

**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY06-3477-01

This Contract Service Arrangement (CSA) Agreement ("Agreement") is by and between BellSouth Telecommunications, Inc., a Georgia corporation, d/b/a BellSouth, ("Company") and ABSKY Corporation ("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 SOUTHWEST COMPANIES EXCEPT PURSUANT TO A WRITTEN 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
3196 Hwy 280 S
Birmingham, AL 35243

Subscriber
ABSKY Corporation
190 Corporate Dr
Danville, KY 40422

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 This Agreement may not be modified, amended, or superseded other than by a written instrument executed by both parties, approved by the appropriate Company

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

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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: 7/28/2006.

Estimated service interval following acceptance date: Negotiable weeks.

Service description:

This Contract Service Arrangement (CSA) provides for BellSouth® Primary Rate ISDN - Voice/Data (Standard) service and Business Lines as part of Basic Local Exchange Service.

This Agreement provides for a sixty (60) month service period.

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

Customer Initials _____



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

Accepted by:

Subscriber:
ABSKY Corporation

By: *Denver W. James*
Authorized Signature

Printed Name: Denver W. James

Title: Manager, Procurement

Date: 3/29/2006

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

By: *Chris Martin*
Authorized Signature

Printed Name: Chris Martin

Title: SLS MGR

Date: 3/29/2006

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TARIFF BRANCH
RECEIVED
4/20/2006
PUBLIC SERVICE
COMMISSION
OF KENTUCKY

**CONTRACT SERVICE ARRANGEMENT
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Case Number KY06-3477-01
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RATES AND CHARGES

	<u>Rate Elements</u>	<u>Non-Recurring</u>	<u>Monthly Rate</u>	<u>USOC</u>
1	BellSouth® Primary Rate ISDN Access Line, each (Note 2)	\$0.00	\$120.00	1LD1E
2	BellSouth® Primary Rate ISDN Interface, each - Voice/Data (Standard) (Note 2, 3)	\$0.00	\$340.00	PR71V
3	BellSouth® Primary Rate ISDN B-Channel, each - Voice/Data (Standard) (Note 2)	\$0.00	\$5.00	PR73V
4	BellSouth® Primary Rate ISDN Telephone Numbers, per telephone number requested inward and 2-way	\$0.00	\$0.20	TR7TF
5	BellSouth® Primary Rate ISDN, Calling Name Delivery Feature, Per Primary Rate Interface	\$0.00	\$75.00	PR7CN
6	BellSouth® Primary Rate ISDN D-Channel - No Rate (Provisioning USOC)	\$0.00	\$0.00	PR7DX
7	Flat Rate Main Station Line Service, Business, Rate Group 1 -Per individual line	\$0.00	\$25.00	1FB
8	Flat Rate Main Station Line Service, Business-Caller ID compatible, Rate Group 1 -Per individual line (Caller ID feature must be ordered separately.)	\$0.00	\$25.00	1FBCL
9	Grouping Service, Individual line or trunk, Business Flat Rate Line, Rate Group 1 -Per line or trunk	\$0.00	\$0.00	HYG
10	Touch-Tone Calling Service, Individual and Two-Party Line Service and PHX Trunks Arranged for Both-Way or Outward Service, Business -Per line or trunk	\$0.00	\$0.00	TTB

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RATES AND CHARGES

11	BellSouth® TouchStar® service, Individual Features, Business, Caller ID-Basic -Per line	\$.00	\$.00	NSD
12	BellSouth® TouchStar® service, Individual Features, Business, Caller ID - Deluxe (with ACR) -Per line	\$.00	\$.00	NXMCR

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**CONTRACT SERVICE ARRANGEMENT
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RATES AND CHARGES

NOTES:

1. All rules and regulations for BellSouth® Primary Rate ISDN service and Business Lines as part of Basic Local Exchange Service as set forth in the General Subscriber Services Tariff (GSST) are applicable to this Agreement with the exception that volume discounts as outlined in the tariff do not apply. The rate elements included herein have been specifically discounted. Other rate elements used in the provision of the service have not been listed, but may be found in the appropriate Company tariff. Examples of other rate elements are: FCC surcharges, regulatory fees, taxes, or charges for features ordered that are not listed in the Agreement.
2. The rates set forth in this Agreement are based upon the Subscriber purchasing from Company a quantity of five (5) flat rate Business Lines throughout the BellSouth region ("Minimum Quantity Requirement") within three (3) months of execution of this Agreement and maintaining this Minimum Quantity Requirement throughout the term of this Agreement. The Subscriber's total quantity of flat rate Business Lines will be reviewed by the Company on the three (3) month anniversary date of the signing of this Agreement and no less than annually on the anniversary date of the signing of this Agreement to determine if the Minimum Quantity Requirement has been met and is being maintained. Failure on the part of the Company to perform this review shall not be considered a waiver of this provision. Should the Minimum Quantity Requirement not be attained within the time period specified, or if it is not maintained at any time after the three (3) month anniversary date, then Customer shall be responsible for the Commitment Shortfall. The "Commitment Shortfall" shall be equal to the number of Business Lines, Trunks, and/or Business Plus lines below the Minimum Quantity Requirement times the rates set forth in this Agreement. In addition, the Subscriber will be charged all nonrecurring charges that were waived at installation of each Business Line that falls below the Minimum Quantity Requirement, as identified below:

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

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

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

<u>USOC</u>	<u>Nonrecurring Charge</u>
H.DIE	\$875.00, each
PR71V	\$110.00, each
PR7BV	\$ 5.00, each

4. Unless otherwise provided for in this Agreement, a Termination Liability Charge will be applicable if all or any part of the service is terminated prior to expiration of this Agreement. The applicable charge is dependent on the service period subscribed to and will be equal to the number of months remaining in the service period times the monthly rate provided under this Agreement. Two payment options are available:
 - a. Continue paying the monthly rate for the remainder of the Agreement term, or

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- b. Make a lump sum payment discounted by the current prime interest rate plus two percentage points.
- 5. Apply five End User Common Line Charges for each Primary Rate Interface.
- 6. Unless otherwise specified in this Agreement, Service Connection Charges as specified in Section A4 of the GSST will apply.

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

END OF ARRANGEMENT AGREEMENT OPTION 1

PRIVATE/PROPRIETARY

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**SPECIAL SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY06-3327-00

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

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

PRIVATE/PROPRIETARY

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**SPECIAL SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY06-3327-00

- (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

, Negotiable

Subscriber

Alaska Native Broadband
3311 Gilmore Industrial Blvd
Louisville, KY 40213

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

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Offer Expiration: This offer shall expire on: 6/28/2006.

Estimated service interval following acceptance date: Negotiable weeks.

Service description:

This Special Service Arrangement provides physical cross connect(s) from Alaska Native Broadband to BellSouth Long Distance's collocation space for 4-fiber OC-3 service allowing connectivity from a BellSouth provisioned service to BellSouth Long Distance.

Alaska Native Broadband is physically cross connecting to BellSouth Long Distance in the Armory Place Central Office, located at 525 Armory Place Boulevard, Louisville, Kentucky.

The rates contained in this Agreement are on a "per cross connect ordered" basis, meaning both an installation and monthly rate for each cross-connect that Alaska Native Broadband makes to BellSouth Long Distance's collocation site in any central office.

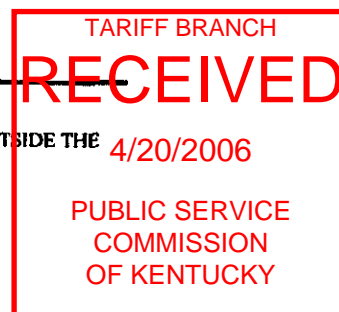
This Agreement is on a month to month basis with a minimum service period of one (1) month.

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 *TIC*

PRIVATE/PROPRIETARY

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**SPECIAL SERVICE ARRANGEMENT
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Case Number KY06-3327-00

Option 1 of 1

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

Accepted by:

Subscriber:

Alaska Native Broadband

By: Tamara H. Clerence
Authorized Signature

Printed Name: Tamara H. Clerence

Title: East Region Interconnect Manager

Date: 3/8/06

Company:

BellSouth Telecommunications, Inc.

By: BellSouth Telecommunications, Inc.

By: Patricia Green
Authorized Signature

Printed Name: PATRICIA GREEN

Title: SALES DIRECTOR

Date: 3-10-06

PRIVATE/PROPRIETARY

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TARIFF BRANCH
RECEIVED
4/20/2006
PUBLIC SERVICE
COMMISSION
OF KENTUCKY

**SPECIAL SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY06-3327-00
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RATES AND CHARGES

	<u>Rate Elements</u>	<u>Non-Recurring</u>	<u>Monthly Rate</u>	<u>USOC</u>
1	Contract Preparation Charge	\$407.00	\$0.00	WGGVF
2	4-Fiber Cross-Connect for Physical Collocation, Per Cross-Connect (Like USOC PE1F4)	\$400.00	\$20.50	WHHY3

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**SPECIAL SERVICE ARRANGEMENT
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RATES AND CHARGES

NOTES:

These rate elements are used to provision services in collocation arrangements. Rates, charges, terms and conditions for services terminating in the cross connects apply in addition to this Special Service Arrangement.

This Special Service Arrangement must be converted to tariff service upon approval of a tariff in this state.

END OF ARRANGEMENT AGREEMENT OPTION 1

PRIVATE/PROPRIETARY

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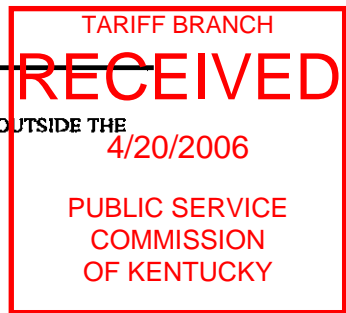
Case Number KY06-3331-00

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

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

, Negotiable

Subscriber

Alaska Native Broadband
3311 Gilmore Industrial Blvd.
Louisville, KY 40213

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

PRIVATE/PROPRIETARY

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



**SPECIAL SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY06-3331-00
Option 1 of 1

Offer Expiration: This offer shall expire on: 6/28/2006.

Estimated service interval following acceptance date: Negotiable weeks.

Service description:

This Special Service Arrangement provides virtual cross connect(s) from Alaska Native Broadband to BellSouth Long Distance's collocation space for 4-fiber OC-3 service allowing connectivity from a BellSouth provisioned service to BellSouth Long Distance.

Alaska Native Broadband is cross connecting to BellSouth Long Distance in the Armory Place Central Office, located at 526 Armory Place Boulevard, Louisville, Kentucky.

The rates contained in this Agreement are on a "per cross connect ordered" basis, meaning both an installation and monthly rate for each cross-connect that Alaska Native Broadband makes to BellSouth Long Distance's collocation site in any central office.

This Agreement is on a month to month basis with a minimum service period of one (1) month.

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

Customer Initials

PRIVATE/PROPRIETARY
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**SPECIAL SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY06-3331-00

Option 1 of 1

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

Accepted by:

Subscriber:

Alaska Native Broadband

By: Tamara J. Cleverger
Authorized Signature

Printed Name: Tamara J. Cleverger

Title: East Region Interconnected Manager

Date: 3/8/06

Company:

BellSouth Telecommunications, Inc.

By: BellSouth Telecommunications, Inc.

By: Patricia Green
Authorized Signature

Printed Name: PATRICIA GREEN

Title: SALES DIRECTOR

Date: 3-10-06

PRIVATE/PROPRIETARY

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**SPECIAL SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY06-3331-00

Option 1 of 1

RATES AND CHARGES

	<u>Rate Elements</u>	<u>Non-Recurring</u>	<u>Monthly Rate</u>	<u>USOC</u>
1	Contract Preparation Charge	\$407.00	\$0.00	WGGVF
2	4-Fiber Cross-Connect for Virtual Collocation, Per Cross-Connect (Like USOC CNC4F)	\$64.53	\$6.71	WHHYS

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**SPECIAL SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY06-3331-00

Option 1 of 1

RATES AND CHARGES

NOTES:

These rate elements are used to provision services in collocation arrangements. Rates, charges, terms and conditions for services terminating in the cross connects apply in addition to this Special Service Arrangement.

This Special Service Arrangement must be converted to tariff service upon approval of a tariff in this state.

END OF ARRANGEMENT AGREEMENT OPTION 1

PRIVATE/PROPRIETARY

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**SPECIAL SERVICE ARRANGEMENT
AGREEMENT**

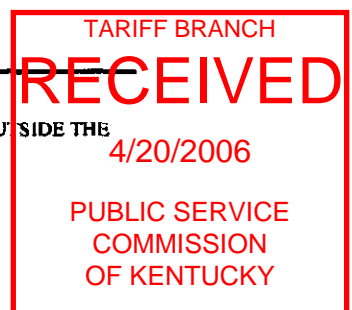
Case Number KY06-4397-01

This Special Service Arrangement (SSA) Agreement ("Agreement") is by and between BellSouth Telecommunications, Inc., a Georgia corporation, d/b/a BellSouth, ("Company") and Alaska Native Broadband 1 License, LLC ("Customer or Subscriber"), and is entered into pursuant to Tariff Section B5 of the General Subscriber Services Tariff. This Agreement is based upon the following terms and conditions as well as any Attachment(s) affixed and the appropriate lawfully filed and approved tariffs which are by this reference incorporated herein.

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

PRIVATE/PROPRIETARY

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



**SPECIAL SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY06-4397-01

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

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

Company

BellSouth Telecommunications, Inc.
Assistant Vice President

, Negotiable

Subscriber

Alaska Native Broadband 1 License, LLC
3311 Gilmore Industrial Blvd.
Louisville, KY 40213

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

PRIVATE/PROPRIETARY

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**SPECIAL SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY06-4397-01

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

PRIVATE/PROPRIETARY

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**SPECIAL SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY06-4397-01

Option 1 of 1

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

Offer Expiration: This offer shall expire on: 7/14/2006.

Estimated service interval following acceptance date: Negotiable weeks.

Service description:

This Special Service Arrangement (SSA) provides intrastate intraLATA virtual cross connect(s) from Alaska Native Broadband 1 License, LLC to Quest's collocation space for DS1 and/or DS3 service allowing connectivity from a BellSouth provisioned service to Quest.

Alaska Native Broadband 1 License, LLC is cross connecting to Quest in the LSVLKYAP Central Office cated at 526 Armory Place Blvd., Louisville, Kentucky.

The rates contained in this Agreement are on a "per cross connect ordered" basis, meaning both an installation and monthly rate for each cross-connect that Alaska Native Broadband 1 License, LLC makes to Quest's collocation site in any central office.

This Agreement is on a month to month basis with a minimum service period of one (1) month.

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 AKC

PRIVATE/PROPRIETARY

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



**SPECIAL SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY06-4397-01
Option 1 of 1

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

Accepted by:

Subscriber:
Alaska Native Broadband 1 License, LLC

By: Robert Rickman
Authorized Signature

Printed Name: Robert Rickman

Title: INTERCONNECT ENGINEER

Date: 3-16-08

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

By: Edina G. Rodriguez
Authorized Signature

Printed Name: Edina G. Rodriguez

Title: Assistant Vice President

Date: 3-2006

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**SPECIAL SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY06-4397-01
Option 1 of 1

RATES AND CHARGES

	<u>Rate Elements</u>	<u>Non-Recurring</u>	<u>Monthly Rate</u>	<u>USOC</u>
1	Contract Preparation Charge	\$408.00	\$0.00	WGGVF
2	Virtual Cross-Connect - Per Collocation, Per DS1 -Dedicated Access	\$155.00	\$7.50	WOOVF
3	Virtual Cross-Connect - Per Collocation, Per DS3 -Dedicated Access	\$151.90	\$56.25	WOOT5

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**SPECIAL SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY06-4397-01
Option 1 of 1

RATES AND CHARGES

NOTES:

These SSA cross connect rate elements are used to provision Private Line service in collocation arrangements.

This SSA must be converted to tariff service upon approval of a tariff in this state.

END OF ARRANGEMENT AGREEMENT OPTION 1

PRIVATE/PROPRIETARY

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ADDENDUM
AGREEMENT

Case Number FL06-2781-01

MASTER SERVICES AGREEMENT - ORDER ATTACHMENT FOR CSA SERVICES

This Order Attachment Agreement is Made Pursuant to the Master Services Agreement No. GA04-9260-00.

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

Offer Expiration: This offer shall expire on: 6/20/2006.

Customer's Billing Address:
AMERICAN EXPRESS
200 Vesey Street
New York , NY 10285

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Page 1 of 14

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ADDENDUM
AGREEMENT

Case Number FL06-2781-01
Option 1 of 1

Estimated service interval following acceptance date: Negotiable weeks.

THE UNDERSIGNED PARTIES, BellSouth Telecommunications, Inc., a Georgia corporation, d/b/a BellSouth, ("Company") and AMERICAN EXPRESS ("Customer or Subscriber"), hereby agree, as acknowledged by their appropriate signatures as set out below, to amend and change Contract Service Arrangement (CSA) Agreements AL04-2432-04, FL04-2365-04, GA04-2438-04, KY04-2445-04, LA04-2450-04, MS04-2451-04, NC04-2452-04, SC04-2453-04 and TN04-2454-04. This Addendum Agreement is based upon the following terms and conditions as well as any Attachment(s) affixed and the appropriate lawfully filed and approved tariffs which are by this reference incorporated herein.

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

PRIVATE/PROPRIETARY

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**ADDENDUM
AGREEMENT**

Case Number FL06-2781-01
Option 1 of 1

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

Accepted by:

Subscriber:
AMERICAN EXPRESS

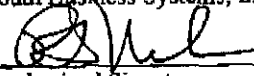
By: 
Authorized Signature

Printed Name: BILL ANDERSON
LEAD PURCHASING MANAGER
AMERICAN EXPRESS

Title: _____

Date: 2/28/06

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

By: 
Authorized Signature

Printed Name: Phil D. Nelson

Title: Sales Director

Date: 2/28/06

PRIVATE/PROPRIETARY

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ADDENDUM
AGREEMENT

Case Number FL06-2781-01
Option 1 of 1

Service description:

This Addendum Agreement extends the term of the Agreement an additional twelve (12) months from the Company date of acceptance of this Addendum Agreement.

All terms and conditions of Contract Service Arrangement Agreement FL04-2365-04 apply to this Addendum Agreement unless modified herein.

PRIVATE/PROPRIETARY

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

Page 4 of 14

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**ADDENDUM
AGREEMENT**

Case Number KY06-2793-01
Option 1 of 1

RATES AND CHARGES

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

**ADDENDUM
AGREEMENT**

Case Number GA06-2789-01
Option 1 of 1

RATES AND CHARGES

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

PRIVATE/PROPRIETARY

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**ADDENDUM
AGREEMENT**

Case Number KY06-2793-01
Option 1 of 1

RATES AND CHARGES

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

PRIVATE/PROPRIETARY

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**ADDENDUM
AGREEMENT**

Case Number FL06-2781-01
Option 1 of 1

RATES AND CHARGES

NOTES:

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

END OF ARRANGEMENT AGREEMENT OPTION 1

PRIVATE/PROPRIETARY

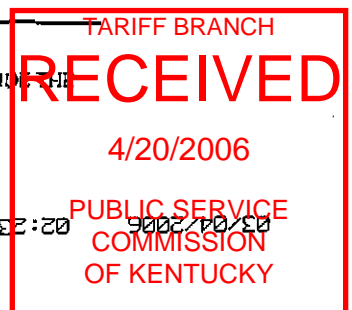
CONTAINS PRIVATE AND/OR PROPRIETARY INFORMATION. MAY NOT BE USED OR DISCLOSED OUTSIDE THE BELL SOUTH COMPANIES EXCEPT PURSUANT TO A WRITTEN AGREEMENT.

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**SPECIAL SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY06-3786-00

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

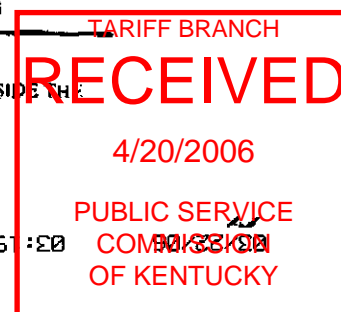
1. Subscriber requests and Company agrees, subject to the terms and conditions herein, to provide the service described in this Agreement at the monthly and nonrecurring rates, charges, and conditions as described in this Agreement ("Service"). The rates, charges, and conditions described in this Agreement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

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

PRIVATE/PROPRIETARY

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

Page 1 of 6



**SPECIAL SERVICE ARRANGEMENT
AGREEMENT**

Casc Number KY06-3786-00

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

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

Company

BellSouth Telecommunications, Inc.
Assistant Vice President
754 Peachtree St, 8B44
Atlanta, GA 30308

Subscriber

Bluegrass Cellular
P O Box 5012
Elizabethtown, KY 42702

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

PRIVATE/PROPRIETARY

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OF KENTUCKY

**SPECIAL SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY06-3786-00

Option 1 of 1

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

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

Estimated service interval following acceptance date: Negotiable weeks.

Service description:

This Special Service Arrangement provides physical cross connect(s) from Bluegrass Cellular to Kentucky Data Link's collocation space for DS1 and/or DS3 service allowing connectivity from a BellSouth provisioned service to Kentucky Data Link.

Bluegrass Cellular is physically cross connecting to Kentucky Data Link in the Louisville Central Office (LSVLKYAPDS0).

The rates contained in this Agreement are on a "per cross connect ordered" basis, meaning both an installation and monthly rate for each cross-connect that Bluegrass Cellular makes to Kentucky Data Link's collocation site in any central office.

This Agreement is on a month to month basis with a minimum service period of one (1) month.

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

Customer Initials

PRIVATE/PROPRIETARY

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**SPECIAL SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY06-3786-00
Option 1 of 1

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

Accepted by:

Subscriber:
Bluegrass Cellular

By: [Signature]
Authorized Signature

Printed Name: Scott McCloud

Title: VP Wireless Networks

Date: 3/15/06

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

By: [Signature]
Authorized Signature

Printed Name: ELINA G. RODRIGUEZ

Title: ASSISTANT VICE PRESIDENT

Date: 3-20-06

PRIVATE/PROPRIETARY

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**SPECIAL SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY06-3786-00
Option 1 of 1

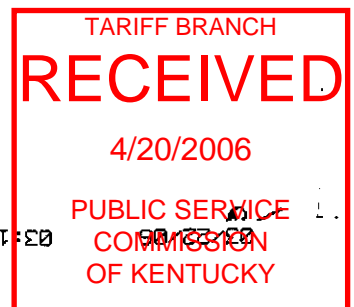
RATES AND CHARGES

<u>Rate Element</u>	<u>Non-Recurring</u>	<u>Monthly Rate</u>	<u>USOC</u>
1. Contract Preparation Charge	\$408.00	\$5.00	WGGVF
2. DS1 Cross-Connect for Physical Collocation, Per Cross-Connect	\$155.00	\$27.83	WGG9M
3. DS3 Cross-Connect for Physical Collocation, Per Cross-Connect	\$155.00	\$2.65	WBBO5

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**SPECIAL SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY06-3786-00
Option 1 of 1

RATES AND CHARGES

NOTES:

These rate elements are used to provision services in collocation arrangements. Rates, charges, terms and conditions for services terminating in the cross connects apply in addition to this Special Service Arrangement.

This Special Service Arrangement must be converted to tariff service upon approval of a tariff in this state.

END OF ARRANGEMENT AGREEMENT OPTION 1

PRIVATE/PROPRIETARY

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY06-2684-00

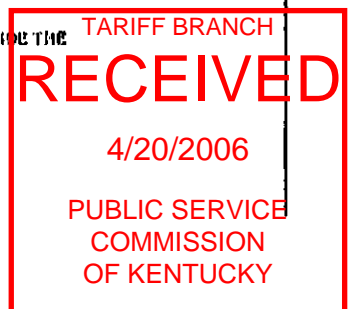
This Contract Service Arrangement (CSA) Agreement ("Agreement") is by and between BellSouth Telecommunications, Inc., a Georgia corporation, d/b/a BellSouth, ("Company") and Brentwood Services ("Customer or Subscriber"), and is entered into pursuant to Tariff Section A5 of the General Subscriber Services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

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

PRIVATE/PROPRIETARY

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY06-2684-00

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

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

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

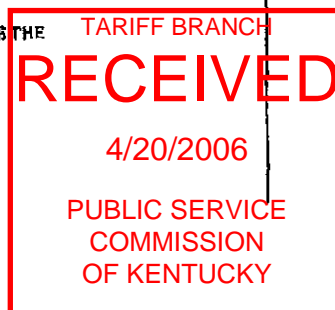
Subscriber
Brentwood Services
9400 Bunsen Way..
Louisville, KY 40299

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

PRIVATE/PROPRIETARY

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT Case Number KY06-2684-00**

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

PRIVATE/PROPRIETARY
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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY06-2684-00
Option 1 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: 6/14/2006.

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 twenty-four (24) to thirty-five (35) months.

This Agreement is for 24 months.

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

Customer Initials

PRIVATE/PROPRIETARY
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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY06-2684-00
Option 1 of 3

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

Accepted by:

Subscriber:
Brentwood Services

By: [Signature]
Authorized Signature

Printed Name: Jeff Pottus

Title: COO

Date: 2-22-06

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

By: [Signature]
Authorized Signature

Printed Name: Andrew M. Pablau

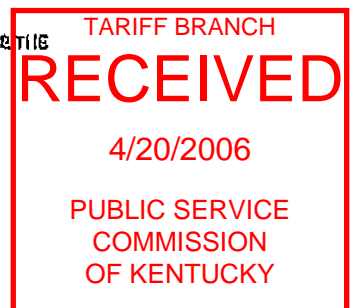
Title: Sales Mgr

Date: 2/16/24/06

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY06-2684-00
Option 1 of 3

RATES AND CHARGES

	<u>Rate Elements</u>	<u>Non-Recurring</u>	<u>Monthly Rate</u>	<u>USOC</u>
1	BellSouth® Primary Rate ISDN Access Line, each	\$0.00	\$130.00	ILDIE
2	BellSouth® Primary Rate ISDN Interface, each - Voice/Data (Standard)	\$0.00	\$375.00	PR71V
3	BellSouth® Primary Rate ISDN B-Channels, each - Voice/Data (Standard)	\$0.00	\$10.00	PR7BV
4	Telephone Numbers for Flat Rate BellSouth® Primary Rate ISDN Voice/Data (Standard) - Per telephone number requested inward and 2-way	\$0.00	\$0.20	PR7TF
5	BellSouth® Primary Rate ISDN, Calling Name Delivery Feature - Per Primary Rate Interface	\$0.00	\$75.00	PR7CN

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY06-2684-00
Option 1 of 3

RATES AND CHARGES

NOTES:

1. All applicable rates and regulations for BellSouth® Primary Rate ISDN as set forth in the Central 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 \$310.00 in addition to applicable termination liability charges.

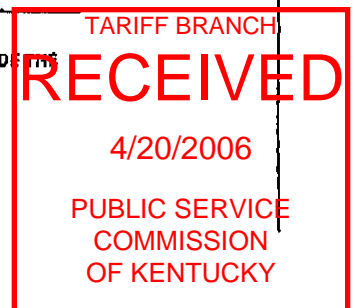
4. Apply five End User Common Line Charges for each PRI Interface.
5. Other rate elements used in the provision of the service may not have been listed herein, but can be found in the appropriate BellSouth tariff.

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

END OF ARRANGEMENT AGREEMENT OPTION 1

PRIVATE/PROPRIETARY

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number FL06-0403-03

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

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

PRIVATE/PROPRIETARY

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT** Case Number FL06-0403-03

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

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

Company
BellSouth Telecommunications, Inc.
Assistant Vice President
13450 W Sunrise Blvd
Sunrise, FL 33323

Subscriber
BROADBANDONE
3500 NW BOCA RATON BLVD STE 902
BOCA RATON, FL 33431

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

PRIVATE/PROPRIETARY

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number FL06-0403-03

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

PRIVATE/PROPRIETARY

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number FL06-0403-03
Option 1 of 1

Offer Expiration: This offer shall expire on: 6/27/2006.

Estimated service interval following acceptance date: Negotiable weeks.

Service description:

This Contract Service Arrangement (CSA) provides for intralATA Frame Relay Service, Broadband Line-Fast Packet Option (FPO) Service, intrastate, intralATA BellSouth® LightGate® service, MegaLink® Service, and BellSouth® Metro Ethernet Service.

This Agreement provides for an eighty-four (84) month contract period with a twelve (12) month minimum service period for Metro Ethernet Service and a six (6) month minimum service period for MegaLink and LightGate Service.

Subscriber will be required to pay full install charges and monthly charges for the difference between actual months installed and the minimum service period, as termination liability for any service disconnected prior to the minimum service period.

Installation date is defined herein as the actual service date. Specifically, when a circuit is installed.

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

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

Customer Initials

 3/1/06

PRIVATE/PROPRIETARY

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number FL06-0403-03
Option 1 of 1

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

Accepted by:

Subscriber:
BROADBANDONE

By: [Signature]
Authorized Signature

Printed Name: Jeffrey Davis

Title: Chairman & President

Date: 3/1/06

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

By: [Signature]
Authorized Signature

Printed Name: Grant Brown

Title: SALES - MVP

Date: 3/2/06

PRIVATE/PROPRIETARY
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RATES AND CHARGES

	<u>Rate Elements</u>	<u>Non-Recurring</u>	<u>Monthly Rate</u>	<u>USOC</u>
1	Customer Connection to Frame Relay. A minimum of one Customer Connection is required per Customer to subscribe to Frame Relay Service. 56 Kbps, each	\$0.00	\$31.85	FRH56
2	Customer Connection to Frame Relay. A minimum of one Customer Connection is required per Customer to subscribe to Frame Relay Service. 64 Kbps, each	\$0.00	\$31.85	FRH64
3	Customer Connection to Frame Relay. A minimum of one Customer Connection is required per Customer to subscribe to Frame Relay Service. 112 Kbps, each	\$0.00	\$48.10	FRH11
4	Customer Connection to Frame Relay. A minimum of one Customer Connection is required per Customer to subscribe to Frame Relay Service. 128 Kbps, each	\$0.00	\$48.10	FRH12
5	Customer Connection to Frame Relay. A minimum of one Customer Connection is required per Customer to subscribe to Frame Relay Service. 192 Kbps, each	\$0.00	\$81.25	FRH19
6	Customer Connection to Frame Relay. A minimum of one Customer Connection is required per Customer to subscribe to Frame Relay Service. 256 Kbps, each	\$0.00	\$95.55	FRH25
7	Customer Connection to Frame Relay. A minimum of one Customer Connection is required per Customer to subscribe to Frame Relay Service. 320 Kbps, each	\$0.00	\$119.60	FRH32
8	Customer Connection to Frame Relay. A minimum of one Customer Connection is required per Customer to subscribe to Frame Relay Service.	\$0.00	\$207.35	FRH38

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RATES AND CHARGES

	384 Kbps, each			
9	Customer Connection to Frame Relay. A minimum of one Customer Connection is required per Customer to subscribe to Frame Relay Service. 448 Kbps, each	\$.00	\$207.35	FRH44
10	Customer Connection to Frame Relay. A minimum of one Customer Connection is required per Customer to subscribe to Frame Relay Service. 512 Kbps, each	\$.00	\$207.35	FRH51
11	Customer Connection to Frame Relay. A minimum of one Customer Connection is required per Customer to subscribe to Frame Relay Service. 576 Kbps, each	\$.00	\$207.35	FRH57
12	Customer Connection to Frame Relay. A minimum of one Customer Connection is required per Customer to subscribe to Frame Relay Service. 640 Kbps, each	\$.00	\$207.35	FRH40
13	Customer Connection to Frame Relay. A minimum of one Customer Connection is required per Customer to subscribe to Frame Relay Service. 704 Kbps, each	\$.00	\$207.35	FRH70
14	Customer Connection to Frame Relay. A minimum of one Customer Connection is required per Customer to subscribe to Frame Relay Service. 768 Kbps, each	\$.00	\$207.35	FRH76
15	Customer Connection to Frame Relay. A minimum of one Customer Connection is required per Customer to subscribe to Frame Relay Service. 1,024 Kbps, each	\$.00	\$207.35	FRH24
16	Customer Connection to Frame Relay. A minimum of one Customer Connection is required per Customer to subscribe to Frame Relay Service. 1,152 Kbps, each	\$.00	\$207.35	FRH52
17	Subrate T1 Customer Connection to Frame Relay. A minimum of one Customer Connection is required per Customer to	\$.00	\$108.00	FRHS1

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RATES AND CHARGES

	subscribe to Frame Relay Service. 128 Kbps, each			
18	Subrate T1 Customer Connection to Frame Relay. A minimum of one Customer Connection is required per Customer to subscribe to Frame Relay Service. 256 Kbps, each	\$.00	\$135.00	FRHS2
19	Subrate T1 Customer Connection to Frame Relay. A minimum of one Customer Connection is required per Customer to subscribe to Frame Relay Service. 384 Kbps, each	\$.00	\$184.00	FRHS3
20	Subrate T1 Customer Connection to Frame Relay. A minimum of one Customer Connection is required per Customer to subscribe to Frame Relay Service. 512 Kbps, each	\$.00	\$211.00	FRHS5
21	Subrate T1 Customer Connection to Frame Relay. A minimum of one Customer Connection is required per Customer to subscribe to Frame Relay Service. 768 Kbps, each	\$.00	\$238.00	FRHS7
22	Subrate T1 Customer Connection to Frame Relay. A minimum of one Customer Connection is required per Customer to subscribe to Frame Relay Service. 1152 Kbps, each	\$.00	\$270.00	FRHSE
23	Customer Connection to Frame Relay. A minimum of one Customer Connection is required per Customer to subscribe to Frame Relay Service. 1.536 Mbps, each	\$.00	\$159.50	FRH15
24	Subrate T3 Customer Connection to Frame Relay. A minimum of one Customer Connection is required per Customer to subscribe to Frame Relay Service. 3 Mbps, each	\$.00	\$745.00	FRHO3
25	Subrate T3 Customer Connection to Frame Relay. A minimum of one Customer Connection is required per Customer to subscribe to Frame Relay Service. 6 Mbps, each	\$.00	\$845.00	FRHO6

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26	Subrate T3 Customer Connection to Frame Relay. A minimum of one Customer Connection is required per Customer to subscribe to Frame Relay Service. 9 Mbps, each	\$.00	\$905.00	FRH09
27	Subrate T3 Customer Connection to Frame Relay. A minimum of one Customer Connection is required per Customer to subscribe to Frame Relay Service. 12 Mbps, each	\$.00	\$1,049.00	FRH2M
28	Subrate T3 Customer Connection to Frame Relay. A minimum of one Customer Connection is required per Customer to subscribe to Frame Relay Service. 15 Mbps, each	\$.00	\$1,193.00	FRH5M
29	Subrate T3 Customer Connection to Frame Relay. A minimum of one Customer Connection is required per Customer to subscribe to Frame Relay Service. 18 Mbps, each	\$.00	\$1,337.00	FRH18
30	Subrate T3 Customer Connection to Frame Relay. A minimum of one Customer Connection is required per Customer to subscribe to Frame Relay Service. 21 Mbps, each	\$.00	\$1,481.00	FRH21
31	Subrate T3 Customer Connection to Frame Relay. A minimum of one Customer Connection is required per Customer to subscribe to Frame Relay Service. 24 Mbps, each	\$.00	\$1,625.00	FRH4M
32	Subrate T3 Customer Connection to Frame Relay. A minimum of one Customer Connection is required per Customer to subscribe to Frame Relay Service. 27 Mbps, each	\$.00	\$1,769.00	FRH27
33	Subrate T3 Customer Connection to Frame Relay. A minimum of one Customer Connection is required per Customer to subscribe to Frame Relay Service. 30 Mbps, each	\$.00	\$1,913.00	FRH30

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34	Subrate T3 Customer Connection to Frame Relay. A minimum of one Customer Connection is required per Customer to subscribe to Frame Relay Service. 33 Mbps, each	\$.00	\$2,057.00	FRH33
35	Customer Connection to Frame Relay A minimum of one Customer Connection is required per Customer to subscribe to Frame Relay Service. 44.210 Mbps, each	\$.00	\$1,500.00	FRH10
36	Per Subrate T3 Customer Connection Speed Change Request	\$.00	\$.00	FRHT3
37	MultiLink Customer Connection to Frame Relay. A minimum of one Customer Connection is required per Customer to subscribe to Frame Relay Service. 3 Mbps, each	\$.00	\$330.00	FRHM3
38	MultiLink Customer Connection to Frame Relay. A minimum of one Customer Connection is required per Customer to subscribe to Frame Relay Service. 6 Mbps, each	\$.00	\$412.50	FRHM6
39	MultiLink Customer Connection to Frame Relay. A minimum of one Customer Connection is required per Customer to subscribe to Frame Relay Service. 9 Mbps, each	\$.00	\$495.00	FRHM9
40	MultiLink Customer Connection to Frame Relay. A minimum of one Customer Connection is required per Customer to subscribe to Frame Relay Service. 12 Mbps, each	\$.00	\$577.30	FRHM2
41	Broadband Line-FPO, 56 Kbps, each	\$.00	\$40.00	FP156
42	Broadband Line-FPO, 64 Kbps, each	\$.00	\$40.00	FP164

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43	Broadband Line-FPO, 1.536 Mbps, each	\$0.00	\$80.00	FP115
44	Broadband Line-FPO, 44.210 Mbps, each	\$0.00	\$845.00	FP144
45	Initial Standard DLCI, One per Customer Connection (provisioning only)	\$0.00	\$0.00	XAFD1
46	Frame Relay Service Feature Charge, Data Link Connection Identifier (DLCI), Additional, per Customer Connection	\$0.00	\$1.00	FRVDX
47	Committed Information Rate (CIR), (per DLCI) cannot exceed the minimum transmission speed of the link at either end of the PVC, 0 Kbps	\$0.00	\$0.00	FRVRO
48	Committed Information Rate (CIR), (per DLCI) cannot exceed the minimum transmission speed of the link at either end of the PVC, 1 thru 32 Kbps	\$0.00	\$5.20	FRVR3
49	Committed Information Rate (CIR), (per DLCI) cannot exceed the minimum transmission speed of the link at either end of the PVC, 33 thru 56 Kbps	\$0.00	\$8.45	FRVR5
50	Committed Information Rate (CIR), (per DLCI) cannot exceed the minimum transmission speed of the link at either end of the PVC, 57 thru 64 Kbps	\$0.00	\$9.10	FRVR6
51	Committed Information Rate (CIR), (per DLCI) cannot exceed the minimum transmission speed of the link at either end of the PVC, 65 thru 128 Kbps	\$0.00	\$12.35	FRVR1
52	Committed Information Rate (CIR), (per DLCI) cannot exceed the minimum transmission speed of the link at either	\$0.00	\$18.85	FRVR2

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	end of the PVC, 129 thru 256 Kbps			
53	Committed Information Rate (CIR), (per DLCI) cannot exceed the minimum transmission speed of the link at either end of the PVC, 257 thru 384 Kbps	\$.00	\$26.65	FRVR4
54	Committed Information Rate (CIR), (per DLCI) cannot exceed the minimum transmission speed of the link at either end of the PVC, 385 thru 512 Kbps	\$.00	\$33.15	FRVR8
55	Committed Information Rate (CIR), (per DLCI) cannot exceed the minimum transmission speed of the link at either end of the PVC, 513 thru 768 Kbps	\$.00	\$60.45	FRVR7
56	Committed Information Rate (CIR), (per DLCI) cannot exceed the minimum transmission speed of the link at either end of the PVC, 769 Kbps thru 1.536 Mbps	\$.00	\$91.00	FRVR9
57	Committed Information Rate (CIR), (per DLCI) cannot exceed the minimum transmission speed of the link at either end of the PVC, 1.537 thru 4 Mbps	\$.00	\$130.00	FRVRJ
58	Committed Information Rate (CIR), (per DLCI) cannot exceed the minimum transmission speed of the link at either end of the PVC, 4.1 thru 10 Mbps	\$.00	\$240.50	FRVRK
59	Committed Information Rate (CIR), (per DLCI) cannot exceed the minimum transmission speed of the link at either end of the PVC, 10.1 thru 16 Mbps	\$.00	\$422.50	FRVRL
60	Committed Information Rate (CIR), (per DLCI) cannot exceed the minimum	\$.00	\$1,105.00	FRVRM

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61	transmission speed of the link at either end of the PVC, 16.1 thru 34 Mbps Committed Information Rate (CIR), (per DLCI) cannot exceed the minimum transmission speed of the link at either end of the PVC, 34.1 thru 44.210 Mbps	\$.00	\$1,430.00	FRVRN
62	Fast Packet Transport Services, Expedite Request Charge, per request	\$.00	\$.00	FPTR
63	BellSouth® LightGate® service LightGate service Local Channel Systems -LightGate 1 Basic System -Per System	\$.00	\$795.00	HFSC7
64	BellSouth® LightGate® service, LightGate service Local Channel Systems LightGate OC-3 Basic System - Per System	\$.00	\$1,550.00	HFSO3
65	BellSouth® LightGate® service LightGate service Local Channel Systems -Central Office Channel Interfaces -Per DS1	\$.00	\$9.00	1PQE8
66	BellSouth® LightGate® service LightGate service Local Channel Systems -Customer Channel Interfaces - Per DS3	\$.00	\$47.00	1PQF3
67	MegaLink® Service Establishment Charge, per entire MegaLink®	\$.00	\$.00	MGLSE
68	MegaLink® service, Digital Local Channel, first 1/2 mile	\$.00	\$.00	1LDPZ
69	MegaLink® service, Digital Local Channel, each additional 1/2 mile	\$.00	\$.00	1LDPA
70	Interoffice Channel, each channel 0-8 miles, fixed component	\$.00	\$.00	1LNO1
71	Interoffice Channel, each channel 0-8 miles, each airline mile or fraction thereof	\$.00	\$.00	1LNOA

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72	Interoffice Channel, each channel 9-25 miles, fixed component	\$.00	\$.00	1LNO2
73	Interoffice Channel, each channel 9-25 miles, each airline mile or fraction thereof	\$.00	\$.00	1LNOB
74	Interoffice Channel, each channel over 25 miles, fixed component	\$.00	\$.00	1LNO3
75	Interoffice Channel, each channel over 25 miles, per mile or fraction thereof	\$.00	\$.00	1LNOC
76	Clear channel capability, extended superframe format, at initial installation	\$.00	\$.00	CCOEF
77	MegaLink® service, premises visit, per visit	\$.00	\$.00	MGLPV
78	Single Rate MegaLink® Local Channel including up to ten (10) interoffice miles, per MegaLink® local channel	\$.00	\$146.00	WBB5A
79	Single Rate MegaLink® Local Channel including eleven (11) to forty-five (45) interoffice miles, per MegaLink® channel	\$.00	\$246.00	WBBAO
80	Single Rate MegaLink® Local Channel including interoffice miles greater than forty-five (45) miles, per MegaLink® channel	\$.00	\$411.00	WCCWW
81	BellSouth® Metro Ethernet Service, 10 Mbps Basic Connection, per connection	\$.00	\$476.00	MTEBA
82	BellSouth® Metro Ethernet Service, 100 Mbps Basic Connection, per connection	\$.00	\$945.00	MTEBB
83	BellSouth® Metro Ethernet Service, 1 Gbps Basic Connection, per connection	\$.00	\$1,890.00	MTEBC
84	BellSouth® Metro Ethernet Service, Dedicated Service Arrangements, 100 Mbps Dedicated Connection, per connection	\$.00	\$1,092.00	MTEDB

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85	BellSouth® Metro Ethernet Service, Dedicated Service Arrangements, 1 Gbps Dedicated Connection, per connection	\$.00	\$2,177.00	MTEDC
86	BellSouth® Metro Ethernet Service, 10 Mbps Premium Connection, per connection, Fixed Mode	\$.00	\$567.00	MTEP3
87	BellSouth® Metro Ethernet Service, 10 Mbps Premium Connection, per connection, Burst Mode	\$.00	\$756.00	MTEE3
88	BellSouth® Metro Ethernet Service, 20 Mbps Premium Connection, per connection, Fixed Mode	\$.00	\$714.00	MTEP4
89	BellSouth® Metro Ethernet Service, 20 Mbps Premium Connection, per connection, Burst Mode	\$.00	\$854.00	MTEE4
90	BellSouth® Metro Ethernet Service, 50Mbps Premium Connection, per connection, Fixed Mode	\$.00	\$938.00	MTEP5
91	BellSouth® Metro Ethernet Service, 50 Mbps Premium Connection, per connection, Burst Mode	\$.00	\$1,036.00	MTEE5
92	BellSouth® Metro Ethernet Service, 100 Mbps Premium Connection, per connection, Fixed Mode	\$.00	\$1,134.00	MTEP6
93	BellSouth® Metro Ethernet Service, 100 Mbps Premium Connection, per connection, Burst Mode	\$.00	\$1,358.00	MTEE6
94	BellSouth® Metro Ethernet Service, 250 Mbps Premium Connection, per connection, Fixed Mode	\$.00	\$1,421.00	MTEP7
95	BellSouth® Metro Ethernet Service, 250 Mbps Premium Connection, per connection, Burst Mode	\$.00	\$1,631.00	MTEE7
96	BellSouth® Metro Ethernet Service, 500 Mbps Premium Connection, per connection, Fixed Mode	\$.00	\$1,883.00	MTEP8

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97	BellSouth® Metro Ethernet Service, 500 Mbps Premium Connection, per connection, Burst Mode	\$.00	\$2,079.00	MTEE8
98	BellSouth® Metro Ethernet Service, Basic, Premium & Dedicated Arrangements, greater than 10 through 25 miles, per 10 Mbps through 50 Mbps connection	\$.00	\$259.00	MTEMA
99	BellSouth® Metro Ethernet Service, Basic, Premium & Dedicated Arrangements, greater than 10 through 25 miles, per 100 Mbps through 250 Mbps connection	\$.00	\$322.00	MTEMB
100	BellSouth® Metro Ethernet Service, Basic, Premium & Dedicated Arrangements, greater than 10 through 25 miles, per 500 Mbps through 1 Gbps connection	\$.00	\$392.00	MTEMC
101	BellSouth® Metro Ethernet Service, Basic, Premium & Dedicated Arrangements, greater than 25 through 35 miles, per 10 Mbps through 50 Mbps connection	\$.00	\$434.00	MTEME
102	BellSouth® Metro Ethernet Service, Basic, Premium & Dedicated Arrangements, greater than 25 through 35 miles, per 100 Mbps through 250 Mbps connection	\$.00	\$546.00	MTEMF
103	BellSouth® Metro Ethernet Service, Basic, Premium & Dedicated Arrangements, greater than 25 through 35 miles, per 500 Mbps through 1 Gbps connection	\$.00	\$651.00	MTEMG
104	BellSouth® Metro Ethernet Service, Basic, Premium & Dedicated Arrangements, greater than 35 through 50 miles, per 10 Mbps through 50 Mbps connection	\$.00	\$679.00	MTEMJ
105	BellSouth® Metro Ethernet Service, Basic, Premium & Dedicated Arrangements, greater than 35 through 50 miles, per 100 Mbps through 250 Mbps connection	\$.00	\$847.00	MTEMK
106	BellSouth® Metro Ethernet Service, Basic, Premium & Dedicated Arrangements,	\$.00	\$1,022.00	MTEML

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RATES AND CHARGES

	greater than 35 through 50 miles, per 500 Mbps through 1 Gbps connection			
107	BellSouth® Metro Ethernet Service, Priority Plus Feature, per connection	\$.00	\$63.00	MTETP
108	BellSouth® Metro Ethernet Service, Q-Forwarding Service Establishment Charge, per connection	\$.00	\$.00	MTEQF
109	BellSouth® Metro Ethernet Service, Q-Forwarding Network Assignment Charge, per connection	\$.00	\$49.00	MTEQN
110	BellSouth® Metro Ethernet Service, Service Reconfiguration, per modification, per connection	\$.00	\$.00	MTESR
111	Metro Ethernet Reporting, Service Establishment Charge, per customer account	\$.00	\$.00	CNMSE
112	Metro Ethernet Reporting Charge, per connection	\$.00	\$5.60	CNMME
113	Metro Ethernet Reporting Security card, each	\$.00	\$.00	CNMSC
114	Metro Ethernet Reporting Subsequent Modification Charge, per modification	\$.00	\$.00	CNMSM
115	Metro Ethernet Web Interface Charge, additional	\$.00	\$12.60	CNMWE

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**Case Number FL06-0403-03
Option 1 of 1**RATES AND CHARGES****NOTES:**

1. The rates and charges contained herein do not include additional charges for special construction which may be necessary in order to provide this service.
2. **Minimum Annual Spend**
 - The rates set forth in this Agreement are based upon the Subscriber maintaining a Total Minimum Annual Spend throughout the BellSouth region for all services under this Agreement. The Total Minimum Annual Spend is as follows:
 - \$1 Million Dollars per year for the twelve (12) month term of this Agreement.
 - \$1.4 Million Dollars per year for the twenty-four (24) month term of this Agreement.
 - \$1.8 Million Dollars per year for the thirty-six (36) month term and all subsequent terms of this Agreement.
3. Customer's Total Minimum Annual Spend will be reviewed by the Company no less than annually after the signing of this Agreement to determine if the Total Minimum Annual Spend has been met and is being maintained. Failure on the part of the Company to perform this review shall not be considered a waiver of this provision. Should the Total Minimum Annual Spend not be attained within twelve months, or if it is not maintained at any time after the twelve (12) month anniversary date, then the Customer will be responsible for the Commitment Shortfall. The Commitment Shortfall shall be equal to the Total Minimum Annual Spend commitment less the actual billed annual revenue.
4. Effective with the execution of this Agreement, Subscriber may add and delete circuits without installation charges and termination liability, provided that the Minimum Service Period has been met. This statement supersedes the notes regarding termination liability as provided in Attachment #1 of this Agreement.
5. All rules and regulations for these services from the General Subscriber Services Tariff (GSST) and Private Line Services Tariff (PLST) are applicable to this Agreement. The rate elements included herein have been specifically discounted. Other rate elements used in the provision of the service have not been listed, but may be found in the appropriate Company tariff. Examples of other rate elements are: FCC surcharges, regulatory fees, taxes, or charges for features ordered that are not listed in the Agreement.
6. This Contract Service Arrangement must be converted to tariff service at the end of the contract, or this Agreement must be renegotiated.
7. Non-Tariff rate elements provided under this Agreement may be converted to tariff service upon approval of a tariff in this State, or Subscriber may elect to continue the Agreement until the end of the Contract, at which time the rate elements must be converted to tariff rates.

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- 8. If any of the services provided under this Agreement are cancelled prior to the beginning of the selected service period, Subscriber will be liable for all capital expenses incurred by Company in provisioning this service, as of the date the order is cancelled by Subscriber.
- 9. These rates and charges are in addition to any tariff rates and charges that may apply.
- 10. If facilities do not exist, special construction charges may apply.
- 11. These rates and charges are only valid if the Customer is served from a central office equipped for BellSouth® Metro Ethernet service, or can be extended to a central office equipped for BellSouth® Metro Ethernet service.
- 12. Customer may disconnect two (2) Metro Ethernet circuits per year, prior to completing the twelve (12) month minimum service period, without incurring termination liability.

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

END OF ARRANGEMENT AGREEMENT OPTION 1

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

Customer Connection at 56 Kbps (FRH56)	\$ 425.00, each
Customer Connection at 64 Kbps (FRH64)	\$ 425.00, each
Customer Connection at 112 Kbps (FRH11)	\$ 475.00, each
Customer Connection at 128 Kbps (FRH12)	\$ 475.00, each
Customer Connection at 192 Kbps (FRH19)	\$ 475.00, each
Customer Connection at 256 Kbps (FRH25)	\$ 475.00, each
Customer Connection at 320 Kbps (FRH32)	\$ 475.00, each
Customer Connection at 384 Kbps (FRH38)	\$ 550.00, each
Customer Connection at 448 Kbps (FRH44)	\$ 550.00, each
Customer Connection at 512 Kbps (FRH51)	\$ 550.00, each
Customer Connection at 576 Kbps (FRH57)	\$ 550.00, each
Customer Connection at 640 Kbps (FRH40)	\$ 550.00, each
Customer Connection at 704 Kbps (FRH70)	\$ 550.00, each
Customer Connection at 768 Kbps (FRH76)	\$ 550.00, each
Customer Connection at 1024 Kbps (FRH24)	\$ 550.00, each
Customer Connection at 1152 Kbps (FRH52)	\$ 550.00, each
Subrate T1 Customer Connection at 128 Kbps (FRHS1)	\$ 550.00, each
Subrate T1 Customer Connection at 256 Kbps (FRHS2)	\$ 550.00, each
Subrate T1 Customer Connection at 384 Kbps (FRHS3)	\$ 550.00, each
Subrate T1 Customer Connection at 512 Kbps (FRHS5)	\$ 550.00, each
Subrate T1 Customer Connection at 768 Kbps (FRHS7)	\$ 550.00, each
Subrate T1 Customer Connection at 1152 Kbps (FRHSE)	\$ 550.00, each
Customer Connection at 1.536 Mbps (FRH15)	\$ 550.00, each
MultiLink Customer Connection at 3 Mbps (FRHM3)	\$ 500.00, each
MultiLink Customer Connection at 6 Mbps (FRHM6)	\$ 600.00, each
MultiLink Customer Connection at 9 Mbps (FRHM9)	\$ 800.00, each
MultiLink Customer Connection at 12 Mbps (FRHM2)	\$1,000.00, each
Subrate T3 Customer Connection at 3 Mbps (FRHO3)	\$2,000.00, each
Subrate T3 Customer Connection at 6 Mbps (FRHO6)	\$2,000.00, each
Subrate T3 Customer Connection at 9 Mbps (FRHO9)	\$2,000.00, each
Subrate T3 Customer Connection at 12 Mbps (FRH2M)	\$2,000.00, each
Subrate T3 Customer Connection at 15 Mbps (FRH5M)	\$2,000.00, each
Subrate T3 Customer Connection at 18 Mbps (FRH18)	\$2,000.00, each
Subrate T3 Customer Connection at 21 Mbps (FRH21)	\$2,000.00, each
Subrate T3 Customer Connection at 24 Mbps (FRH4M)	\$2,000.00, each
Subrate T3 Customer Connection at 27 Mbps (FRH27)	\$2,000.00, each
Subrate T3 Customer Connection at 30 Mbps (FRH3O)	\$2,000.00, each
Subrate T3 Customer Connection at 33 Mbps (FRH33)	\$2,000.00, each
Customer Connection at 44.210 Mbps (FRH1O)	\$1,225.00, each
Broadband Line at 56 Kbps (FP156)	\$ 540.00, each
Broadband Line at 64 Kbps (FP164)	\$ 540.00, each
Broadband Line at 1.536 Mbps (FP115)	\$ 555.00, each

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY06-0450-03

Option 1 of 1

Attachment 1

Broadband Line at 44.210 Mbps (FP144)	\$1,000.00, each
Each Additional Standard DLCI (FRVDX)	\$ 27.00, each
Subrate T3 Speed Change Charge (FRHT3)	\$ 500.00, each
Expedite Request Change (FPTER)	\$ 200.00, each
LightGate Basic System, Per System, LightGate® 1 (HFSC7)	\$ 300.00, each
LightGate Basic System, Per System, LightGate® OC-3 (HFSC3)	\$ 700.00, each
Central Office Channel Interface, Per DS1 (1PQE8)	\$ 125.00, each
Customer Channel Interface, Per DS3 (1PQF3)	\$ 125.00, each
MegaLink, first 1/2 mile (1LDPZ)	\$ 300.00, each
MegaLink Interoffice channel, 0-8 miles (1LNO1)	\$ 100.00, each
MegaLink Interoffice channel, 9-25 miles (1LNO2)	\$ 100.00, each
MegaLink Interoffice channel, over miles (1LNO3)	\$ 100.00, each
MegaLink Service, premises visit charge (MGLPV)	\$ 37.00, each
MegaLink Service, service establishment charge (MGLSE)	\$ 575.00, each
Metro Ethernet, Security Card (CNMSC)	\$ 200.00, each
Metro Ethernet CNM Service Establishment Charge (CNMSE)	\$ 250.00, each
Metro Ethernet Subsequent Modification Charge (CNMSM)	\$ 75.00, each
Metro Ethernet, Management Access Interface (CNMWE)	\$ 75.00, each
Metro Ethernet 10 Mbps Basic Connection (MTEBA)	\$1,000.00, each
Metro Ethernet 100 Mbps Basic Connection (MTEBB)	\$1,500.00, each
Metro Ethernet 1 Gbps Basic Connection (MTEBC)	\$2,000.00, each
Metro Ethernet 100 Mbps Dedicated Connection (MTEDB)	\$1,500.00, each
Metro Ethernet 1 Gbps Basic Dedicated (MTEDC)	\$2,000.00, each
Metro Ethernet 10 Mbps Premium Connection, Burst (MTEE3)	\$1,000.00, each
Metro Ethernet 20 Mbps Premium Connection, Burst (MTEE4)	\$1,250.00, each
Metro Ethernet 50 Mbps Premium Connection, Burst (MTEE5)	\$1,250.00, each
Metro Ethernet 100 Mbps Premium Connection, Burst (MTEE6)	\$1,500.00, each
Metro Ethernet 250 Mbps Premium Connection, Burst (MTEE7)	\$1,750.00, each
Metro Ethernet 500 Mbps Premium Connection, Burst (MTEE8)	\$1,750.00, each
Metro Ethernet 10 Mbps Premium Connection, Fixed (MTEP3)	\$1,000.00, each
Metro Ethernet 20 Mbps Premium Connection, Fixed (MTEP4)	\$1,250.00, each
Metro Ethernet 50 Mbps Premium Connection, Fixed (MTEP5)	\$1,250.00, each
Metro Ethernet 100 Mbps Premium Connection, Fixed (MTEP6)	\$1,500.00, each
Metro Ethernet 250 Mbps Premium Connection, Fixed (MTEP7)	\$1,750.00, each
Metro Ethernet 500 Mbps Premium Connection, Fixed (MTEP8)	\$1,750.00, each
Metro Ethernet Q-Forwarding (MTEQF)	\$ 500.00, each
Metro Ethernet Service Reconfiguration (MTESR)	\$ 250.00, each
Contract Preparation Charge (WGGVF)	\$ 342.00

PRIVATE/PROPRIETARY

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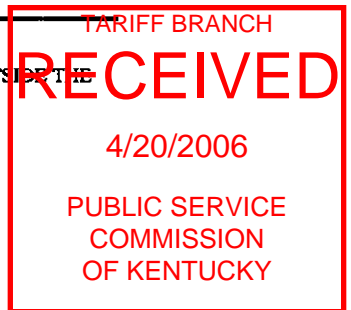
**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY06-0450-03
Option 1 of 1
Attachment 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.

PRIVATE/PROPRIETARY

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY06-1720-02

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

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

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY06-1720-02

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

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

Company

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

Subscriber

BUTLER COUNTY PUBLIC SCHOOLS (KY)
PO BOX 339
MORGANTOWN, KY 42261

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

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**CONTRACT SERVICE ARRANGEMENT
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Case Number KY06-1720-02

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

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY06-1720-02
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: 5/15/2006.

Estimated service interval following acceptance date: Negotiable weeks.

Service description:

This Contract Service Arrangement (CSA) provides BellSouth® Metro Ethernet service.

This Agreement is for sixty (60) months.

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

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

Customer Initials

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number **KY06-1720-02**
Option 2 of 2

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

Accepted by:

Subscriber:
BUTLER COUNTY PUBLIC SCHOOLS (KY)

By: *Jimmy Arnold*
Authorized Signature

Printed Name: Jimmy Arnold

Title: CIO

Date: 2-13-06

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

By: *J Marshall*
Authorized Signature

Printed Name: JIM MARSHALL

Title: MGR - Ky

Date: 2/15/06

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Case Number KY06-1720-02
Option 2 of 2

RATES AND CHARGES

	<u>Rate Elements</u>	<u>Non-Recurring</u>	<u>Monthly Rate</u>	<u>USOC</u>
1	BellSouth® Metro Ethernet Service, 100 Mbps Premium Connection, per connection, Burst Mode	\$.00	\$1,261.00	MTEE6

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RATES AND CHARGES

NOTES:

BellSouth acknowledges that Customer has applied or intends to apply for funding from the Federal Universal Service Fund ("USF") program to help pay for the Services being ordered by Customer under this Order. Provided that Customer has diligently and in good faith applied for, submitted all required forms and information, and performed all other duties and obligations required of Customer in connection with obtaining initial and continuing funding from the USF with respect to the Services, BellSouth agrees that Customer may terminate the Services and this Order at any time upon at least thirty (30) days' written notice to BellSouth, without payment of any early termination charges that would otherwise be due, if (and only if) Customer does not obtain substitute Services from a competitor within one year of any denial of USF funding and

- (i) approval for such funding to Customer under the USF program is not initially awarded or if such funding is not renewed annually;
or
- (ii) the USF becomes depleted or the USF program is changed during the term of this Order such that funding is no longer available to Customer for the Services.

Notwithstanding any failure to obtain USF funding, Customer shall remain fully liable and shall have an obligation to pay, in full, (1) all nonrecurring charges; (2) any costs that may not have been included in the nonrecurring charges which were incurred by the Company to deploy the Services, including any special construction charges, capital costs or other expenses, collectively ("Capital charges"); and (3) any recurring charges for Services rendered prior to termination of the Services as a result of such USF nonfunding. Capital charges may be billed as either nonrecurring charges or as part of the recurring charges and shall become due and payable in full on the later of sixty (60) days after any initial denial of USF funding, or thirty (30) days after billing. Customer's failure to pay in full any of the charges listed in items (1), (2) and (3) above when they are due shall be sufficient cause for denial of all Services and termination of this Agreement. Upon request, Customer shall be obligated to use its best efforts to diligently appeal any initial denial of USF funding; however an appeal shall not relieve the Customer of the obligation to pay all charges as set forth above when they become due.

Customer also warrants and represents that this Agreement is compliant with all applicable USF funding requests and/or funding commitments. Customer shall be liable to Company for all damages to Company of any kind, including reasonable attorneys, fees arising out of the breach of such warranty.

If facilities do not exist, special construction charges may apply.

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Case Number KY06-1720-02
Option 2 of 2

All rules and regulations for BellSouth® Metro Ethernet service found in the tariff are applicable to this CSA.

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

<u>USOC</u>	<u>NONRECURRING CHARGE</u>
WGVF-Contract Preparation Charge	\$ 342.00
MTEE6	\$1,500.00, each

The rates and charges provided via this SSA are valid only if all locations listed are installed for the duration of the Agreement. If fewer or additional locations are desired, this Agreement is not valid.

Registered trademark of BellSouth Intellectual Property Corporation

END OF ARRANGEMENT AGREEMENT OPTION 2

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

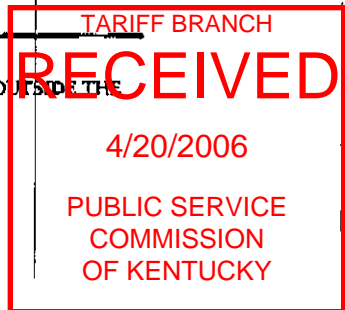
Case Number KY06-0273-00

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

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

PRIVATE/PROPRIETARY

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY06-0273-00

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

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

Company
BellSouth Telecommunications, Inc.
Assistant Vice President
333 Commerce St., 23rd floor
Nashville, TN 37201

Subscriber
Camping World, Inc.
650 Three Springs Rd
Bowling Green, KY 42101

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

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Case Number KY06-0273-00

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY06-0273-00
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: 5/5/2006.

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 Jan

PRIVATE/PROPRIETARY

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

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY06-0273-00
Option 2 of 3

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

Accepted by:

Subscriber:
Camping World, Inc.

By: Todd A. Atch
Authorized Signature

Printed Name: TODD ATCH

Title: VP IT

Date: 2/27/2006

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

By: Chris Martin
Authorized Signature

Printed Name: CHRIS MARTIN

Title: SLS MGR

Date: 2/23/2006

PRIVATE/PROPRIETARY

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY06-0273-00
Option 2 of 3

RATES AND CHARGES

	<u>Rate Elements</u>	<u>Non-Recurring</u>	<u>Monthly Rate</u>	<u>USO</u>
1	BellSouth® Primary Rate ISDN Access Line, each	\$.00	\$130.00	1LDI
2	BellSouth® Primary Rate ISDN Interface, each - Voice/Data (Standard)	\$.00	\$375.00	PR71
3	BellSouth® Primary Rate ISDN B-Channels, each - Voice/Data (Standard)	\$.00	\$8.00	PR7B
4	Telephone Numbers for Flat Rate BellSouth® Primary Rate ISDN Voice/Data (Standard) - Per telephone number requested inward and 2-way	\$.00	\$0.20	PR7T
5	BellSouth® Primary Rate ISDN, Calling Name Delivery Feature - Per Primary Rate Interface	\$.00	\$75.00	PR7C

PRIVATE/PROPRIETARY

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Page 6 of 7

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY06-0273-00
Option 2 of 3

RATES AND CHARGES

NOTES:

1. All applicable rates and regulations for BellSouth® Primary Rate ISDN as set forth in the General Subscriber Services Tariff are in addition to the rates and regulations contained in this Contract Service Arrangement with the exception that volume discounts as outlined in the tariff do not apply.
2. A Termination Liability Charge is applicable if service is terminated prior to expiration of this Agreement. The applicable charge is dependent on the service period subscribed to and will be equal to the number of months remaining in the service period times the monthly rate provided under this Agreement.
3. The following nonrecurring charges will not apply upon initial installation. However, if all or any part of the service is disconnected prior to the expiration of this Agreement, then the Subscriber will pay full nonrecurring charges as identified below in addition to applicable termination liability charges:

PRI Access Line	1LD1E	\$875.00 each
PRI Interface, Voice/Data (Standard)	PR71V	\$110.00 each
PRI B-Channels, Voice/Data (Standard)	PR7HV	\$ 5.00 each

Furthermore, if Customer disconnects all service offered on this Agreement, then a Contract Preparation Charge applies in the amount of \$301.00 in addition to applicable termination liability charges.

4. Apply five End User Common Line Charges for each PRI Interface.
5. Other rate elements used in the provision of the service may not have been listed herein, but can be found in the appropriate BellSouth tariff.

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

END OF ARRANGEMENT AGREEMENT OPTION 2

PRIVATE/PROPRIETARY

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 KY06-0788-00

This Contract Service Arrangement (CSA) Agreement ("Agreement") is by and between BellSouth Telecommunications, Inc., a Georgia corporation, d/b/a BellSouth, ("Company") and BOWLING GREEN CITY OF ("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
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Page 1 of 8

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY06-0788-00

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

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

Company

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

Subscriber

BOWLING GREEN CITY OF
ATTN PURCHASNG OFC PO BOX 1180
BOWLING GREEN, KY 42102

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

PRIVATE/PROPRIETARY

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY06-0788-00

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

PRIVATE/PROPRIETARY

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY06-0788-00
Option 1 of 1

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

Offer Expiration: This offer shall expire on: 5/17/2006.

Estimated service interval following acceptance date: Negotiable weeks.

Service description:

This Contract Service Arrangement provides rates and charges for BellSouth® Contrex service served from a SESS central office.

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

®BellSouth is a registered trademark of BellSouth Intellectual Property Corporation.

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

Customer Initials BJC

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY06-0788-00
Option 1 of 1

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

Accepted by:

Subscriber:
BOWLING GREEN CITY OF

By: *Bobbi Jo Rice*
Authorized Signature

Printed Name: Bobbi Jo Rice

Title: City Central Coordinator

Date: 2/22/06

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

By: *Jim Marshall*
Authorized Signature

Printed Name: JIM MARSHALL

Title: MSR - Ky

Date: 2/22/06

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY06-0788-00
Option 1 of 1

RATES AND CHARGES

	<u>Rate Elements</u>	<u>Non-Recurring</u>	<u>Monthly Rate</u>	<u>USOC</u>
1	BellSouth® Centrex service, Payment Plan 5, Standard common equipment, each	\$.00	\$85.00	MIACS
2	BellSouth® Centrex service, Payment Plan 5, Common equipment customized by the Company at the subscriber's request, each	\$.00	\$85.00	MIACC
3	BellSouth® Centrex service, Standard Features, per station line, each	\$.00	\$3.95	CENAA
4	BellSouth® Centrex service, Payment Plan 5, Station Links, Flat Rate, each	\$.00	\$6.50	M4LFA
5	BellSouth® Centrex service, Payment Plan 5, Station Links for 800 Service Termination, Flat Rate, each	\$.00	\$6.50	M4LFB
6	BellSouth® Centrex service, Payment Plan 5, Station Links Equipped with Caller ID, Flat Rate, each	\$.00	\$6.50	M4LFH
7	BellSouth® Centrex service, Payment Plan 5, Station Links for Provision in a Different Serving Wire Center, Flat Rate, each	\$.00	\$6.50	M4LFM
8	BellSouth® Centrex service, Payment Plan 5, Station Links for Provision in a Different Serving Wire Center for 800 service Termination, Flat Rate, each	\$.00	\$6.50	M4LFZ
9	BellSouth® Centrex service, Payment Plan 5, Station Links Termination on MegaLink® service, LightGate® service, or Equivalent Services, Flat Rate, each	\$.00	\$.00	M4LF9
10	BellSouth® Centrex service, Payment Plan 5, Station Links Termination on MegaLink® service, LightGate® service, or Equivalent Services for 800 service Termination, Flat Rate, each	\$.00	\$.00	M4LF2
11	BellSouth® Centrex service, Payment Plan 5, Bridged Links, located on different	\$.00	\$6.50	M1FNX

PRIVATE/PROPRIETARY

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY06-0788-00
Option 1 of 1

RATES AND CHARGES

	premises from station link on non-continuous property, each			
12	BellSouth® Centrex service, Payment Plan 5, Bridged Links, located on different premises from station link on same continuous property, each	\$.00	\$6.50	MIFCX
13	BellSouth® Centrex service, Payment Plan 5, Extended Bridged Links, extended to different premises, different serving wire center, each	\$.00	\$6.50	MIFEX
14	BellSouth® Centrex service, Network Access Register (NAR) Package, per NAR, Both-way, Flat Rate	\$.00	\$21.50	M9QCX
15	BellSouth® Centrex service, Network Access Register (NAR) Package, per NAR, One-way Inward, Flat Rate	\$.00	\$21.50	M9QIX
16	BellSouth® Centrex service, Network Access Register (NAR) Package, per NAR, One-way Outward, Flat Rate	\$.00	\$21.50	M9QOX
17	Grouping Service, Business, per NAR made rotary	\$.00	\$.00	HTG

PRIVATE/PROPRIETARY

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY06-0788-00

Option 1 of 1

RATES AND CHARGES**NOTES:**

1. Other rate elements used in the provision of this service may not be listed herein, however, can be found in the appropriate BellSouth Tariffs.
2. This Agreement is based on a weighted average loop length of .1147 miles. If the weighted average loop length exceeds 1.2 miles the Agreement will be subject to review and re-negotiation.
3. Payment Plan designation is for provisioning purposes only.
4. The appropriate tariff notes associated with each rate element apply as specified in the GSST.

5. The following non-recurring charges will not apply for stations added initially and subsequent to the initial installation. However, if the BellSouth® Centrex system is disconnected prior to the expiration of the C.S.A., then the Subscriber will pay full non-recurring charges as identified below. The Customer is not liable for nonrecurring charges waived prior to the term of this Agreement. These charges are in addition to any applicable termination liability charges:

Contract Preparation Charge (single charge)	\$342.00
BellSouth® Centrex features (USOC CENAA), each	\$ 19.50
Standard Common Equipment (USOC MIACS), each, or	\$600.00
Customized Common Equipment (USOC MIACC) each	\$750.00
Line Connection, first	\$ 73.00
Line Connection, Additional	\$ 22.00

®BellSouth is a registered trademark of BellSouth Intellectual Property Corporation.

END OF ARRANGEMENT AGREEMENT OPTION 1

PRIVATE/PROPRIETARY

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Page 8 of 8



**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

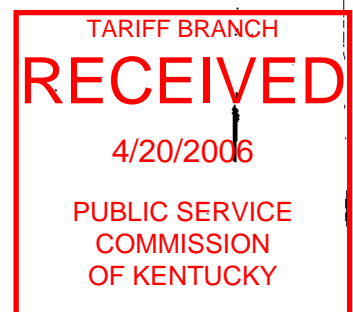
Case Number KY06-3307-00

This Contract Service Arrangement (CSA) Agreement ("Agreement") is by and between BellSouth Telecommunications, Inc., a Georgia corporation, d/b/a BellSouth, ("Company") and Clarke Power Services Inc. ("Customer or Subscriber"), and is entered into pursuant to Title Section A3 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 tariff 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 non-recurring 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 A3 of the General Subscriber Services Tariff and No. 3 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 non-recurring charges that were not applied upon installation as set forth in this Agreement.

PRIVILEGE/CONFIDENTIAL

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



Nov. 23. 2001 1:19AM

No-1081 P. 3

**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY06-3307-00

(b) Subscriber further acknowledges that it has options for its telecommunication 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 which all notices or other documents required under this Agreement must be sent at any time by giving written notice to the other party.

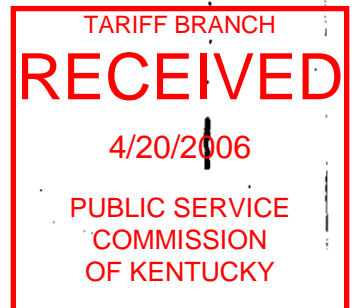
Company
BellSouth Telecommunications, Inc.
Assistant Vice President
1025 Lamar Park Blvd.
Atlanta, GA 30319

Subscriber
Clarke Power Services Inc.
3135 N. Kemper Rd
Cincinnati, OH 452411916

- 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, constitutes 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 deteriorated, 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 Company.
- 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 LOANED OR ENCLOSED OUTSIDE THE BELL SOUTH COMPANY'S EXCEPT PURSUANT TO A WRITTEN AGREEMENT.



03/07/2006 16:50

NO.179 004

02/27/2006 16:35 MTCI + 917846768768

NO.489 084

Nov.23. 2001 1:10AM

No.1081 P. 1

**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY06-3307-00

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

PRIVATE/PROPRIETARY

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

Page 1 of 1

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Nov. 23. 2001 1:18AM

No. 1081 P. 5

**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY06-5307-00

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: 6/22/2006.

Estimated service interval following acceptance date: Negotiable work.

Service description:

This Contract Service Arrangement (CSA) provides for BellSouth's Primary Rate ISDN - Voice/Data (Bridged) 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 MS

PRIVATE/CONFIDENTIAL

CONTAINS PRIVATE AND/OR PROPRIETARY INFORMATION. MAY NOT BE USED OR DISCLOSED OUTSIDE THE BELL SOUTHWEST COMPANY'S EXCEPT PURSUANT TO A WRITTEN AGREEMENT.

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Nov. 23. 2001 1:20AM

No. 1081 P. 6

**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY04-3307-00
Option 2 of 3

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

Accepted by:

Customer:
Clarke Power Services Inc.

By: Mark A. Briskman
Authorized Signature

Printed Name: Mark A. Briskman

Title: Director of IT

Date: 2/23/06

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

By: [Signature]
Authorized Signature

Printed Name: Stephen Adams

Title: Sales Mgr.

Date: 3-7-06

PRIVATE/PROPRIETARY

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

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY06-3307-00
Option 2 of 3

RATES AND CHARGES

	Rate Element	Non-Recurring	Monthly Rate	USOC
1	BellSouth® Primary Rate ISDN Access Line, each	\$3.00	\$130.00	1LD1E
2	BellSouth® Primary Rate ISDN Interface, each - Voice/Data (Standard)	\$3.00	\$375.00	FR71V
3	BellSouth® Primary Rate ISDN B-Channel, each - Voice/Data (Standard)	\$3.00	\$8.00	FR7BV
4	Telephone Number for Flat Rate BellSouth® Primary Rate ISDN Voice/Data (Standard) - Per telephone number requested toward and 2-way	\$3.00	\$0.20	FR71F
5	BellSouth® Primary Rate ISDN, Calling Name Delivery Feature - Per Primary Rate Interface	\$3.00	\$75.00	FR7CN

PRIVATE/PROPRIETARY

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Nov. 23. 2001 1:20AM

No. 1001 P. 8

**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY06-1307-00
Option 2 of 3

RATES AND CHARGES

NOTES:

1. All applicable rates and regulations for BellSouth® Primary Rate LTRN as set forth in the General Subscriber Service 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 accounting 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 accounting charges as identified below in addition to applicable termination liability charges:

FRI Access Line	ILD1R	\$875.00 each
FRI Interface, Voice/Data (Standard)	FR71V	\$110.00 each
FRI B-Channel, Voice/Data (Standard)	FR7BV	\$ 5.00 each

Furthermore, if Customer disconnects all services offered on this Agreement, then a Connect Preparation Charge applies in the amount of \$510.00 in addition to applicable termination liability charges.

4. Apply five End User Common Line Charges for each FRI interface.
5. Other rate elements used in the provision of the service may not have been listed herein, but can be found in the appropriate BellSouth tariff.

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

END OF ARRANGEMENT AGREEMENT OPTION 2

PRIVATE/PROPRIETARY

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**ADDENDUM
AGREEMENT**

Case Number KY06-2530-00

THE UNDERSIGNED PARTIES, BellSouth Telecommunications, Inc., a Georgia corporation, d/b/a BellSouth, ("Company") and Commonwealth's Office of Technology ("Customer or Subscriber"), hereby agree, as acknowledged by their appropriate signatures as set out below, to amend and change Contract Service Arrangement (CSA) Agreement KY04-3567-02. This Addendum Agreement is based upon the following terms and conditions as well as any Attachment(s) affixed and the appropriate lawfully filed and approved tariffs which are by this reference incorporated herein

Offer Expiration: This offer shall expire on: 6/14/2006.

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

PRIVATE/PROPRIETARY

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Page 1 of 6

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**ADDENDUM
AGREEMENT**

Case Number KY06-2530-00

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

Accepted by:

Subscriber:
Commonwealth's Office of Technology

By: *James E. Barnhart*
Authorized Signature

Printed Name: James E. Barnhart

Title: Deputy Executive Director

Date: 3/16/06

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

By: *John C. Ross*
Authorized Signature

Printed Name: JOHN C. ROSS

Title: AVP

Date: 3/17/2006

PRIVATE PROPRIETARY

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Page 2 of 6

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**ADDENDUM
AGREEMENT**

Case Number KY06-2530-00
Option 1 of 1

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

Service description:

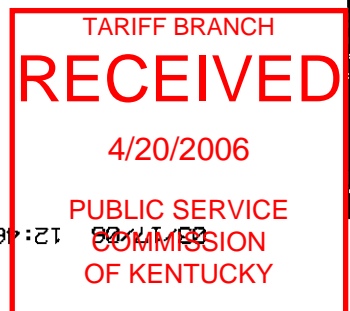
This Addendum Agreement extends the term of the Agreement an additional twenty-four (24) months from the Company date of acceptance of this Addendum Agreement.

All terms and conditions of Contract Service Arrangement Agreement KY04-3567-02 apply to this Addendum Agreement unless modified herein.

PRIVATE PROPRIETARY

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

Page 3 of 6



**ADDENDUM
AGREEMENT**

Case Number KY06-2530-00
Option 1 of 1

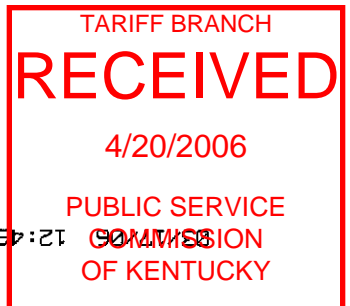
RATES AND CHARGES

	<u>Rate Elements</u>	<u>Non-Recurring</u>	<u>Monthly Rate</u>	<u>USOC</u>
1	Flat Rate Main Station Line Service, Business, All Rate Groups -Per line (Addendum to KY04-3567-02. Change Monthly Rate only.)	\$0.00	\$26.66	1FB
2	Flat Rate Main Station Line Service, Business-Caller ID compatible, All Rate Groups -Per line (Caller ID feature must be ordered separately.) (Addendum to KY04-3567-02. Change Monthly Rate only.)	\$0.00	\$26.66	1FBCL

PRIVATE/PROPRIETARY

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BELL SOUTH COMPANIES EXCEPT PURSUANT TO A WRITTEN AGREEMENT.

Page 4 of 6



**ADDENDUM
AGREEMENT**

Case Number KY06-2530-00
Option 1 of 1

RATES AND CHARGES

NOTES:

The 'NOTES' section of the 'RATES AND CHARGES' pages of Contract Service Arrangement Agreement KY04-3567-02 is replaced in its entirety with the following:

1. All rules and regulations for Basic Local Exchange Service from Section A3 of the General Subscriber Services Tariff (GSST) are applicable to this Agreement. The rate elements included herein have been specifically discounted. Other rate elements used in the provision of the service have not been listed, but may be found in the appropriate Company tariff. Examples of other rate elements are: FCC surcharges, regulatory fees, taxes, or charges for features ordered that are not listed in the Agreement.
2. Unless otherwise specified in this Agreement, Service Connection Charges as specified in Section A4 of the GSST will apply.
3. This CSA and the rates set forth herein apply to Orders for the purchase of Business Lines from BellSouth Telecommunications, Inc. (BST) that are reported as regulated services by DST in accordance with the FCC's Part 32 'Uniform System of Accounts'.
4. The rates set forth in this Agreement are based upon the Subscriber purchasing from Company a quantity of two thousand eight hundred eighty (2,880) flat rate Business Lines throughout the BellSouth region ("Minimum Quantity Requirement") within three (3) months of execution of this Agreement and maintaining this Minimum Quantity Requirement throughout the term of this Agreement. The Subscriber's total quantity of flat rate Business Lines will be reviewed by the Company on the three (3) month anniversary date of the signing of this Agreement and no less than annually on the anniversary date of the signing of this Agreement to determine if the Minimum Quantity Requirement has been met and is being maintained. Failure on the part of the Company to perform this review shall not be considered a waiver of this provision. Should the Minimum Quantity Requirement not be attained within the time period specified, or if it is not maintained at any time after the three (3) month anniversary date, then Customer shall be responsible for the Commitment Shortfall. The "Commitment Shortfall" shall be equal to the number of Business Lines below the Minimum Quantity Requirement times the rates set forth in this Agreement. In addition, the Subscriber will be charged all nonrecurring charges that were waived at installation of each Business Line that falls below the Minimum Quantity Requirement, as identified below:

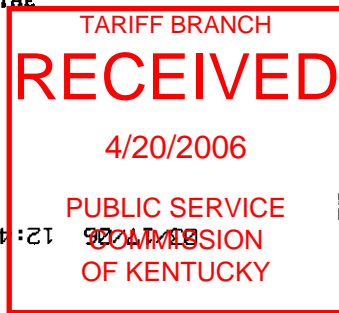
Line Connection Charge, First Line	\$73.00 each
Line Connection Charge, Additional Lines	\$22.00 each

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

5. Customer may request a recalculation of the composite rate and reduction in the rate if the recalculation results in a rate that is more than 5% below the current rate.
6. Subscriber may upgrade to a higher BellSouth technology, with no termination liability with the following limitations and requirements:
 - a) The new service must be at a higher access speed than the existing service access speed.
 - b) The Subscriber must be migrating to another advanced, regulated service provided by BellSouth.
 - c) The quantity of the advanced service access ports must be equivalent to or greater than the existing service access port quantity.

PRIVATE/PROPRIETARY

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**ADDENDUM
AGREEMENT**

Case Number KY06-2530-00
Option 1 of 1

d) The new contract created by this technology upgrade must be a.) for a term of twelve (12) months or longer, or b.) must exceed the remaining unexpired term of the existing, to be replaced, services contract.

e) There shall be no lapse of time between the incumbent service and the new upgrade technology service. Service shall be consistent and continuous. The location of the upgrade service must be the same as the existing to be replaced service.

f) The complete Service Period for the existing service being upgraded is twelve (12) months.

Subject to all applicable regulatory requirements, the minimum quantity requirement may be recalculated to accommodate any upgrades in service, including but not limited to Upgrades from business line service to Centrex stations, Centrex PRI and PRI service.

- 7. When service is being provided and funding to the governmental entity for such service becomes unavailable, the governmental entity may cancel the service without additional payment obligation. In such a case, the minimum quantity requirement may be recalculated.

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

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

END OF ARRANGEMENT AGREEMENT OPTION 1

PRIVATE/PROPRIETARY

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MAR. 13. 2006 10:44AM

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NO. 8313 P. 2

**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY06-3302-00

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

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

PRIVATE/PROPRIETARY

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Page 1 of 7

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY06-3302-00

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

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

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

Subscriber
Continental Mills Inc
100 Krusteez Way
Hopkinsville, KY 42240

* NOTICES TO:
Continental Mills
P.O. Box 82176
Seattle, WA 98138

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

PRIVATE/PROPRIETARY

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY06-3302-00

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

PRIVATE/PROPRIETARY

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Page 3 of 7



**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY06-3302-00
Option 1 of 1

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

Offer Expiration: This offer shall expire on: 6/2/2006.

Estimated service interval following acceptance date: Negotiable weeks.

Service description:

This Contract Service Arrangement (CSA) provides for MegaLink® service.

This Agreement is for twenty-four (24) months.

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

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

Customer Initials NDL

PRIVATE/PROPRIETARY

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MAR. 13. 2006 10:45AM

CM CORPORATE

NO. 8313 P. 6

**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY06-3302-00

Option 1 of 1

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

Accepted by:

Subscriber:
Continental Mills Inc

By: *Michael D. Castle*
Authorized Signature

Printed Name: Michael D. Castle

Title: SR VP / CFO

Date: 3/16/06

Company:
BellSouth Telecommunications, Inc.

By: BellSouth Telecommunications, Inc.
By: *Lena Jurenska*
Authorized Signature

Printed Name: Lena Jurenska

Title: SM

Date: 3/16/04

PRIVATE/PROPRIETARY

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY06-3302-00
Option 1 of 1

RATES AND CHARGES

	<u>Rate Elements</u>	<u>Non-Recurring</u>	<u>Monthly Rate</u>	<u>USOC</u>
1	MegaLink® Service Establishment Charge, per entire MegaLink®	\$.00	\$.00	MGLSE
2	MegaLink® service, Digital Local Channel, first 1/2 mile	\$.00	\$75.00	1LDPZ
3	MegaLink® service, Digital Local Channel, each additional 1/2 mile	\$.00	\$10.00	1LDPA
4	Interoffice Channel, each channel 9-25 miles, fixed component	\$.00	\$65.00	1LNO2
5	Interoffice Channel, each channel 9-25 miles, each airline mile or fraction thereof	\$.00	\$12.50	1LNOB
6	Clear channel capability, extended superframe format, at initial installation	\$.00	\$.00	CCOEF
7	MegaLink® service, premises visit, per visit	\$.00	\$.00	MGLPV

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY06-3302-00
Option 1 of 1

RATES AND CHARGES

NOTES:

All applicable rates and regulations for this service as set forth in the Private Line Services Tariff and the General Subscriber Service Tariff are in addition to the rates and regulations contained in this CSA.

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.

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

<u>USOC</u>	<u>NONRECURRING CHARGE</u>
WGGVF-Contract Preparation Charge	\$342.00
MGLSE	\$600.00, each
1LDPZ	\$300.00, each
1LNO2	\$125.00, each
MGLPV	\$ 35.00, each

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

END OF ARRANGEMENT AGREEMENT OPTION 1

SEE ATTACHED QUOTE NUMBER: BB8050706114411

PRIVATE/PROPRIETARY

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



**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-6916-04

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

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

PRIVATE/PROPRIETARY

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

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-6916-04

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

8. This Agreement shall be construed in accordance with the laws of the State 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
2180 Lake Blvd., 11th Floor
Atlanta, GA 30319

Subscriber

Dept. of Veterans Affairs c/o Standard Communications, Inc.
Standard Communications, Inc. 5402 Leeds Manor Rd
Hume, VA 22639

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.

Page 2 of 7

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-6916-04

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

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Case Number KY05-6916-04
Option 1 of 1

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

Offer Expiration: This offer shall expire on: 4/30/2006.

Estimated service interval following acceptance date: Negotiable weeks.

Service description:

This Contract Service Arrangement (CSA) provides BellSouth® Metro Ethernet service.

This Agreement provides for a thirty-seven (37) to sixty (60) month service period.

The service period for this Agreement is 55 months.

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

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

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Case Number KY05-6916-04
Option 1 of 1

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

Accepted by:

Subscriber:
Dept. of Veterans Affairs c/o Standard Communications, Inc.

By: _____
Authorized Signature

Printed Name: _____

Title: _____

Date: _____

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

By: _____
Authorized Signature

Printed Name: CYNTHIA D. ROUSSEAU

Title: CONTRACT MGR

Date: 3/22/06

*David A. Page
AVP Ad Sales*

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Case Number KY05-6916-04
Option 1 of 1

RATES AND CHARGES

	<u>Rate Elements</u>	<u>Non-Recurring</u>	<u>Monthly Rate</u>	<u>USOC</u>
1	BellSouth® Metro Ethernet Service, 10 Mbps Premium Connection, per connection, Fixed Mode	\$0.00	\$810.00	MTEP3
2	BellSouth® Metro Ethernet Service, 100 Mbps Premium Connection, per connection, Fixed Mode	\$0.00	\$1,620.00	MTEP6
3	BellSouth® Metro Ethernet Service, 100 Mbps Premium Connection, per connection, Burst Mode	\$0.00	\$1,940.00	MTEE6
4	BellSouth® Metro Ethernet Service, Basic, Premium & Dedicated Arrangements, greater than 25 through 35 miles, per 100 Mbps through 250 Mbps connection	\$0.00	\$380.00	MTEMF
5	Customer Network Management, Secure ID Card, each	\$0.00	\$0.00	CNMSC
6	Customer Network Management, Performance Reporting, Service Establishment Charge	\$0.00	\$0.00	CNMSE
7	Customer Network Management, Web Access Interface	\$0.00	\$0.00	CNMWE
8	Customer Network Management, Management Access Interface, Web Interface, first	\$0.00	\$0.00	CNMWF
9	Customer Network Management, Metro Ethernet Reporting, per Metro Ethernet Custom	\$0.00	\$0.00	CNMME

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**CONTRACT SERVICE ARRANGEMENT
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Case Number KY05-6916-04
Option 1 of 1

RATES AND CHARGES

NOTES:

The Subscriber is liable for the revenues to the Company for the full term of this Agreement. If the Subscriber disconnects early, two payment options are available:

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

If facilities do not exist, special construction charges may apply.

All rules and regulations found in the BellSouth® Metro Ethernet tariff are applicable to this CSA.

These rates and charges are only valid if the Customer is served from a central office equipped for BellSouth® Metro Ethernet service, or can be extended to a central office equipped for BellSouth® Metro Ethernet service.

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

<u>USOC</u>	<u>NONRECURRING CHARGE</u>
WGGVF-Contract Preparation Charge	\$ 277.00
MTEP3	\$1,000.00, each
MTEP6	\$1,500.00, each
MTEE6	\$1,500.00, each
CNMSC	\$ 200.00, each
CNMSE	\$ 250.00, each
CNMWE	\$ 75.00, each

Registered trademark of BellSouth Intellectual Property Corporation

END OF ARRANGEMENT AGREEMENT OPTION 1

PRIVATE/PROPRIETARY

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PURCHASE ORDER

Standard Communications, Inc.

"A Service Disabled Veteran Owned Business"

P.O. Box 173
Hume, VA 22639
703-426-1955 (office)
703-426-1956 (fax)
EIN 54-2022158



Standard Communications Inc.
"The Standard for Excellence"

Vendor/Name:	Bell South Corporation	Purchase Order No.:	SCI-06-03-01 Rev 1
Address:	2180 Lake Blvd Suite 11B33 Atlanta, GA 30319	Type:	Fixed Unit Price
Vendor Tax ID:		Date:	March 2, 2006
Vendor POC:	Ms. Gloria Covington	Government PO No.:	603-C60267
Telephone:	404-829-8835	Government Contract No.:	GS35F0648N
E-mail:	gloria.covington@bellsouth.com	Performance Period:	3/1/2006 - 9/30/2006
Fax:	404-829-8810	FOB Point:	Destination

NOTES

- Option Year 1** Period of Performance: 1 Oct 2006 - 30 Sep 2007 shall be exercised at current negotiated unit pricing pending federal funding.
- Option Year 2** Period of Performance: 1 Oct 2007 - 30 Sep 2008 shall be exercised at current negotiated unit pricing pending federal funding.
- Option Year 3** Period of Performance: 1 Oct 2008 - 30 Sep 2009 shall be exercised at current negotiated unit pricing pending federal funding.
- Option Year 4** Period of Performance: 1 Oct 2009 - 30 Sep 2010 shall be exercised at current negotiated unit pricing pending federal funding.

In event of conflict if the terms and conditions of this order, the following order of precedence shall be followed.


1. GSA Schedule GS-35F-0648N
2. VA Contract V249P-0988
3. Requisition 603-06-2-1464-0006/C60267
4. SCI PO - SCI-06-03-01 Rev 1
5. Bell South Quote BBS050324153300
6. Bell South CSA KY05-6916-04AA

Authorized
March 3, 2006

Accepted

Date

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PURCHASE ORDER					
Standard Communications, Inc. <i>"A Service Disabled Veteran Owned Business"</i> P.O. Box 173 Hume, VA 22639 703-426-1955 (office) 703-426-1956 (fax) EIN 54-2022158			 Standard Communications Inc. <i>"The Standard for Excellence"</i>		
Vendor/Name: Bell South Corporation Address: 2180 Lake Blvd Suite 11H33 Atlanta, GA 30319 Vendor Tax ID: Vendor POC: Ms. Gloria Covington Telephone: 404-829-8835 E-mail: gloria.covington@bellsouth.com Fax: 404-829-8810		Purchase Order No.: SCI-06-03-01 Rev 1 Type: Fixed Unit Price Date: March 2, 2006 Government PO No.: 603-C60267 Government Contract No.: GS35F0648N Performance Period: 3/1/2006 - 9/30/2006 FOB Point: Destination			
Service Item	Description	Quantity	Unit	Unit Price	Amount
1	ME008445, LSVLKYAP45W, 100 Burst	7	month	1,920.00	13,440.00
2	ME008446, LSVLKYAP45W, 10 Fixed	7	month	810.00	5,670.00
3	ME008447, LSVLKYAP45W, 10 Fixed	7	month	810.00	5,670.00
4	ME008448, LSVLKYAP45W, 10 Fixed	7	month	810.00	5,670.00
5	ME009151, LSVLKYAP45W, 100 Fixed	7	month	2,000.00	14,000.00
6	ME009153, LSVLKYAP45W, 100 Fixed	7	month	1,620.00	11,340.00
7	Taxes/Surcharges - 3% (maximum) school tax	7	month	239.10	1,673.70
8	Taxes/Surcharges - \$1 (maximum per circuit) per month	7	month	6.00	42.00
P.O. Based on Current Funding >>>>>					57,505.70
NOTES All items shall be delivered in accordance with Government Contract V249P-0988 (attached). All items shall be delivered in accordance with Government Order 603-C60267 (attached). All deliveries shall be in accordance with Ts&Cs of Contract GS35F0648N which can be found at www.stdc.com. All invoices shall be delivered to Standard Communications, Inc., electronically, via in Adobe Acrobat PDF format. Invoices shall be submitted electronically to bob.walzenegger@stdc.com. Payment will be made within three business days of the receipt of funds from the Government.					
_____ Authorized March 3, 2006			_____ Accepted _____ Date		

ST-101 Rev 06/01

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 OF KENTUCKY

**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY06-3764-00

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

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

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY06-3764-00

(h) 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, Suite 300
Louisville, KY 40222

Subscriber
FARMERS CAPITOL BANK CORPORATION
CAPITL TRUST CO PO BOX 309
FRANKFORT, KY 40501

- 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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Case Number KY06-3764-00

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 KY06-3764-00
Option 1 of 1

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

Offer Expiration: This offer shall expire on: 7/2/2006.

Estimated service interval following acceptance date: Negotiable weeks.

Service description:

Contract Service Arrangement to provide rates and charges for BellSouth® Centrex service served from a DMS central office.

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

®BellSouth is a registered trademark of BellSouth Intellectual Property Corporation.

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

Customer Initials JA

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY06-3764-00
Option 1 of 1

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

Accepted by:

Subscriber:
FARMERS CAPITOL BANK CORPORATION

By: James Palmer
Authorized Signature

Printed Name: JAMES F. PALMER

Title: CIO, FCB SERVICES, INC

Date: 27 MAR 06

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

By: [Signature]
Authorized Signature

Printed Name: [Signature]

Title: [Signature]

Date: 3/27/06

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY06-3764-00
Option 1 of 1

RATES AND CHARGES

	Rate Elements	Non-Recurring	Monthly Rate	USOC
1	BellSouth® Centrex service, Payment Plan 1, Standard common equipment, each	\$0.00	\$85.00	M1ACS
2	BellSouth® Centrex service, Payment Plan 1, Common equipment customized by the Company at the subscriber's request, each	\$0.00	\$85.00	M1ACC
3	BellSouth® Centrex service, Standard Features, per station line, each	\$0.00	\$3.95	CENAA
4	BellSouth® Centrex service, Payment Plan 1, Station Links, Flat Rate, each	\$0.00	\$12.70	M4LFA
5	BellSouth® Centrex service, Payment Plan 1, Station Links for 800 Service Termination, Flat Rate, each	\$0.00	\$12.70	M4LFB
6	BellSouth® Centrex service, Payment Plan 1, Station Links Terminated on Electronic Business Sets/PSET (DMS-100 only), Flat Rate, each	\$0.00	\$12.70	M4LFC
7	BellSouth® Centrex service, Payment Plan 1, Station Links Terminated on Electronic Business Sets/M5009 (DMS-100 only), Flat Rate, each	\$0.00	\$12.70	M4LFD
8	BellSouth® Centrex service, Payment Plan 1, Station Links Terminated on Electronic Business Sets/M5209 (DMS-100 only), Flat Rate, each	\$0.00	\$12.70	M4LFE
9	BellSouth® Centrex service, Payment Plan 1, Station Links Terminated on Electronic Business Sets/M5112 (DMS-100 only), Flat Rate, each	\$0.00	\$12.70	M4LFF
10	BellSouth® Centrex service, Payment Plan 1, Station Links Terminated on Electronic Business Sets/M5312 (DMS-100 only), Flat Rate, each	\$0.00	\$12.70	M4LFG
11	BellSouth® Centrex service, Payment Plan 1, Station Links Terminated on	\$0.00	\$12.70	M4LFT

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Case Number KY06-3764-00
Option 1 of 1

RATES AND CHARGES

	Electronic Business Sets/M5008 (DMS-100 only), Flat Rate, each			
12	BellSouth® Centrex service, Payment Plan 1, Station Links Terminated on Electronic Business Sets/M5208 (DMS-100 only), Flat Rate, each	\$0.00	\$12.70	M4LPU
13	BellSouth® Centrex service, Payment Plan 1, Station Links Terminated on Electronic Business Sets/M5216 (DMS-100 only), Flat Rate, each	\$0.00	\$12.70	M4LPV
14	BellSouth® Centrex service, Payment Plan 1, Station Links Terminated on Electronic Business Sets/M5316 (DMS-100 only), Flat Rate, each	\$0.00	\$12.70	M4LF3
15	BellSouth® Centrex service, Payment Plan 1, Station Links Equipped with Caller ID, Flat Rate, each	\$0.00	\$12.70	M4LFH
16	BellSouth® Centrex service, Payment Plan 1, Station Links Equipped with Caller ID and Message Waiting Lamp Indication (DMS-100 only), Flat Rate, each	\$0.00	\$12.70	M4LFW
17	BellSouth® Centrex service, Payment Plan 1, Station Links Equipped for Message Waiting Lamp Indication (DMS-100 only), Flat Rate, each	\$0.00	\$12.70	M4LFT
18	BellSouth® Centrex service, Payment Plan 1, Station Links for Provision in a Different Serving Wire Center, Flat Rate, each	\$0.00	\$12.70	M4LFM
19	BellSouth® Centrex service, Payment Plan 1, Station Links for Provision in a Different Serving Wire Center for Electronic Business Sets/PSET (DMS-100 only), Flat Rate, each	\$0.00	\$12.70	M4LFO
20	BellSouth® Centrex service, Payment Plan 1, Station Links for Provision in a Different Serving Wire Center for Electronic Business Sets/M5009 (DMS-100 only), Flat Rate, each	\$0.00	\$12.70	M4LFP
21	BellSouth® Centrex service, Payment Plan 1, Station Links for Provision in a Different Serving Wire Center for Electronic Business Sets/M5209 (DMS-100 only), Flat Rate, each	\$0.00	\$12.70	M4LFQ

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**CONTRACT SERVICE ARRANGEMENT
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Case Number KY06-3764-00
Option 1 of 1

RATES AND CHARGES

22	BellSouth® Centrex service, Payment Plan 1, Station Links for Provision in a Different Serving Wire Center for Electronic Business Sets/M5112 (DMS-100 only), Flat Rate, each	\$.00	\$12.70	M4LFR
23	BellSouth® Centrex service, Payment Plan 1, Station Links for Provision in a Different Serving Wire Center for Electronic Business Sets/M5312 (DMS-100 only), Flat Rate, each	\$.00	\$12.70	M4LFS
24	BellSouth® Centrex service, Payment Plan 1, Station Links for Provision in a Different Serving Wire Center for Electronic Business Sets/M5008 (DMS-100 only), Flat Rate, each	\$.00	\$12.70	M4LF4
25	BellSouth® Centrex service, Payment Plan 1, Station Links for Provision in a Different Serving Wire Center for Electronic Business Sets/M5208 (DMS-100 only), Flat Rate, each	\$.00	\$12.70	M4LF5
26	BellSouth® Centrex service, Payment Plan 1, Station Links for Provision in a Different Serving Wire Center for Electronic Business Sets/M5216 (DMS-100 only), Flat Rate, each	\$.00	\$12.70	M4LF6
27	BellSouth® Centrex service, Payment Plan 1, Station Links for Provision in a Different Serving Wire Center for Electronic Business Sets/M5316 (DMS-100 only), Flat Rate, each	\$.00	\$12.70	M4LF7
28	BellSouth® Centrex service, Payment Plan 1, Station Links for Provision in a Different Serving Wire Center for 800 service Termination, Flat Rate, each	\$.00	\$12.70	M4LFZ
29	BellSouth® Centrex service, Payment Plan 1, Station Links Termination on MegaLink® service, LightGate® service, or Equivalent Services, Flat Rate, each	\$.00	\$.00	M4LFP9
30	BellSouth® Centrex service, Payment Plan 1, Station Links Termination on MegaLink® service, LightGate® service, or Equivalent Services for 800 service Termination, Flat Rate, each	\$.00	\$.00	M4LFP2
31	BellSouth® Centrex service, Payment Plan 1, Bridged Links, located on different	\$.00	\$12.70	M1PNX

PRIVATE/PROPRIETARY

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

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY06-3764-00
 Option 1 of 1

RATES AND CHARGES

	premises from station link on non-continuous property, each			
32	BellSouth® Centrex service, Payment Plan I, Bridged Links, located on different premises from station link on same continuous property, each	\$.00	\$ 12.70	M1FCX
33	BellSouth® Centrex service, Payment Plan I, Extended Bridged Links, extended to different premises, different serving wire center, each	\$.00	\$ 12.70	M1FEX
34	BellSouth® Centrex service, Network Access Register (NAR) Package, per NAR, Both-way, Flat Rate	\$.00	\$ 18.75	M9QCX
35	BellSouth® Centrex service, Network Access Register (NAR) Package, per NAR, One-way Inward, Flat Rate	\$.00	\$ 18.75	M9QIX
36	BellSouth® Centrex service, Network Access Register (NAR) Package, per NAR, One-way Outward, Flat Rate	\$.00	\$ 18.75	M9QOX
37	Grouping Service, Business, per NAR made rotary	\$.00	\$ 5.25	HTG



**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY06-3764-00
Option 1 of 1

RATES AND CHARGES

NOTES:

1. Other rate elements used in the provision of this service may not be listed herein, however, can be found in the appropriate BellSouth Tariffs.

2. This Agreement is based on a weighted average loop length of 2.58 miles. If the weighted average loop length exceeds 3.58 miles the Agreement will be subject to review and re-negotiation.

3. Payment Plan designation is for provisioning purposes only.

4. The appropriate tariff notes associated with each rate element apply as specified in the GSST.

5. The following non-recurring charges will not apply for stations added initially and subsequent to the initial installation. However, if the BellSouth® Centrex system is disconnected prior to the expiration of the C.S.A., then the Subscriber will pay full non-recurring charges as identified below. The Customer is not liable for nonrecurring charges waived prior to the term of this Agreement. These charges are in addition to any applicable termination liability charges:

Contract Preparation Charge (single charge)	\$342.00
BellSouth® Centrex features (USOC CENAA), each	\$ 19.50
Standard Common Equipment (USOC MIACS), each, or	\$600.00
Customized Common Equipment (USOC MIACC) each	\$750.00
Line Connection, first	\$ 73.00
Line Connection, Additional	\$ 22.00

®BellSouth is a registered trademark of BellSouth Intellectual Property Corporation.

END OF ARRANGEMENT AGREEMENT OPTION 1

PRIVATE/PROPRIETARY

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ADDENDUM
AGREEMENT

Case Number FL06-3537-00

THE UNDERSIGNED PARTIES, BellSouth Telecommunications, Inc., a Georgia corporation, d/b/a BellSouth, ("Company") and Fast Duck Corporation AKA Tristar ("Customer or Subscriber"), hereby agree, as acknowledged by their appropriate signatures as set out below, to amend and change Contract Service Arrangement (CSA) Agreement FLO5-5549-04. This Addendum Agreement is based upon the following terms and conditions as well as any Attachment(s) affixed and the appropriate lawfully filed and approved tariffs which are by this reference incorporated herein.

Offer Expiration: This offer shall expire on: 7/2/2006.

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

PRIVATE/PROPRIETARY

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**ADDENDUM
AGREEMENT**

Case Number FL06-3537-00

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

Accepted by:

Subscriber:
Fast Duck Cooperation AKA TriStar

By: [Signature]
Authorized Signature

Printed Name: Nathan Gow

Title: President

Date: 2-9-06

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

By: [Signature: Margaret S. Walters]
Authorized Signature

Printed Name: Margaret S. Walters

Title: Sales Manager

Date: 3/9/06

PRIVATE/PROPRIETARY

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ADDENDUM
AGREEMENT

Case Number FL06-3537-00
Option 1 of 1

Service description:

This Addendum Agreement adds Extended Local Calling Plans to the Customer's existing Agreement.

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

There are no other additions, deletions or changes to the above referenced Contract Service Arrangement Agreement included in this Addendum Agreement.

PRIVATE/PROPRIETARY

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**ADDENDUM
AGREEMENT**

Case Number KY06-3550-00
Option 1 of 1

RATES AND CHARGES

	<u>Rate Elements</u>	<u>Non-Recurring</u>	<u>Monthly Rate</u>	<u>USOC</u>
1	Optional Calling Plan, Extended Local Calling Plan, 30,000 Minutes Per Month Plan, Per Plan -Overage rate of \$.039 per minute of use (Minimum of 48 Flat Rate Business Lines required.) (Addendum to KY05-5553-04. Add rate element.)	\$0.00	\$100.00	OCWFF
2	Optional Calling Plan, Extended Local Calling Plan, 45,000 Minutes Per Month Plan, Per Plan -Overage rate of \$.039 per minute of use (Minimum of 72 Flat Rate Business Lines required.) (Addendum to KY05-5553-04. Add rate element.)	\$0.00	\$150.00	OCWFG
3	Optional Calling Plan, Extended Local Calling Plan, 60,000 Minutes Per Month Plan, Per Plan -Overage rate of \$.039 per minute of use (Minimum of 96 Flat Rate Business Lines required.) (Addendum to KY05-5553-04. Add rate element.)	\$0.00	\$200.00	OCWFH
4	Optional Calling Plan, Extended Local Calling Plan, 75,000 Minutes Per Month Plan, Per Plan -Overage rate of \$.039 per minute of use (Minimum of 120 Flat Rate Business Lines required.) (Addendum to KY05-5553-04. Add rate element.)	\$0.00	\$250.00	OCWFI
5	Optional Calling Plan, Extended Local Calling Plan, 90,000 Minutes Per Month Plan, Per Plan -Overage rate of \$.039 per minute of use	\$0.00	\$300.00	OCWFK

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Case Number KY06-3550-00
Option 1 of 1

RATES AND CHARGES

	(Minimum of 144 Flat Rate Business Lines required.) (Addendum to KY05-5553-04. Add rate element.)			
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Case Number FL06-3537-00
Option 1 of 1

RATES AND CHARGES

NOTES:

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

END OF ARRANGEMENT AGREEMENT OPTION 1

PRIVATE/PROPRIETARY

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



ADDENDUM
AGREEMENT

Case Number FL06-4494-00

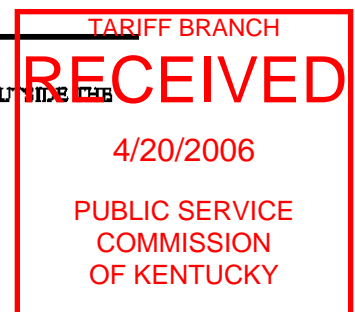
THE UNDERSIGNED PARTIES, BellSouth Telecommunications, Inc., a Georgia corporation, d/b/a BellSouth, ("Company") and Fast Duck Corporation AKA Tristar ("Customer or Subscriber"), hereby agree, as acknowledged by their appropriate signatures as set out below, to amend and change Contract Service Arrangement (CSA) Agreements AL05-5547-04, FL05-5549-04, GA05-5551-04, KY05-5553-04, LA05-5562-04, MS05-5566-04, NC05-5568-04, SC05-5569-04 and TN05-5573-04. This Addendum Agreement is based upon the following terms and conditions as well as any Attachment(s) affixed and the appropriate lawfully filed and approved tariffs which are by this reference incorporated herein.

Offer Expiration: This offer shall expire on: 7/16/2006.

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

PRIVATE/PROPRIETARY

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



**ADDENDUM
AGREEMENT**

Case Number FL06-4494-00

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

Accepted by:

Subscriber:
Fast Duck Corporation AKA Tristar

By: [Signature]
Authorized Signature

Printed Name: Nathan Green

Title: President

Date: 3-21-06

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

By: [Signature]
Authorized Signature

Printed Name: CHELSTINE VICENS

Title: SALES DIRECTOR

Date: 3/21/06

PRIVATE/PROPRIETARY

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ADDENDUM
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Case Number FL06-4494-00
Option 1 of 1

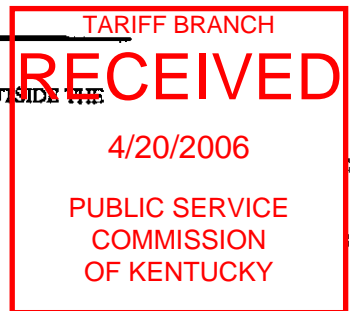
Service description:

This Addendum Agreement modifies the tier structure in connection with quantity of business lines.

All terms and conditions of CSAs AL05-5547-04, FL05-5549-04, GA05-5551-04, KY05-5553-04, LA05-5562-04, MS05-5566-04, NC05-5568-04, SC05-5569-04 and TN05-5573-04 apply to this Addendum Agreement unless modified herein.

PRIVATE/PROPRIETARY

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ADDENDUM
AGREEMENT

Case Number KY06-4512-00
Option 1 of 1

RATES AND CHARGES

	<u>Rate Elements</u>	<u>Non-Recurring</u>	<u>Monthly Rate</u>	<u>USOC</u>
1	There are no changes to the existing rate elements.	\$0.00	\$0.00	

PRIVATE/PROPRIETARY

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ADDENDUM
AGREEMENT

Case Number FL06-4494-00
Option 1 of 1

RATES AND CHARGES

NOTES:

The 'NOTES' section of the 'RATES AND CHARGES' pages of CSAs AL05-5547-04, FL05-5549-04, GA05-5551-04, KY05-5553-04, LA05-5562-04, MS05-5566-04, NC05-5568-04, SC05-5569-04 and TN05-5573-04 are modified as follows:

Addendum to delete Paragraph 4 in its entirety and replace with the following:

4. This Contract Service Arrangement provides a discounted rate with tiers for Flat Rate Business Lines for a fixed 24 month payment period. Rate tiers are based upon the volume of flat rate Business Lines within the BellSouth region and reflect a volume discount for larger quantities of service. The following volume discount tiers and corresponding are provided and are coterminous with this arrangement Agreement:

Tier No. Qty. of Business Lines Monthly Rate

Tier No.	Qty of Business Lines	Monthly Rate by State								
		AL	FL	GA	KY	LA	MS	SC	NC	TN
1	100-349	\$27.00	\$24.00	\$24.00	\$28.00	\$30.00	\$34.00	\$28.00	\$28.00	\$25.00
2	350 +	\$24.93	\$21.39	\$21.00	\$26.49	\$28.36	\$32.25	\$25.10	\$25.10	\$22.93

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

END OF ARRANGEMENT AGREEMENT OPTION 1

PRIVATE/PROPRIETARY

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number FL06-1160-01

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

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

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number FL06-1160-01

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

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

Company
BellSouth Telecommunications, Inc.
Assistant Vice President
500 N Orange Ave
Orlando, FL 32801

Subscriber
Federation of Internet Service Providers of the Americas, Inc
300 Cumberland St.
Jackson, TN 38301

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.

PRIVATE/PROPRIETARY

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number FL06-1160-01

other than by a written instrument executed by both parties, approved by the appropriate Company organization, and incorporated into Company's mechanized system. The undersigned warrant and represent that they have the authority to bind Subscriber and Company to this Agreement.

- 15. Customer and Company acknowledge and agree that to the extent the services to which Customer subscribes under this Agreement constitute a "bundle or combination of products or services" under Tennessee Senate Bill 182/House Bill 593, effective June 1, 2005, all references to "BellSouth's General Subscriber Services Tariff," "BellSouth tariffs," "BellSouth's lawfully filed tariffs" or any other reference to BellSouth's tariffs on file with the Tennessee Regulatory Authority shall be deemed references to agreed contract terms and conditions identical to those set forth in the applicable tariff(s) for the services included within the Customer's bundle or combination, as such tariffs existed on May 31, 2005, and which are on file with the TRA. Such tariffs are incorporated herein by reference as if included fully herein and can be reviewed at <http://www.bellsouth.com>. To the extent there exist any discrepancies or inconsistencies between the express terms set forth in the body of this Agreement and those incorporated by reference, the express terms set forth in the body of this Agreement shall govern.
- 16. If Customer cancels this Agreement at any time prior to the expiration of the service period set forth in this Agreement, Customer shall be responsible for all termination charges. With regard to services provided in the State of Tennessee, Customer shall pay a termination charge as specified in the BellSouth's Tennessee tariffs (Section A2.4.10.E.1 and B2.4.9.A.4, available on the Web at <http://cpr.bellsouth.com/pdf/tn/tn.htm>).

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number FL06-1160-01

Option 2 of 2

METRO E

Offer Expiration: This offer shall expire on: 5/31/2006.

Estimated service interval following acceptance date: Negotiable weeks.

Service description:

This Contract Service Arrangement (CSA) provides BellSouth® Metro Ethernet service.

This Agreement provides for a sixty (60) month contract period with a twenty-four (24) month minimum service period.

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

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

Customer Initials: *AKA Figa, Inc*
3-12-06

PRIVATE/PROPRIETARY

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number FL06-1160-01
Option 2 of 2

note E

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

Accepted by:

Subscriber:
Federation of Internet Service Providers of the Americas, Inc

By: *[Signature]*
Authorized Signature

Printed Name: PAUL KILE

Title: Interim Executive Director

Date: 3-12-06

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

By: *[Signature]*
Authorized Signature

Printed Name: DAVID WYRICH

Title: SALES MANAGER

Date: 3/13/06

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY06-1158-01
Option 2 of 2

RATES AND CHARGES

	<u>Rate Elements</u>	<u>Non-Recurring</u>	<u>Monthly Rate</u>	<u>USOC</u>
1	BellSouth® Metro Ethernet Service, 10 Mbps Basic Connection, per connection	\$0.00	\$462.40	MTEBA
2	BellSouth® Metro Ethernet Service, 100 Mbps Basic Connection, per connection	\$0.00	\$918.00	MTEBB
3	BellSouth® Metro Ethernet Service, 1 Gbps Basic Connection, per connection	\$0.00	\$1,836.00	MTEBC
4	BellSouth® Metro Ethernet Service, 10 Mbps Premium Connection, per connection, Fixed Mode	\$0.00	\$550.80	MTEP3
5	BellSouth® Metro Ethernet Service, 10 Mbps Premium Connection, per connection, Burst Mode	\$0.00	\$734.40	MTEE3
6	BellSouth® Metro Ethernet Service, 20 Mbps Premium Connection, per connection, Fixed Mode	\$0.00	\$693.60	MTEP4
7	BellSouth® Metro Ethernet Service, 20 Mbps Premium Connection, per connection, Burst Mode	\$0.00	\$829.60	MTEE4
8	BellSouth® Metro Ethernet Service, 50Mbps Premium Connection, per connection, Fixed Mode	\$0.00	\$911.20	MTEP5
9	BellSouth® Metro Ethernet Service, 50 Mbps Premium Connection, per connection, Burst Mode	\$0.00	\$1,006.40	MTEE5
10	BellSouth® Metro Ethernet Service, 100 Mbps Premium Connection, per connection, Fixed Mode	\$0.00	\$1,101.60	MTEP6
11	BellSouth® Metro Ethernet Service, 100 Mbps Premium Connection, per connection, Burst Mode	\$0.00	\$1,319.20	MTEE6
12	BellSouth® Metro Ethernet Service, 250 Mbps Premium Connection, per connection, Fixed Mode	\$0.00	\$1,380.40	MTEP7
13	BellSouth® Metro Ethernet Service, 250 Mbps Premium Connection, per connection, Burst Mode	\$0.00	\$1,584.40	MTEE7

PRIVATE/PROPRIETARY

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

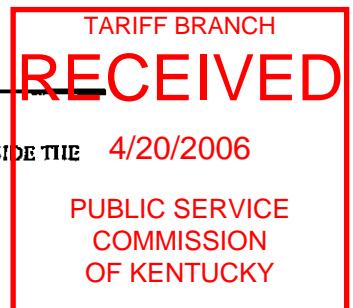
Case Number KY06-1158-01
Option 2 of 2

RATES AND CHARGES

	Mbps Premium Connection, per connection, Burst Mode			
14	BellSouth® Metro Ethernet Service, 500 Mbps Premium Connection, per connection, Fixed Mode	\$.00	\$1,829.20	MTEP8
15	BellSouth® Metro Ethernet Service, 500 Mbps Premium Connection, per connection, Burst Mode	\$.00	\$2,019.60	MTEEB
16	BellSouth Metro Ethernet Service Additional Mileage, BellSouth Metro Ethernet Service arrangements greater than 10 through 25 airline miles, per 10 through 99 Mbps Connection	\$.00	\$251.60	MTEMA
17	BellSouth Metro Ethernet Service Additional Mileage, BellSouth Metro Ethernet Service arrangements greater than 10 through 25 airline miles, per 100 through 499 Mbps Connection	\$.00	\$312.80	MTEMB
18	BellSouth Metro Ethernet Service Additional Mileage, BellSouth Metro Ethernet Service arrangements greater than 10 through 25 airline miles, per 500 Mbps through 1 Gbps Connection	\$.00	\$380.80	MTEMC
19	BellSouth Metro Ethernet Service Additional Mileage, BellSouth Metro Ethernet Service arrangements greater than 25 through 35 airline miles, per 10 through 99 Mbps Connection	\$.00	\$421.60	MTEME
20	BellSouth Metro Ethernet Service Additional Mileage, BellSouth Metro Ethernet Service arrangements greater than 25 through 35 airline miles, per 100 through 499 Mbps Connection	\$.00	\$530.40	MTEMF
21	BellSouth Metro Ethernet Service Additional Mileage, BellSouth Metro Ethernet Service arrangements greater than 25 through 35 airline miles, per 500 Mbps through 1 Gbps Connection	\$.00	\$632.40	MTEMG

PRIVATE/PROPRIETARY

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY06-1158-01
Option 2 of 2

RATES AND CHARGES

22	BellSouth Metro Ethernet Service Additional Mileage, BellSouth Metro Ethernet Service arrangements greater than 35 through 50 airline miles, per 10 through 99 Mbps Connection	\$.00	\$659.60	MTEML
23	BellSouth Metro Ethernet Service Additional Mileage, BellSouth Metro Ethernet Service arrangements greater than 35 through 50 airline miles, per 100 through 499 Mbps Connection	\$.00	\$822.80	MTEMK
24	BellSouth Metro Ethernet Service Additional Mileage, BellSouth Metro Ethernet Service arrangements greater than 35 through 50 airline miles, per 500 Mbps through 1 Gbps Connection	\$.00	\$992.80	MTEML
25	BellSouth® Metro Ethernet Service, Priority Plus Feature, per connection	\$.00	\$61.20	MTETP
26	BellSouth® Metro Ethernet Service, Q-Forwarding Service Establishment Charge, per connection	\$.00	\$.00	MTEQF
27	BellSouth® Metro Ethernet Service, Q-Forwarding Network Assignment Charge, per network, per connection	\$.00	\$47.60	MTEQN

PRIVATE/PROPRIETARY

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number FL06-1160-01
Option 2 of 2

RATES AND CHARGES

NOTES:

The Subscriber is liable for the revenues to the Company for the full term of this Agreement. If the Subscriber disconnects early, two payment options are available:

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

If facilities do not exist, special construction charges may apply.

All rules and regulations found in the BellSouth® Metro Ethernet tariff are applicable to this CSA.

These rates and charges are only valid if the Customer is served from a central office equipped for BellSouth® Metro Ethernet service, or can be extended to a central office equipped for BellSouth® Metro Ethernet service.

Registered trademark of BellSouth Intellectual Property Corporation

END OF ARRANGEMENT AGREEMENT OPTION 2

PRIVATE/PROPRIETARY

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY06-1158-01
Option 2 of 2
Attachment 1

KENTUCKY ATTACHMENT

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

Any and all Special Construction Charges associated with this agreement will be the responsibility of FISPA.

The rates set forth in this Agreement are based upon the Subscriber purchasing from Company a quantity of eighty five (85) Metro Ethernet circuits throughout the BellSouth region ("Minimum Quantity Requirement") within twelve (12) months of execution of this Agreement and maintaining this Minimum Quantity Requirement throughout the term of this Agreement. The Subscriber's total quantity of Metro Ethernet circuits will be reviewed by the Company on the twelve (12) month anniversary date of the signing of this Agreement and no less than annually on the anniversary date of the signing of this Agreement to determine if the Minimum Quantity Requirement has been met and is being maintained. Failure on the part of the Company to perform this review shall not be considered a waiver of this provision. Should the Minimum Quantity Requirement not be attained within the time period specified, or if it is not maintained at any time after the twelve (12) month anniversary date, then Customer shall be responsible for the Commitment Shortfall. The "Commitment Shortfall" shall be equal to the number of Business Lines below the Minimum Quantity Requirement times the rates set forth in this Agreement. In addition, the Subscriber will be charged all nonrecurring charges that were waived at installation of each Metro Ethernet circuit that falls below the Minimum Quantity Requirement, as identified below:

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

<u>USOC</u>	<u>NONRECURRING CHARGE</u>
WGGVF-Contract Preparation Charge	\$ 382.00
MTEQF	\$ 500.00, each
MTEP3	\$1,000.00, each
MTEE3	\$1,000.00, each
MTEP4	\$1,250.00, each
MTEE4	\$1,250.00, each
MTEP5	\$1,250.00, each
MTEE5	\$1,250.00, each
MTEP6	\$1,500.00, each
MTEE6	\$1,500.00, each
MTEP7	\$1,750.00, each
MTEE7	\$1,750.00, each
MTEP8	\$1,750.00, each

PRIVATE/PROPRIETARY

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



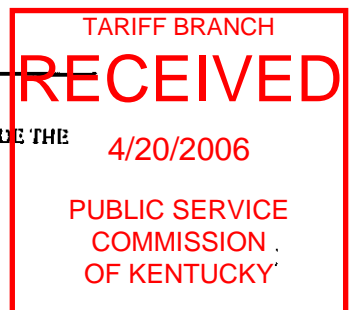
**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY06-1158-01
Option 2 of 2
Attachment 1

MTEES	\$1,750.00, each
MTEBA	\$1,000.00, each
MTEBB	\$1,500.00, each
MTEBC	\$2,000.00, each

PRIVATE/PROPRIETARY

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY06-4009-00

This Contract Service Arrangement (CSA) Agreement ("Agreement") is by and between BellSouth Telecommunications, Inc., a Georgia corporation, d/b/a BellSouth, ("Company") and FIRST CORBIN FINANCIAL CORPORATION ("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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Page 1 of 7



**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY06-4009-00

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

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

Company
 BellSouth Telecommunications, Inc.
 Assistant Vice President
 9100 Shelbyville, Suite 300
 Louisville, KY 40222

Subscriber
 FIRST CORBIN FINANCIAL CORPORATION
 FINANCIAL CORP PO BOX 1450
 CORBIN, KY 40702

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

PRIVATE/PROPRIETARY

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY06-4009-00

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

PRIVATE/PROPRIETARY

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY06-4009-00
Option 1 of 1

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

Offer Expiration: This offer shall expire on: 7/8/2006.

Estimated service interval following acceptance date: Negotiable weeks.

Service description:

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

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

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

~~Customer Initials _____~~

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY06-4009-00
Option 1 of 1

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

Accepted by:

Subscriber:
FIRST CORBIN FINANCIAL CORPORATION

By: James W. Head
Authorized Signature

Printed Name: JAMES W. HEAD

Title: NETWORK ENGINEER

Date: 20 March 2006

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

By: [Signature]
Authorized Signature

Printed Name: [Signature]

Title: [Signature]

Date: 3/21/06

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY06-4009-00
Option 1 of 1

RATES AND CHARGES

	<u>Rate Elements</u>	<u>Non-Recurring</u>	<u>Monthly Rate</u>	<u>USOC</u>
1	Flat Rate Main Station Line Service, Business, All Rate Groups -Per line	\$.00	\$27.81	1FB
2	Flat Rate Main Station Line Service, Business-Caller ID compatible, All Rate Groups -Per line (Caller ID feature must be ordered separately.)	\$.00	\$27.81	1FBCL
3	Grouping Service, Individual line or trunk, Business Flat Rate, All Rate Groups -Each individual line or trunk	\$.00	\$.00	HTG
4	Touch-Tone Calling Service, Individual and Two-Party Line Service, Business -Per line or PBX trunk	\$.00	\$.00	TTB

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Page 6 of 7



**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY06-4009-00
Option 1 of 1

RATES AND CHARGES

NOTES:

1. All rules and regulations for Basic Local Exchange Service from Section A3 of the General Subscriber Services Tariff (GSST) are applicable to this Agreement. The rate elements included herein have been specifically discounted. Other rate elements used in the provision of the service have not been listed, but may be found in the appropriate Company tariff. Examples of other rate elements are: FCC surcharges, regulatory fees, taxes, or charges for features ordered that are not listed in the Agreement.
2. Unless otherwise specified in this Agreement, Service Connection Charges as specified in Section A4 of the GSST will apply.
3. This CSA and the rates set forth herein apply to Orders for the purchase of Business Lines from BellSouth Telecommunications, Inc. (BST) that are reported as regulated services by BST in accordance with the FCC's Part 32 'Uniform System of Accounts'.
4. The rates set forth in this Agreement are based upon the Subscriber purchasing from Company a quantity of one hundred twenty-nine (129) flat rate Business Lines in the state of Kentucky ("Minimum Quantity Requirement") within three (3) months of execution of this Agreement and maintaining this Minimum Quantity Requirement throughout the term of this Agreement. The Subscriber's total quantity of flat rate Business Lines will be reviewed by the Company on the three (3) month anniversary date of the signing of this Agreement and no less than annually on the anniversary date of the signing of this Agreement to determine if the Minimum Quantity Requirement has been met and is being maintained. Failure on the part of the Company to perform this review shall not be considered a waiver of this provision. Should the Minimum Quantity Requirement not be attained within the time period specified, or if it is not maintained at any time after the three (3) month anniversary date, then Customer shall be responsible for the Commitment Shortfall. The "Commitment Shortfall" shall be equal to the number of Business Lines below the Minimum Quantity Requirement times the rates set forth in this Agreement. In addition, the Subscriber will be charged all nonrecurring charges that were waived at installation of each Business Line that falls below the Minimum Quantity Requirement, as identified below:

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

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

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

END OF ARRANGEMENT AGREEMENT OPTION 1

PRIVATE/PROPRIETARY

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number FL05-F566-06

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

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

PRIVATE/PROPRIETARY

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number FL05-F566-06

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

- 8. This Agreement shall be construed in accordance with the laws of the state applicable to the Service provided hereunder.
- 9. Except as otherwise provided in this Agreement, notices required to be given pursuant to this Agreement shall be effective when received, and shall be sufficient if given in writing, hand delivered, or United States mail, postage prepaid, addressed to the appropriate party at the address set forth below. Either party herein 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.

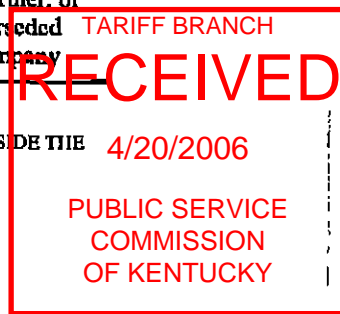
Company
BellSouth Telecommunications, Inc.
Assistant Vice President
701 Northpoint Pkwy
W Palm Beach, FL 33407

Subscriber
FOLLETT CORPORATION
DBA SPELMAN-STR#334 % FAC IQ MS917 PO BOX 2450
SPOKANE, WA 99210

- 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 TARIFF BRANCH

PRIVATE/PROPRIETARY

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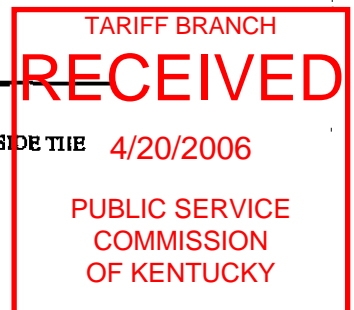
**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number FL05-F566-06

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

PRIVATE/PROPRIETARY

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number FL05-F566-06
Option 1 of 1

Offer Expiration: This offer shall expire on: 6/17/2006.

Estimated service interval following acceptance date: Negotiable weeks.

Service description:

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

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

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

Customer Initials CSA

*R. P. H.
2/20/06*

*David C. ...
Legal 02/21/06*

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number FL05-F566-06
Option 1 of 1

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

Accepted by:

Subscriber:
FOLLETT CORPORATION

By: [Signature]
Authorized Signature

Printed Name: Christopher D. Trout

Title: President/CEO

Date: 3/2/06

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

By: [Signature]
Authorized Signature

Printed Name: E. Digg-Bello

Title: Sales MGR

Date: 3/6/06

[Signature]
2/29/06

[Signature]
4/20/06

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

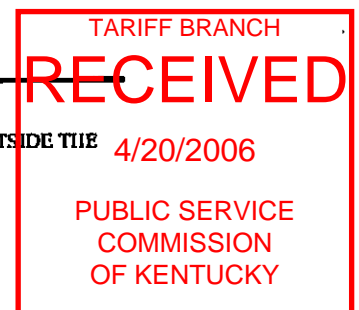
Case Number KY05-F582-06
Option 1 of 1

RATES AND CHARGES

	Rate Elements	Non-Recurring	Monthly Rate	USOC
1	Flat Rate Main Station Line Service, Business, All Rate Groups -Per line	\$.00	\$21.40	1FB
2	Flat Rate Main Station Line Service, Business with Caller ID, All Rate Groups -Per line	\$.00	\$21.40	1FBCL
3	Touch-Tone Calling Service, Individual and Two-Party Line Service, Business -Per line or PBX trunk	\$.00	\$.00	TTB

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number FL05-F566-06
Option 1 of 1

RATES AND CHARGES

NOTES:

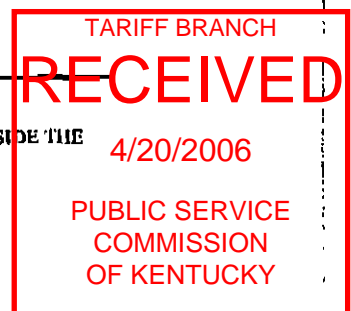
1. All rules and regulations for Basic Local Exchange Service from Section A3 of the General Subscriber Services Tariff (GSST) are applicable to this Agreement. The rate elements included herein have been specifically discounted. Other rate elements used in the provision of the service have not been listed, but may be found in the appropriate Company tariff. Examples of other rate elements are: FCC surcharges, regulatory fees, taxes, or charges for features ordered that are not listed in the Agreement.
2. Unless otherwise specified in this Agreement, Service Connection Charges as specified in Section A4 of the GSST will apply.
3. This CSA and the rates set forth herein apply to Orders for the purchase of Business Lines from BellSouth Telecommunications, Inc. (BST) that are reported as regulated services by BST in accordance with the FCC's Part 32 'Uniform System of Accounts'.
4. In the event of a 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 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 contractual obligations under this Agreement (notwithstanding Customer's best efforts to avoid such a decrease in the volume of network Regulated Services), BST will reduce Customer's volume of network Regulated Services to the extent of any decrease resulting from the Business Change and Customer will pay full nonrecurring charges as identified in the Notes Section of this Agreement. This provision does not apply to a change resulting from a decision by Customer 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 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.

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

END OF ARRANGEMENT AGREEMENT OPTION 1

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-F582-06
Option 1 of 1
Attachment 1

KENTUCKY ATTACHMENT

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

RATES AND CHARGES

NOTES (continued)

5. The rates set forth in this Agreement are based upon the Subscriber purchasing or maintaining from Company a quantity of three hundred twenty-five (325) Local Exchange Service Business Lines throughout the BellSouth region, which includes Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee, (Initial BellSouth Region Wide Minimum Quantity Requirement) within three (3) months of execution of this Agreement.

A termination liability charge will not apply for any preexisting line referenced on Attachment 2, that has been in service as a BellSouth line prior to the execution of this Agreement providing the customer meets the Initial BellSouth Region Wide Minimum Quantity Requirement (325 Lines) and the BellSouth Region Wide Minimum Quantity Requirement (292 lines). The total Initial BellSouth Region Wide number of preexisting lines equals 325 (see Attachment 2).

Effective with the execution of this Agreement, Subscriber may add and delete Local Exchange Service Business Lines without installation charges and termination liability, provided that the BellSouth Region Wide Minimum Quantity Requirement has been met and is maintained, the Service has been installed for at least six (6) months, and provided Subscriber certifies to Company in writing that it has not substituted the services provided by other vendors in place of the services provided by Company.

At three (3) months after the execution date of this Agreement, if Subscriber has reached the Initial BellSouth Region Wide Minimum Quantity Requirement of three hundred twenty-five (325) lines, Subscriber may disconnect up to thirty-two (32) of those three hundred twenty-five (325) lines without incurring termination liability, and then the Subscriber must maintain at least two hundred ninety-two (292) lines (BellSouth Region Wide Minimum Quantity Requirement) throughout the term of this Agreement. The Subscriber's total quantity of Local Exchange Service Business Lines will be reviewed by the Company on the three (3) month anniversary date of the signing of this Agreement and no less than annually on the anniversary date of the signing of this Agreement to determine if the Initial BellSouth Region Wide Minimum Quantity Requirement and/or the BellSouth Region Wide Minimum Quantity Requirement has been met and is being maintained. Failure on the part of the Company to perform this review shall not be considered a waiver of this provision. Should the Initial BellSouth Region Wide Minimum Quantity Requirement (325 lines) not be attained within the time period specified, or if the BellSouth Region Wide Minimum Quantity Requirement (292 lines) is not maintained at any time after the three (3) month anniversary date, the discounted Local Exchange Service Business

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-F582-06
Option 1 of 1
Attachment 1

Line rate set forth in this Agreement will increase to the following amount: thirty dollars (\$30.00).

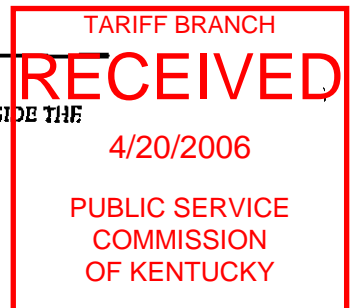
If any line, other than those listed on Attachment 2, is terminated for reasons other than default or cause, prior to being in service for six months under this Agreement a termination liability charge will be applicable. The applicable charge will be equal to the following: (Six months minus the number of months the line has been in service under this Agreement times the monthly rate provided under this Agreement) plus the nonrecurring charges, identified below, that were waived at installation.

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

Furthermore, if Customer disconnects all service offered on this Agreement prior to the expiration of this Agreement, then a Contract Preparation Charge applies in the amount of \$293.00.

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number **KY05-F582-06**
Option 1 of 1
Attachment 2

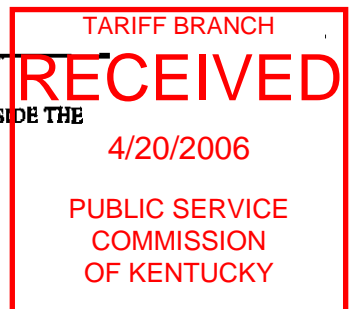
KENTUCKY ATTACHMENT

The following are lines that have been in service for six months or more prior to the execution of this Agreement. Lines that have been in service for less than six months prior to the execution of this Agreement do not qualify to be on this list.

State	Earning Number	Lines Per Location	Total Lines Per State
KY	859-238-1516	2	9
	270-686-8747	5	

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-F541-01

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

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

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-F541-01

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

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

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

Subscriber
FROST, BROWN, TODD LLC
400 W MARKET ST
LOUISVILLE, KY 40202

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

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FEB-24-2006 FRI 11:13 AM BELLSOUTH
FEB-24-2006 FRI 10:53 AM BELLSOUTH

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P. 03

**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-F541-01

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

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FAX NO. 1 615 401 4099

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-F541-01
Option 1 of 1

Offer Expiration: This offer shall expire on: 3/23/2006.

Estimated service interval following acceptance date: Negotiable weeks.

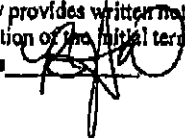
Service description:

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

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

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

Customer Initials



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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-F541-01
Option 1 of 1

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

Accepted by:

Subscriber:
FROST, BROWN, TODD LLC

By: *Renee J. Wachtel*
Authorized Signature

Printed Name: Renee J. H. Wachtel

Title: Telecommunications Manager

Date: February 21, 2006

Company:
BellSouth Telecommunications, Inc.

By: BellSouth Telecommunications, Inc.

By: *Andrew M. Publow*
Authorized Signature

Printed Name: Andrew M Publow

Title: Sales Mgr

Date: 2/23/06

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-F541-01
Option 1 of 1

RATES AND CHARGES

	<u>Rate Elements</u>	<u>Non-Recurring</u>	<u>Monthly Rate</u>	<u>USOC</u>
1	BellSouth® Primary Rate ISDN Access Line, each (Note 2)	\$0.00	\$130.00	ILD1E
2	BellSouth® Primary Rate ISDN Interface, each - Voice/Data (Standard) (Note 2, 3)	\$0.00	\$375.00	PR71V
3	BellSouth® Primary Rate ISDN B-Channel, each - Voice/Data (Standard) (Note 2)	\$0.00	\$8.00	PR7BV
4	BellSouth® Primary Rate ISDN Telephone Numbers, per telephone number requested inward and 2-way	\$0.00	\$0.20	PR7TF
5	BellSouth® Primary Rate ISDN, Calling Name Delivery Feature, Per Primary Rate Interface	\$0.00	\$75.00	PR7CN
6	BellSouth® Primary Rate ISDN D-Channel - No Rate (Provisioning USOC)	\$0.00	\$0.00	PR7EX

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-F541-01
Option 1 of 1

RATES AND CHARGES

NOTES:

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

<u>USOC</u>	<u>Nonrecurring Charge</u>
Contract Preparation Charge	\$342.00
1LD1E	\$875.00, each
PR71V	\$110.00, each
PR7BV	\$ 3.00, each

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

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

END OF ARRANGEMENT AGREEMENT OPTION 1

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ORIGINAL

**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number GA05-8160-09

This Contract Service Arrangement (CSA) Agreement ("Agreement") is by and between BellSouth Telecommunications, Inc., a Georgia corporation, d/b/a BellSouth, ("Company") and GREYHOUND LINES, INC ("Customer or Subscriber"), and is entered into pursuant to Tariff Section A5 of the General Subscriber Services Tariff effective the last date this Agreement is signed (the "Effective Date"). 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 reasonable 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, which may change from time to time ("Subscriber's Information"). If so, Subscriber agrees to be bound by Subscriber's Information provided to Company. Should Subscriber fail to meet its forecasted level of service requirements based on Subscriber's Information 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, which shall not exceed the rates and charges agreed upon herein. Notwithstanding the foregoing, this section shall not apply in the event of termination in accordance with Section 10 of this Agreement.
7. All rates and charges due in connection with this Agreement shall be paid by Subscriber to Company within thirty (30) days of date of Company's invoice.

PRIVATE/PROPRIETARY

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OF KENTUCKY

**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number GA05-8160-09

8. Company represents and warrants that all services performed hereunder shall be performed in accordance with the applicable tariff and in a good and workmanlike manner.
9. If Subscriber cancels this Agreement at any time prior to the expiration of the service period set forth in this Agreement (except as provided in Section 10 of the Agreement) Subscriber shall be responsible for all termination charges. Unless otherwise specified by the tariff, termination charges are defined as due or remaining as a result of the minimum service period agreed to by the Company and Subscriber and set forth in this Agreement.

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 (except as provided in Section 9.10) 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.

10. The affected Services or the Agreement to the extent affected in its entirety may be terminated as follows:

Either party 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 or either party's option immediately upon notice if the other party becomes insolvent or seeks protection voluntary or involuntary under any bankruptcy laws.

Subscriber shall not be responsible for any and all termination charges if the Agreement is terminated as the result of Company's default or Company becomes insolvent or seeks protection voluntary or involuntary under any bankruptcy laws.

11. If any Services furnished under this Agreement infringes any United States patent, trademark, copyright, or trade secret and a claim or suit is brought against Subscriber on that account, Company agrees to defend or settle any such claim or suit at Company's expense. Company will also pay all damages and costs that by final judgment are assessed against Subscriber due to such infringement.

Company's obligation as set forth in this Section is expressly conditioned upon the following: (a) that Company shall be notified promptly in writing by Subscriber of any claim or suit of which Subscriber is aware; (b) that Company shall have sole control of the defense or settlement of any claim or suit; (c) that Subscriber shall cooperate with Company in all reasonable ways to facilitate the settlement or defense of any claim or suit; and (d) that the claim or suit does not arise from Subscriber modifications, or from combinations of misused Services provided by Company with equipment, software or services provided by Subscriber or Subscriber's third party vendors, or from Subscriber's use of Services other than in accordance with the applicable manufacturer's specifications.

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

If options (a), (b) or (c) above are not reasonably available to Company, then Company may elect instead to return any amounts prepaid by Subscriber for the affected Services for any period after

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number GA05-8160-09

Company directs Subscriber to cease such use, which is in either case the subject or potential subject of an infringement claim.

Subscriber will indemnify and save Company harmless from and against all loss, liability, damage, and expense, including all reasonable counsel fees, due to claims for infringement of United States patents, copyright, trademark, or other intellectual property rights, or due to any other claims or causes of action by third parties of any nature whatsoever, arising from the use, in connection with the Services of equipment, software or information not provided by Company, or otherwise relating to or arising out of Subscriber's misuse of the Services.

12. Except as provided otherwise in this Agreement, Company and Subscriber each agree to indemnify and hold the other harmless from and against liability to third parties for bodily injury, death or destruction of or damage to tangible personal property arising out of or related to the Agreement, to the extent such liability was caused by the negligent or intentionally wrongful acts or omissions of the indemnitor.

The indemnifications and protections set forth herein shall survive the delivery of any goods, equipment or materials required under this Agreement (if applicable), the performance of any services hereunder or the termination of the Agreement.

To effectuate the purposes of this Section, Company will maintain and keep in force throughout the term hereof:

- a. commercial (comprehensive) general liability insurance with the broad form comprehensive general liability endorsement (or its equivalent) including (if applicable and if Subscriber reasonably requires Company to obtain same by sending written notice to Company) specific coverages for (i) premises/operations insurance, (ii) manufacturers' and contractors' insurance, (iii) contractual liability insurance, (iv) collapse, explosion and underground property damage hazards insurance, (v) products and completed operations liability insurance, (vi) personal injury liability insurance, (vii) broad form property damage insurance, and (viii) independent contractors operations insurance.
- b. comprehensive automobile liability insurance, including contractual endorsement to cover all owned, hired and non-owned automobiles and garage liability insurance.
- c. workers' compensation and employers' liability insurance meeting all statutory limits covering all employees involved with the work or services under this Agreement.

The policies required under paragraphs (a) and (b) above shall carry limits of liability of not less than \$1,000,000.00 per occurrence for bodily or personal injury (including death) and the amount of \$1,000,000.00 per occurrence with respect to property damage, unless Subscriber specifies in writing a lesser amount of coverage. Such policies shall (a) be written by able and solvent insurance companies, fully licensed to do business in the states where the Services will be performed, with an A.M. Best Company rating of "A" or better, (b) have the premiums payable at the sole cost and expense of Company with Subscriber named as an additional insured party, (c) provide at least 30 days written notice to Subscriber prior to cancellation, non-renewal or material change in coverage or amendment, (d) provide that such insurance is primary and shall be without contribution from any similar insurance obtained or maintained by Subscriber, (e) waive all rights of subrogation against Subscriber, and (f) satisfy all applicable co-insurance requirements. Prior to any work being performed or supplies or services delivered under this Agreement, Company shall provide Subscriber with certificates of insurance or a certificate of self-insurance evidencing the insurance coverages hereunder.

13. This Agreement shall be construed in accordance with the laws of the state applicable to the Service provided hereunder.

PRIVATE/PROPRIETARY

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**CONTRACT SERVICE ARRANGEMENT
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Case Number GA05-8160-09

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

Company
BellSouth Telecommunications, Inc.
Assistant Vice President
2180 Lake Blvd
Atlanta, GA 30319

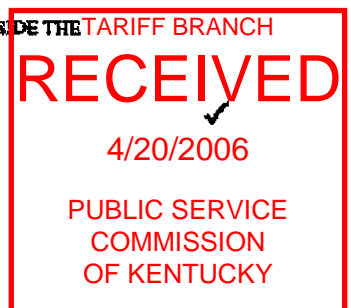
Subscriber
GREYHOUND LINES, INC
15110 NORTH DALLAS PARKWAY
DALLAS, TX 75248
Attn: Vice President, ITS, (w/copy to The Legal Department)

15. Subscriber may not assign its rights or obligations under this Agreement without the express written consent of Company except pursuant to the conditions contained in the appropriate Tariff. 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.
16. 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.
17. 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.
18. This section intentionally left blank.
19. This Agreement is not binding upon Company until executed by an authorized employee, partner, or agent of Subscriber and Company. This Agreement may not be modified, amended, or superseded other than by a written instrument executed by both parties, approved by the appropriate Company organization, and incorporated into Company's mechanized system. The undersigned warrant and represent that they have the authority to bind Subscriber and Company to this Agreement.

PRIVATE/PROPRIETARY

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number GA05-8160-09
Option 1 of 1

Offer Expiration: This offer shall expire on: 6/10/2006.

Estimated service interval following acceptance date: Negotiable weeks.

Service description:

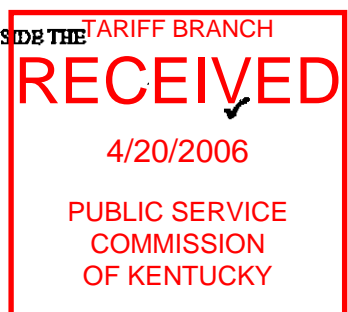
This Contract Service Arrangement (CSA) provides for Business Lines as part of Basic Local Exchange Service.

This Agreement is for a contract period of twelve (12) months beginning on the Effective Date of this Agreement. The contract period is the number of months in which the rates, charges, terms and conditions of this Agreement are valid and the period during which customer may purchase new services or price existing services via this Agreement.

The minimum service period for each Local Exchange Service Business Line installed under this Agreement, or any existing Local Exchange Service Business Line priced under this agreement, equals the Contract Period. The minimum service period is the length of time a service, purchased or priced under this Agreement, must remain in service.

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number GA05-8160-09
Option 1 of 1

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

Accepted by:

Subscriber:
GREYHOUND LINES, INC

By: [Signature]
Authorized Signature

Printed Name: Stephen E Gorman

Title: President / CEO

Date: 3/13/2006

Approved as to form

By: [Signature]
Attorney

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

By: [Signature]
Authorized Signature

Printed Name: DAVID BRUNT

Title: SALES MANAGER

Date: MARCH 14, 2006

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-8159-06

Option 1 of 1

RATES AND CHARGES

	<u>Rate Elements</u>	<u>Non-Recurring</u>	<u>Monthly Rate</u>	<u>USOC</u>
1	Flat Rate Main Station Line Service, Business, Rate Group 5, -Per line	\$0.00	\$21.19	1FB
2	Flat Rate Main Station Line Service, Business - Caller ID compatible, Rate Group 5 -Per line (Caller ID feature must be ordered separately.)	\$0.00	\$21.19	1FBCL
3	Grouping Service, Individual line or trunk, Business Flat Rate, Rate Group 5 -Each individual line or trunk	\$0.00	\$0.00	HTG
4	Grouping Service, Individual line or trunk, Measured rate -Per line	\$0.00	\$0.00	HTGMB
5	Touch-Tone Calling Service, Individual and Two-Party Line Service, Business -Per line or PBX trunk	\$0.00	\$0.00	TTB
6	BellSouth® TouchStar® service, Individual Features, Business, Caller ID-Basic -Per line	\$0.00	\$0.00	NSD
7	Mileage - Zone charge, Individual Line	\$0.00	\$2.60	1LS12
8	Trouble determination charge, Per exchange access line, Option 1, Business	\$0.00	\$0.00	TDG

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number GA05-8160-09
Option 1 of 1

RATES AND CHARGES

NOTES:

1. All rules and regulations of the General Subscriber Services Tariff (GSST) are applicable to this Agreement. The rate elements included herein have been specifically discounted. Other rate elements used in the provision of the service have not been listed, but may be found in the appropriate Company tariff.
2. Unless otherwise provided for in this Agreement, a Termination Liability Charge (defined in Attachment 1) will be applicable if all or any part of the service is terminated prior to expiration of this Agreement (except as provided in Section 10). The applicable charge is dependent on the Contract Period subscribed to and will be equal to the number of months remaining in the service Period times the monthly rate provided under this Agreement. Two payment options are available:
 - Continue paying the monthly rate for the remainder of the Agreement term, or
 - Make a lump sum payment discounted by the current prime interest rate plus two percentage points.
3. Unless otherwise specified in this Agreement, Service Connection Charges as specified in Section A4 of the GSST will apply.
4. The rates set forth in this Agreement are based upon the Subscriber maintaining a quantity of two hundred (200) BellSouth Local Exchange Service Business Lines throughout the BellSouth region (Region Wide Minimum Quantity Requirement) within three (3) months of execution of this Agreement and maintaining this Region Wide Minimum Quantity Requirement throughout the term of this Agreement. The minimum service period for each BellSouth Local Exchange Service Business Line installed under this Agreement, or any existing BellSouth Local Exchange Service Business Line priced under this agreement, equals the Contract Period.

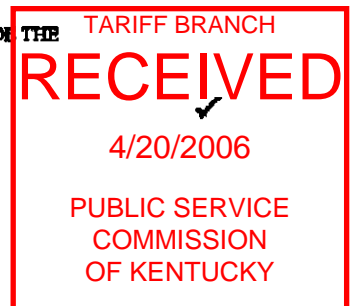
The Subscriber's total quantity of BellSouth Local Exchange Service Business Lines will be reviewed by the Company on the three (3) month anniversary date of the signing of this Agreement and no less than annually on the anniversary date of the signing of this Agreement to determine if the Region Wide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

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

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END OF ARRANGEMENT AGREEMENT OPTION 1

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-8159-06
Option 1 of 1
Attachment 1

KENTUCKY ATTACHMENT

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

RATES AND CHARGES

NOTES (continued)

5. Nonrecurring charges associated with this Agreement shall not apply for new installations. However, unless otherwise provided for in this Agreement, if all or any part of the service is disconnected prior to the expiration of this Agreement (except as provided in Section 10 of the Agreement), then the Subscriber will pay full nonrecurring charges that were waived at installation as identified below in addition to applicable Termination Liability Charges:

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

Furthermore, if Customer disconnects all service offered on this Agreement prior to the expiration of this Agreement (except as provided in Section 10 of the Agreement), then a Contract Preparation Charge applies in the amount of \$342.00 in addition to applicable Termination Liability Charges.

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY06-0907-05

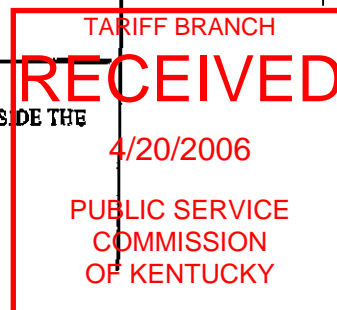
This Contract Service Arrangement (CSA) Agreement ("Agreement") is by and between BellSouth Telecommunications, Inc., a Georgia corporation, d/b/a BellSouth, ("Company") and HCA-Information Technology & Services, Inc. ("Customer or Subscriber"), and is entered into pursuant to Tariff Section A5 of the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

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

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY06-0907-05

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

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

Company

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

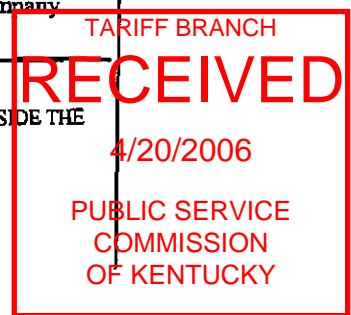
Subscriber

HCA-Information Technology & Services, Inc.
ATTN TELECOM BILLING DATA CORPORATE CLUB 2555 PARK PLZ
NASHVILLE, TN 37203

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

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

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**CONTRACT SERVICE ARRANGEMENT
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Case Number KY06-0907-05
Option 1 of 1

Offer Expiration: This offer shall expire on: 7/2/2006.

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.

The rates in this Contract Service Arrangement Agreement are contingent upon Subscriber executing Contract Service Arrangement Agreements AL06-0915-00, FL09-1096-01, GA06-0866-06, KY06-0907-04, LA06-1100-02, LA06-1149-04, NC06-0919-04, TN06-1137-02, TN06-0804-04, and FL06-0850-06. If the Subscriber fails to execute the above referenced Agreements, the rates, terms and conditions of this Contract Service Arrangement Agreement shall be null and void and rates for the services covered by this Agreement shall revert to the tariff rates.

This Agreement provides for a twenty-four (24) month service period.

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**CONTRACT SERVICE ARRANGEMENT
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Case Number KY06-0907-05
Option 1 of 1

RATES AND CHARGES

<u>Rate Element</u>	<u>Non-Recurring</u>	<u>Monthly Rate</u>	<u>USOC</u>
1. BellSouth® Primary Rate ISDN Access Line, each (Note 2) For Provisioning Only	\$.00	\$.00	1LD1E
2. BellSouth® Primary Rate ISDN Interface, each - Voice/Data (Standard) (Note 2, 3) For Provisioning Only	\$.00	\$.00	PR71V
3. BellSouth® Primary Rate ISDN B-Channel, each - Voice/Data (Standard) (Note 2) For Provisioning Only	\$.00	\$.00	PR7BV
4. BellSouth® Primary Rate ISDN D-Channel - No Rate (Provisioning USOC)	\$.00	\$.00	PR7EX
5. Flat Rate PRI (includes 1 Access Line, 1 Interface, 23 B Channels)	\$.00	\$550.00	XXXXXX

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY06-0907-05
Option 1 of 1

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

Accepted by:

Subscriber:
HCA-Information Technology & Services, Inc.

By: [Signature]
Authorized Signature

Printed Name: Kevin Johnson

Title: IT/Contract Administrator

Date: 3/9/06

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

By: [Signature]
Authorized Signature

Printed Name: John C. Ross

Title: AUP - Sales

Date: 03/13/2006

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**CONTRACT SERVICE ARRANGEMENT
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RATES AND CHARGES

NOTES:

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

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

3. Apply five End User Common Line Charges for each Primary Rate Interface.
4. Exclusion from Federal Health Care Programs, BST represents and warrants that to the best of BST knowledge, information and belief, BST, its officers, directors or members of the BST account team dedicated to Customer (a) are not currently excluded, debarred, or otherwise ineligible to participate in the Federal health care programs as defined in 42 U.S.C. Section 1320a-7b (f) (the "Federal healthcare programs"); (b) are not convicted of a criminal offense related to the provision of health care items or services but not yet been excluded, debarred, or otherwise declared ineligible to participate in the Federal health care programs, and (c) are not under investigation or otherwise aware of any circumstances which may result in being excluded from participation in the Federal health care programs. This shall be an ongoing representation and warranty during the term of this Agreement and BST shall immediately notify Customer of any change in the status of the representation and warranty set forth in this agreement.
5. Personal inducements. No personal cash, merchandise, equipment or other items of intrinsic value shall be offered by or on behalf of BST to Customer and/or your employees, officers, or directors as an inducement to purchase from BST. BST represents and warrants that BST has not made, are not obligated to make, and will not make any payment or provide any remuneration to any third party in return for Customer entering into this Agreement or for any business transacted under this Agreement.
6. Vendor Relations Policy. BST acknowledges that Customer has a Vendor Relations Policy relating to ethics and compliance issues between suppliers and Customer, and that it has received a copy of this policy. The Vendor Relations Policy is also available through the internet at: <http://ec.hcahealthcare.com/CPM/MM002.doc>.
7. BST will bill customer monthly for all BST services. The Payment Due Date will be sixty (60) days following the date of the invoice.
8. The rates set forth in this Agreement are based upon the Subscriber purchasing a minimum quantity of one hundred fifty (150) BellSouth Primary Rate ISDN (PRI) circuits (Minimum Quantity Requirement) throughout the BellSouth Region within ninety (90) days of execution.

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Option 1 of 1

of this Agreement and maintaining this Minimum Quantity Requirement throughout the term of this Agreement.

The Customer's total quantity of BellSouth Primary Rate ISDN circuits will be reviewed by the Company periodically, or no less than annually on the anniversary date of the signing of this Agreement to determine if the Minimum Quantity Requirement has been met and is being maintained. Failure on the part of the Company to perform this review shall not be considered a waiver of this provision. Should the Minimum Quantity Requirement not be attained, or if it is not maintained at any time after the twelve month anniversary date, then all services will revert to the full tariff recurring rates beginning on the first day the Customer drops below the Minimum Quantity Requirement, and in addition, the Customer will be charged termination liability for all terminations below the Minimum Quantity Requirement and all nonrecurring charges that were waived at installation of each BellSouth Primary Rate ISDN circuit, including but not limited to the charges as identified below and a Contract Preparation Charge of three hundred forty-five dollars (\$345.00).

9. Termination Liability Charge: In the event that all or any part of a service is disconnected at customer request prior to expiration of any selected payment period of great than one month's duration, the customer will be required to pay a Termination Liability Charge unless specifically stated otherwise. The Termination Liability Charge is determined by multiplying the number of months remaining in the contract payment period by the contracted monthly rate by 50 percent.

a. For example, a customer subscribes to a Fast Packet Transport Service using Term Payment Plan B and selects the 30 month payment period. After 12 months the customer chooses to terminate service. The termination liability charge is calculated by multiplying 18 months (30 mos - 12 mos) by the monthly rate by 50 percent.

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

END OF ARRANGEMENT AGREEMENT OPTION 1

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY06-1512-01

This Contract Service Arrangement (CSA) Agreement ("Agreement") is by and between BellSouth Telecommunications, Inc., a Georgia corporation, d/b/a BellSouth, ("Company") and HEALTH MANAGEMENT ASSOCIATES (LEXINGTON) ("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 or a service ordered pursuant to 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 cancellation charges in accordance with the cancellation provisions of the tariff.
6. The rates, charges, and conditions described in this Agreement may be based upon information supplied to Company by the Subscriber, including but not limited to forecasts of growth. If so, Subscriber agrees to be bound by the information provided to Company. Should Subscriber fail to meet its forecasted level of service requirements at any time during the term of this Agreement, Subscriber shall pay all reasonable costs associated with its failure to meet its projected service requirements.
7. (a) If Subscriber cancels this Agreement at any time prior to the expiration of the service period set forth in this Agreement, Subscriber shall be responsible for all termination charges. Unless otherwise specified by the tariff, termination charges are defined as all reasonable charges due or remaining as a result of the minimum service period agreed to by the Company and Subscriber and set forth in this Agreement.

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY06-1512-01

- (b) Subscriber further acknowledges that it has options for its telecommunications services from providers other than Company and that it has chosen Company to provide the services in this Agreement. Accordingly, if Subscriber assigns this Agreement to a certified reseller of Company local services and the reseller executes a written document agreeing to assume all requirements of this Agreement, Subscriber will not be billed termination charges. However, Subscriber agrees that in the event it fails to meet its obligations under this Agreement or terminates this Agreement or services purchased pursuant to this Agreement in order to obtain services from a facilities based service provider or a service provider that utilizes unbundled network elements, Subscriber will be billed, as appropriate, termination charges as specified in this Agreement.
8. This Agreement shall be construed in accordance with the laws of the State of Kentucky.
9. Except as otherwise provided in this Agreement, notices required to be given pursuant to this Agreement shall be effective when received, and shall be sufficient if given in writing, hand delivered, or United States mail, postage prepaid, addressed to the appropriate party at the address set forth below. Either party hereto may change the name and address to whom all notices or other documents required under this Agreement must be sent at any time by giving written notice to the other party.

Company

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

Subscriber

HEALTH MANAGEMENT ASSOCIATES (LEXINGTON)
425 LEWIS HARGETT CIR
LEXINGTON, KY 40503

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

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Page 2 of 8

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY06-1512-01

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

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY06-1512-01
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: 6/28/2006.

Estimated service interval following acceptance date: Negotiable weeks.

Service description:

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

The service period for this Agreement is twelve (12) months

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

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

Does not want

Customer Initials JS X

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY06-1512-01
Option 2 of 2

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

Accepted by:

Subscriber:
HEALTH MANAGEMENT ASSOCIATES (LEXINGTON)

By: [Signature]
Authorized Signature

Printed Name: Faris Sardar

Title: Asst. VP Operations

Date: 3/2/06

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

By: [Signature]
Authorized Signature

Printed Name: [Signature]

Title: [Signature]

Date: 3/7/06

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**Case Number KY06-1512-01
Option 2 of 2**RATES AND CHARGES**

	Rate Elements	Non-Recurring	Monthly Rate	USOC
1	Customer Connection to Frame Relay. A minimum of one Customer Connection is required per Customer to subscribe to Frame Relay Service. 128 Kbps, each	\$0.00	\$75.92	FRH12
2	Customer Connection to Frame Relay. A minimum of one Customer Connection is required per Customer to subscribe to Frame Relay Service. 384 Kbps, each	\$0.00	\$294.92	FRH38
3	Customer Connection to Frame Relay. A minimum of one Customer Connection is required per Customer to subscribe to Frame Relay Service. 1.536 Mbps, each	\$0.00	\$294.92	FRH15
4	Broadband Line-FPO, 1.536 Mbps, each	\$0.00	\$106.58	FP115
5	Broadband Line-FPO Extension, an extension < 20 miles, 1.536 Mbps, each	\$0.00	\$91.25	FPC15
6	Broadband Line-FPO Extension, an extension 51 to 75 miles, 1.536 Mbps, each	\$0.00	\$211.70	FPE15
7	Initial Standard DLCI, One per Customer Connection (provisioning only)	\$0.00	\$0.00	XAFD1
8	Committed Information Rate (CIR), (per DLCI) cannot exceed the minimum transmission speed of the link at either end of the PVC, 0 Kbps	\$0.00	\$0.00	FRVRO
9	Committed Information Rate (CIR), (per DLCI) cannot exceed the minimum transmission speed of the link at either end of the PVC, 33 thru 56 Kbps	\$0.00	\$9.49	FRVR5

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**Case Number KY06-1512-01
Option 2 of 2**RATES AND CHARGES**

10	Committed Information Rate (CIR), (per DLCI) cannot exceed the minimum transmission speed of the link at either end of the PVC, 129 thru 256 Kbps	\$.00	\$21.17	FRVR2
11	Committed Information Rate (CIR), (per DLCI) cannot exceed the minimum transmission speed of the link at either end of the PVC, 769 Kbps thru 1.536 Mbps	\$.00	\$102.20	FRVR9

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**Case Number KY06-1512-01
Option 2 of 2**RATES AND CHARGES****NOTES:**

1. All rules and regulations for Frame Relay Service and Broadband Line-FPO Service from Section A40 of the General Subscriber Services Tariff (GSST) are applicable to this Agreement. The rate elements included herein have been specifically discounted. Other rate elements used in the provision of the service have not been listed, but may be found in the appropriate Company tariff. Examples of other rate elements are: FCC surcharges, regulatory fees, taxes, or charges for features ordered that are not listed in the Agreement.
2. The following nonrecurring charges will not apply upon initial installation. However, if any of the service is disconnected prior to the expiration of this C.S.A., then Subscriber will pay full nonrecurring charges as identified below in addition to applicable termination liability charges and a Contract Preparation Charge of (\$342.00) dollars:

Customer Connection at 128 Kbps (FRH12)	\$ 475.00, each
Customer Connection at 384 Kbps (FRH38)	\$ 550.00, each
Customer Connection at 1.536 Mbps (FRH15)	\$ 550.00, each
Broadband Line at 1.536 Mbps (FP115)	\$ 555.00, each
Broadband Line Extension – less than 20 miles at 1.536 Mbps (FPC15)	\$ 145.00, each
Broadband Line Extension – 51-75 miles at 1.536 Mbps (FPE15)	\$ 145.00, each
3. This Contract Service Arrangement must be converted to tariff service at the end of the contract, or this Agreement must be renegotiated.

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

END OF ARRANGEMENT AGREEMENT OPTION 2

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**ADDENDUM
AGREEMENT**

Case Number KY06-2387-00

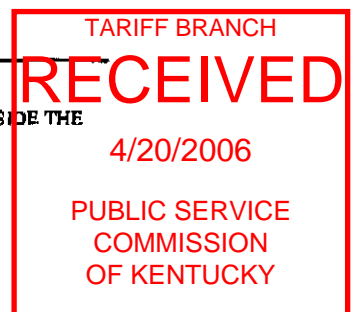
THE UNDERSIGNED PARTIES, BellSouth Telecommunications, Inc., a Georgia corporation, d/b/a BellSouth, ("Company") and JAMESON INNS ("Customer or Subscriber"), hereby agree, as acknowledged by their appropriate signatures as set out below, to amend and change Contract Service Arrangement (CSA) Agreement KY02-L928-07. This Addendum Agreement is based upon the following terms and conditions as well as any Attachment(s) affixed and the appropriate lawfully filed and approved tariffs which are by this reference incorporated herein.

Offer Expiration: This offer shall expire on: 6/10/2006.

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

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**ADDENDUM
AGREEMENT**

Case Number KY06-2387-00

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

Accepted by:

Subscriber:
JAMESON INNS

By: [Signature]
Authorized Signature

Printed Name: THOMAS W. KITCHIN

Title: CHAIRMAN & CEO

Date: 3/2/06

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

By: [Signature]
Authorized Signature

Printed Name: CAROLYN LAKE

Title: SALES DIRECTOR

Date: 3/2/06

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**ADDENDUM
AGREEMENT**

Case Number KY06-2387-00
Option 1 of 1

Service description:

This Addendum Agreement extends the Customer's existing Basic Local Exchange Access service for twelve (12) months.

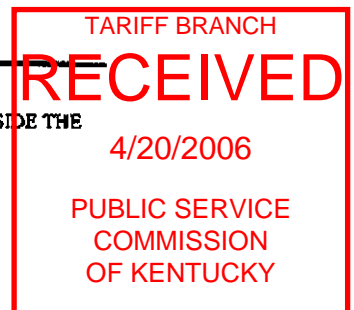
This Agreement is for a service period of twelve (12) months.

All terms and conditions of Contract Service Arrangement Agreement KY02-L928-07 apply to this Addendum Agreement unless modified herein.

Rates provided under this addendum are coterminous with the following CSAs AL06-2383-00, FL06-2384-00, GA06-2385-00, KY06-2387-00, LA06-2388-00, MS06-2389-00, NC06-2390-00, SC06-2391-00, and TN06-2392-00.

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ADDENDUM
AGREEMENT

Case Number KY06-2387-00
Option 1 of 1

RATES AND CHARGES

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

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**ADDENDUM
AGREEMENT**

Case Number KY06-2387-00

Option 1 of 1

RATES AND CHARGES**NOTES:**

The NOTES' section of the RATES AND CHARGES' pages of Contract Service Arrangement Agreement KY02-L928-07 is replaced in its entirety with the following:

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

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

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

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

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

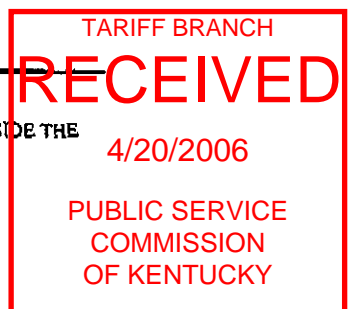
All trademarks and service marks contained herein are the property of BellSouth Intellectual Property Corporation.

END OF ARRANGEMENT AGREEMENT OPTION 1

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-A303-01

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

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-A303-01

Option 1 of 1

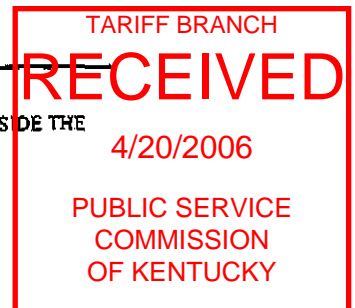
Service description:

This Contract Service Arrangement (CSA) provides for Analog Private Line Service, Foreign Central Office Service, Foreign Exchange Service, BellSouth® MegaLink® Channel Service, Basic Local Exchange Service, and Direct-Inward Dialing (DID) Service.

This Agreement is for twenty-four (24) months.

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

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

12.17 Further Assurance.

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

12.18 Entire Agreement.

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

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

**JPMORGAN CHASE BANK, NATIONAL
ASSOCIATION**

By: [Signature]
(Authorized Signature)

JOHN J. SACK
SENIOR VICE PRESIDENT
(Typed or Printed Name)

(Title)

(Date)

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

By: [Signature]
(Authorized Signature)

John D. Irwin
(Typed or Printed Name)

VP / GM
(Title)

11-16-05
(Date)



**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-A303-01

Option 1 of 1

RATES AND CHARGES

	<u>Rate Elements</u>	<u>Non-Recurring</u>	<u>Monthly Rate</u>	<u>USOC</u>
1	Touch-Tone Calling Service, Per Network Access Register, each	\$.00	\$.00	TJB
2	MegaLink® Channel Service, per NAR, Combination	\$.00	\$ 15.50	NQM
3	MegaLink® Channel Service, per NAR, One-way incoming	\$.00	\$ 13.98	NQP
4	Hunting, each	\$.00	\$.00	HTG
5	Individual line or trunk, Business Area Calling Service, each	\$.00	\$ 4.85	HTGKX
6	Network Access Service - MegaLink® channel service - Area Calling Service, Bulk Usage Measured Rate Service, per line or trunk, Inward only	\$.00	\$ 16.25	NKT1X
7	Network Access Service - MegaLink® channel service - Area Calling Service, Bulk Usage Measured Rate Service, per line or trunk, Both way	\$.00	\$ 17.78	NKT2X
8	MegaLink® Channel Service, per NAR, One-way outgoing	\$.00	\$ 15.50	NQT
9	Direct-Inward-Dialing (DID) service, DID trunk termination, each inward only trunk	\$.00	\$ 22.75	NDT
10	Direct-Inward-Dialing service, each additional group of 20 numbers	\$.00	\$ 3.25	ND4
11	Direct-Inward-Dialing Charges, Multifrequency (MF) Pulsing Option, Each trunk	\$.00	\$ 6.50	S5DBD
12	MegaLink® Service Establishment Charge, per entire MegaLink®	\$.00	\$.00	MGLSE
13	MegaLink® service, Digital Local Channel, first 1/2 mile	\$.00	\$ 55.25	1LDPZ
14	MegaLink® service, Digital Local Channel, each additional 1/2 mile	\$.00	\$ 35.75	1LDPZ

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-A303-01
Option 1 of 1

RATES AND CHARGES

15	Interoffice Channel, each channel 0-8 miles, fixed component	\$.00	\$48.75	1LNO1
16	Interoffice Channel, each channel 0-8 miles, each airline mile or fraction thereof	\$.00	\$16.00	1LNOA
17	Interoffice Channel, each channel 9-25 miles, fixed component	\$.00	\$48.75	1LNO2
18	Interoffice Channel, each channel 9-25 miles, each airline mile or fraction thereof	\$.00	\$16.00	1LNOB
19	Interoffice Channel, each channel over 25 miles, fixed component	\$.00	\$48.75	1LNO3
20	Interoffice Channel, each channel over 25 miles, per mile or fraction thereof	\$.00	\$16.00	1LNOC
21	Clear channel capability, extended superframe format, each	\$.00	\$.00	CCOEF
22	MegaLink® service, premises visit, per visit	\$.00	\$.00	MGLPV
23	MegaLink® Channel Service, basic system capacity, central office, 24 voice equivalent channels	\$.00	\$136.50	VUM24
24	MegaLink® Channel Service, basic system capacity, central office, 48 voice equivalent channels	\$.00	\$266.50	VUM48
25	MegaLink® Channel Service, basic system capacity, central office, 96 voice equivalent channels	\$.00	\$520.00	VUM96
26	MegaLink® Channel Service, basic system capacity, central office, 144 voice equivalent channels	\$.00	\$674.70	VUM14
27	MegaLink® Channel Service, basic system capacity, central office, 192 voice equivalent channels	\$.00	\$822.90	VUM19
28	MegaLink® Channel Service, basic system capacity, central office, 240 voice equivalent channels	\$.00	\$963.30	VUM20

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RATES AND CHARGES

29	MegaLink® Channel Service, basic system capacity, central office, 288 voice equivalent channels	\$.00	\$1,099.15	VUM28
30	MegaLink® Channel Service, basic system capacity, central office, 384 voice equivalent channels	\$.00	\$1,339.65	VUM38
31	MegaLink® Channel Service, basic system capacity, central office, 480 voice equivalent channels	\$.00	\$1,567.80	VUM40
32	MegaLink® Channel Service, basic system capacity, central office, 576 voice equivalent channels	\$.00	\$1,788.80	VUM57
33	MegaLink® Channel Service, basic system capacity, central office, 672 voice equivalent channels	\$.00	\$1,988.35	VUM67
34	MegaLink Channel Service and LightGate Feature Activation CO Dig Data 64 Kbps, each	\$.00	\$8.45	1PQWE
35	MegaLink Channel Service and LightGate Feature Activation CO Broadband 64 Kbps, each (Like 1PQWE)	\$.00	\$6.50	
36	MegaLink/LightGate, 56 KBPS digital data feature activation at central office, each	\$.00	\$8.45	1PQW5
37	MegaLink/LightGate, 56 KBPS Broadband feature activation at central office, each (Like 1PQW5)	\$.00	\$6.50	
38	MegaLink/LightGate, analog voice data feature activation at central office, each	\$.00	\$6.50	1PQWF
39	MegaLink/LightGate, analog voice line feature activation at central office, each	\$.00	\$4.23	1PQWM
40	MegaLink/LightGate, ESSX station line feature activation, at central office, each	\$.00	\$4.23	1PQWS
41	MegaLink/LightGate, 9.6 Kbps Digital	\$.00	\$8.45	TARIFF BRANCH 1PQW9

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	Data Feature Activation at CO, each			
42	Signaling Arrangements, Per local channel, Type C (900 or more ohms), each	\$.00	\$3.37	SAY
43	Signaling Arrangements, Per local channel, Type B (200-899 ohms), each	\$.00	\$6.73	SAU
44	Signaling Arrangements, Per local channel, Type A, (0-199 ohms), each	\$.00	\$6.73	SAL
45	IntraLATA Private Line Service, Voice Grade Local Channel, Per point of termination, Data, Type 2464, each	\$.00	\$47.50	P2JNX
46	Local Channels, Voice Grade, Per point of termination, Data, Type 2463, each	\$.00	\$47.50	P2JMX
47	IntraLATA Private Line Service, Voice Grade Local Channel, Per point of termination, Type 2462, each	\$.00	\$50.49	P2JRX
48	IntraLATA Private Line Service, Voice Grade Local Channel, Per point of termination, Type 2435, each	\$.00	\$63.11	P2JWX
49	IntraLATA Private Line Service, Voice Grade Local Channel, Per point of termination, Type 2434, each	\$.00	\$8.50	P2JGX
50	IntraLATA Private Line Service, Voice Grade Local Channel, Per point of termination, Type 2432, each	\$.00	\$38.25	P2JQX
51	IntraLATA Private Line Service, Voice Grade Local Channel, Per point of termination, Type 2261, each	\$.00	\$28.05	P2JLX
52	Local Channels, Voice Grade, Per point of termination, Type 2231, each	\$.00	\$21.25	P2JHX
53	Local Channels, Voice Grade, Per point of termination, Type 2230, each	\$.00	\$35.06	P2JUX
54	IntraLATA Private Line Service, Sub-Voice Grade Local Channel, Type 1205, each	\$.00	\$22.44	P1JHX

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55	IntraLATA Private Line Service, Sub-Voice Grade Local Channel, Type 1204, each	\$.00	\$22.44	PIJAX
56	IntraLATA Private Line Service, Manual ringdown signaling arrangement, each	\$.00	\$12.34	SL3
57	Signaling Arrangements, Per local channel, Ringdown-Automatic, each	\$.00	\$11.22	SL5
58	Voice Grade Interoffice Channel Series 2000, Fixed per Interoffice Channel	\$.00	\$25.50	3LBMF
59	Voice Grade Interoffice Channel Series 2000, Each Mile or Fraction Thereof	\$.00	\$1.66	3LBMA
60	Non-Wire Center Connected Channels, Interoffice Channels, Voice Grade Service - Series 2000, fixed, all mileage bands	\$.00	\$30.60	3LBBS
61	Non-Wire Center Connected Channels, Interoffice Channels, Voice Grade Service - Series 2000, per mile, all mileage bands (Like 3LBBS)	\$.00	\$1.99	
62	IntraLATA Private Line Service, E&M signaling arrangement, each	\$.00	\$10.10	SLM
63	IntraLATA Private Line Service, Data Bridge, 4W	\$.00	\$20.20	BQ9
64	IntraLATA Private Line Service, Voice Grade Bridge, 2W (Like BQ9)	\$.00	\$23.56	
65	IntraLATA Private Line Service, Voice Grade Bridge, 4W(Like BQ9)	\$.00	\$18.00	
66	IntraLATA Private Line Service, Conditioning-Voice Grade Service-D1 Type, each	\$.00	\$2.24	QHA
67	IntraLATA Private Line Service, Common Equipment, Additional Bridging Shelf	\$.00	\$102.00	XW2
68	IntraLATA Private Line Service, Common Equipment, Additional Bridging Shelf	\$.00	\$42.50	XW8

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69	IntraLATA Private Line Service, Common Equipment, Additional Bridging Shelf	\$.00	\$102.00	XW1
70	IntraLATA Private Line Service, Remote station channel connection	\$.00	\$4.25	XW3
71	IntraLATA Private Line Service, Mid-link channel connection, subsequent channel	\$.00	\$8.50	XW5
72	IntraLATA Private Line Service, Mid-link Channel Connection, first channel	\$.00	\$8.50	XW4
73	IntraLATA Private Line Service, Conditioning-Voice Grade Service-C2 Type, each	\$.00	\$2.00	P3W
74	IntraLATA Private Line Service, Conditioning-Voice Grade Service-C1 Type, each	\$.00	\$2.00	P2W
75	IntraLATA Private Line Service, Interoffice Channel, Sub-Voice Grade, fixed, all mileage bands	\$.00	\$25.50	3LBAS
76	IntraLATA Private Line Service, Interoffice Channel, Sub-Voice Grade, per mile, 1-8 miles (Like 3LBAS)	\$.00	\$3.48	
77	IntraLATA Private Line Service, Interoffice Channel, Sub-Voice Grade, per mile, 9-25 miles (Like 3LBAS)	\$.00	\$3.40	
78	IntraLATA Private Line Service, Interoffice Channel, Sub-Voice Grade, per mile, over 25 miles (Like 3LBAS)	\$.00	\$3.32	
79	Direct-In-Dialing (DID) Service, Reserved Non-Consecutive DID numbers, each	\$.00	\$0.11	ND6
80	Direct-Inward Dialing (DID) Service, Multifrequency (MF) Pulsing option, each trunk	\$.00	\$6.50	S5MBD
81	Direct-In-Dialing (DID) Service, Non-Consecutive DID numbers, each	\$.00	\$0.16	ND5
82	Area Calling Service MegaLink outward	\$.00	\$17.78	

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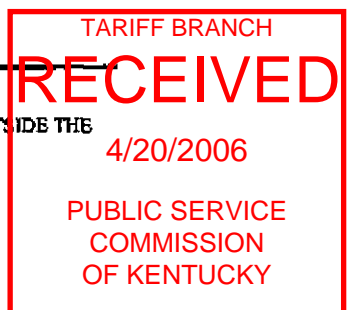
RATES AND CHARGES

	only			
83	MegaLink® Channel Service, per NAR, DID Combination	\$.00	\$29.48	ND3
84	Direct-Inward Dialing (DID) Service, Group of 20 Reserved Numbers, each group	\$.00	\$3.25	NDV
85	Direct-In-Dialing (DID) Service, DID Trunk Termination, each Combination Trunk, with Call Transfer	\$.00	\$35.75	NCT
86	Mileage - Foreign Central Office	\$.00	\$31.45	1LX4R
87	Mileage-Foreign Exchange service, distance sensitive	\$.00	\$2.68	1LHB6
88	Mileage-Foreign Exchange service, distance sensitive	\$.00	\$2.68	1LHA6
89	FX Interexchange channel mileage - open or closed end served by an independent	\$.00	\$2.68	1LH16
90	Mileage-Foreign Exchange service, distance sensitive	\$.00	\$93.50	1LHA4
91	MegaLink/LightGate, analog WATS feature activation at central office, each	\$.00	\$4.23	1PQWA
92	MegaLink analog voice grade private line, non-data, feature activation at CO, each	\$.00	\$4.23	1PQWV
93	MegaLink/LightGate, analog tie line/trunk feature activation at CO, each	\$.00	\$6.50	1PQWQ
94	Clear channel capability superframe format	\$.00	\$.00	CCOSF
95	MegaLink/LightGate, analog off premises station feature activation at CO, each	\$.00	\$4.23	1PQWP
96	One-Time Charge for Service Change, Inside Moves	\$.00	\$.00	MGL1M
97	MegaLink/LightGate, analog foreign exchange trunk feature activation at CO, each	\$.00	\$4.23	1PQW7

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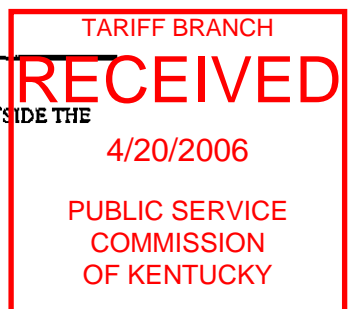
RATES AND CHARGES

98	MegaLink/LightGate, analog foreign exchange line feature activation at CO, each	\$.00	\$4.23	1PQW6
99	MegaLink/LightGate, 4.8 KBPS Digital Data Feature Activation at CO, each	\$.00	\$8.45	1PQW4
100	MegaLink/LightGate, 2.4 Kbps Digital Data Feature Activation at CO, each	\$.00	\$8.45	1PQW2
101	MegaLink Channel Service and LightGate Feature Activation CO Dig Data 19.2 Kbps, each	\$.00	\$8.45	1PQWL
102	MegaLink® Channel Service feature activation, central office, for analog voice services, per trunk line, per feature activated, each channel activated	\$.00	\$4.23	1PQWU
103	Foreign Exchange Service, Interoffice channel including the Channel Terminals, per channel, First 1/4 mile	\$.00	\$12.33	1LH4R
104	Foreign Exchange Service, Interoffice channel including the Channel Terminals, per channel, Each additional 1/4 mile or fraction thereof	\$.00	\$0.55	1LH4X
105	Foreign Central Office Service, Type 2145, Interoffice channel including the Channel Terminals (served by the Company), per channel, Each additional 1/4 mile or fraction thereof	\$.00	\$0.94	1LX4X

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RATES AND CHARGES

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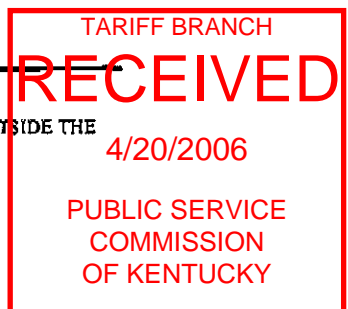
The following nonrecurring charges will not apply upon initial installation. However, if any of the service is disconnected prior to the expiration of this CSA, then Subscriber will pay full nonrecurring charges as identified below in addition to applicable termination liability.

<u>USOC</u>		<u>NON-RECURRING CHARGE</u>
WGGVF	Contract Preparation Charge	\$293.00
ILDZPZ		\$300.00 each
ILHA4		\$625.00 each
ILNO1		\$125.00 each
ILNO2		\$125.00 each
ILNO3		\$125.00 each
ILX4R		\$76.00 each
IPQW2	Additional	\$9.00 each
IPQW2	First	\$10.00 each
IPQW4	Additional	\$9.00 each
IPQW4	First	\$10.00 each
IPQW5	Digital Data, Additional	\$7.50 each
IPQW5	Digital Data, First	\$9.00 each
Like IPQW5	Broadband, Additional	\$10.00 each
Like IPQW5	Broadband, First	\$10.00 each
IPQW6	Additional	\$9.00 each
IPQW6	First	\$10.00 each
IPQW7	Additional	\$9.00 each
IPQW7	First	\$10.00 each
IPQW9	Additional	\$9.00 each
IPQW9	First	\$10.00 each
IPQWA	Additional	\$9.00 each
IPQWA	First	\$10.00 each
IPQWE	Digital Data, Additional	\$7.50 each
IPQWE	Digital Data, First	\$9.00 each
Like IPQWE	Broadband, Additional	\$10.00 each
Like IPQWE	Broadband, First	\$10.00 each
IPQWF	Additional	\$9.00 each
IPQWF	First	\$10.00 each
IPQWL	Additional	\$9.00 each
IPQWL	First	\$10.00 each
IPQWM	Additional	\$9.00 each

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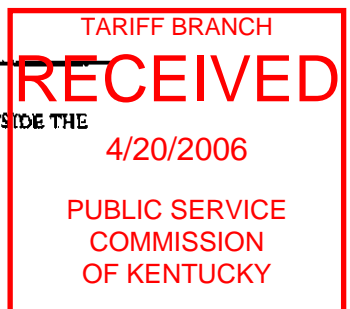
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1PQWM	First	\$10.00	each
1PQWP	Additional	\$9.00	each
1PQWP	First	\$10.00	each
1PQWQ	Additional	\$9.00	each
1PQWQ	First	\$10.00	each
1PQWS	Additional	\$9.00	each
1PQWS	First	\$10.00	each
1PQWU	Additional	\$9.00	each
1PQWU	First	\$10.00	each
1PQWV	Additional	\$9.00	each
1PQWV	First	\$10.00	each
3LBBS	Fixed	\$92.00	each
3LBMF		\$92.00	each
BQ9	Data Bridge	\$39.60	each
Like BQ9	Voice Bridge, 2W Port	\$39.60	each
Like BQ9	Voice Bridge, 4W Port	\$42.24	each
CCOEF	Subsequent	\$730.00	each
CCOSF	Subsequent	\$730.00	each
MGLPV		\$35.00	each
MGLSE		\$600.00	each
NCT		\$250.00	each
ND4		\$480.00	each
ND5		\$1.50	each
ND6		\$1.50	each
NDT		\$50.00	each
NDV		\$480.00	each
P1JAX	Additional	\$224.40	each
P1JAX	First	\$561.00	each
P1JHX	Additional	\$158.40	each
P1JHX	First	\$422.40	each
P2JGX	Additional	\$74.00	each
P2JGX	First	\$140.00	each
P2JHX	Additional	\$115.00	each
P2JHX	First	\$310.00	each
P2JLX	Additional	\$303.60	each
P2JLX	First	\$666.60	each
P2JMX	Additional	\$211.20	each
P2JMX	First	\$495.00	each
P2JNX	Additional	\$211.20	each
P2JNX	First	\$495.00	each
P2IQX	Additional	\$150.00	each

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P2JQX	First	\$360.00	each
P2JRX	Additional	\$297.00	each
P2JRX	First	\$660.00	each
P2JUX	Additional	\$151.80	each
P2JUX	First	\$409.20	each
P2JWX	Additional	\$171.60	each
P2JWX	First	\$435.60	each
P2W	Initial	\$13.20	each
P2W	Subsequent	\$88.44	each
P3W	Initial	\$27.72	each
P3W	Subsequent	\$100.32	each
QHA	Initial	\$21.12	each
QHA	Subsequent	\$93.72	each
SAL	Initial	\$54.12	each
SAL	Subsequent	\$151.80	each
SAU	Initial	\$48.84	each
SAU	Subsequent	\$151.80	each
SAY	Initial	\$15.84	each
SAY	Subsequent	\$151.80	each
SL3	Initial	\$50.16	each
SL3	Subsequent	\$244.20	each
SL5	Initial	\$18.48	each
SL5	Subsequent	\$72.60	each
SLM	Initial	\$58.08	each
SLM	Subsequent	\$224.40	each
VUM14		\$495.00	each
VUM19		\$590.00	each
VUM24		\$265.00	each
VUM28		\$775.00	each
VUM20		\$680.00	each
VUM38		\$960.00	each
VUM48		\$315.00	each
VUM40		\$1,140.00	each
VUM57		\$1,330.00	each
VUM67		\$1,510.00	each
VUM96		\$405.00	each
XW1		\$370.00	each
XW2		\$335.00	each
XW3		\$31.00	each
XW4		\$41.00	each
XW5		\$41.00	each

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XW8

\$205.00 each

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USOC	KENTUCKY	Tier 1 Non- Recurring Charge	Tier 1 Monthly Rate
1LDPA	MegaLink Local Channel, Each Additional 1/2 Mile	\$0.00	\$41.00
1LDPZ	MegaLink Local Channel, First 1/2 Mile	\$0.00	\$72.25
1LH16	IXC, PER CHAN, ADD MI	\$0.00	\$3.15
1LH4R	IOC, PER CHAN, 1ST Q MI	\$0.00	\$14.50
1LH4X	IOC, PER CHAN, ADDL Q M	\$0.00	\$0.65
1LHA4	IXC, PER CHAN, 1ST MILE	\$0.00	\$110.00
1LHA6	IXC, PER CHAN, ADDL MI	\$0.00	\$3.15
1LHB6	IXC, PER CHAN, ADDL MILE	\$0.00	\$3.15
1LNO1	Interoffice channel mileage, fixed rate, 0-8 miles	\$0.00	\$63.75
1LNO2	Interoffice channel mileage, fixed rate, 9-25 miles	\$0.00	\$63.75
1LNO3	Interoffice channel mileage, fixed rate, over 25 miles	\$0.00	\$63.75
1LNOA	Interoffice channel mileage, each airline mile, 0-8 miles	\$0.00	\$16.00
1LNOB	Interoffice channel mileage, each airline mile, 9-25 miles	\$0.00	\$16.00
1LNOC	Interoffice channel mileage, each airline mile, over 25 miles	\$0.00	\$16.00
1LX4R	TYPE 2145 IOC/CHAN, 1ST 1/4 MILE	\$0.00	\$37.00
1LX4X	IOC/CHAN, ADD 1/4 MILE	\$0.00	\$1.10
1PQW2	ML, 2.4 Kbps Digital Data Feature Activation at CO	\$0.00	\$11.00
1PQW4	ML, 4.8 KBPS Digital Data Feature Activation at CO	\$0.00	\$11.00
1PQW5	ML, 56 KBPS broadband feature activation at CO	\$0.00	\$8.00
1PQW5	ML, 56 KBPS digital data feature activation at CO	\$0.00	\$11.00
1PQW6	ML, analog foreign exchange line feature activation at CO	\$0.00	\$5.00
1PQW7	ML, analog foreign exch trunk feature activation at CO	\$0.00	\$5.00
1PQW9	ML, 9.6 Kbps Digital Data Feature Activation at CO	\$0.00	\$11.00
1PQWA	MegaLink, analog WATS feature activation at CO	\$0.00	\$5.00
1PQWE	MLCS Featr Activatiion CO Broadband 64 K	\$0.00	\$8.00
1PQWE	MLCS Featr Activatiion CO Dig Data 64 K	\$0.00	\$11.00
1PQWF	MegaLink, analog voice data feature activation at CO	\$0.00	\$8.00
1PQWL	MLCS Featr Activation CO Dig Data 19.2	\$0.00	\$11.00
1PQWM	MegaLink, analog voice line feature activation at CO	\$0.00	\$5.00
1PQWP	MegaLink, analog off premises sta feature activation at CO	\$0.00	\$5.00
1PQWQ	MegaLink, analog tie line/trunk feature activation at CO	\$0.00	\$8.00
1PQWS	MegaLink, ESSX station line feature activation, at CO	\$0.00	\$5.00
1PQWU	MegaLink, analog trunk feature activation at CO	\$0.00	\$5.00
1PQWV	ML analog vg pl, non-data, feature activation	\$0.00	\$5.00
3LBAS	Interoffice Channel, Sub Voice Grade, all mileage bands, fixed	\$0.00	\$30.00
	Interoffice Channel, Sub Voice Grade, 1-8 miles, per mile (Like 3LBAS)	\$0.00	\$4.10
	Interoffice Channel, Sub Voice Grade, 9-25 miles, per mile (Like 3LBAS)	\$0.00	\$4.00
	Interoffice Channel, Sub Voice Grade, over 25 miles, per mile (Like 3LBAS)	\$0.00	\$4.00

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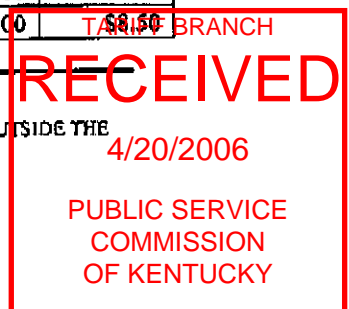
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	3LBAS)		
3LBBS	Interoffice Channel, Voice Grade, all mileage bands, fixed	\$0.00	\$36.00
	Interoffice Channel, Voice Grade, all mileage bands, per mile (Like 3LBBS)	\$0.00	\$2.34
3LBMA	Voice Grade Interoffice Channel Series 2000, Each Mile or Fraction Thereof	\$0.00	\$1.75
3LBMF	Voice Grade Interoffice Channel Series 2000, Fixed per Interoffice Channel	\$0.00	\$28.50
BQ9	IntraLATA Private Line Service, Data Bridge, 4W	\$0.00	\$18.00
	IntraLATA Private Line Service, Voice Grade Bridge 2W (Like BQ9)	\$0.00	\$23.76
	IntraLATA Private Line Service, Voice Grade Bridge 4W (Like BQ9)	\$0.00	\$27.72
CCOEF	Clear channel capability extended superframe format	\$0.00	\$0.00
CCOSF	Clear channel capability superframe format	\$0.00	\$0.00
HTG	Hunting	\$0.00	\$0.00
HTGKX	Hunting	\$0.00	\$5.70
MGLIM	One-Time Charge for Service Change, Inside Moves	\$0.00	\$0.00
MGLPV	One-Time Charge for Premise Visit	\$0.00	\$0.00
MGLSE	One-Time Charge for Service Establishment	\$0.00	\$0.00
NCT	DID Trunk Termination, Each Combination Trunk	\$0.00	\$46.75
ND3	NAS - MegaLink Channel Trunks - DID Combination	\$0.00	\$38.55
ND4	Establishment of First Group of Numbers - Group of 20 Working	\$0.00	\$4.25
ND5	Non-Consecutive DID Numbers	\$0.00	\$0.21
ND6	Reserved Non-Consecutive DID Numbers	\$0.00	\$0.14
NDT	DID Trunk Termination, Each Inward Only Trunk	\$0.00	\$29.75
NDV	Group of 20 Reserved DID Numbers	\$0.00	\$4.25
NKT1X	NAS - MegaLink Channel Trunks - Inward Only	\$0.00	\$21.25
NKT2X	NAS - MegaLink Channel Trunks - Combination	\$0.00	\$23.25
NKTOX	NAS - MegaLink Channel Trunks - Outward Only	\$0.00	\$23.25
NQM	NAS - MegaLink Channel Trunks - Combination	\$0.00	\$20.27
NQP	NAS - MegaLink Channel Trunks - Inward Only	\$0.00	\$18.28
NQT	NAS - MegaLink Channel Trunks - Outward Only	\$0.00	\$20.27
P1JAX	RA Private Line Service, Sub-Voice Grade Local Channel	\$0.00	\$26.40
P1JHX	RA Private Line Service, Sub-Voice Grade Local Channel	\$0.00	\$26.40
P2JGX	RA Private Line Service, Voice Grade Local Channel	\$0.00	\$10.00
P2JHX	RA Private Line Service, Voice Grade Local Channel	\$0.00	\$25.00
P2JLX	IntraLATA Private Line Service, Voice Grade Local Channel	\$0.00	\$33.00
P2JMX	Voice Grade Local Channel	\$0.00	\$47.50
P2JNX	Voice Grade Local Channel	\$0.00	\$47.50
P2JQX	RA Private Line Service, Voice Grade Local Channel	\$0.00	\$45.00
P2JRX	RA Private Line Service, Voice Grade Local Channel	\$0.00	\$59.40
P2JUX	RA Private Line Service, Voice Grade Local Channel	\$0.00	\$41.25
P2JWX	RA Private Line Service, Voice Grade Local Channel	\$0.00	\$74.25
P2W	Conditioning-Voice Grade Service-C1 Type	\$0.00	\$2.00
P3W	Conditioning-Voice Grade Service-C2 Type	\$0.00	\$2.00
QHA	Conditioning-Voice Grade Service-D1 Type	\$0.00	\$2.64
S5DBD	Pulsing Option - DTMF	\$0.00	\$8.50
S5MBD	Pulsing Option - MF	\$0.00	\$8.50

PRIVATE/PROPRIETARY

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**CONTRACT SERVICE ARRANGEMENT
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Case Number KY05-A303-01

Option 1 of 1

SAL	Private Line Service-Type A signaling arrangement	\$0.00	\$7.92
SAU	Private Line Service, Type B signaling arrangement	\$0.00	\$7.92
SAY	Private Line Service, Type C signaling arrangement	\$0.00	\$3.96
SL3	Manual ringdown signaling arrangement	\$0.00	\$14.52
SL5	Ringdown-Automatic	\$0.00	\$13.20
SLM	IntraLATA Private Line Service, E&M signaling arrangement	\$0.00	\$11.88
TJB	TouchTone Service	\$0.00	\$0.00
VUM14	MLCS, Basic System Capacity, 144 Voice Equiv Channels	\$0.00	\$882.30
VUM19	MLCS, Basic System Capacity, 192 Voice Equiv Channels	\$0.00	\$1,076.10
VUM24	MLCS, 24 Voice Equivalent Channels	\$0.00	\$178.50
VUM28	MLCS, Basic System Capacity, 288 Voice Equiv Channels	\$0.00	\$1,437.35
VUM20	MLCS, Basic System Capacity, 240 Voice Equiv Channels	\$0.00	\$1,259.70
VUM38	MLCS, Basic System Capacity, 384 Voice Equiv Channels	\$0.00	\$1,751.85
VUM48	MLCS, Basic System Capacity, 48 Voice Equiv Channels	\$0.00	\$348.50
VUM40	MLCS, Basic System Capacity, 480 Voice Equiv Channels	\$0.00	\$2,050.20
VUM57	MLCS, Basic System Capacity, 576 Voice Equiv Channels	\$0.00	\$2,339.20
VUM67	MLCS, Basic System Capacity, 672 Voice Equiv Channels	\$0.00	\$2,600.15
VUM96	MLCS, Basic System Capacity, 96 Voice Equiv Channels	\$0.00	\$680.00
XW1	IntraLATA Private Line Service, Common Equipment, Additional Bridging Shelf	\$0.00	\$120.00
XW2	IntraLATA Private Line Service, Common Equipment, Additional Bridging Shelf	\$0.00	\$120.00
XW3	IntraLATA Private Line Service, Remote station channel connection	\$0.00	\$5.00
XW4	IntraLATA Private Line Service, Mid-link Channel Connection, first channel	\$0.00	\$10.00
XW5	IntraLATA Private Line Service, Mid-link channel connection, subsequent channel	\$0.00	\$10.00
XW8	IntraLATA Private Line Service, Common Equipment, Additional Bridging Shelf	\$0.00	\$50.00

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-A303-01

Option 1 of 1

USOC	KENTUCKY	Tier 2 Non- Recurring Charge	Tier 2 Monthly Rate
1LDPA	MegaLink Local Channel, Each Additional 1/2 Mile	\$0.00	\$41.00
1LDPZ	MegaLink Local Channel, First 1/2 Mile	\$0.00	\$68.00
1LH16	IXC, PER CHAN, ADD MI	\$0.00	\$2.99
1LH4R	IOC, PER CHAN, 1ST Q MI	\$0.00	\$13.78
1LH4X	IOC, PER CHAN, ADDL Q M	\$0.00	\$0.62
1LHA4	IXC, PER CHAN, 1ST MILE	\$0.00	\$104.50
1LHA6	IXC, PER CHAN, ADDL MI	\$0.00	\$2.99
1LHB6	IXC, PER CHAN, ADDL MILE	\$0.00	\$2.99
1LNO1	Interoffice channel mileage, fixed rate, 0-8 miles	\$0.00	\$60.00
1LNO2	Interoffice channel mileage, fixed rate, 9-25 miles	\$0.00	\$60.00
1LNO3	Interoffice channel mileage, fixed rate, over 25 miles	\$0.00	\$60.00
1LNOA	Interoffice channel mileage, each airline mile, 0-8 miles	\$0.00	\$16.00
1LNOB	Interoffice channel mileage, each airline mile, 9-25 miles	\$0.00	\$16.00
1LNOC	Interoffice channel mileage, each airline mile, over 25 miles	\$0.00	\$16.00
1LX4R	TYPE 2145 IOC/CHAN, 1ST 1/4 MILE	\$0.00	\$35.15
1LX4X	IOC/CHAN, ADD 1/4 MILE	\$0.00	\$1.05
1PQW2	ML, 2.4 Kbps Digital Data Feature Activation at CO	\$0.00	\$10.40
1PQW4	ML, 4.8 KBPS Digital Data Feature Activation at CO	\$0.00	\$10.40
1PQW5	ML, 56 KBPS broadband feature activation at CO	\$0.00	\$8.00
1PQW5	ML, 56 KBPS digital data feature activation at CO	\$0.00	\$10.40
1PQW6	ML, analog foreign exchange line feature activation at CO	\$0.00	\$5.00
1PQW7	ML, analog foreign exch trunk feature activation at CO	\$0.00	\$5.00
1PQW9	ML, 9.6 Kbps Digital Data Feature Activation at CO	\$0.00	\$10.40
1PQWA	MegaLink, analog WATS feature activation at CO	\$0.00	\$5.00
1PQWE	MLCS Featr Activation CO Broadband 64 K	\$0.00	\$8.00
1PQWE	MLCS Featr Activation CO Dig Data 64 K	\$0.00	\$10.40
1PQWF	MegaLink, analog voice data feature activation at CO	\$0.00	\$8.00
1PQWL	MLCS Featr Activation CO Dig Data 19.2	\$0.00	\$10.40
1PQWM	MegaLink, analog voice line feature activation at CO	\$0.00	\$5.00
1PQWP	MegaLink, analog off premises sta feature activation at CO	\$0.00	\$5.00
1PQWQ	MegaLink, analog tie line/trunk feature activation at CO	\$0.00	\$8.00
1PQWS	MegaLink, ESSX station line feature activation, at CO	\$0.00	\$5.00
1PQWU	MegaLink, analog trunk feature activation at CO	\$0.00	\$5.00
1PQWV	ML analog vg pl, non-data, feature activation	\$0.00	\$5.00
3LBAS	Interoffice Channel, Sub Voice Grade, all mileage bands, fixed	\$0.00	\$28.50
	Interoffice Channel, Sub Voice Grade, 1-8 miles, per mile (Like 3LBAS)	\$0.00	\$3.89
	Interoffice Channel, Sub Voice Grade, 9-25 miles, per mile (Like 3LBAS)	\$0.00	\$3.80
	Interoffice Channel, Sub Voice Grade, over 25 miles, per mile (Like 3LBAS)	\$0.00	\$3.71
3LBBS	Interoffice Channel, Voice Grade, all mileage bands, fixed	\$0.00	\$34.20

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-A303-01

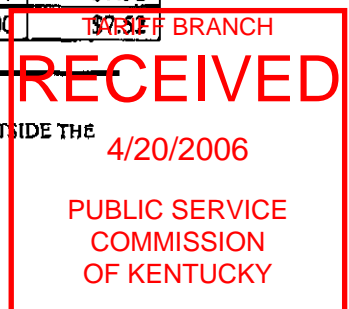
Option 1 of 1

	Interoffice Channel, Voice Grade, all mileage bands, per mile (Like 3LBBS)	\$0.00	\$2.22
3LBMA	Voice Grade Interoffice Channel Series 2000, Each Mile or Fraction Thereof	\$0.00	\$1.75
3LBMF	Voice Grade Interoffice Channel Series 2000, Fixed per Interoffice Channel	\$0.00	\$28.50
BQ9	IntraLATA Private Line Service, Data Bridge, 4W	\$0.00	\$18.00
	IntraLATA Private Line Service, Voice Grade Bridge 2W (Like BQ9)	\$0.00	\$22.57
	IntraLATA Private Line Service, Voice Grade Bridge 4W (Like BQ9)	\$0.00	\$26.33
CCOEF	Clear channel capability extended superframe format	\$0.00	\$0.00
CCOSF	Clear channel capability superframe format	\$0.00	\$0.00
HTG	Hunting	\$0.00	\$0.00
HTGKX	Hunting	\$0.00	\$5.42
MGLIM	One-Time Charge for Service Change, Inside Moves	\$0.00	\$0.00
MGLPV	One-Time Charge for Premise Visit	\$0.00	\$0.00
MGLSE	One-Time Charge for Service Establishment	\$0.00	\$0.00
NCT	DID Trunk Termination, Each Combination Trunk	\$0.00	\$44.00
ND3	NAS - MegaLink Channel Trunks - DID Combination	\$0.00	\$36.28
ND4	Establishment of First Group of Numbers - Group of 20 Working	\$0.00	\$4.00
ND5	Non-Consecutive DID Numbers	\$0.00	\$0.20
ND6	Reserved Non-Consecutive DID Numbers	\$0.00	\$0.14
NDT	DID Trunk Termination, Each Inward Only Trunk	\$0.00	\$28.00
NDV	Group of 20 Reserved DID Numbers	\$0.00	\$4.00
NKT1X	NAS - MegaLink Channel Trunks - Inward Only	\$0.00	\$20.00
NKT2X	NAS - MegaLink Channel Trunks - Combination	\$0.00	\$21.88
NKTOX	NAS - MegaLink Channel Trunks - Outward Only	\$0.00	\$21.88
NQM	NAS - MegaLink Channel Trunks - Combination	\$0.00	\$19.08
NQP	NAS - MegaLink Channel Trunks - Inward Only	\$0.00	\$17.20
NQT	NAS - MegaLink Channel Trunks - Outward Only	\$0.00	\$19.08
P1JAX	RA Private Line Service, Sub-Voice Grade Local Channel	\$0.00	\$25.08
P1JHX	RA Private Line Service, Sub-Voice Grade Local Channel	\$0.00	\$25.08
P2JGX	RA Private Line Service, Voice Grade Local Channel	\$0.00	\$9.50
P2JHX	RA Private Line Service, Voice Grade Local Channel	\$0.00	\$23.75
P2JLX	IntraLATA Private Line Service, Voice Grade Local Channel	\$0.00	\$31.35
P2JMX	Voice Grade Local Channel	\$0.00	\$47.50
P2JNX	Voice Grade Local Channel	\$0.00	\$47.50
P2IQX	RA Private Line Service, Voice Grade Local Channel	\$0.00	\$42.75
P2JRX	RA Private Line Service, Voice Grade Local Channel	\$0.00	\$56.43
P2JUX	RA Private Line Service, Voice Grade Local Channel	\$0.00	\$39.19
P2JWX	RA Private Line Service, Voice Grade Local Channel	\$0.00	\$70.54
P2W	Conditioning-Voice Grade Service-C1 Type	\$0.00	\$2.00
P3W	Conditioning-Voice Grade Service-C2 Type	\$0.00	\$2.00
QHA	Conditioning-Voice Grade Service-D1 Type	\$0.00	\$2.51
S5DBD	Pulsing Option - DTMF	\$0.00	\$8.00
S5MBD	Pulsing Option - MF	\$0.00	\$8.00
SAL	Private Line Service-Type A signaling arrangement	\$0.00	\$7.52
SAU	Private Line Service, Type B signaling arrangement	\$0.00	\$7.52

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-A303-01

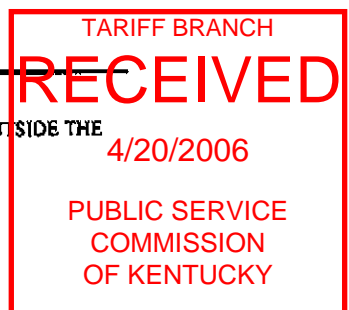
Option 1 of 1

SAY	Private Line Service, Type C signaling arrangement	\$0.00	\$3.76
SL3	Manual ringdown signaling arrangement	\$0.00	\$13.79
SL5	Ringdown-Automatic	\$0.00	\$12.54
SLM	IntraLATA Private Line Service, E&M signaling arrangement	\$0.00	\$11.29
TJB	TouchTone Service	\$0.00	\$0.00
VUM14	MLCS, Basic System Capacity, 144 Voice Equip Channels	\$0.00	\$830.40
VUM19	MLCS, Basic System Capacity, 192 Voice Equip Channels	\$0.00	\$1,012.80
VUM24	MLCS, 24 Voice Equivalent Channels	\$0.00	\$168.00
VUM28	MLCS, Basic System Capacity, 288 Voice Equip Channels	\$0.00	\$1,352.80
VUM20	MLCS, Basic System Capacity, 240 Voice Equip Channels	\$0.00	\$1,185.60
VUM38	MLCS, Basic System Capacity, 384 Voice Equip Channels	\$0.00	\$1,648.80
VUM48	MLCS, Basic System Capacity, 48 Voice Equip Channels	\$0.00	\$328.00
VUM40	MLCS, Basic System Capacity, 480 Voice Equip Channels	\$0.00	\$1,929.60
VUM57	MLCS, Basic System Capacity, 576 Voice Equip Channels	\$0.00	\$2,201.60
VUM67	MLCS, Basic System Capacity, 672 Voice Equip Channels	\$0.00	\$2,447.20
VUM96	MLCS, Basic System Capacity, 96 Voice Equip Channels	\$0.00	\$640.00
XW1	IntraLATA Private Line Service, Common Equipment, Additional Bridging Shelf	\$0.00	\$114.00
XW2	IntraLATA Private Line Service, Common Equipment, Additional Bridging Shelf	\$0.00	\$114.00
XW3	IntraLATA Private Line Service, Remote station channel connection	\$0.00	\$4.75
XW4	IntraLATA Private Line Service, Mid-link Channel Connection, first channel	\$0.00	\$9.50
XW5	IntraLATA Private Line Service, Mid-link channel connection, subsequent channel	\$0.00	\$9.50
XW8	IntraLATA Private Line Service, Common Equipment, Additional Bridging Shelf	\$0.00	\$47.50

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**CONTRACT SERVICE ARRANGEMENT
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Case Number KY05-A303-01

Option 1 of 1

USOC	KENTUCKY	Tier 3 Non- Recurring Charge	Tier 3 Monthly Rate
1LDPA	MegaLink Local Channel, Each Additional 1/2 Mile	\$0.00	\$39.60
1LDPZ	MegaLink Local Channel, First 1/2 Mile	\$0.00	\$61.20
1LH16	IXC, PER CHAN, ADD MI	\$0.00	\$2.84
1LH4R	IOC, PER CHAN, 1ST Q MI	\$0.00	\$13.05
1LH4X	IOC, PER CHAN, ADDL Q M	\$0.00	\$0.59
1LHA4	IXC, PER CHAN, 1ST MILE	\$0.00	\$99.00
1LHA6	IXC, PER CHAN, ADDL MI	\$0.00	\$2.84
1LHB6	IXC, PER CHAN, ADDL MILE	\$0.00	\$2.84
1LNO1	Interoffice channel mileage, fixed rate, 0-8 miles	\$0.00	\$54.00
1LNO2	Interoffice channel mileage, fixed rate, 9-25 miles	\$0.00	\$54.00
1LNO3	Interoffice channel mileage, fixed rate, over 25 miles	\$0.00	\$54.00
1LNOA	Interoffice channel mileage, each airline mile, 0-8 miles	\$0.00	\$16.00
1LNOB	Interoffice channel mileage, each airline mile, 9-25 miles	\$0.00	\$16.00
1LNOC	Interoffice channel mileage, each airline mile, over 25 miles	\$0.00	\$16.00
1LX4R	TYPE 2145 IOC/CHAN, 1ST 1/4 MILE	\$0.00	\$33.30
1LX4X	IOC/CHAN, ADD 1/4 MILE	\$0.00	\$0.99
1PQW2	ML, 2.4 Kbps Digital Data Feature Activation at CO	\$0.00	\$9.36
1PQW4	ML, 4.8 KBPS Digital Data Feature Activation at CO	\$0.00	\$9.36
1PQW5	ML, 56 KBPS broadband feature activation at CO	\$0.00	\$7.20
1PQW5	ML, 56 KBPS digital data feature activation at CO	\$0.00	\$9.36
1PQW6	ML, analog foreign exchange line feature activation at CO	\$0.00	\$4.68
1PQW7	ML, analog foreign exch trunk feature activation at CO	\$0.00	\$4.68
1PQW9	ML, 9.6 Kbps Digital Data Feature Activation at CO	\$0.00	\$9.36
1PQWA	MegaLink, analog WATS feature activation at CO	\$0.00	\$4.68
1PQWE	MLCS Featr Activation CO Broadband 64 K	\$0.00	\$7.20
1PQWE	MLCS Featr Activation CO Dig Data 64 K	\$0.00	\$9.36
1PQWF	MegaLink, analog voice data feature activation at CO	\$0.00	\$7.20
1PQWL	MLCS Featr Activation CO Dig Data 19.2	\$0.00	\$9.36
1PQWM	MegaLink, analog voice line feature activation at CO	\$0.00	\$4.68
1PQWP	MegaLink, analog off premises sta feature activation at CO	\$0.00	\$4.68
1PQWQ	MegaLink, analog tie line/trunk feature activation at CO	\$0.00	\$7.20
1PQWS	MegaLink, ESSX station line feature activation, at CO	\$0.00	\$4.68
1PQWU	MegaLink, analog trunk feature activation at CO	\$0.00	\$4.68
1PQWV	ML analog vg pl, non-data, feature activation	\$0.00	\$4.68
3LBAS	Interoffice Channel, Sub Voice Grade, all mileage bands, fixed	\$0.00	\$27.00
	Interoffice Channel, Sub Voice Grade, 1-8 miles, per mile (Like 3LBAS)	\$0.00	\$3.69
	Interoffice Channel, Sub Voice Grade, 9-25 miles, per mile (Like 3LBAS)	\$0.00	\$3.60
	Interoffice Channel, Sub Voice Grade, over 25 miles, per mile (Like 3LBAS)	\$0.00	\$3.51
3LBBS	Interoffice Channel, Voice Grade, all mileage bands, fixed	\$0.00	\$36.00

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**CONTRACT SERVICE ARRANGEMENT
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Option 1 of 1

	Interoffice Channel, Voice Grade, all mileage bands, per mile (Like 3LBBS)	\$0.00	\$2.11
3LBMA	Voice Grade Interoffice Channel Series 2000, Each Mile or Fraction Thereof	\$0.00	\$1.75
3LBMF	Voice Grade Interoffice Channel Series 2000, Fixed per Interoffice Channel	\$0.00	\$27.00
BQ9	IntraLATA Private Line Service, Data Bridge, 4W	\$0.00	\$18.00
	IntraLATA Private Line Service, Voice Grade Bridge 2W (Like BQ9)	\$0.00	\$21.38
	IntraLATA Private Line Service, Voice Grade Bridge 4W (Like BQ9)	\$0.00	\$24.95
CCOEF	Clear channel capability extended superframe format	\$0.00	\$0.00
CCOSF	Clear channel capability superframe format	\$0.00	\$0.00
HTG	Hunting	\$0.00	\$0.00
HTGKX	Hunting	\$0.00	\$5.13
MGLIM	One-Time Charge for Service Change, Inside Moves	\$0.00	\$0.00
MGLPV	One-Time Charge for Premise Visit	\$0.00	\$0.00
MGLSE	One-Time Charge for Service Establishment	\$0.00	\$0.00
NCT	DID Trunk Termination, Each Combination Trunk	\$0.00	\$39.60
ND3	NAS - MegaLink Channel Trunks - DID Combination	\$0.00	\$32.65
ND4	Establishment of First Group of Numbers - Group of 20 Working	\$0.00	\$3.60
ND5	Non-Consecutive DID Numbers	\$0.00	\$0.18
ND6	Reserved Non-Consecutive DID Numbers	\$0.00	\$0.12
NDT	DID Trunk Termination, Each Inward Only Trunk	\$0.00	\$25.20
NDV	Group of 20 Reserved DID Numbers	\$0.00	\$3.60
NKT1X	NAS - MegaLink Channel Trunks - Inward Only	\$0.00	\$18.00
NKT2X	NAS - MegaLink Channel Trunks - Combination	\$0.00	\$19.69
NKTOX	NAS - MegaLink Channel Trunks - Outward Only	\$0.00	\$19.69
NQM	NAS - MegaLink Channel Trunks - Combination	\$0.00	\$17.17
NQP	NAS - MegaLink Channel Trunks - Inward Only	\$0.00	\$15.48
NQT	NAS - MegaLink Channel Trunks - Outward Only	\$0.00	\$17.17
P1JAX	RA Private Line Service, Sub-Voice Grade Local Channel	\$0.00	\$23.76
P1JHX	RA Private Line Service, Sub-Voice Grade Local Channel	\$0.00	\$23.76
P2JGX	RA Private Line Service, Voice Grade Local Channel	\$0.00	\$9.00
P2JHX	RA Private Line Service, Voice Grade Local Channel	\$0.00	\$22.50
P2JLX	IntraLATA Private Line Service, Voice Grade Local Channel	\$0.00	\$29.70
P2JMX	Voice Grade Local Channel	\$0.00	\$47.50
P2JNX	Voice Grade Local Channel	\$0.00	\$47.50
P2JQX	RA Private Line Service, Voice Grade Local Channel	\$0.00	\$40.50
P2JRX	RA Private Line Service, Voice Grade Local Channel	\$0.00	\$53.46
P2JUX	RA Private Line Service, Voice Grade Local Channel	\$0.00	\$37.13
P2JWX	RA Private Line Service, Voice Grade Local Channel	\$0.00	\$66.83
P2W	Conditioning-Voice Grade Service-C1 Type	\$0.00	\$2.00
P3W	Conditioning-Voice Grade Service-C2 Type	\$0.00	\$2.00
QHA	Conditioning-Voice Grade Service-D1 Type	\$0.00	\$2.38
SSDBD	Pulsing Option - DTMF	\$0.00	\$7.20
SSMBD	Pulsing Option - MF	\$0.00	\$7.20
SAL	Private Line Service-Type A signaling arrangement	\$0.00	\$7.13
SAU	Private Line Service, Type B signaling arrangement	\$0.00	\$7.13

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-A303-01

Option 1 of 1

SAY	Private Line Service, Type C signaling arrangement	\$0.00	\$3.56
SL3	Manual ringdown signaling arrangement	\$0.00	\$13.07
SL5	Ringdown-Automatic	\$0.00	\$11.88
SLM	IntraLATA Private Line Service, E&M signaling arrangement	\$0.00	\$10.69
TJB	TouchTone Service	\$0.00	\$0.00
VUM14	MLCS, Basic System Capacity, 144 Voice Equiv Channels	\$0.00	\$747.36
VUM19	MLCS, Basic System Capacity, 192 Voice Equiv Channels	\$0.00	\$911.52
VUM24	MLCS, 24 Voice Equivalent Channels	\$0.00	\$151.20
VUM28	MLCS, Basic System Capacity, 288 Voice Equiv Channels	\$0.00	\$1,217.52
VUM20	MLCS, Basic System Capacity, 240 Voice Equiv Channels	\$0.00	\$1,067.04
VUM38	MLCS, Basic System Capacity, 384 Voice Equiv Channels	\$0.00	\$1,483.92
VUM48	MLCS, Basic System Capacity, 48 Voice Equiv Channels	\$0.00	\$295.20
VUM40	MLCS, Basic System Capacity, 480 Voice Equiv Channels	\$0.00	\$1,736.64
VUM57	MLCS, Basic System Capacity, 576 Voice Equiv Channels	\$0.00	\$1,981.44
VUM67	MLCS, Basic System Capacity, 672 Voice Equiv Channels	\$0.00	\$2,202.48
VUM96	MLCS, Basic System Capacity, 96 Voice Equiv Channels	\$0.00	\$576.00
XW1	IntraLATA Private Line Service, Common Equipment, Additional Bridging Shelf	\$0.00	\$108.00
XW2	IntraLATA Private Line Service, Common Equipment, Additional Bridging Shelf	\$0.00	\$108.00
XW3	IntraLATA Private Line Service, Remote station channel connection	\$0.00	\$4.50
XW4	IntraLATA Private Line Service, Mid-link Channel Connection, first channel	\$0.00	\$9.00
XW5	IntraLATA Private Line Service, Mid-link channel connection, subsequent channel	\$0.00	\$9.00
XW8	IntraLATA Private Line Service, Common Equipment, Additional Bridging Shelf	\$0.00	\$45.00

END OF ARRANGEMENT AGREEMENT OPTION 1

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-3948-05

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

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

PRIVATE/PROPRIETARY

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-3948-05

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

8. This Agreement shall be construed in accordance with the laws of the State 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, Rm 300
Louisville, KY 40223

Subscriber

Louisville Housing Authority
420 South Eighth Street
LOUISVILLE, KY 40202

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

PRIVATE/PROPRIETARY

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

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

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-3948-05
Option 1 of 1

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

Offer Expiration: This offer shall expire on: 7/9/2006.

Estimated service interval following acceptance date: Negotiable weeks.

Service description:

Contract Service Arrangement to provide rates and charges for BellSouth® Centrex service served from a DMS central office.

The term for this contract will be 12 months with four (4) one-year renewals. This contract will not auto-renew.

®BellSouth is a registered trademark of BellSouth Intellectual Property Corporation.

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**CONTRACT SERVICE ARRANGEMENT
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Option 1 of 1

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

Accepted by:

Subscriber:
Louisville Housing Authority

By: *Ron Sharp*
Authorized Signature

Printed Name: RON SHARP

Title: DIRECTOR OF PURCHASING

Date: 3-14-06

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

By: *Sheri Rose*
Authorized Signature

Printed Name: SHERI ROSE

Title: BRANCH SALES MGR

Date: 3-15-06

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RATES AND CHARGES

	<u>Rate Elements</u>	<u>Non-Recurring</u>	<u>Monthly Rate</u>	<u>USOC</u>
1	BellSouth® Centrex service, Payment Plan 5, Standard common equipment, each	\$.00	\$1,240.00	MIACS
2	BellSouth® Centrex service, Payment Plan 5, Common equipment customized by the Company at the subscriber's request, each	\$.00	\$1,240.00	MIACC
3	BellSouth® Centrex service, Standard Features, per station line, each	\$.00	\$3.95	CENAA
4	BellSouth® Centrex service, Payment Plan 5, Station Links, Flat Rate, each	\$.00	\$7.05	M4LFA
5	BellSouth® Centrex service, Payment Plan 5, Station Links for 800 Service Termination, Flat Rate, each	\$.00	\$7.05	M4LFB
6	BellSouth® Centrex service, Payment Plan 5, Station Links Terminated on Electronic Business Sets/PSET (DMS-100 only), Flat Rate, each	\$.00	\$7.05	M4LFC
7	BellSouth® Centrex service, Payment Plan 5, Station Links Terminated on Electronic Business Sets/M5009 (DMS-100 only), Flat Rate, each	\$.00	\$7.05	M4LFD
8	BellSouth® Centrex service, Payment Plan 5, Station Links Terminated on Electronic Business Sets/M5209 (DMS-100 only), Flat Rate, each	\$.00	\$7.05	M4LFE
9	BellSouth® Centrex service, Payment Plan 5, Station Links Terminated on Electronic Business Sets/M5112 (DMS-100 only), Flat Rate, each	\$.00	\$7.05	M4LFF
10	BellSouth® Centrex service, Payment Plan 5, Station Links Terminated on Electronic Business Sets/M5312 (DMS-100 only), Flat Rate, each	\$.00	\$7.05	M4LFG
11	BellSouth® Centrex service, Payment Plan 5, Station Links Terminated on	\$.00	\$7.05	M4LFT

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RATES AND CHARGES

	Electronic Business Sets/M5008 (DMS-100 only), Flat Rate, each			
12	BellSouth® Centrex service, Payment Plan 5, Station Links Terminated on Electronic Business Sets/M5208 (DMS-100 only), Flat Rate, each	\$.00	\$ 7.05	M4LFU
13	BellSouth® Centrex service, Payment Plan 5, Station Links Terminated on Electronic Business Sets/M5216 (DMS-100 only), Flat Rate, each	\$.00	\$ 7.05	M4LFV
14	BellSouth® Centrex service, Payment Plan 5, Station Links Terminated on Electronic Business Sets/M5316 (DMS-100 only), Flat Rate, each	\$.00	\$ 7.05	M4LF3
15	BellSouth® Centrex service, Payment Plan 5, Station Links Equipped with Caller ID, Flat Rate, each	\$.00	\$ 7.05	M4LFH
16	BellSouth® Centrex service, Payment Plan 5, Station Links Equipped with Caller ID and Message Waiting Lamp Indication (DMS-100 only), Flat Rate, each	\$.00	\$ 7.05	M4LFW
17	BellSouth® Centrex service, Payment Plan 5, Station Links Equipped for Message Waiting Lamp Indication (DMS-100 only), Flat Rate, each	\$.00	\$ 7.05	M4LFJ
18	BellSouth® Centrex service, Payment Plan 5, Station Links for Provision in a Different Serving Wire Center, Flat Rate, each	\$.00	\$ 7.05	M4LFM
19	BellSouth® Centrex service, Payment Plan 5, Station Links for Provision in a Different Serving Wire Center for Electronic Business Sets/PSET (DMS-100 only), Flat Rate, each	\$.00	\$ 7.05	M4LFO
20	BellSouth® Centrex service, Payment Plan 5, Station Links for Provision in a Different Serving Wire Center for Electronic Business Sets/M5009 (DMS-100 only), Flat Rate, each	\$.00	\$ 7.05	M4LFP
21	BellSouth® Centrex service, Payment Plan 5, Station Links for Provision in a Different Serving Wire Center for Electronic Business Sets/M5209 (DMS-100 only), Flat Rate, each	\$.00	\$ 7.05	M4LFQ

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RATES AND CHARGES

22	BellSouth® Centrex service, Payment Plan 5, Station Links for Provision in a Different Serving Wire Center for Electronic Business Sets/M5112 (DMS-100 only), Flat Rate, each	\$.00	\$7.05	M4LFR
23	BellSouth® Centrex service, Payment Plan 5, Station Links for Provision in a Different Serving Wire Center for Electronic Business Sets/M5312 (DMS-100 only), Flat Rate, each	\$.00	\$7.05	M4LFS
24	BellSouth® Centrex service, Payment Plan 5, Station Links for Provision in a Different Serving Wire Center for Electronic Business Sets/M5008 (DMS-100 only), Flat Rate, each	\$.00	\$7.05	M4LF4
25	BellSouth® Centrex service, Payment Plan 5, Station Links for Provision in a Different Serving Wire Center for Electronic Business Sets/M5208 (DMS-100 only), Flat Rate, each	\$.00	\$7.05	M4LFS
26	BellSouth® Centrex service, Payment Plan 5, Station Links for Provision in a Different Serving Wire Center for Electronic Business Sets/M5216 (DMS-100 only), Flat Rate, each	\$.00	\$7.05	M4LF6
27	BellSouth® Centrex service, Payment Plan 5, Station Links for Provision in a Different Serving Wire Center for Electronic Business Sets/M5316 (DMS-100 only), Flat Rate, each	\$.00	\$7.05	M4LF7
28	BellSouth® Centrex service, Payment Plan 5, Station Links for Provision in a Different Serving Wire Center for 800 service Termination, Flat Rate, each	\$.00	\$7.05	M4LFZ
29	BellSouth® Centrex service, Payment Plan 5, Station Links Termination on MegaLink® service, LightGate® service, or Equivalent Services, Flat Rate, each	\$.00	\$.00	M4LF9
30	BellSouth® Centrex service, Payment Plan 5, Station Links Termination on MegaLink® service, LightGate® service, or Equivalent Services for 800 service Termination, Flat Rate, each	\$.00	\$.00	M4LF2
31	BellSouth® Centrex service, Payment Plan 5, Bridged Links, located on different	\$.00	\$7.05	M1FNX

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RATES AND CHARGES

	premises from station link on non-continuous property, each			
32	BellSouth® Centrex service, Payment Plan 5, Bridged Links, located on different premises from station link on same continuous property, each	\$.00	\$7.05	M1FCX
33	BellSouth® Centrex service, Payment Plan 5, Extended Bridged Links, extended to different premises, different serving wire center, each	\$.00	\$7.05	M1FEX
34	BellSouth® Centrex service, Interoffice Channels, Per Non-ISDN service channel, each	\$.00	\$23.06	M1GBC
35	BellSouth® Centrex service, Interoffice Channels, Per Non-ISDN service channel, per mile	\$.00	\$1.50	M1GBM
36	BellSouth® Centrex service, Network Access Register (NAR) Package, per NAR, Both-way, Flat Rate	\$.00	\$12.90	M9QCX
37	BellSouth® Centrex service, Network Access Register (NAR) Package, per NAR, One-way Inward, Flat Rate	\$.00	\$12.90	M9Q1X
38	BellSouth® Centrex service, Network Access Register (NAR) Package, per NAR, One-way Outward, Flat Rate	\$.00	\$12.90	M9QOX
39	Grouping Service, Business, per NAR made rotary	\$.00	\$2.25	HTG
40	MemoryCall Deluxe VMS, Service Agreement Govt/Ed includes 120 minutes of use/each add'l min \$.04	\$15.00	\$6.75	VMN5D
41	MemoryCall Transfer Mailbox, Business, 1-10 mailboxes, each	\$.00	\$3.00	TRMBX
42	Primary Rate ISDN Non-Distance Sensitive Mileage	\$.00	\$120.00	ILD1E

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RATES AND CHARGES

43	BellSouth Primary Rate ISDN (PRI) Interface (DMS-100, 5ESS), Per interface for connection	\$.00	\$350.00	PR74X
44	BellSouth Primary Rate ISDN (PRI) Interface (DMS-100, 5ESS), Per B channel activated, each	\$.00	\$.00	PR7BX
45	BellSouth Primary Rate ISDN termination into BellSouth Centrex Service	\$.00	\$.00	PR7CX
46	BellSouth Primary Rate ISDN D-Channel	\$.00	\$.00	PR7EX
47	BellSouth Centrex service PRI telephone number, each	\$.00	\$0.20	PR7NA

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-3948-05
Option 1 of 1

RATES AND CHARGES

NOTES:

- 1. Other rate elements used in the provision of this service may not be listed herein, however, can be found in the appropriate BellSouth Tariffs.
- 2. This Agreement is based on a weighted average loop length of 1.23 miles. If the weighted average loop length exceeds 2.23 miles the Agreement will be subject to review and re-negotiation.
- 3. Payment Plan designation is for provisioning purposes only.
- 4. The appropriate tariff notes associated with each rate element apply as specified in the GSST.

5. The following non-recurring charges will not apply for stations added initially and subsequent to the initial installation. However, if the BellSouth® Centrex system is disconnected prior to the expiration of the C.S.A., then the Subscriber will pay full non-recurring charges as identified below. The Customer is not liable for nonrecurring charges waived prior to the term of this Agreement. These charges are in addition to any applicable termination liability charges:

Contract Preparation Charge (single charge)	\$293.00
BellSouth® Centrex features (USOC CENAA), each	\$ 19.50
Standard Common Equipment (USOC MIACS), each, or	\$600.00
Customized Common Equipment (USOC MIACC) each	\$750.00
Non-ISDN IOC (USOC MIGBC), each	\$240.00
MemoryCall Deluxe Voice Messaging Service (USOC VMN5D)	\$ 15.00
Line Connection, first	\$ 73.00
Line Connection, Additional	\$ 22.00

6. 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 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 contractual obligations under this Agreement (notwithstanding Customer's best efforts to avoid such a decrease in the volume of network Regulated Services), BST will reduce Customer's volume of network Regulated Services to the extent of any decrease resulting from the Business Change and Customer will pay full nonrecurring charges as identified in the Note Section of sold Contract Service Arrangement Agreement KY05-3948-04. This provision does not apply to a change resulting from a decision by Customer 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 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.

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END OF ARRANGEMENT AGREEMENT OPTION 1

PRIVATE/PROPRIETARY

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-K610-00

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

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

PRIVATE/PROPRIETARY

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-K610-00

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

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

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

Subscriber
LOUISVILLE TILE
4520 BISHOP LANE
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

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-K610-00

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

PRIVATE/PROPRIETARY

CONTAINS PRIVATE AND/OR PROPRIETARY INFORMATION, MAY NOT BE USED OR DISCLOSED OUTSIDE THE
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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-K610-00
Option 1 of 1

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

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

Estimated service interval following acceptance date: Negotiable weeks.

Service description:

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

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

The rates in this Contract Service Arrangement Agreement are contingent upon Subscriber executing Contract Service Arrangement Agreement KY05-K598-00, a BellSouth Long Distance Contract, and maintaining a minimum of 11 business lines. If the Subscriber fails to execute the above referenced Agreements or maintain the minimum quantity of lines, the rates, terms and conditions of this Contract Service Arrangement Agreement shall be null and void and rates for the services covered by this Agreement shall revert to the tariff rates.

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

Customer Initials

~~_____~~
No

PRIVATE/PROPRIETARY

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-K610-00
Option 1 of 1

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

Accepted by:

Subscriber:
LOUISVILLE TILE

By: [Signature]
Authorized Signature

Printed Name: ROBERT DE ANGLIS

Title: VP Admin

Date: 2/20/06

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

By: [Signature]
Authorized Signature

Printed Name: lena levendoski

Title: SM

Date: 2/20/06

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**CONTRACT SERVICE ARRANGEMENT
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Case Number KY05-K610-00
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RATES AND CHARGES

	Rate Elements	Non-Recurring	Monthly Rate	USOC
1	BellSouth® Primary Rate ISDN Access Line, each (Note 2)	\$0.00	\$130.00	ILD1B
2	BellSouth® Primary Rate ISDN Interface, each - Voice/Data (Standard) (Note 2, 3)	\$0.00	\$375.00	PR71V
3	BellSouth® Primary Rate ISDN B-Channel, each - Voice/Data (Standard) (Note 2)	\$0.00	\$3.25	PR7BV
4	BellSouth® Primary Rate ISDN Telephone Numbers, per telephone number requested inward and 2-way	\$0.00	\$0.20	PR7TF
5	BellSouth® Primary Rate ISDN, Calling Name Delivery Feature, Per Primary Rate Interface	\$0.00	\$75.00	PR7CN
6	BellSouth® Primary Rate ISDN D-Channel - No Rate (Provisioning USOC)	\$0.00	\$0.00	PR7EX

PRIVATE/PROPRIETARY

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-K610-00
Option 1 of 1

RATES AND CHARGES

NOTES:

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

<u>USOC</u>	<u>Nonrecurring Charge</u>
Contract Preparation Charge	\$342.00
ILD1E	\$875.00, each
PR71V	\$110.00, each
PR7BV	\$ 5.00, each

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

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

END OF ARRANGEMENT AGREEMENT OPTION 1

PRIVATE/PROPRIETARY

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number GA06-2582-01

MASTER SERVICES AGREEMENT - ORDER ATTACHMENT FOR CSA SERVICES

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

GA04-0308-00

as amended by Amendment No. 1 to Master Services Agreement No. GA04-0308-00 with an effective date of December 22, 2005.

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

Offer Expiration: This offer shall expire on: 6/14/2006.

Customer's Billing Address:
Luxottica Retail
4000 Luxottica Place
Mason, OH 45040

PRIVATE/PROPRIETARY

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number GA06-2582-01
Option 1 of 1

Estimated service interval following acceptance date: Negotiable weeks

Service description:

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

This Agreement provides for a twenty-four (24) month service period that shall be co-terminus with Amendment No. 1 to Master Services Agreement No. GA04-0308-00.

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

PRIVATE/PROPRIETARY

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number GA06-2582-01
Option 1 of 1

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

Accepted by:

Subscriber:
Luxottica Retail

By: [Signature]
Authorized Signature

Printed Name: SR GUSTIER

Title: C/O

Date: 3/2/06

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

By: [Signature]
Authorized Signature

Printed Name: Rodney Lewis

Title: Sales Manager

Date: 3/2/06

PRIVATE/PROPRIETARY
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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY06-2580-01
Option 1 of 1

RATES AND CHARGES

	<u>Rate Elements</u>	<u>Non-Recurring</u>	<u>Monthly Rate</u>	<u>USOC</u>
1	BellSouth® Primary Rate ISDN Access Line, each (Note 2)	\$.00	\$130.00	1LD1E
2	BellSouth® Primary Rate ISDN Interface, each - Voice/Data (Standard) (Note 2, 3)	\$.00	\$375.00	PR71V
3	BellSouth® Primary Rate ISDN B-Channel, each - Voice/Data (Standard) (Note 2)	\$.00	\$8.00	PR7BV
4	BellSouth® Primary Rate ISDN Telephone Numbers, per telephone number requested inward and 2-way	\$.00	\$0.20	PR7TF
5	BellSouth® Primary Rate ISDN, Calling Name Delivery Feature, Per Primary Rate Interface	\$.00	\$75.00	PR7CN
6	BellSouth® Primary Rate ISDN D-Channel - No Rate (Provisioning USOC)	\$.00	\$.00	PR7EX

PRIVATE/PROPRIETARY

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number GA06-2582-01
Option 1 of 1

RATES AND CHARGES

NOTES:

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

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

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

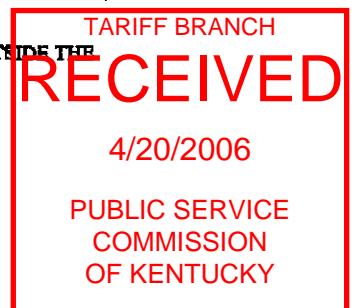
All trademarks and service marks contained herein are the property of BellSouth Intellectual Property Corporation.

END OF ARRANGEMENT AGREEMENT OPTION 1

PRIVATE/PROPRIETARY

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BELL SOUTH COMPANIES EXCEPT PURSUANT TO A WRITTEN AGREEMENT.

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY06-2580-01
Option 1 of 1
Attachment 1

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

<u>USOC</u>	<u>Nonrecurring Charge</u>
Contract Preparation Charge (WGGVF)	\$342.00

- 8. 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.

PRIVATE/PROPRIETARY

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-F838-01

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

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

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-F838-01

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

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

Company

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

Subscriber

MANAGEMENT CLEANING CONTROLS
CONTROLS INC 10101 LINN STATION RD
LOUISVILLE, KY 40223

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

PRIVATE/PROPRIETARY

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-F838-01

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

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-F838-01
Option 1 of 1

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

Offer Expiration: This offer shall expire on: 7/1/2006.

Estimated service interval following acceptance date: Negotiable weeks.

Service description:

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

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

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

Customer Initials _____

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-F838-01
Option 1 of 1

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

Accepted by:

Subscriber:
MANAGEMENT CLEANING CONTROLS

By: *Alvin Manley*
Authorized Signature

Printed Name: Alvin Manley

Title: IT Manager

Date: 3-3-2006

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

By: *Jim Marsau*
Authorized Signature

Printed Name: JIM MARSANU

Title: MGR-KY

Date: 3/13/06

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-F838-01
Option 1 of 1

RATES AND CHARGES

	<u>Rate Elements</u>	<u>Non-Recurring</u>	<u>Monthly Rate</u>	<u>USOC</u>
1	BellSouth® Primary Rate ISDN Access Line, each (Note 2)	\$.00	\$130.00	1LD1E
2	BellSouth® Primary Rate ISDN Interface, each - Voice/Data (Standard) (Note 2, 3)	\$.00	\$375.00	PR71V
3	BellSouth® Primary Rate ISDN B-Channel, each - Voice/Data (Standard) (Note 2)	\$.00	\$5.00	PR7BV
4	BellSouth® Primary Rate ISDN Telephone Numbers, per telephone number requested inward and 2-way	\$.00	\$.00	PR7TF
5	BellSouth® Primary Rate ISDN, Calling Name Delivery Feature, Per Primary Rate Interface	\$.00	\$.00	PR7CN
6	BellSouth® Primary Rate ISDN D-Channel - No Rate (Provisioning USOC)	\$.00	\$.00	PR7EX

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-F838-01
Option 1 of 1

RATES AND CHARGES

NOTES:

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

<u>USOC</u>	<u>Nonrecurring Charge</u>
Contract Preparation Charge	\$342.00
ILDIE	\$875.00, each
PR71V	\$110.00, each
PR7BV	\$ 5.00, each

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

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

END OF ARRANGEMENT AGREEMENT OPTION 1

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866-240-4645

**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY06-3754-00

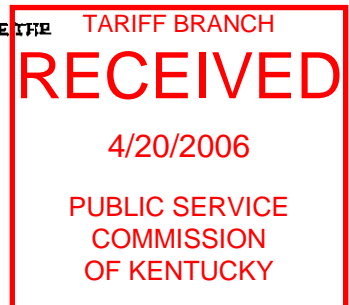
This Contract Service Arrangement (CSA) Agreement ("Agreement") is by and between BellSouth Telecommunications, Inc., a Georgia corporation, d/b/a BellSouth, ("Company") and NORTH AMERICAN STAINLESS ("Customer or Subscriber"), and is entered into pursuant to Tariff Section A5 of the General Subscriber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

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

PRIVATE/PROPRIETARY

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

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY06-3754-00

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

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

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

Subscriber
NORTH AMERICAN STAINLESS
6870 US HIGHWAY 42 E
GHEENT, KY 41045

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.

Page 2 of 7



**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY06-3754-00

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

PRIVATE/PROPRIETARY

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Page 3 of 7

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY06-3754-00
Option 1 of 1

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

Offer Expiration: This offer shall expire on: 7/2/2006.

Estimated service interval following acceptance date: Negotiable weeks.

Service description:

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

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

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

Customer Initials



PRIVATE/PROPRIETARY

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY06-3754-00
Option 1 of 1

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

Accepted by:

Subscriber:
NORTH AMERICAN STAINLESS

By: [Signature]
Authorized Signature

Printed Name: Julie Pieper-Young

Title: IS Manager

Date: 3/10/06

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

By: [Signature]
Authorized Signature

Printed Name: Lena Leventowski

Title: SM

Date: 3/10/06

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

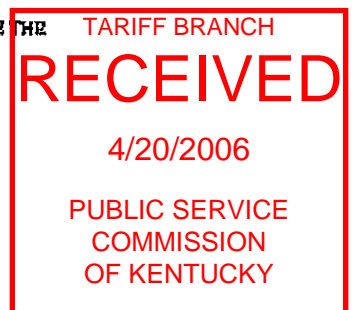
Case Number KY06-3754-00
Option 1 of 1

RATES AND CHARGES

	<u>Rate Elements</u>	<u>Non-Recurring</u>	<u>Monthly Rate</u>	<u>USOC</u>
1	Flat Rate Main Station Line Service, Business, Rate Group 1 -Per line	\$0.00	\$25.00	1FB
2	Flat Rate Main Station Line Service, Business-Caller ID compatible, Rate Group 1 -Per line (Caller ID feature must be ordered separately.)	\$0.00	\$25.00	1FBCL
3	Grouping Service, Individual line or trunk, Business Flat Rate, Rate Group 1 -Each individual line or trunk	\$0.00	\$0.00	HTG
4	Touch-Tone Calling Service, Individual and Two-Party Line Service, Business -Per line or PBX trunk	\$0.00	\$0.00	TTB

PRIVATE/PROPRIETARY

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 KY06-3754-00
Option 1 of 1

RATES AND CHARGES

NOTES:

1. All rules and regulations of the General Subscriber Services Tariff (GSST) are applicable to this Agreement. The rate elements included herein have been specifically discounted. Other rate elements used in the provision of the service have not been listed, but may be found in the appropriate Company tariff.

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

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

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

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

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

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

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

END OF ARRANGEMENT AGREEMENT OPTION 1

PRIVATE/PROPRIETARY

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



ADDENDUM
AGREEMENT

Case Number KY06-5341-00

THE UNDERSIGNED PARTIES, BellSouth Telecommunications, Inc., a Georgia corporation, d/b/a BellSouth, ("Company") and OHIO COUNTY PUBLIC SCHOOLS ("Customer or Subscriber"), hereby agree, as acknowledged by their appropriate signatures as set out below, to amend and change Contract Service Arrangement (CSA) Agreement (KY04-11238-00). This Addendum Agreement is based upon the following terms and conditions as well as any Attachment(s) affixed and the appropriate lawfully filed and approved tariffs which are by this reference incorporated herein.

Offer Expiration: This offer shall expire on: 6/30/2006.

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

PRIVATE/PROPRIETARY

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Page 1 of 5

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**ADDENDUM
AGREEMENT**

Case Number KY06-5341-00

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

Accepted by:

Subscriber:
OHIO COUNTY PUBLIC SCHOOLS

By: Soretha Ralph
Authorized Signature

Printed Name: Soretha Ralph

Title: Superintendent

Date: 3/27/06

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

By: Sheri Rose
Authorized Signature

Printed Name: SHERI ROSE

Title: BRANCH SALES MANAGER

Date: 3/27/06

PRIVATE/PROPRIETARY

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COMMISSION
OF KENTUCKY

**ADDENDUM
AGREEMENT**

Case Number KY06-5341-00
Option 1 of 1

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

Service description:

This Contract Service Arrangement (CSA) provides BellSouth Metro Ethernet service.

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

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

PRIVATE/PROPRIETARY

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



ADDENDUM
AGREEMENT

Case Number KY06-5341-00
Option 1 of 1

RATES AND CHARGES

	<u>Rate Elements</u>	<u>Non-Recurring</u>	<u>Monthly Rate</u>	<u>USOC</u>
1	BellSouth® Metro Ethernet Service, 100 Mbps Basic Connection, per connection (Addendum to KY04-H238-00)	\$0.00	\$1,500.00	MTERB

PRIVATE/PROPRIETARY

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**ADDENDUM
AGREEMENT**

Case Number KY06-5341-00
Option 1 of 1

RATES AND CHARGES

NOTES:

The Subscriber is liable for the revenues to the Company for the full term of this Agreement. If the Subscriber disconnects early, two payment options are available:

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

If facilities do not exist, special construction charges may apply.

All rules and regulations found in the BellSouth® Metro Ethernet tariff are applicable to this CSA.

These rates and charges are only valid if the Customer is served from a central office equipped for BellSouth® Metro Ethernet service, or can be extended to a central office equipped for BellSouth® Metro Ethernet service.

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

	<u>NONRECURRING CHARGE</u>
USOC	\$ 342.00
WGGV-Contract Preparation Charge	
MTEBB	\$1,500.00, each

Registered trademark of BellSouth Intellectual Property Corporation

END OF ARRANGEMENT AGREEMENT OPTION 1

PRIVATE/PROPRIETARY

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Page 5 of 5



**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

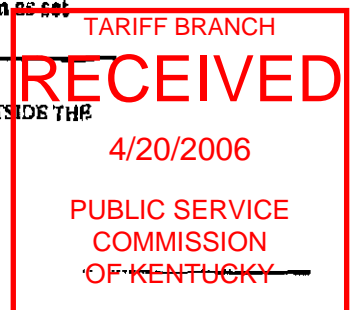
Case Number KY06-4832-00

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

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

PRIVATE/PROPRIETARY

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY06-4832-00

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

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

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

Subscriber
OWENSBORO CATHOLIC HIGH SCHOOL
1524 W PARRISH AVE
OWENSBORO, KY 42301

- 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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MAR-24-2006 FRI 11:26 AM BELLSOUTH

FAX NO. 4

P. 04

MAR-23-2006 THU 04:38 PM BELLSOUTH

FAX NO. 4

P. 04/09

**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY06-4832-00

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

PRIVATE/PROPRIETARY

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY06-4832-00
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: 7/16/2006.

Estimated service interval following acceptance date: Negotiable weeks.

Service description:

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

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 hereon unless either party provides written notice of its intent not to renew the Agreement at least sixty (60) days

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MAR-23-2006 THU 04:39 PM BELLSOUTH

FAX NO. 4

P. 06/09

This Agreement is for 12 months.

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

Customer Initials J/S

CONTRACT SERVICE ARRANGEMENT

**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY06-4832-00

(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.

**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY06-4832-00



**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY06-4832-00
Option 2 of 3

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

Accepted by:

Subscriber:
OWENSBORO CATHOLIC HIGH SCHOOL

By: [Signature]
Authorized Signature

Printed Name: HAROLD STAPLES

Title: prin

Date: 3/23/06

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

By: [Signature]
Authorized Signature

Printed Name: lena levendowski

Title: SM

Date: 3/23/06

PRIVATE/PROPRIETARY

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY06-4832-00
Option 2 of 3

RATES AND CHARGES

	<u>Rate Elements</u>	<u>Non-Rescoring</u>	<u>Monthly Rate</u>	<u>USOC</u>
1	BellSouth® Primary Rate ISDN Access Line, each	\$.00	\$130.00	ILDIE
2	BellSouth® Primary Rate ISDN Interface, each - Voice/Data (Standard)	\$.00	\$375.00	PR7IV
3	BellSouth® Primary Rate ISDN B-Channels, each - Voice/Data (Standard)	\$.00	\$8.00	PRZBV
4	Telephone Numbers for Flat Rate BellSouth® Primary Rate ISDN Voice/Data (Standard) - Per telephone number requested inward and 2-way	\$.00	\$0.20	PR7TE
5	BellSouth® Primary Rate ISDN, Calling Name Delivery Feature - Per Primary Rate Interface	\$.00	\$75.00	FR7CN

Handwritten initials/signature

PRIVATE/PROPRIETARY
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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY06-4832-00

Option 2 of 3

RATES AND CHARGES

NOTES:

1. All applicable rates and regulations for BellSouth® Primary Rate ISDN as set forth in the General Subscriber Services Tariff are in addition to the rates and regulations contained in this Contract Service Arrangement with the exception that volume discounts as outlined in the tariff do not apply.
2. A Termination Liability Charge is applicable if service is terminated prior to expiration of this Agreement. The applicable charge is dependent on the service period subscribed to and will be equal to the number of months remaining in the service period times the monthly rate provided under this Agreement.
3. The following nonrecurring charges will not apply upon initial installation. However, if all or any part of the service is disconnected prior to the expiration of this Agreement, then the Subscriber will pay full nonrecurring charges as identified below in addition to applicable termination liability charges:

PRI Access Line	ILDIE	\$875.00 each
PRI Interface, Voice/Data (Standard)	PR71V	\$110.00 each
PRI B-Channels, Voice/Data (Standard)	PR7BV	\$ 5.00 each

Furthermore, if Customer disconnects all service offered on this Agreement, then a Contract Preparation Charge applies in the amount of \$310.00 in addition to applicable termination liability charges.

4. Apply five End User Common Line Charges for each PRI Interface.
5. Other rate elements used in the provision of the service may not have been listed herein, but can be found in the appropriate BellSouth tariff.

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

END OF ARRANGEMENT AGREEMENT OPTION 2

PRIVATE/PROPRIETARY

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number AL06-2694-01

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

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

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number AL06-2694-01

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

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

Company

BellSouth Telecommunications, Inc.
Assistant Vice President
2180 Lake Boulevard
Atlanta, GA 30319

Subscriber

QC HOLDINGS
9401 INDIAN CREEK PKWY STE 1500
OVERLAND PARK, KS 66210

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

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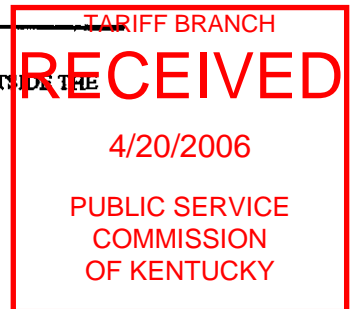
**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number AL06-2694-01

other than by a written instrument executed by both parties, approved by the appropriate Company organization, and incorporated into Company's mechanized system. The undersigned warrant and represent that they have the authority to bind Subscriber and Company to this Agreement.

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Mar. 27. 2006 2:20PM

No. 0809 P. 2

**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number AL06-2694-01
Option 3 of 3

Offer Expiration: This offer shall expire on: 7/24/2006.

Estimated service interval following acceptance date: Negotiable weeks.

Service description:

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

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

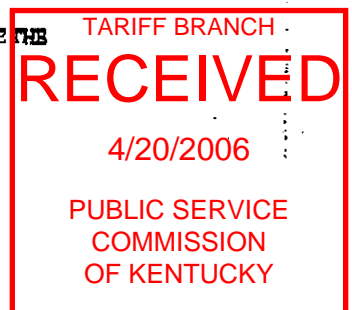
This Agreement shall be extended for additional one-year terms under the same terms and conditions herein unless either party provides written notice of its intent not to renew the Agreement at least sixty (60) days prior to the expiration of the initial term or each additional one-year term.

Customer Initials LL

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number AL06-2694-01
Option 3 of 3

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

Accepted by:

Subscriber:
QC HOLDINGS

By: *Ken Belusky*
Authorized Signature

Printed Name: KEN Belusky

Title: Telecommunications manager

Date: 3-27-06

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

By: *Lisa B. Tanjuatco*
Authorized Signature

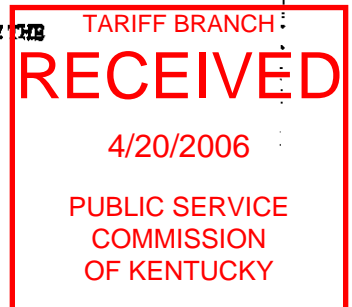
Printed Name: LISA B. TANJUATCO

Title: Sales Director

Date: 3-27-2006

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**CONTRACT SERVICE ARRANGEMENT
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Case Number KY06-2700-01
Option 3 of 3

RATES AND CHARGES

	<u>Rate Elements</u>	<u>Non-Recurring</u>	<u>Monthly Rate</u>	<u>USOC</u>
1	Flat Rate Main Station Line Service, Business, All Rate Groups -Per line	\$0.00	\$25.96	1FB
2	Flat Rate Main Station Line Service, Business-Caller ID compatible, All Rate Groups -Per line (Caller ID feature must be ordered separately.)	\$0.00	\$25.96	1FBCL
3	Grouping Service, Individual line or trunk, Business Flat Rate, All Rate Groups -Each individual line or trunk	\$0.00	\$0.00	HTG
4	BellSouth Business Plus® service, Exchange Access Line, Individual Line, Option 2, Each line	\$0.00	\$25.90	BK2
5	BellSouth Business Plus® service, Exchange Access Line, Individual Line-Caller ID compatible, Option 2, Each line (Caller ID feature must be ordered separately.)	\$0.00	\$25.90	BK2CL
6	Touch-Tone Calling Service, Individual and Two-Party Line Service, Business -Per line or PBX trunk	\$0.00	\$0.00	TTB

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TARIFF BRANCH

RECEIVED

4/20/2006

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COMMISSION
OF KENTUCKY

**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number AL06-2694-01
Option 3 of 3

RATES AND CHARGES

NOTES:

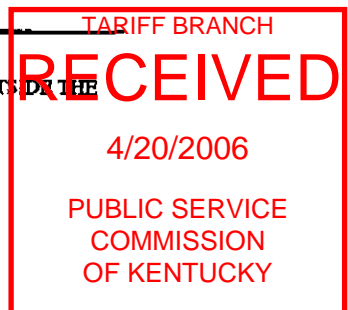
1. All rules and regulations for Basic Local Exchange Service from Section A3 of the General Subscriber Services Tariff (GSST) are applicable to this Agreement. The rate elements included herein have been specifically discounted. Other rate elements used in the provision of the service have not been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

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

END OF ARRANGEMENT AGREEMENT OPTION 3

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY06-2700-01
Option 3 of 3
Attachment 1

KENTUCKY ATTACHMENT

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

RATES AND CHARGES

NOTES: (continued)

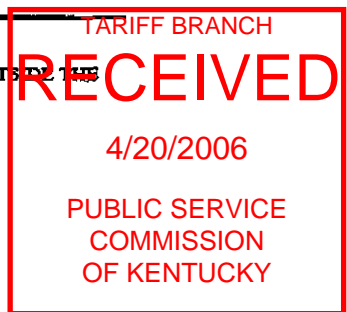
4. The rates set forth in this Agreement are based upon the Subscriber purchasing from Company a quantity of two hundred five (205) flat rate Business Lines, Trunks, and/or Business Plus Lines throughout the BellSouth region ("Minimum Quantity Requirement") within three (3) months of execution of this Agreement and maintaining this Minimum Quantity Requirement throughout the term of this Agreement. The Subscriber's total quantity of flat rate Business Lines, Trunks, and/or Business Plus lines will be reviewed by the Company on the three (3) month anniversary date of the signing of this Agreement and no less than annually on the anniversary date of the signing of this Agreement to determine if the Minimum Quantity Requirement has been met and is being maintained. Failure on the part of the Company to perform this review shall not be considered a waiver of this provision. Should the Minimum Quantity Requirement not be attained within the time period specified, or if it is not maintained at any time after the three (3) month anniversary date, then Customer shall be responsible for the Commitment Shortfall. The "Commitment Shortfall" shall be equal to the number of Business Lines, Trunks, and/or Business Plus lines below the Minimum Quantity Requirement times the rates set forth in this Agreement. In addition, the Subscriber will be charged all nonrecurring charges that were waived at installation of each Business Line, Trunk, and/or Business Plus line that falls below the Minimum Quantity Requirement, as identified below:

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

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

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY-06-0502-00

This Contract Service Arrangement Agreement ("Agreement") is by and between BellSouth Telecommunications, Inc., a Georgia corporation, ("BellSouth or Company") and Qwest Communications Corporation, a Delaware corporation, ("Qwest, Customer or Subscriber"), and for purposes of those states where the Services remain tariffed is entered into pursuant to Tariff Section A5 of the General Subscriber Services Tariff. In those states where the Services have been deregulated or detariffed, this Agreement is entered into pursuant to the Business Service Agreement, Service Description and Price List for Remote Access Service posted on BellSouth's web site at (http://cpr.bellsouth.com/pdf/nc/product_line.htm). In addition, the Services are provided pursuant to the following terms and conditions as well as any Attachment(s) affixed, incorporated herein by this reference and shall be effective upon the date that the last signature is affixed to this Agreement ("Effective Date").

1. Services. Subscriber requests and Company agrees, subject to the terms and conditions herein, to provide the service described in the Attachment(s) at the monthly and nonrecurring rates, charges, and conditions as described in the Attachment(s) ("Service"). The rates, charges, and conditions described in the Attachment(s) are binding upon Company and Subscriber for the duration of this Agreement.

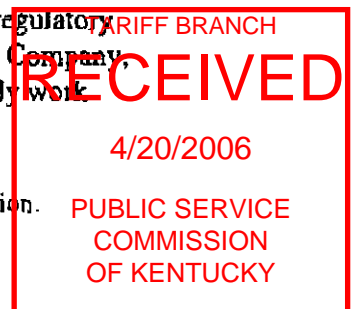
2. Tariffs. Where appropriate, this Agreement is subject to and controlled by the provisions of Company's or any of its affiliated companies' lawfully filed and approved tariffs, including but not limited to Section A2 of the General Subscriber Services Tariff and No. 2 of the Federal Communications Commission Tariff and shall include all changes to said tariffs as may be made from time to time. In the event any part of this Agreement conflicts with terms and conditions of Company's or any of its affiliated companies' lawfully filed and approved tariffs, the terms of this Agreement shall control as permitted under Section A5.6.1(c) of the General Subscriber Service Tariff. In the event that the underlying tariffs (where applicable) or the Service Agreement, Service Description or Price List (where applicable) are modified and the parties have not expressly agreed in writing to such modification, and such modification (i) materially affects the terms or conditions of Services purchased hereunder, or (ii) has an adverse effect on Customer's use of the Services, Customer may terminate this Agreement in its entirety without liability unless BellSouth agrees to continue to provide such Services under the provisions that existed prior to the modification. The parties agree that rates or charges set forth in underlying tariffs (where applicable) or the Service Agreement, Service Description or Price List (where applicable) shall not apply to Service provided hereunder; only the rates and charges specifically set forth in this Agreement shall apply to Services purchased hereunder.

3. Regulatory Approval. This Agreement may be subject to the appropriate regulatory approval. Should such regulatory approval be denied, after a proper request by Company, this Agreement shall be null, void, and of no effect and the parties will diligently work

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY-06-0502-00

together in good faith to renegotiate a replacement agreement providing terms and rates substantially similar to those set forth herein.

4. Termination After Installation. If Customer experiences a business downturn, as defined in Section A of Attachment 2 A hereto, Customer shall have the option to either (a) terminate the contract and pay appropriate termination liability as set forth in Section A of Attachment 2 hereto, or (b) to continue purchasing Services hereunder at a reduced volume but at higher rates as set forth in Section 2 of Attachment 1 hereto. If Subscriber cancels this Agreement at any time prior to the expiration of the service period set forth in this Agreement, except (i) in connection with the business downturn option; (ii) in connection with Interruption as set forth in Section H of Attachment 2 hereto, or (iii) as a result of Company's material breach, Subscriber shall be responsible for appropriate termination charges as set forth in Section B of Attachment 2 hereto. Termination liability will not apply if Subscriber terminates this Agreement pursuant to clauses (ii) or (iii) of this Section 4.

5. Force Majeure. In the event performance of this Agreement, or any obligation hereunder, is either directly or indirectly prevented, restricted, or interfered with by an event beyond the reasonable control of a party (including fire, flood, earthquake or like acts of God, wars, revolution, terrorist acts, civil commotion, explosion, acts of public enemy, embargo, acts of the government in its sovereign capacity, labor strikes, , unavailability of equipment from vendor provided that orders were placed in an timely and appropriate manner, changes requested by the other party, 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 performance of 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 diligent efforts to avoid or remove such causes of non-performance and both Parties shall proceed whenever such causes are removed or cease.

6. Governing Law. This Agreement shall be construed in accordance with the laws of the state where the Services are provided.

7. Notices. 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.

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY-06-0502-00

Company

BellSouth Telecommunications, Inc.
Mr. Greg Harris
675 West Peachtree Street
34H71
Atlanta, Georgia 30375

Subscriber

Qwest Communications Corporation
Melanie Harlan
1801 California St. 4th Floor
Denver, CO 80201

with a copy to:

Qwest Communications Corporation
Attn: Carrier Management Attorney
1801 California Street, 10th Floor
Denver, CO 80202

8. **Assignment.** Subscriber may assign its rights or obligations under this Agreement with the prior express written consent of Company (not to be unreasonably withheld or delayed) provided that Subscriber is current on its payment obligations hereunder at the time of the assignment, subject to the requirements of this Section 8. Subscriber may assign its rights and benefits and delegate its duties and obligations under this Agreement provided that Subscriber's assignee agrees to use the Service in substantially the same manner as Subscriber under this Agreement and agrees to assume all of Subscriber's past, present, and future obligations arising under this Agreement.

9. **Severability.** 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.

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

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY-06-0502-00

Accepted by:

Subscriber:

Qwest Communications Corporation

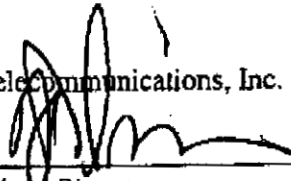
By: 
Authorized Signature

Printed Name: Dan Willis

Title: Director Finance

Date: 2/16/06

Company:
BellSouth Telecommunications, Inc.

By: 
Authorized Signature

Printed Name: John D. Irwin

Title: VP/GM

Date: 3/9/06

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COMMISSION
OF KENTUCKY

**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY-06-0502-00

**ATTACHMENT 1
REMOTE ACCESS SERVICE**

1. SERVICE DESCRIPTION

A. This Contract Service Arrangement provides for BellSouth® Remote Access Service as defined at Section A47 of the applicable state General Subscriber Service Tariff, or, in those states where Remote Access Service has been deregulated or detariffed, in the corresponding Service Description incorporated herein by this reference.

This Agreement has a minimum service period of twenty four (24) months with an automatic renewal option of 12 months at the conclusion of the initial 24 month period, and is applicable to the in-service Port quantities listed in Section 2 of this Attachment 1.

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

2. RATES AND CHARGES

Monthly Recurring Rate per Port for Initial and 12-Month Renewal Term

BAND	A	B	C	D	E	F
Port Quantity	170,001 – 200,000	130,001 – 170,000	115,001 – 130,000	100,001 – 115,000	90,001 – 100,000	75,001 – 90,000
Year 1	\$7.30	\$7.60	\$8.45	\$8.80	\$9.45	\$10.50
Year 2	\$6.95	\$7.00	\$7.75	\$8.50	\$9.00	\$10.00
Year 3	\$6.65	\$6.85	\$7.35	\$7.45	\$8.25	\$9.00

The monthly recurring port rate shall be calculated by locating the contract year and the in-service Port count for the billing month as determined on the last calendar day of the month. The rate will then be calculated by multiplying the actual in-service ports times the appropriate rate. As example, in year 2, with 135,000 ports in service in the billing month, Qwest would be invoiced in Port Band "B", or \$7.00 x 135,000.

Non-recurring Rate per Port for Port Moves for Initial and 12-Month Renewal Term

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY-06-0502-00

\$18 for up to 5,000 Port Moves per 12 month period. All Port Moves over the initial 5,000 moves in a 12 month period will be subject to a \$30 Non-Recurring charge.

Notwithstanding the non-recurring Port move charge set forth above, BellSouth agrees and acknowledges that Qwest will be (i) reducing the total number of its existing Ports from approximately 265,000 Ports upon execution of this Agreement to approximately 154,000 Ports, the exact number being subject to mutual agreement of parties; and (ii) reducing the number of Port service locations from the existing 71 sites to approximately 40 sites, the exact number of sites being subject to mutual agreement of the parties. As of the effective date of this Agreement, BellSouth shall only charge Qwest for those mutually agreed upon Ports (i.e. no monthly recurring charges or termination liability shall apply to the approximately 111,000 disconnected Ports). In addition, Qwest will not be charged for any work BellSouth must perform to effectuate the reduction of Ports described in this Section, so long as the reductions result only in a downsizing of the network and not in a rearrangement of Ports from one service location to another. Within fifteen (15) calendar days of execution of this Agreement, Customer shall provide BellSouth a spreadsheet (via e-mail) delineating the desired service locations and RAS Port quantities (in increments of 621 ports per service location). Parties will mutually agree to service locations and port quantities within 30 calendar days after receipt of Customer's spreadsheet. Qwest will only be billed for the agreed-upon number of Ports to be provided after downsizing.

3. Additional Terms and Conditions

A. Term. The term of this Agreement shall be 24 months from the Effective Date unless the Business Down-Turn Option is elected in Attachment 2. At least 90 days prior to the expiration of the 24 month term, Customer may provide written notice to BellSouth to elect one of two options: (1) With the exception of the rate, which shall be as set forth in the Pricing Schedule in Attachment 1, Section 2, the Agreement may be renewed pursuant to the same terms and conditions for an additional 12 month term; (2) Customer may terminate this Agreement.

B. Network Reconfiguration, Port Moves and Minimum Port Quantities.

Network Reconfiguration. For disconnects that result in new port quantities and new Band rating identified in Section 2 above, customer must provide, on a per service location basis, written notice to BellSouth. A reduction in Port quantity to a lower Band will be billing effective to the new Port quantity 45 days from notification. An increase in Port quantity to a higher Band will be effective based on the mutually agreed upon installation date (not to be unreasonably delayed). BellSouth will respond to Customer with the installation date on a per service location basis within 15 business days. There will be no non-recurring fees charged for network

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY-06-0502-00

reconfiguration resulting in a movement of ports to a higher or lower Port quantity band reflected in Section 2 of this Attachment 1.. Nonrecurring charges set forth in Section 2 of this Attachment 1 shall apply to reconfiguration within the Port quantity bands.

Port Moves within Bands. Customer will provide written notice for moves that result in the new port quantities that remain within the same Band. The moves will be effective within 30 days after written notice to BellSouth (except where facilities are not available or a date is mutually agreed upon). Moved Ports are considered disconnects and starts and are subject to the non-recurring charge as outlined in Attachment 1, Section 2.

Minimum Port Quantities. Port Moves must be made in quantities of 23 Ports and the Port quantity in any RAS equipment site will be equal to or greater than 621, with additional ports added in increments of 23 Ports.

BellSouth will provision 27 DS1s on each ingress DS3 to the RAS network.

C. Order Requirements. Customer shall provide to BellSouth via e-mail all moves, adds, or disconnects on a spreadsheet delineating the service locations, and specific quantities of each category of moves, adds or disconnections.

D. Payment Terms & Taxes

Payment, including for amounts disputed as to the accuracy of the invoice, for the Services provided by BellSouth pursuant to this Agreement shall be due in 30 days from the date of the invoice provided to Customer by BellSouth. BellSouth will provide Customer the monthly invoice via e-mail at an e-mail address designated by Customer. Customer shall be solely responsible for providing BellSouth with the appropriate and correct e-mail address. Each monthly invoice shall contain the BellSouth address for payment remittance. BellSouth will be solely responsible for providing Customer with the appropriate and correct remittance address. Any disputes by Customer as to the accuracy of the invoice shall be in writing with specific documentation in support of the dispute. If the dispute is resolved in favor of Customer, BellSouth shall issue a credit to Customer. Application of late payment charges will begin 31 days from invoice date, with a charge of one percent per month, or the highest percentage charges authorized by law.

Customer agrees to notify BellSouth in writing upon the discovery of a billing dispute. Customer shall report all billing disputes to BellSouth with specificity, including at least the following the information: the date of the submission; whether the submission is a new dispute or previously submitted; the carrier claim or audit number; the type of installation service; the invoice date(s); order number



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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY-06-0502-00

associated with the dispute; the justification for the dispute; and the Customer contact person and contact information including e-mail address. Where Customer has multiple types of disputes, each dispute type shall be specifically delineated, including the total amount for each dispute type.

A billing dispute means a reported dispute of a specific amount of money actually billed by BellSouth. The dispute must be clearly explained by Customer and supported by written documentation, which clearly shows the basis for disputing charges. A billing dispute will not include the refusal to pay all or part of a bill or bills when no written documentation is provided to support the dispute, nor shall a billing dispute include the refusal to pay other amounts owed by Customer until the dispute is resolved. Claims by the billed Party for damages of any kind will not be considered a billing dispute for purposes of this Section.

BellSouth reserves the right to suspend or terminate service for nonpayment if Customer fails to pay past due amounts after the receipt of the notices specified in this subsection. If payment for Installation Services are not received in accordance with this Section, BellSouth will provide written notice to Customer ("Suspension Notice") that additional applications for service may be refused, that any pending orders for service may not be completed, and/or that access to ordering systems may be suspended if payment of such amounts, and all other amounts that become past due before refusal, incompleteness or suspension, is not received by the fifteenth day following the date of the Suspension Notice provided by BellSouth under this subsection. In addition, BellSouth may, at the same time, provide written notice of Customer's breach of this Agreement.

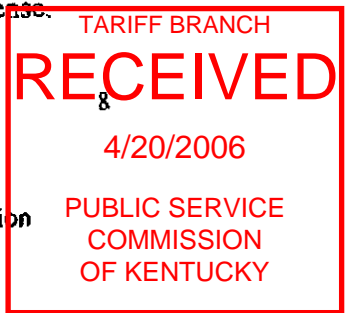
Taxes

Except as otherwise provided in this section, Customer shall pay to BellSouth any sales, use, excise or similar tax either legally imposed on Customer and collected/remitted by BellSouth, or legally imposed on BellSouth and permitted or required to be passed on to Customer.

BellSouth shall not invoice Customer for any such tax if, and to the extent that, Customer (i) submits a properly executed certificate of exemption or direct pay permit; or (ii) otherwise notifies BellSouth in writing of its position that such tax does not apply to some or all of the property or services furnished hereunder. In such event, Customer shall protect and indemnify BellSouth from and against the payment of applicable tax, provided that BellSouth promptly notifies Customer of the taxing authority's intent to assess or collect such tax, and provided further that BellSouth permits Customer to contest such assessment or collection or, if necessary, contests such assessment or collection on behalf of Customer but at Customer's expense.

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

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BellSouth shall permit Customer to contest any applicable tax paid by it, either by assigning to Customer its right to claim a refund of such tax or, if necessary, filing and pursuing a claim for refund on behalf of Customer but at Customer's expense.

- E. (i) Customer covenants and agrees that any and all payments, whether inter-carrier or otherwise as a result of any Output (defined as all traffic outbound from the network access server housing the Ports), whether or not direct to or through an Internet Service Provider (ISP), an enhanced service provider (ESP) or a carrier, are Customer's responsibility. Customer is responsible for any and all charges relating to the transport and carrier compensation arrangements relating to Output including, but not limited to, all transport and compensation for any ISP-bound traffic and any switched access charges. Customer and BellSouth covenant and agree that reciprocal compensation payments do not apply to the Service subject to this Agreement.

(ii) Neither Customer nor BellSouth shall make any claim for any intercarrier compensation, including but not limited to reciprocal compensation or switched access charges, in connection with the use of the Ports either directly or indirectly; provided, however, that Customer agrees to indemnify and hold BellSouth harmless against any and all intercarrier compensation obligations or claims that may arise as a result of any Output from any Port during the term of this Agreement.

(iii) Customer hereby waives, relinquishes and otherwise releases any claim or claims that it now has or which may arise during the term of this Agreement, against BellSouth for the payment of reciprocal compensation or other intercarrier compensation arising out of or in connection with the Services purchased pursuant to this Agreement. During the term of this Agreement, Customer further agrees to refund to BellSouth any amounts paid to, and to waive any amounts billed by, Customer for reciprocal compensation or other intercarrier compensation arising out of or in connection with any ISP or ESP activity utilizing the Services purchased pursuant to this Agreement. Subject to E(iii) above, BellSouth hereby waives, relinquishes and otherwise releases any claim or claims that it now has or which may arise during the term of this Agreement, against Customer for the payment of reciprocal compensation or other intercarrier compensation arising out of or in connection with the Services purchased pursuant to this Agreement.

- F. BellSouth will utilize 2-way inter-office trunking technology (PRI trunks) to allow Customer to perform testing on the trunks.

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- G. Customer must purchase special access circuits and/or provide facilities to connect the RAS equipment to its POP.
- H. In the event (i) a Port fails to meet any applicable performance specification as set forth in Schedule SLA attached hereto (an "Interruption"), and/or (ii) there is a delay not reasonably attributable to Customer in any way in the implementation, completion, delivery, addition, deletion, change or move of a Port beyond the deadline mutually agreed by the parties (e.g., the Firm Order Commitment) at the time an order therefor is placed (a "Delay"), Customer will be entitled to the following:

In the event of an Interruption, BellSouth shall grant Customer a credit equal to 3% of the monthly recurring charges for the month in which the Interruption occurred and for the Port experiencing the Interruption for each hour of Interruption or portion thereof, up to 25% for any one day and 100% in total for any month. If a material number of Ports (greater than 50%) experience an Interruption in any two months in a three-month period, Customer may terminate this Agreement without any liability to BellSouth, including, without limitation, any liability for termination charges.

In the event of a Delay (as defined above) the duration of which is 15 days or longer, BellSouth shall grant Customer a credit ("Delay Credit") equal to 100% of one month's recurring monthly charges for the affected Service(s) (a Delay for part of a day shall be considered a Delay for a full day for purposes of calculating the Delay Credit).

- I. EXCEPT AS MAY BE PROVIDED IN PARAGRAPH E HEREIN, NEITHER PARTY SHALL BE LIABLE TO THE OTHER OR TO ANY THIRD PARTY FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, EVEN IF THE PARTIES HAVE KNOWLEDGE OF THE POSSIBILITY OF SUCH DAMAGES. In the event any applicable law does not allow the limitation or exclusion of liability as provided for in this Agreement, the subject limitation or exclusion of liability shall be deemed modified so as to limit or exclude the parties' liability for damages hereunder to the greatest extent permitted by such law. Except for any indemnification obligations set forth in this Agreement, no party's cumulative, aggregate liability to the other under this Agreement shall exceed the total amount payable by Customer to BellSouth as provided herein.

- J. This CSA will be void if not executed by both parties prior to ~~February 17, 2006~~.

[Handwritten Signature]
March 9, 2006

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Case Number KY-06-0502-00

Attachment 2:

A. Business Down-Turn Option

Should Customer experience a business down-turn and seek to terminate this entire Agreement under Section 4 of the Agreement, and submit this request in writing at least 90 days prior to cancellation, the following termination charges shall apply:

This Option may not be exercised prior to 8/31/06. A Business Down-Turn shall be defined, for purposes of this Agreement, as Qwest losing a material amount of business demand (defined as 60% or more of Qwest's total business) for dial-up internet access service from one or both of its two largest customers. Qwest must provide formal notification of such loss of business and must substantiate such loss upon BellSouth's reasonable request and subject to Qwest's existing confidentiality obligations. If Qwest is unable to provide direct documentation of such Business Down-Turn due to confidentiality obligations, Qwest shall provide a certification from an officer or vice president indicating the occurrence of the Business Down-Turn.

Business Downturn Liability Percentages

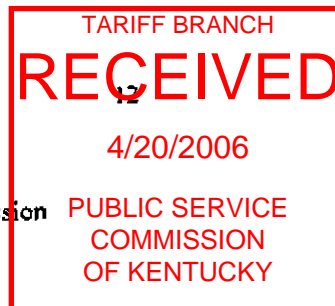
BAND	A	B	C	D	E	F
Port Quantity	170,001 – 200,000	130,001 – 170,000	115,001 – 130,000	100,001 – 115,000	90,001 – 100,000	75,001 – 90,000
Business Downturn	Yr. 1-2 = 15% Yr. 3 = 0%	20% 0%	40% 0%	50% 0%	60% 0%	60% 0%

Termination Liability associated with the Business Downturn Option will be calculated by multiplying the trailing six-month average in-service ports by the percentage in the table above. As example, invoking the Business Downturn in September 2006 with 150,001 six-month average in-service ports:
 $150,001 \times \$7.60 = \$1,140,008$ per month
 $\$1,140,008 \times 18$ months remaining = $\$20,520,144$
 $\$20,520,144 \times 20\% = \$4,100,000$ Business Downturn Termination Liability.

B. Other Termination Liability**Private/Proprietary**

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AGREEMENT**

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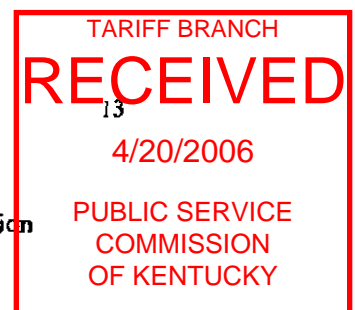
If Customer terminates this Agreement prior to its expiration for any reason other than (i) Business Downturn as described in Section A of Attachment 2, (ii) Interruption as described in Section 3.H. of Attachment 1, or (iii) BellSouth's material breach of its obligations hereunder, BellSouth will bill Customer termination charges calculated as follows:

BellSouth will multiply the average monthly number of in-service Ports under this Agreement prior to the month of termination by the rate applicable to that quantity of Ports as set forth in Section 2 of Attachment 1. BellSouth will multiply the product of that calculation by the number of months remaining in the term of this Agreement at the time of termination. The product of the latter calculation shall be the termination liability amount payable by Customer to BellSouth. For the avoidance of doubt, the number of in-service Ports under this Agreement will not include quantities in-service prior to the network downsizing referenced in Section 2 of Attachment 1 to the Agreement.

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AGREEMENT**

Case Number KY-06-0502-00

SCHEDULE SLA

Interruption

For the purposes of this Agreement an Interruption means, with respect to a Port, a complete service outage (no traffic can traverse the Port) within the BellSouth ingress facilities (up to, but not including, the network access server) used to provide service to the Port. For purposes of measuring duration, an Interruption will be deemed to have occurred and be continuing, for the following periods, commencing upon receipt by BellSouth of official notice from Customer of such occurrence (via phone call, e-mail or fax): (a) for an hour, if a service outage to the ingress facilities (up to, but not including, the network access server) causes a Port to be out of service for 15 minutes in any one 60 minute period; (b) for a day, if a service outage to the ingress facilities (up to, but not including, the network access server) causes a Port to be out of service for 12 or more hours in any one 24 hour period; (c) for a month, if a service outage to the ingress facilities (up to, but not including the network access server) causes a Port to be out of service for 15 or more days in any one calendar month period; and (d) for two months in a three month period, if a service outage to the ingress facilities (up to, but not including, the network access server) causes a Port to be out of service for any two month-long periods during any three consecutive calendar month period . Notwithstanding the foregoing, physical repair functions that require access to BellSouth's Central Offices shall be BellSouth's responsibility and shall be undertaken in commercially reasonable timeframes. BellSouth agrees to work in good faith with Qwest to improve average Abnormal Disconnect Rate (ADR) existing at the time of execution of the Agreement.

As Qwest is responsible for maintaining the BellSouth owned access servers, Qwest will alert BellSouth to any interruptions that have been traced back to the network access server as the root cause of the outage. BellSouth will provide remote hands operations support. Remote hands means that the customer identifies the problem and reports the trouble to the Company. The Company will then resolve the problem as directed by the customer. Resolution of the problem may include providing hardware, central office switching maintenance, and deployment of human resources necessary to repair hardware failures and restore network service outages. The customer will be responsible for the management of the remote access server for this service and will have full responsibility for initial and ongoing configuration, software release levels and updates, and general code control. All software updates must be compatible with associated Company network elements and systems. It is assumed that the monitoring, management, and reporting activities performed by the customer will occur over the egress port link(s) into the remote access server or through a backup dial-in channel that the Company will

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AGREEMENT**

Case Number KY-06-0502-00

provide for each site. The customer is also responsible for all interface support for his clients (end user) and/or employees.

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT** Case Number FL06-2444-01

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

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

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT** Case Number FL06-2444-01

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

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

Company
BellSouth Telecommunications, Inc.
Assistant Vice President
2180 Lake Blvd 10th fl
Atlanta, GA 303196004

Subscriber
Rainbow Apparel Companies
1000 Pennsylvania Avenue
Brooklyn, NY 11207

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

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT** Case Number FL06-2444-01

other than by a written instrument executed by both parties, approved by the appropriate Company organization, and incorporated into Company's mechanized system. The undersigned warrant and represent that they have the authority to bind Subscriber and Company to this Agreement.

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number FL06-2444-01
Option 2 of 2

Offer Expiration: This offer shall expire on: 6/21/2006.

Estimated service interval following acceptance date: Negotiable weeks.

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

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

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

JSC

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Case Number FL06-2444-01
Option 2 of 2

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

Accepted by:

Subscriber:
Rainbow Apparel Cosmetics

By: _____
Authorized Signature

Printed Name: JOSEPH CHENEVAR

Title: CHAIRMAN

Date: 3/21/06

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

By: _____
Authorized Signature

Printed Name: Mark P. Roberts

Title: Sales Director

Date: 3/23/06

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Case Number KY06-3103-00
Option 2 of 2

RATES AND CHARGES

	Rate Elements	Non-Recurring	Monthly Rate	USOC
1	Flat Rate Main Station Line Service, Business, All Rate Groups -Per line	\$0.00	\$27.08	1FB
2	Flat Rate Main Station Line Service, Business-Caller ID compatible, All Rate Groups -Per line (Caller ID feature must be ordered separately.)	\$0.00	\$27.08	1FBCL
3	BellSouth Business Plus® service, Exchange Access Line, Individual Line, Option 2, Each line	\$0.00	\$33.01	BK2
4	BellSouth Business Plus® service, Exchange Access Line, Individual Line-Caller ID compatible, Option 2, Each line (Caller ID feature must be ordered separately.)	\$0.00	\$33.01	BK2CL
5	Touch-Tone Calling Service, Individual and Two-Party Line Service, Business -Per line or PEX trunk	\$0.00	\$0.00	TTB

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number FL06-2444-01
Option 2 of 2

RATES AND CHARGES

NOTES:

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

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

END OF ARRANGEMENT AGREEMENT OPTION 2

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**CONTRACT SERVICE ARRANGEMENT
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Case Number KY06-3103-00
Option 2 of 2
Attachment 1

KENTUCKY ATTACHMENT

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

RATES AND CHARGES

NOTES: (continued)

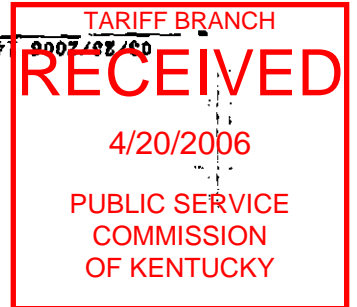
4. The rates set forth in this Agreement are based upon the Subscriber purchasing from Company a quantity of three hundred six (306) flat rate Business Lines, Trunks, and/or Business Plus Lines throughout the BellSouth region ("Minimum Quantity Requirement") within three (3) months of execution of this Agreement and maintaining this Minimum Quantity Requirement throughout the term of this Agreement. The Subscriber's total quantity of flat rate Business Lines, Trunks, and/or Business Plus lines will be reviewed by the Company on the three (3) month anniversary date of the signing of this Agreement and no less than annually on the anniversary date of the signing of this Agreement to determine if the Minimum Quantity Requirement has been met and is being maintained. Failure on the part of the Company to perform this review shall not be considered a waiver of this provision. Should the Minimum Quantity Requirement not be attained within the time period specified, or if it is not maintained at any time after the three (3) month anniversary date, then Customer shall be responsible for the Commitment Shortfall. The "Commitment Shortfall" shall be equal to the number of Business Lines, Trunks, and/or Business Plus lines below the Minimum Quantity Requirement times the rates set forth in this Agreement. In addition, the Subscriber will be charged all nonrecurring charges that were waived at installation of each Business Line, Trunk, and/or Business Plus line that falls below the Minimum Quantity Requirement, as identified below:

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

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

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY06-4409-01

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

1. Subscriber requests and Company agrees, subject to the terms and conditions herein, to provide the service described in this Agreement at the monthly and nonrecurring rates, charges, and conditions as described in this Agreement ("Service"). The rates, charges, and conditions described in this Agreement are binding upon Company and Subscriber for the duration of this Agreement. For the purposes of the effectiveness of the terms and conditions contained herein, this Agreement shall become effective upon execution by both parties. For purposes of the determination of any service period stated herein, said service period shall commence the date upon which installation of the service is completed.
2. Company agrees to provide Subscriber notice of any additional tariffed services required for the installation of the Service. Subscriber agrees to be responsible for all rates, charges and conditions for any additional tariffed services that are ordered by Subscriber.
3. This Agreement is subject to and controlled by the provisions of Company's or any of its affiliated companies' lawfully filed and approved tariffs, including but not limited to Section A2 of the General Subscriber Services Tariff and No. 2 of the Federal Communications Commission Tariff and shall include all changes to said tariffs as may be made from time to time. All appropriate tariff rates and charges shall be included in the provision of this service. Except for the expressed rates, charges, terms and conditions herein, in the event any part of this Agreement conflicts with the terms and conditions of Company's or any of its affiliated companies' lawfully filed and approved tariffs, the tariff shall control.
4. This Agreement may be subject to the appropriate regulatory approval prior to commencement of installation. Should such regulatory approval be denied, after a proper request by Company, this Agreement shall be null, void, and of no effect.
5. If Subscriber cancels this Agreement prior to the completed installation of the Service, but after the execution of this Agreement by Subscriber and Company, Subscriber shall pay all reasonable costs incurred in the implementation of this Agreement prior to receipt of written notice of cancellation by Company. Notwithstanding the foregoing, such reasonable costs shall not exceed all costs which would apply if the work in the implementation of this Agreement had been completed by Company.
6. The rates, charges, and conditions described in this Agreement may be based upon information supplied to Company by the Subscriber, including but not limited to forecasts of growth. If so, Subscriber agrees to be bound by the information provided to Company. Should Subscriber fail to meet its forecasted level of service requirements at any time during the term of this Agreement, Subscriber shall pay all reasonable costs associated with its failure to meet its projected service requirements.
7. (a) If Subscriber cancels this Agreement 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 KY06-4409-01

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

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

Company
BellSouth Telecommunications, Inc.
Assistant Vice President
333 Commerce Street, 23 Floor
Nashville, TN 37201

Subscriber
Safe Cash Systems
826 3RD AVE S
NASHVILLE, TN 37210

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

PRIVATE/PROPRIETARY

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY06-4409-01

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

PRIVATE/PROPRIETARY

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY06-4409-01
Option 1 of 1

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

Offer Expiration: This offer shall expire on: 7/15/2006.

Estimated service interval following acceptance date: Negotiable weeks.

Service description:

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

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

The rates in this Contract Service Arrangement Agreement are contingent upon Subscriber executing Contract Service Arrangement Agreements AL06-4395-00, FL06-4406-00, KY06-4409-00, MS06-4423-00, and TN06-4389-00. If the Subscriber fails to execute the above referenced Agreements, the rates, terms and conditions of this Contract Service Arrangement Agreement shall be null and void and rates for the services covered by this Agreement shall revert to the tariff rates.

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

Customer Initials PK

PRIVATE/PROPRIETARY

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY06-4409-01
Option 1 of 1

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

Accepted by:

Subscriber:
Safe Cash Systems

By: Phillip B King
Authorized Signature

Printed Name: Phillip B King

Title: MANAGER

Date: 3/22/06

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

By: Richard Goldstein
Authorized Signature

Printed Name: Richard Goldstein

Title: Tech Branch Manager

Date: 3/22/06

PRIVATE/PROPRIETARY

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TARIFF BRANCH
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COMMISSION
OF KENTUCKY

**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

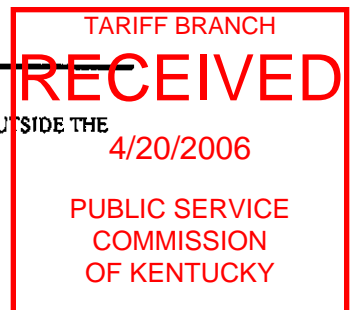
Case Number KY06-4409-01
Option 1 of 1

RATES AND CHARGES

	<u>Rate Elements</u>	<u>Non-Recurring</u>	<u>Monthly Rate</u>	<u>USOC</u>
1	Flat Rate Main Station Line Service, Business, All Rate Groups -Per line	\$.00	\$29.90	1FB
2	Flat Rate Main Station Line Service, Business-Caller ID compatible, All Rate Groups -Per line (Caller ID feature must be ordered separately.)	\$.00	\$29.90	1FBCL
3	Touch-Tone Calling Service, Individual and Two-Party Line Service, Business -Per line or PBX trunk	\$.00	\$.00	TTB

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BELLSOUTH COMPANIES EXCEPT PURSUANT TO A WRITTEN AGREEMENT.



**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY06-4409-01
Option 1 of 1

RATES AND CHARGES

NOTES:

1. All rules and regulations for Basic Local Exchange Service from Section A3 of the General Subscriber Services Tariff (GSST) are applicable to this Agreement. The rate elements included herein have been specifically discounted. Other rate elements used in the provision of the service have not been listed, but may be found in the appropriate Company tariff. Examples of other rate elements are: FCC surcharges, regulatory fees, taxes, or charges for features ordered that are not listed in the Agreement.
2. Unless otherwise specified in this Agreement, Service Connection Charges as specified in Section A4 of the GSST will apply.
3. This CSA and the rates set forth herein apply to Orders for the purchase of Business Lines from BellSouth Telecommunications, Inc. (BST) that are reported as regulated services by BST in accordance with the FCC's Part 32 'Uniform System of Accounts'.
4. The rates set forth in this Agreement are based upon the Subscriber purchasing from Company a quantity of two hundred thirty (230) flat rate Business Lines throughout the BellSouth region ("Minimum Quantity Requirement") within three (3) months of execution of this Agreement and maintaining this Minimum Quantity Requirement throughout the term of this Agreement. The Subscriber's total quantity of flat rate Business Lines will be reviewed by the Company on the three (3) month anniversary date of the signing of this Agreement and no less than annually on the anniversary date of the signing of this Agreement to determine if the Minimum Quantity Requirement has been met and is being maintained. Failure on the part of the Company to perform this review shall not be considered a waiver of this provision. Should the Minimum Quantity Requirement not be attained within the time period specified, or if it is not maintained at any time after the three (3) month anniversary date, then Customer shall be responsible for the Commitment Shortfall. The "Commitment Shortfall" shall be equal to the number of Business Lines below the Minimum Quantity Requirement times the rates set forth in this Agreement. In addition, the Subscriber will be charged all nonrecurring charges that were waived at installation of each Business Line that falls below the Minimum Quantity Requirement, as identified below:

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

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

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

END OF ARRANGEMENT AGREEMENT OPTION 1

PRIVATE/PROPRIETARY

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



**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number FL05-E693-03

MASTER SERVICES AGREEMENT - ORDER ATTACHMENT FOR CSA SERVICES

This Order Attachment Agreement is Made Pursuant to the Master Services Agreement No. FL01-A098-00.

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

Offer Expiration: This offer shall expire on: 6/10/2006.

Customer's Billing Address:
SHERWIN-WILLIAMS COMPANY
PO BOX 18010
PUEBLO, CO 81008

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.

TARIFF BRANCH
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OF KENTUCKY

**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number FL05-E693-03
Option 1 of 1

Estimated service interval following acceptance date: Negotiable weeks

Service description:

This Contract Service Arrangement (CSA) provides for Business Lines, Trunks, BellSouth® Business Plus® service, and Hunting as part of Basic Local Exchange Service, BellSouth® Primary Rate ISDN - Voice/Data (Standard) service.

This Agreement is for a service period of thirty-six (36) months with a twelve (12) month minimum service period.

Customer and BellSouth agree that within sixty (60) days prior to the end of each Contract Year, the parties shall meet when requested by customer to conduct a review of pricing with respect to all products and services provided.

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

PRIVATE/PROPRIETARY

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 **FL05-E693-03**
Option 1 of 1

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

Accepted by:

Subscriber:
SHERWIN-WILLIAMS COMPANY

By: Tom Cuy
Authorized Signature

Printed Name: Tom Cuy

Title: V.P.

Date: 2/27/06

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

By: R. W. Hugg
Authorized Signature

Printed Name: R. W. Hugg

Title: Senior Dir.

Date: 2/29/06

PRIVATE/PROPRIETARY

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COMMISSION
OF KENTUCKY

**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-E705-03
Option 1 of 1

RATES AND CHARGES

	<u>Rate Elements</u>	<u>Non-Recurring</u>	<u>Monthly Rate</u>	<u>USOC</u>
1	Flat Rate Main Station Line Service, Business, All Rate Groups -Per line	\$0.00	\$22.00	1FB
2	Flat Rate Main Station Line Service, Business with Caller ID, All Rate Groups -Per line	\$0.00	\$22.00	1FBCL
3	Grouping Service, Individual line or trunk, Business Flat Rate, All Rate Groups -Each individual line or trunk	\$0.00	\$0.00	HTG
4	Trunk Lines, Business Trunk - Flat, Combination, All Rate Groups -Per Trunk	\$0.00	\$26.00	TFC
5	BellSouth Business Plus® Service, Exchange Access Line, Individual Line, Option 1, Each line	\$0.00	\$26.00	BK1
6	BellSouth Business Plus® service, Exchange Access Line, Individual Line with Caller ID, Option 1, Each line	\$0.00	\$26.00	BK1CL
7	BellSouth Business Plus® service, Exchange Access Line, Individual Line, Option 2, Each line	\$0.00	\$26.00	BK2
8	BellSouth Business Plus® service, Exchange Access Line, Individual Line with Caller ID, Option 2, Each line	\$0.00	\$26.00	BK2CL

PRIVATE/PROPRIETARY

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

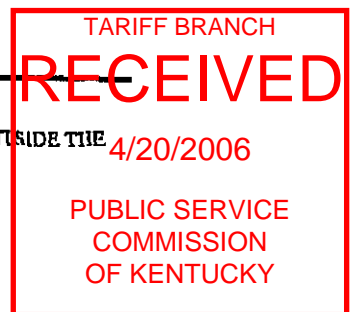
Case Number KY05-E705-03
Option 1 of 1

RATES AND CHARGES

9	Touch-Tone Calling Service, Individual and Two-Party Line Service, Business - Per line or PBX trunk	\$.00	\$.00	TTB
10	Touch-Tone Calling Service, Per Network Access Register, each	\$.00	\$.00	TJB
11	BellSouth® Primary Rate ISDN Access Line, each	\$.00	\$130.00	ILD1E
12	BellSouth® Primary Rate ISDN Interface, each - Voice/Data (Standard)	\$.00	\$375.00	PR71V
13	BellSouth® Primary Rate ISDN B- Channels, each - Voice/Data (Standard)	\$.00	\$4.00	PR7BV
14	Telephone Numbers for Flat Rate BellSouth® Primary Rate ISDN Voice/Data (Standard) - Per telephone number requested inward and 2-way	\$.00	\$0.20	PR7TF
15	BellSouth® Primary Rate ISDN, Calling Name Delivery Feature - Per Primary Rate Interface	\$.00	\$75.00	PR7CN

PRIVATE/PROPRIETARY

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



**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number FL05-E693-03
Option 1 of 1

RATES AND CHARGES

NOTES:

1. All rules and regulations of the General Subscriber Services Tariff (GSST) are applicable to this Agreement. The rate elements included herein have been specifically discounted. Other rate elements used in the provision of the service have not been listed, but may be found in the appropriate Company tariff. Examples of other rate elements are: FCC surcharges, regulatory fees, taxes, or charges for features ordered that are not listed in the Agreement.
2. Unless otherwise specified in this Agreement, Service Connection Charges as specified in Section A4 of the GSST will apply.
3. This CSA and the rates set forth herein apply to Orders for the purchase of Business Lines, Trunks, and/or Business Plus Lines from BellSouth Telecommunications, Inc. (BST) that are reported as regulated services by BST in accordance with the FCC's Part 32 'Uniform System of Accounts'.
4. Apply five End User Common Line Charges for each PRI Interface.
5. The rates contained in this Agreement are based on Customer's mix of services and are expressly contingent upon Customer's commitment to maintain its obligations under the following agreement V&T GA06-2237-10.
6. This Agreement provides for a thirty-six (36) month contract period with a twelve (12) month minimum service period.
7. BellSouth will provide bill blocking services in accordance with the applicable tariff (Alabama A2.2.14, Florida A2.3.6.G; Georgia A2.3.6.F; Kentucky A2.3.6.F; Louisiana A2.3.6.H; Mississippi A2.3.6.G; North Carolina A2.4.6.F, South Carolina A2.2.14; and Tennessee A2.3.6.K.). Subscribers who wish to reduce the chance of unauthorized third party monthly charges being placed on their bill may request at no charge to have a third party bill block placed on their telephone number. This bill block excludes the blocking of billing of toll charges such as customer dialed calls, collect calls, third party calls, calls using a 10-1-XXXX calling pattern, calls using a customer's presubscribed toll carrier, other charges associated with these toll calls, such as monthly toll plan charges, and charges that originate from BellSouth, its affiliates, or from a governmental agency. The Company will not remove the bill block without first obtaining verbal approval for the removal from the subscriber.
Note 1: This offering in no way nullifies the carrier or reseller's responsibility to verify the authorization of the monthly recurring charges by an authorized user for the telecommunications service account on which the charges will appear.

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

END OF ARRANGEMENT AGREEMENT OPTION 1

PRIVATE/PROPRIETARY

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-E705-03
Option 1 of 1
Attachment 1

KENTUCKY ATTACHMENT

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

RATES AND CHARGES

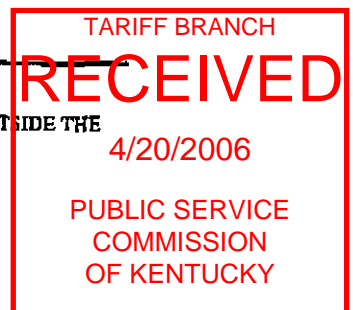
NOTES (continued)

8. In addition to any applicable Commitment Shortfall charges, should Customer terminate service prior to the minimum service period, the Customer will be charged all nonrecurring charges that were waived at installation of each service, including but not limited to the charges as identified below and a Contract Preparation Charge of two-hundred forty-two dollars (\$242.00):

PR1 Access Line	1LD1E	\$875.00 each
PR1 Interface, Voice/Data (Standard)	PR71V	\$110.00 each
PR1 B-Channels, Voice/Data (Standard)	PR7BV	\$ 5.00 each
Line Connection Charge, First Line		\$ 73.00 each
Line Connection Charge, Additional Lines		\$ 22.00 each

PRIVATE/PROPRIETARY

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY06-3529-00

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

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

PRIVATE/PROPRIETARY

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Page 1 of 7



**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY06-3629-00

(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 herein 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
2305 Parklake Dr, Suite 225
Atlanta, GA 30345

Subscriber
TECH CONSULTING INC
PO BOX 22529
LOUISVILLE, KY 40252

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

PRIVATE/PROPRIETARY

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY06-3629-00

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

PRIVATE/PROPRIETARY

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 OF KENTUCKY

**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY06-3629-00
Option 1 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 cancelling the Agreement. If accepted, billing will be rendered from the installation date.

Offer Expiration: This offer shall expire on: 6/30/2006.

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 twenty-four (24) to thirty-five (35) months.

This Agreement is for 24 months.

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

X Customer Initials [Signature]

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.

TARIFF BRANCH
RECEIVED
4/20/2006
PUBLIC SERVICE
COMMISSION
OF KENTUCKY

03/13/2006 10:04

NO.622 005

3-10-06; 2:38PM:TCI

;502 488 0223

* 19/ 20

**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY06-3629-00
Option 1 of 3

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

Accepted by:

Subscriber:
TECH CONSULTING INC

By: [Signature]
Authorized Signature

Printed Name: Ronald W. Zolkewicz

Title: VP

Date: 03-10-06

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

By: [Signature]
Authorized Signature

Printed Name: Katie Burckhalter

Title: Sales Manager

Date: 3/13/06

PRIVATE/PROPRIETARY

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TARIFF BRANCH
RECEIVED
4/20/2006
PUBLIC SERVICE
COMMISSION
OF KENTUCKY

**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY06-3629-00
Option 1 of 3

RATES AND CHARGES

	<u>Rate Elements</u>	<u>Non-Recurring</u>	<u>Monthly Rate</u>	<u>USOC</u>
1	BellSouth® Primary Rate ISDN Access Line, each	\$0.00	\$130.00	ILDIE
2	BellSouth® Primary Rate ISDN Interface, each - Voice/Data (Standard)	\$0.00	\$375.00	PR71V
3	BellSouth® Primary Rate ISDN B-Channels, each - Voice/Data (Standard)	\$0.00	\$10.00	PR7BV
4	Telephone Numbers for Flat Rate BellSouth® Primary Rate ISDN Voice/Data (Standard) - Per telephone number requested inward and 2-way	\$0.00	\$0.20	PR7TF
5	BellSouth® Primary Rate ISDN, Calling Name Delivery Feature - Per Primary Rate Interface	\$0.00	\$75.00	PR7CN

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY06-3629-00
Option 1 of 3

RATES AND CHARGES

NOTES:

1. All applicable rates and regulations for BellSouth® Primary Rate ISDN as set forth in the General Subscriber Services Tariff are in addition to the rates and regulations contained in this Contract Service Arrangement with the exception that volume discounts as outlined in the tariff do not apply.
2. A Termination Liability Charge is applicable if service is terminated prior to expiration of this Agreement. The applicable charge is dependent on the service period subscribed to and will be equal to the number of months remaining in the service period times the monthly rate provided under this Agreement.
3. The following nonrecurring charges will not apply upon initial installation. However, if all or any part of the service is disconnected prior to the expiration of this Agreement, then the Subscriber will pay full nonrecurring charges as identified below in addition to applicable termination liability charges:

PRI Access Line	ILDIE	\$875.00 each
PRI Interface, Voice/Data (Standard)	PR71V	\$110.00 each
PRI B-Channels, Voice/Data (Standard)	PR7BV	\$ 5.00 each

Furthermore, if Customer disconnects all service offered on this Agreement, then a Contract Preparation Charge applies in the amount of \$310.00 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 1

PRIVATE/PROPRIETARY

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



Regulated Services Agreement GA06-2237-10

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

The Sherwin-Williams Company

This BellSouth BusinessSM Master Agreement for Regulated Services and Volume & Term Agreement ("Agreement") is between The Sherwin-Williams Company ("Customer") and BellSouth Telecommunications, Inc. ("BST") and applies to Order 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 Attachment 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 would 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.



Regulated Services Agreement GA06-2237-10

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 March 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 2 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 \$1,320,000.00. The Annual Revenue Commitment represents eighty-five percent (85.00%) 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 eighty-five percent (85.00%) 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).

B. 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 March 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, CEAs, 99As, WATSSaver, 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 \$35,000, 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"). Customer will have the option to either pay the Commitment Shortfall or carry it forward to the following Contract Year. If Customer carries the Commitment Shortfall forward, the Annual Revenue Commitment for the Contract Year to which the Commitment Shortfall is carried will be increased by the amount of the Commitment Shortfall carried forward.

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.



Regulated Services Agreement GA06-2137-10

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 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 = \$28,385.00 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 February 28, 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 herein 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.



Regulated Services Agreement GA06-2237-10

Current addresses are:

BellSouth

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

Customer

The Sherwin-Williams Company
101 Prospect Ave.
Cleveland, OH 44145

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: The Sherwin-Williams Company

By: Tom Co
(Signature)

By: V.P.
(Printed Name and Title)

Date: 2/20/06

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

By: RW Huey
(Signature)

By: RW Huey Sales Dir
(Printed Name and Title)

Date: 2/24/06



Regulated Services Agreement GA06-2237-10

Appendix 1 to Regulated Services Agreement

- 1. Customer: The Sherwin-Williams Company
- 2. Term: 3 Years

Volume and Term Provisions

- A. Annual Revenue Commitment (85.00% of Baseline) \$1,320,000.00
- B. Baseline (First Year): \$1,553,000.00
- C. Reward Level 21.00%
- D. Growth Percentage 5.00%
- E. Annual Growth Incentive Award: 10.00% (not to exceed \$35,000)
- F. Reward Eligible Services

ALARM & CONTROL CKT
 ANALOG DATA SERVICE
 OFF PREM EXT (OPX)
 BUSINESS ISDN
 E35X ISDN
 BACK-UP LINE
 BUS PLUS/BUS CHOICE
 CUSTOM CALLING, Except in FL, NC
 DIR. WHITE PAGE SVCS
 ENHANCED CALLERID
 EXPND AREA CALLING - BUS, Except in NC
 MESSAGING CNS FEATURES
 MSG/MEAS RATE BUS
 NON LIST/NON PUBLISHED SVCS
 PRESTIGE
 REMOTE CALL FWD
 RINGMASTER
 TOUCHSTAR
 MEGALINK
 E35X
 FCO & FX SERVICES
 MEGALINK CHANNEL
 OPT CALL PLAN (OCP)
 NARs - ESIX/Digital E35X Service
 NARs - MegaLink Channel Service
 FLAT RATE PBX TRUNKS/NARs
 MSG/MEAS RATE PBX



**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY06-4663-00

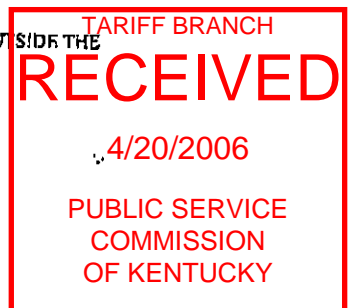
This Contract Service Arrangement (CSA) Agreement ("Agreement") is by and between BellSouth Telecommunications, Inc., a Georgia corporation, d/b/a BellSouth, ("Company") and WHITLEY COUNTY ("Customer or Subscriber"), and is entered into pursuant to Tariff Section A5 of the General Subscriber Services 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 BELLSOUTH COMPANIES EXCEPT PURSUANT TO A WRITTEN AGREEMENT.

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY06-4663-00

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

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

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

Subscriber
WHITLEY COUNTY
210 Main St
Williamsburg, KY 40769

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
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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY06-4663-00

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

PRIVATE/PROPRIETARY

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY06-4663-00
Option 1 of 1

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

Offer Expiration: This offer shall expire on: 7/15/2006.

Estimated service interval following acceptance date: Negotiable weeks.

Service description:

Contract Service Arrangement to provide rates and charges for BellSouth® Centrex service served from a SESS central office.

This Agreement is for a service period of sixty (60) months.

®BellSouth is a registered trademark of BellSouth Intellectual Property Corporation.

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

Customer Initials BF

PRIVATE/PROPRIETARY

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY06-4663-00
Option 1 of 1

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

Accepted by:

Subscriber:
WHITLEY COUNTY

By: Burley J. Foley
Authorized Signature

Printed Name: Burley J. Foley

Title: Judge Executive

Date: 3-22-06

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

By: Beth Hain
Authorized Signature

Printed Name: Beth Hain

Title: Sales Rep

Date: 3-22-06

PRIVATE/PROPRIETARY

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**CONTRACT SERVICE ARRANGEMENT
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Case Number KY06-4663-00
Option 1 of 1

RATES AND CHARGES

	Rate Elements	Non-Recurring	Monthly Rate	USOC
1	BellSouth® Centrex service, Standard Features, per station line, each	\$0.00	\$3.95	CENAA
2	BellSouth® Centrex service, Payment Plan 1, Station Links, Flat Rate, each	\$0.00	\$13.00	M4LFA
3	BellSouth® Centrex service, Payment Plan 1, Station Links for 800 Service Termination, Flat Rate, each	\$0.00	\$13.00	M4LFB
4	BellSouth® Centrex service, Payment Plan 1, Station Links Equipped with Caller ID, Flat Rate, each	\$0.00	\$13.00	M4LFH
5	BellSouth® Centrex service, Payment Plan 1, Station Links for Provision in a Different Serving Wire Center, Flat Rate, each	\$0.00	\$13.00	M4LFM
6	BellSouth® Centrex service, Payment Plan 1, Station Links for Provision in a Different Serving Wire Center for 800 service Termination, Flat Rate, each	\$0.00	\$13.00	M4LFZ
7	BellSouth® Centrex service, Payment Plan 1, Station Links Termination on MegaLink® service, LightGate® service, or Equivalent Services, Flat Rate, each	\$0.00	\$0.00	M4LF9
8	BellSouth® Centrex service, Payment Plan 1, Station Links Termination on MegaLink® service, LightGate® service, or Equivalent Services for 800 service Termination, Flat Rate, each	\$0.00	\$0.00	M4LFP2
9	BellSouth® Centrex service, Payment Plan 1, Bridged Links, located on different premises from station link on non-continuous property, each	\$0.00	\$13.00	M1FNX
10	BellSouth® Centrex service, Payment Plan 1, Bridged Links, located on different premises from station link on same continuous property, each	\$0.00	\$13.00	M1FCX

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY06-4663-00

Option 1 of 1

RATES AND CHARGES

11	BellSouth® Centrex service, Payment Plan 1, Extended Bridged Links, extended to different premises, different serving wire center, each	\$0.00	\$13.00	M1FBX
12	BellSouth® Centrex service, Network Access Register (NAR) Package, per NAR, Both-way, Flat Rate	\$0.00	\$19.35	M9QCX
13	BellSouth® Centrex service, Network Access Register (NAR) Package, per NAR, One-way Inward, Flat Rate	\$0.00	\$19.35	M9Q1X
14	BellSouth® Centrex service, Network Access Register (NAR) Package, per NAR, One-way Outward, Flat Rate	\$0.00	\$19.35	M9QOX
15	Grouping Service, Business, per NAR made rotary	\$0.00	\$4.73	HTG

PRIVATE/PROPRIETARY

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY06-4663-00
Option 1 of 1

RATES AND CHARGES

NOTES:

1. Other rate elements used in the provision of this service may not be listed herein, however, can be found in the appropriate BellSouth Tariffs.

2. Payment Plan designation is for provisioning purposes only.

3. The appropriate tariff notes associated with each rate element apply as specified in the GSST.

4. The following non-recurring charges will not apply for stations added initially and subsequent to the initial installation. However, if the BellSouth® Centrex system is disconnected prior to the expiration of the C.S.A., then the Subscriber will pay full non-recurring charges as identified below. The Customer is not liable for nonrecurring charges waived prior to the term of this Agreement. These charges are in addition to any applicable termination liability charges:

Contract Preparation Charge (single charge)	\$342.00
BellSouth® Centrex features (USOC CENAA), each	\$ 19.50
Standard Common Equipment (USOC M1ACS), each, or	\$600.00
Customized Common Equipment (USOC M1ACC) each	\$750.00
Line Connection, first	\$ 73.00
Line Connection, Additional	\$ 22.00

®BellSouth is a registered trademark of BellSouth Intellectual Property Corporation.

END OF ARRANGEMENT AGREEMENT OPTION 1

PRIVATE/PROPRIETARY

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY06-4653-00

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

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

PRIVATE/PROPRIETARY

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY06-4653-00

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

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

Company

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

Subscriber

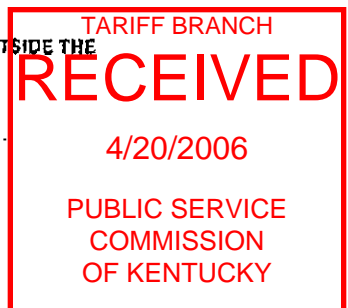
WHITLEY COUNTY
8055 S Main St
Corbin, KY 40701

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

PRIVATE/PROPRIETARY

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

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY06-4653-00
Option 1 of 1

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

Offer Expiration: This offer shall expire on: 7/21/2006.

Estimated service interval following acceptance date: Negotiable weeks.

Service description:

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

This Agreement is for a service period of sixty (60) 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 RF

PRIVATE/PROPRIETARY

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY06-4653-00
Option 1 of 1

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

Accepted by:

Subscriber:
WHITLEY COUNTY

By: Burley J Foley Judge Executive
Authorized Signature

Printed Name: Burley J Foley

Title: Judge Executive

Date: 3-22-06

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

By: Beth Hixon
Authorized Signature

Printed Name: Beth Hixon

Title: Sales Mgr

Date: 3-22-06

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**CONTRACT SERVICE ARRANGEMENT
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Case Number KY06-4653-00
Option 1 of 1

RATES AND CHARGES

	<u>Rate Elements</u>	<u>Non-Recurring</u>	<u>Monthly Rate</u>	<u>USOC</u>
1	Flat Rate Main Station Line Service, Business, Rate Group 2 -Per line	\$00	\$27.00	1FB
2	Flat Rate Main Station Line Service, Business-Caller ID compatible, Rate Group 2 -Per line (Caller ID feature must be ordered separately.)	\$00	\$27.00	1FBCL
3	Touch-Tone Calling Service, Individual and Two-Party Line Service, Business -Per line or PBX trunk	\$00	\$00	TTR

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BELLSOUTH COMPANIES EXCEPT PURSUANT TO A WRITTEN AGREEMENT.

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**CONTRACT SERVICE ARRANGEMENT
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Option 1 of 1

RATES AND CHARGES

NOTES:

1. All rules and regulations of the General Subscriber Services Tariff (GSST) are applicable to this Agreement. The rate elements included herein have been specifically discounted. Other rate elements used in the provision of the service have not been listed, but may be found in the appropriate Company tariff.

2. Unless otherwise provided for in this Agreement, a Termination Liability Charge will be applicable if all or any part of the service is terminated prior to expiration of this Agreement. The applicable charge is dependent on the service period subscribed to and will be equal to the number of months remaining in the service period times the monthly rate provided under this Agreement. Two payment options are available:
- Continue paying the monthly rate for the remainder of the Agreement term, or
- Make a lump sum payment discounted by the current prime interest rate plus two percentage points.

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

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

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

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

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

END OF ARRANGEMENT AGREEMENT OPTION 1

PRIVATE/PROPRIETARY

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



**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-G036-01

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

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

PRIVATE/PROPRIETARY

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Page 1 of 7

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-G036-01

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

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

Company

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

Subscriber

YMCA (LOUISVILLE KY)
20 QUALITY PL
BUCKNER, KY 40010

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

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**CONTRACT SERVICE ARRANGEMENT
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Case Number KY05-G036-01

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

PRIVATE/PROPRIETARY

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-G036-01
Option 1 of 1

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

Offer Expiration: This offer shall expire on: 3/15/2006.

Estimated service interval following acceptance date: Negotiable weeks.

Service description:

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

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

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

Customer Initials SK

PRIVATE/PROPRIETARY
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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-G036-01

Option 1 of 1

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

Accepted by:

Subscriber:
YMCA (LOUISVILLE KY)

By: [Signature]
Authorized Signature

Printed Name: Bradley A Ricca

Title: Vice President - Information Management

Date: 2/16/06

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

By: [Signature]
Authorized Signature

Printed Name: Dwight Davis

Title: Sales Manager

Date: 2/16/06

PRIVATE/PROPRIETARY
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TARIFF BRANCH
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COMMISSION
OF KENTUCKY

**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-G036-01

Option 1 of 1

RATES AND CHARGES

	<u>Rate Elements</u>	<u>Non-Recurring</u>	<u>Monthly Rate</u>	<u>USOC</u>
1	BellSouth® Primary Rate ISDN Access Line, each (Note 2)	\$.00	\$130.00	1LD1E
2	BellSouth® Primary Rate ISDN Interface, each - Voice/Data (Standard) (Note 2, 3)	\$.00	\$375.00	PR71V
3	BellSouth® Primary Rate ISDN B-Channel, each - Voice/Data (Standard) (Note 2)	\$.00	\$5.00	PR7BV
4	BellSouth® Primary Rate ISDN Telephone Numbers, per telephone number requested inward and 2-way	\$.00	\$.00	PR7TF
5	BellSouth® Primary Rate ISDN, Calling Name Delivery Feature, Per Primary Rate Interface	\$.00	\$.00	PR7CN
6	BellSouth® Primary Rate ISDN D-Channel - No Rate (Provisioning USOC)	\$.00	\$.00	PR7EX

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RATES AND CHARGES

NOTES:

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

<u>USOC</u>	<u>Nonrecurring Charge</u>
Contract Preparation Charge	\$342.00
1LD1E	\$875.00, each
PR71V	\$110.00, each
PR7BV	\$ 5.00, each

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

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END OF ARRANGEMENT AGREEMENT OPTION 1

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