

Regulated Services Agreement GA06-7174-10

**BELLSOUTH BUSINESSSM MASTER AGREEMENT FOR
REGULATED SERVICES AND VOLUME & TERM AGREEMENT**

ABF Freight System, Inc.

This BellSouth BusinessSM Master Agreement for Regulated Services and Volume & Term Agreement ("Agreement") is between ABF Freight System, Inc. ("Customer") and BellSouth Telecommunications, Inc. ("BST") and applies to Orders for the purchase of telecommunications services from BST, and reported as "Regulated Services" by BST in accordance with the FCC's Part 32 "Uniform System of Accounts". This Agreement is or may be, a Contract Service Arrangement ("CSA") with respect to BST Regulated Services.

REGULATED SERVICES

1. Regulatory and Other Contractual Considerations.

1.1 Customer recognizes and agrees that this Agreement is subject to and controlled by BST's tariffs including, but not limited to, the General Subscriber Services Tariff and the Private Line Services Tariff and all such revisions to said tariffs as may be made from time to time, and are not intended to replace or supersede existing tariffs. All Regulated Services included under this Agreement 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 Regulated Services will apply unless and 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 to the extent permitted by applicable law.) BST agrees that for Regulated Services purchased at rates set forth in the tariffs, 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 Agreement when used in conjunction with a Contract Service Arrangement ("CSA") or Special Service Arrangement ("SSA") prior to the implementation of this Agreement. BST agrees to begin any necessary filings within thirty (30) calendar days after the Effective Date of the Order Attachment for the CSA or SSA. 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 Agreement and any CSA or SSA shall be null and void and of no effect in that state.

2. Order Attachment(s). Customer may order Regulated Services by using the BST Order Attachment ("Order Attachment") at the recurring and non-recurring rates and charges agreed to by the Parties in accordance with the terms and conditions described in the applicable tariffs and Order Attachment. Customer may order additional existing or new Regulated Services by submitting an appropriate Order Attachment properly authorized and submitted in accordance with BST's procedures. Rates for additional and/or new Regulated Services will be in accordance with the applicable tariff rates in effect at the time the Order Attachment is accepted by BST or as otherwise stated in the appropriate Order Attachment. Customer agrees to pay for the Regulated Services included in all Order Attachments.

3. Cancellation.

If Customer cancels a Regulated Service ordered pursuant to an Order Attachment 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 costs that could apply if the work in the implementation of the Order Attachment had been completed.

4. Termination.

4.1 If Customer cancels a Regulated Service ordered pursuant to an Order Attachment at any time prior to the expiration of the Service Period set forth in the appropriate Order Attachment(s), Customer shall be responsible for all termination charges unless otherwise specified. Termination charges are defined as all reasonable charges due or remaining as a result of the minimum Service Period agreed to by BST and Customer as set forth 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, 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, at any time prior to the minimum service period set forth in the Order Attachment, Customer will pay Termination Charges, except where a certified reseller of BST local service resells this Agreement to Customer and agrees in writing to assume all of Customer's obligations to BST under this Agreement.

5. Service Period.

5.1 The "Service Period" for Regulated Services ordered under an Order Attachment shall be as specified in the applicable Order Attachment and shall commence on the date installation is completed.

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. If Customer does not elect an additional Service 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 Regulated Service or may request a new CSA or SSA.

VOLUME AND TERM PROVISIONS

6. Definitions. As used in this Agreement, 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 billing each year to Customer for BST Regulated Services that Customer agrees to achieve for purposes of this Agreement.



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6.2 "Baseline" - in Contract Year 1, the annualized monthly billing to Customer for BST Regulated Services during each year that is used to calculate the Annual Revenue Commitment. Baseline in subsequent years is the aggregate billing for the previous twelve (12)-month period without regard to any Rewards under this Agreement.

6.3 "Contract Year" - the twelve (12)-month period during the Term of this Agreement beginning on June 1, 2006 ("Effective Date"), or any subsequent twelve (12)-month period that begins on the anniversary of the Effective Date.

6.4 "Reward" or "Reward Level" - the percentage applied to the monthly billed revenue for the BST Regulated Services, exclusive of taxes and fees, that are Reward Eligible and for which billing has occurred or will occur during the current billing period.

6.5 "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 fees, as mutually agreed to by Customer and BST. The Reward Eligible Services are listed in Appendix 1 to this Agreement.

6.6 "Expiration Date" - the date on which the Term of this Agreement expires.

6.7 "Term" - the number of Contract Years or the number of months the Volume and Term provisions of this Agreement are effective. The Term of this Agreement is 3 Contract Years.

6.8 "V&T Eligible Services" - all 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.

7. Annual Revenue Commitment

7.1 Customer and BST agree to an Annual Revenue Commitment in the first Contract Year of this Agreement of \$318,000.00. The Annual Revenue Commitment represents ninety percent (90.00%) 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 Agreement 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.

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 (90.00%) of the Baseline billing for the Contract Year.

7.4 In the event the Annual Revenue Commitment is adjusted due to a Business Change, Higher Order of Service, or Tariff Change, as defined herein, Customer will be permitted to reduce its Annual Revenue Commitment levels by an amount equal to the adjustment made during the V&T Annual True-Up (as defined herein).

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 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 June 1, 2006. 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, WATTSaver, and End User Common Line Charges, are not eligible for the application of the Reward. Billing associated with certain Regulated Services may not be eligible for the application of a Reward in order to comply with applicable regulatory and legal 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 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.

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 5.0 percent (5.0%) during any Contract Year, Customer will receive an additional AGIA credit. The AGIA will equal 10.0 percent (10.0%) of the billed charges for V&T Eligible Services less the current Contract Year's Baseline. The AGIA, not to exceed \$10,000, will be calculated and applied at the time of the V&T 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. Annual Revenue Commitment and Reward Level. 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. Customer agrees if it fails to meet its Annual Revenue Commitment during a given Contract Year, except as provided in Sections 14, 15, and 16, 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" or "Shortfall").

12. Provision for Obtaining Rewards for Additional and New Regulated Services. For purposes of this Agreement an "Additional Service" is an intraLATA service that is tariffed by BST on the Effective Date of this Agreement and is not considered an intraLATA Reward Eligible Service. A "New Service" is an intraLATA service that has been tariffed by BST after the Effective Date of this Agreement. Customer may submit a request to BST to obtain a Reward on an Additional or New Service under this Agreement.

13. Acquisition of New Businesses. In the event Customer acquires a new business or operation within the BST service area during the Term of this Agreement, the Regulated Services at these locations may be included under this Agreement upon the mutual agreement of BST and Customer. Should such an agreement be reached, BST and Customer will amend this Agreement, including the Annual Revenue



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Commitment level in Appendix 1, as appropriate to include such Regulated Services. Any revisions due to acquisition will be made during the V&T Annual True-Up at the end of the year in which the acquisition occurred, and will affect the Annual Revenue Commitment for future years. V&T Eligible Services included in this Agreement as the result of an acquisition will not be used in the calculation of an AGIA in the Contract Year in which the acquisition occurred.

14. Business Change. In the event of a divestiture of a significant part of Customer's business, a business downturn beyond Customer's 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 Regulated Services, (collectively, "Business Change"), any of which significantly reduces the volume of network Regulated Services required by Customer, with the result that Customer is unable to meet its Annual Revenue Commitment under this Agreement (notwithstanding Customer's best 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. This provision does not apply to a change resulting from a decision by Customer: (a) to reduce its overall use of telecommunications; or (b) to transfer portions of its traffic or projected growth to providers other than BST. Customer must provide BST written notice of the conditions it believes will require the application of this provision and will describe such conditions with particularity. 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. This provision does not affect 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 Agreement, 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.

16. Tariff Changes. If during the Term of this Agreement, BST requests and receives regulatory approval for price reductions on tariff services purchased by Customer and such price reductions cause Customer to be unable to meet its Annual Revenue Commitment under this Agreement, 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).

17. Annual True-Up.

17.1 Within 90 days of the end of each Contract Year, BST will conduct a review of Customer's revenue to determine if Customer achieved its Annual Revenue Commitment ("Annual True-Up"). During the Annual True-Up, BST will calculate any Commitment Shortfall in accordance with Section 11 and determine Customer's Baseline billing for the following 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. Further, any debit resulting from the Annual True-Up for failure to meet the Annual Revenue Commitment or Termination Liability will be billed directly to Customer and Customer agrees to assume responsibility for all outstanding amounts.

18. Taxes. Applicable taxes and fees will be based on full tariffed prices for all BST Regulated Services, and no taxes or fees will be added to the amount of any Reward or AGIA given to Customer under this Agreement.

19. Termination Liability.

19.1 If Customer desires to terminate the Volume and Term Provisions prior to their expiration, Customer must provide written notice of such termination 60 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 the life of this Agreement or for the previous 12 months, whichever is less and

(b) Liquidated damages equal to the prorated portion of the Agreement implementation and tracking costs, calculated as follows:

Prorated Implementation and Tracking Costs = \$3,247.00 times the (Contract Months Remaining divided by the Total Contract Months).

19.2 The application of termination charges pursuant to this section shall not affect the application of termination charges pursuant to the tariff or any other agreement.

20. Miscellaneous Provisions

20.1 Offer Expiration. This offer shall expire on May 31, 2006.

20.2 This Agreement shall be interpreted in accordance with the laws of the State of Georgia without regard to its choice of law provisions.

20.3 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, delivered by hand, facsimile, overnight mail delivery, 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.

Current addresses are:

BellSouth
BellSouth Business Systems, Inc.
Attn: Director of Contract Management
2180 Lake Blvd., 7th Floor
Atlanta, GA 30319

Customer
ABF Freight System, Inc.
3801 Old Greenwood Rd.
Fort Smith, AR 72903



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20.4 In the event that one or more of the provisions of this Agreement shall be invalid, illegal, or unenforceable in any respect under any 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.

20.5 Each Party agrees to submit to the other Party, all advertising, sales promotion, press release, and other publicity matters relating to this Agreement or to the Regulated Services provided under this Agreement wherein corporate or trade names, logos, trademarks, or service marks of the other company or any of its affiliated companies are mentioned or wherein there is language from which a connection to said names or marks may be inferred. Each Party further agrees not to publish or use such advertising, sales promotions, press releases, or publicity matters without the other Party's written approval.

20.6 Customer may not assign its rights or obligations under this Agreement without the express prior written consent of BST. Such consent shall not be unreasonably withheld.

20.7 Extension of Term. The Term of this Agreement may be extended for two additional one-year periods upon the mutual agreement of the Parties. Customer shall provide BST written notice of its intent to renew at least 60 days before the beginning of each one-year renewal period.

20.8 Should any regulatory authority with appropriate jurisdiction determine that any or all of the Regulated Services provided hereunder should no longer be regulated or provisioned under state tariffs, and provided it is otherwise permissible, the Parties agree to comply with, and to continue with such Regulated Services, under the terms and conditions of this Agreement.

Customer acknowledges that Customer has read and understands this 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 BST is subject to BST credit and other approvals. This Agreement is not binding upon BST until executed by an authorized employee, partner, or agent of Customer and BST. The undersigned warrant and represent that they have the authority to bind Customer and BST to this Agreement. This Agreement may not be modified, amended, or superseded other than by a written instrument executed by both Parties.

CUSTOMER: ARF Freight Systems, Inc.

By: David W Bockelma
(Signature)

By: David W Bockelma Manager
(Printed Name and Title)

Date: 5-2-06

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

By: [Signature]
(Signature)

By: Kimberly Senior - Sales/VP
(Printed Name and Title)

Date: 5/4/06



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Appendix 1 to Regulated Services Agreement

- 1. Customer: ABF Freight System, Inc.
- 2. Term: 3 Years

Volume and Term Provisions

- A. Annual Revenue Commitment: \$318,000.00
(90.00% of Baseline)
- B. Baseline (First Year): \$352,000.00
- C. Reward Level: 18.00%
- D. Growth Percentage: 5.00%
- E. Annual Growth Incentive Award: 10.00% (not to exceed \$10,000)
- F. Reward Eligible Services
 - Basic Business Service
 - FCO & FX Service
 - Optional Calling Plan
 - PBX / DID Trunks



MAY- 1-06 MON 9:54 AM BBS JOHN ROSS

FAX NO. 615 401 4170

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Regulated Services Agreement

AMENDMENT TO Bellsouth BusinessSM MASTER AGREEMENT FOR REGULATED SERVICES AND VOLUME & TERM AGREEMENT

This Amendment amends and modifies the BellSouth BusinessSM Master Agreement for Regulated Services and Volume & Term Agreement, TN01-AS61-10, entered into by and between Community Health Systems Professional Services Corporation ("Customer") and BellSouth Telecommunications, Inc. ("BST") on March 31, 2004.

For and in consideration of the mutual promises and agreements made and continued herein, the parties intend to be legally bound, hereby agree to add the following Volume and Term Provisions:

- 1) Customer and BST agree to extend the Agreement for two (2) additional years, beginning on March 1, 2007 and ending on February 28, 2009 ("Additional Contract Term").
2) The Baseline billing for the third Contract Year shall be equal to \$1,480,892.00, which is Customer's February 2006 billing annualized and adjusted for the conversion to Region Rate pricing and CSA pricing on Primary Rate ISDN service. The Annual Revenue Commitment for the third Contract Year shall be equal to \$1,314,800.00, which is 90% of the Baseline.
3) The Annual Revenue Commitment for each Contract Year of the Additional Contract Term shall be equal to 90% of the Baseline, which is the aggregate billing for the previous Contract Year prior to the application of any Reward.
4) Beginning on the first of the month in which this Amendment is signed by both parties, the Reward Level shall be equal to fifteen percent (15%).
5) A revised list of the Reward Eligible Services is attached as Appendix 1 to this Amendment.
6) This offer expires on June 30, 2006.

Except for the foregoing, the remaining terms and conditions of the Agreement remain in full force and effect between the Parties.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment as of the date set forth below.

CUSTOMER: Community Health Systems Professional Services Corporation

BELLSOUTH TELECOMMUNICATIONS, INC.

By: [Signature] (Signature)

By: BELLSOUTH BUSINESS SYSTEMS, INC.

By: [Signature] (Signature)

By: David Holzman, Mgr (Printed Name and Title)

By: [Signature] for Robert Radden, A/P Sales (Printed Name and Title)

Date: 4/28/06

Date: 4.28.2006



MAY- 1-06 MON 9:55 AM BBS JOHN ROSS

FAX NO. 615 401 4170

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Regulated Services Agreement

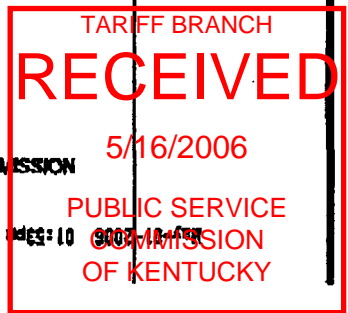
AMENDMENT TO
BELLSOUTH BUSINESS™ MASTER AGREEMENT FOR
REGULATED SERVICES AND VOLUME & TERM AGREEMENT

Appendix 1

Reward Eligible Services

- Analog Private Line
- Business ISDN
- Basic Business Service*
- Centrex (except in South Carolina)
- CrisisLink
- MegaLink (except in Alabama and Tennessee)
- SynchroNet
- ESBX
- FX & FCO Service
- Frame Relay
- MegaLink Channel Service
- Optional Calling Plan
- NAR's - EBSX, MCS
- Message/Measured Rate PBX Trunks & DID Service

* includes Prestige, TouchStar, Custom Calling, Mess/Meas Rate Business Lines, Directory White Page Service, Remote Call Forwarding, Back-Up Line, Expanded Area Calling Service, Non-List/Non-Published Service, Enhanced Caller ID, Messaging CNS Features



Regulated Services Agreement AL04-7891-10
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 AL04-7891-10, entered into between BellSouth Telecommunications, Inc. by BellSouth Business Systems, Inc. ("BST") and Baptist Health System, Inc. ("Customer") on July 6, 2004.

- A. The term of the Attachment is extended from 24 months to 45 months.
- B. Section 7.1 is amended to reflect that Customer's Annual Revenue Commitment for Contract Year 3 (beginning July 2006) shall be \$1,033,000.
- C. The Annual Revenue Commitment for Contract Year 4 (beginning July 2007) shall be 90% of the Baseline for the Contract Year.
- D. The Reward Level will be 14% effective April 1, 2006. The list of Reward Eligible Service is updated for the start of Contract Year 3 as shown on the revised Appendix which is attached to this Agreement.
- E. This Amendment offer is good through 4/30/2006.

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

Customer:

Baptist Health System, Inc.

By:

Printed Name: DOUGLAS C. DAVENPORT

Title:

Date:

SVP CFO

4/24/06

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

By:

Printed Name:

Title:

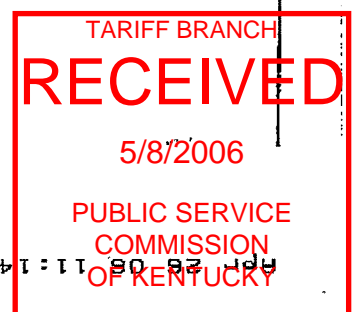
Date:

STEVEN D. STAW

STEVEN D. STAW

AVP

4/24/06



This copy is filed to provide a legible copy of contract KY06-0432-00 to be filed on 4/28/2006

**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY06-0432-00

This Contract Service Arrangement (CSA) Agreement ("Agreement") is by and between BellSouth Telecommunications, Inc., a Georgia corporation, d/b/a BellSouth, ("Company") and Clear Channel 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.

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 KY06-0432-00

(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
7650 NW 19th St
Miami, FL 33166

Subscriber
Clear Channel Radio Inc.
4000 #1 Radio Drive
Louisville , KY 40218

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.

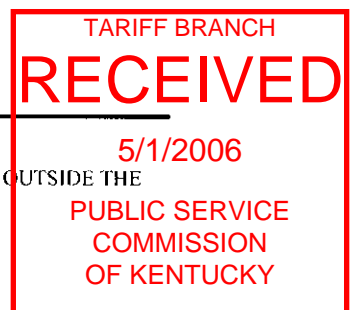


**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY06-0432-00

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 KY06-0432-00
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: 5/10/2006.

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 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

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CONTRACT SERVICE ARRANGEMENT
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Option 2 of 3

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

Accepted by

Subscriber:
Clear Channel Radio Inc.

By: *Kevin W. Huggins*
Authorized Signature

Printed Name: Kevin W Huggins

Title: VP Market Manager

Date: 2/03/06

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

By: *Raul Martinez*
Authorized Signature

Printed Name: Raul Martinez

Title: Sales Manager

Date: 2/24/05

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**CONTRACT SERVICE ARRANGEMENT
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Case Number KY06-0432-00
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	\$.00	\$130.00	1LD1E
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	\$0.20	PR7TF
5	BellSouth® Primary Rate ISDN, Calling Name Delivery Feature - Per Primary Rate Interface	\$.00	\$75.00	PR7CN

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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

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number: KY06-2093-00

This Contract Service Arrangement (CSA) Agreement ("Agreement") is by and between BellSouth Telecommunications, Inc., a Georgia corporation, d/b/a BellSouth, ("Company") and ITW-Ramset/Redhead ("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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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 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
Louisville, KY 40222

Subscriber
ITW-Ramset/Redhead
700 Bypass Road
Paris, KY 40300

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

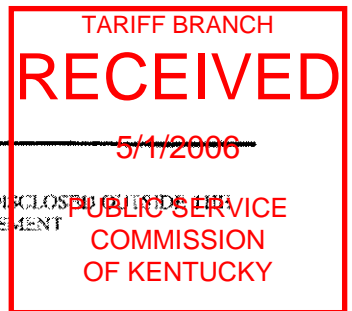
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organization, and incorporated into Company's mechanized system. The undersigned warrant and represent that they have the authority to bind Subscriber and Company to this Agreement.



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CONTRACT SERVICE ARRANGEMENT
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Option 2 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: 6/9/2006

Estimated service interval following acceptance date: Negotiable weeks.

Service description:

This Contract Service Arrangement (CSA) provides for the components of the BellSouth® Integrated Solutions PRI/DIA package at the following location(s) in Paris, Kentucky:

7000 Bypass Road

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.

Customer Initials: *HP*



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Solution Selection: BIS-PRI DIA
36-Month Form

BellSouth® Integrated Solutions Agreement

BellSouth Telecommunications, Inc. ("BellSouth") agrees to provide and ITW-Rainset/Redhead ("Customer") agrees to purchase the BellSouth® Integrated Solutions ("BIS") package pursuant to the terms and conditions set forth herein and BellSouth's BIS Service Description, incorporated herein by reference (collectively, "Agreement")

1. **Services.** BIS is a packaged solution composed of data (128K minimum) and voice services* (a minimum of six channels must be purchased for local voice service), business line* used for out-of-band monitoring, interoffice facilities* up to 75 miles where needed to serve customer, customer premises equipment (including installation, maintenance, and monitoring), and may also include Dedicated Internet Access (128K minimum), thirty (30) e-mail boxes, web hosting (two hundred (200) megabytes (MB) storage capacity provided via a shared server), intraLATA toll service (collectively, "Services"). The following Optional Services are also available at additional cost: additional voice and/or data capacity* (available in 64K increments up to 788K maximum for data), voice service features*, Direct Inward Dialing*, frame relay, and Dedicated Internet Access - additional capacity available in 2 channel increments. BIS may only be purchased by Customers whose traffic is at least 90% intrastate. Customer is responsible for complying with this requirement and by accepting BIS under this Agreement, Customer is representing to the company that its traffic on BIS will be at least 90% intrastate.

***THIS BUNDLE IS PROVIDED AT A SINGLE PRICE FOR ALL SERVICES INCLUDED. ALL OTHER TERMS AND CONDITIONS FOR THE INCLUDED TELECOMMUNICATIONS SERVICES SHALL BE GOVERNED BY BELL SOUTHWEST'S LAWFULLY FILED TARIFFS AND THE TERMS AND CONDITIONS SET FORTH IN THE CONTRACT SERVICE ARRANGEMENT ("CSA") ENTERED INTO BETWEEN THE PARTIES CONCURRENTLY WITH THIS AGREEMENT AND INCORPORATED HEREIN BY REFERENCE. TO THE EXTENT THERE IS A CONFLICT BETWEEN ANY TERMS OR CONDITIONS SET FORTH IN THE TARIFFS AND THE CSA, AND THOSE IN THIS AGREEMENT, THEN THE TARIFF AND CSA TERMS SHALL APPLY IN ALL STATES BUT NORTH CAROLINA, SOUTH CAROLINA AND TENNESSEE (SEE SECTION 2 BELOW).**

2. **North Carolina, South Carolina and Tennessee.** Customer and BellSouth acknowledge and agree that to the extent the Services covered under this Agreement are detariffed or deregulated under North Carolina, South Carolina, or Tennessee 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 those respective state regulatory authorities shall be deemed references to agreed contract terms and conditions identical to those set forth in the applicable tariff(s) as such tariffs existed as of the date of the detariffing or deregulation in the respective states. Such terms and conditions are incorporated herein by reference as if set forth fully herein and can be reviewed at:

http://cpr.bellsouth.com/pdf/nc/product_line.htm for North Carolina customers; at

http://cpr.bellsouth.com/pdf/sc/product_line.htm for South Carolina customers; and at

http://cpr.bellsouth.com/pdf/tn/product_line.htm for Tennessee customers. In these states, to the extent there exist any

discrepancies or inconsistencies between the terms set forth in the body of this Agreement and those incorporated by reference, including the CSA terms, the terms set forth in the body of this Agreement shall govern. Should Customer desire to purchase the telecommunications services included in this bundle without additional products and services they are available individually at prices posted on BellSouth's website.

3. **Term.** The term of this Agreement is 36 months from the date upon which installation of the Services is completed ("Term"). If neither Party has terminated this Agreement as provided for herein on or before the date the Term expires, this Agreement shall be extended on a month-to-month basis under the same terms and conditions herein and may, after that date, be terminated upon 30-days' written notice by either Party.

4. **Prices and Payment.** Customer agrees to pay the rates and charges for the Services as set forth in the Order Summary attached as Exhibit A. If Customer is not in default, Customer may request in writing changes to Customer's configurations of Services hereunder via a Move/Add/Change ("MAC") order at prevailing market rates, which also may result in an adjustment to the total price or schedule for delivery of BIS or other terms of the existing Order Summary. If Customer does not pay BellSouth's monthly invoice by the due date stated in the invoice, late payment and interest charges will be computed at one and one-half percent (1 1/2%) per month, or the highest amount permitted by applicable law, whichever is less; provided, however, that to the extent BellSouth's lawfully filed tariffs governing late payment and interest charges for telecommunications services conflict with this provision, then the late payment and interest charges for those telecommunications services will be computed as set forth in BellSouth's General Subscriber Services Tariff, Section A2. In Tennessee, the late payment and interest charges for the telecommunications services will be computed at three percent (3%).

5. **Taxes.** All charges and fees are exclusive of applicable federal, state or local taxes. Customer agrees to pay or reimburse BellSouth for any and all sales and use taxes, duties, or levies imposed by any authority, government, or government agency (other than taxes levied on BellSouth's net income) resulting from the Agreement, the provision or use of BIS or any activities hereunder. Customer is responsible for any ad valorem, property, or other taxes assessable on equipment provided to Customer as part of BIS on or after delivery to the installation site.

6. **CPE and CPE Maintenance**

6.1 BellSouth agrees to provide Customer with an Integrated Access device (new or refurbished, designated by BellSouth as "CPE") for use with BIS and maintenance on the CPE for the Term pursuant to this Agreement.

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risk of loss or damage thereto shall pass to Customer upon delivery to the installation site. BellSouth will, as specified by BellSouth and the CPE manufacturer, terminate the CPE onto an appropriate pre-installed termination interface, test for connectivity, and make the CPE ready for programming by Customer or BellSouth as may be agreed upon. Customer agrees to provide, in a timely manner, Customer design information, a suitable installation space and operating environment, access, and electrical and communications connections as specified by BellSouth. Customer is responsible for cross-connecting the CPE to all applicable customer devices, such as routers, key systems, etc.

6.2 If Customer reports CPE problems in accordance with BellSouth's standard procedures, BellSouth will provide commercially reasonable maintenance and repair service to restore the CPE to good working order (or, at BellSouth's option, replace the CPE) within a reasonable time with new or used/refurbished replacement parts or CPE reasonably consistent with the age and condition of the CPE being serviced. Customer will pay BellSouth's then prevailing rates for repair or replacement of any CPE, including parts and labor and any increase in service time required, resulting from any cause other than normal wear and tear, including but not limited to misuse or negligent operation of the CPE, unauthorized repairs, relocation, or modifications, improper operating environment, repair, accident, theft, unexplained loss, lightning, electrical power surge, fire, flood, wind, acts of terrorism, and acts of God. All reports of problems and requests for CPE maintenance must be reported to BellSouth at the telephone number or e-mail address that BellSouth provides to Customer in writing. Customer agrees not to move the CPE covered by the maintenance service from its place of installation without BellSouth's prior written consent.

7. Customer Responsibility.

7.1 Customer agrees to comply with all applicable laws, rules and regulations in connection with BIS and not to use BIS in a way that would, or would assist any third party to, violate any law or be in breach of the Agreement or any applicable Acceptable Use Policy. Customer agrees not to use, transmit or publish in connection with BIS any information, software or other content in any manner that violates or infringes upon the rights of any others. Customer is responsible for: (i) assuring that its authorized users comply with the terms of this Agreement and that unauthorized persons do not gain access to or use BIS through user names, passwords, or other identifiers assigned to Customer pursuant to this Agreement; (ii) providing any equipment and software that may be necessary for use of BIS by Customer in addition to any equipment and software that may be used or provided by BellSouth for its provision of BIS; and (iii) timely payment of all charges for usage of BIS applicable to its account whether or not by authorized users or for authorized purposes.

7.2 Customer shall provide BellSouth with such access, space, facilities, and all relevant information necessary to implement and install BIS and all relevant Customer-specific or other graphics, text and other information or content to be incorporated into Customer's Web site or hosted application in a timely manner, and such other related information or documentation as is reasonably requested by BellSouth for purposes of facilitating BellSouth's provision of BIS to Customer. If implementation or installation of the Services is delayed, by no fault of BellSouth, for 60 days or more from the execution of this Agreement by BellSouth, the Parties agree that BellSouth may at its option (1) begin billing for the Services or (2) deem the Agreement to be terminated and collect early termination charges as set forth herein. Customer's delay or failure to fulfill its responsibilities hereunder may result in an adjustment to the costs or the schedule for delivery of BIS, and will release BellSouth from its obligations hereunder to the extent that BellSouth is adversely affected by such Customer delay or failure.

8 **Assignment and Resale.** Customer may not assign, transfer, or resell the Services without the prior written consent of BellSouth. Any attempt by Customer to assign or transfer any of Customer's rights, duties, or obligations with respect to the Services without BellSouth's written consent shall be void. No assignment or transfer shall release Customer from any of its obligations with respect to the Services. Except as otherwise specifically stated herein, the provisions of this Agreement are for the benefit of the Parties and not for any other person.

9 **Trade Name, Trademarks and Service Marks, Use of Materials, Marks and Information.** Neither Party is authorized to use any name or mark of the other Party in any advertising, publicity or in any other commercial manner, or to make any media release or other public announcement relating or referring to the Agreement, without the prior written consent of the other Party. Customer shall have no ownership or property rights in the Services or in any documentation provided in connection with the Services. Customer may make copies of such documentation solely for use in connection with its authorized use of the Services, and all such copies shall include all copyright, trademark and other proprietary notices appearing in the original documentation. All trademark, product and service marks contained on or associated with the Services that are not BellSouth marks are the trademarks of their respective owners. References to any names, marks, products, services or equipment of third parties do not necessarily constitute or imply BellSouth's endorsement, sponsorship or recommendation of the third party, information, product or service.

10. Indemnification.

10.1 To the extent that any Service or CPE furnished under this Agreement infringes any United States patent, trademark, copyright, or trade secret and a written claim is made or suit is brought by any third party 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 of a court of competent jurisdiction are assessed against Customer attributable to such infringement.

10.2 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 Customer 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 and that Customer shall not make any compromise, admission of liability or settlement or take any other action impairing the defense of such claim without BellSouth's prior written consent; (c) that Customer shall cooperate with BellSouth in all reasonable ways to facilitate the investigation, settlement or defense of any claim or suit; and (d) that the claim or suit does not arise from Customer alterations or modifications, or from deletion, loss of the CPE or Services provided by BellSouth with equipment, software application, product, data, process or services provided by Customer or others, or from Customer's use of the CPE or Services other than in accordance with the applicable

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manufacturer's specifications, or use of Services in a manner inconsistent with the intended use thereof under the Agreement or from BellSouth's compliance with the written specifications or instructions from Customer.

10.3 If any part of the Service becomes, or in BellSouth's opinion, is likely to become the subject of a claim of infringement, or a final injunction is obtained against Customer prohibiting usage of the Service by reason of such infringement, BellSouth will, at its option: (a) procure for Customer the right to continue using the applicable Service; (b) replace the Service with a non-infringing service substantially complying with the specifications of the Service; (c) modify such Service so it becomes non-infringing and performs in a substantially similar manner to the original Service; or (d) return any amounts prepaid by Customer for the affected Service for any period after BellSouth directs Customer to cease such use, which is the subject of potential subject of an infringement claim.

10.4 If Customer implements interactive voice response (IVR) functionality, any IVR implementation and application development work will be provided by a Customer-chosen third-party developer. Neither BellSouth nor any of its affiliates shall be liable to or indemnify Customer for, and Customer releases and shall reimburse BellSouth for, any claims of patent infringement, including contributory infringement or inducement to infringe, relating to IVR functionality or to any patents owned or licensed now or hereafter by Ronald A. Katz, or Ronald A. Katz Technology Licensing, L.P., or by his or its affiliates, successors or assigns ("Katz Patents") based on or related to the Equipment, Services or any information provided by BellSouth. BellSouth is not responsible for determining whether or not obtaining a license for any Katz Patents or any IVR-related patents is advisable, or for obtaining any such license on Customer behalf, or for paying any fees related to such licenses.

10.5 The foregoing states the entire obligation of BellSouth, and the exclusive remedy of Customer, with respect to infringement of proprietary rights. The foregoing is given to Customer solely for its benefit and is in lieu of, and BellSouth disclaims all warranties of noninfringement with respect to the CPE or Services.

10.6 If promptly notified in writing of any action brought against BellSouth, 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 or CPE, of equipment, software or information not provided by BellSouth, or otherwise relating to or arising out of Customer's use of the Services or CPE, Customer will defend that action at its expense and will pay any and all fees, costs or damages that may be finally awarded in that action or a settlement resulting from it provided that (i) BellSouth shall permit Customer to control the defense of such action and shall not make any compromise, admission of liability or settlement or take any other action impairing the defense of such claim without Customer's prior written approval and (ii) BellSouth shall cooperate with Customer in all reasonable ways to facilitate the settlement or defense of any claim or suit.

11. **Notices.** Except as otherwise provided herein, any notices or demands will be given in writing sent by hand delivery, courier service, facsimile or registered or certified mail, return receipt requested, postage prepaid, to Customer or BellSouth at the following addresses: To BellSouth _____, 8100 Shelbyville Road, Louisville, KY 40222 To Customer, HW-Ramsat/Redhead 700 Bypass Road, Paris, KY 40300 All notices under this Agreement that are addressed as provided herein will be deemed given (a) upon delivery if delivered personally or by courier service, (b) when confirmed if delivered by facsimile, and (c) on the fifth (5th) business day after the day it is sent if delivered by mail in the manner described above. Either Party may change its notification contact and address by giving 10 business days' prior written notice to the other.

12. Termination and Default.

12.1 If either Party becomes the subject of a voluntary or involuntary bankruptcy, insolvency, reorganization, or liquidation proceeding, makes an assignment for the benefit of creditors, becomes subject to any proceeding under the Bankruptcy Code or similar laws, or admits in writing its liability to pay debts when due, the other Party may, in addition to all other rights and remedies provided by this Agreement or by law or in equity, terminate this Agreement.

12.2 If Customer fails to pay any amount within 10 days after written notice that the same is delinquent, refuses to accept conforming Services, or if Customer's equipment or use of the Services interferes with the Services or any other user, BellSouth may, in addition to all other rights and remedies provided by this Agreement or by law or in equity, terminate this Agreement or any Customer order.

12.3 If BellSouth breaches any of the material terms of this Agreement and fails to cure such breach within thirty (30) days after written notice of such breach, Customer may (as its sole remedy except for any credits that may be payable for downtime as provided elsewhere herein) terminate its Services by written notice to BellSouth, without obligation for early termination charges.

12.4 If, in BellSouth's judgment, BellSouth cannot provide any portion or all of the Services as contemplated in this Agreement due to a legal, regulatory, technical or other reason, BellSouth may cease providing the Services without any liability to Customer. Nothing herein will be construed to require BellSouth to seek a waiver of any law, rule, regulation, or restriction, or seek judicial review or appeal of any court order.

12.5 If Customer terminates without cause, or has its Services, or this Agreement terminated by BellSouth pursuant to subsections 12.1 or 12.2, prior to commencement of the Services, Customer shall be liable for any and all expenses incurred to date as a result of this Agreement. If after the installation of Services Customer terminates without cause, or has its Services, or this Agreement terminated by BellSouth pursuant to subsections 12.1 or 12.2 prior to the expiration of the Term as set forth in Section 3, Customer shall be liable for installation charges of \$3,700 for the CPE, as well as a termination charge equal to fifty percent (50%) of the total monthly charges (other than variable usage charges) that would have become due for the remainder of the Term if such termination had not occurred; provided, however, that to the extent BellSouth's lawfully filed tariffs governing termination charges for term contracts for telecommunications services conflict with this provision, then the termination charges for the included telecommunications services will be computed as set forth in BellSouth's General Subscriber Services Tariff, Section A2. BellSouth will also discontinue providing maintenance on the CPE at no charge to Customer. Customer shall pay the expenses and termination charges to BellSouth within thirty (30) days after such cancellation or termination.

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13. Warranty Disclaimer. THERE ARE NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF TITLE, NONINFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE (WHETHER OR NOT BELLSOUTH KNOWS, OR HAS REASON TO KNOW, OF ANY SUCH PURPOSE), FOR CPE FURNISHED OR SERVICES PERFORMED UNDER THIS AGREEMENT, WHETHER ALLEGED TO ARISE BY LAW, BY REASON OF CUSTOM OR USAGE IN THE TRADE, BY COURSE OF DEALING OR OTHERWISE, AND BELLSOUTH EXPRESSLY DISCLAIMS SAME. THE SERVICES AND CPE ARE PROVIDED ON AN "AS IS", "AS AVAILABLE" BASIS. NEITHER BELLSOUTH NOR ANY OF ITS UNDERLYING SERVICE PROVIDERS, INFORMATION PROVIDERS, LICENSORS, EMPLOYEES, OR AGENTS WARRANT THAT THE SERVICES OR USE OF CPE WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES BELLSOUTH OR ANY OF ITS UNDERLYING SERVICE OR CPE PROVIDERS, INFORMATION PROVIDERS, LICENSORS, EMPLOYEES, OR AGENTS MAKE ANY WARRANTY AS TO THE RESULTS TO BE OBTAINED FROM USE OF THE SERVICES OR CPE.

14. Remedies of Customer. Customer's sole remedy for any failure or non-performance of the Services or CPE shall be (i) for BellSouth to use commercially reasonable efforts to adjust or repair the Services or CPE and, in the event such failure or non-performance results in Services downtime that exceeds the period of time specified in any applicable service level agreement, to receive a refund of or credit against any charges otherwise payable for the affected component of the Services for the period of Services downtime as provided for in the applicable service level agreement, or (ii) if such failure or non-performance results in Services downtime or degradation so substantial as to render the Services essentially unavailable to or unusable by Customer for normal use, to terminate the Services for default by BellSouth in the manner provided in these Terms. Unless specified to the contrary in any applicable service level agreement, the maximum credit for service downtime or other failure shall not exceed the total monthly bill to the Customer for the affected component of the Services for the month in which such downtime or failure occurs. If changes to the Services materially adversely affect Customer's ability to use the Services, Customer may, as its sole remedy, terminate the Services by written notice to BellSouth without payment of early termination charges.

15. Disclaimer/Limitation of Liability.

15.1 BellSouth and its underlying service providers, information providers, licensors, employees, or agents shall not be responsible for or liable to Customer or any of Customer's users for the use made of the Services or CPE by Customer, its authorized users, or any other third party; for any claim or other action against Customer by any third party (except as set forth in the indemnity section of this Agreement); for any act or omission of any other entity furnishing products and services that are used by Customer in connection with the Services or CPE or for failure of any products or services provided by Customer; or for any damages or losses caused by the fault or negligence of Customer or Customer's failure to perform Customer's responsibilities hereunder.

15.2 The following limitations of liability represent a material inducement to the Parties to enter into this Agreement at the stated price(s). If additional risks were contemplated by BellSouth, they would have been reflected in an increased price(s). In contemplation of the price, Customer acknowledges there is sufficient consideration for the limitation of damages and remedies set forth in the Agreement. NEITHER BELLSOUTH NOR ITS EMPLOYEES, AGENTS, CONTRACTORS, UNDERLYING SERVICE OR CPE PROVIDERS, INFORMATION PROVIDERS, LICENSORS, SUPPLIERS, OR MANUFACTURERS, WILL BE LIABLE TO CUSTOMER (OR TO ANY PERSON CLAIMING RIGHTS DERIVED FROM CUSTOMER'S RIGHTS) FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, ECONOMIC, OR INDIRECT DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION, LOST PROFITS, LOSS OF BUSINESS, OR DAMAGES AS A RESULT OF THE OPERATION OR MALFUNCTION OF SERVICES OR CPE, OR DUE TO LOSS OF DATA, TOLL FRAUD OR OTHER UNAUTHORIZED USE, OR LOSS OF USE, INCLUDING INJURY TO PROPERTY, WHETHER OR NOT THEY HAD NOTICE OF THE POSSIBILITY OF SUCH DAMAGES OCCURRING. CUSTOMER EXPRESSLY ACKNOWLEDGES THAT THE PROVISIONS OF THIS SECTION SHALL APPLY TO ALL CONTENT OR OTHER SERVICES AVAILABLE THROUGH THE SERVICES. CUSTOMER AGREES IT WILL NOT IN ANY WAY HOLD BELLSOUTH OR ITS UNDERLYING SERVICE OR CPE PROVIDERS, INFORMATION PROVIDERS, LICENSORS, EMPLOYEES, CONTRACTORS, OR AGENTS RESPONSIBLE FOR ANY SELECTION OR RETENTION OF THIRD PARTIES IN CONNECTION WITH THE SERVICES OR CPE.

15.3 If a court should hold the limitations of liabilities or remedies available in this Agreement, or any portions thereof, are unenforceable for any reason, or that any of Customer's remedies hereunder fail of their essential purpose, Customer expressly agrees that under no circumstances shall BellSouth's total liability (or that of any of its underlying service providers, information providers, licensors, employees, or agents) to Customer or any party claiming by, through or under Customer for any cause whatsoever, regardless of the form of action, whether in contract or in tort, including negligence, in the aggregate, exceed the amount of charges paid by Customer for use of the Services during the twelve-month period preceding the date such claim first arose.

16. Miscellaneous.

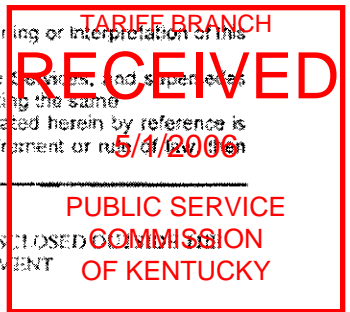
16.1 Neither Party may bring an action, regardless of form, arising out of the Services or this Agreement more than two years after the cause of action arose.

16.2 Neither Party's failure to exercise any right or remedy arising directly or indirectly under this Agreement will operate as a waiver of any right or remedy it may have, nor will an exercise of any right or remedy by either Party preclude any right or remedy otherwise available to such Party.

16.3 The headings used in this Agreement are for convenience only and do not affect the meaning or interpretation of this Agreement.

16.4 This Agreement sets forth the entire agreement between the Parties with respect to the Services, and supersedes any prior written or verbal proposals, agreements, understandings or other discussions respecting the same.

16.5 In the event that one or more of the provisions contained in this Agreement or incorporated herein by reference is invalid, illegal or unenforceable in any respect under any applicable statute, regulatory requirement or rule of law, the



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such provision(s) will be considered inoperative to the extent of such invalidity, illegality or unenforceability and unless a complete failure of consideration would result there from, the entire Agreement will be construed as if not containing the particular invalid or unenforceable provision(s), and the rights and obligations of the Parties hereto will be construed and enforced accordingly.

17. **Survival.** Any obligations of any Party, which by their terms would continue beyond the termination, cancellation or expiration of this Agreement, will survive such termination, cancellation or expiration.

18. **Disputes.** (a) Except as provided in this Section 18, all disputes arising out of or related to this Agreement (whether based in contract, tort, statute, fraud, misrepresentation or any other legal or equitable theory), including any dispute based on any service or advertising related to this Agreement, shall be resolved by final and binding arbitration governed by the Federal Arbitration Act ("FAA"), 9 U.S.C. §§ 1-16. Disputes that meet the small claims court requirements in the state in which the Services are provided may be resolved in small claims court. The Parties agree that this Section 18 shall not apply to debt collection matters or to disputes relating to Intellectual Property.

(b) The arbitration will be conducted by one arbitrator using the procedures described herein in accordance with the commercial arbitration rules and fee schedule of the American Arbitration Association ("AAA") in effect on the date a dispute is submitted, as modified by this Agreement. The AAA's arbitration rules are available from the AAA at www.adr.org.

(c) The Parties have the right to be represented by counsel. The arbitrator shall be bound by and strictly enforce the terms of this Agreement, and may not limit, expand or otherwise modify the terms of this Agreement in conducting the arbitration and making any award. Unless either Party requests that the arbitration be conducted using the AAA's telephonic, on-line, or in-person procedures, for which additional charges may apply, the arbitration will be based solely on the written submissions of the Parties and the documents submitted relating to the dispute. Any in-person arbitration will be conducted at a location that the AAA selects in the state in which the Services are provided, or as the Parties may otherwise mutually agree. Arbitrations under this Agreement shall be kept confidential.

(d) Disputes under this Agreement may not be (a) resolved on a class-wide basis, (b) joined with another lawsuit, or (c) joined in an arbitration with a dispute of any other entity. The arbitrator may not award, and the Parties waive any claims for awards for, punitive damages or attorney fees or any damages that are barred by this Agreement, unless such damages are expressly authorized by a relevant statute.

(e) Before taking a dispute to arbitration, the Parties agree to first attempt to resolve the dispute between them. If the Parties are not able to satisfactorily resolve the dispute within sixty (60) calendar days from the date of the initial notification of the dispute, either Party may contact the AAA in writing at AAA Service Center, 2200 Century Parkway, Suite 300, Atlanta, GA 30345-3203, and request arbitration of the dispute.

(f) Subject to applicable substantive law that may provide otherwise, each Party will pay its own expenses to participate in the arbitration, including attorney fees and expenses related to the presentation of evidence, witnesses, and document production.

(g) Nothing in this Agreement shall be construed to limit either Party's right to obtain equitable or injunctive relief in a court of competent jurisdiction in appropriate circumstances.

19. **Excused Delay/Performance.** BellSouth will be excused from performance and will not be liable for any delay or damage caused, in whole or in part, by any occurrence beyond the reasonable control either of BellSouth or of its subcontractors or suppliers. Such contingencies include acts or omissions of any regulated telephone network and any other occurrence commonly known as force majeure, including without limitation, acts of war and terrorism, civil disobedience, embargoes, delay in transportation, failure by suppliers to deliver equipment, governmental action, acts of any third party, labor disputes, strikes, or other concerted acts of workers, casualties or accidents, fire, explosion, flood, severe weather or other acts of God, power failure, shortage of labor or materials, or discovery of asbestos or other hazardous substance or any other causes or circumstances whether of a similar or dissimilar nature to the foregoing, which prevent or hinder the delivery of the Service. BellSouth may cancel or delay performance hereunder for so long as such performance is delayed by such occurrence or occurrences, and in such event BellSouth will have no liability to Customer.

20. **Governing Law.** This Agreement will be governed by the laws of the State of in which the Services are provided, without regard to its conflict of law provisions.

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IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date(s) below.

Customer: ITW-Ramset/Redhead

By: [Signature]
Authorized Signature

Printed Name: R.J. Crown

Title: Plant Manager

Date: 2-20-06

BellSouth Telecommunications, Inc

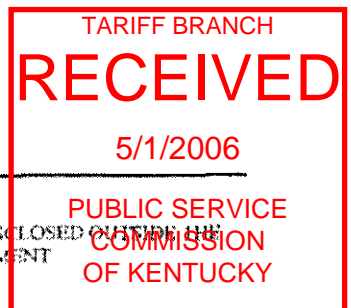
By: BellSouth Telecommunications, Inc

By: [Signature]
Authorized Signature

Printed Name: Sharon Handman

Title: Associate Sales Manager

Date: 2/21/2006



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RATES AND CHARGES

	Rate Elements	Non-Recurring	Monthly Rate	USOC
1	BellSouth® Primary Rate ISDN Access Line, each	\$ 00	\$132.00	ILD1E
2	BIS Interoffice Channel, up to 75 miles, each (USOCs 1LN1A, 1LN1B)	\$ 00	\$75.00	WCCYE
3	Interoffice Channel, Fixed Monthly Rate, each channel (for provisioning use only)	\$ 00	\$ 00	1LN1A
4	Interoffice Channel, each airline mile or fraction thereof (for provisioning use only)	\$ 00	\$ 00	1LN1B
5	BellSouth® Primary Rate ISDN Interface, each - Voice/Data (Standard)	\$ 00	\$ 00	PR71V
6	Flat Rate BellSouth® Primary Rate ISDN Telephone Numbers, per telephone number requested inward and 2-way	\$ 00	\$0 20	PR7TF
7	Usage Sensitive BellSouth® Primary Rate ISDN Telephone Numbers for use with Area Calling Service, per telephone number requested inward and 2-way	\$ 00	\$0 20	PR71L
8	Flat Rate BellSouth® Primary Rate ISDN B-Channel, each - Voice/Data (Standard)(see Tariff Authority, Item D)	\$ 00	\$30.00	PR7BV
9	Usage Sensitive BellSouth® Primary Rate ISDN B-Channel for use with Area Calling Service, each - Voice/Data (Standard)(see Tariff Authority, Item D)	\$ 00	\$30.00	PR7BS
10	Primary Rate ISDN D-Channel (for provisioning use only)	\$ 00	\$ 00	PR7EX
11	BellSouth® Primary Rate ISDN, Calling Name Delivery Feature, Per Primary Rate Interface	\$ 00	\$ 00	PR7CN
12	Jack, single-line, two-wire Tip and Ring	\$ 00	\$ 00	

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RATES AND CHARGES

13	Jack, miniature eight position, with shorting bars for connection of 1544 Mbps digital lines	\$ 00	\$ 00	RJ48
14	Customer Connection to Frame Relay, 128 Kbps, each	\$ 00	\$46.00	FRH1
15	Frame Relay Service Feature, Committed Information Rate (CIR), 65-128 Kbps, per DLCI (for provisioning use only)	\$ 00	\$ 00	FRVR
16	Standard DLCI, Per Customer Connection, initial (for provisioning use only)	\$ 00	\$ 00	XAFD
17	Flat Rate Service, Business, each (limit 1 per PRI)	\$ 00	\$ 00	1FI
18	Touch-Tone	\$ 00	\$ 00	TTI
19	BellSouth® Integrated Solutions Move Charge, per move	\$1,000.00	\$ 00	WDDJ
20	BellSouth® Integrated Solutions Voice Line Change Charge (Increase or Decrease), per order	\$100.00	\$ 00	WDDJ
21	BellSouth® Integrated Solutions Data Line Change Charge (Increase or Decrease), per order	\$500.00	\$ 00	WDDJ
22	BellSouth® Integrated Solutions (BIS) Service Migration, each	\$ 00	\$ 00	WDDP
23	BellSouth® Integrated Solutions (BIS) Demarc Extension, each (Non-Reg Charge)	\$150.00	\$ 00	WDDP
24	BellSouth® Integrated Solutions (BIS) Equipment Upgrade, each (Non-Reg Charge)	\$1,000.00	\$ 00	WDDP
25	BellSouth® Integrated Solutions (BIS) Service Migration, each (Non-Reg Charge)	\$ 00	\$ 00	WDDP

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RATES AND CHARGES

26	BellSouth® Integrated Solutions (BIS) Move Charge, per move (Non-Reg Charge)	\$1,000.00	\$ 00	WDDPU
27	BIS Flat Rate IntraLATA Toll Plan, 15,000 minutes, per plan	\$ 00	\$ 00	WHHB2
	Rate Elements	Usage Charge		USOC
28	BellSouth WatsSaver service, per minute	\$ 00		WWW11

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RATES AND CHARGES

NOTES:

Tariff Authority

- A. All applicable rates and regulations for this service as set forth in the General Subscriber Services Tariff (GSST) are in addition to the rates and regulations contained in this CSA.
- B. 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.
- C. All applicable charges from Section A4 of the General Subscriber Services Tariff are waived via this agreement.
- D. Apply five (5) End User Common Line Charges for each Primary Rate Interface as found in Section 4.7 in the F.C.C. No. 1 Tariff.

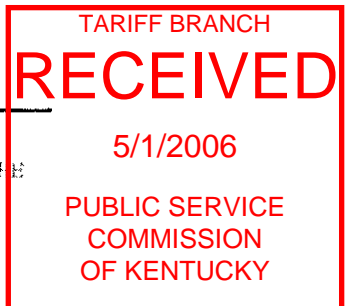
Service Availability

- A. The design, maintenance and operation of the services provided herein is intended for communications originating and terminating from customers' premises to the normal serving wire center (SWC).
- B. BellSouth® Primary Rate ISDN is provided within a LATA from wire centers where appropriate facilities are available as determined by the Company. Special construction charges may apply as specified in Section A5 of the GSST.
- C. If new facilities or changes to existing facilities are required for the provision of this service, a special construction charge based on the cost incurred to make the changes will apply in addition to the specified service rates.

Service Commitments

- A. Customer agrees to purchase and maintain a minimum of six (6) BellSouth® Primary Rate ISDN (PRI) B-Channels.
- B. Customer agrees to maintain a minimum 128 Kbps Frame Relay connection per PRI access line connection.
- C. The services included in this CSA are offered on a package basis only. Customer may not purchase BellSouth PRI or Frame Relay service on a stand-alone basis under this CSA.

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the service is disconnected prior to the expiration of this CSA, then Subscriber will pay the nonrecurring charges that were waived at initial installation as identified below in addition to applicable termination liability as specified in the tariff

USOC	NONRECURRING CHARGE
WGGVF-Contract Preparation Charge	\$342.00
Line Connection Charge, First	\$ 73.00, each
ILD1E	\$875.00, each
ILN1A	\$125.00, each
PR71V	\$110.00, each
PR7BV	\$ 5.00, each
PR7BS	\$ 5.00, each
RJ11C	\$ 23.10, each
RJ48X	\$ 8.00, each
FR112	\$175.00, each

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

END OF ARRANGEMENT AGREEMENT OPTION 2

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Attachment 1

Exhibit A

BIS Service Order Summary

Customer Name: ITW-Ramset/Redhead
Installation Address: 7000 Bypass Road, Paris, KY 40000
Phone: 859/987-7900

The undersigned Customer hereby orders from BellSouth Telecommunications, Inc. ("BellSouth"), the Services and associated charges specified in this Order Summary Form for a 36-month term subject to and in accordance with the BellSouth® Integrated Solutions Agreement, the BIS Service Description, and all applicable Acceptable Use policies ("AUP"), incorporated herein by reference. The BellSouth AUP may be found at <http://contact.bellsouth.com/smallbusiness/BIS/1/>. Customer acknowledges by signing below it has reviewed these documents. This Order is valid only when accepted by an authorized representative of BellSouth. The term of the Services begins upon final service installation of this Order by BellSouth. Customer grants BellSouth and its affiliates the ability to act on Customer's behalf to resolve all maintenance issues involving BIS service.

_____ If Customer has existing BellSouth DIA service and would like to terminate it to obtain BIS Customer must initial here to authorize such termination.

RJC _____ If Customer has existing BIS 1-1 and would like to migrate to BIS PRI Customer must initial here to authorize acceptance of migration charge of \$0.

_____ If Customer has existing BIS service and has 6 months or less remaining or has an expired contract and would like to renew their service for another 24 or 36 month term at the below specified rate please initial here.

H/E _____ Customer elects to receive 15,000 minutes of IntraLATA toll service per month. Customer agrees that BellSouth has the right to terminate this service if Customer usage exceeds 15,000 minutes per month. Customer acknowledges that detailed billing of IntraLATA toll calls is not available with this service.

Base Package (6 voice line minimum plus 128 Kbps):

Regulated Component	<u>MRC</u>	<u>Total</u>
6 Voice Lines	\$358.00	\$ 358.00
8 Additional Voice Lines	\$ 30.00 each	\$ 240.00

Dedicated Internet Access Component (select the applicable speed) \$ 111.00

<input checked="" type="checkbox"/> 128 Kbps	\$111.00
<input type="checkbox"/> 256 Kbps	\$
<input type="checkbox"/> 384 Kbps	\$
<input type="checkbox"/> 512 Kbps	\$
<input type="checkbox"/> 768 Kbps	\$

Optional Features

<input type="checkbox"/> Direct Inward Dial	\$20.00 per channel	\$ _____
<input type="checkbox"/> Interoffice Mileage (if applicable)	\$75.00 up to 75 miles	\$ _____
<input type="checkbox"/> Additional Loop Miles (over 4 miles)	\$13.00 per each 1/2 mile	\$ _____

Total Monthly Rate for BellSouth Integrated Solutions: \$
709.00**

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Attachment 1

** DOES NOT INCLUDE TAXES OR FEDERAL CHARGES

Shared Web Hosting

- Windows 2003-based platform, 30 e-mail accounts, 300 megabytes (MB) of Web hosting space
- Maximum usage each month is limited to 10 gigabytes (GB)
- Overage of 10 GB maximum will be billed at a rate of \$0.10 per MB

Note: To activate the Shared Web Hosting component of BIS, Customer will be provided an assigned URL upon installation of BIS. Customer must purchase its own SSL certificate.

Customer Initials:

PL

Date:

2/20/2006

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