861-10 are applicable to this Order Attachment.

Notwithstanding the expiration of the Master CSA Agreement and unless expressly provided otherwise in this Order Attachment, if this Order Attachment requires performance beyond the term of the Master CSA Agreement, Services provided under this Order Attachment shall continue to be subject to the terms of the Master CSA Agreement.

This Agreement is not binding until executed by an authorized employee, partner, or agent of Subscriber and Company. This Agreement may not be modified, amended, or superseded other than by a written instrument executed by both parties, approved by the appropriate Company organization, and incorporated into Company's mechanized system. The undersigned warrant and represent that they have the authority to bind Subscriber and Company to this Agreement.

This Agreement shall be extended for additional one-year terms under the same rates, terms and conditions herein upon the mutual agreement of the parties if Customer provides Company written notice of its intent to renew this Agreement at least sixty (60) days prior to the expiration of the initial term or each additional one-year term.

Customer Initials

Customer acknowledges that Customer has read and understands the Master Contract Service Arrangement Agreement and agrees to be bound by its terms and conditions. Customer further agrees that this Agreement, and any Orders, constitute the complete and exclusive statement of the agreement between the Parties, superseding all proposals, representations, and/or prior agreements, oral or written, between the Parties relating to the subject matter of the Agreement. Acceptance of any Order by BellSouth is subject to BellSouth credit and other approvals.

PRIVATE/PROPRIETARY

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**CONTRACT SERVICE ARRANGEMENT
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Case Number KY05-H937-00
Option 1 of 1

IN WITNESS WHEREOF, the Parties hereto have caused this Order Attachment to be executed by their respective duly authorized representatives on the date indicated below.

Accepted by:

Subscriber:
R&L ENTERPRISES DBA PAPA JOHN'S

By: [Signature]
Authorized Signature

Printed Name: PAUL W. ROBINSON

Title: PRESIDENT

Date: 12/13/05

Company:
BellSouth Telecommunications, Inc.
By BellSouth Business Systems, Inc.

By: [Signature]
Authorized Signature

Printed Name: [Signature]

Title: [Signature]

Date: 12/14/05

PRIVATE/PROPRIETARY

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**CONTRACT SERVICE ARRANGEMENT
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Case Number KY05-H937-00
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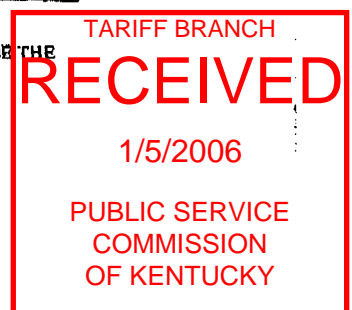
RATES AND CHARGES

	<u>Rate Elements</u>	<u>Non-Recurring</u>	<u>Monthly Rate</u>	<u>USOC</u>
1	Flat Rate Main Station Line Service, Business, All Rate Groups, -Per line	\$.00	\$21.50	1FB
2	Flat Rate Main Station Line Service, Business-Caller ID compatible All Rate Groups -Per line (Caller ID feature must be ordered separately.)	\$.00	\$21.50	1FBCL
3	Grouping Service, Individual line or trunk, Business Flat Rate, All Rate Groups, -Each individual line or trunk	\$.00	\$.00	HTG
4	Touch-Tone Calling Service, Individual and Two-Party Line Service, Business -Per line or PBX trunk	\$.00	\$.00	TTB
5	BellSouth® TouchStar® service, Single or First Service Features, Business, Enhanced Caller ID with Call Management (with ACR) -Per line	\$.00	\$.00	N1ACR
6	BellSouth® TouchStar® service, Single or First Service Features, Business, Enhanced Caller ID with Call Management (with ACR and Call Forwarding Don't Answer) -Per line (Call Forwarding Don't Answer (CFDA) must be ordered separate from this Rate Elem	\$.00	\$.00	NCACR
7	BellSouth® TouchStar® service, Single or First Service Features, Business, Caller ID-Basic -Per line	\$.00	\$.00	NSD

PRIVATE/PROPRIETARY

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BELLSOUTH COMPANIES EXCEPT PURSUANT TO A WRITTEN AGREEMENT

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**CONTRACT SERVICE ARRANGEMENT
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RATES AND CHARGES

8	BellSouth® TouchStar® service, Single or First Service Features, Business, Enhanced Caller ID (with ACR) -Per line	\$.00	\$.00	NXECR
9	BellSouth® TouchStar® service, Single or First Service Features, Business, Caller ID - Deluxe (with ACR) -Per line	\$.00	\$.00	NXMCR
10	BellSouth® TouchStar® service, Single or First Service Features, Business, Caller ID - Deluxe (without ACR) -Per line for Multi-Line Hunt Group arrangements	\$.00	\$.00	NXMMN

PRIVATE/PROPRIETARY

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BELLSOUTH COMPANIES EXCEPT PURSUANT TO A WRITTEN AGREEMENT



**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-H937-00
Option 1 of 1

RATES AND CHARGES

NOTES:

1. All rules and regulations of the General Subscriber Services Tariff (GSST) are applicable to this Agreement. The rate elements included herein have been specifically discounted. Other rate elements used in the provision of the service have not been listed, but may be found in the appropriate Company tariff.

2. Unless otherwise provided for in this Agreement, a Termination Liability Charge will be applicable if all or any part of the service is terminated prior to expiration of this Agreement. The applicable charge is dependent on the service period subscribed to and will be equal to the number of months remaining in the service period times the monthly rate provided under this Agreement. Two payment options are available:
- Continue paying the monthly rate for the remainder of the Agreement term, or
- Make a lump sum payment discounted by the current prime interest rate plus two percentage points.

3. Nonrecurring charges associated with this Agreement shall not apply for new installations. However, unless otherwise provided for in this Agreement, if all or any part of the service is disconnected prior to the expiration of this Agreement, then the Subscriber will pay full nonrecurring charges that were waived at installation as identified below in addition to applicable termination liability charges:

Line Connection Charge, First Line	\$73.00 each
Line Connection Charge, Additional Lines	\$22.00 each

Furthermore, if Customer disconnects all service offered on this Agreement prior to the expiration of this Agreement, then a Contract Preparation Charge applies in the amount of \$293.00 in addition to applicable termination liability charges.

4. Unless otherwise specified in this Agreement, Service Connection Charges as specified in Section A4 of the GSST will apply.

All trademarks and service marks contained herein are the property of BellSouth Intellectual Property Corporation.

END OF ARRANGEMENT AGREEMENT OPTION 1

PRIVATE/PROPRIETARY

CONTAINS PRIVATE AND/OR PROPRIETARY INFORMATION. MAY NOT BE USED OR DISCLOSED OUTSIDE THE
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Page 6 of 6

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ADDENDUM
AGREEMENT

Case Number AL05-H777-01

MASTER SERVICES AGREEMENT - ORDER ATTACHMENT FOR CSA SERVICES

This Order Attachment Agreement is Made Pursuant to the Master Services Agreement No. GA01-C214-00.

This Agreement is entered into pursuant to Tariff Section A5 of the General Subscriber Services Tariff.

Offer Expiration: This offer shall expire on: 12/31/2005.

Customer's Billing Address:
Sears, Roebuck and Company
3333 Beverly Rd
Hoffman Estates, IL 60179

PRIVATE/PROPRIETARY

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**ADDENDUM
AGREEMENT**

Case Number AL05-H777-01
Option 1 of 1

Estimated service interval following acceptance date: Negotiable weeks.

THE UNDERSIGNED PARTIES, BellSouth Telecommunications, Inc., a Georgia corporation, d/b/a BellSouth, ("Company") and Sears, Roebuck and Company ("Customer or Subscriber"), hereby agree, as acknowledged by their appropriate signatures as set out below, to amend and change Contract Service Arrangement (CSA) Agreements AL99-1474-02, FL99-1514-02, GA99-1515-02, KY99-1516-02, LA99-1519-02, MS99-1521-02, NC99-1523-02, SC99-1525-02 and TN99-1533-0, and Addendum Agreements AL02-3103-03, FL02-3104-02, GA02-3106-02, KY02-3085-02, LA02-3095-03, MS02-3097-03, NC02-3098-03, SC02-3101-03 and TN02-3102-02. This Addendum Agreement is based upon the following terms and conditions as well as any Attachment(s) affixed and the appropriate lawfully filed and approved tariffs which are by this reference incorporated herein.

1. Subscriber acknowledges that Subscriber has read and understands this Agreement and agrees to be bound by its terms and conditions. Subscriber further agrees that this Agreement, and any orders, constitute the complete and exclusive statement of the Agreement between the parties, superseding all proposals, representations, and/or prior agreements, oral or written, between the parties relating to the subject matter of the Agreement.
2. This Agreement is not binding upon Company until executed by an authorized employee, partner, or agent of Subscriber and Company. This Agreement may not be modified, amended, or superseded other than by a written instrument executed by both parties, approved by the appropriate Company organization, and incorporated into Company's mechanized system. The undersigned warrant and represent that they have the authority to bind Subscriber and Company to this Agreement.

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PRIVATE/PROPRIETARY

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**ADDENDUM
AGREEMENT**

Case Number AL05-H777-01
Option 1 of 1

IN WITNESS WHEREOF, the Parties hereto have caused this Order Attachment to be executed by their respective duly authorized representatives on the date indicated below.

Accepted by:

Subscriber:
Sears, Roebuck and Company

By: _____
Authorized Signature

Printed Name: _____

Title: _____

Date: _____

Company:
BellSouth Telecommunications, Inc.
By: BellSouth Business Systems, Inc.

By: _____
Authorized Signature

Printed Name: _____

Title: _____

Date: _____

PRIVATE/PROPRIETARY

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**ADDENDUM
AGREEMENT**

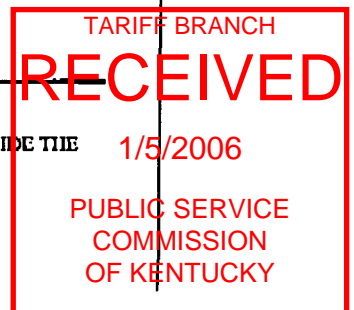
Case Number AL05-H777-01
Option 1 of 1

Service description:

This Addendum Agreement extends the Customer's existing per minute rate for intrastate, intraLATA Aggregated BellSouth® WatsSaver® service for twelve (12) months effective January 1, 2006 provided that Sears executes the agreement by December 31, 2005. This agreement will expire December 31, 2006.

PRIVATE/PROPRIETARY

CONTAINS PRIVATE AND/OR PROPRIETARY INFORMATION. MAY NOT BE USED OR DISCLOSED OUTSIDE THE BELLSOUTH COMPANIES EXCEPT PURSUANT TO A WRITTEN AGREEMENT.



**ADDENDUM
AGREEMENT**

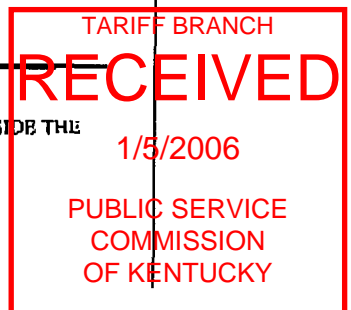
Case Number KY05-H792-01
Option 1 of 1

RATES AND CHARGES

	<u>Rate Elements</u>	<u>Non-Recurring</u>	<u>Monthly Rate</u>	<u>USOC</u>
1	There are no changes to the existing rate elements.	\$0.00	\$0.00	

PRIVATE/PROPRIETARY

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**ADDENDUM
AGREEMENT**

Case Number AL05-H777-01
Option 1 of 1

RATES AND CHARGES

NOTES:

There are no other additions, deletions or changes to the above referenced Contract Service Arrangement Agreement included in this Addendum Agreement. All other terms and conditions as previously agreed and acknowledged remain unchanged and in full force.

END OF ARRANGEMENT AGREEMENT OPTION 1

PRIVATE/PROPRIETARY

CONTAINS PRIVATE AND/OR PROPRIETARY INFORMATION. MAY NOT BE USED OR DISCLOSED OUTSIDE THE BELLSOUTH COMPANIES EXCEPT PURSUANT TO A WRITTEN AGREEMENT.

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**ADDENDUM
AGREEMENT**

Case Number KY05-H792-01
Option 1 of 1
Attachment 1

KENTUCKY ATTACHMENT

This Agreement is subject to the approval of the Kentucky Public Service Commission. In the event the Commission should modify any rate or provision of this Agreement, the Customer will have the option of accepting the modification(s) or of canceling the Agreement. If accepted, billing will be rendered from the installation date.

All terms and conditions of Contract Service Arrangement Agreement KY99-1516-02 apply to this Addendum Agreement unless modified herein.

PRIVATE/PROPRIETARY

CONTAINS PRIVATE AND/OR PROPRIETARY INFORMATION. MAY NOT BE USED OR DISCLOSED OUTSIDE THE BELLSOUTH COMPANIES EXCEPT PURSUANT TO A WRITTEN AGREEMENT.





October 31, 2005

BellSouth Business Systems, Inc.
2180 Lake Blvd, MS9A
Atlanta, GA 30319

Attention: Laurino Eldson

Re: Extension and Assignment of BellSouth Business Master Services Agreement (BBMSA) GA02-C214-00 by and between Computer Sciences Corporation (as assignee "CSC") and BellSouth Business Systems, Inc. ("Vendor") effective October 2, 2002 and Amendment 1 to Business Master Services Agreement dated December 5, 2002; Regulated Services Attachment (Volume & Term) dated May 1, 2002 (GA02-C214-10); Regulated Services Attachment - Tennessee Addendum dated March 25, 2003; Contract Service Arrangement (CSA-GA02-G133-01); Addendum Agreement(GA02-3106-02); Equipment & Equipment Services Attachment(GA02-C214-30); Contract Service Arrangement (Channelized Trunk Service - GA04-4678-02); Special Service Arrangement Agreement (NC03-F050-05) ([collectively,] the "Agreement")

Dear Madam:

Pursuant to Sears Roebuck and Co.'s ("Sears") termination of the outsourcing agreement between CSC and Sears, CSC is in the process of assisting Sears with an orderly transition of work back to Sears (the "Transition Services").

As a part of the Transition Services, Sears has indicated its desire to take assignment of the agreement between CSC and Vendor (the "Agreement"). CSC represents that neither CSC nor Vendor has made any amendments or modifications to the Agreement, except as herein. Therefore, Sears and CSC now desire to enter into this Assignment Agreement (the "Assignment Agreement"). All terms defined in the Agreement shall have the same meaning herein unless otherwise specifically noted. For the purposes of this letter, the "Assignment Date" shall be January 1, 2006. For good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereby agree as follows:

Subject to Vendor's and Sears' execution of this Assignment letter, CSC hereby notifies Vendor of CSC intent to renew the Agreement pursuant to Section 21 of the Agreement (on the same terms, conditions and prices as the original Agreement). Vendor hereby accepts CSC notice and consents to the assignment of the Agreement in accordance with the terms of this letter. As of the Assignment Date, Sears will assume all rights, obligations and liabilities associated with the assigned Agreement arising on and after the Assignment Date (including the extended term), and Vendor recognizes Sears as the permitted successor and assign under the Agreement. CSC represents and warrants to Sears: (1) CSC is not in default under the Agreement, and (2) all payments due by CSC under the Agreement are current through the effective date of this Assignment Agreement.

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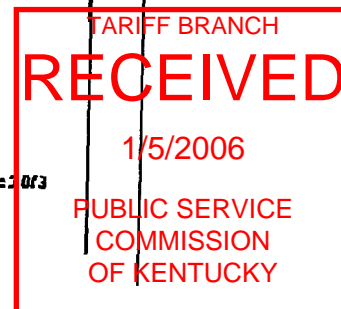
Pursuant to the Agreement, CSC will remain responsible for CSC's obligations or liabilities arising prior to the Assignment Date and Vendor waives all claims and rights against CSC, accruing from and after the Assignment Date that Vendor may have in connection with the Agreement. CSC shall incur no termination charges in connection with this Assignment (regardless of whether Sears later terminates the Agreement for convenience).

Following the Assignment Date, any communications regarding the Agreement should be directed to:

Ms. Valerie Bell
Sears Roebuck and Co.
3333 Beverly Road, B2-225B
Hoffman Estates, IL 60179

Please indicate your consent to the above by affixing your signature below and returning this document via facsimile to Mark Lebo at (847) 286-5876. All parties to this document agree that a facsimile shall be deemed an original signed copy. Your response within the next 5 business days would be greatly appreciated. If you have any questions or other administrative requirements, please contact, Mark Lebo at mlebo@csc.com

Signature Page to follow



Signature Page to Assignment Letter between Sears Roebuck and Co., Computer Sciences Corporation and BellSouth Business Systems, Inc.
October 31, 2005

Sincerely,

By: Valerie Bell

By: [Signature]

Valerie Bell
VP, IT Service Management & Architecture
Sears Roebuck and Co.

Mark E. Lebo
Procurement Manager, Sears Account
Computer Science Corporation

Date: 10/31/05

Date: 10/31/05

Acknowledged and agreed:

BellSouth Business Systems, Inc.

By: [Signature]

Name: Jeffrey S. Painting

Title: A.V.P

Date: 11/2/05

cc: Lucas Tompach, Sears

APPROVED AS TO FORM: [Signature]

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OF KENTUCKY

**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number TN05-B853-04

This Contract Service Arrangement (CSA) Agreement ("Agreement") is by and between BellSouth Telecommunications, Inc., a Georgia corporation, d/b/a BellSouth, ("Company") and SHOOTER CARNIVAL ("Customer or Subscriber"), and is entered into pursuant to Tariff Section A5 of the General Subscriber Services Tariff. This Agreement is based upon the following terms and conditions as well as any Attachment(s) affixed and the appropriate lawfully filed and approved tariffs which are by his reference incorporated herein.

1. Subscriber requests and Company agrees, subject to the terms and conditions herein, to provide the service described in this Agreement at the monthly and nonrecurring rates, charges, and conditions as described in this Agreement ("Service"). The rates, charges, and conditions described in this Agreement are binding upon Company and Subscriber for the duration of this Agreement. For the purposes of the effectiveness of the terms and conditions contained herein, this Agreement shall become effective upon execution by both parties. For purposes of the determination of any service period stated herein, said service period shall commence the date upon which installation of the service is completed.
2. Company agrees to provide Subscriber notice of any additional tariffed services required for the installation of the Service. Subscriber agrees to be responsible for all rates, charges and conditions for any additional tariffed services that are ordered by Subscriber.
3. This Agreement is subject to and controlled by the provisions of Company's or any of its affiliated companies' lawfully filed and approved tariffs, including but not limited to Section A5 of the General Subscriber Services Tariff and No. 2 of the Federal Communications Commission Tariff and shall include all changes to said tariffs as may be made from time to time. All appropriate tariff rates and charges shall be included in the provision of this service. Except for the expressed rates, charges, terms and conditions herein, in the event any part of this Agreement conflicts with the terms and conditions of Company's or any of its affiliated companies' lawfully filed and approved tariffs, the tariff shall control.
4. This Agreement may be subject to the appropriate regulatory approval prior to commencement of installation. Should such regulatory approval be denied, after a proper request by Company, this Agreement shall be null, void, and of no effect.
5. If Subscriber cancels this Agreement prior to the completed installation of the Service but after the execution of this Agreement by Subscriber and Company, Subscriber shall pay all reasonable costs incurred in the implementation of this Agreement prior to receipt of written notice of cancellation by Company. Notwithstanding the foregoing, such reasonable costs shall not exceed all costs which would apply if the work in the implementation of this Agreement had been completed by Company.
6. The rates, charges, and conditions described in this Agreement may be based upon information supplied to Company by the Subscriber, including but not limited to forecasts of growth. If so, Subscriber agrees to be bound by the information provided to Company. Should Subscriber fail to meet its forecasted level of service requirements at any time during the term of this Agreement, Subscriber shall pay all reasonable costs associated with its failure to meet its projected service requirements.
7. (a) If Subscriber cancels this Agreement at any time prior to the expiration of the service period set forth in this Agreement, Subscriber shall be responsible for all termination charges. Unless otherwise specified by the tariff, termination charges are defined as all reasonable charges due or remaining as a result of the minimum service period agreed to by the Company and Subscriber and set forth in this Agreement.

PRIVATE/PROPRIETARY

CONTAINS PRIVATE AND/OR PROPRIETARY INFORMATION. MAY NOT BE USED OR DISCLOSED OUTSIDE OF THE BELL SOUTH COMPANIES EXCEPT PURSUANT TO A WRITTEN AGREEMENT.



**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number TN05-B853-04

(b) Subscriber further acknowledges that it has options for its telecommunications services from providers other than Company and that it has chosen Company to provide the services in this Agreement. Accordingly, if Subscriber assigns this Agreement to a certified reseller of Company local services and the reseller executes a written document agreeing to assume all requirements of this Agreement, Subscriber will not be billed termination charges. However, Subscriber agrees that in the event it fails to meet its obligations under this Agreement or terminates this Agreement for services purchased pursuant to this Agreement in order to obtain services from a facilities based service provider or a service provider that utilizes unbundled network elements, Subscriber will be billed, as appropriate, termination charges as specified in this Agreement.

- 8. This Agreement shall be construed in accordance with the laws of the state applicable to the Service provided hereunder.
- 9. Except as otherwise provided in this Agreement, notices required to be given pursuant to this Agreement shall be effective when received, and shall be sufficient if given in writing and delivered, or United States mail, postage prepaid, addressed to the appropriate party at the address set forth below. Either party hereto may change the name and address to whom all notices or other documents required under this Agreement must be sent at any time by giving written notice to the other party.

Company
BellSouth Telecommunications, Inc.
Assistant Vice President
6055 Primacy Parkway
Memphis, TN 38119

Subscriber
SHOE CARNIVAL
8233 BAUMGART RD
EVANSVILLE, IN 47725

- 10. Subscriber may not assign its rights or obligations under this Agreement without the express written consent of Company and only pursuant to the conditions contained in the appropriate tariff.
- 11. In the event that one or more of the provisions contained in this Agreement or incorporated within by reference shall be invalid, illegal, or unenforceable in any respect under any applicable statute, regulatory requirement or rule of law, then such provisions shall be considered inoperative to the extent of such invalidity, illegality, or unenforceability and the remainder of this Agreement shall continue in full force and effect.
- 12. Subscriber acknowledges that Subscriber has read and understands this Agreement and agrees to be bound by its terms and conditions. Subscriber further agrees that this Agreement, and any orders, constitute the complete and exclusive statement of the Agreement between the parties, superseding all proposals, representations, and/or prior agreements, oral or written, between the parties relating to the subject matter of the Agreement.
- 13. Acceptance of any order by Company is subject to Company credit and other approval. Following order acceptance, if it is determined that: (i) the initial credit approval was based on inaccurate or incomplete information; or (ii) the customer's creditworthiness has significantly decreased, Company in its sole discretion reserves the right to cancel the order without liability or suspend the Order until accurate and appropriate credit approval requirements are established and accepted by Customer.
- 14. This Agreement is not binding upon Company until executed by an authorized employee, partner, or agent of Subscriber and Company. This Agreement may not be modified, amended, or superseded other than by a written instrument executed by both parties, approved by the appropriate Company

PRIVATE/PROPRIETARY

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number TN05-B853-04

organization, and incorporated into Company's mechanized system. The undersigned warrant and represent that they have the authority to bind Subscriber and Company to this Agreement.

PRIVATE/PROPRIETARY

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Page 3 of 26



**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number TN05-B853-04
Option 2 of 2

Offer Expiration: This offer shall expire on: 12/31/2005.

Estimated service interval following acceptance date: Negotiable weeks.

Service description:

This Contract Service Arrangement (CSA) provides for Business Lines and Hunting as part of Basic Local Exchange Service.

This Agreement is for a service period of thirty-six (36) months.

Additional orders placed at any time during this contract period will be coterminous with this Agreement.

This Agreement shall be extended for additional one-year terms under the same terms and conditions herein unless either party provides written notice of its intent not to renew the Agreement at least sixty (60) days prior to the expiration of the initial term or each additional one-year term.

Customer Initials

PRIVATE/PROPRIETARY
CONTAINS PRIVATE AND/OR PROPRIETARY INFORMATION, MAY NOT BE USED OR DISCLOSED OUTSIDE THE
BELLSOUTH COMPANIES EXCEPT PURSUANT TO A WRITTEN AGREEMENT.

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number FN05-B853-04
Option 2 of 2

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the dates set forth below.

Accepted by:

Subscriber:
SHOE CARNIVAL

By: W Kerry Jackson
Authorized Signature

Printed Name: W Kerry Jackson

Title: EVN-CFO

Date: 12-15-05

Company:
BellSouth Telecommunications, Inc.
By: BellSouth Business Systems, Inc.

By: David Poindexter
Authorized Signature

Printed Name: David Poindexter

Title: Sales Manager

Date: 12-19-05

PRIVATE/PROPRIETARY

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-B900-04

Optio 2 of 2

RATES AND CHARGES

	<u>Rate Elements</u>	<u>Non-Recurring</u>	<u>M</u>	<u>nthly Rate</u>	<u>USOC</u>
1	Flat Rate Main Station Line Service, Business, All Rate Groups -Per line	\$.00		\$25.80	1FB
2	Flat Rate Main Station Line Service, Business service-Caller ID compatible, All Rate Groups -Per line (Caller ID feature must be ordered separately.)	\$.00		\$25.80	1FBCL
3	Grouping Service, Individual line or trunk, Business Flat Rate, All Rate Groups -Each individual line or trunk	\$.00		\$.00	HTG
4	Touch-Tone Calling Service, Individual and Two-Party Line Service, Business -Per line or PBX trunk	\$.00		\$.00	TTB
5	Area Calling Service business, both way without local usage detail, Rate Group 5 - Per access line	\$.00		\$25.80	B2K2K
6	Individual line or trunk, Business Area Calling Service, each Rate Group 5	\$.00		\$5.70	HTGKX

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BELLSOUTH COMPANIES EXCEPT PURSUANT TO A WRITTEN AGREEMENT.



**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number N05-B853-04
Option 2 of 2

RATES AND CHARGES

NOTES:

1. All rules and regulations for Basic Local Exchange Service from Section A3 of the General Subscriber Services Tariff (GSST) are applicable to this Agreement. The rate elements included here have been specifically discounted. Other rate elements used in the provision of the service have not been listed, but may be found in the appropriate Company tariff. Examples of other rate elements are: FCC surcharges, regulatory fees, taxes, or charges for features ordered that are not listed in the Agreement.
2. Unless otherwise specified in this Agreement, Service Connection Charges as specified in Section A4 of the GSST will apply.
3. This CSA and the rates set forth herein apply to Orders for the purchase of Business Lines, Trunks, and/or Business Plus Lines from BellSouth Telecommunications, Inc. (BST) that are reported as regulated services by BST in accordance with the FCC's Part 32 'Uniform System of Accounts'.
4. In the event that a material change in Subscriber's business conditions jeopardizes Subscriber's ability to perform the terms and conditions stated herein, then Company and Subscriber both agree to make a good faith attempt to renegotiate any unfavorable term or condition. No change, amendment or modification to this agreement may be made without the mutual, prior and written consent of both parties and shall be consistent with the provisions of all applicable tariff(s).
5. Subscriber may upgrade to a higher BellSouth technology, with no termination liability with the following limitations and requirements:
 - 1) The new service must be at a higher access speed than the existing service access speed.
 - 2) The Subscriber must be migrating to another advanced, regulated service provided by BellSouth.
 - 3) The quantity of the advanced service access ports must be equivalent to or greater than the existing service access port quantity.
 - 4) The new contract created by this technology upgrade must be a.) for a term of twelve (12) months or longer, or b.) must exceed the remaining unexpired term of the existing, to be replaced, services contract.
 - 5) There shall be no lapse of time between the incumbent service and the new upgrade technology service. Service shall be consistent and continuous. The location of the upgrade service must be the same as the existing to be replaced service.
 - 6) The complete Service Period for the existing service being upgraded is twelve (12) months.

Subject to all applicable regulatory requirements, BellSouth agrees to reduce Subscriber's Minimum Quantity Requirement to the extent of any shortfall resulting from the migration to a Higher Order of Service.

All trademarks and service marks contained herein are the property of BellSouth Intellectual Property Corporation.

END OF ARRANGEMENT AGREEMENT OPTION 2

PRIVATE/PROPRIETARY
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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number F Y05-B900-04
Option 2 of 2
Attachment 1

KENTUCKY ATTACHMENT

This Agreement is subject to the approval of the Kentucky Public Service Commission. In the event the Commission should modify any rate or provision of this Agreement, the Customer will have the option of accepting the modification(s) or of canceling the Agreement. If accepted, billing will be rendered from the installation date.

RATES AND CHARGES

NOTES (continued)

6. The rates set forth in this Agreement are based upon the Subscriber purchasing from Company a quantity of two hundred thirty (230) flat rate Business Lines, Trunks, and/or Business Plus Lines throughout the BellSouth region ("Minimum Quantity Requirement") within three (3) months of execution of this Agreement and maintaining this Minimum Quantity Requirement throughout the term of this Agreement. The Subscriber's total quantity of flat rate Business Lines, Trunks, and/or Business Plus lines will be reviewed by the Company on the three (3) month anniversary date of the signing of this Agreement and no less than annually on the anniversary date of the signing of this Agreement to determine if the Minimum Quantity Requirement has been met and is being maintained. Failure on the part of the Company to perform this review shall not be considered a waiver of this provision. Should the Minimum Quantity Requirement not be attained within the time period specified, or if it is not maintained at any time after the three (3) month anniversary date, then Customer shall be responsible for the Commitment Shortfall. The "Commitment Shortfall" shall be equal to the number of Business Lines, Trunks, and/or Business Plus lines below the Minimum Quantity Requirement times the rates set forth in this Agreement. In addition, the Subscriber will be charged all non-recurring charges that were waived at installation of each Business Line, Trunk, and/or Business Plus line that falls below the Minimum Quantity Requirement, as identified below:

Line Connection Charge, First Line	\$73.00 each
Line Connection Charge, Additional Lines	\$22.00 each

Furthermore, if Customer disconnects all service offered on this Agreement prior to the expiration of this Agreement, then a Contract Preparation Charge applies in the amount of \$32.00 in addition to Customer's obligation to pay the Commitment Shortfall for the remainder of the term of this Agreement.

PRIVATE/PROPRIETARY

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**SPECIAL SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-K240-01

This Special Service Arrangement (SSA) Agreement ("Agreement") is by and between BellSouth Telecommunications, Inc., a Georgia corporation, d/b/a BellSouth, ("Company") and SmoothStone IP Communications Corp. ("Customer or Subscriber"), and is entered into pursuant to Tariff Section A5 of the General Subscriber Services Tariff. This Agreement is based upon the following terms and conditions as well as any Attachment(s) affixed and the appropriate lawfully filed and approved tariffs which are by this reference incorporated herein.

1. Subscriber requests and Company agrees, subject to the terms and conditions herein, to provide the service described in this Agreement at the monthly and nonrecurring rates, charges, and conditions as described in this Agreement ("Service"). The rates, charges, and conditions described in this Agreement are binding upon Company and Subscriber for the duration of this Agreement. For the purposes of the effectiveness of the terms and conditions contained herein, this Agreement shall become effective upon execution by both parties. For purposes of the determination of any service period stated herein, said service period shall commence the date upon which installation of the service is completed.
2. Company agrees to provide Subscriber notice of any additional tariffed services required for the installation of the Service. Subscriber agrees to be responsible for all rates, charges and conditions for any additional tariffed services that are ordered by Subscriber.
3. This Agreement is subject to and controlled by the provisions of Company's or any of its affiliated companies' lawfully filed and approved tariffs, including but not limited to Section A2 of the General Subscriber Services Tariff and No. 2 of the Federal Communications Commission Tariff and shall include all changes to said tariffs as may be made from time to time. All appropriate tariff rates and charges shall be included in the provision of this service. Except for the expressed rates, charges, terms and conditions herein, in the event any part of this Agreement conflicts with the terms and conditions of Company's or any of its affiliated companies' lawfully filed and approved tariffs, the tariff shall control.
4. This Agreement may be subject to the appropriate regulatory approval prior to commencement of installation. Should such regulatory approval be denied, after a proper request by Company, this Agreement shall be null, void, and of no effect.
5. If Subscriber cancels this Agreement prior to the completed installation of the Service, but after the execution of this Agreement by Subscriber and Company, Subscriber shall pay all reasonable costs incurred in the implementation of this Agreement prior to receipt of written notice of cancellation by Company. Notwithstanding the foregoing, such reasonable costs shall not exceed all costs which would apply if the work in the implementation of this Agreement had been completed by Company.
6. The rates, charges, and conditions described in this Agreement may be based upon information supplied to Company by the Subscriber, including but not limited to forecasts of growth. If so, Subscriber agrees to be bound by the information provided to Company. Should Subscriber fail to meet its forecasted level of service requirements at any time during the term of this Agreement, Subscriber shall pay all reasonable costs associated with its failure to meet its projected service requirements.
7. (a) If Subscriber cancels this Agreement at any time prior to the expiration of the service period set forth in this Agreement, Subscriber shall be responsible for all termination charges. Unless otherwise specified by the tariff, termination charges are defined as all reasonable charges due or remaining as a result of the minimum service period agreed to by the Company and Subscriber and set forth in this Agreement.

PRIVATE/PROPRIETARY

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**SPECIAL SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-K240-01

(b) Subscriber further acknowledges that it has options for its telecommunications services from providers other than Company and that it has chosen Company to provide the services in this Agreement. Accordingly, if Subscriber assigns this Agreement to a certified reseller of Company local services and the reseller executes a written document agreeing to assume all requirements of this Agreement, Subscriber will not be billed termination charges. However, Subscriber agrees that in the event it fails to meet its obligations under this Agreement or terminates this Agreement or services purchased pursuant to this Agreement in order to obtain services from a facilities based service provider or a service provider that utilizes unbundled network elements, Subscriber will be billed, as appropriate, termination charges as specified in this Agreement.

8. This Agreement shall be construed in accordance with the laws of the State of Kentucky.
9. Except as otherwise provided in this Agreement, notices required to be given pursuant to this Agreement shall be effective when received, and shall be sufficient if given in writing, hand delivered, or United States mail, postage prepaid, addressed to the appropriate party at the address set forth below. Either party hereto may change the name and address to whom all notices or other documents required under this Agreement must be sent at any time by giving written notice to the other party.

Company
BellSouth Telecommunications, Inc.
Assistant Vice President
9100 Shelbyville Road Ste 300
Louisville, KY 40202

Subscriber
SmoothStone IP Communications Corp.
707 W MAIN ST
LOUISVILLE, KY 40202

10. Subscriber may not assign its rights or obligations under this Agreement without the express written consent of Company and only pursuant to the conditions contained in the appropriate tariff.
11. In the event that one or more of the provisions contained in this Agreement or incorporated within by reference shall be invalid, illegal, or unenforceable in any respect under any applicable statute, regulatory requirement or rule of law, then such provisions shall be considered inoperative to the extent of such invalidity, illegality, or unenforceability and the remainder of this Agreement shall continue in full force and effect.
12. Subscriber acknowledges that Subscriber has read and understands this Agreement and agrees to be bound by its terms and conditions. Subscriber further agrees that this Agreement, and any orders, constitute the complete and exclusive statement of the Agreement between the parties, superseding all proposals, representations, and/or prior agreements, oral or written, between the parties relating to the subject matter of the Agreement.
13. Acceptance of any order by Company is subject to Company credit and other approvals. Following order acceptance, if it is determined that: (i) the initial credit approval was based on inaccurate or incomplete information; or (ii) the customer's creditworthiness has significantly decreased, Company in its sole discretion reserves the right to cancel the order without liability or suspend the Order until accurate and appropriate credit approval requirements are established and accepted by Customer.
14. This Agreement is not binding upon Company until executed by an authorized employee, partner, or agent of Subscriber and Company. This Agreement may not be modified, amended, or superseded other than by a written instrument executed by both parties, approved by the appropriate Company

PRIVATE/PROPRIETARY

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SPECIAL SERVICE ARRANGEMENT
AGREEMENT

Case Number KY05-K240-01

organization, and incorporated into Company's mechanized system. The undersigned warrant and represent that they have the authority to bind Subscriber and Company to this Agreement.

PRIVATE/PROPRIETARY

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BELL SOUTH COMPANIES EXCEPT PURSUANT TO A WRITTEN AGREEMENT.

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NO. 760 P003/007

BELL SOUTH ← F ■ ■ ■ ■



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COMMISSION OF KENTUCKY

**SPECIAL SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-K240-01
Option 1 of 1

This Agreement is subject to the approval of the Kentucky Public Service Commission. In the event the Commission should modify any rate or provision of this Agreement, the Customer will have the option of accepting the modification(s) or of canceling the Agreement. If accepted, billing will be rendered from the installation date.

Offer Expiration: This offer shall expire on: 4/7/2006.

Estimated service interval following acceptance date: Negotiable weeks.

Service description:

This Special Service Arrangement Agreement provides a one-time nonrecurring charge for the removal, upon request, of the Customer's BellSouth® Primary Rate ISDN service PRI Screening table(s). This service is limited to DMS, SESS, and EWSD® central offices.

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®EWSD is a registered trademark of Siemens Aktiengesellschaft

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SPECIAL SERVICE ARRANGEMENT
AGREEMENT

Case Number KY05-K240-01
Option 1 of 1

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the dates set forth below.

Accepted by:

Subscriber:
SmoothStone IP Communications Corp.

By: [Signature]
Authorized Signature

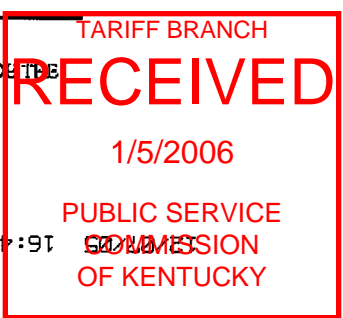
Printed Name: Jeff Welleneyer
Title: CTO
Date: 12/7/05

Company:
BellSouth Telecommunications, Inc.
By: BellSouth Business Systems, Inc.

By: [Signature]
Authorized Signature

Printed Name: [Signature]
Title: [Signature]
Date: 12/7/05

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**SPECIAL SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-K240-01
Option 1 of 1

RATES AND CHARGES

	<u>Rate Elements</u>	<u>Non-Recurring</u>	<u>Monthly Rate</u>	<u>USOC</u>
1	Remove BellSouth® Primary Rate ISDN Screening Table, per central office, per trunk group	\$40.00	\$0.00	WFFW3
2	Contract Preparation Charge	\$374.00	\$0.00	WGGVF

PRIVATE/PROPRIETARY

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**SPECIAL SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-K240-01
Option 1 of 1

RATES AND CHARGES

NOTES:

1. Customer has requested the removal of Screening Tables for its PRI services, and agrees that the removal of the Screening Table(s) for all Central Office Types will require that the billing option for usage type services (long distance and operator services) be billed to one (1) telephone number. In addition, in all BellSouth states, Customer must provide BellSouth with a telephone number that will serve as the Calling Party Number information in the call set-up message. If Customer desires Calling Number Delivery Blocking, that service will be provisioned separately, as provided in Section A 13.19.3.A.10 of the GSST.
2. In DMS central offices, if the removal of the Screening Table is utilized by Customer to create a number substitution, Customer understands and agrees that in order for 911 calls to be routed correctly, Customer must install a separate group of business lines or trunks over which to route 911 calls, rather than over the PRI facilities. Number substitution occurs when Customer's PBX is programmed in the PRI call set-up message to send a Calling Party Number that has not been assigned to the specific PBX location by BellSouth. A telephone number that is associated with a different location, an 800 number, and any telephone number provided by other telecommunications service providers would cause a number substitution to occur. In number substitution situations, Customer is responsible for installing separate trunk or business line facilities in the PBX, for reprogramming the PBX so that 911 calls are routed over these facilities rather than the PRI, and for testing this arrangement to make sure 911 calls can be routed correctly.
3. BellSouth assumes no liability for any loss or damage arising from Customer's failure to comply with the provisions set forth herein and Customer agrees to indemnify, defend and hold harmless BellSouth for any loss, claim, or damage which may arise from Customer's failure to comply with the requirements of this Agreement and the applicable tariffs.
4. If Customer breaches its obligations under this Agreement, if BellSouth receives complaints relating to this Agreement, or if BellSouth determines that it does not have the appropriate regulatory approval to continue the removal of the Screening Table, BellSouth reserves the right to immediately discontinue such removal and to reinstate the Screening Table.

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END OF ARRANGEMENT AGREEMENT OPTION 1

PRIVATE/PROPRIETARY

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TARIFF BRANCH

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1/5/2006

PUBLIC SERVICE
COMMISSION
OF KENTUCKY

**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-8077-01

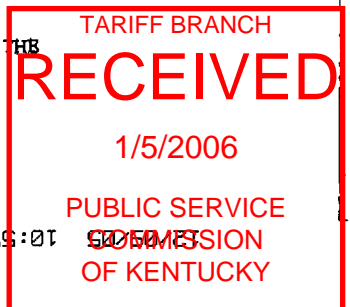
This Contract Service Arrangement (CSA) Agreement ("Agreement") is by and between BellSouth Telecommunications, Inc., a Georgia corporation, d/b/a BellSouth, ("Company") and SmoothStone IP Communications Corp. ("Customer or Subscriber"), and is entered into pursuant to Tariff Section A5 of the General Subscriber Services Tariff. This Agreement is based upon the following terms and conditions as well as any Attachment(s) affixed and the appropriate lawfully filed and approved tariffs which are by this reference incorporated herein.

1. Subscriber requests and Company agrees, subject to the terms and conditions herein, to provide the service described in this Agreement at the monthly and nonrecurring rates, charges, and conditions as described in this Agreement ("Service"). The rates, charges, and conditions described in this Agreement are binding upon Company and Subscriber for the duration of this Agreement. For the purposes of the effectiveness of the terms and conditions contained herein, this Agreement shall become effective upon execution by both parties. For purposes of the determination of any service period stated herein, said service period shall commence the date upon which installation of the service is completed.
2. Company agrees to provide Subscriber notice of any additional tariffed services required for the installation of the Service. Subscriber agrees to be responsible for all rates, charges and conditions for any additional tariffed services that are ordered by Subscriber.
3. This Agreement is subject to and controlled by the provisions of Company's or any of its affiliated companies' lawfully filed and approved tariffs, including but not limited to Section A2 of the General Subscriber Services Tariff and No. 2 of the Federal Communications Commission Tariff and shall include all changes to said tariffs as may be made from time to time. All appropriate tariff rates and charges shall be included in the provision of this service. Except for the expressed rates, charges, terms and conditions herein, in the event any part of this Agreement conflicts with the terms and conditions of Company's or any of its affiliated companies' lawfully filed and approved tariffs, the tariff shall control.
4. This Agreement may be subject to the appropriate regulatory approval prior to commencement of installation. Should such regulatory approval be denied, after a proper request by Company, this Agreement shall be null, void, and of no effect.
5. If Subscriber cancels this Agreement prior to the completed installation of the Service, but after the execution of this Agreement by Subscriber and Company, Subscriber shall pay all reasonable costs incurred in the implementation of this Agreement prior to receipt of written notice of cancellation by Company. Notwithstanding the foregoing, such reasonable costs shall not exceed all costs which would apply if the work in the implementation of this Agreement had been completed by Company.
6. The rates, charges, and conditions described in this Agreement may be based upon information supplied to Company by the Subscriber, including but not limited to forecasts of growth. If so, Subscriber agrees to be bound by the information provided to Company. Should Subscriber fail to meet its forecasted level of service requirements at any time during the term of this Agreement, Subscriber shall pay all reasonable costs associated with its failure to meet its projected service requirements.
7. (a) If Subscriber cancels this Agreement at any time prior to the expiration of the service period set forth in this Agreement, Subscriber shall be responsible for all termination charges. Unless otherwise specified by the tariff, termination charges are defined as all reasonable charges due or remaining as a result of the minimum service period agreed to by the Company and Subscriber and set forth in this Agreement.

PRIVATE/PROPRIETARY

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**CONTRACT SERVICE ARRANGEMENT
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Case Number KY05-8077-01

(b) Subscriber further acknowledges that it has options for its telecommunications services from providers other than Company and that it has chosen Company to provide the services in this Agreement. Accordingly, if Subscriber assigns this Agreement to a certified reseller of Company local services and the reseller executes a written document agreeing to assume all requirements of this Agreement, Subscriber will not be billed termination charges. However, Subscriber agrees that in the event it fails to meet its obligations under this Agreement or terminates this Agreement or services purchased pursuant to this Agreement in order to obtain services from a facilities based service provider or a service provider that utilizes unbundled network elements, Subscriber will be billed, as appropriate, termination charges as specified in this Agreement.

8. This Agreement shall be construed in accordance with the laws of the State of Kentucky.
9. Except as otherwise provided in this Agreement, notices required to be given pursuant to this Agreement shall be effective when received, and shall be sufficient if given in writing, hand delivered, or United States mail, postage prepaid, addressed to the appropriate party at the address set forth below. Either party hereto may change the name and address to whom all notices or other documents required under this Agreement must be sent at any time by giving written notice to the other party.

Company

BellSouth Telecommunications, Inc.
Assistant Vice President
9100 Shelbyville Road Ste 300
Louisville, KY 40202

Subscriber

SmoothStone IP Communications Corp.
707 W MAIN ST
LOUISVILLE, KY 40202

10. Subscriber may not assign its rights or obligations under this Agreement without the express written consent of Company and only pursuant to the conditions contained in the appropriate tariff.
11. In the event that one or more of the provisions contained in this Agreement or incorporated within by reference shall be invalid, illegal, or unenforceable in any respect under any applicable statute, regulatory requirement or rule of law, then such provisions shall be considered inoperative to the extent of such invalidity, illegality, or unenforceability and the remainder of this Agreement shall continue in full force and effect.
12. Subscriber acknowledges that Subscriber has read and understands this Agreement and agrees to be bound by its terms and conditions. Subscriber further agrees that this Agreement, and any orders, constitute the complete and exclusive statement of the Agreement between the parties, superseding all proposals, representations, and/or prior agreements, oral or written, between the parties relating to the subject matter of the Agreement.
13. Acceptance of any order by Company is subject to Company credit and other approvals. Following order acceptance, if it is determined that: (i) the initial credit approval was based on inaccurate or incomplete information; or (ii) the customer's creditworthiness has significantly decreased, Company in its sole discretion reserves the right to cancel the order without liability or suspend the Order until accurate and appropriate credit approval requirements are established and accepted by Customer.
14. This Agreement is not binding upon Company until executed by an authorized employee, partner, or agent of Subscriber and Company. This Agreement may not be modified, amended, or superseded other than by a written instrument executed by both parties, approved by the appropriate Company

PRIVATE/PROPRIETARY

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-8077-01

organization, and incorporated into Company's mechanized system. The undersigned warrant and represent that they have the authority to bind Subscriber and Company to this Agreement.

PRIVATE/PROPRIETARY

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COMMISSION
OF KENTUCKY

**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-8077-01
Option 1 of 1

This Agreement is subject to the approval of the Kentucky Public Service Commission. In the event the Commission should modify any rate or provision of this Agreement, the Customer will have the option of accepting the modification(s) or of canceling the Agreement. If accepted, billing will be rendered from the installation date.

Offer Expiration: This offer shall expire on: 4/8/2006.

Estimated service interval following acceptance date: Negotiable weeks.

Service description:

This Contract Service Arrangement (CSA) Agreement provides for Business Lines as part of Basic Local Exchange Service.

This Agreement is for a service period of twenty-four (24) months.

~~This Agreement shall be extended for additional one-year terms under the same terms and conditions herein unless either party provides written notice of its intent not to renew the Agreement at least sixty (60) days prior to the expiration of the initial term or each additional one-year term.~~

~~Customer Initials: _____~~

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CONTRACT SERVICE ARRANGEMENT
AGREEMENT

Case Number KY05-8077-01
Option 1 of 1

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the dates set forth below.

Accepted by:

Subscriber:
SmoothStone IP Communications Corp.

By: _____
Authorized Signature

Printed Name: Jeff Wellemeyer

Title: CIO

Date: 12/9/05

Company:
BellSouth Telecommunications, Inc.
By: BellSouth Business Systems, Inc.

By: _____
Authorized Signature

Printed Name: Trudy Lewis

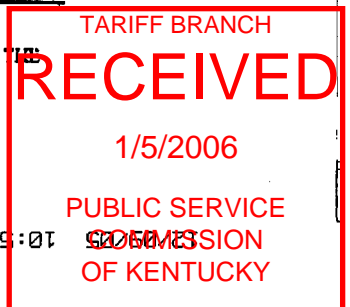
Title: Director

Date: 12/9/05

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**CONTRACT SERVICE ARRANGEMENT
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Case Number KY05-8077-01
Option 1 of 1

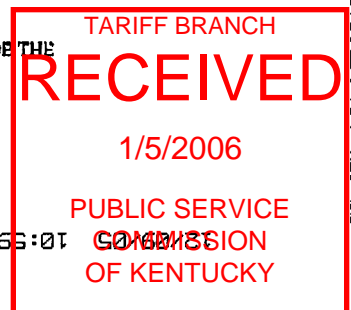
RATES AND CHARGES

	<u>Rate Elements</u>	<u>Non-Recurring</u>	<u>Monthly Rate</u>	<u>USOC</u>
1	Flat Rate Main Station Line Service, Business, Rate Group 5 -Per line	\$0.00	\$24.00	1FB
2	Flat Rate Main Station Line Service, Business with Caller ID, Rate Group 5 -Per line	\$0.00	\$24.00	1FBCL
3	Touch-Tone Calling Service, Individual and Two-Party Line Service, Business -Per line or PBX trunk	\$0.00	\$0.00	TTB

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-8077-01
Option 1 of 1

RATES AND CHARGES

NOTES:

1. All rules and regulations for Basic Local Exchange Service from Section A3 of the General Subscriber Services Tariff (GSST) are applicable to this Agreement. The rate elements included herein have been specifically discounted. Other rate elements used in the provision of the service have not been listed, but may be found in the appropriate Company tariff. Examples of other rate elements are: FCC surcharges, regulatory fees, taxes, or charges for features ordered that are not listed in the Agreement.
2. Unless otherwise specified in this Agreement, Service Connection Charges as specified in Section A4 of the GSST will apply.
3. The rates set forth in this Agreement are based upon the Subscriber purchasing from Company a quantity of thirty-six (36) flat rate Business Lines throughout the BellSouth region (Minimum Quantity Requirement) within three (3) months of execution of this Agreement and maintaining this Minimum Quantity Requirement throughout the term of this Agreement. The Subscriber's total quantity of flat rate Business Lines will be reviewed by the Company on the three (3) month anniversary date of the signing of this Agreement and no less than annually on the anniversary date of the signing of this Agreement to determine if the Minimum Quantity Requirement has been met and is being maintained. Failure on the part of the Company to perform this review shall not be considered a waiver of this provision. Should the Minimum Quantity Requirement not be attained within the time period specified, or if it is not maintained at any time after the three (3) month anniversary date, then Customer shall be responsible for the Commitment Shortfall. The "Commitment Shortfall" shall be equal to the number of Business Lines below the Minimum Quantity Requirement times the rates set forth in this Agreement. In addition, the Subscriber will be charged all nonrecurring charges that were waived at installation of each Business Line that falls below the Minimum Quantity Requirement, as identified below:

Line Connection Charge, First Line	\$ 73.00 each
Line Connection Charge, Additional Lines	\$ 22.00 each

Furthermore, if Customer disconnects all service offered on this Agreement prior to the expiration of this Agreement, then a Contract Preparation Charge applies in the amount of \$342.00 in addition to Customer's obligation to pay the Commitment Shortfall for the remainder of the term of this Agreement.

4. Subscriber reserves the right to request Company to recalculate the composite rate in this Agreement if Subscriber experiences a change in the allocation of the quantities and/or Rate Groups for the flat rate Business Lines during the term of this Agreement. Subscriber may make this request no more than annually on the anniversary date of the signing of this Agreement.
 - a. If the requested recalculation of the composite rate results in a rate that is equal to or less than ten percent (10%) below the stated composite rate in this Agreement, then no change will be made to the composite rate in this Agreement.
 - b. If the requested recalculation of the composite rate results in a rate that is greater than ten percent (10%) below the stated composite rate in this Agreement, then Subscriber may request a decrease in the composite rate in this Agreement via an Addendum. New rate will be effective beginning with the next billing cycle through the remainder of the Agreement term, or until next requested recalculation (if applicable). No retroactive credits will be given.
 - c. If the requested recalculation of the composite rate results in a rate that is greater than the stated composite rate in this Agreement, then no change will be made to the composite rate in this Agreement.

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-8077-01
Option 1 of 1

5. **Business Downturn.** In the event that a material change in Subscriber's business conditions jeopardizes Subscriber's ability to perform the terms and conditions stated herein, then Company and Subscriber both agree to make a good faith attempt to renegotiate any unfavorable term or condition. No change, amendment or modification to this agreement may be made without the mutual, prior and written consent of both parties and shall be consistent with the provisions of all applicable tariff(s).

Notwithstanding the preceding, in no event shall the rate in this Agreement be below cost.

6. In the event that a material change in Subscriber's business conditions jeopardizes Subscriber's ability to perform the terms and conditions stated herein, then Company and Subscriber both agree to make a good faith attempt to renegotiate any unfavorable term or condition. No change, amendment or modification to this agreement may be made without the mutual, prior and written consent of both parties and shall be consistent with the provisions of all applicable tariff(s).

All trademarks and service marks contained herein are the property of BellSouth Intellectual Property Corporation.

END OF ARRANGEMENT AGREEMENT OPTION 1

PRIVATE/PROPRIETARY

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COMMISSION
OF KENTUCKY

**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-G568-00

This Contract Service Arrangement (CSA) Agreement ("Agreement") is by and between BellSouth Telecommunications, Inc., a Georgia corporation, d/b/a BellSouth, ("Company") and SOS-STRATASPACE ("Customer or Subscriber"), and is entered into pursuant to Tariff Section A5 of the General Subscriber Services Tariff. This Agreement is based upon the following terms and conditions as well as any Attachment(s) affixed and the appropriate lawfully filed and approved tariffs which are by this reference incorporated herein.

1. Subscriber requests and Company agrees, subject to the terms and conditions herein, to provide the service described in this Agreement at the monthly and nonrecurring rates, charges, and conditions as described in this Agreement ("Service"). The rates, charges, and conditions described in this Agreement are binding upon Company and Subscriber for the duration of this Agreement. For the purposes of the effectiveness of the terms and conditions contained herein, this Agreement shall become effective upon execution by both parties. For purposes of the determination of any service period stated herein, said service period shall commence the date upon which installation of the service is completed.
2. Company agrees to provide Subscriber notice of any additional tariffed services required for the installation of the Service. Subscriber agrees to be responsible for all rates, charges and conditions for any additional tariffed services that are ordered by Subscriber.
3. This Agreement is subject to and controlled by the provisions of Company's or any of its affiliated companies' lawfully filed and approved tariffs, including but not limited to Section A2 of the General Subscriber Services Tariff and No. 2 of the Federal Communications Commission Tariff and shall include all changes to said tariffs as may be made from time to time. All appropriate tariff rates and charges shall be included in the provision of this service. Except for the expressed rates, charges, terms and conditions herein, in the event any part of this Agreement conflicts with the terms and conditions of Company's or any of its affiliated companies' lawfully filed and approved tariffs, the tariff shall control.
4. This Agreement may be subject to the appropriate regulatory approval prior to commencement of installation. Should such regulatory approval be denied, after a proper request by Company, this Agreement shall be null, void, and of no effect.
5. If Subscriber cancels this Agreement prior to the completed installation of the Service, but after the execution of this Agreement by Subscriber and Company, Subscriber shall pay all reasonable costs incurred in the implementation of this Agreement prior to receipt of written notice of cancellation by Company. Notwithstanding the foregoing, such reasonable costs shall not exceed all costs which would apply if the work in the implementation of this Agreement had been completed by Company.
6. The rates, charges, and conditions described in this Agreement may be based upon information supplied to Company by the Subscriber, including but not limited to forecasts of growth. If so, Subscriber agrees to be bound by the information provided to Company. Should Subscriber fail to meet its forecasted level of service requirements at any time during the term of this Agreement, Subscriber shall pay all reasonable costs associated with its failure to meet its projected service requirements.
7. (a) If Subscriber cancels this Agreement at any time prior to the expiration of the service period set forth in this Agreement, Subscriber shall be responsible for all termination charges. Unless otherwise specified by the tariff, termination charges are defined as all reasonable charges due or remaining as a result of the minimum service period agreed to by the Company and Subscriber and set forth in this Agreement.

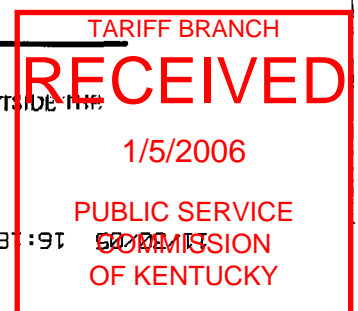
PRIVATE/PROPRIETARY

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Page 1 of 7

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-G568-00

(b) Subscriber further acknowledges that it has options for its telecommunications services from providers other than Company and that it has chosen Company to provide the services in this Agreement. Accordingly, if Subscriber assigns this Agreement to a certified reseller of Company local services and the reseller executes a written document agreeing to assume all requirements of this Agreement, Subscriber will not be billed termination charges. However, Subscriber agrees that in the event it fails to meet its obligations under this Agreement or terminates this Agreement or services purchased pursuant to this Agreement in order to obtain services from a facilities based service provider or a service provider that utilizes unbundled network elements, Subscriber will be billed, as appropriate, termination charges as specified in this Agreement.

8. This Agreement shall be construed in accordance with the laws of the State of Kentucky.
9. Except as otherwise provided in this Agreement, notices required to be given pursuant to this Agreement shall be effective when received, and shall be sufficient if given in writing, hand delivered, or United States mail, postage prepaid, addressed to the appropriate party at the address set forth below. Either party hereto may change the name and address to whom all notices or other documents required under this Agreement must be sent at any time by giving written notice to the other party.

Company
BellSouth Telecommunications, Inc.
Assistant Vice President
9100 Shelbyville Rd. Ste 300
Louisville, KY 40222

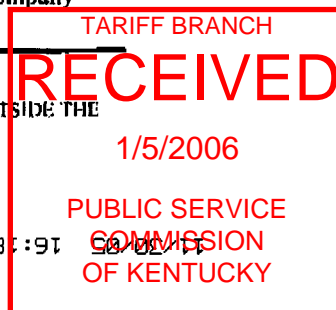
Subscriber
SOS-STRATASPACE
7616 Highway 329
Crestwood, KY 40014

10. Subscriber may not assign its rights or obligations under this Agreement without the express written consent of Company and only pursuant to the conditions contained in the appropriate tariff.
11. In the event that one or more of the provisions contained in this Agreement or incorporated within by reference shall be invalid, illegal, or unenforceable in any respect under any applicable statute, regulatory requirement or rule of law, then such provisions shall be considered inoperative to the extent of such invalidity, illegality, or unenforceability and the remainder of this Agreement shall continue in full force and effect.
12. Subscriber acknowledges that Subscriber has read and understands this Agreement and agrees to be bound by its terms and conditions. Subscriber further agrees that this Agreement, and any orders, constitute the complete and exclusive statement of the Agreement between the parties, superseding all proposals, representations, and/or prior agreements, oral or written, between the parties relating to the subject matter of the Agreement.
13. Acceptance of any order by Company is subject to Company credit and other approvals. Following order acceptance, if it is determined that: (i) the initial credit approval was based on inaccurate or incomplete information; or (ii) the customer's creditworthiness has significantly decreased, Company in its sole discretion reserves the right to cancel the order without liability or suspend the Order until accurate and appropriate credit approval requirements are established and accepted by Customer.
14. This Agreement is not binding upon Company until executed by an authorized employee, partner, or agent of Subscriber and Company. This Agreement may not be modified, amended, or superseded other than by a written instrument executed by both parties, approved by the appropriate Company

PRIVATE/PROPRIETARY

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Page 2 of 7



**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-G568-00

organization, and incorporated into Company's mechanized system. The undersigned warrant and represent that they have the authority to bind Subscriber and Company to this Agreement.

PRIVATE/PROPRIETARY

CONTAINS PRIVATE AND/OR PROPRIETARY INFORMATION. MAY NOT BE USED OR DISCLOSED OUTSIDE THE BELL SOUTH COMPANIES EXCEPT PURSUANT TO A WRITTEN AGREEMENT.

Page 3 of 7

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OF KENTUCKY

**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-G 58-00
Option of 1

This Agreement is subject to the approval of the Kentucky Public Service Commission. In the event the Commission should modify any rate or provision of this Agreement, the Customer will have the option of accepting the modification(s) or of canceling the Agreement. If accepted, billing will be rendered from the installation date.

Offer Expiration: This offer shall expire on: 2/12/2006.

Estimated service interval following acceptance date: Negotiable weeks.

Service description:

This Contract Service Arrangement (CSA) provides for BellSouth® Primary Rate ISDN - Voice/Data (Standard) service.

This Agreement provides for a twenty-four (24) month service period. (Notes 1.2.4)

This Agreement shall be extended for additional one-year terms under the same terms and conditions herein unless either party provides written notice of its intent not to renew the Agreement at least sixty (60) days prior to the expiration of the initial term or each additional one-year term.

Customer Initials OSR

PRIVATE/PROPRIETARY
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OF KENTUCKY

**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-G568-00
Option 1 of 1

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the dates set forth below.

Accepted by:

Subscriber:
SOS-STRATASPACE

By: [Signature]
Authorized Signature

Printed Name: LARRY HARMON

Title: President

Date: 11/26/05

Company:
BellSouth Telecommunications, Inc.
By: BellSouth Business Systems, Inc.

By: [Signature]
Authorized Signature

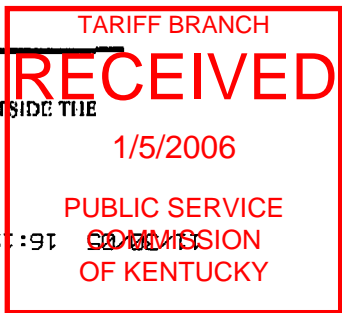
Printed Name: JIM MAKSHAN

Title: MR - Ky

Date: 11/20/05

PRIVATE/PROPRIETARY

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BELLSOUTH COMPANIES EXCEPT PURSUANT TO A WRITTEN AGREEMENT.



**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-G568-00
Option 1 of 1

RATES AND CHARGES

	<u>Rate Elements</u>	<u>Non-Recurring</u>	<u>Monthly Rate</u>	<u>USOC</u>
1	BellSouth® Primary Rate ISDN Access Line, each (Note 2)	\$0.00	\$130.00	ILDIE
2	BellSouth® Primary Rate ISDN Interface, each - Voice/Data (Standard) (Note 2, 3)	\$0.00	\$375.00	PR7IV
3	BellSouth® Primary Rate ISDN B-Channel, each - Voice/Data (Standard) (Note 2)	\$0.00	\$12.00	PR7BV
4	BellSouth® Primary Rate ISDN Telephone Numbers, per telephone number requested inward and 2-way	\$0.00	\$0.20	PR7TF
5	BellSouth® Primary Rate ISDN, Calling Name Delivery Feature, Per Primary Rate Interface	\$0.00	\$0.00	PR7CN
6	BellSouth® Primary Rate ISDN D-Channel - No Rate (Provisioning USOC)	\$0.00	\$0.00	PR7EX
7	Access Line Connection to ISDN from Existing Customer Facilities - No Rate (Provisioning USOC)	\$0.00	\$0.00	ILDIF
8	ISDN interoffice mileage	\$0.00	\$0.00	2LHLM

PRIVATE/PROPRIETARY

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OF KENTUCKY

**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-G568-00
Option 1 of 1

RATES AND CHARGES

NOTES:

1. All rules and regulations for BellSouth® Primary Rate ISDN service as set forth in the General Subscriber Services Tariff (USST) are applicable to this Agreement. The rate elements included herein have been specifically discounted. Other rate elements used in the provision of the service have not been listed, but may be found in the appropriate Company tariff. Examples of other rate elements are: FCC surcharges, regulatory fees, taxes, or charges for features ordered that are not listed in the Agreement.
2. The following nonrecurring charges will not apply upon initial installation. However, if the service is disconnected prior to the expiration of this CSA, then Subscriber will pay full nonrecurring charges as identified below in addition to applicable termination liability charges:

<u>USOC</u>	<u>Nonrecurring Charge</u>
Contract Preparation Charge	\$342.00
ILDIE	\$875.00, each
PR71V	\$110.00, each
PR7BV	\$ 5.00, each

3. Apply five End User Common Line Charges for each Primary Rate Interface.

All trademarks and service marks contained herein are the property of BellSouth Intellectual Property Corporation.

END OF ARRANGEMENT AGREEMENT OPTION 1

PRIVATE/PROPRIETARY

CONTAINS PRIVATE AND/OR PROPRIETARY INFORMATION. MAY NOT BE USED OR DISCLOSED OUTSIDE THE BELL SOUTHERN COMPANIES EXCEPT PURSUANT TO A WRITTEN AGREEMENT.

Page 7 of 7



**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number FL05-C136-01

This Contract Service Arrangement (CSA) Agreement ("Agreement") is by and between BellSouth Telecommunications, Inc., a Georgia corporation, d/b/a BellSouth, ("Company") and SUNRISE SENIOR LIVING ("Customer or Subscriber"), and is entered into pursuant to Tariff Section A5 of the General Subscriber Services Tariff. This Agreement is based upon the following terms and conditions as well as any Attachment(s) affixed and the appropriate lawfully filed and approved tariffs which are by this reference incorporated herein.

1. Subscriber requests and Company agrees, subject to the terms and conditions herein, to provide the service described in this Agreement at the monthly and nonrecurring rates, charges, and conditions as described in this Agreement ("Service"). The rates, charges, and conditions described in this Agreement are binding upon Company and Subscriber for the duration of this Agreement. For the purposes of the effectiveness of the terms and conditions contained herein, this Agreement shall become effective upon execution by both parties. For purposes of the determination of any service period stated herein, said service period shall commence the date upon which installation of the service is completed.
2. Company agrees to provide Subscriber notice of any additional tariffed services required for the installation of the Service. Subscriber agrees to be responsible for all rates, charges and conditions for any additional tariffed services that are ordered by Subscriber.
3. This Agreement is subject to and controlled by the provisions of Company's or any of its affiliated companies' lawfully filed and approved tariffs, including but not limited to Section A2 of the General Subscriber Services Tariff and No. 2 of the Federal Communications Commission Tariff and shall include all changes to said tariffs as may be made from time to time. All appropriate tariff rates and charges shall be included in the provision of this service. Except for the expressed rates, charges, terms and conditions herein, in the event any part of this Agreement conflicts with the terms and conditions of Company's or any of its affiliated companies' lawfully filed and approved tariffs, the tariff shall control.
4. This Agreement may be subject to the appropriate regulatory approval prior to commencement of installation. Should such regulatory approval be denied, after a proper request by Company, this Agreement shall be null, void, and of no effect.
5. If Subscriber cancels this Agreement prior to the completed installation of the Service, but after the execution of this Agreement by Subscriber and Company, Subscriber shall pay all reasonable costs incurred in the implementation of this Agreement prior to receipt of written notice of cancellation by Company. Notwithstanding the foregoing, such reasonable costs shall not exceed all costs which would apply if the work in the implementation of this Agreement had been completed by Company.
6. The rates, charges, and conditions described in this Agreement may be based upon information supplied to Company by the Subscriber, including but not limited to forecasts of growth. If so, Subscriber agrees to be bound by the information provided to Company. Should Subscriber fail to meet its forecasted level of service requirements at any time during the term of this Agreement, Subscriber shall pay all reasonable costs associated with its failure to meet its projected service requirements.
7. (a) If Subscriber cancels this Agreement at any time prior to the expiration of the service period set forth in this Agreement, Subscriber shall be responsible for all termination charges. Unless otherwise specified by the tariff, termination charges are defined as all reasonable charges due or remaining as a result of the minimum service period agreed to by the Company and Subscriber and set forth in this Agreement.

PRIVATE/PROPRIETARY

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number FL05-C136-01

(b) Subscriber further acknowledges that it has options for its telecommunications services from providers other than Company and that it has chosen Company to provide the services in this Agreement. Accordingly, if Subscriber assigns this Agreement to a certified reseller of Company local services and the reseller executes a written document agreeing to assume all requirements of this Agreement, Subscriber will not be billed termination charges. However, Subscriber agrees that in the event it fails to meet its obligations under this Agreement or terminates this Agreement or services purchased pursuant to this Agreement in order to obtain services from a facilities based service provider or a service provider that utilizes unbundled network elements, Subscriber will be billed, as appropriate, termination charges as specified in this Agreement.

- 8. This Agreement shall be construed in accordance with the laws of the state applicable to the Service provided hereunder .
- 9. Except as otherwise provided in this Agreement, notices required to be given pursuant to this Agreement shall be effective when received, and shall be sufficient if given in writing, hand delivered, or United States mail, postage prepaid, addressed to the appropriate party at the address set forth below. Either party hereto may change the name and address to whom all notices or other documents required under this Agreement must be sent at any time by giving written notice to the other party.

Company

BellSouth Telecommunications, Inc.
Assistant Vice President
2180 Lake Blvd, Suite 8D37
Atlanta, GA 30319

Subscriber

SUNRISE SENIOR LIVING
C-O AUDIT-TEL, INC 7293 BEECHMONT AVE
CINCINNATI, OH 45230

- 10. Subscriber may not assign its rights or obligations under this Agreement without the express written consent of Company and only pursuant to the conditions contained in the appropriate tariff.
- 11. In the event that one or more of the provisions contained in this Agreement or incorporated within by reference shall be invalid, illegal, or unenforceable in any respect under any applicable statute, regulatory requirement or rule of law, then such provisions shall be considered inoperative to the extent of such invalidity, illegality, or unenforceability and the remainder of this Agreement shall continue in full force and effect.
- 12. Subscriber acknowledges that Subscriber has read and understands this Agreement and agrees to be bound by its terms and conditions. Subscriber further agrees that this Agreement, and any orders, constitute the complete and exclusive statement of the Agreement between the parties, superseding all proposals, representations, and/or prior agreements, oral or written, between the parties relating to the subject matter of the Agreement.
- 13. Acceptance of any order by Company is subject to Company credit and other approvals. Following order acceptance, if it is determined that: (i) the initial credit approval was based on inaccurate or incomplete information; or (ii) the customer's creditworthiness has significantly decreased, Company in its sole discretion reserves the right to cancel the order without liability or suspend the Order until accurate and appropriate credit approval requirements are established and accepted by Customer.
- 14. This Agreement is not binding upon Company until executed by an authorized employee, partner, or agent of Subscriber and Company. This Agreement may not be modified, amended, or superseded other than by a written instrument executed by both parties, approved by the appropriate Company

PRIVATE/PROPRIETARY

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number FL05-C136-01

organization, and incorporated into Company's mechanized system. The undersigned warrant and represent that they have the authority to bind Subscriber and Company to this Agreement.

PRIVATE/PROPRIETARY

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number FL05-C136-01
Option 1 of 1

Offer Expiration: This offer shall expire on: 2/19/2006.

Estimated service interval following acceptance date: Negotiable weeks.

Service description:

This Contract Service Arrangement (CSA) provides for Business Lines and/or Trunks as part of Basic Local Exchange Service.

This Agreement is for a service period of twelve (12) months.

The rates in this Contract Service Arrangement Agreement are contingent upon Subscriber executing Contract Service Arrangement Agreements FL05-C136-01, GA05-F567-01, KY05-F564-01, LA05-F561-01, NC05-C142-01, SC05-C258-01 and TN05-C146-01. If the Subscriber fails to execute the above referenced Agreements, the rates, terms and conditions of this Contract Service Arrangement Agreement shall be null and void and rates for the services covered by this Agreement shall revert to the tariff rates.

This Agreement shall be extended for additional one-year terms under the same terms and conditions herein unless either party provides written notice of its intent not to renew the Agreement at least sixty (60) days prior to the expiration of the initial term or each additional one-year term.

Customer Initials RNS

PRIVATE/PROPRIETARY

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Page 4 of 21

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number FL05-C136-01
Option 1 of 1

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the dates set forth below.

Accepted by:

Subscriber:
SUNRISE SENIOR LIVING

By: *D.L. Bull*
Authorized Signature

Printed Name: D.L. Bull

Title: IT Mgr-Voice Programs

Date: December 02, 2005

Company:
BellSouth Telecommunications, Inc.
By: BellSouth Business Systems, Inc.

By: *Maryann Baker*
Authorized Signature

Printed Name: MARYANN BAKER

Title: Support Sales Manager

Date: 12-2-05

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-F564-01
Option 1 of 1

RATES AND CHARGES

	<u>Rate Elements</u>	<u>Non-Recurring</u>	<u>Monthly Rate</u>	<u>USOC</u>
1	Flat Rate Main Station Line Service, Business, All Rate Groups -Per line	\$0.00	\$28.24	1FB
2	Flat Rate Main Station Line Service, Business-Caller ID compatible, All Rate Groups -Per line (Caller ID feature must be ordered separately.)	\$0.00	\$28.24	1FBCL
3	Grouping Service, Individual line or trunk, Business Flat Rate, All Rate Groups -Each individual line or trunk	\$0.00	\$0.00	HTG
4	Touch-Tone Calling Service, Individual and Two-Party Line Service, Business -Per line or PBX trunk	\$0.00	\$0.00	TTB

PRIVATE/PROPRIETARY

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BELLSOUTH COMPANIES EXCEPT PURSUANT TO A WRITTEN AGREEMENT.



**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number FL05-C136-01
Option 1 of 1

RATES AND CHARGES

NOTES:

1. All rules and regulations for Basic Local Exchange Service from Section A3 of the General Subscriber Services Tariff (GSST) are applicable to this Agreement. The rate elements included herein have been specifically discounted. Other rate elements used in the provision of the service have not been listed, but may be found in the appropriate Company tariff. Examples of other rate elements are: FCC surcharges, regulatory fees, taxes, or charges for features ordered that are not listed in the Agreement.
2. Unless otherwise specified in this Agreement, Service Connection Charges as specified in Section A4 of the GSST will apply.
3. This CSA and the rates set forth herein apply to Orders for the purchase of Business Lines, Trunks, and/or Business Plus Lines from BellSouth Telecommunications, Inc. (BST) that are reported as regulated services by BST in accordance with the FCC's Part 32 'Uniform System of Accounts'.
4. Subscriber may after i.) the expiration of twelve (12) months from the initial services Agreement signing, or ii.) expiration of twenty-five percent (25%) of the original service term, upgrade to a higher BellSouth technology, with no termination liability with the following limitations and requirements:
 - a) The new service must be at the same or higher access speed than the existing Service access speed.
 - b) The Subscriber must be migrating to another advanced Service provided by BellSouth.
 - c) The quantity of the Service access ports must be equivalent to or greater than the existing service access port quantity.
 - d) The new contract created by this technology upgrade must be i.) for a term of twelve (12) months or longer, or ii.) must exceed the remaining unexpired term of the existing, to be replaced, services contract – whichever is longer.
 - e) There shall be no lapse of time between the incumbent service and the new upgrade technology service. Service shall be consistent and continuous.
 - f) The location of the upgrade service must be the same as the existing to be replaced service.

All trademarks and service marks contained herein are the property of BellSouth Intellectual Property Corporation.

END OF ARRANGEMENT AGREEMENT OPTION 1

PRIVATE/PROPRIETARY

CONTAINS PRIVATE AND/OR PROPRIETARY INFORMATION. MAY NOT BE USED OR DISCLOSED OUTSIDE THE BELLSOUTH COMPANIES EXCEPT PURSUANT TO A WRITTEN AGREEMENT.



**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-F564-01

Option 1 of 1

Attachment 1

KENTUCKY ATTACHMENT

This Agreement is subject to the approval of the Kentucky Public Service Commission. In the event the Commission should modify any rate or provision of this Agreement, the Customer will have the option of accepting the modification(s) or of canceling the Agreement. If accepted, billing will be rendered from the installation date.

RATES AND CHARGES

NOTES (continued)

5. The rates set forth in this Agreement are based upon the Subscriber maintaining a quantity of three hundred thirty-six (336) flat rate Business Lines, Trunks, and/or Business Plus Lines throughout the BellSouth region ("Minimum Quantity Requirement") throughout the term of this Agreement. The Subscriber's total quantity of flat rate Business Lines, Trunks, and/or Business Plus lines will be reviewed by the Company on the three (3) month anniversary date of the signing of this Agreement and no less than annually on the anniversary date of the signing of this Agreement to determine if the Minimum Quantity Requirement has been met and is being maintained. Failure on the part of the Company to perform this review shall not be considered a waiver of this provision. Should the Minimum Quantity Requirement not be attained within the time period specified, or if it is not maintained at any time after the three (3) month anniversary date, then Customer shall be responsible for the Commitment Shortfall. The "Commitment Shortfall" shall be equal to the number of Business Lines, Trunks, and/or Business Plus lines below the Minimum Quantity Requirement times the rates set forth in this Agreement. In addition, the Subscriber will be charged all nonrecurring charges that were waived at installation of each Business Line, Trunk, and/or Business Plus line that falls below the Minimum Quantity Requirement, as identified below:

Line Connection Charge, First Line	\$73.00 each
Line Connection Charge, Additional Lines	\$22.00 each

These charges only apply to new services installed and does not apply to existing services.

Furthermore, if Customer disconnects all service offered on this Agreement prior to the expiration of this Agreement, then a Contract Preparation Charge applies in the amount of \$293.00 in addition to Customer's obligation to pay the Commitment Shortfall for the remainder of the term of this Agreement.

PRIVATE/PROPRIETARY

CONTAINS PRIVATE AND/OR PROPRIETARY INFORMATION. MAY NOT BE USED OR DISCLOSED OUTSIDE THE BELLSOUTH COMPANIES EXCEPT PURSUANT TO A WRITTEN AGREEMENT.



SENT BY: SENIOR LIFE GROUP;
001-21-2005 FRI 09:04 AM BELLSOUTH

5022412535;

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PAGE 2

FAX NO. 4

P. 04

**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-G352-02

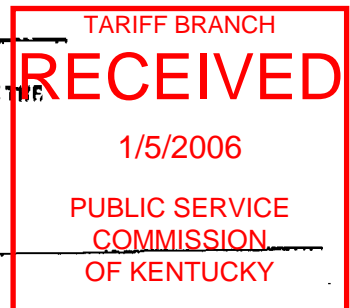
This Contract Service Arrangement (CSA) Agreement ("Agreement") is by and between BellSouth Telecommunications, Inc., a Georgia corporation, d/b/a BellSouth, ("Company") and ULTRA INC ("Customer or Subscriber"), and is entered into pursuant to Tariff Section A5 of the General Subscriber Services Tariff. This Agreement is based upon the following terms and conditions as well as any Attachment(s) affixed and the appropriate lawfully filed and approved tariffs which are by this reference incorporated herein.

1. Subscriber requests and Company agrees, subject to the terms and conditions herein, to provide the service described in this Agreement at the monthly and nonrecurring rates, charges, and conditions as described in this Agreement ("Service"). The rates, charges, and conditions described in this Agreement are binding upon Company and Subscriber for the duration of this Agreement. For the purposes of the effectiveness of the terms and conditions contained herein, this Agreement shall become effective upon execution by both parties. For purposes of the determination of any service period stated herein, said service period shall commence the date upon which installation of the service is completed.
2. Company agrees to provide Subscriber notice of any additional tariffed services required for the installation of the Service. Subscriber agrees to be responsible for all rates, charges and conditions for any additional tariffed services that are ordered by Subscriber.
3. This Agreement is subject to and controlled by the provisions of Company's or any of its affiliated companies' lawfully filed and approved tariffs, including but not limited to Section A2 of the General Subscriber Services Tariff and No. 2 of the Federal Communications Commission Tariff and shall include all changes to said tariffs as may be made from time to time. All appropriate tariff rates and charges shall be included in the provision of this service. Except for the expressed rates, charges, terms and conditions herein, in the event any part of this Agreement conflicts with the terms and conditions of Company's or any of its affiliated companies' lawfully filed and approved tariffs, the tariff shall control.
4. This Agreement may be subject to the appropriate regulatory approval prior to commencement of installation. Should such regulatory approval be denied, after a proper request by Company, this Agreement shall be null, void, and of no effect.
5. If Subscriber cancels this Agreement prior to the completed installation of the Service, but after the execution of this Agreement by Subscriber and Company, Subscriber shall pay all reasonable costs incurred in the implementation of this Agreement prior to receipt of written notice of cancellation by Company. Notwithstanding the foregoing, such reasonable costs shall not exceed all costs which would apply if the work in the implementation of this Agreement had been completed by Company.
6. The rates, charges, and conditions described in this Agreement may be based upon information supplied to Company by the Subscriber, including but not limited to forecasts of growth. If so, Subscriber agrees to be bound by the information provided to Company. Should Subscriber fail to meet its forecasted level of service requirements at any time during the term of this Agreement, Subscriber shall pay all reasonable costs associated with its failure to meet its projected service requirements.
7. (a) If Subscriber cancels this Agreement at any time prior to the expiration of the service period set forth in this Agreement, Subscriber shall be responsible for all termination charges. Unless otherwise specified by the tariff, termination charges are defined as all reasonable charges due or remaining as a result of the minimum service period agreed to by the Company and Subscriber and set forth in this Agreement.

PRIVATE/PROPRIETARY

CONTAINS PRIVATE AND/OR PROPRIETARY INFORMATION. MAY NOT BE USED OR DISCLOSED OUTSIDE THE BELLSOUTH COMPANIES EXCEPT PURSUANT TO A WRITTEN AGREEMENT.

Page 1 of 8



SENT BY: SENIOR LIFE GROUP;
001-21-2005 WK1 09:04 AM BELLSOUTH

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NOV-29-05 3:00PM;

PAGE 3

FAX NO. 4

P. 05

**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-G352-02

(b) Subscriber further acknowledges that it has options for its telecommunications services from providers other than Company and that it has chosen Company to provide the services in this Agreement. Accordingly, if Subscriber assigns this Agreement to a certified reseller of Company local services and the reseller executes a written document agreeing to assume all requirements of this Agreement, Subscriber will not be billed termination charges. However, Subscriber agrees that in the event it fails to meet its obligations under this Agreement or terminates this Agreement or services purchased pursuant to this Agreement in order to obtain services from a facilities based service provider or a service provider that utilizes unbundled network elements, Subscriber will be billed, as appropriate, termination charges as specified in this Agreement.

- 8. This Agreement shall be construed in accordance with the laws of the State of Kentucky.
- 9. Except as otherwise provided in this Agreement, notices required to be given pursuant to this Agreement shall be effective when received, and shall be sufficient if given in writing, hand delivered, or United States mail, postage prepaid, addressed to the appropriate party at the address set forth below. Either party hereto may change the name and address to whom all notices or other documents required under this Agreement must be sent at any time by giving written notice to the other party.

Company
BellSouth Telecommunications, Inc.
Assistant Vice President
333 Commerce St.
Nashville, TN 37201

Subscriber
ULTRA INC
6815 W HIGHTWAY 22
CRESTWOOD, KY 40014

- 10. Subscriber may not assign its rights or obligations under this Agreement without the express written consent of Company and only pursuant to the conditions contained in the appropriate tariff.
- 11. In the event that one or more of the provisions contained in this Agreement or incorporated within by reference shall be invalid, illegal, or unenforceable in any respect under any applicable statute, regulatory requirement or rule of law, then such provisions shall be considered inoperative to the extent of such invalidity, illegality, or unenforceability and the remainder of this Agreement shall continue in full force and effect.
- 12. Subscriber acknowledges that Subscriber has read and understands this Agreement and agrees to be bound by its terms and conditions. Subscriber further agrees that this Agreement, and any orders, constitute the complete and exclusive statement of the Agreement between the parties, superseding all proposals, representations, and/or prior agreements, oral or written, between the parties relating to the subject matter of the Agreement.
- 13. Acceptance of any order by Company is subject to Company credit and other approvals. Following order acceptance, if it is determined that: (i) the initial credit approval was based on inaccurate or incomplete information; or (ii) the customer's creditworthiness has significantly decreased, Company in its sole discretion reserves the right to cancel the order without liability or suspend the Order until accurate and appropriate credit approval requirements are established and accepted by Customer.
- 14. This Agreement is not binding upon Company until executed by an authorized employee, partner, or agent of Subscriber and Company. This Agreement may not be modified, amended, or superseded other than by a written instrument executed by both parties, approved by the appropriate Company

PRIVATE/PROPRIETARY

CONTAINS PRIVATE AND/OR PROPRIETARY INFORMATION. MAY NOT BE USED OR DISCLOSED OUTSIDE THE BELLSOUTH COMPANIES EXCEPT PURSUANT TO A WRITTEN AGREEMENT.

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P. 04

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PAGE 4

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P. 00

**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-G352-02

organization, and incorporated into Company's mechanized system. The undersigned warrant and represent that they have the authority to bind Subscriber and Company to this Agreement.

PRIVATE/PROPRIETARY

CONTAINS PRIVATE AND/OR PROPRIETARY INFORMATION. MAY NOT BE USED OR DISCLOSED OUTSIDE THE BELLSOUTH COMPANIES EXCEPT PURSUANT TO A WRITTEN AGREEMENT.

Page 3 of 8

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PAGE 5/8
P. 07

**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-G352-02
Option 1 of 1

Offer Expiration: This offer shall expire on: 2/16/2006.

Estimated service interval following acceptance date: Negotiable weeks.

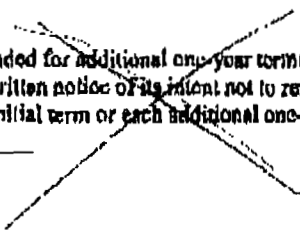
Service description:

This Agreement is for a service period of twelve (12) months.

®BellSouth is a registered trademark of BellSouth Intellectual Property Corporation.

This Agreement shall be extended for additional one-year terms under the same terms and conditions herein unless either party provides written notice of its intent not to renew the Agreement at least sixty (60) days prior to the expiration of the initial term or each additional one-year term.

Customer Initials _____



PRIVATE/PROPRIETARY

CONTAINS PRIVATE AND/OR PROPRIETARY INFORMATION. MAY NOT BE USED OR DISCLOSED OUTSIDE THE BELL SOUTHWESTERN TELEPHONE COMPANY EXCEPT PURSUANT TO A WRITTEN AGREEMENT.

TARIFF BRANCH
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PAGE 6/9
P. 08

**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-G352-02
Option 1 of 1

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the dates set forth below.

Accepted by:

Subscriber:
ULTRA INC

By: Dennis Sherrod
Authorized Signature

Printed Name: Dennis Sherrod

Title: President

Date: 11/29/05

Company:
BellSouth Telecommunications, Inc.

By: BellSouth Telecommunications, Inc.

By: David P. Taylor
Authorized Signature

Printed Name: David P. Taylor

Title: Sales Manager

Date: 11/29/05

PRIVATE/PROPRIETARY

CONTAINS PRIVATE AND/OR PROPRIETARY INFORMATION. MAY NOT BE USED OR DISCLOSED OUTSIDE OF BELL SOUTH COMPANIES EXCEPT PURSUANT TO A WRITTEN AGREEMENT.

TARIFF BRANCH
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PAGE 7/9
 P. 09

**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-G352-02
 Option 1 of 1

RATES AND CHARGES

	<u>Rate Elements</u>	<u>Non-Recurring</u>	<u>Monthly Rate</u>	<u>USOC</u>
1	BellSouth® Centrex service, Payment Plan 1, Standard common equipment, each	\$0.00	\$115.00	M1ACS
2	BellSouth® Centrex service, Payment Plan 1, Common equipment customized by the Company at the subscriber's request, each	\$0.00	\$115.00	M1ACC
3	BellSouth® Centrex service, Standard Features, per station line, each	\$0.00	\$3.95	CENAA
4	BellSouth® Centrex service, Payment Plan 1, Station Links, Flat Rate, each	\$0.00	\$12.63	M4LFA
5	BellSouth® Centrex service, Payment Plan 1, Station Links for 800 Service Termination, Flat Rate, each	\$0.00	\$12.63	M4LFB
6	BellSouth® Centrex service, Payment Plan 1, Station Links Equipped with Caller ID, Flat Rate, each	\$0.00	\$12.63	M4LFH
7	BellSouth® Centrex service, Payment Plan 1, Station Links for Provision in a Different Serving Wire Center, Flat Rate, each	\$0.00	\$12.63	M4LFM
8	BellSouth® Centrex service, Payment Plan 1, Station Links for Provision in a Different Serving Wire Center for 800 service Termination, Flat Rate, each	\$0.00	\$12.63	M4LFZ
9	BellSouth® Centrex service, Payment Plan 1, Station Links Termination on MegaLink® service, LightGate® service, or Equivalent Services, Flat Rate, each	\$0.00	\$0.00	M4LF9
10	BellSouth® Centrex service, Payment Plan 1, Station Links Termination on MegaLink® service, LightGate® service, or Equivalent Services for 800 service Termination, Flat Rate, each	\$0.00	\$0.00	M4LF2
11	BellSouth® Centrex service, Payment Plan 1, Bridged Links, located on different premises from station link on non-	\$0.00	\$12.63	M1FNX

PRIVATE/PROPRIETARY

CONTAINS PRIVATE AND/OR PROPRIETARY INFORMATION. MAY NOT BE USED OR DISCLOSED OUTSIDE THE BELLSOUTH COMPANIES EXCEPT PURSUANT TO A WRITTEN AGREEMENT.

TARIFF BRANCH
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PAGE 8/9
P. 10

**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05 G352-02
Option 1 of 1

RATES AND CHARGES

	continuous property, each			
12	BellSouth® Centrex service, Payment Plan 1, Bridged Links, located on different premises from station link on same continuous property, each	\$.00	\$12.63	MIFCX
13	BellSouth® Centrex service, Payment Plan 1, Extended Bridged Links, extended to different premises, different serving wire center, each	\$.00	\$12.63	MIFEX
14	BellSouth® Centrex service, Network Access Register (NAR) Package, per NAR, Both-way, Flat Rate	\$.00	\$8.99	M9QCX
15	BellSouth® Centrex service, Network Access Register (NAR) Package, per NAR, One-way Inward, Flat Rate	\$.00	\$8.99	M9Q1X
16	BellSouth® Centrex service, Network Access Register (NAR) Package, per NAR, One-way Outward, Flat Rate	\$.00	\$8.99	M9QOX
17	Grouping Service, Business, per NAR made rotary	\$.00	\$.00	HTG

PRIVATE/PROPRIETARY

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P. 11

**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-G352-02

Option 1 of 1

RATES AND CHARGES

NOTES:

1. Other rate elements used in the provision of this service may not be listed herein, however, can be found in the appropriate BellSouth Tariffs.

2. Payment Plan designation is for provisioning purposes only.

3. The appropriate tariff notes associated with each rate element apply as specified in the GSST.

4. The following non-recurring charges will not apply for stations added initially and subsequent to the initial installation. However, if the BellSouth® Centrex system is disconnected prior to the expiration of the C.S.A., then the Subscriber will pay full non-recurring charges as identified below. The Customer is not liable for nonrecurring charges waived prior to the term of this Agreement. These charges are in addition to any applicable termination liability charges:

Contract Preparation Charge (single charge)	\$293.00
BellSouth® Centrex features (USOC CHNAA), each	\$ 19.50
Standard Common Equipment (USOC MIACS), each, or	\$600.00
Customized Common Equipment (USOC MIACC) each	\$750.00
Line Connection, first	\$ 73.00
Line Connection, Additional	\$ 22.00

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END OF ARRANGEMENT AGREEMENT OPTION 1

PRIVATE/PROPRIETARY

CONTAINS PRIVATE AND/OR PROPRIETARY INFORMATION, MAY NOT BE USED OR DISCLOSED OUTSIDE THE BELL SOUTH COMPANIES EXCEPT PURSUANT TO A WRITTEN AGREEMENT.

Page 8 of 8



**ADDENDUM
AGREEMENT**

Case Number KY05-K441-01

THE UNDERSIGNED PARTIES, BellSouth Telecommunications, Inc., a Georgia corporation, d/b/a BellSouth, ("Company") and UNIVERSITY OF LOUISVILLE ("Customer or Subscriber"), hereby agree, as acknowledged by their appropriate signatures as set out below, to amend and change Contract Service Arrangement (CSA) Agreement KY00-4458-03. This Addendum Agreement is based upon the following terms and conditions as well as any Attachment(s) affixed and the appropriate lawfully filed and approved tariffs which are by this reference incorporated herein.

Offer Expiration: This offer shall expire on: 4/1/2006.

1. Subscriber acknowledges that Subscriber has read and understands this Agreement and agrees to be bound by its terms and conditions. Subscriber further agrees that this Agreement, and any orders, constitute the complete and exclusive statement of the Agreement between the parties, superseding all proposals, representations, and/or prior agreements, oral or written, between the parties relating to the subject matter of the Agreement.
2. Acceptance of any order by Company is subject to Company credit and other approvals. Following order acceptance, if it is determined that: (i) the initial credit approval was based on inaccurate or incomplete information; or (ii) the customer's creditworthiness has significantly decreased, Company in its sole discretion reserves the right to cancel the order without liability or suspend the Order until accurate and appropriate credit approval requirements are established and accepted by Customer.
3. This Agreement is not binding upon Company until executed by an authorized employee, partner, or agent of Subscriber and Company. This Agreement may not be modified, amended, or superseded other than by a written instrument executed by both parties, approved by the appropriate Company organization, and incorporated into Company's mechanized system. The undersigned warrant and represent that they have the authority to bind Subscriber and Company to this Agreement.

*Sec A Hooked
Cm 12-17-05*

PRIVATE/PROPRIETARY

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Page 1 of 5

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**ADDENDUM
AGREEMENT**

Case Number KY05-K441-01

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be executed by their duly authorized representatives on the dates set forth below.

Accepted by:

Subscriber:
UNIVERSITY OF LOUISVILLE

By: *Curtis Monroe*
Authorized Signature

Printed Name: Curtis Monroe

Title: Purchasing Mgr

Date: 12-12-05

Company:
BellSouth Telecommunications, Inc.
By: BellSouth Business Systems, Inc.

By: *Sheri Rose*
Authorized Signature

Printed Name: SHERI ROSE

Title: BRANCH SALES MGR

Date: 12/15/05

*Seco Auth'd
Cm 12-12-05*

PRIVATE/PROPRIETARY

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Page 2 of 5

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**ADDENDUM
AGREEMENT**

Case Number KY05-K441-01
Option 1 of 1

This Agreement is subject to the approval of the Kentucky Public Service Commission. In the event the Commission should modify any rate or provision of this Agreement, the Customer will have the option of accepting the modification(s) or of canceling the Agreement. If accepted, billing will be rendered from the installation date.

Service description:

This Addendum Agreement extends the Customer's existing BellSouth® Centrex service following completion of the original term (expiration, June 2006). This Addendum Agreement is for an initial twenty-four (24) month term with three (3) twelve (12) month automatic renewals.

This Agreement shall be extended for additional one-year terms under the same terms and conditions herein unless either party provides written notice of its intent not to renew the Agreement at least forty-five (45) days prior to the expiration of the initial twenty-four (24) month term or each additional one-year term.

Customer Initials CM

All terms and conditions of Contract Service Arrangement Agreement KY00-4458-03 apply to this Addendum Agreement unless modified herein.

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*See Attach
Contract*

PRIVATE/PROPRIETARY

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Page 3 of 5

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ADDENDUM
AGREEMENT

Case Number KY05-K441-01
Option 1 of 1

RATES AND CHARGES

	Rate Elements	Non-Recurring	Monthly Rate	USOC
1	There are no changes to the existing rate elements.	\$.00	\$.00	

*See Attach
cm 12-12-05*

PRIVATE/PROPRIETARY

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Page 4 of 5

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**ADDENDUM
AGREEMENT**

Case Number KY05-K441-01
Option 1 of 1

RATES AND CHARGES

NOTES:

The 'NOTES' section of the 'RATES AND CHARGES' pages of Contract Service Arrangement Agreement KY00-4458-03 is modified as follows:

Note 2 is hereby changed as follows:

2. This Agreement is based on a weighted average loop length of 0.55 miles. If the weighted average loop length exceeds 1.55 miles the Agreement will be subject to review and re-negotiation.

®BellSouth is a registered trademark of BellSouth Intellectual Property Corporation.

There are no other additions, deletions or changes to the above referenced Contract Service Arrangement Agreement included in this Addendum Agreement. All other terms and conditions as previously agreed and acknowledged remain unchanged and in full force.

END OF ARRANGEMENT AGREEMENT OPTION 1

PRIVATE/PROPRIETARY

CONTAINS PRIVATE AND/OR PROPRIETARY INFORMATION. MAY NOT BE USED OR DISCLOSED OUTSIDE OF THE BELL SOUTH COMPANIES EXCEPT PURSUANT TO A WRITTEN AGREEMENT.

Page 5 of 5

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*See Attached
Cm 12-12-05*



UNIVERSITY of LOUISVILLE
dare to be great

DEPARTMENT OF PURCHASING

Belknap Campus
University of Louisville
Louisville, Kentucky 40292

Office: 502-852-6247

Fax: 502-852-7160

Web: www.louisville.edu/admin/purchasing/purchase.htm

December 12, 2005

To BellSouth Telecommunications Inc

From Curtis Monroe *CM*
Department of Purchasing
University Of Louisville

RE Attachment to Agreement KY00-4458-03

Pursuant to KRS61.872 (attached) all documents are subject to Open Records. The University can not agree to non-disclosure of any public contract and agreement documents.

Any questions you have to this procedure, please advise.

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OF KENTUCKY

61.872 Right to inspection – Limitation.

- (1) All public records shall be open for inspection by any person, except as otherwise provided by KRS 61.870 to 61.884, and suitable facilities shall be made available by each public agency for the exercise of this right. No person shall remove original copies of public records from the offices of any public agency without the written permission of the official custodian of the record.
- (2) Any person shall have the right to inspect public records. The official custodian may require written application, signed by the applicant and with his name printed legibly on the application, describing the records to be inspected. The application shall be hand delivered, mailed, or sent via facsimile to the public agency.
- (3) A person may inspect the public records:
 - (a) During the regular office hours of the public agency; or
 - (b) By receiving copies of the public records from the public agency through the mail. The public agency shall mail copies of the public records to a person whose residence or principal place of business is outside the county in which the public records are located after he precisely describes the public records which are readily available within the public agency. If the person requesting the public records requests that copies of the records be mailed, the official custodian shall mail the copies upon receipt of all fees and the cost of mailing.
- (4) If the person to whom the application is directed does not have custody or control of the public record requested, that person shall notify the applicant and shall furnish the name and location of the official custodian of the agency's public records.
- (5) If the public record is in active use, in storage or not otherwise available, the official custodian shall immediately notify the applicant and shall designate a place, time, and date for inspection of the public records, not to exceed three (3) days from receipt of the application, unless a detailed explanation of the cause is given for further delay and the place, time, and earliest date on which the public record will be available for inspection.
- (6) If the application places an unreasonable burden in producing public records or if the custodian has reason to believe that repeated requests are intended to disrupt other essential functions of the public agency, the official custodian may refuse to permit inspection of the public records or mail copies thereof. However, refusal under this section shall be sustained by clear and convincing evidence.

Effective: July 15, 1994

History: Amended 1994 Ky. Acts ch. 262, sec. 3, effective July 15, 1994. – Amended 1992 Ky. Acts ch. 163, sec. 3, effective July 14, 1992. – Created 1976 Ky. Acts ch. 273, sec. 2.



**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-J629-00

This Contract Service Arrangement (CSA) Agreement ("Agreement") is by and between BellSouth Telecommunications, Inc., a Georgia corporation, d/b/a BellSouth, ("Company") and U S Air Force ("Customer or Subscriber"), and is entered into pursuant to Tariff Section A5 & B5 of the General Subscriber & Private Line Services Tariff. This Agreement is based upon the following terms and conditions as well as any Attachment(s) affixed and the appropriate lawfully filed and approved tariffs which are by this reference incorporated herein.

1. Subscriber requests and Company agrees, subject to the terms and conditions herein, to provide the service described in this Agreement at the monthly and nonrecurring rates, charges, and conditions as described in this Agreement ("Service"). The rates, charges, and conditions described in this Agreement are binding upon Company and Subscriber for the duration of this Agreement. For the purposes of the effectiveness of the terms and conditions contained herein, this Agreement shall become effective upon execution by both parties. For purposes of the determination of any service period stated herein, said service period shall commence the date upon which installation of the service is completed.
2. Company agrees to provide Subscriber notice of any additional tariffed services required for the installation of the Service. Subscriber agrees to be responsible for all rates, charges and conditions for any additional tariffed services that are ordered by Subscriber.
3. This Agreement is subject to and controlled by the provisions of Company's or any of its affiliated companies' lawfully filed and approved tariffs, including but not limited to Section A2 of the General Subscriber Services Tariff and No. 2 of the Federal Communications Commission Tariff and shall include all changes to said tariffs as may be made from time to time. All appropriate tariff rates and charges shall be included in the provision of this service. Except for the expressed rates, charges, terms and conditions herein, in the event any part of this Agreement conflicts with the terms and conditions of Company's or any of its affiliated companies' lawfully filed and approved tariffs, the tariff shall control.
4. This Agreement may be subject to the appropriate regulatory approval prior to commencement of installation. Should such regulatory approval be denied, after a proper request by Company, this Agreement shall be null, void, and of no effect.
5. If Subscriber cancels this Agreement prior to the completed installation of the Service, but after the execution of this Agreement by Subscriber and Company, Subscriber shall pay all reasonable costs incurred in the implementation of this Agreement prior to receipt of written notice of cancellation by Company. Notwithstanding the foregoing, such reasonable costs shall not exceed all costs which would apply if the work in the implementation of this Agreement had been completed by Company.
6. The rates, charges, and conditions described in this Agreement may be based upon information supplied to Company by the Subscriber, including but not limited to forecasts of growth. If so, Subscriber agrees to be bound by the information provided to Company. Should Subscriber fail to meet its forecasted level of service requirements at any time during the term of this Agreement, Subscriber shall pay all reasonable costs associated with its failure to meet its projected service requirements.
7. (a) If Subscriber cancels this Agreement at any time prior to the expiration of the service period set forth in this Agreement, Subscriber shall be responsible for all termination charges. Unless otherwise specified by the tariff, termination charges are defined as all reasonable charges due or remaining as a result of the minimum service period agreed to by the Company and Subscriber and set forth in this Agreement.

PRIVATE/PROPRIETARY

CONTAINS PRIVATE AND/OR PROPRIETARY INFORMATION. MAY NOT BE USED OR DISCLOSED OUTSIDE THE BELL SOUTH COMPANIES EXCEPT PURSUANT TO A WRITTEN AGREEMENT.

Page 1 of 10



**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-J629-00

(b) Subscriber further acknowledges that it has options for its telecommunications services from providers other than Company and that it has chosen Company to provide the services in this Agreement. Accordingly, if Subscriber assigns this Agreement to a certified reseller of Company local services and the reseller executes a written document agreeing to assume all requirements of this Agreement, Subscriber will not be billed termination charges. However, Subscriber agrees that in the event it fails to meet its obligations under this Agreement or terminates this Agreement or services purchased pursuant to this Agreement in order to obtain services from a facilities based service provider or a service provider that utilizes unbundled network elements, Subscriber will be billed, as appropriate, termination charges as specified in this Agreement.

8. This Agreement shall be construed in accordance with the laws of the State of Kentucky.
9. Except as otherwise provided in this Agreement, notices required to be given pursuant to this Agreement shall be effective when received, and shall be sufficient if given in writing, hand delivered, or United States mail, postage prepaid, addressed to the appropriate party at the address set forth below. Either party hereto may change the name and address to whom all notices or other documents required under this Agreement must be sent at any time by giving written notice to the other party.

Company

BellSouth Telecommunications, Inc.
Assistant Vice President
410 Cedar Bluff Road
Knoxville, TN 37923

Subscriber

U S Air Force
4001 Hilltop Road
Tinker AFB, OK 731452713

10. Subscriber may not assign its rights or obligations under this Agreement without the express written consent of Company and only pursuant to the conditions contained in the appropriate tariff.
11. In the event that one or more of the provisions contained in this Agreement or incorporated within by reference shall be invalid, illegal, or unenforceable in any respect under any applicable statute, regulatory requirement or rule of law, then such provisions shall be considered inoperative to the extent of such invalidity, illegality, or unenforceability and the remainder of this Agreement shall continue in full force and effect.
12. Subscriber acknowledges that Subscriber has read and understands this Agreement and agrees to be bound by its terms and conditions. Subscriber further agrees that this Agreement, and any orders, constitute the complete and exclusive statement of the Agreement between the parties, superseding all proposals, representations, and/or prior agreements, oral or written, between the parties relating to the subject matter of the Agreement.
13. Acceptance of any order by Company is subject to Company credit and other approvals. Following order acceptance, if it is determined that: (i) the initial credit approval was based on inaccurate or incomplete information; or (ii) the customer's creditworthiness has significantly decreased, Company in its sole discretion reserves the right to cancel the order without liability or suspend the Order until accurate and appropriate credit approval requirements are established and accepted by Customer.
14. This Agreement is not binding upon Company until executed by an authorized employee, partner, or agent of Subscriber and Company. This Agreement may not be modified, amended, or superseded other than by a written instrument executed by both parties, approved by the appropriate Company

PRIVATE/PROPRIETARY

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BELL SOUTH COMPANIES EXCEPT PURSUANT TO A WRITTEN AGREEMENT.

Page 2 of 10

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-1629-00

organization, and incorporated into Company's mechanized system. The undersigned warrant and represent that they have the authority to bind Subscriber and Company to this Agreement.

PRIVATE/PROPRIETARY

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-J629-00
Option 1 of 1

This Agreement is subject to the approval of the Kentucky Public Service Commission. In the event the Commission should modify any rate or provision of this Agreement, the Customer will have the option of accepting the modification(s) or of canceling the Agreement. If accepted, billing will be rendered from the installation date.

Offer Expiration: This offer shall expire on: 3/15/2006.

Estimated service interval following acceptance date: Negotiable weeks.

Service description:

This Contract Service Arrangement (CSA) Agreement provides for Business Lines as part of Basic Local Exchange Service, MegaLink® Service, BellSouth® Primary Rate ISDN - Voice/Data Service, and Local Channels.

This Agreement is for a service period of sixty (60) months.

Late payment or interest charges shall be applied to Subscriber invoices in accordance with the applicable requirements of the Federal Acquisition Regulations Prompt Payment Act.

PRIVATE/PROPRIETARY

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-J629-00
Option 1 of 1

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the dates set forth below.

Accepted by:

Subscriber:
U S Air Force

By: _____
Authorized Signature

Printed Name: _____

Title: _____

Date: _____

Company:
BellSouth Telecommunications, Inc.
By: BellSouth Business Systems, Inc.

By: *[Handwritten Signature]* _____
Authorized Signature *David J Page*

Printed Name: *CYNTHIA J. ROSS*

Title: *CONTRACT MGR FGS*

Date: *12/2/05*

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COMMISSION
OF KENTUCKY

**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-1629-00
Option 1 of 1

RATES AND CHARGES

	<u>Rate Elements</u>	<u>Non-Recurring</u>	<u>Monthly Rate</u>	<u>USOC</u>
1	Flat Rate Main Station Line Service, Business, Rate Group 1 -Per line	\$.00	\$35.90	IFB
2	Flat Rate Main Station Line Service, Business-Caller ID compatible, Rate Group 1 -Per line (Caller ID feature must be ordered separately.)	\$.00	\$35.90	IFBCL
3	Touch-Tone Calling Service, Individual and Two-Party Line Service, Business -Per line or PBX trunk	\$.00	\$.00	TTB
4	MegaLink® Service Establishment Charge, per entire MegaLink®	\$600.00	\$.00	MGLSE
5	MegaLink® service, Digital Local Channel, first 1/2 mile	\$300.00	\$75.00	1LDPZ
6	MegaLink® service, Digital Local Channel, each additional 1/2 mile	\$.00	\$37.00	1LDPA
7	Clear channel capability, extended superframe format, at initial installation	\$.00	\$.00	CCOEF
8	MegaLink® service, premises visit, per visit	\$35.00	\$.00	MGLPV
9	BellSouth® Primary Rate ISDN Access Line, each	\$875.00	\$120.00	1LDIE
10	BellSouth® Primary Rate ISDN Interface, each - Voice/Data (Standard) (Note 10)	\$110.00	\$340.00	PR71V
11	BellSouth® Primary Rate ISDN B- Channel, each - Voice/Data (Standard)	\$5.00	\$46.55	PR7BV
12	BellSouth® Primary Rate ISDN Telephone Numbers, per telephone number requested inward and 2-way	\$.00	\$0.20	PR7TF
13	BellSouth® Primary Rate ISDN,	\$.00	\$75.00	TARIFF BR 7CN

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-J629-00
Option 1 of 1

RATES AND CHARGES

	Calling Name Delivery Feature, Per Primary Rate Interface			
14	BellSouth® Primary Rate ISDN D- Channel - No Rate (Provisioning USOC)	\$.00	\$.00	PR7EX
15	Local Channels, Voice Grade, Per point of termination, Voice, Type 2231, First	\$310.00	\$30.00	P2JHX
16	Local Channels, Voice Grade, Per point of termination, Voice, Type 2231, Additional	\$115.00	\$30.00	P2JHX
17	Optional Features and Functions, Signaling Arrangements, Per local channel, Type A	\$54.12	\$7.92	SAL
18	Signaling Arrangements, Per local channel, Type C (900 or more ohms)	\$15.84	\$3.96	SAY
19	Local Channels, Voice Grade, Per point of termination, Voice, Type 2230, First	\$409.20	\$49.50	P2JUX
20	Signaling Arrangements, Per local channel, Ringdown-Automatic, each	\$18.48	\$15.84	SL5

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**CONTRACT SERVICE ARRANGEMENT
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Option 1 of 1

RATES AND CHARGES

NOTES:

Local Exchange Service

1. All rules and regulations of the General Subscriber Services Tariff (GSST) are applicable to this Agreement. The rate elements included herein have been specifically discounted. Other rate elements used in the provision of the service have not been listed, but may be found in the appropriate Company tariff. Examples of other rate elements are: FCC surcharges, regulatory fees, taxes, or charges for features ordered that are not listed in the Agreement.
2. Unless otherwise provided for in this Agreement, a Termination Liability Charge will be applicable if all or any part of the service is terminated prior to expiration of this Agreement. The applicable charge is dependent on the service period subscribed to and will be equal to the number of months remaining in the service period times the monthly rate provided under this Agreement. Two payment options are available:
 - Continue paying the monthly rate for the remainder of the Agreement term, or
 - Make a lump sum payment discounted by the current prime interest rate plus two percentage points.
3. Unless otherwise specified in this Agreement, Service Connection Charges as specified in Section A4 of the GSST will apply.
4. Nonrecurring charges associated with this Agreement shall not apply for new installations. However, unless otherwise provided for in this Agreement, if all or any part of the service is disconnected prior to the expiration of this Agreement, then the Subscriber will pay full nonrecurring charges that were waived at installation as identified below in addition to applicable termination liability charges:

Line Connection Charge, First Line \$73.00 each

5. Furthermore, if Customer disconnects all service offered on this Agreement prior to the expiration of this Agreement, then a Contract Preparation Charge applies in the amount of \$342.00 in addition to applicable termination liability charges.

MegaLink® Service

6. All applicable rates and regulations for this service as set forth in the Private Line Services Tariff are in addition to the rates and regulations contained in this CSA. Other rate elements used in the provision of the service have not been listed, but may be found in the appropriate Company tariff. Examples of other rate elements are: FCC surcharges, regulatory fees, taxes, or charges for features ordered that are not listed in the Agreement.
7. The following nonrecurring charges will not apply upon initial installation. However, if any of the service is disconnected prior to the expiration of this CSA, then Subscriber will pay full nonrecurring charges as identified below in addition to applicable termination liability:

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USOC
MGLSE
ILDZP
MGLPV

Nonrecurring Charge
\$600.00, each
\$300.00, each
\$ 35.00, each

Primary Rate ISDN Service

- 8. All rules and regulations for BellSouth® Primary Rate ISDN service as set forth in the General Subscriber Services Tariff (GSST) are applicable to this Agreement. The rate elements included herein have been specifically discounted. Other rate elements used in the provision of the service have not been listed, but may be found in the appropriate Company tariff. Examples of other rate elements are: FCC surcharges, regulatory fees, taxes, or charges for features ordered that are not listed in the Agreement.
- 9. The following nonrecurring charges will not apply upon initial installation. However, if the service is disconnected prior to the expiration of this CSA, then Subscriber will pay full nonrecurring charges as identified below in addition to applicable termination liability charges:

USOC
ILDIE
PR7IV
PR7BV

Nonrecurring Charge
\$875.00, each
\$110.00, each
\$ 5.00, each

- 10. Apply five End User Common Line Charges for each Primary Rate Interface.

Local Channels

- 11. All applicable rates and regulations for this service as set forth in the Private Line Services Tariff are in addition to the rates and regulations contained in this CSA. Other rate elements used in the provision of the service have not been listed, but may be found in the appropriate Company tariff. Examples of other rate elements are: FCC surcharges, regulatory fees, taxes, or charges for features ordered that are not listed in the Agreement.

USOC
P2JHX, First
P2JHX, Additional
SAY
SAL
P2JUX
SL5

Nonrecurring Charge
\$310.00, each
\$115.00, each
\$ 15.84, each
\$ 54.12, each
\$409.20, each
\$ 18.48, each

- 12. BellSouth's price quote identifies the various charges applicable for the provisioning of the proposed services; however, there are miscellaneous additional charges that may be applicable but cannot be precisely quantified. Such charges may include directory assistance charges, franchise fees, license fees/taxes, local usage charges, per usage feature charges, dual party relay charges, hearing and speech impaired charges,

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Case Number KY05-J629-00

Option 1 of 1

miscellaneous listing charges, number portability recovery charges, internet charges, long distance charges, operator assistance call charges i.e. collect calls, third-party calls and call interrupts), and/or other charges identified in BellSouth's applicable tariffs. In accordance with the tariffs, the Customer will be billed any such charges incurred, and will be held responsible for payment of such charges.

All trademarks and service marks contained herein are the property of BellSouth Intellectual Property Corporation.

END OF ARRANGEMENT AGREEMENT OPTION 1

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COMMUNICATION SERVICE AUTHORIZATION				
1. AUTHORIZATION		2. AUTHORIZATION		3. CIRCUIT OR BILL NUMBER
a. NUMBER	b. DATE (YYYYMMDD)	a. NUMBER	b. DATE (YYYYMMDD)	
0091	2005-10-20	F34608-97-H-0021	2005 Aug 07	
4. FROM (Include Zip Code) 38 EIG/PKK 4001 HILLTOP RD TINKER AFB OK 73145-2713 BUYER: RANDALL WILSON PHONE NO: (405) 734-9845		5. SUBMIT BILLS FOR CERTIFICATION TO (Include Zip Code) 123CF/SCX 1101 GRADE LANE LOUISVILLE, KY 40213-2678		
6. TO (Communications Company)		7. TELEPHONE NUMBER TO CONTACT FOR DETAILS (Include Area Code)		
a. COMPANY NAME BellSouth Telecommunications, Inc. DUNS# 79-064-0453 CAGE: 0N0N7		SMS CURTIS CARPENTER DSN 741-4656		
b. ADDRESS (1) STREET 2180 Lake Blvd, N.E. - MailCode 11001		8. AUTHORIZATION. In accordance with provisions of the contract indicated above of which this authorization forms a part, authority is hereby given to communications company indicated in Item 6 to establish or perform services for official use as prescribed below at: 123 KENTUCKY ANG KY		
(2) CITY Atlanta	(3) STATE GA	(4) ZIP CODE 30318-6004		
9. SERVICE(S)				
Description		Number	NON-RECURRING CHARGE	RATE, PER MONTH
		a.	b.	PER UNIT (c) TOTAL (d)
<p>GENERAL: BASIC COMMUNICATION AUTHORIZATION</p> <p>1. Clauses pertaining to this contract are hereby incorporated.</p> <p>2. Representatives, Certifications and other statements of offeror is hereby incorporated.</p> <p>3. Solicitation number: FA8773-05-Q-5022</p> <p>4. This Basic CSA supercedes: F34608-97-H0021-0039</p> <p>AUTHORIZATION: AF FORM 1218: FU816151870100</p> <p>NOTE: If the remittance address is different from the mailing address, enter the remittance address below. Failure to provide this information may impact payment.</p> <p><u>BellSouth</u></p> <p><u>ATTN: Federal Government Payment Group</u></p> <p><u>P.O. Box 105320</u></p> <p><u>Atlanta, GA 30348</u></p>				
				<p>GENERAL BASIC COMMUNICATION</p> <p>1. Items accepted for award 0001-1015</p> <p>2. The basic CSA supercedes F34608-97-H-0021-0039</p> <p>3. Total amount of contract is \$72,353.40.</p> <p>4. Your proposal is hereby accepted and incorporated herein.</p> <p>5. See schedule B (Atch 1) SS Statement of Work (Atch 2)</p>
10. DISBURSING OFFICER MAKING PAYMENT		11. DISTRIBUTION		
a. NAME (Last, First, Middle Initial) DFAS-OMAHA		b. GRADE GS-		
12. AUTHORIZING OFFICIAL		SEE DISTRIBUTION SHEET The following distribution made via NAFLI Contractor Comm Squadron MASCAM Act + Finance Office CSA FILE (ORIGINAL) Page 1 of 3 w/ 2 ATCH		
a. SIGNATURE <i>Barbara L Winton</i>				
b. TITLE BARBARA L WINTON CONTRACTING OFFICER		c. GRADE GS-12		
13. ACCEPTANCE				
a. NAME OF CONTRACTING FIRM BellSouth Telecommunications, Inc.		b. SIGNATURE OF CONTRACTOR'S REPRESENTATIVE <i>Lottie C. Barnes</i>		

DD Form 428, MAY 1999

PREVIOUS EDITION IS OBSOLETE.

DATE SIGNED
(YYYYMMDD)
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**PART I - THE SCHEDULE
SECTION B
SUPPLIES OR SERVICES AND PRICES/COSTS**

SEE ATTACHMENT 1

B-5 All pricing for this acquisition is firm-fixed pricing in accordance with FAR 12.207 and 16.201-1. A firm-fixed-price contract provides for a price that is not subject to any adjustment on the basis of the contractor's cost experience including tariff changes in performing the contract.

B-6 Per FAR 5.303, FAR 15.503(b), and FAR 15.506(d), a local announcement of this contract award, including the Schedule B, will be posted at the following address: <http://www-ext.tinker.af.mil/38eig/pk/pkk/pkkindex.asp>. Click on the "Public Announcement" button on the left hand side of the page at the bottom of the column. Once the map appears, you may click on the location of for the announcement notice. Proposal/Quotation Schedule B's submitted for award consideration shall not include any proprietary markings. Such markings, if not removed, shall eliminate the vendor from the competitive range established for the requirement.

**PART I - THE SCHEDULE
SECTION F
DELIVERIES OR PERFORMANCE**

P-12. **PERIOD OF PERFORMANCE:**

This contract shall be in effect from the effective date of the contract for a period not to exceed five years to include the Cutover period (if required). The total contract period shall not exceed 5 years.

Years 1-5 CLINS Period of Performance will be from 01 Jan 06 through 31 Dec 10.



P-13. **PLACE OF PERFORMANCE:** Services under this contract are required to be performed at the following location(s): **Stoddiford Field AFS, KY.**

**PART I - THE SCHEDULE
SECTION G
CONTRACT ADMINISTRATION DATA**

G-1. **ACCOUNTING AND APPROPRIATION DATA**

Accounting and appropriation data is set forth below, and as indicated on subsequent modifications. 5763840 586 41D5 243800 01 442 503000 Word # B05MORU06TGYKLL.

**PART II - CONTRACT CLAUSES
SECTION I
CONTRACT CLAUSES**

IB-421c. 5352-215-9005 INCORPORATION OF CONTRACTOR'S TECHNICAL PROPOSAL AUG 1998 (AFMC) (IAW AFMCPARS 5315.409-90(f))

(a) The following documents are incorporated herein by reference and made a



**SPECIAL BILLING ARRANGEMENT
AGREEMENT**

Case Number GA05-C070-00

This Special Billing Arrangement (SBA) Agreement ("Agreement") is by and between BellSouth Telecommunications, Inc., a Georgia corporation, d/b/a BellSouth, ("Company") and US DEPARTMENT OF JUSTICE (DOJ) ("Customer or Subscriber"), and is entered into pursuant to Tariff Section A5 of the General Subscriber Services Tariff. This Agreement is based upon the following terms and conditions as well as any Attachment(s) affixed and the appropriate lawfully filed and approved tariffs which are by this reference incorporated herein.

1. Subscriber requests and Company agrees, subject to the terms and conditions herein, to provide the service described in this Agreement at the monthly and nonrecurring rates, charges, and conditions as described in this Agreement ("Service"). The rates, charges, and conditions described in this Agreement are binding upon Company and Subscriber for the duration of this Agreement. For the purposes of the effectiveness of the terms and conditions contained herein, this Agreement shall become effective upon execution by both parties. For purposes of the determination of any service period stated herein, said service period shall commence the date upon which installation of the service is completed.
2. Company agrees to provide Subscriber notice of any additional tariffed services required for the installation of the Service. Subscriber agrees to be responsible for all rates, charges and conditions for any additional tariffed services that are ordered by Subscriber.
3. This Agreement is subject to and controlled by the provisions of Company's or any of its affiliated companies' lawfully filed and approved tariffs, including but not limited to Section A2 of the General Subscriber Services Tariff and No. 2 of the Federal Communications Commission Tariff and shall include all changes to said tariffs as may be made from time to time. All appropriate tariff rates and charges shall be included in the provision of this service. Except for the expressed rates, charges, terms and conditions herein, in the event any part of this Agreement conflicts with the terms and conditions of Company's or any of its affiliated companies' lawfully filed and approved tariffs, the tariff shall control.
4. This Agreement may be subject to the appropriate regulatory approval prior to commencement of installation. Should such regulatory approval be denied, after a proper request by Company, this Agreement shall be null, void, and of no effect.
5. If Subscriber cancels this Agreement prior to the completed installation of the Service, but after the execution of this Agreement by Subscriber and Company, Subscriber shall pay all reasonable costs incurred in the implementation of this Agreement prior to receipt of written notice of cancellation by Company. Notwithstanding the foregoing, such reasonable costs shall not exceed all costs which would apply if the work in the implementation of this Agreement had been completed by Company.
6. The rates, charges, and conditions described in this Agreement may be based upon information supplied to Company by the Subscriber, including but not limited to forecasts of growth. If so, Subscriber agrees to be bound by the information provided to Company. Should Subscriber fail to meet its forecasted level of service requirements at any time during the term of this Agreement, Subscriber shall pay all reasonable costs associated with its failure to meet its projected service requirements.
7. (a) If Subscriber cancels this Agreement at any time prior to the expiration of the service period set forth in this Agreement, Subscriber shall be responsible for all termination charges. Unless otherwise specified by the tariff, termination charges are defined as all reasonable charges due or remaining as a result of the minimum service period agreed to by the Company and Subscriber and set forth in this Agreement.

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(b) Subscriber further acknowledges that it has options for its telecommunications services from providers other than Company and that it has chosen Company to provide the services in this Agreement. Accordingly, if Subscriber assigns this Agreement to a certified reseller of Company local services and the reseller executes a written document agreeing to assume all requirements of this Agreement, Subscriber will not be billed termination charges. However, Subscriber agrees that in the event it fails to meet its obligations under this Agreement or terminates this Agreement or services purchased pursuant to this Agreement in order to obtain services from a facilities based service provider or a service provider that utilizes unbundled network elements, Subscriber will be billed, as appropriate, termination charges as specified in this Agreement.

- 8. This Agreement shall be construed in accordance with the laws of the State of Georgia.
- 9. Except as otherwise provided in this Agreement, notices required to be given pursuant to this Agreement shall be effective when received, and shall be sufficient if given in writing, hand delivered, or United States mail, postage prepaid, addressed to the appropriate party at the address set forth below. Either party hereto may change the name and address to whom all notices or other documents required under this Agreement must be sent at any time by giving written notice to the other party

Company
 BellSouth Telecommunications, Inc.
 Assistant Vice President
 3300 West Esplanade Room 400
 Metairie, LA 70002

Subscriber
 US DEPARTMENT OF JUSTICE (DOJ)
 FBI % JAMES BUTTS PO BOX 98128
 ATLANTA, GA 30359

- 10. Subscriber may not assign its rights or obligations under this Agreement without the express written consent of Company and only pursuant to the conditions contained in the appropriate tariff.
- 11. In the event that one or more of the provisions contained in this Agreement or incorporated within by reference shall be invalid, illegal, or unenforceable in any respect under any applicable statute, regulatory requirement or rule of law, then such provisions shall be considered inoperative to the extent of such invalidity, illegality or unenforceability and the remainder of this Agreement shall continue in full force and effect.
- 12. Subscriber acknowledges that Subscriber has read and understands this Agreement and agrees to be bound by its terms and conditions. Subscriber further agrees that this Agreement, and any orders, constitute the complete and exclusive statement of the Agreement between the parties, superseding all proposals, representations, and/or prior agreements, oral or written, between the parties relating to the subject matter of the Agreement.
- 13. Acceptance of any order by Company is subject to Company credit and other approvals, following order acceptance; if it is determined that (i) the initial credit approval was based on inaccurate or incomplete information; or (ii) the customer's creditworthiness has significantly decreased, Company in its sole discretion reserves the right to cancel the order without liability or suspend the Order until accurate and appropriate credit approval requirements are established and accepted by Customer.
- 14. This Agreement is not binding upon Company until executed by an authorized employee, partner, or agent of Subscriber and Company. This Agreement may not be modified, amended, or superseded other than by a written instrument executed by both parties, approved by the appropriate Company.

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**SPECIAL BILLING ARRANGEMENT
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Case Number GA05-C070-00

organization, and incorporated into Company's mechanized system. The undersigned warrant and represent that they have the authority to bind Subscriber and Company to this Agreement.

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Case Number GA05-C070-00
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Offer Expiration: This offer shall expire on: 3/15/2006.

Estimated service interval following acceptance date: Negotiable weeks.

Service description:

This Special Billing Arrangement (SBA) provides for Business Lines as part of Basic Local Exchange Service

This Agreement is for a service period of twelve (12) months with four (4) one year renewal options.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the dates set forth below.

Accepted by:

Subscriber:
US DEPARTMENT OF JUSTICE (DOJ)

By: _____
Authorized Signature

Printed Name: _____

Title: _____

Date: _____

Company:
BellSouth Telecommunications, Inc.
By: BellSouth Business Systems, Inc.

By: _____
Authorized Signature

Printed Name: CYNTHIA DELROCCO

Title: MARKET CONTRACTS FEEL SALES

Date: 12/23/05

David J. Page
AVP Fee Sales

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**SPECIAL BILLING ARRANGEMENT
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RATES AND CHARGES

	Rate Elements	Non-Recurring	Monthly Rate	USOC
1	Flat Rate Main Station Line Service, Business, Rate Group 1, 2 & 3 -Per line	\$.00	\$35.90	1FB
2	Flat Rate Main Station Line Service, Business, Rate Group 5 -Per line	\$.00	\$33.75	1FB
3	Grouping Service, Business -Per line, trunk, or NAR	\$.00	\$5.25	HTG
4	Touch-Tone Calling Service, Individual and Two-Party Line Service, Business -Per line or PBX trunk	\$.00	\$.00	TTB
5	Mileage - Zone	\$.00	\$1.30	1LS11
6	Standard Voice Network Interfaces, Miniature Ribbon Connector, each, Up to twenty	\$39.70	\$.00	RJ21X
7	Inside Wire Maintenance Service Plan	\$.00	\$5.50	SEQ1X
8	Local Channels, Voice Grade, Per point of termination, Voice, Type 2230	\$409.20	\$49.50	P2JUX
9	Local Channels, Voice Grade, Per point of termination, Voice, Type 2230 -Additional	\$151.80	\$49.50	P2JUX
10	Custom Calling Services, Business/Business PBX, Non-Packages, Call Forwarding Variable -Per central office per line/trunk equipped	\$.00	\$6.00	ESM
11	Custom Calling Services, Business/Business PBX, Non-Packages, Speed Calling (30-code) -Per central office per line/trunk equipped	\$.00	\$5.00	ESF

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RATES AND CHARGES

12	Custom Calling Services, Business/Business PBX, Non-Packages, Three-Way Calling with Transfer (Appropriate local or toll usage charges apply for calls originated by the subscriber, including connections which continue after the subscriber exits the ca	\$00	\$6.50	ESCWT
13	Calling Number Delivery Blocking - Pcr Line - Agency	\$00	\$00	NOB
14	Jack-data, programmed single line interface to modem	\$53.00	\$00	RJ45S
15	Contract Preparation Charge	\$342.00	\$00	WGGVF

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Case Number GA05-C070-00
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RATES AND CHARGES

NOTES:

1. The Customer is liable for the revenues to the Company for the full term of this Agreement. If the Customer disconnects early, two payment options are available:
 - a. Continue paying the monthly rates for the remainder of the Agreement term, or
 - b. Make a lump sum payment discounted by the current prime interest rate plus two percentage points.

2. Late payment or interest charges shall be applied to Subscriber invoices in accordance with the applicable requirements of the Federal Acquisition Regulations Prompt Payment Act.

3. BellSouth's price quote identifies the various charges applicable for the provisioning of the proposed services, however, there are miscellaneous additional charges that may be applicable but cannot be precisely quantified. Such charges may include directory assistance charges, franchise fees, license fees/taxes, local usage charges, internet charges, long distance charges, operator assistance call charges (i.e., collect calls, third party calls and call interrupts), and/or other charges identified in BellSouth's applicable tariffs. In accordance with the tariffs, Customer will be billed any such charges incurred, and will be held responsible for payment of such charges.

All trademarks and service marks contained herein are the property of BellSouth Intellectual Property Corporation.

END OF ARRANGEMENT AGREEMENT OPTION 1

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2. AMENDMENT/MODIFICATION NO. 0004	3. EFFECTIVE DATE 12/16/2005	4. REQUISITION/PURCHASE REQ. NO. 530200001197RR	5. PROJECT NO. (If applicable)
6. ISSUED BY Jim Huff PH# 202/927-7721 EATF, Contracts & Simplified Acquisition Branch, 650 Massachusetts Avenue, NW Room 3290 Washington, DC 20225	CODE AT001	7. ADMINISTERED BY (If other than Item 6) Acquisition and Property Management Division (202) 927-8620 650 Massachusetts Avenue, NW Washington, DC 20225	CODE AT001
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and Zip Code) BELL SOUTH TELECOM INC. FEDERAL SALES, 2160 LAKE BLVD., 11801 ATLANTA, GA 30319-0004		9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) 10A. MODIFICATION OF CONTRACT/ORDER NO. DJA05B001125 10B. DATED (SEE ITEM 12) 06/18/2005	
CODE #		FACILITY CODE	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers is extended. is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:
(a) By completing items 8 and 10, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter states reference to the solicitation and this amendment, and is received prior to the opened hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)
2005 - - 700D - 302020 - - 2332 - - SS017 - 302020 - - 04A - - - OSTCA - - -

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS.
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input checked="" type="checkbox"/>	
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.100(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)

C. IMPORTANT: Contractor is not is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
Modification #4 is hereby issued to the above cited purchase order to incorporate that all business lines provided in accordance with SBA #QA05-C070-00 are now an integral part of this agreement. The Special Billing Arrangement Agreement is attached. Also this modification is to add account # 005 246-7000 700 CAGG. This is a no cost modification. All other terms and conditions will remain the same.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) James M. Huff	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15G. DATE SIGNED	16B. United States of America BY <i>James M. Huff</i> (Signature of Contracting Officer)	16C. DATE SIGNED 12/16/2005

NON 7540-01-152-0070
PREVIOUS EDITION
UNUSABLE

STANDARD FORM 36 (REV. 10-99)
Prescribed by GSA FPMR (41 CFR)
101-11.6



DEC 23 2005 12:01:25 PM

SENT BY THE FED FAX SERVICE

DUPLICATE

Summary

DJA053001125/0004

ISD - Bell South, Local Telephone Invoice

2 of 2

Total Funding: \$198,000.00

FYs	Fund	Budget Org	Sub	Object Class	Sub	Program	Cost Org	Sub	Proj/Job No.	Sub	Reporting Category
Division		Closed FYs		Cancelled Fund							

Line Item Number	Description	Delivery Date (Start date to End date)	Quantity	Unit of Issue	Unit Price	Total Cost
------------------	-------------	--	----------	---------------	------------	------------

0001	Local Telephone Charges		0.00	lot	\$0.00	\$0.00
------	-------------------------	--	------	-----	--------	--------

(01/01/2005 to 06/30/2005)

Change in Extended Description

This is an estimated amount for local services for 12 months. Contractor is to invoice monthly.

This is considered the base year. The Government reserves the right to exercise as many as 4 (Four) additional option years based on the fair market local billing rate. Option years are subject to the availability of funds.

Accounts whose funding should be posted for ATF local phone bills on this purchase order are:

- 404-R29-0062 Consolidated
- 404-R29-3022-023
- 502-N28-221G-215
- 786-335-1991-001
- 950-760-0234-002
- 502-326-1030
- 270-442-3679-045
- 985-246-7000 700 0489

The Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF) encourages contractors to invoice electronically. Invoicing electronically saves time, money, and physical storage space for both the Government and the contractor.

Each invoice, whether electronic or manual, must be a proper invoice in accordance with FAR 52.905(e). Contractors able to submit invoices electronically should submit each invoice to <financebranch@atf.gov>. Any questions may be directed to the ATF Finance Office (202) 227-7725.

Ref Req No: 630200001157RR

Previous Total: \$198,000.00
 Modification Total: \$0.00
 Grand Total: \$198,000.00
 (Includes Discounts)

ATF POC Mike Coretus
 PH# 202/27-1095 or
 ATF Dabbio Walton
 PH# 202/27-3054 or
 POC Liz Davis
 PH# 202/27-2357

TARIFF BRANCH
RECEIVED
 TOTAL 1/5/2006
 PUBLIC SERVICE
 COMMISSION
 OF KENTUCKY

**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-C223-03

This Contract Service Arrangement (CSA) Agreement ("Agreement") is by and between BellSouth Telecommunications, Inc., a Georgia corporation, d/b/a BellSouth, ("Company") and WEYERHAEUSER COMPANY ("Customer or Subscriber"), and is entered into pursuant to Tariff Section A5 of the General Subscriber Services Tariff. This Agreement is based upon the following terms and conditions as well as any Attachment(s) affixed and the appropriate lawfully filed and approved tariffs which are by this reference incorporated herein.

1. Subscriber requests and Company agrees, subject to the terms and conditions herein, to provide the service described in this Agreement at the monthly and nonrecurring rates, charges, and conditions as described in this Agreement ("Service"). The rates, charges, and conditions described in this Agreement are binding upon Company and Subscriber for the duration of this Agreement. For the purposes of the effectiveness of the terms and conditions contained herein, this Agreement shall become effective upon execution by both parties. For purposes of the determination of any service period stated herein, said service period shall commence the date upon which installation of the service is completed.
2. Company agrees to provide Subscriber notice of any additional tariffed services required for the installation of the Service. Subscriber agrees to be responsible for all rates, charges and conditions for any additional tariffed services that are ordered by Subscriber.
3. This Agreement is subject to and controlled by the provisions of Company's or any of its affiliated companies' lawfully filed and approved tariffs, including but not limited to Section A2 of the General Subscriber Services Tariff and No. 2 of the Federal Communications Commission Tariff and shall include all changes to said tariffs as may be made from time to time. All appropriate tariff rates and charges shall be included in the provision of this service. Except for the expressed rates, charges, terms and conditions herein, in the event any part of this Agreement conflicts with the terms and conditions of Company's or any of its affiliated companies' lawfully filed and approved tariffs, the tariff shall control.
4. This Agreement may be subject to the appropriate regulatory approval prior to commencement of installation. Should such regulatory approval be denied, after a proper request by Company, this Agreement shall be null, void, and of no effect.
5. If Subscriber cancels this Agreement other than for a breach of the material terms by Company prior to the completed installation of the Service, but after the execution of this Agreement by Subscriber and Company, Subscriber shall pay all reasonable costs incurred in the implementation of this Agreement prior to receipt of written notice of cancellation by Company. Notwithstanding the foregoing, such reasonable costs shall not exceed all costs which would apply if the work in the implementation of this Agreement had been completed by Company.
6. The rates, charges, and conditions described in this Agreement may be based upon information supplied to Company by the Subscriber, including but not limited to forecasts of growth.
7. (a) If Subscriber cancels this Agreement other than for a breach of the material terms by Company at any time prior to the expiration of the service period set forth in this Agreement, Subscriber shall be responsible for all termination charges. Unless otherwise specified by the tariff, termination charges are defined as all reasonable charges due or remaining as a result of the minimum service period agreed to by the Company and Subscriber and set forth in this Agreement.

(b) Subscriber further acknowledges that it has options for its telecommunications services from providers other than Company and that it has chosen Company to provide the services in this Agreement. Accordingly, if Subscriber assigns this Agreement to a certified reseller of Company local services and the reseller executes a written document agreeing to assume all requirements of this

PRIVATE/PROPRIETARY

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Page 1 of 7



**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-C223-03

Agreement, Subscriber will not be billed termination charges. However, Subscriber agrees that in the event it fails to meet its obligations under this Agreement or terminates this Agreement or services purchased pursuant to this Agreement in order to obtain services from a facilities based service provider or a service provider that utilizes unbundled network elements, Subscriber will be billed, as appropriate, termination charges as specified in this Agreement.

8. This Agreement shall be construed in accordance with the laws of the State of Kentucky.
9. Except as otherwise provided in this Agreement, notices required to be given pursuant to this Agreement shall be effective when received, and shall be sufficient if given in writing, hand delivered, or United States mail, postage prepaid, addressed to the appropriate party at the address set forth below. Either party hereto may change the name and address to whom all notices or other documents required under this Agreement must be sent at any time by giving written notice to the other party.

Company
BellSouth Telecommunications, Inc.
Assistant Vice President
475 LMC 175 E. Capitol St.
Jackson, MS 39201

Subscriber
WEYERHAEUSER COMPANY
33663 Weyerhaeuser Way So, M/S CH1G29
Federal Way, WA 98003
Attn: Steven Chin, 253-924-2523

10. Neither party may assign its rights or obligations under this Agreement without the express written consent of the other and only pursuant to the conditions contained in the appropriate tariff. Notwithstanding the foregoing, either party may assign this Agreement to an affiliate, subsidiary or parent that agrees to be bound by the terms of this Agreement with prior notice to the other party.
11. In the event that one or more of the provisions contained in this Agreement or incorporated within by reference shall be invalid, illegal, or unenforceable in any respect under any applicable statute, regulatory requirement or rule of law, then such provisions shall be considered inoperative to the extent of such invalidity, illegality, or unenforceability and the remainder of this Agreement shall continue in full force and effect.
12. This Agreement, together with the BellSouth Business Master Agreement (MS04-1920-00), BellSouth Business Master Agreement for Regulated Services and Volume & Term Agreement (MS04-1920-10), and any orders, constitute the complete and exclusive statement of the Agreement between the parties, superseding all proposals, representations, and/or prior agreements, oral or written, between the parties relating to the subject matter of the Agreement.
13. Acceptance of any order by Company is subject to Company credit and other approvals. Following order acceptance, if it is determined that: (i) the initial credit approval was based on inaccurate or incomplete information; or (ii) the customer's creditworthiness has significantly decreased, Company in its sole discretion reserves the right to cancel the order without liability or suspend the Order until accurate and appropriate credit approval requirements are established and accepted by Customer.
14. This Agreement is not binding until executed by an authorized employee, partner, or agent of Subscriber and Company. This Agreement may not be modified, amended, or superseded other than by a written instrument executed by both parties, approved by the appropriate Company organization, and incorporated into Company's mechanized system. The undersigned warrant and represent that they have the authority to bind Subscriber and Company to this Agreement.

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

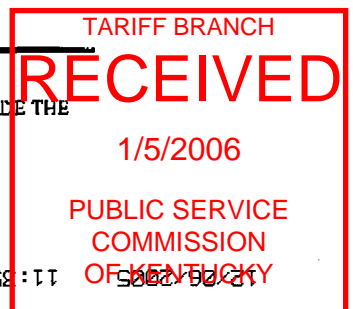
Case Number KY05-C223-03

15. The revenue generated from this Agreement shall apply towards the Annual Revenue Commitment specified in the BellSouth Business Master Agreement for Regulated Services and Volume & Term Agreement (MS04-1920-10).
16. Other than provided herein, the BellSouth Business Master Agreement (MS04-1920-00) and BellSouth Business Master Agreement for Regulated Services and Volume & Term Agreement (MS04-1920-10) shall remain in full force and effect.

PRIVATE/PROPRIETARY

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-C223-03
Option 1 of 1

This Agreement is subject to the approval of the Kentucky Public Service Commission. In the event the Commission should modify any rate or provision of this Agreement, the Customer will have the option of accepting the modification(s) or of canceling the Agreement. If accepted, billing will be rendered from the installation date.

Offer Expiration: This offer shall expire on: 3/16/2006.

Estimated service interval following acceptance date: Negotiable weeks.

Service description:

This Contract Service Arrangement (CSA) provides for BellSouth® Primary Rate ISDN - Voice/Data (Standard) service with and without usage sensitive pricing.

The minimum service period for each Primary Rate ISDN Line installed under this Agreement, or any existing Primary Rate ISDN Line priced under this agreement, equals the contract period.

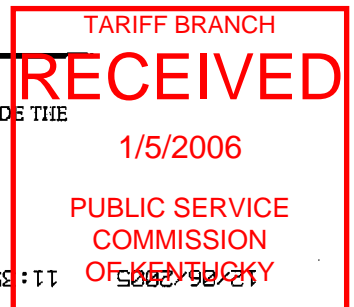
This Agreement has a fourteen (14) month service period.

Provided Company notifies Customer that the Agreement will be expiring at least sixty (60) days prior to the expiration of the Agreement, this Agreement shall be extended for additional one-year terms under the same terms and conditions herein unless either party provides written notice of its intent not to renew the Agreement at least thirty (30) days prior to the expiration of the initial term or each additional one-year term.

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Page 4 of 7



CONTRACT SERVICE ARRANGEMENT
AGREEMENT

Case Number KY05-C223-03
Option 1 of 1

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the dates set forth below.

Accepted by:

Subscriber:
WEYERHAEUSER COMPANY

By: Sue Sabraw for
Authorized Signature

Printed Name: Peter L. Morrison, C.P.M.

Title: Director, Procurement & Supply Management

Date: 12-1-2005

Company:
BellSouth Telecommunications, Inc.
By: BellSouth Business Systems, Inc.

By: Ed W. Patterson
Authorized Signature

Printed Name: EDWIN W. PATTERSON

Title: AVP-SALES

Date: 12/2/05

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-C223-03
Option 1 of 1

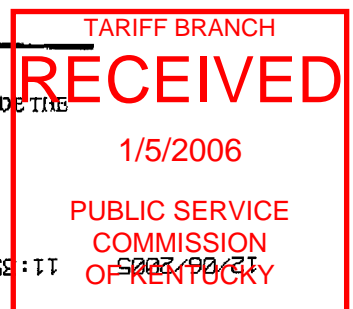
RATES AND CHARGES

	<u>Rate Elements</u>	<u>Non-Recurring</u>	<u>Monthly Rate</u>	<u>USOC</u>
1	BellSouth® Primary Rate ISDN Access Line, each (Note 2)	\$.00	\$135.00	1LD1E
2	BellSouth® Primary Rate ISDN Interface, each - Voice/Data (Standard) (Note 2, 3)	\$.00	\$385.00	PR71V
3	Usage Sensitive BellSouth® Primary Rate ISDN Telephone Numbers, per telephone number requested inward and 2-way	\$.00	\$0.20	PR7TL
4	Usage Sensitive BellSouth® Primary Rate ISDN B-Channel, each - Voice/Data (Standard) (Note 2) (Note 4)	\$.00	\$15.00	PR7BS
5	BellSouth® Primary Rate ISDN, Calling Name Delivery Feature, Per Primary Rate Interface	\$.00	\$.00	PR7CN
6	BellSouth® Primary Rate ISDN B-Channel, each - Voice/Data (Standard) (Note 2)	\$.00	\$15.00	PR7BV
7	BellSouth® Primary Rate ISDN Telephone Numbers, per telephone number requested inward and 2-way	\$.00	\$0.20	PR7TF
8	Standard Data Network Interface Miniature eight-position, with shorting bars for connection of 1.544 Mbps digital lines	\$.00	\$.00	RJ48X

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-C223-03
Option 1 of 1

RATES AND CHARGES

NOTES:

1. All applicable rates and regulations for BellSouth® Primary Rate ISDN as set forth in the General Subscriber Services Tariff are in addition to the rates and regulations contained in this CSA with the exception that volume discounts as outlined in the tariff do not apply.
2. The following nonrecurring charges will not apply upon initial installation. However, if a Primary Rate ISDN circuit is disconnected prior to the expiration of the initial contract period in which the Primary Rate ISDN circuit was installed, other than for a breach of the material terms by Company, then Subscriber will pay the full nonrecurring charges as identified below in addition to applicable termination liability charges:

USOC	Nonrecurring Charge
1LD1E	\$875.00, each
PR71V	\$110.00, each
PR7BS	\$ 5.00, each
PR7BV	\$ 5.00, each
RJ48X	\$ 7.00, each

3. Apply five End User Common Line Charges for each Primary Rate Interface.
4. For usage sensitive BellSouth® Primary Rate ISDN, the monthly rate includes a specified calling allowance as described in GSST A42.
5. Other rate elements used in the provision of the service may not have been listed herein but can be found in the appropriate BellSouth tariff.
6. This Contract Service Arrangement provides specified credits for Primary Rate ISDN Lines (PRI). The first two-months of recurring rates shall be waived for re-acquisition of PRI Lines only.

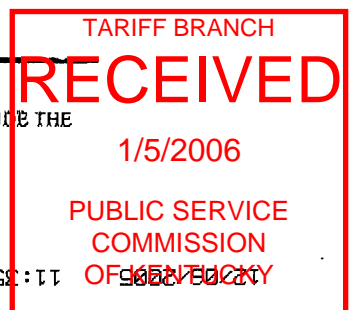
All trademarks and service marks contained herein are the property of BellSouth Intellectual Property Corporation.

END OF ARRANGEMENT AGREEMENT OPTION 1

PRIVATE/PROPRIETARY

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Page 7 of 7



**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-C412-02

MASTER SERVICES AGREEMENT - ORDER ATTACHMENT FOR CSA SERVICES

This Order Attachment Agreement is Made Pursuant to the Master Services Agreement

No. GA02-Q814-10

This Agreement is entered into pursuant to Tariff Section A5 of the General Subscriber Services Tariff.

Offer Expiration: This offer shall expire on: 3/2/2006.

Customer's Billing Address:

Xerox/EDS
Mail Stop 0200-09A
800 Phillips Road
Webster, NY 14580

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-C412-02
Option 1 of 1

Estimated service interval following acceptance date: Negotiable weeks

Service description:

This Contract Service Arrangement (CSA) Agreement provides for Business Lines and Hunting as part of Basic Local Exchange Service.

This Agreement is for a service period of thirty-eight (38) months.

This Agreement is not binding upon Company until executed by an authorized employee, partner, or agent of Subscriber and Company. This Agreement may not be modified, amended, or superseded other than by a written instrument executed by both parties, approved by the appropriate Company organization, and incorporated into Company's mechanized system. The undersigned warrant and represent that they have the authority to bind Subscriber and Company to this Agreement.

This Agreement shall be extended for additional one-year terms under the same terms and conditions herein unless either party provides written notice of its intent not to renew the Agreement at least sixty (60) days prior to the expiration of the initial term or each additional one-year term.

Customer Initials *JK*

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-C412-02
Option 1 of 1

IN WITNESS WHEREOF, the Parties hereto have caused this Order Attachment to be executed by their respective duly authorized representatives on the date indicated below.

Accepted by:

Subscriber:

XEROX CORPORATION - I&TO

By: John Lynch
Authorized Signature

Printed Name: _____

Title: VP

Date: 12/12/05

XEROX CORPORATION - ITAC

By: Anna Marie Riker
Authorized Signature

Printed Name: ANNA MARIE RIKER

Title: SR SUPPLIER MGR - TELECOM

Date: 12/12/05

Company:

BellSouth Telecommunications, Inc.

By: BellSouth Business Systems, Inc.

By: [Signature]
Authorized Signature

Printed Name: Mark P. Roberts

Title: Sales Director

Date: 12-13-05

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-C412-02
Option 1 of 1

RATES AND CHARGES

	<u>Rate Elements</u>	<u>Non-Recurring</u>	<u>Monthly Rate</u>	<u>USOC</u>
1	Flat Rate Main Station Line Service, Business, All Rate Groups -Per line	\$0.00	\$25.53	1FB
2	Flat Rate Main Station Line Service, Business with Caller ID, All Rate Groups -Per line	\$0.00	\$25.53	1FBCL
3	Grouping Service, Individual line or trunk, Business Flat Rate, All Rate Groups -Each individual line or trunk	\$0.00	\$0.00	HTG
4	Touch-Tone Calling Service, Individual and Two-Party Line Service, Business -Per line or PBX trunk	\$0.00	\$0.00	TTB
5	Custom Calling Services, Business/Business PBX, Individual Features, Call Forwarding Variable -Per central office per line/trunk equipped	\$0.00	\$6.00	ESM
6	Custom Calling Services, Business/Business PBX, Individual Features, Call Waiting -Per central office per line/trunk equipped	\$0.00	\$7.00	ESX
7	Custom Calling Services, Business/Business PBX, Individual Features, Call Forwarding Busy Line -Per central office per line/trunk equipped	\$0.00	\$3.00	GCE
8	Custom Calling Services, Business/Business PBX, Individual Features, Call Forwarding Don't Answer -Per central office per line/trunk equipped	\$0.00	\$3.00	GCI
9	Custom Calling Services,	\$0.00	\$8.25	GCZ

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-C412-02
Option 1 of 1

RATES AND CHARGES

Business/Business PBX,
Individual Features,
Remote Access - Call Forwarding Variable
-Per central office per line/trunk equipped

10	BellSouth® TouchStar® service, Individual Features, Business, Caller ID - Deluxe (with ACR) -Per line	\$00	\$11.00	NXMCR
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PRIVATE/PROPRIETARY

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-C412-02
Option 1 of 1

RATES AND CHARGES

NOTES:

1. All rules and regulations for Basic Local Exchange Service from Section A3 of the General Subscriber Services Tariff (GSST) are applicable to this Agreement. The rate elements included herein have been specifically discounted. Other rate elements used in the provision of the service have not been listed, but may be found in the appropriate Company tariff. Examples of other rate elements are: FCC surcharges, regulatory fees, taxes, or charges for features ordered that are not listed in the Agreement.
2. Unless otherwise specified in this Agreement, Service Connection Charges as specified in Section A4 of the GSST will apply.
3. This CSA and the rates set forth herein apply to Orders for the purchase of Business Lines from BellSouth Telecommunications, Inc. (BST) that are reported as regulated services by BST in accordance with the FCC's Part 32 'Uniform System of Accounts'.
4. The rates set forth in this CSA Agreement are contingent upon Customer meeting the Annual Revenue Commitment under the Volume and Term Agreement prior to the expiration of the term. If Customer terminates the Volume and Term Agreement prior to the expiration of the term, the rates in the CSA Agreement will convert to tariff term plan pricing and the services will be subject to the tariff termination liability charge provision. If tariff plan pricing is not available, the pricing will be converted to month-to-month tariff pricing.
5. Non-recurring charges will not apply upon initial installation. For any services installed after execution of this Agreement and subsequently disconnected prior to being in service for a minimum period of twelve (12) months, the Customer will be charged all nonrecurring charges that were waived at installation of such service, including but not limited to the non-recurring charges as identified in the appropriate tariff for the service and a Contract Preparation Charge as specified in each state specific CSA.

All trademarks and service marks contained herein are the property of BellSouth Intellectual Property Corporation.

END OF ARRANGEMENT AGREEMENT OPTION 1

PRIVATE/PROPRIETARY

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-C412-02
Option 1 of 1
Attachment 1

KENTUCKY ATTACHMENT

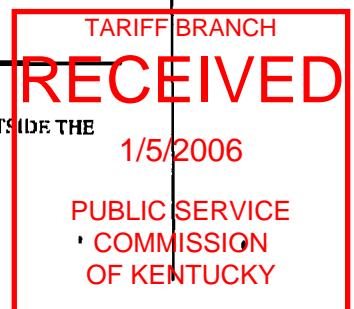
This Agreement is subject to the approval of the Kentucky Public Service Commission. In the event the Commission should modify any rate or provision of this Agreement, the Customer will have the option of accepting the modification(s) or of canceling the Agreement. If accepted, billing will be rendered from the installation date.

RATES AND CHARGES

NOTES (Continued)

PRIVATE/PROPRIETARY

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number FL05-3589-02

This Contract Service Arrangement (CSA) Agreement ("Agreement") is by and between BellSouth Telecommunications, Inc., a Georgia corporation, d/b/a BellSouth, ("Company") and XM Satellite Radio Inc. ("Customer or Subscriber"), and is entered into pursuant to Tariff Section A5 of the General Subscriber Services Tariff. This Agreement is based upon the following terms and conditions as well as any Attachment(s) affixed and the appropriate lawfully filed and approved tariffs which are by this reference incorporated herein.

1. Subscriber requests and Company agrees, subject to the terms and conditions herein, to provide the service described in this Agreement at the monthly and nonrecurring rates, charges, and conditions as described in this Agreement ("Service"). The rates, charges, and conditions described in this Agreement are binding upon Company and Subscriber for the duration of this Agreement. For the purposes of the effectiveness of the terms and conditions contained herein, this Agreement shall become effective upon execution by both parties. For purposes of the determination of any service period stated herein, said service period shall commence the date upon which installation of the service is completed.
2. Company agrees to provide Subscriber notice of any additional tariffed services required for the installation of the Service. Subscriber agrees to be responsible for all rates, charges and conditions for any additional tariffed services that are ordered by Subscriber.
3. This Agreement is subject to and controlled by the provisions of Company's or any of its affiliated companies' lawfully filed and approved tariffs, including but not limited to Section A2 of the General Subscriber Services Tariff and No. 2 of the Federal Communications Commission Tariff and shall include all changes to said tariffs as may be made from time to time. All appropriate tariff rates and charges shall be included in the provision of this service. Except for the expressed rates, charges, terms and conditions herein, in the event any part of this Agreement conflicts with the terms and conditions of Company's or any of its affiliated companies' lawfully filed and approved tariffs, the tariff shall control.
4. This Agreement may be subject to the appropriate regulatory approval prior to commencement of installation. Should such regulatory approval be denied, after a proper request by Company, this Agreement shall be null, void, and of no effect.
5. If Subscriber cancels this Agreement prior to the completed installation of the Service, but after the execution of this Agreement by Subscriber and Company, Subscriber shall pay all reasonable costs incurred in the implementation of this Agreement prior to receipt of written notice of cancellation by Company. Notwithstanding the foregoing, such reasonable costs shall not exceed all costs which would apply if the work in the implementation of this Agreement had been completed by Company.
6. The rates, charges, and conditions described in this Agreement may be based upon information supplied to Company by the Subscriber, including but not limited to forecasts of growth. If so, Subscriber agrees to be bound by the information provided to Company. Should Subscriber fail to meet its forecasted level of service requirements at any time during the term of this Agreement, Subscriber shall pay all reasonable costs associated with its failure to meet its projected service requirements.
7. (a) If Subscriber cancels this Agreement or a Service provided pursuant to this Agreement at any time prior to the expiration of the service period set forth in this Agreement, Subscriber shall be responsible for all termination charges. Unless otherwise specified by the tariff or stated elsewhere in this Agreement, termination charges are defined as fifty percent (50%) of the recurring charges due or remaining as a result of the minimum service period agreed to by the Company and Subscriber and set forth in this Agreement and any nonrecurring charges that were not applied upon installation as set forth in this Agreement.

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**CONTRACT SERVICE ARRANGEMENT
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(b) Subscriber further acknowledges that it has options for its telecommunications services from providers other than Company and that it has chosen Company to provide the services in this Agreement. Accordingly, if Subscriber assigns this Agreement to a certified reseller of Company local services and the reseller executes a written document agreeing to assume all requirements of this Agreement, Subscriber will not be billed termination charges. However, Subscriber agrees that in the event it fails to meet its obligations under this Agreement or terminates this Agreement or services purchased pursuant to this Agreement in order to obtain services from a facilities based service provider or a service provider that utilizes unbundled network elements, Subscriber will be billed, as appropriate, termination charges as specified in this Agreement.

8. This Agreement shall be construed in accordance with the laws of the state applicable to the Service provided hereunder.
9. Except as otherwise provided in this Agreement, notices required to be given pursuant to this Agreement shall be effective when received, and shall be sufficient if given in writing, hand delivered, or United States mail, postage prepaid, addressed to the appropriate party at the address set forth below. Either party hereto may change the name and address to whom all notices or other documents required under this Agreement must be sent at any time by giving written notice to the other party.

Company

BellSouth Telecommunications, Inc.
Assistant Vice President
13450 W. Sunrise Blvd., Ste 60
Sunrise, FL 33323

Subscriber

XM Satellite Radio Inc.
400 W Main St #330
Babylon, NY 11702

10. Subscriber may not assign its rights or obligations under this Agreement without the express written consent of Company and only pursuant to the conditions contained in the appropriate tariff.
11. In the event that one or more of the provisions contained in this Agreement or incorporated within by reference shall be invalid, illegal, or unenforceable in any respect under any applicable statute, regulatory requirement or rule of law, then such provisions shall be considered inoperative to the extent of such invalidity, illegality, or unenforceability and the remainder of this Agreement shall continue in full force and effect.
12. Subscriber acknowledges that Subscriber has read and understands this Agreement and agrees to be bound by its terms and conditions. Subscriber further agrees that this Agreement, and any orders, constitute the complete and exclusive statement of the Agreement between the parties, superseding all proposals, representations, and/or prior agreements, oral or written, between the parties relating to the subject matter of the Agreement.
13. Acceptance of any order by Company is subject to Company credit and other approvals. Following order acceptance, if it is determined that: (i) the initial credit approval was based on inaccurate or incomplete information; or (ii) the customer's creditworthiness has significantly decreased, Company in its sole discretion reserves the right to cancel the order without liability or suspend the Order until accurate and appropriate credit approval requirements are established and accepted by Customer.
14. This Agreement is not binding upon Company until executed by an authorized employee, partner, or agent of Subscriber and Company. This Agreement may not be modified, amended, or superseded

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other than by a written instrument executed by both parties, approved by the appropriate Company organization, and incorporated into Company's mechanized system. The undersigned warrant and represent that they have the authority to bind Subscriber and Company to this Agreement.

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Option 1 of 1

Offer Expiration: This offer shall expire on: 4/12/2006.

Estimated service interval following acceptance date: Negotiable weeks.

Service description:

This Contract Service Arrangement (CSA) provides for Business Lines, Trunks, BellSouth® Business Plus® service, and Hunting as part of Basic Local Exchange Service.

This Agreement is for a service period of twenty-four (24) months.

This Agreement shall be extended for additional one-year terms under the same terms and conditions herein unless either party provides written notice of its intent not to renew the Agreement at least sixty (60) days prior to the expiration of the initial term or each additional one-year term.

Customer Initials MM/A

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the dates set forth below.

Accepted by:

Subscriber:
XM Satellite Radio Inc.

By: *[Signature]*
Authorized Signature

Printed Name: Michael J. Morrison

Title: VP, Terrestrial Network Business Operations

Date: December 20, 2005

Company:
BellSouth Telecommunications, Inc.
By: BellSouth Business Systems, Inc.

By: *[Signature]*
Authorized Signature

Printed Name: Traci Boyman

Title: Sales Manager

Date: 12-23-05

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TARIFF BRANCH
RECEIVED
1/5/2006
PUBLIC SERVICE
COMMISSION
OF KENTUCKY

**CONTRACT SERVICE ARRANGEMENT
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Option 1 of 1

RATES AND CHARGES

	<u>Rate Elements</u>	<u>Non-Recurring</u>	<u>Monthly Rate</u>	<u>USOC</u>
1	Flat Rate Main Station Line Service, Business, Rate Groups 3 and 5, -Per line	\$.00	\$23.00	1FB
2	Flat Rate Main Station Line Service, Business with Caller ID, Rate Groups 3 and 5 -Per line	\$.00	\$23.00	1FBCL
3	Grouping Service, Individual line or trunk, Business Flat Rate, Rate Groups 3 and 5 -Each individual line or trunk	\$.00	\$.00	HTG
4	Touch-Tone Calling Service, Individual and Two-Party Line Service, Business -Per line or PBX trunk	\$.00	\$.00	TTB
5	BellSouth® TouchStar® service, Individual Features, Business, Caller ID-Basic -Per line	\$.00	\$8.30	NSD

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RATES AND CHARGES

NOTES:

1. All rules and regulations for Basic Local Exchange Service from Section A3 of the General Subscriber Services Tariff (GSST) are applicable to this Agreement. The rate elements included herein have been specifically discounted. Other rate elements used in the provision of the service have not been listed, but may be found in the appropriate Company tariff. Examples of other rate elements are: FCC surcharges, regulatory fees, taxes, or charges for features ordered that are not listed in the Agreement.

2. Unless otherwise specified in this Agreement, Service Connection Charges as specified in Section A4 of the GSST will apply.

3. If Subscriber disconnects flat rate Business Lines, Trunks, and/or Business Plus lines provided under this Agreement, Subscriber must certify to Company in writing that it has not substituted the services provided by other vendors in place of the service provided by Company.

All trademarks and service marks contained herein are the property of BellSouth Intellectual Property Corporation.

END OF ARRANGEMENT AGREEMENT OPTION 1

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**CONTRACT SERVICE ARRANGEMENT
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Case Number KY05-3592-02
Option 1 of 1
Attachment 1

KENTUCKY ATTACHMENT

This Agreement is subject to the approval of the Kentucky Public Service Commission. In the event the Commission should modify any rate or provision of this Agreement, the Customer will have the option of accepting the modification(s) or of canceling the Agreement. If accepted, billing will be rendered from the installation date.

RATES AND CHARGES

NOTES (continued)

4. The rates set forth in this Agreement are based upon the Subscriber purchasing from Company a quantity of one hundred (100) flat rate Business Lines and/or Trunks, throughout the BellSouth region ("Minimum Quantity Requirement") within three (3) months of execution of this Agreement and maintaining this Minimum Quantity Requirement throughout the term of this Agreement.

Effective with the execution of this Agreement, Subscriber may add and delete flat rate Business Lines and/or Trunks without installation charges and termination liability, provided that the Minimum Quantity Requirement has been met and is maintained, the Service has been installed for at least twelve (12) months under this Agreement, and provided Subscriber certifies to Company in writing that it has not substituted the services provided by other vendors in place of the services provided by Company. The Subscriber's total quantity of flat rate Business Lines and/or Trunks will be reviewed by the Company on the three (3) month anniversary date of the signing of this Agreement and no less than annually on the anniversary date of the signing of this Agreement to determine if the Minimum Quantity Requirement has been met and is being maintained. Failure on the part of the Company to perform this review shall not be considered a waiver of this provision. Should the Minimum Quantity Requirement not be attained within the time period specified, or if it is not maintained at any time after the three (3) month anniversary date, then Customer shall be responsible for the Commitment Shortfall. The "Commitment Shortfall" shall be equal to the number of flat rate Business Lines and/or Trunks lines below the Minimum Quantity Requirement times the rates set forth in this Agreement. In addition, the Subscriber will be charged all nonrecurring charges that were waived at installation of each Business Line, Trunk, and/or Business Plus line that falls below the Minimum Quantity Requirement, as identified below:

Line Connection Charge, First Line	\$73.00 each
Line Connection Charge, Additional Lines	\$22.00 each

Furthermore, if Customer disconnects all service offered on this Agreement prior to the expiration of this Agreement, then a Contract Preparation Charge applies in the amount of \$293.00 in addition to Customer's obligation to pay the Commitment Shortfall for the remainder of the term of this Agreement.

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