



## TELECOMMUNICATIONS SERVICE AGREEMENT

Main Telephone Number: (859) 257-2678 ext. 268

UK Federal Credit Union  
1080 Export Street  
Lexington, Kentucky 40504  
Attention: Kathy Begley

Dear Kathy Begley:

The purpose of this letter is to confirm that Alltel, as of 07/03/2006, will be providing you the telecommunications services identified in Attachment A for a contracted period of 36 consecutive months. This arrangement is tailored and adapted to your unique circumstances and situation and is being provided under the arrangements stated in this letter and applicable tariffs on file with the Kentucky Public Service Commission. This agreement is possibly subject to review and approval by the Kentucky Public Service Commission.

The rates contained in this letter were calculated by discounting applicable rates specified in Alltel tariffs. If you desire to terminate this agreement prior to the expiration date, you must pay Alltel an amount equal to the monthly rate for the agreed to services multiplied by the number of months remaining in the arrangement.

Upon expiration, this arrangement will renew from month-to-month until either party provides the other not less than 30 days advance written notice of termination. In the event of any conflict between this letter and tariff, this letter will control, to the extent allowed by law. This service arrangement may not be assigned without the written consent of Alltel.

In the event it is determined that Alltel is required to provide this Service to other persons on the same terms, conditions or prices provided in this letter or you breach any condition hereof, Alltel may immediately terminate this service arrangement without penalty and the applicable tariff terms and conditions are deemed to have been applicable. This service arrangement is confidential and you may not disclose any details with respect to this arrangement.

Please acknowledge your understanding and acceptance of this service arrangement by executing below; however, your receipt and use of the Service, without signature, will constitute your acceptance of the above terms.

Sincerely,

Michael Hayden  
ALLTEL BUSINESS SALES

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### TELECOMMUNICATION SERVICES

Applicable Minimum Service: In order to receive the rates specified on Attachment A, Customer agrees to maintain the minimum service levels shown on Attachment A.

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Customer Signature: Kathy Begley  
Printed Name: Kathy Begley  
Date: 05/11/2006





Company **UK Federal Credit Union**  
 Address **1080 Export Street**  
 City **Lexington**  
 State **Kentucky**  
 Zip **40504**

Contact **Kathy Begley**  
 Title **Vice President Operations and Credit**  
 Phone **(859) 257-2678 ext. 268**  
 Fax **(859) 257-1023**  
 Email **kbegley@ukfcu.org**

Name **Michael Hayden**  
 Address **130 W. New Circle Road**  
 City **Lexington**  
 State **Kentucky**  
 Zip **40505**

Title **Contract Manager**  
 Phone **(859) 357-6040**  
 Fax **(859) 357-6017**  
 Email **michael.hayden@alltel.com**


Contract Terms **Three Year**  
 Quote Issued **05/11/06**  
 Discount Applied **07/03/06**

Lines	Quantity
Business Lines	
Centrex Stations	
Centrex Feature Pack 1 Per Station	
Centrex Feature Pack 2 Per Station	
Centrex Feature Pack 3 Per Station	
Centrex NAR/Line	
Key Lines	
PBX Lines	
DID Trunks	
DID Trunk Terminations	
ISDN BRI Access	
ISDN BRI Voice B Channel	
ISDN BRI D Channel	
ISDN PRI Service	
ISDN PRI Access	2
ISDN PRI Channels	46
ISDN PRI Backup D-Channel	
DCS Access	
DCS Channels	
T1 - Intraexchange Only	

Features	Quantity
Block of 20 DID	
Block of 100 DID	1
Caller ID - Deluxe	
Caller ID - Number	
PRI/PRA Caller ID Name Only	
PRI/PRA Caller ID Number Only	100
Call Forward Busy	
Call Forward No Answer	
Call Forwarding	
Enhanced Call Waiting	
Caller ID on Call Waiting	
Three Way Calling	
Ring Plus Number	
Voice Mail - Basic	
Voice Mail Deluxe	
Voice Mail Link	
Message Waiting Lamp	

Monthly Tariff Rate Charges	\$2,260.00
Monthly Billed Rate Charges	\$1,482.00
Monthly Savings	\$778.00
<b>Nonrecurring Charges</b>	<b>\$770.00</b>

**Authorization To Proceed**  
 Proposal is good for 30 days past date of signature but subject to change based on Alltel technician's on site visit.

<b>UK Federal Credit Union Authorization</b>  Signature _____ May 11, 2006 Date	<b>Alltel Authorization</b> _____ Signature _____ May 11, 2006 Date
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TARIFF BRANCH  
**RECEIVED**  
 6/2/2006  
 PUBLIC SERVICE  
 COMMISSION  
 OF KENTUCKY



PROPOSAL TO PROVIDE DISCOUNTED SERVICE - INTERNAL USE ONLY

CUSTOMER INFORMATION			ATTTEL CONTACT		
Company Name UK Federal Credit Union			Exchange Lexington		
Contact Name Kathy Begley			Company Kentucky-GTE		
Contact Title Vice President Operations and Cre			Contact Name Michael Hayden		
Phone # (859) 257-2678 ext			Contract Title Contract Manager		
Address 1080 Export Street			Phone # (859) 357-6040		
City Lexington			Address 130 W. New Circle Road		
State Kentucky			City Lexington		
Zip Code 40504			State Kentucky		
			Zip Code 40505		

Contract Terms: Three Year      Competitive Status: Ultra  
 Requisition Date: 05/11/06      Requested Service Date: 07/03/06

SERVICES	QUANTITY	TARIFF RATES	ICD DISCOUNT AMOUNT	DISCOUNT AMOUNT	DISCOUNT PERCENT	DISCOUNT RATE	EXTENDED MONTHLY RATE	DETAIL CHARGE
Business Lines								
Centrex Stations								
Centrex Feature Pack 1 Per Station								
Centrex Feature Pack 2 Per Station								
Centrex Feature Pack 3 Per Station								
Centrex NAR/Line								
Key Lines								
PBX Lines								
DID Trunks								
DID Trunk Terminations								
ISDN BRI Access								
ISDN BRI Voice B Channel								
ISDN BRI D Channel								
ISDN PRI Service								
ISDN PRI Access	2	\$760.00	PRAVC	(\$766.00)	35.00%	\$494.00	\$988.00	\$0.00
ISDN PRI Channels	46	\$15.00	PRVC	(\$693.00)	35.00%	\$9.75	\$448.50	\$0.00
ISDN PRI Backup D-Channel								
DCS Access								
DCS Channels								
T1 - Intraexchange Only								
Block of 20 DID								
Block of 100 DID	1	\$50.00	100VC	(\$4.50)	9.00%	\$45.50	\$45.50	\$0.00
Caller ID - Deluxe								
Caller ID - Number								
PR/PRA Caller ID Name Only								
PR/PRA Caller ID Number Only	100	\$0.00	PNBVC	\$0.00	0.00%	\$0.00	\$0.00	\$0.00
Call Forward Busy								
Call Forward No Answer								
Call Forwarding								
Enhanced Call Waiting								
Caller ID on Call Waiting								
Three Way Calling								
Ring Plus Number								
Voice Mail - Basic								
Voice Mail Deluxe								
Voice Mail Link								
Message Waiting Lamp								
<b>Total</b>							<b>\$1,482.00</b>	<b>\$0.00</b>

Customer's Monthly Savings From Discounts \$778.00

Business Reason for Discounted Service:

Margin Analysis:

	All Services Except Centrex				Centrex Only Monthly Revenue
	Before Discount		After Discount		
	w/ ROI & IT	w/o ROI & IT	w/ ROI & IT	w/o ROI & IT	
Monthly Revenue	\$2,260.00	\$2,260.00	\$1,482.00	\$1,482.00	Before Discount \$0.00
Monthly Costs	\$782.99	\$565.55	\$782.99	\$565.55	After Discount \$0.00
Net Income	\$1,477.01	\$1,694.45	\$699.01	\$916.45	Loss \$0.00
Total Margin Percent	65.35%	74.98%	47.17%	61.88%	Total Discount Percent 6.00%

ROUTE FOR APPROPRIATE APPROVALS. See Guidelines for approval at appropriate level.

Sales Manager Approval	Sales Director Approval	Vice President Business Sales Approval
Signature and Approval Level	Signature and Approval Level	Signature and Approval Level
Printed Name	Printed Name	Printed Name
Date	Date	Date

Herman J. Thomas  
 5/22/06

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 Version: 1.0.11  
 6/2/2006  
 PUBLIC SERVICE  
 COMMISSION  
 OF KENTUCKY

For additional pricing contact: Wholesale Product Market Group at 1-800-848-4343



**elltel**  
ICB PRICING

CUSTOMER INFORMATION				ALITEL CONTACT			
Company Name <b>UK Federal Credit Union</b>				Exchange <b>Lexington</b>			
Contact Name <b>Kathy Begley</b>				Company <b>Kentucky-GTE</b>		Sales Rep Name <b>Michael Hayden</b>	
Contact Title <b>Vice President Operations and Cre</b>		Phone # <b>(859) 257-2678 ext.</b>		Phone # <b>(859) 357-6040</b>		Address <b>130 W. New Circle Road</b>	
Address <b>1080 Export Street</b>				City <b>Lexington</b>			
City <b>Lexington</b>		State <b>Kentucky</b>		State <b>Kentucky</b>		Zip Code <b>40504</b>	

**Contract Terms: Three Year**

Requisition Date: **05/22/06** Requested Service Date: **07/03/06**

SERVICE	QUANTITY	TARIFF RATES	ICB DISCOUNT ASSOC	DISCOUNT AMOUNT	DISCOUNT PERCENT	DISCOUNT RATE	EXTENDED MONTHLY RATE	INSTALL CHARGE
Business Lines								
Centrex Stations								
Centrex Feature Pack 1 Per Station								
Centrex Feature Pack 2 Per Station								
Centrex Feature Pack 3 Per Station								
Centrex NAR/Line								
Key Lines								
PBX Lines								
DID Trunks								
DID Trunk Terminations								
ISDN BRI Access								
ISDN BRI Voice B Channel								
ISDN BRI D Channel								
ISDN PRI Service								
ISDN PRI Access	2	\$760.00	PRAVC	(\$266.00)	35.00%	\$494.00	\$988.00	\$0.00
ISDN PRI Channels	46	\$15.00	PRCVC	(\$5.25)	35.00%	\$9.75	\$448.50	\$0.00
ISDN PRI Backup D-Channel								
DCS Access								
DCS Channels								
T1 - Intraexchange Only								
Block of 20 DID								
Block of 100 DID	1	\$50.00	100VC	(\$4.50)	9.00%	\$45.50	\$45.50	\$0.00
Caller ID - Deluxe								
Caller ID - Number								
PRI/PRA Caller ID Name Only								
PRI/PRA Caller ID Number Only	100	\$0.00	PNBVC	\$0.00	0.00%	\$0.00	\$0.00	\$0.00
Call Forward Busy								
Call Forward No Answer								
Call Forwarding								
Enhanced Call Waiting								
Caller ID on Call Waiting								
Three Way Calling								
Ring Plus Number								
Voice Mail - Basic								
Voice Mail Deluxe								
Voice Mail Link								
Message Waiting Lamp								
<b>Total</b>							<b>\$1,482.00</b>	<b>\$0.00</b>

Version: 1.0.11

TARIFF BRANCH  
**RECEIVED**  
6/2/2006  
PUBLIC SERVICE  
COMMISSION  
OF KENTUCKY



## TELECOMMUNICATIONS SERVICE AGREEMENT

Main Telephone Number: 859-231-3100

Lexington Herald Leader  
100 Midland Av  
Lexington, Kentucky 40508  
Attention: Mechealle Hanks

Dear Mechealle Hanks:

The purpose of this letter is to confirm that Alltel, as of , will be providing you the telecommunications services identified in Attachment A for a contracted period of 12 consecutive months. This arrangement is tailored and adapted to your unique circumstances and situation and is being provided under the arrangements stated in this letter and applicable tariffs on file with the Kentucky Public Service Commission. This agreement is subject to review and approval by the Kentucky Public Service Commission.

The rates contained in this letter were calculated by discounting applicable rates specified in Alltel tariffs. If you desire to terminate this agreement prior to the expiration date, you must pay Alltel an amount equal to the monthly rate for the agreed to services multiplied by the number of months remaining in the arrangement.

Upon expiration, this arrangement will renew from month-to-month until either party provides the other not less than 30 days advance written notice of termination. In the event of any conflict between this letter and tariff, this letter will control, to the extent allowed by law. This service arrangement may not be assigned without the written consent of Alltel.

In the event it is determined that Alltel is required to provide this Service to other persons on the same terms, conditions or prices provided in this letter or you breach any condition hereof, Alltel may immediately terminate this service arrangement without penalty and the applicable tariff terms and conditions are deemed to have been applicable. This service arrangement is confidential and you may not disclose any details with respect to this arrangement.

Please acknowledge your understanding and acceptance of this service arrangement by executing below; however, your receipt and use of the Service, without signature, will constitute your acceptance of the above terms.

Sincerely,

Kent Lanham  
ALLTEL BUSINESS SALES

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### TELECOMMUNICATION SERVICES

Applicable Minimum Service: In order to receive the rates specified on Attachment A, Customer agrees to maintain the minimum service levels shown on Attachment A.

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Customer Signature:

Printed Name: Mechealle Hanks

Date: 05/02/2006







### SALES QUOTE

**Customer**

Company	<b>Lexington Herald Leader</b>	Contact	<b>Mechealle Hanks</b>
Address	<b>100 Midland Av</b>	Title	
City	<b>Lexington</b>	Phone	<b>859-231-3100</b>
State	<b>Kentucky</b>	Fax	
Zip	<b>40508</b>	Email	<b>mhanks@herald-leader.com</b>

**Sales Rep**

Name	<b>Kent Lanham</b>	Title	<b>Account Executive</b>
Address	<b>130 west New Circle Rd</b>	Phone	<b>859-357-6035</b>
City	<b>Lexington</b>	Fax	<b>859-357-6083</b>
State	<b>Kentucky</b>	Email	<b>kent.lanham@alltel.com</b>
Zip	<b>40505</b>		

**Dates**

Contract Terms	<b>One Year</b>
Quote Issued	<b>05/02/06</b>
Discount Applied	

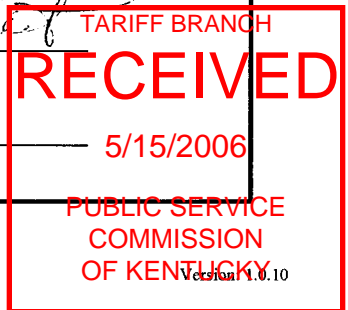
Lines	Quantity
Business Lines	
Centrex Stations	
Centrex Feature Pack 1 Per Station	
Centrex Feature Pack 2 Per Station	
Centrex Feature Pack 3 Per Station	
Centrex NAR/Line	
Key Lines	
PBX Lines	
DID Trunks	
DID Trunk Terminations	
ISDN BRI Access	
ISDN BRI Voice B Channel	
ISDN BRI D Channel	
ISDN PRI Service	
ISDN PRI Access	3
ISDN PRI Channels	69
ISDN PRI Backup D-Channel	
DCS Access	
DCS Channels	
T1 - Intraexchange Only	2

Features	Quantity
Block of 20 DID	45
Block of 100 DID	
Caller ID - Deluxe	
Caller ID - Number	
PRI/PRA Caller ID Name Only	
PRI/PRA Caller ID Number Only	
Call Forward Busy	
Call Forward No Answer	
Call Forwarding	
Enhanced Call Waiting	
Caller ID on Call Waiting	
Three Way Calling	
Ring Plus Number	
Voice Mail - Basic	
Voice Mail Deluxe	
Voice Mail Link	
Message Waiting Lamp	

Monthly Tariff Rate Charges	\$4,385.00
Monthly Billed Rate Charges	\$2,937.16
Monthly Savings	<u>\$1,447.84</u>
Nonrecurring Charges	\$0.00

**Authorization To Proceed**  
 Proposal is good for 30 days past date of signature but subject to change based on Alltel technician's on site visit.

Lexington Herald Leader Authorization  Signature  May 2, 2006 Date	Alltel Authorization  Signature  May 2, 2006 Date
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PROPOSAL TO PROVIDE DISCOUNTED SERVICE - INTERNAL USE ONLY

CUSTOMER INFORMATION			ALLTEL CONTACT		
Company Name Lexington Herald Leader			Exchange Lexington		
Contact Name Mechelle Hanks			Company Kentucky-GTE		
Contact Title	Phone #		Contact Name	Contact Title	Phone #
	859-231-3100		Kent Lanham	Account Executive	859-357-6035
Address 100 Midland Av			Address 130 west New Circle Rd		
City	State	Zip Code	City	State	Zip Code
Lexington	Kentucky	40508	Lexington	Kentucky	40505

Contract Terms: One Year	Competitive Status: Ultra
Requisition Date: 05/15/06	Requested Service Date:

SERVICES	QUANTITY	TARIFF RATES	ICB DISCOUNT ASOC	DISCOUNT AMOUNT	DISCOUNT PERCENT	DISCOUNT RATE	EXTENDED MONTHLY RATE	INSTALL CHARGE
Business Lines								
Centrex Stations								
Centrex Feature Pack 1 Per Station								
Centrex Feature Pack 2 Per Station								
Centrex Feature Pack 3 Per Station								
Centrex NAR/Line								
Key Lines								
PBX Lines								
DID Trunks								
DID Trunk Terminations								
ISDN BRI Access								
ISDN BRI Voice B Channel								
ISDN BRI D Channel								
ISDN PRI Service								
ISDN PRI Access	3	\$760.00	PRAVC	(\$266.00)	35.00%	\$494.00	\$1,482.00	\$0.00
ISDN PRI Channels	69	\$15.00	PRVC	(\$5.25)	35.00%	\$9.75	\$672.75	\$0.00
ISDN PRI Backup D-Channel								
DCS Access								
DCS Channels								
T1 - Intraexchange Only	2	\$310.00	T1VC	(\$108.50)	35.00%	\$201.50	\$403.00	\$0.00
Block of 20 DID	45	\$10.00	20VC	(\$1.57)	15.69%	\$8.43	\$379.35	\$0.00
Block of 100 DID								
Caller ID - Deluxe								
Caller ID - Number								
PRI/PRA Caller ID Name Only								
PRI/PRA Caller ID Number Only								
Call Forward Busy								
Call Forward No Answer								
Call Forwarding								
Enhanced Call Waiting								
Caller ID on Call Waiting								
Three Way Calling								
Ring Plus Number								
Voice Mail - Basic								
Voice Mail Deluxe								
Voice Mail Link								
Message Waiting Lamp								
<b>Total</b>							<b>\$2,937.10</b>	<b>\$0.00</b>

Customer's Monthly Savings From Discounts \$1,447.84

Business Reason for Discounted Service:

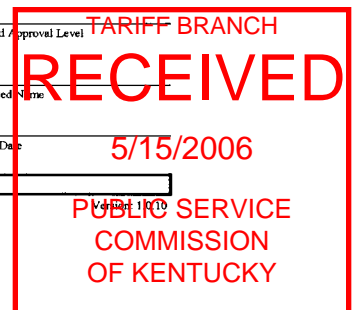
Margin Analysis:

	All Services Except Centrex				Centrex Only	
	Before Discount		After Discount		Monthly Revenue	
	w/ ROI & IT	w/o ROI & IT	w/ ROI & IT	w/o ROI & IT	Before Discount	After Discount
Monthly Revenue	\$4,385.00	\$4,385.00	\$2,937.16	\$2,937.16	\$0.00	\$0.00
Monthly Costs	\$1,868.94	\$1,344.45	\$1,868.94	\$1,344.45	\$0.00	\$0.00
Net Income	\$2,516.06	\$3,040.55	\$1,068.22	\$1,592.72	Loss	\$0.00
Total Margin Percent	57.38%	69.34%	36.37%	54.23%	Total Discount Percent	0.00%

ROUTE FOR APPROPRIATE SIGNATURES - See Guidelines for Approval Authorization Level

Sales Manager Approval	Sales Director Approval	Vice President Business Sales Approval
Signature and Approval Level	Signature and Approval Level	Signature and Approval Level
JAMIE K. WEST		
Printed Name	Printed Name	Printed Name
5/15/06		
Date	Date	Date

For assistance please contact Wireline Product Marketing in Little Rock AR.





**alltel**  
ICB PRICING

CUSTOMER INFORMATION		
Company Name <b>Lexington Herald Leader</b>		
Contact Name <b>Mechealle Hanks</b>	Contact Title	Phone # <b>859-231-3100</b>
Address <b>100 Midland Av</b>		
City <b>Lexington</b>	State <b>Kentucky</b>	Zip Code <b>40508</b>

ALLTEL CONTACT		
Exchange <b>Lexington</b>	Company <b>Kentucky-GTE</b>	
Sales Rep Name <b>Kent Lanham</b>	Phone # <b>859-357-6035</b>	
Address <b>130 west New Circle Rd</b>		
City <b>Lexington</b>	State <b>Kentucky</b>	Zip Code <b>40505</b>

**Contract Terms: One Year**

Requisition Date: **05/15/06**

Requested Service Date:

SERVICE	QUANTITY	TARIFF RATES	ICB DISCOUNT ASOC	DISCOUNT AMOUNT	DISCOUNT PERCENT	DISCOUNT RATE	EXTENDED MONTHLY RATE	INSTALL CHARGE
Business Lines								
Centrex Stations								
Centrex Feature Pack 1 Per Station								
Centrex Feature Pack 2 Per Station								
Centrex Feature Pack 3 Per Station								
Centrex NAR/Line								
Key Lines								
PBX Lines								
DID Trunks								
DID Trunk Terminations								
ISDN BRI Access								
ISDN BRI Voice B Channel								
ISDN BRI D Channel								
ISDN PRI Service								
ISDN PRI Access	3	\$760.00	PRAVC	(\$266.00)	35.00%	\$494.00	\$1,482.00	\$0.00
ISDN PRI Channels	69	\$15.00	PRVCV	(\$5.25)	35.00%	\$9.75	\$672.75	\$0.00
ISDN PRI Backup D-Channel								
DCS Access								
DCS Channels								
T1 - Intraexchange Only	2	\$310.00	T1VC	(\$108.50)	35.00%	\$201.50	\$403.00	\$0.00
Block of 20 DID	45	\$10.00	20VC	(\$1.57)	15.69%	\$8.43	\$379.35	\$0.00
Block of 100 DID								
Caller ID - Deluxe								
Caller ID - Number								
PRI/PRA Caller ID Name Only								
PRI/PRA Caller ID Number Only								
Call Forward Busy								
Call Forward No Answer								
Call Forwarding								
Enhanced Call Waiting								
Caller ID on Call Waiting								
Three Way Calling								
Ring Plus Number								
Voice Mail - Basic								
Voice Mail Deluxe								
Voice Mail Link								
Message Waiting Lamp								
<b>Total</b>							<b>\$2,937.10</b>	<b>\$0.00</b>

Version: 1.0.10



## CENTREX 3 SERVICE AGREEMENT

This Agreement is entered into between Alltel in its capacity as an incumbent local exchange carrier, located at 130 W. New Circle Road, Lexington, KY 40505 and the Commonwealth of Kentucky (Customer). Alltel and the Customer are each individually referred to as "a Party" and collectively referred to as "the Parties".

In conjunction with subscription to Centrex3® network services pursuant to the applicable tariffs and this Agreement, Customer shall from time to time, place orders with Alltel for the services set out in Attachment A in accordance with the following terms and conditions:

### 1. SERVICE:

Alltel agrees to provide to Customer, and Customer agrees to obtain from Alltel, the Centrex3® Network Services (hereinafter referred to as "Service" or "Services") as described in this Agreement and Attachments A and B (hereinafter referred to as the "Agreement")- Such Service is presently provided to Customer by Alltel pursuant to KY PSC Filing C 64-0301.

### 2. EFFECTIVE DATE:

This Agreement shall become effective upon execution by both parties and upon approval by the state regulatory agency. This Agreement shall be filed with the Kentucky Public Service Commission (Commission) and become effective 30 days after such filing with the Commission. Customer acknowledges that service cannot be provided until the 30-day period has run.

### 3. INSERVICE DATE:

The in-service date for the Service shall be 4/1/06 or 30 days after the Commission filing, whichever is later.

### 4. TERMS AND TERMINATION:

(a) The Initial Term shall commence on the In-service Date of this Agreement and shall continue for a period of twenty-four (24) months thereafter. Either party may terminate this Agreement at the end of the Initial Term by giving the other written notice thirty (30) days before the end of the term.

(b) If Customer indicates to Alltel in writing that it desires to negotiate a new contract to continue the service provided for herein, this Agreement shall automatically be extended for a period not to exceed sixty (60) days from the end of the initial term to allow the Parties to finalize a new Agreement.

(c) If this Agreement is not renewed by the Commonwealth within thirty (30) days from the date of expiration, the services herein provided shall revert to the tariff prices currently in existence at the time of expiration for each individual location/site. This Agreement may also be terminated under the provisions entitled Default, Delayed Performance, or Insolvency.

### 5. CHARGES AND PAYMENTS:

The Monthly Recurring Charges (MRC) for the Centrex3® Network Service are set forth in Attachment A. The monthly recurring charge will be billed in advance each month. Any nonrecurring installation charge will be billed when the Service is established. Payment is due within thirty (30) days of the bill date.

### 6. TERMINATION CHARGE:



If Customer cancels the Service before the expiration of the Initial Term, Customer agrees to pay Alltel a termination charge as described in Attachment A. Unless otherwise specified in the applicable tariff, termination charges are the investment-related costs which have not been recovered due to the early termination of the Service before the expiration of the Initial Contract Period set forth in Attachment A.

**7. TARIFF PROVISIONS:**

(a) Customer understands that all applicable tariffs of Alltel, including but not limited to the limitation of liability provision, are expressly incorporated into this Centrex3® Service Agreement for all Services provided under this Agreement. The parties agree to be mutually bound by the terms and conditions of other applicable tariffs on file with the state regulatory agency during the term of this Agreement.

(b) The Service will be provided pursuant to the terms and conditions contained in this Agreement. This Agreement is subject to and controlled by the provision of Alltel's lawfully filed tariffs, including but not limited to Section 12 of Alltel's General Customer Services Tariff, and shall at all times be subject to changes, modifications, orders, and rulings by the state utility regulatory agency related to any of the applicable tariffs. All appropriate tariff rates and charges shall be included in the provision of this Service. Whenever any of the incorporated tariffs are changed pursuant to the statutes and the laws of the Commonwealth of Kentucky, this Agreement shall automatically change to reflect the version in the tariff, with the exception of the rates, charges, and conditions as specified in Attachment A.

(c) This Agreement will be filed with the applicable state utility regulatory agency. Should such regulatory approval be denied, after a proper request for such approval by Alltel, this Agreement shall be null and void and of no effect.

**8. MAINTENANCE:**

Except as otherwise stated in Alltel's Service Level Agreement, Attachment B, Alltel will maintain Service at no additional charge to Customer. Customer hereby agrees to pay Alltel its then-prevailing rates for time and materials for maintenance service provided by Alltel to identify or correct any failure caused by facilities or equipment not furnished by Alltel to repair damage or interruptions caused by Customer or Customer's equipment.

**9. SERVICE LEVEL AGREEMENT**

Alltel will abide by the service levels outlined in Attachment B.

**10. ADDITIONAL TARIFFED SERVICES:**

Customer agrees to subscribe to and Alltel agrees to provide any additional tariffed services required for the installation of the Service described in Attachment A. Customer agrees to be responsible for all rates, charges, and conditions for such tariffed services.

**11. FACILITIES AND EQUIPMENT:**

The Customer will obtain customer premises equipment, as necessary, which is compatible with the Service from another vendor or from Alltel pursuant to a separate agreement or Attachment to this Agreement. Except as provided in that separate agreement or Attachment, if any, Alltel is not responsible for interconnection or compatibility of any customer premises equipment with the Service. Alltel will terminate the Service on the Customer's premises at the Customer's point of demarcation. Extension of the termination beyond this demarcation point may be provided by Alltel at the request of the Customer for an additional charge at Alltel's prevailing time and material rates. Alltel shall retain ownership of all facilities necessary to provide the Service to the Customer's point of demarcation, including specially constructed facilities.



**12. WARRANTY:**

Alltel will endeavor to provide the Service on a 24 hour-a-day, 7 day-per-week basis. Alltel does not warrant that the Service will be provided without interruption. In the case of service interruption caused by Alltel, Alltel shall refund to Customer, in the form of a credit, Alltel's service charge for the period during which the service was interrupted. Such credit shall be the sole remedy available to the Customer for interruptions of service. Such credit will not be given for service interruption caused by Customer or by activities or facilities furnished by Customer or third parties. EXCEPT AS OTHERWISE SPECIFICALLY STATED IN AN ATTACHMENT TO THIS AGREEMENT, ALLTEL MAKES THIS WARRANTY IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

**13. LIMITATION OF LIABILITY:**

WITH RESPECT TO CLAIMS ARISING OUT OF PROVISION OF THE SERVICE SET OUT IN THIS AGREEMENT, EITHER PARTY'S LIABILITY, WHETHER IN CONTRACT, TORT OR OTHERWISE, SHALL NOT EXCEED THE TOTAL CHARGES APPLICABLE TO THE SERVICES FOR THE INITIAL TERM OF THIS AGREEMENT. IN THE CASE OF SERVICE INTERRUPTION, ALLTEL'S LIABILITY SHALL BE LIMITED TO A PRORATED CREDIT FOR THE CHARGES APPLICABLE FOR THE PERIOD OF INTERRUPTION AS PROVIDED IN THE TARIFFS. UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE RESPONSIBLE OR LIABLE FOR INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES ARISING FROM THE USE OR PERFORMANCE OF THE SERVICES, DELAY, ERROR OR LOSS OF DATA, PROFITS OR GOODWILL. IN CONNECTION WITH THIS LIMITATION OF LIABILITY, THE PARTIES RECOGNIZE THAT ALLTEL MAY FROM TIME TO TIME PROVIDE ADVICE, MAKE RECOMMENDATIONS OR SUPPLY OTHER ANALYSIS RELATED TO THE SYSTEM, EQUIPMENT OR SERVICES DESCRIBED IN THIS AGREEMENT, AND WHILE ALLTEL SHALL USE REASONABLE EFFORTS IN THIS REGARD, CUSTOMER ACKNOWLEDGES AND AGREES THAT THIS LIMITATION OF LIABILITY SHALL APPLY TO PROVISION OF SUCH ADVICE, RECOMMENDATIONS AND ANALYSIS.

**14. HAZARDOUS SUBSTANCES:**

Except as disclosed to and acknowledged in writing by Alltel, Customer certifies that it is not aware of the presence of any asbestos or other hazardous substance (as defined by any applicable state, federal or local hazardous waste or environmental law or regulation) at any location where Alltel is to perform services under this Agreement. If during such performance Alltel employees or agents encounter any such substance, Customer agrees to take all necessary steps, at its own expense, to remove or contain the asbestos or other hazardous substance and to test the premises to ensure that exposure does not exceed the lowest exposure limit for the protection of workers. Alltel may suspend performance under this Agreement until the removal or containment has been completed and approved by the appropriate governmental agency and Alltel. Performance obligations under this Agreement shall be extended for the delay caused by said cleanup or removal. Customer's failure to remove or contain hazardous substances shall entitle Alltel to terminate this Agreement without further liability. If Alltel so terminates, Customer shall reimburse Alltel for expenses incurred in performing this Agreement until termination.

**15. COMPLIANCE WITH LAWS:**

The parties shall comply with all federal, state and local laws and regulations applicable to their performance as described in this Agreement.



16. DELAYED PERFORMANCE:

In the event performance of this Agreement or any obligation hereunder is prevented, restricted or interfered with by reason of acts of God, war, riot, embargo, acts of the Government in its sovereign capacity, labor difficulties\* unavailability of equipment or parts from vendors, changes requested by Customer, or any other circumstances beyond the reasonable control and without the fault or negligence of the party affected, the party affected, upon giving prompt notice to the other party, shall be excused from such performance on a day-to-day basis to the extent of such prevention, restriction, or interference (and the other party shall likewise be excused from its obligations on a day-to-day basis until the delay, restriction, or interference has ceased), provided, however, that the party so affected shall use reasonable efforts to avoid or remove such causes of nonperformance and both parties shall proceed whenever such causes are removed or cease.

If such delay in performance extends more than sixty (60) days, the party not receiving performance may terminate this Agreement at any time after such period and before resumption of performance,

17. WAIVER:

No waiver of the terms of this Agreement or failure by either party to this Agreement to exercise any option, right or privilege on any occasion or through course of dealing, shall be construed to be a waiver of any subsequent breach of any option, right, or privilege on any subsequent occasion.

18. DEFAULT:

If either party refuses or fails in any material respect properly to perform its obligations under this Agreement, or violates any of the material terms or conditions of this Agreement, such refusal, failure or violation shall constitute a default. In such event, the non-defaulting party may so notify the other party in writing of the default and allow that party a period of thirty (30) calendar days to cure such default. If the defaulting party does not cure such default within said thirty (30) calendar days, the non-defaulting party shall have the right to terminate this Agreement upon written notice to the other party. The failure of Customer to make payment of any amount when due hereunder shall in all circumstance constitute a default.

19. INSOLVENCY:

Either party may terminate this Agreement by notice, in writing, if the other party admits insolvency, makes an assignment for the benefit of creditors, or has a trustee or receiver appointed over all or any substantial part of its assets.

20. NON-APPROPRIATION OF FUNDS:

In the event that Customer receives certification that (i) funds have not been appropriated and are not otherwise available for any fiscal period following the then current fiscal year (subsequent fiscal period) for the acquisition of the Services to be provided under this Agreement, or for the acquisition of services which are the same as or functionally equivalent to the Services, and (ii) such non-appropriation shall not have resulted from any act or failure to act of the Customer, and (iii) the Customer shall have exhausted all funds legally available for payment of the services, the Customer may terminate this Agreement as of the first day for which funds were non-appropriated or otherwise made unavailable by giving to Alltel ninety (90) days notice of termination, enclosing such certification that such funds have not been appropriated. Provided that the Customer shall have paid in full all charges for the service through the date of termination, the subscriber's termination of the service pursuant to this section shall be without liability for termination charges of any kind.



21. NOTICES:

Any notice to any of the parties required or permitted under this Agreement shall be deemed to have been received on the date of service if served personally on the parlay to whom notice is to be given, or on the date receipt is acknowledged in writing by the recipient if delivered by regular mail or on the date stated on the receipt if delivered by certified or registered mail or by courier service which obtains a written receipt.

In addition, notice may be given by facsimile in which event it shall be effective on the next business day after transmission. Any notice shall be delivered to the addresses indicated below and such addresses shall be deemed to be the most recent address of the addressee and shall remain so until written notice of a change of address is provided to the other party whose address has changed using one of the alternatives mentioned in this section. Business Day, for the purpose of this Agreement shall mean Monday through Friday; Saturdays Sundays and Alltel and Customer observed holidays excepted.

To Alltel:                    Attention: Sales Office  
                                  Alltel  
                                  130 W. New Circle Road, Ste. 170  
                                  Lexington, Ky. 40505  
                                  Fax. No.: (859)357-6083

To Customer:

---

Commonwealth Office of Technology  
Commonwealth of Kentucky  
101 Cold Harbor Drive  
Frankfort, KY 40601  
Fax. No.: (502) 564-6856

22. GOVERNING LAW:

This Agreement shall be governed by and interpreted or construed in accordance with the domestic laws of the slate where the Service is provided.

23. HEADINGS:

The headings in this Agreement are inserted for convenience and identification only and are in no way intended to define or limit the scope, extent or intent of this Agreement or any of the provisions hereof.

24. ASSIGNMENT:

Neither party may assign or delegate its obligations under this Agreement, unless to an affiliate or subsidiary, without the prior written consent of the other, and any assignment attempted without such consent shall be void.





25. SUCCESSORS:

This Agreement shall be binding on and inure to the benefit of the respective successors and permitted assigns of the parties,

26. SEVERABILITY;

Customer and Alltel agree that if any term of this Agreement is held invalid, unlawful or otherwise unenforceable such holding shall not affect the validity of the remaining terms except to the extent reasonably necessary to preserve the intent of the parties as expressed herein. If any such invalidity prevents substantial performance of this Agreement by either party, Alltel or Customer may cancel this Agreement.

27. AMENDMENTS, MODIFICATIONS AND SUPPLEMENTS:

The term "this Agreement" shall be deemed to include Attachments, amendments, modifications and supplements executed after the parties execute this document. Any amendment, modification, supplement or change to this Agreement, to include pen and ink annotations to the typed or printed text, must be in writing and signed (pen and ink, annotations to be initialed) by the authorized representatives of the parties, which, for Alltel, is the individual authorized to accept this Agreement.

28. ENTIRE AGREEMENT:

This Agreement, including attachments, constitutes the entire agreement of the parties pertaining to the subject matter of this Agreement and supersedes all prior agreements, negotiations, proposals and representations\* whether written or oral, concerning such subject matter. No representations, understandings, agreements or warranties, express or implied, have been made or relied upon in the making of this Agreement other than those specifically set forth.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

DATED 4-27-06

Alltel

By: [Signature]  
COO - Alltel Wireline

~~President Kentucky Alltel~~

DATED 4-20-06

COMMONWEALTH OF KENTUCKY

By: [Signature]

Title: Deputy Executive Director





ATTACHMENT A

Alltel shall provide the Service to Customer pursuant to the terms of this Agreement at the following rates, terms and charges, provided Customer signs and dates this Agreement on or before 4/15/06. If Customer does not proceed by signing this Agreement by the date specified, this Service offering in its entirety will be deemed to have lapsed and this Agreement withdrawn and cancelled by Alltel effective 4/30/06.

Description of Service: CENTREX 3

Location of Service: Existing Locations presently in service under Alltel KY PSC Filing C 64-030 L

Customer may add additional sites to this Agreement, if the additional sites are in Alltel's established exchange service area in the State of Kentucky and the Service is technically and commercially available at the additional site(s). Additional sites and additional quantities to the sites shown may be added using Alltel's established ordering procedures. Additional Service (sites and quantities) will be subject to the terms of this Agreement, including applicable minimum quantity requirements and termination liability provisions.

Applicable Rate and Charges:

The following rates and charges are based upon a 24-month term. The monthly recurring and non-recurring Alltel Centrex3® Service Rates listed below are applicable to each Alltel Centrex3® Station line installed for Customer by Alltel. Rates include MSL (including loop) and package 1000, 2000, or 3000. The charges below do not include Federally mandated end user common line charges, any applicable local state, or federal fees, taxes, surcharges or other applicable tariffed charges.

Alltel Centrex3® <u>Feature Package Group</u>	Monthly <u>Recurring Charge</u>	*Non-Recurring <u>Charge</u>
• Feature Group 1000	\$ 11.30	\$ 24.60
• Feature Group 2000	\$ 11.41	\$24.60
• Feature Group 3000	\$ 12.57	\$ 24.60

*\*Note:* Non-Recurring Charges will only apply to new lines. Service Order and Premise Visit Non-recurring charges are applicable to each new order issued. Service Order and Premise Visit charges will be charged per Alltel's applicable tariff.

Network Access Registers (NARs):

The monthly recurring Network Access Registers (NARS) rate listed below is applicable to each NAR installed for Customer by Alltel. The "NAR to Station" ratio must be maintained at a minimum of 1:7 during the contract term. If such a ratio is not maintained, Alltel will charge the Customer a minimum number of NARS to equal a 1:7 ratio. Customer Access Line Charges, federal and state (if any), ("CALC"), E-9-1-1 Surcharge (if any), and dual party relay surcharge (if any) are not included in the rates below and will be billed as applicable in accordance with the then current rates and charges set forth in the applicable tariffs on file with the state public utilities commission.



<u>Network Access Registers ("NARS")</u>	<u>Monthly Recurring Charge</u>
Per NAR	\$ 32.00

Termination Liability:

(a) In the event Centrex3 Service is terminated by the Customer prior to completion of the initial 24-month contract period, the customer shall be liable for the termination liability. The Customer shall be required to pay a sum determined by the application of the following formula:

Termination Liability = 25% x. (number of lines terminated x MRC per line x number of remaining months)

(b) In the event the customer reduces the number of Centrex3 Service/Digital (ISDN) Centrex3 lines (1377 lines) by 20% or more, termination liability is applicable and will be calculated as stated in the above paragraph, based upon the number of lines terminated. If ALLTEL and the Commonwealth develop a mutually agreeable alternate proposal that continues to utilize services of ALLTEL whereby interests of both parties are preserved, this item is open to negotiation.

(c) If the Customer terminates this Agreement subsequent to the execution of this Agreement by the Parties but prior to the Inservice Date, the Customer shall pay to Alltel all costs incurred by Alltel for contract and service preparation.



**Attachment B**  
**Alltel's Centrex 3 Service**  
**Service Level Agreement (SLA)**

Service Description	1.0	Alltel's Centrex 3 service is a Central Office Based Service that provides intelligence over the telephone lines. The service offers various feature packages that can be applied on a per-line basis. These packages are referenced as Centrex 3 1000, 2000, 3000. Complete description provided upon request.
Alltel Responsibilities	2.0	
Service Availability	2.1	Alltel will provide dial tone and associated features associated with Centrex 3 service to users 24/7/365 except for scheduled switch maintenance/upgrades. Service availability measurements will be provided to PSC on a monthly basis with a target service availability of 99.999%.
Alltel Provided Equipment	2.2	N/A
Alltel Switch Upgrades	2.3	Switch upgrades are done on an as-needed basis. The Alltel Service Manager will do notification of upgrades through the existing COT Change Management Process. Description found at: URL: <a href="http://www.gotsource.net/dscgi/ds.py/get/file-1906/GOT-008_GOT_Change_Management_Police_and_Procedure.rft.doc">http://www.gotsource.net/dscgi/ds.py/get/file-1906/GOT-008 GOT Change Management Police and Procedure.rft.doc</a> . This notification will be given a minimum of 48 hours prior to upgrade.
Alltel Centrex 3 Service Recoverability	2.4	When there is a service failure, Alltel will restore service as quickly as possible in accordance with the attached Service Level Agreement (SLA) reporting guidelines. Repair reports can be made by calling: 800-800-6609.
Disaster Recovery and Business Continuity	2.5	Alltel has restoral guidelines in the event of a crisis or emergency, which may involve Centrex 3 service. Service is restored utilizing Kentucky Tariff S13.10 Telecommunications Service Priority (TSP) system. Tariff can be located at the following URL <a href="http://www.alltel.com/tariffs/index.html">http://www.alltel.com/tariffs/index.html</a>
Service Requests and Maintenance	2.6	Service requests from the COT Helpdesk will be electronically transmitted to Alltel using the "Telecom Service Order Work Sheet" form. Service intervals are on the attached SLA work request guidelines. Alltel will provide COT with all pertinent information regarding service requests/maintenance. Maintenance will include, at no cost to the Commonwealth, the necessary software updates on the existing Automatic Route Selection (ARS) tables to include new NPA/NNX additions.
Alltel Provided Training	2.7	Training for Centrex 3 will be provided in the mutually agreed upon method for each instance. Training can be done one-on-one, train the trainer, or by providing user guides.

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COT Responsibilities	3.0	COT will serve as an agency single point-of-contact for all telephone services. Also, upon initial request for service or maintenance COT will identify the severity classification.
Planning	3.1	N/A
COT Provided Equipment	3.2	N/A
COT Provided Software	3.3	N/A
COT Controlled Infrastructure	3.4	N/A
COT Business Continuity and Disaster Recovery Responsibilities	3.5	In the event of a catastrophic outage, COT will notify Alltel by whatever means available.
COT Initiated Maintenance	3.6	N/A
COT End-User Communication	3.7	N/A
Data Retention	3.8	N/A
Security	4.0	N/A
Privacy Policy	5.0	N/A
Limitations on Expectations	6.0	Alltel is not responsible for wiring and/or equipment past the demarc of the building where Centrex 3 is provided.
External Contract Dependencies	7.0	N/A
Service Disruptions	8.0	Service disruptions will generally include no dial tone, a line feature that is not working correctly or call completion.
Problem Management & Escalation Procedures	9.0	When a problem occurs the user should contact the Alltel Business Repair Center. Alltel maintains a single number, 800-800-6609, to call to obtain problem management support. The BRC will record, coordinate, provide status, and escalate all reported outages on a 24/7 basis. They will do this either by phone or approved notification methods.
Performance Objectives and Measurements	10.0	<b>Availability Metrics:</b> A monthly report can be provided no later than the 15th calendar each month measuring the repair reports during the previous month encompassing the 1st through 31st. Report can be delivered in the standard LEC reporting manner to the PSC. <b>Service Work Orders Metrics:</b> Upon request, a report will be provided measuring the service requests installed during the previous month encompassing the 1st through 31st. Report will be delivered using COT designated Email address. The report will include number of order requests received, how many due dates were met, and the number of delayed days on orders missed. The monthly measurement is 96% of the requested due dates are met on time.
Policy/Standard Compliance Exceptions	11.0	Alltel will abide by all COT policies and standards.
Distribution Lists	12.0	COT OIS Executive Director; COT OIS Communication Services Director; COT OIS Division of End-User Support Director; COT OIS Telecommunications.



Reference Document Locations	13.0	Individual Case Basis (ICB) filed by Alltel for the Commonwealth of KY at the Kentucky Public Service Commission-Office of Administrative services: <a href="http://www.gotsource.net">http://www.gotsource.net</a> <a href="http://www.alltel.com/tariffs/index.html">http://www.alltel.com/tariffs/index.html</a> Reference Section 3-Basic Local Exchange Service Reference section 12-Central Office Non-Transport Service Offering Reference Section 13-Miscellaneous Service Arrangements
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**Alltel Centrex Service Level Agreement (SLA)  
Repair/Work Request Guidelines  
Commonwealth Office of Technology**

Description	Severity Classification	Response to Trouble/Work Request	Internal Escalation	Example
Voice Services are down. Mission essential requirements are not available and no work around exists.	Critical	Caller advises "critical" if line is mission critical. Immediately escalated to Duty Supervisor. Customer contacted before and after testing of trouble. Customer notified if problem in Central Office or if Technician will be dispatched. Alltel will handle all critical trouble reports on a 24/7 basis.	Duty Supervisor-Immediately; 2nd Level Manager-Immediately; 3rd Level-As needed. BRC notifies contact every time escalation is one. COT/end-user will escalate internally also.	Agency cannot do business in any manner. Location is completely without dial tone. Also if mission critical lines have service problem
The problem is of an urgent nature. There is a work around that will cause no adverse impact beyond that of inconvenience.	Serious	4-Business Hour Interval to dispatch. Received 8am and 5pm EST Monday through Friday; interval is 4 hours. Received of this window Monday-Thursday; interval is by 12 noon the following business day. Received after 5pm Friday through Sunday will have interval of 12pm noon following Monday.	Duty Supervisor-if requested; 2nd Level Manager-if requested; 3rd Level-if requested. Escalation done any time if customer requests it. BRC notifies contact every time escalation is done. COT/end-user will escalate internally also.	Station Link not working/NAR not working/feature problem.
Move, Adds, Changes. Routine requests that the time frame is not critical for implementation.	Important	1-3 Stations: 4 Business Days 4-9 Stations: 5 Business Days 10-24 Stations: 5 Business Days 25 or more: Negotiated interval. Tariff Pricing. Must be scheduled. Handled as Project.	Manager-As needed. Project Manager-As needed.	Add Station Link; Move Station Link; Feature Change (customer does not utilize Customer Control)
New System Installs. Requests where the timeframe is not critical, however, requires a project plan and coordination.	Important		Service Consultant/Project Manager	Install Centrex 3 System.

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Contract No: \_\_\_\_\_



**AGREEMENT for COMMUNICATION SERVICES**

This is an Agreement between ALLTEL Communications; Inc. ("ALLTEL"), and Bloodstock Research Information Services("Customer") located at 801 Corporate Drive, Lexington KY 40503, (Service address or "location") dated: 3/14/2006

Through this Agreement, ALLTEL agrees to provide and you agree to purchase WIRELINE Communication Services identified in the SERVICE ORDER(S) attached hereto and/or incorporated herein by reference number under the terms and conditions contained therein and contained in the attached **GENERAL TERMS AND CONDITIONS FOR COMMUNICATION SERVICES**.

The SERVICE ORDER(S) contains detailed information regarding the Communication Services you have selected, as well as any equipment you are purchasing or renting from ALLTEL. The SERVICE ORDER(S) also includes the applicable price, monthly charge, and term for service and early cancellation fee (if any) that you have agreed to for the selected items.

The GENERAL TERMS AND CONDITIONS FOR COMMUNICATION SERVICES contain general provisions regarding the obligations of the parties under this Agreement. By signing below, you agree to be bound by all the terms and conditions contained in this Agreement and the above described attachments.

CUSTOMER  
Bloodstock Research  
Information Services, Inc.  
(Company Name)

ALLTEL  
ALLTEL Communications Inc.  
(Company Name)

By: [Signature]

By: [Signature]

PRINT NAME: Richard F. Broadbent

PRINT NAME: Jamie West

Title: President

Title: Sales Mgr. Business Solutions

Tax ID Number: 61-0974863

Tax Exempt (attach documentation): No

Dated: 03/30/06

Dated: 4-6-06





**SERVICE ORDER - ATTACHMENT A**Term: X 12 Mos. 36 Mos. 60 Mos.

SERVICE(s)		
<u>Description Of Service(s)</u>	<u>Qty.</u>	<u>In-Service Mo. Rate</u>
PRI (23 B Channels w/ 40 DID #'s)	1	\$743.54
<b>Total Recurring:</b>		<b>\$743.54</b>

Customer is responsible for paying all charges applicable to your account AS NOTED IN "CHANGES IN SERVICE & EQUIPMENT" (para. a.). Upon contract expiration or in the event that you terminate the service prior to end of term, noted itemized charges above \* are not held as a liability to you for the contract term.

INSTALLATION		
<u>Description Of Installation</u>	<u>Install Cost</u>	
Installation T1	0.00	
<b>Total Non-Recurring:</b>		<b>0.00</b>

In Service Date:

Order No.

Notes:

Install price does not include extension of demarc. Extension of demarc will be done on a time and material basis.



## GENERAL TERMS AND CONDITIONS FOR COMMUNICATION SERVICES

"You," "your," and "Customer" mean the person, company, or business that subscribes to Communication Services. "We," "our," "us," and "ALLTEL" refer to ALLTEL Communications, Inc. and its subsidiaries and affiliates. "Communication Service(s)" or "Service(s)" refers to the communication services you have asked us to provide to you. "Service Order" means the form (whether paper or electronic) on which you apply Services and includes certain terms and conditions of the Services such as length of time you will subscribe to them, rate plans, access charges and the Equipment you have selected. "Equipment" means any communications equipment you purchase or lease from us.

### Term

- a. **Fixed Term.** You agree to the Services for the length of time identified on the Service Order. The Services you receive after the end of the term will be provided on a month to month basis.
- b. **Month-to-Month Term.** If no length of time is identified on the Service Order, then the term is Month-to-Month.
- c. **About Tariffs.** Your Service(s) Order and ALLTEL's provision of Service(s) are subject to the provisions of any applicable local, state or federal tariffs.

### Termination by You

- a. **Fixed Term.** If you subscribe to a Service for a fixed term and you terminate the Service before the end of the term, or if you do not honor any advance notice of termination requirement, then you will be required to pay us an early cancellation fee as specified on your Service Order (Attachment "A"). In addition, you remain liable for payment of all outstanding charges for all Services you used and Equipment you purchased prior to termination.
- b. **Month-to-Month Term.** You may terminate a Service to which you subscribe on a month-to-month basis at any time by notifying us. You remain liable for payment of all outstanding charges for all Services you used and Equipment you purchased prior to termination.
- c. **Bundled Service.** If you receive special rates in return for subscribing to multiple Services ("bundling") and you subsequently unbundle, terminate, or disconnect any of these Services at any time, then we may adjust the rates for the remaining Service(s).
- d. **Change in Location.** A change in your service address or the location to which any Service is provided to you may constitute your termination of that Service. Change in location *within an exchange* will result in applicable (re) installation charge. *Termination charges shall not apply if Services are upgraded to an equal or greater monthly amount than this Service(s) Order.*

### Termination by Us

We may interrupt or terminate a Service: (1) if you do not honor any provision of these General Terms and Conditions or of the applicable Service Order (including payment obligations), (2) if you use a Service in a manner that adversely affects Service to other customers or harasses our customers or employees or (3) if you or others use a Service to engage in fraud or unlawful conduct or are suspected of doing so. We may restore such interrupted or terminated Service, in our sole discretion, following correction of the violation and payment of any amounts due, including any restoration charge we assess for restoring your Service.

### Charges for Services and Equipment

- a. **In General.** You are responsible for paying all charges applicable to your account, including but not limited to, access, long distance, directory assistance, and the cost of Equipment. In addition, unless otherwise noted, you are responsible for paying taxes, surcharges, fees, and assessments imposed from time to time in connection with the Services and Equipment.
- b. **Rates.** Tariffed rates are subject to change; however, Term-Percentage discounts (as noted) remain the same.

**Limitation Liability.** We shall not be liable with respect to and loss, costs, damages, or related to, arising to, arising out of, or with respect to use of the Services or Equipment in connection with 911 or E911 services or calling.

**Entire Agreement.** This Agreement, together with its applicable Service Order(s), Price List, any applicable tariff, and these General Terms and Conditions constitutes the entire agreement of the parties hereto, superseding any and all other agreements, written or oral, in respect of the subject matter hereof, except as explicitly referred to herein. In the event any of the Service(s) are subject to a tariff and the jurisdiction of a local, state or federal regulatory agency, the tariff shall be deemed to be part of this agreement and shall, to the extent allowed by law, control over the provisions of the agreement to the extent of any conflict between the tariff and the agreement.



**Attachment A**

Company Bloodstock Research  
 Address 801 Corporate Drive  
 City Lexington  
 State Kentucky  
 Zip 40503

Contact Happy Broadbent  
 Title \_\_\_\_\_  
 Phone 859-223-4444  
 Fax \_\_\_\_\_  
 Email \_\_\_\_\_

Name Laurie Lawless  
 Address 130 W. New Circle Rd.  
 City Lexington  
 State Kentucky  
 Zip 40505

Title Account Executive  
 Phone 859-357-6045  
 Fax \_\_\_\_\_  
 Email laurie.lawless@alltel.com

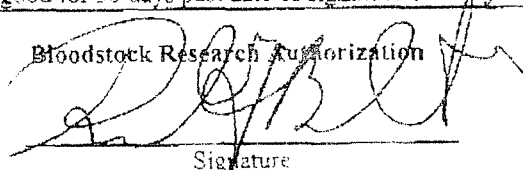
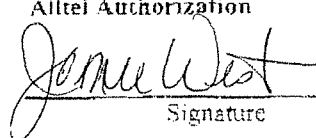
Contract Terms One Year  
 Quote Issued 03/23/06  
 Discount Applied 03/08/06

Lines	Quantity
Business Lines	
Centrex Stations	
Centrex Feature Pack 3 Per Station	
Centrex NAR/Line	
Key Lines	
ISDN BRI Access	
ISDN BRI Voice B Channel	
ISDN BRI D Channel	
ISDN PRI Service	1
ISDN PRI Access	
ISDN PRI Channels	
ISDN PRI Backup D-Channel	
DCS Access	
DCS Channels	
T1 - Intraexchange Only	

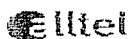
Features	Quantity
Block of 20 DID	3
Block of 100 DID	
PRJ/PRA Caller ID Name Only	
PRJ/PRA Caller ID Number On	
Call Forward Busy	
Caller ID on Call Waiting	
Three Way Calling	
Ring Plus Number	
Voice Mail - Basic	
Voice Mail Deluxe	
Voice Mail Link	
Message Waiting Lamp	

Monthly Tariff Rate Charges	\$1,135.00
Monthly Billed Rate Charges	\$743.54
Monthly Savings	\$391.46
Nonrecurring Charges	\$0.00

**Authorization To Proceed**  
 Proposal is good for 30 days past date of signature but subject to change based on Alltel technician's on site visit.

<p>Bloodstock Research Authorization</p>  _____ Signature	<p>Alltel Authorization</p>  _____ Signature
<p>March 23, 2006</p> _____ Date	<p>March 23, 2006</p> _____ Date

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TELECOMMUNICATIONS SERVICE AGREEMENT

Main Telephone Number: 859-272-1022

Ultra 3 Cosmetics
3320 Nicholasville Rd.
Lexington, Kentucky 40503
Attention: Mark Becker

Dear Mark Becker:

The purpose of this letter is to confirm that Alltel, as of 03/22/2006, will be providing you the telecommunications services identified in Attachment A for a contracted period of 36 consecutive months. This arrangement is tailored and adapted to your unique circumstances and situation and is being provided under the arrangements stated in this letter and applicable tariffs on file with the Kentucky Public Service Commission. This agreement is subject to review and approval by the Kentucky Public Service Commission.

The rates contained in this letter were calculated by discounting applicable rates specified in Alltel tariffs. If you desire to terminate this agreement prior to the expiration date, you must pay Alltel an amount equal to the monthly rate for the agreed to services multiplied by the number of months remaining in the arrangement.

Upon expiration, this arrangement will renew from month-to-month until either party provides the other not less than 30 days advance written notice of termination. In the event of any conflict between this letter and tariff, this letter will control to the extent allowed by law. This service arrangement may not be assigned without the written consent of Alltel.

In the event it is determined that Alltel is required to provide this Service to other persons on the same terms, conditions or prices provided in this letter or you breach any condition hereof, Alltel may immediately terminate this service arrangement without penalty and the applicable tariff terms and conditions are deemed to have been applicable. This service arrangement is confidential and you may not disclose any details with respect to this arrangement.

Please acknowledge your understanding and acceptance of this service arrangement by executing below; however, your receipt and use of the Service, without signature, will constitute your acceptance of the above terms.

Sincerely,

Jason Miles
ALLTEL BUSINESS SALES

TELECOMMUNICATION SERVICES

Applicable Minimum Service: In order to receive the rates specified on Attachment A, Customer agrees to maintain the minimum service levels shown on Attachment A

Customer Signature:
Printed Name: Mark Becker
Date: 03/02/2006

Handwritten signature of Joseph C. Addante





Attachment A

**SALES QUOTE**

Customer		Contact	
Company	Ulta 3 Cosmetics	Contact	Joseph C. Addante
Address	3320 Nicholasville Rd.	Title	Vice President of Finance
City	Lexington	Phone	630-226-8204
State	Kentucky	Fax	630-226-8367
Zip	408503	Email	jaddante@ultainc.com

Sales Rep		Title		Dates	
Name	Jason Miles	Title	Business Account Representative	Contract Terms	Three Year
Address	130 W New Circle Rd. Suite 170	Phone	859-357-6098	Quote Issued	03/02/06
City	Lexington	Fax	859-357-6077	Discount Applied	03/22/06
State	Kentucky	Email	jason.miles@airtel.com		
Zip	40505				

Lines	Quantity
Business Lines	9
Centrex Stations	
Centrex Feature Pack 1 Per Station	
Centrex Feature Pack 2 Per Station	
Centrex Feature Pack 3 Per Station	
Centrex NAR/Line	
Key Lines	
PBX Lines	
DID Trunks	
DID Trunk Terminations	
ISDN BRI Access	
ISDN BRI Voice B Channel	
ISDN BRI D Channel	
ISDN PRI Service	
ISDN PRI Access	
ISDN PRI Channels	
ISDN PRI Backup D-Channel	
DCS Access	
DCS Channels	
T1 - Intraexchange Only	

Features	Quantity
Block of 20 DID	
Block of 100 DID	
Caller ID - Deluxe	
Caller ID - Number	
PRI/PRA Caller ID Name Only	
PRI/PRA Caller ID Number Only	
Call Forward Busy	
Call Forward No Answer	
Call Forwarding	
Enhanced Call Waiting	
Caller ID on Call Waiting	
Three Way Calling	
Ring Plus Number	
Voice Mail - Basic	
Voice Mail Deluxe	
Voice Mail Link	
Message Waiting Lamp	

Monthly Tariff Rate Charges	\$279.00
Monthly Billed Rate Charges	\$239.94
Monthly Savings	\$39.06
Nonrecurring Charges	\$0.00

Authorization To Proceed	
Proposal is good for 30 days past date of signature but subject to change based on Airtel technician's on site visit.	
Ulta 3 Cosmetics Authorization	Airtel Authorization
Signature	Signature
March 2, 2006	March 2, 2006
Date	Date

TARIFF BRANCH  
**RECEIVED**  
4/12/2006  
PUBLIC SERVICE  
COMMISSION  
OF KENTUCKY