



## Pricing Agreement

|  |             |                   |   |             |                   |  |  |  |
|--|-------------|-------------------|---|-------------|-------------------|--|--|--|
| Customer<br><b>Clarion Manufacturing Corporation</b> |             |                   | Service Provider<br>Cincinnati Bell Telephone Company LLC ("Cincinnati Bell") |             |                   | Agreement No.<br>21661                   |  |  |
| Address<br>237 Beaver Road                           |             |                   | Address<br>201 East Fourth Street   |             |                   | Order No.                                |  |  |
|  |             |                   | P.O. Box 2301   |             |                   | Service Provider Contact<br>Doug Bertoia |  |  |
| City<br>Walton                                       | State<br>KY | Zip Code<br>41094 | City<br>Cincinnati  | State<br>OH | Zip Code<br>45201 | Telephone No.<br>513-397-04276           |  |  |

| A. Service Pricing                                |       |                          |           |         |                  |                   |                   |               |
|---|-------|--------------------------|-----------|---------|------------------|-------------------|-------------------|---------------|
| Qty   | Units | Description              | Term      | Clauses | Per Unit Monthly | Monthly           | Per Unit One-time | One-time      |
| Street Address: 237 Beaver Road, Walton, KY 41094 |       |                          |           |         |                  |                   |                   |               |
| 7   | Each  | Flat Business Line       | 12 Months | 4       | \$ 44.99         | \$314.93          | \$0.00            | \$0.00        |
| 1   | Each  | Trunk Advantage Facility | 12 Months | 41      | \$521.15         | \$521.15          | \$0.00            | \$0.00        |
| 11  | Each  | Two Way / DID Channels   | "         | "       | \$ 18.00         | \$198.00          | \$0.00            | \$0.00        |
| 11  | Each  | Standard Channels        | "         | "       | \$ 23.25         | \$255.75          | \$0.00            | \$0.00        |
| 5   | Each  | DID 20 # Blocks          |           |         | \$ 0.02          | \$ 0.10           | \$0.00            | \$0.00        |
| <b>TOTAL</b>                                      |       |                          |           |         |                  | <b>\$1,289.93</b> |                   | <b>\$0.00</b> |

- The term "Cincinnati Bell" shall be deemed to be Cincinnati Bell Telephone Company LLC and its' affiliates and subsidiaries.
- In addition to Agreement charges, Customers will incur all regulated charges mandated by the Regulatory Commissions with jurisdiction over Cincinnati Bell.
- All prices and rates are exclusive of any surcharges and taxes.
- The Agreement shall become effective on the latter of the provisioning or activation date ("Effective Date").
- Installation/One-time charge does not cover premise technician work outside of the hours of 8 a.m. to 5 p.m.
- Facsimile signatures to this Agreement and any additional documents incorporated herein shall be deemed to be binding upon the parties.

|  |                                 |  |                 |
|--|---------------------------------|--|-----------------|
| <b>CUSTOMER'S SIGNATURE ACKNOWLEDGES THAT CUSTOMER HAS READ AND UNDERSTANDS THE TERMS AND CONDITIONS ATTACHED HERETO AND THESE TERMS AND CONDITIONS APPLY TO THIS ORDER AND ANY SUBSEQUENT ORDERS ACCEPTED BY CINCINNATI BELL. CUSTOMER'S SIGNATURE ACKNOWLEDGES AUTHORIZATION FOR CINCINNATI BELL TO REQUEST CREDIT INFORMATION FROM ANY CREDIT REPORTING AGENCY OR SOURCE.</b> |                                 |  |                 |
| CLARION MANUFACTURING CORPORATION  |                                 |  |                 |
| Name of Authorized Representative (Print)<br>Diane F. Jones  | Title<br>Administration Manager | Signature of Authorized Representative<br><i>Diane F. Jones</i>    | Date<br>1/17/06 |
| CINCINNATI BELL TELEPHONE COMPANY LLC  |                                 |  |                 |
| Name of Authorized Representative (Print)<br><i>MARY G. SCHWITZER</i>  | Title<br><i>Sales Mgr.</i>      | Signature of Authorized Representative<br><i>Mary G. Schwitzer</i> | Date<br>2-6-06  |

Confidential Statement

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Agreement No. 21661

Date Of Print: November 14, 2005

*Review 2/8/06 from Kazz, Memphis Jk*





## TERMS AND CONDITIONS

### 1. DEFINITIONS.

The following definitions shall apply to this Agreement and, unless otherwise provided therein, shall also apply to the Supplements. The definitions shall apply equally to both the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words "include," "includes" and "including" shall be deemed to be followed by the phrase "without limitation". The words "shall" and "will" are used interchangeably throughout this Agreement and the use of either connotes a mandatory requirement. The use of one or the other shall not mean a different degree or right or obligation for either Party. The use of the term "Agreement" shall be deemed to refer to the entire agreement between the Parties consisting of this Agreement and includes each Supplement.

1.1 Applicable Laws - means all applicable federal, state, and local statutes, laws, rules, regulations, codes, final and nonappealable orders, decisions, injunctions, judgments, awards and decrees that relate to a Party's obligations under this Agreement.

1.2 Information - means any writing, drawing, sketch, model, sample, data, computer program, software, verbal communication, e-mail, recording or documentation of any kind.

1.3 Party - means (i) Cincinnati Bell parent company, its affiliates and subsidiaries (collectively "Cincinnati Bell") or (ii) Customer; and "Parties" means (i) and (ii).

1.4 Proprietary Information - means any Information communicated, whether before, on or after the Effective Date, by a Party ("Disclosing Party") to the other Party ("Receiving Party"), pursuant to this Agreement and if written, is marked "Confidential" or "Proprietary" or by similar notice or if oral or visual, is identified as "Confidential" or "Proprietary" at the time of disclosure; or if by electronic transmission (including, but not limited to, facsimile or electronic mail) in either human readable or machine readable form, and is clearly identified at the time of disclosure as being "Proprietary" or "Confidential" by an appropriate and conspicuous electronic marking within the electronic transmission, which marking is displayed in human readable form along with any display of the "Proprietary" or "Confidential" information; or if by delivery of an electronic storage medium or memory device which is clearly identified at the time of disclosure as containing "Proprietary" or "Confidential" information by an appropriate and conspicuous marking on the storage medium or memory device itself and by an appropriate and conspicuous electronic marking of the stored "Proprietary" or "Confidential" information, which marking is displayed in human readable form along with any display of the "Proprietary" or "Confidential" information.

### 2. SERVICES.

The applicable rates, fees, commissions and charges for a particular service to be provided by Cincinnati Bell pursuant to the Supplement(s) will be on the Pricing Agreement sheet. Any other regulated services not listed on the Supplements which are provided by Cincinnati Bell to Customer, shall be governed by the rates, terms, and conditions of the appropriate tariff. Cincinnati Bell shall comply with all applicable laws, rules, regulations, ordinances, and codes (collectively, "Legal Requirements") in connection with the provision of the Supplement Service. The specific terms and conditions applicable to the particular services to be provided by pursuant to this Agreement, including the description of the services to be provided and the obligations of each Party in connection therewith, termination rights, performance obligations and service parameters are or shall be set forth in the Supplement(s). Any future Supplements entered into between the parties shall reference and be governed by the terms of this Agreement. In the event of a conflict between the terms of this Agreement and a Supplement, the terms of the Supplement shall prevail.

### 3. EQUIPMENT WARRANTY, USE AND MAINTENANCE.

If applicable, Cincinnati Bell will maintain the equipment used to provide service under the applicable Supplements, in good working order during the term specified on the Pricing Agreement sheet, except CPE provided as part of any LAN Advantage service, subject to the exclusions set forth under Section four (4) entitled Warranty Exclusions. Customer will permit Cincinnati Bell access to equipment on Customer's premises used to provide service hereunder and Cincinnati Bell will comply with the Customer's security and safety regulations at Customer's site. Repair parts or replacement parts may be new, remanufactured or refurbished at the discretion of Cincinnati Bell. Customer will not make any modifications to the equipment used to provide service hereunder without the written permission of Cincinnati Bell and will pay the cost of any repairs necessitated by unauthorized work.



4. **WARRANTY EXCLUSIONS.**

4.1 The warranties provided under Section three (3) do not cover services required to repair damages, malfunctions or failures caused by: (a) Customer's failure to follow Cincinnati Bell's written operation or maintenance instructions provided to Customer; (b) Customer's unauthorized repair, modifications or relocation of equipment used to provide services hereunder, or attachment to such equipment of non-Cincinnati Bell equipment; and (c) abuse, misuse or negligent acts. Cincinnati Bell may perform services in such instances on a time and materials or contract basis.

4.2 Cincinnati Bell will not be liable to Customer or third parties for any claims, loss or expense of any kind or nature caused directly or indirectly by: (i) interruption or loss of use or loss of business; or (ii) any consequential, indirect, special or incidental damages suffered by Customer or third parties whatsoever.

4.3 EXCEPT AS SPECIFIED HEREIN AND ANY SUPPLEMENTS, CINCINNATI BELL, ITS SUBCONTRACTORS AND SUPPLIERS (EXCEPT AS EXPRESSED IN WRITING BY THEM) MAKE NO WARRANTIES, EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIM ANY WARRANTY OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

5. **TITLE OR RISK OF LOSS OF EQUIPMENT.**

5.1 For equipment sold and installed to Customer by Cincinnati Bell, title shall pass to Customer on the In-Service Date. Risk of loss shall pass at the time of delivery.

5.2 For all other equipment used in the provision of services under any of the Supplements, title shall remain solely with Cincinnati Bell, whether or not attached to or embedded in realty, unless otherwise agreed to in writing by the parties. Cincinnati Bell will bear the risk of loss or damage to the equipment used in the provision of service, except that Customer will be liable to Cincinnati Bell for the cost of repair or replacement of equipment lost or damaged as a result of Customer's negligence, intentional acts, unauthorized installation or maintenance or other causes within the control of customer, its employees, agents or subcontractors.

6. **GOVERNING LAW.**

This Agreement shall be deemed to be a contract made under the laws of the State of Ohio, and the internal laws of such state shall govern the construction, interpretation and performance of this Agreement, without reference to conflicts of law provisions. Any legal action arising under this Agreement must be filed (and thereafter maintained) in a state or federal court located in Hamilton County, Ohio within two (2) years after the cause of action arises.

7. **CONFIDENTIAL INFORMATION.**

During the term of this Agreement and for two years thereafter, neither party shall disclose any terms or pricing contained in this Agreement or any confidential information disclosed by the other party. Confidential information shall remain the property of the disclosing party and shall be labeled as either "Confidential" or "Proprietary".

8. **RESOLUTION OF DISPUTES.**

8.1 The parties will attempt in good faith to resolve any controversy or claim arising out of or relating to this Agreement promptly through discussions between themselves at the operational level. In the event a resolution cannot be reached at the operational level, the disputing party shall give the other party written notice of the dispute and such controversy or claim shall be negotiated between appointed counsel or senior executives of the parties who have authority to settle the controversy. If the parties fail to resolve such controversy or claim within thirty (30) days of the disputing party's notice, either party may seek arbitration as set forth below.

8.2 Any controversy or claim arising out of or relating to this Agreement, or a breach of this Agreement, shall be finally settled by arbitration in Cincinnati, Ohio and shall be resolved under the laws of the State of Ohio without regard to choice of law provisions. The arbitration shall be conducted before a single arbitrator in accordance with the commercial rules and practices of the American Arbitration Association then in effect.

8.3 The arbitrator shall have the power to order specific performance if requested. Any award, order, or judgment pursuant to such arbitration shall be deemed final and binding and may be enforced in any court of competent jurisdiction. The parties agree that the arbitrator shall have no power or authority to make awards or issue orders of any kind except as expressly permitted by this Agreement, and in no event shall the arbitrator have the authority to make any award that provides for punitive or exemplary damages. All such arbitration proceedings shall be conducted on a confidential basis. The arbitrator may, as part of the arbitration award, permit the substantially prevailing party to recover all or part of its attorney's fees and other out-of-pocket costs incurred in connection with such arbitration.



9. **TERMS OF PAYMENT.**

Invoices for Services are due and payable in U.S. dollars within thirty (30) days of invoice date. Payments not received within thirty (30) days of invoice date are considered past due. In addition to Cincinnati Bell undertaking any of the actions set forth in this Agreement, if any invoice is not paid when due, Cincinnati Bell may: (i) apply a late charge equal to 1-1/2% (or the maximum legal rate, if less) of the unpaid balance per month; (ii) require an additional Security Deposit or other form of security; and/or (iii) take any action in connection with any other right or remedy Cincinnati Bell may have under this Agreement in law or in equity. If the Customer believes they have been incorrectly billed, Customer should contact the Cincinnati Bell business office within sixty (60) days @ (513) 566-5050 to initiate a billing review. Invoices for non-regulated services not disputed within sixty (60) days will not be subject to dispute thereafter.

10. **TERMINATION.**

Notwithstanding the provisions regarding the Term and Termination Charges of each Supplement, and in addition to the parties' rights of termination specifically provided elsewhere in this Agreement, the following shall apply:

10.1 In the event that one party breaches any material obligation provided hereunder, excluding payment obligations, or in such Supplement (other than Customer's payment obligations), the other party shall give the breaching party written notice of the breach and request that the breach be cured ("Cure Notice"). If the breaching party fails to cure the specified breach within thirty (30) days of receipt of the Cure Notice (or such other mutually agreed upon time), the other party shall have the right to terminate the Supplement, effective upon five (5) days prior written notice to the breaching party ("Termination Notice"). The right of Cincinnati Bell and the Customer to terminate in any such case shall be in addition to any other rights and remedies they may have hereunder or at law or in equity.

10.2 A party may, at its option, terminate a Supplement effective immediately upon written notice upon the occurrence of an "Insolvency Event of Default" (as defined below) with respect to the other party. The occurrence of any one or more of the following events shall constitute an "Insolvency Event of Default": the other party admits in writing its inability to pay its debts generally or makes a general assignment for the benefit of creditors; any affirmative act of insolvency by the other party or the filing by or against the other party (which is not dismissed within ninety (90) days of any petition or action) under any bankruptcy, reorganization, insolvency arrangement, liquidation, dissolution or moratorium law, or any other law or laws for the relief of, or relating to, debtors; or the subjection of a material part of the other party's property to any levy, seizure, assignment or sale for or by any creditor, third party or governmental agency.

10.3 Customer shall have the right to terminate any Supplement for convenience at any time upon thirty (30) days prior written notice to Cincinnati Bell. The termination charge will be considered to be liquidated damages and will be Cincinnati Bell's sole remedy against Customer for early termination, except for outstanding charges. The termination liability language contained within the applicable Supplement is not intended to indicate that the Commissions have approved or sanctioned the specific termination charges contained herein. Signatories to the Agreement shall be free to pursue whatever legal remedies they may have should a dispute arise.

10.4 One or more Supplements may be terminated by the Parties without causing a termination of this Agreement or other Supplements.

11. **INDEMNIFICATION.**

Customer shall indemnify, defend and hold harmless Cincinnati Bell and its parent company, affiliates, employees, directors, officers, and agents from and against all claims, demands, actions, causes of actions, damages, liabilities, losses, and expenses (including reasonable attorney's fees) incurred as a result of claims for damage to property and/or personal injuries (including death) arising directly out of the performance of obligations under this Agreement. A party shall notify the other party and describe the claim or action within fourteen (14) days of becoming aware of the claim or action itself. Customer may undertake the defense of any such claim or action and permit Cincinnati Bell to participate therein. The settlement of any such claim or action by Customer without Cincinnati Bell's prior written consent, shall release the Cincinnati Bell from its obligations hereunder with respect to such claim or action so settled.

12. **RESPONSIBILITIES OF EACH PARTY.**

Each Party has and hereby retains the right to exercise full control of and supervision over its own performance of its obligations under this Agreement and retains full control over the employment, direction, compensation and discharge of their respective employees assisting in the performance of such obligations. Each Party will be solely responsible for all matters relating to payment of such employees, including compliance with social security taxes, withholding taxes and all other regulations governing such matters. Except for the limitations on liability as otherwise provided in this Agreement, each Party will be responsible for its own acts and those of its employees, agents, and contractors during the performance of that Party's obligations hereunder.



13. **LIMITATIONS OF LIABILITY.**

Cincinnati Bell's liability arising out of the provision of: (i) the provision of Services; (ii) delays in the restoration of Services; or (iii) arising out of mistakes, accidents, omissions, interruptions, errors or defects in transmission, or delays caused by judicial or regulatory authorities, shall be subject to the limitations set forth below and in the applicable Tariff. IN NO EVENT SHALL CINCINNATI BELL BE LIABLE TO CUSTOMER, CUSTOMER'S OWN CUSTOMERS, OR ANY OTHER THIRD PARTY WITH RESPECT TO THE SUBJECT MATTER OF THIS AGREEMENT UNDER ANY CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR OTHER THEORY FOR ANY TYPE OF INDIRECT, CONSEQUENTIAL, INCIDENTAL, RELIANCE, ACTUAL, SPECIAL, OR PUNITIVE DAMAGES, OR FOR ANY LOST PROFITS. LOST REVENUES, OR LOST SAVINGS OF ANY KIND, ARISING OUT OF OR RELATING TO THIS AGREEMENT WHETHER OR NOT CINCINNATI BELL OR CUSTOMER WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND WHETHER OR NOT SUCH DAMAGES WERE FORESEEABLE. FOR PURPOSES OF THIS SECTION, "CINCINNATI BELL" IS DEEMED TO INCLUDE CINCINNATI BELL'S PARENT COMPANY, AND ITS RESPECTIVE AFFILIATES AND SUBSIDIARIES, AND THE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES, SUBCONTRACTORS AND SUPPLIERS OF EACH OF THEM.

The Parties hereto agree that the termination liabilities and the limitations on liability contained in this Agreement are fair and reasonable adjustments to the uncertain and difficult to ascertain damages which might arise under this Agreement and are intended to be reasonable allocations by the Parties of the business risks inherent in this Agreement.

14. **SECURITY AND ACCESS.**

Employees and agents of Cincinnati Bell and its subsidiaries, while on the premises of Customer, will comply with all reasonable rules, regulations and security requirements of Customer.

15. **WORK ON CUSTOMER'S PREMISES.**

Cincinnati Bell shall comply with all applicable laws and will indemnify and hold Customer harmless from and against any claims, demands, suits losses, damages, costs and expenses arising out of Cincinnati Bell's noncompliance with any such laws. If Cincinnati Bell's work under any Supplement involves operations by Cincinnati Bell on the premises of Customer, Cincinnati Bell shall take all necessary precautions to prevent the occurrence of any injury to person or property during the progress of such work. Except to the extent such injury is the result of Customer's negligence or willful misconduct, Cincinnati Bell shall defend, indemnify and hold harmless Customer against any claims, demands, suits, losses, damages, costs and expenses which are proximately caused by Cincinnati Bell's employees or agents against Customer, or which are due from any negligent act or omission of Cincinnati Bell, including its employees, agents and subcontractors.

16. **CUSTOMER OBLIGATIONS.**

Prior to requesting repair service from Cincinnati Bell, Customer will use its best efforts, including but not limited to performing reasonable diagnostic tests, to verify whether any trouble with the Service is a result of the Customer's equipment or facilities. Customer shall be responsible for any such trouble resulting from the Customer's equipment or facilities. Customer will cooperate with any joint testing of the Service reasonably requested by Cincinnati Bell.

17. **SYSTEM MAINTENANCE.**

In the event Cincinnati Bell determines that it is necessary to interrupt Services or that there is a potential for Services to be interrupted for the performance of system maintenance, Cincinnati Bell will use good faith efforts to notify Customer prior to the performance of such maintenance and will schedule such maintenance during non-peak hours (midnight to 6:00 am. local time). In no event shall interruption for system maintenance constitute a failure of performance by Cincinnati Bell.

18. **SUBCONTRACTING.**

Cincinnati Bell may subcontract work to be performed under this Agreement, but shall retain responsibility for the work.

19. **CHANGES IN LAWS.**

This Agreement is predicated upon current state and federal laws and regulations. If new laws or regulations or new applications of current law and regulations affect this Agreement, either Party may request on thirty (30) days' written notice that one or more provisions be renegotiated consistent with the changed circumstances.



20. **FORCE MAJEURE.**

No party shall be held liable for any delay or failure in performance of any part of this Agreement, including any Supplement, caused by a force majeure condition, including fires, embargoes, explosions, power blackouts, earthquakes, volcanic action, floods, wars, water, the elements, labor disputes (such as a work stoppage), civil disturbances, government requirements, civil or military authorities, acts of God or a public enemy, inability to secure raw materials, inability to secure product of manufacturers or outside vendors, inability to obtain transportation facilities, acts or omissions of transportation common carriers, or other causes beyond its reasonable control whether or not similar to the foregoing conditions. If any force majeure condition occurs, the Party whose performance fails or is delayed because of such force majeure condition ("Delayed Party") shall promptly give written notice thereof to the other Party. The Delayed Party shall use all best efforts to avoid or mitigate performance delays despite a force majeure condition, and shall restore performance as soon as the force majeure condition is removed.

21. **GOOD FAITH PERFORMANCE.**

Each Party shall act in good faith in its performance under this Agreement and, in each case in which a Party's consent or agreement is required or requested hereunder, such Party shall not unreasonably withhold or delay such consent or agreement, as the case may be.

22. **NO LICENSE.**

Except as expressly provided in this Agreement or a Supplement, no license under patents, copyrights, trademarks, service marks, trade names or other indicia of origins, or any other intellectual property right (other than the limited license to use consistent with the terms, conditions and restrictions of this Agreement) is granted by either Party or shall be implied or arise by estoppel with respect to any transactions contemplated under this Agreement.

23. **AMENDMENTS; WAIVERS.**

Except as otherwise provided in this Agreement, no amendment or waiver of any provision of this Agreement, and no consent to any default under this Agreement, shall be effective unless the same shall be in writing and signed by an authorized official of the Party against whom such amendment, waiver or consent is claimed. In addition, no course of dealing or failure of any Party to strictly enforce any term, right or condition of this Agreement shall be construed as a waiver of such term, right or condition.

24. **NOTICES.**

All notices, demands, requests, elections, or other communications provided under this Agreement or which may be given by one Party to the other Party under this Agreement and to the extent a notice relates to an alleged breach, termination, or other claim under a Supplement, such notice shall be made in writing (unless specifically provided otherwise herein) and unless otherwise specifically required by this Agreement to be delivered to another representative or point of contact, shall be (a) delivered personally, (b) delivered by express delivery service, (c) mailed, first class, certified mail postage prepaid, return receipt requested or (d) delivered by telecopy and shall be deemed effective upon receipt; provided that a confirmation copy is sent by the method described in (a), (b) or (c) of this Section. Notices shall be addressed to the parties at the addresses set forth on the Pricing Agreement sheet.

Changes in notice designation shall be made in writing and shall be deemed effective upon receipt. Notices will be deemed given as of the earlier of (i) the date of actual receipt, (ii) the next business day when notice is sent via express mail or personal delivery, (iii) four (4) business days after mailing in the case of first class, certified U.S. mail or (iv) on the date set forth on the confirmation in the case of telecopy.

25. **NO RIGHTS TO THIRD PARTIES.**

This Agreement shall not be deemed to provide third parties with any remedy, claim, right of action or other right.

26. **SEVERABILITY.**

If any term, condition, or provision of this Agreement shall be invalid or unenforceable for any reason, such invalidity or unenforceability shall not invalidate or render unenforceable the remainder of this Agreement; and, unless such construction would be unreasonable, this Agreement shall be construed as if not containing the invalid or unenforceable provision or provisions and the rights and obligations of each Party shall be construed and enforced accordingly. If necessary to affect the intent of the Parties, the Parties shall negotiate in good faith to amend this Agreement to replace the unenforceable language with enforceable language that reflects such intent as closely as possible.



27. **ASSIGNMENT.**

Customer will not resell or permit any third party to use any of the services provided by Cincinnati Bell hereunder. Neither Customer nor Cincinnati Bell may assign this agreement without the prior written consent of the other party, which shall not be unreasonably withheld or delayed. Cincinnati Bell shall not be required to obtain consent in the case of a sale of all or substantially all the assets of Cincinnati Bell or an assignment to an entity directly or indirectly owning or controlling, owned or controlled by, or under common control with the assigning party. Notwithstanding the foregoing, Cincinnati Bell shall retain the right to terminate this Agreement without further obligation or liability to Customer, its successors or assigns, if, in its sole and exclusive judgment any assignment or purported assignment by Customer is to be made to a competitor of Cincinnati Bell.

28. **ENTIRE AGREEMENT; CONTINUING OBLIGATIONS.**

28.1 This Agreement, includes Pricing Agreement, Terms & Conditions and Supplements, constitutes the entire Agreement between the Parties concerning the subject matter hereof. All prior agreements, representations, statements, negotiations, understandings, proposals, and undertakings, oral or written, with respect to the subject matter thereof are superseded and replaced by the provisions of this Agreement.

28.2 Irrespective of any provision contained in this Agreement or in a Supplement to the contrary, the following provisions of this Agreement shall take precedence over, supercede and control any conflicting provision (or the absence of a provision) in each of the Supplements heretofore or hereinafter executed by the parties: Articles 6 through 9 and Articles 11 through 30.

28.3 Any liability or obligation of any Party to the other Party for acts or omissions prior to the cancellation or termination of this Agreement, any obligation of any Party to make payments, any obligation of any Party under the provisions of Article 7 hereof regarding Confidential Information, Article 8 hereof regarding resolution of disputes, Articles 11 and 18 hereof regarding indemnification, and Article 13 regarding limitations on liability, and any provisions that, by their terms, are contemplated to survive (or be performed after) termination of this Agreement, shall, in each case, survive cancellation or termination of this Agreement.

28.4 The rights and obligations under this Agreement shall survive any merger or sale of either party and shall be binding upon the successors and permitted assigns of each party.

28.5 Under federal law, Customer has a right, and Cincinnati Bell has a duty, to protect the confidentiality of information regarding the telecommunications services Customer buys from Cincinnati Bell, including the amount, type, and destination of Customer's service usage; the way Cincinnati Bell provides services to Customer; and Customer's calling and billing records. Together, this confidential information is described as Customer Proprietary Network Information (CPNI). Customer hereby consents to Cincinnati Bell sharing its CPNI with Cincinnati Bell affiliates, subsidiaries and any other current or future direct or indirect subsidiaries of the Cincinnati Bell parent company as well as Cincinnati Bell agents and authorized sales representatives, to develop or bring to new products or services to Customer's attention. This consent survives the termination of Customer's service and is valid until Customer affirmatively revokes or limits such consent.

29. **REGULATORY APPROVAL; TARIFFS.**

This Agreement is subject to applicable regulatory requirements. In the event of any conflict between the terms of this Agreement and applicable regulatory requirements, such regulatory requirements will take precedence and be controlling. The obligations of Cincinnati Bell and Customer under this Agreement may be contingent upon approval of this Agreement by applicable regulatory agencies, including the Public Utilities Commission of Ohio and Public Services Commission of Kentucky. The regulations and rates specified herein are in addition to applicable regulations and rates set forth in Cincinnati Bell's tariffs on file with regulatory agencies.

30. **EXECUTED IN COUNTERPARTS.**

This Agreement may be executed in any number of counterparts, each of whom shall be an original, but such counterparts shall together constitute but one and the same instrument.

31. **HEADINGS.**

The titles and headings of Articles and Sections of this Agreement have been inserted for convenience of reference only and are not to be considered a part hereof and shall in no way define, modify, or restrict the meaning or interpretation of the terms or provisions of this Agreement.

|                   |         |
|-------------------|---------|
| <i>DF</i>         | 1-17-06 |
| Customer Initials | Date    |





## Pricing Agreement

|                                      |       |          |                                     |       |          |  |  |  |
|--------------------------------------|-------|----------|-------------------------------------|-------|----------|--|--|--|
| Customer<br>MICHELS, PAUL & SONS INC |       |          | Service Provider<br>Cincinnati Bell |       |          | Agreement No.<br>21859                     |  |  |
| Address<br>P O BOX 17390             |       |          | Address<br>201 East Fourth Street   |       |          | Order No.                                  |  |  |
|                                      |       |          | PO Box 2301                         |       |          | Service Provider Contact<br>Lattier Hudson |  |  |
| City                                 | State | Zip Code | City                                | State | Zip Code | Telephone No.                              |  |  |
| COVINGTON                            | KY    | 41017    | Cincinnati                          | OH    | 45201    | 5133971276                                 |  |  |

| Qty                                    | Units | Description                                      | Term      | Clauses | Per Unit Monthly | Monthly | Per Unit One-time | One-time |
|--|-------|--|-----------|---------|------------------|---------|-------------------|----------|
| Service Address: 1547 YOUELL Hebron KY |       |  |           |         |                  |         |                   |          |
| 1                                      | Each  | ZoomTown (DDSL) 1 Static IP w/Fuse 3Mbps/768Kbps | 24 Months | 9       | 100.00           | 100.00  | 99.00             | 99.00    |
| 1                                      | Each  | PRI Facility                                     | 24 Months | 41      | 501.85           | 501.85  | 0.00              | 0.00     |
| 12                                     | Each  | Two Way/DID Channels                             | 24 Months |         | 12.00            | 144.00  | 0.00              | 0.00     |
| 1                                      | Each  | DID 20# Blocks                                   | 24 Months |         | 4.15             | 4.15    | 0.00              | 0.00     |
| 1                                      | Each  | Caller ID  | 24 Months |         | 0.00             | 0.00    | 0.00              | 0.00     |
| <b>Total</b>                           |       |  |           |         |                  | 750.00  |                   | 99.00    |

Confidential Statement

DATE OF PRINT: December 13, 2005

Contract #: 21859

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## Pricing Agreement

In addition to Agreement charges, customers will incur all regulated charges mandated by the Regulatory Commissions with jurisdiction over CBT.

All prices and rates are exclusive of any surcharges and taxes.

The Agreement shall become effective on the latter of the provisioning or activation date ("Effective Date").

Installation/One-time charge does not cover premise technician work outside of the hours 8 a.m. to 5 p.m.

The term "Cincinnati Bell" shall be deemed to include the parent company and its' affiliates and subsidiaries.

Facsimile signatures to this Agreement and any additional documents incorporated herein shall be deemed to be binding upon the parties.

| CUSTOMER'S SIGNATURE ACKNOWLEDGES THAT CUSTOMER HAS READ AND UNDERSTANDS THE TERMS AND CONDITIONS ATTACHED TO THIS AGREEMENT AND THESE TERMS AND CONDITIONS APPLY TO THIS ORDER AND ANY SUBSEQUENT ORDERS ACCEPTED BY CINCINNATI BELL. CUSTOMER'S SIGNATURE ACKNOWLEDGES AUTHORIZATION FOR CINCINNATI BELL TO REQUEST CREDIT INFORMATION FROM ANY CREDIT REPORTING AGENCY OR SOURCE. |                               |  |                         |
|--|-------------------------------|--|-------------------------|
| Name of Authorized Representative (Print)<br><i>Joe Mickels</i>  | Title<br><i>V.P.</i>          | Signature of Authorized Representative<br><i>[Signature]</i> | Date<br><i>12/14/05</i> |
| Name of Authorized Representative (Print)<br><i>Michelle Hall</i>  | Title<br><i>Sales Manager</i> | Signature of Authorized Representative<br><i>[Signature]</i> | Date<br><i>12/15/05</i> |





**MASTER SERVICES AGREEMENT**

This Master Services Agreement (the "Agreement") is entered into by and between Cincinnati Bell Telephone Company LLC, on behalf of its affiliates and subsidiaries, having its principal place of business at 221 East Fourth Street, Cincinnati, Ohio 45202 (collectively "Cincinnati Bell"), and Newport Aquarium, a(n) LLC corporation, having its principal place of business at 1 Aquarium Way, Newport, KY 41071 ("Customer").

**WITNESSETH**

WHEREAS, Cincinnati Bell and Customer desire to continue a long term business relationship covering the provision of a wide variety of telecommunications services by Cincinnati Bell to Customer for its locations on a contractual basis;

WHEREAS, the specific parameters and conditions of the provisions of those services and related goods will be set forth in separate documents attached hereto or executed from time to time (the "Schedules" or singularly, the "Schedule"); and

WHEREAS, Cincinnati Bell and Customer wish to set forth in this Agreement certain terms and provisions that will govern the Cincinnati Bell and Customer relationship and the Schedules;

NOW, THEREFORE, in consideration of the foregoing premises and the mutual promises and covenants contained herein, the Parties agree as follows:

**1. DEFINITIONS.**

The following definitions shall apply to this Agreement and, unless otherwise provided therein, shall also apply to the Schedules. The definitions shall apply equally to both the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words "include," "includes" and "including" shall be deemed to be followed by the phrase "without limitation". The words "shall" and "will" are used interchangeably throughout this Agreement and the use of either connotes a mandatory requirement. The use of one or the other shall not mean a different degree or right or obligation for either Party. The use of the term "Agreement" shall be deemed to refer to the entire agreement between the Parties consisting of this Agreement and includes each Schedule.

1.1 Applicable Laws - means all applicable federal, state, and local statutes, laws, rules, regulations, codes, final and nonappealable orders, decisions, injunctions, judgments, awards and decrees that relate to a Party's obligations under this Agreement.

1.2 Information - means any writing, drawing, sketch, model, sample, data, computer program, software, verbal communication, e-mail, recording or documentation of any kind.

1.3 Party - means (i) Cincinnati Bell or (ii) Customer; and "Parties" means (i) and (ii).

1.4 Proprietary Information - means any Information communicated, whether before, on or after the Effective Date, by a Party ("Disclosing Party") to the other Party ("Receiving Party"), pursuant to this Agreement and if written, is marked "Confidential" or "Proprietary" or by similar notice or if oral or visual, is identified as "Confidential" or "Proprietary" at the time of disclosure; or if by electronic transmission (including, but not limited to, facsimile or electronic mail) in either human readable or machine readable form, and is clearly identified at the time of disclosure as being "Proprietary" or "Confidential" by an appropriate and conspicuous electronic marking within the electronic transmission, which marking is displayed in human readable form along with any display of the "Proprietary" or "Confidential" information; or if by delivery of an electronic storage medium or memory device which is clearly identified at the time of disclosure as containing "Proprietary" or "Confidential" information by an appropriate and conspicuous marking on the storage medium or memory device itself and by an appropriate and conspicuous electronic marking of the stored "Proprietary" or "Confidential" information, which marking is displayed in human readable form along with any display of the "Proprietary" or "Confidential" information.



2. **SERVICES.**

The specific terms and conditions applicable to the particular services to be provided by Cincinnati Bell pursuant to this Agreement, including the description of the services to be provided and the obligations of each Party in connection therewith, applicable rates, fees, commissions and charges, termination rights, performance obligations and service parameters are or shall be set forth in the Schedules. Any future Schedules entered into between the parties shall reference and be governed by the terms of this Agreement. In the event of a conflict between the terms of this Agreement and a Schedule, the terms of the Schedule shall prevail.

3. **EQUIPMENT WARRANTY, USE AND MAINTENANCE.**

Cincinnati Bell will maintain the equipment used to provide service under the applicable Schedules, in good working order during the term specified in the applicable Schedule, subject to the exclusions set forth under Section four (4) entitled Warranty Exclusions. Customer will permit Cincinnati Bell access to equipment on Customer's premises used to provide service hereunder and Cincinnati Bell will comply with the Customer's security and safety regulations at Customer's site. Repair parts or replacement parts may be new, remanufactured or refurbished at the discretion of Cincinnati Bell. Customer will not make any modifications to the equipment used to provide service hereunder without the written permission of Cincinnati Bell and will pay the cost of any repairs necessitated by unauthorized work.

4. **WARRANTY EXCLUSIONS.**

4.1 The warranties provided under Section three (3) do not cover services required to repair damages, malfunctions or failures caused by: (a) Customer's failure to follow Cincinnati Bell's written operation or maintenance instructions provided to Customer; (b) Customer's unauthorized repair, modifications or relocation of equipment used to provide services hereunder, or attachment to such equipment of non-Cincinnati Bell equipment; and (c) abuse, misuse or negligent acts. Cincinnati Bell may perform services in such instances on a time and materials or contract basis.

4.2 Cincinnati Bell will not be liable to Customer or third parties for any claims, loss or expense of any kind or nature caused directly or indirectly by: (i) interruption or loss of use or loss of business; or (ii) any consequential, indirect, special or incidental damages suffered by Customer or third parties whatsoever.

4.3 EXCEPT AS SPECIFIED HEREIN AND ANY SCHEDULES, CINCINNATI BELL, ITS SUBCONTRACTORS AND SUPPLIERS (EXCEPT AS EXPRESSED IN WRITING BY THEM) MAKE NO WARRANTIES, EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIM ANY WARRANTY OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

5. **TITLE OR RISK OF LOSS OF EQUIPMENT.**

5.1 For equipment sold and installed to Customer by Cincinnati Bell, title shall pass to Customer on the In-Service Date. Risk of loss shall pass at the time of delivery.

5.2 For all other equipment used in the provision of services under any of the Schedules, title shall remain solely with Cincinnati Bell, whether or not attached to or embedded in realty, unless otherwise agreed to in writing by the parties. Cincinnati Bell will bear the risk of loss or damage to the equipment used in the provision of service, except that Customer will be liable to Cincinnati Bell for the cost of repair or replacement of equipment lost or damaged as a result of Customer's negligence, intentional acts, unauthorized installation or maintenance or other causes within the control of customer, its employees, agents or subcontractors.

6. **TERM.**

This Agreement shall commence on the later date of execution by the parties below, and shall continue until all Schedule(s) have expired or been terminated. The term of each Schedule shall be as set forth therein.



**7. GOVERNING LAW.**

This Agreement shall be deemed to be a contract made under the laws of the State of Ohio, and the internal laws of such state shall govern the construction, interpretation and performance of this Agreement, without reference to conflicts of law provisions. Any legal action between the parties arising under this Agreement must be filed within two (2) years after the cause of the action arises.

**8. CONFIDENTIAL INFORMATION.**

During the term of this Agreement and for two years thereafter, neither party shall disclose any terms or pricing contained in this Agreement or any confidential information disclosed by the other party. Confidential information shall remain the property of the disclosing party and shall be labeled as either "Confidential" or "Proprietary".

**9. RESOLUTION OF DISPUTES.**

**9.1** The parties will attempt in good faith to resolve any controversy or claim arising out of or relating to this Agreement promptly through discussions between themselves at the operational level. In the event a resolution cannot be reached at the operational level, the disputing party shall give the other party written notice of the dispute and such controversy or claim shall be negotiated between appointed counsel or senior executives of the parties who have authority to settle the controversy. If the parties fail to resolve such controversy or claim within thirty (30) days of the disputing party's notice, either party may seek arbitration as set forth below.

**9.2** Any controversy or claim arising out of or relating to this Agreement, or a breach of this Agreement, shall be finally settled by arbitration in Cincinnati, Ohio and shall be resolved under the laws of the State of Ohio without regard to choice of law provisions. The arbitration shall be conducted before a single arbitrator in accordance with the commercial rules and practices of the American Arbitration Association then in effect.

**9.3** The arbitrator shall have the power to order specific performance if requested. Any award, order, or judgment pursuant to such arbitration shall be deemed final and binding and may be enforced in any court of competent jurisdiction. The parties agree that the arbitrator shall have no power or authority to make awards or issue orders of any kind except as expressly permitted by this Agreement, and in no event shall the arbitrator have the authority to make any award that provides for punitive or exemplary damages. All such arbitration proceedings shall be conducted on a confidential basis. Each Party is responsible for its' own attorney's fees and other out-of-pocket costs incurred in connection with such arbitration.

**10. TERMS OF PAYMENT.**

Invoices for Services are due and payable in U.S. dollars within thirty (30) days of invoice date (Invoice Due Date"). Payments not received within thirty (30) days of invoice date are considered past due. In addition to Cincinnati Bell undertaking any of the actions set forth in this Agreement, if any invoice is not paid when due, Cincinnati Bell may: (i) apply a late charge equal to 2% (or the maximum legal rate, if less) of the unpaid balance per month and/or (ii) take any action in connection with any other right or remedy Cincinnati Bell may have under this Agreement in law or in equity. Customer shall be in default if Customer fails to make payment as required and such failure remains uncured for five (5) calendar days after the Invoice Due Date. If Customer in good faith disputes any portion of any Cincinnati Bell invoice, Customer shall submit to Cincinnati Bell by the Invoice Due Date, full payment of the undisputed portion of any Cincinnati Bell invoice and written documentation identifying and substantiating the disputed amount. If Customer does not report a dispute within sixty (60) days following the date on the applicable invoice, Customer shall have waived its right to dispute that invoice. Cincinnati Bell and Customer agree to use their respective best efforts to resolve any dispute within thirty (30) days after Cincinnati Bell receives written notice of the dispute from Customer. Any disputed amounts resolved in favor of Customer shall be credited to Customer's account on the next invoice following resolution of the dispute. Any disputed amounts determined to be payable to Cincinnati Bell shall be due within (10) days of resolution of the dispute.



**11. TERMINATION.**

Notwithstanding the provisions regarding the Term and Termination Charges of each Schedule, and in addition to the parties' rights of termination specifically provided elsewhere in this Agreement, the following shall apply:

**11.1** In the event that one party breaches any material obligation provided hereunder, excluding payment obligations, or in such Schedule (other than Customer's payment obligations), the other party shall give the breaching party written notice of the breach and request that the breach be cured ("Cure Notice"). If the breaching party fails to cure the specified breach within thirty (30) days of receipt of the Cure Notice (or such other mutually agreed upon time), the other party shall have the right to terminate the Schedule, effective upon five (5) days prior written notice to the breaching party ("Termination Notice"). The right of Cincinnati Bell and the Customer to terminate in any such case shall be in addition to any other rights and remedies they may have hereunder or at law or in equity.

**11.2** A party may, at its option, terminate a Schedule effective immediately upon written notice upon the occurrence of an "Insolvency Event of Default" (as defined below) with respect to the other party. The occurrence of any one or more of the following events shall constitute an "Insolvency Event of Default": the other party admits in writing its inability to pay its debts generally or makes a general assignment for the benefit of creditors; any affirmative act of insolvency by the other party or the filing by or against the other party (which is not dismissed within ninety (90) days of any petition or action) under any bankruptcy, reorganization, insolvency arrangement, liquidation, dissolution or moratorium law, or any other law or laws for the relief of, or relating to, debtors; or the subjection of a material part of the other party's property to any levy, seizure, assignment or sale for or by any creditor, third party or governmental agency.

**11.3** Customer shall have the right to terminate any Schedule for convenience at any time upon thirty (30) days prior written notice to Cincinnati Bell. The termination charge will apply and be considered, except as noted in Section 4 of the Schedules, to be liquidated damages and will be Cincinnati Bell's sole remedy against Customer for early termination, except for outstanding charges. The termination liability language contained within the applicable Schedule is not intended to indicate that the Commissions have approved or sanctioned the specific termination charges contained herein. Signatories to the Agreement shall be free to pursue whatever legal remedies they may have should a dispute arise.

**11.4** One or more Schedules may be terminated by the Parties without causing a termination of this Agreement or other Schedules.

**12. INDEMNIFICATION.**

Each Party shall indemnify, defend and hold harmless the other Party and its parent company, affiliates, employees, directors, officers, and agents from and against all claims, demands, actions, causes of actions, damages, liabilities, losses, and expenses (including reasonable attorney's fees) incurred as a result of claims for damage to property and/or personal injuries (including death) arising directly out of the performance of obligations under this Agreement. A Party shall notify the other Party and describe the claim or action within fourteen (14) days of becoming aware of the claim or action itself. Either Party may undertake the defense of any such claim or action and permit the other Party to participate therein. The settlement of any such claim or action by either Party without the other Party's prior written consent, shall release the other Party from its obligations hereunder with respect to such claim or action so settled.



13. **LIMITATIONS OF LIABILITY.**

Cincinnati Bell's liability arising out of: (i) the provision of Services; (ii) delays in the restoration of Services; or (iii) arising out of mistakes, accidents, omissions, interruptions, errors or defects in transmission, or delays caused by judicial or regulatory authorities, shall be subject to the limitations set forth below and in the applicable Tariff. IN NO EVENT SHALL CINCINNATI BELL BE LIABLE TO CUSTOMER, CUSTOMER'S OWN CUSTOMERS, OR ANY OTHER THIRD PARTY WITH RESPECT TO THE SUBJECT MATTER OF THIS AGREEMENT UNDER ANY CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR OTHER THEORY FOR ANY TYPE OF INDIRECT, CONSEQUENTIAL, INCIDENTAL, RELIANCE, ACTUAL, SPECIAL, OR PUNITIVE DAMAGES, OR FOR ANY LOST PROFITS, LOST REVENUES, OR LOST SAVINGS OF ANY KIND, ARISING OUT OF OR RELATING TO THIS AGREEMENT WHETHER OR NOT CINCINNATI BELL OR CUSTOMER WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND WHETHER OR NOT SUCH DAMAGES WERE FORESEEABLE. FOR PURPOSES OF THIS SECTION, "CINCINNATI BELL" IS DEEMED TO INCLUDE CINCINNATI BELL TELEPHONE COMPANY LLC, CINCINNATI BELL WIRELESS LLC, CINCINNATI BELL ANY DISTANCE INC. AND THEIR RESPECTIVE SUBSIDIARIES AND AFFILIATES, AND THE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES, SUBCONTRACTORS AND SUPPLIERS OF EACH OF THEM.

The Parties hereto agree that the termination liabilities and the limitations on liability contained in this Agreement are fair and reasonable adjustments to the uncertain and difficult to ascertain damages which might arise under this Agreement and are intended to be reasonable allocations by the Parties of the business risks inherent in this Agreement.

14. **RESPONSIBILITIES OF EACH PARTY.**

Each Party has and hereby retains the right to exercise full control of and supervision over its own performance of its obligations under this Agreement and retains full control over the employment, direction, compensation and discharge of their respective employees assisting in the performance of such obligations. Each Party will be solely responsible for all matters relating to payment of such employees, including compliance with social security taxes, withholding taxes and all other regulations governing such matters. Except for the limitations on liability as otherwise provided in this Agreement, each Party will be responsible for its own acts and those of its employees, agents, and contractors during the performance of that Party's obligations hereunder.

15. **SECURITY AND ACCESS.**

Employees and agents of Cincinnati Bell and its subsidiaries, while on the premises of Customer, will comply with all reasonable rules, regulations and security requirements of Customer.

16. **WORK ON CUSTOMER'S PREMISES.**

Cincinnati Bell shall comply with all applicable laws and will indemnify and hold Customer harmless from and against any claims, demands, suits, losses, damages, costs and expenses arising out of Cincinnati Bell's noncompliance with any such laws. If Cincinnati Bell's work under any Schedule involves operations by Cincinnati Bell on the premises of Customer, Cincinnati Bell shall take all necessary precautions to prevent the occurrence of any injury to person or property during the progress of such work. Except to the extent such injury is the result of Customer's negligence or willful misconduct, Cincinnati Bell shall defend, indemnify and hold harmless Customer against any claims, demands, suits, losses, damages, costs and expenses which are proximately caused by Cincinnati Bell's employees or agents against Customer, or which are due from any negligent act or omission of Cincinnati Bell, including its employees, agents and subcontractors.

17. **CUSTOMER OBLIGATIONS.**

*Prior to requesting repair service from Cincinnati Bell, Customer will use its best efforts, including but not limited to performing reasonable diagnostic tests, to verify whether any trouble with the Service is a result of the Customer's equipment or facilities. Customer shall be responsible for any such trouble resulting from the Customer's equipment or facilities. Customer will cooperate with any joint testing of the Service reasonably requested by Cincinnati Bell.*



18. **SYSTEM MAINTENANCE.**

In the event Cincinnati Bell determines that it is necessary to interrupt Services or that there is a potential for Services to be interrupted for the performance of system maintenance, Cincinnati Bell will use good faith efforts to notify Customer prior to the performance of such maintenance and will schedule such maintenance during non-peak hours (midnight to 6:00 am. local time). In no event shall interruption for system maintenance constitute a failure of performance by Cincinnati Bell.

19. **SUBCONTRACTING.**

Cincinnati Bell may subcontract work to be performed under this Agreement, but shall retain responsibility for the work and will ensure that any subcontractor agrees to keep Customer's information confidential.

20. **CHANGES IN LAWS.**

This Agreement is predicated upon current state and federal laws and regulations. If new laws or regulations or new applications of current law and regulations affect this Agreement, either Party may request on thirty (30) days' written notice that one or more provisions be renegotiated consistent with the changed circumstances.

21. **FORCE MAJEURE.**

No party shall be held liable for any delay or failure in performance of any part of this Agreement, including any Schedule, caused by a force majeure condition, including fires, embargoes, explosions, power blackouts, earthquakes, volcanic action, floods, wars, water, the elements, labor disputes (such as a work stoppage), civil disturbances, government requirements, civil or military authorities, acts of God or a public enemy, inability to secure raw materials, inability to secure product of manufacturers or outside vendors, inability to obtain transportation facilities, acts or omissions of transportation common carriers, or other causes beyond its reasonable control whether or not similar to the foregoing conditions. If any force majeure condition occurs, the Party whose performance fails or is delayed because of such force majeure condition ("Delayed Party") shall promptly give written notice thereof to the other Party. The Delayed Party shall use all best efforts to avoid or mitigate performance delays despite a force majeure condition, and shall restore performance as soon as the force majeure condition is removed.

22. **GOOD FAITH PERFORMANCE.**

Each Party shall act in good faith in its performance under this Agreement and, in each case in which a Party's consent or agreement is required or requested hereunder, such Party shall not unreasonably withhold or delay such consent or agreement, as the case may be.

23. **NO LICENSE.**

Except as expressly provided in this Agreement or a Schedule, no license under patents, copyrights, trademarks, service marks, trade names or other indicia of origins, or any other intellectual property right (other than the limited license to use consistent with the terms, conditions and restrictions of this Agreement) is granted by either Party or shall be implied or arise by estoppel with respect to any transactions contemplated under this Agreement.

24. **AMENDMENTS; WAIVERS.**

Except as otherwise provided in this Agreement, no amendment or waiver of any provision of this Agreement, and no consent to any default under this Agreement, shall be effective unless the same shall be in writing and signed by an authorized official of the Party against whom such amendment, waiver or consent is claimed. In addition, no course of dealing or failure of any Party to strictly enforce any term, right or condition of this Agreement shall be construed as a waiver of such term, right or condition.



25. **NOTICES.**

All notices, demands, requests, elections, or other communications provided under this Agreement or which may be given by one Party to the other Party under this Agreement and to the extent a notice relates to an alleged breach, termination, or other claim under a Schedule, such notice shall be made in writing (unless specifically provided otherwise herein) and unless otherwise specifically required by this Agreement to be delivered to another representative or point of contact, shall be (a) delivered personally, (b) delivered by express delivery service, (c) mailed, first class, certified mail postage prepaid, return receipt requested or (d) delivered by telecopy; provided that a confirmation copy is sent by the method described in (a), (b) or (c) of this Section, to the following addresses of the Parties:

To Cincinnati Bell:

Cincinnati Bell Telephone Company LLC  
Attn: Legal Counsel  
M/S 103-1290  
221 East Fourth Street  
Cincinnati, OH 45202

To Customer:

Newport Aquarium  
Attn: Eric Rose   
1 Aquarium Way  
Newport, KY 41071

and

Cincinnati Bell Telephone Company LLC  
Attn: Acct Rep (Newport Aquarium)  
M/S 347-300  
221 East Fourth Street  
Cincinnati, OH 45202

and

Newport Aquarium  
Advanced Technologies (Federal Collection)  
Attn: Eric Rose   
1 Aquarium Way  
Newport, KY 41071

Changes in notice designation shall be made in writing and shall be deemed effective upon receipt. Notices will be deemed given as of the earlier of (i) the date of actual receipt, (ii) the next business day when notice is sent via express mail or personal delivery, (iii) four (4) business days after mailing in the case of first class, certified U.S. mail or (iv) on the date set forth on the confirmation in the case of telecopy.

26. **NO RIGHTS TO THIRD PARTIES.**

This Agreement shall not be deemed to provide third parties with any remedy, claim, right of action or other right.

27. **SEVERABILITY.**

If any term, condition, or provision of this Agreement shall be invalid or unenforceable for any reason, such invalidity or unenforceability shall not invalidate or render unenforceable the remainder of this Agreement; and, unless such construction would be unreasonable, this Agreement shall be construed as if not containing the invalid or unenforceable provision or provisions and the rights and obligations of each Party shall be construed and enforced accordingly. If necessary to affect the intent of the Parties, the Parties shall negotiate in good faith to amend this Agreement to replace the unenforceable language with enforceable language that reflects such intent as closely as possible.

28. **ASSIGNMENT.**

Customer will not resell or permit any third party to use any of the services provided by Cincinnati Bell hereunder. Neither Customer nor Cincinnati Bell may assign this Agreement without the prior written consent of the other party, which shall not be unreasonably withheld or delayed. Neither party shall be required to obtain consent in the case of a sale of all or substantially all the assets of itself or an assignment to an entity directly or indirectly owning or controlling, owned or controlled by, or under common control with the assigning party. Notwithstanding the foregoing, each party shall retain the right to terminate this Agreement without further obligation or liability to the other party, its successors or assigns, if, in its sole and exclusive judgment any assignment or purported assignment by the one party is to be made to a competitor of the other party.



**29. ENTIRE AGREEMENT: CONTINUING OBLIGATIONS.**

**29.1** This Agreement constitutes the entire agreement between the Parties concerning the subject matter hereof. All prior agreements, representations, statements, negotiations, understandings, proposals, and undertakings, oral or written, with respect to the subject matter thereof are superseded and replaced by the provisions of this Agreement.

**29.2** Irrespective of any provision contained in this Agreement or in a Schedule to the contrary, the following provisions of this Agreement shall take precedence over, supersede and control any conflicting provision (or the absence of a provision) in each of the Schedules heretofore or hereinafter executed by the parties: Articles 8 through 10 and Articles 12 through 32.

**29.3** Any liability or obligation of any Party to the other Party for acts or omissions prior to the cancellation or termination of this Agreement, any obligation of any Party to make payments, any obligation of any Party under the provisions of Article 8 hereof regarding Confidential Information, Article 9 hereof regarding resolution of disputes, Articles 12 and 19 hereof regarding indemnification, and Article 13 regarding limitations on liability, and any provisions that, by their terms, are contemplated to survive (or be performed after) termination of this Agreement, shall, in each case, survive cancellation or termination of this Agreement.

**29.4** The rights and obligations under this Agreement shall survive any merger or sale of either party and shall be binding upon the successors and permitted assigns of each party.

**29.5** Under federal law, Customer has a right, and Cincinnati Bell has a duty, to protect the confidentiality of information regarding the telecommunications services Customer buys from Cincinnati Bell, including the amount, type, and destination of Customer's service usage; the way Cincinnati Bell provides services to Customer; and Customer's calling and billing records. Together, this confidential information is described as Customer Propriety Network Information (CPNI). Customer hereby consents to Cincinnati Bell sharing its CPNI with Cincinnati Bell affiliates, subsidiaries and any other current or future direct or indirect subsidiaries of the Cincinnati Bell parent company as well as Cincinnati Bell agents and authorized sales representatives, to develop or bring new products or services to Customer's attention. This consent survives the termination of Customer's service and is valid until Customer affirmatively revokes or limits such consent.

**30. REGULATORY APPROVAL: TARIFFS.**

This Agreement is subject to applicable regulatory requirements. In the event of any conflict between the terms of this Agreement (including any Schedule(s)) and applicable regulatory requirements, such regulatory requirements will take precedence and be controlling, except with respect to the rates and any termination charges agreed to in any Schedule. The obligations of Cincinnati Bell and Customer under this Agreement may be contingent upon approval of this Agreement by applicable regulatory agencies, including the Public Utilities Commission of Ohio and Public Services Commission of Kentucky. The regulations and rates specified herein are in addition to applicable regulations and rates set forth in Cincinnati Bell's tariffs on file with regulatory agencies.

**31. EXECUTED IN COUNTERPARTS.**

This Agreement may be executed in any number of counterparts, each of whom shall be an original, but such counterparts shall together constitute but one and the same instrument.

**32. HEADINGS**

The titles and headings of Articles and Sections of this Agreement have been inserted for convenience of reference only and are not to be considered a part hereof and shall in no way define, modify, or restrict the meaning or interpretation of the terms or provisions of this Agreement.

*[Signature Page To Follow]*

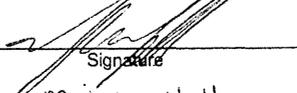


IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date last written below.

**NEWPORT AQUARIUM**

By:   
Signature  
Printed Name: Eric Ross  
Title: Executive Director  
Date: 1/24/06

**CINCINNATI BELL TELEPHONE COMPANY LLC**

By:   
Signature  
Printed Name: Michelle Hall  
Title: Sales Manager  
Date: 1/26/06



**SCHEDULE 1  
FLAT BUSINESS LINE SERVICE**

**1. TERM**

Unless otherwise renewed or terminated in accordance with the provisions herein, the Term of this Schedule shall become effective based on the latter of the provisioning or activation date ("Effective Date") and shall continue for **thirty-six (36) months ("Term")**. After expiration of the initial term, this Schedule shall automatically renew at the current contract rate for twelve (12) month periods unless either party terminates this Schedule by providing thirty (30) days advance written and/or verbal notice of termination to the other party prior to the expiration of the then-current term. Notwithstanding the foregoing, Cincinnati Bell Telephone Company LLC ("CBT"), the service provider, reserves the right to adjust rates at any time after the expiration of the initial term upon sixty (60) days prior written notice to Customer, during which time Customer shall have the right to terminate the Schedule, without incurring termination charges, if Customer does not agree to stated rate adjustment. In the event Customer does not provide written and/or verbal notice of termination during the sixty (60) days period, Customer shall be deemed to accept the rate adjustment.

**2. DEFINITIONS**

Flat Business Line (1FB) – One flat rate analog business line. A phone line for which Customer pays a single monthly charge for and on which the Customer may make as many local phone calls as the Customer wishes during a month.

**3. SERVICES AND RATES**

Subject to the terms and conditions of the Master Services Agreement (hereinafter "Agreement") and this Schedule, CBT shall provide Customer with Flat Business Line ("1FB") Service and Customer shall pay CBT for such as follows:

| <b>Service Description</b> | <b>USOC</b> | <b>Monthly Unit Price</b> |
|----------------------------|-------------|---------------------------|
| Flat Business Line         | 1FB         | \$39.99                   |

All prices and rates herein are exclusive of any surcharges, taxes, additional charges, optional features and any one-time nonrecurring charges unless otherwise noted. Any other regulated services not listed herein which are provided by CBT to Customer, shall be governed by the rates, terms, and conditions of the appropriate tariff. CBT shall comply with all applicable laws, rules, regulations, ordinances, and codes (collectively, "Legal Requirements") in connection with the provision of the Service. As of Agreement execution date, Customer's 1FB information is as follows:

| <b>Bill To &amp; Service Address: 1 Aquarium Way, Newport, KY 41071</b> |              |            |                   |                      |
|---|--------------|------------|-------------------|----------------------|
| <b>Service Description</b>  | <b>BTN</b>   | <b>Qty</b> | <b>Unit Price</b> | <b>Monthly Total</b> |
| Flat Business Line  | 859-261-8585 | 10         | \$39.99           | \$399.90             |

**4. TERMINATION CHARGES**

In the event that 1FB Service under this Schedule is terminated by Customer for convenience or for reasons other than CBT's breach of this Schedule prior to the expiration of the Term, the Customer will pay a termination charge equal to all remaining amounts due or to become due, including but not limited to all monthly charges for which Customer would have been responsible if the Customer had not terminated prior to the expiration of the Term.

*[Signature Page To Follow]*



IN WITNESS WHEREOF, the Parties have caused their respective duly authorized representatives to execute this Flat Business Line Service Schedule as of the date(s) last written below.

NEWPORT AQUARIUM

CINCINNATI BELL TELEPHONE COMPANY LLC

By: [Signature]  
Signature  
Printed Name: Eric Rose  
Title: Executive Director  
Date: 1/24/06

By: [Signature]  
Signature  
Printed Name: Michelle Hall  
Title: Sales Manager  
Date: 1/26/06



**SCHEDULE 2**

**24 – LINE FULL ACCESS CONNECTIONS SERVICE AGREEMENT**

**1. TERM**

Unless otherwise renewed or terminated in accordance with the provisions herein, the Term of this Schedule shall become effective based on the latter of the provisioning or activation date ("Effective Date") and shall continue for **thirty-six (36) months ("Term")**. After expiration of the initial term, this Schedule shall automatically renew at the current contract rate for twelve (12) month periods unless either party terminates this Schedule by providing thirty (30) days advance written and/or verbal notice of termination to the other party prior to the expiration of the then-current term. Notwithstanding the foregoing, Cincinnati Bell Telephone Company LLC ("CBT"), the service provider, reserves the right to adjust rates at any time after the expiration of the initial term upon sixty (60) days prior written notice to Customer, during which time Customer shall have the right to terminate the Schedule, without incurring termination charges, if Customer does not agree to stated rate adjustment. In the event Customer does not provide written and/or verbal notice of termination during the sixty (60) days period, Customer shall be deemed to accept the rate adjustment.

**2. DEFINITIONS**

**2.1 Trunk Advantage** -- An enhanced alternative to the existing analog-only PBX trunking service. Trunk Advantage is digital PBX trunking service.

**2.2 FUSE Dedicated Internet Access** - Defined as the engineering, configuration, installation, maintenance and repair services provided by CBT to Customer necessary to interconnect Customer's network to the FUSE Dedicated Internet Access network for passage to the Internet for data transmission.

**2.3 Internet** - Defined as a Network of Global Computers as defined in 1996 running on Transmission Control Protocol (TCP), on top of Internet Protocol Version Four (IPv4).

**2.4 Demarcation Point** - Defined as the point of physical separation of CBT's network, and associated responsibilities, from Customer's network and associated responsibilities. The location of the Demarcation Point shall be the physical interface for FUSE Dedicated Internet Access service presented by CBT to Customer.

**3. SERVICES AND RATES**

Subject to the terms and conditions of the Master Services Agreement (hereinafter "Agreement") and this Schedule, CBT shall provide Customer with 24 – Line Full Access Connections Service and Customer shall pay CBT for such, as follows:

| Description   | USOC  | Unit Price |
|---|-------|------------|
| 24 – Line Full Access Connections (Dedicated T1)<br>(Includes: (1) TRUNK Advantage w/ (24) 2-way/DID Channels,<br>(4) DID 20 # Blocks; (1) FUSE Dedicated T1 @ 1.5Mbps & (24)<br>One Reaches. | WZEH6 | 1,050.00   |

All prices and rates herein are exclusive of Port, EUCL, 911, USF, surcharges, taxes and one-time charges unless otherwise noted. Any other regulated services not listed herein which are provided by CBT to Customer, shall be governed by the rates, terms, and conditions of the appropriate tariff. CBT shall comply with all applicable laws, rules, regulations, ordinances, and codes (collectively, "Legal Requirements") in connection with the provision of the 24 – Line Full Access Connections Service. As of Agreement execution date, Customer's 24 – Line Full Access Connections Service information is as follows:



| Bill To & Service Address: 1 Aquarium Way, Newport, KY 41071 |              |     |            |               |                       |
|--|--------------|-----|------------|---------------|-----------------------|
| Service Description  | BTN          | Qty | Unit Price | Monthly Total | One-Time Installation |
| 24 – Line Full Access Connections (Trunk Advantage)          | 859-261-8585 | 1   | \$1,050.00 | \$1,050.00    | Waived                |

**4. PROVISION OF FUSE DEDICATED INTERNET ACCESS**

4.1 CBT will provide FUSE Dedicated Internet Access service as specified above. Other "optional" features relating to FUSE Dedicated Internet Access are also available to Customer if requested and agreed upon by both parties.

4.2 Subject to Section 5, below, CBT's provision of FUSE Dedicated Internet Access will include the maintenance and repair required to maintain the FUSE Dedicated Internet Access service in proper working order on CBT's side of the Demarcation Point.

4.3 FUSE Dedicated Internet Access will be available twenty-four (24) hours per day, seven (7) days per week, except as required to update, enhance, maintain and/or repair FUSE Dedicated Internet Access. CBT reserves the right to perform these tasks, as needed, during the off-peak hours, normally on Sundays from 12:00 a.m. to 6:00 a.m. Downtime due to scheduled maintenance is not subject to the Repair and Response policies in Section 5. If maintenance affects Customer, CBT will use reasonable efforts to notify Customer in advance.

4.4 If a major outage to CBT's network occurs, including FUSE Dedicated Internet Access, CBT will use its best efforts to restore FUSE Dedicated Internet Access service as soon as reasonably possible, subject to any federal or state laws or regulations that may specify priority for restoration of telephone service, including without limitation, the National Security Emergency Preparedness Telecommunications Service Priority System.

4.5 CBT will furnish Customer with a telephone number that Customer will use to report any trouble with FUSE Dedicated Internet Access (1-800-FUSENET (387-3638), Option 4).

4.6 CBT will furnish Customer with Internet Protocol (IP) addresses within five (5) business days of receipt of executed Agreement.

4.7 Unless otherwise agreed in writing, CBT will provide FUSE Dedicated Internet Access service for TCP/IP based communication protocols for transmission across the Internet only.

4.8 The electrical signals of FUSE Dedicated Internet Access will operate in compliance with the following American National Standard Institute ("ANSI") or IEEE standards for Ethernet LANs operating at a Native Mode of 10/100 Mbps, IEEE Standard 802.3 (Carrier Sense Multiple Access with Collision Detection (CSMA/CD) Access Method and Physical Layer Specifications).

**5. FUSE DEDICATED INTERNET ACCESS REPAIR – RESPONSE TIME**

5.1 CBT guarantees the availability of Customer's network through the FUSE Dedicated Internet Access network and to the Internet 99.9% of the time. This availability will be determined by verification that Customer's network is "reachable" 99.9% of the times checked from the furthest point in CBT's FUSE Dedicated Internet Access network. For each 1% below the 99.9% stated availability, CBT will credit Customer \$100.00. This guarantee only applies to FUSE Dedicated Internet Access. The physical transport is not included.

5.2 CBT will use its best efforts to repair any inoperable FUSE Dedicated Internet Access port within 4 hours (residential-based dedicated Integrated Services Digital Network [ISDN] excluded) after Customer has notified BT that such port is inoperable or it has come to the attention of CBT that Customer's port is inoperable. If such port remains inoperable for more than 8 hours after Customer has notified CBT that such port is inoperable, CBT will credit Customer's account for an amount equal to one-thirtieth (1/30) of the applicable monthly charge for such port. The same credit will apply for each additional eight (8) hour period that the port remains inoperable.



5.3 The total amount of all credits for any one inoperable port will not exceed the monthly port charge for such inoperable port. The credit referred to herein shall be CBT's entire liability and Customer's exclusive remedy for any damages resulting from such inoperable port. The above-mentioned Repair and Response policies do not apply to any CBT facility outages (ISDN, T1, Frame Relay Network, LAN Advantage, Integrated Advantage).

**6. CUSTOMER'S OBLIGATIONS**

6.1 Customer acknowledges billing for FUSE Dedicated Internet Access service will commence when CBT's transport facility is provisioned.

6.2 Customer acknowledges billing for FUSE Dedicated Internet Access hereunder, will commence when CBT's transport facility is provisioned and facility channels are turned up for local service.

6.3 Customer will furnish, at its expense, such space, electrical power and environmental conditioning at Customer's premises as CBT may reasonably require in connection with performing its obligations hereunder. Customer will permit CBT reasonable access to Customer's premises, in accordance with Customer's normal security procedures, in connection with providing service hereunder.

6.4 Customer will provide, install and maintain, at its expense, all equipment and facilities necessary for LAN interconnection on the Customer's side of the Demarcation Point. Customer shall be responsible for insuring that the operating characteristics of such equipment and facilities are compatible with CBT's FUSE Dedicated Internet Access and conform to the Technical Reference Specifications furnished by CBT to Customer in connection with this Agreement.

6.5 Customer will cause its electrical signals at the Demarcation Point to conform to the applicable ANSI or IEEE standards set forth in Section 4.8, above. Customer shall furnish any additional equipment or facilities necessary to comply with such standards at their expense.

6.6 Without the prior written consent of CBT, Customer will not access, or attempt to access, any equipment or facilities furnished by CBT in connection with this Agreement. Customer agrees to use Internet access only for lawful purposes. Any content that CBT in its sole discretion considers being obscene, lewd, lascivious, filthy, excessively violent, harassing, harmful, offensive or otherwise objectionable shall entitle CBT to immediately terminate service without notice. Similarly, conduct by Customer that in CBT's sole discretion restricts or inhibits any other Internet Service Provider, subscriber, person or entity from using or enjoying Fuse or another service will not be permitted and shall entitle CBT to immediately terminate service without notice. Examples of such conduct include, but are not limited to, sending of Unsolicited Commercial Email (UCE), Unsolicited Bulk Email (UBE) or "SPAM", Commercial advertisements in USENET News groups not intended for that purpose, attempts to access remote computing systems without permission, port scanning and any attempts to subvert any network security measures of Fuse or any other network. Customer will indemnify and hold harmless CBT, its officers, directors, employees and agents, from and against any loss or expense, of whatever nature, arising out of any unauthorized access to any equipment or facilities furnished by CBT in connection with this Agreement.

6.7 Prior to requesting repair service from CBT, Customer will use its best efforts, including but not limited to performing reasonable diagnostic tests, to verify whether any trouble with the FUSE Dedicated Internet Access service is a result of the Customer's equipment or facilities. Customer shall be responsible for any such trouble resulting from the Customer's equipment or facilities. Customer will cooperate with any joint testing of FUSE Dedicated Internet Access reasonably requested by CBT.



**7. PROCEDURES REGARDING THIRD PARTY COMPLAINTS**

If CBT receives a complaint that any content provided by Customer through the use of FUSE, or provided by any party using Customer's account as permitted by this contract, infringes any copyright, trademark, service mark, or other intellectual property right of any third party; or constitutes fraud, false advertising, or misrepresentation; or constitutes libel, slander, or invasion of the right of privacy or publicity of any third party; or otherwise violates the terms of this contract; CBT reserves the right to take appropriate action including, without limitation, (i) taking down the offending material in compliance with the Digital Millennium Copyright Act, 17 U.S.C. § 512, (ii) removing or disabling Customer's access to the FUSE service, and/or (iii) terminating Customer's Subscription, with or without prior notice to Customer.

**8. TITLE TO EQUIPMENT AND FACILITIES**

All equipment and facilities used by CBT in providing FUSE Dedicated Internet Access hereunder will remain the sole property of CBT, whether or not attached to or embedded in realty, unless otherwise agreed to in writing by the parties with respect to specific equipment.

**9. TERMINATION CHARGES**

**9.1** In the event that 24-Line Full Access Connections Service (Trunk Advantage which includes the facility and channels as well as FUSE) under this Agreement is terminated by Customer for convenience or for reasons other than CBT's breach of this Agreement prior to the expiration of the Term, the Customer will pay a termination charge equal to all remaining amounts due or to become due, including but not limited to all monthly charges for which Customer would have been responsible if the Customer had not terminated prior to the expiration of the Term. All terminations in service will result in IP addresses assigned to customers by FUSE Dedicated Internet Access reverting back to FUSE Dedicated Internet Access.

**9.2** If nonrecurring charges associated with the installation of 24-Line Full Access Connections Service are waived and the 24-Line Full Access (Trunk Advantage) service is then terminated prior to the expiration of the Term, the customer will become liable for payment of the waived charges.

IN WITNESS WHEREOF, the Parties have caused their respective duly authorized representatives to execute this 24 - Line Full Access Connections Service Schedule as of the date(s) last written below.

**NEWPORT AQUARIUM**

**CINCINNATI BELL TELEPHONE COMPANY LLC**

By: [Signature]  
Signature

By: [Signature]  
Signature

Printed Name: Eric Rose

Printed Name: Michelle Hall

Title: Executive Director

Title: Sales Manager

Date: 1/24/06

Date: 1/26/06





**Pricing Agreement**

*Plan  
2-29-04*

|                              |       |          |                                     |       |          |   |  |  |
|------------------------------|-------|----------|-------------------------------------|-------|----------|---|--|--|
| Customer<br>Pepsi Americas   |       |          | Service Provider<br>Cincinnati Bell |       |          | Agreement No.<br>22080                          |  |  |
| Address<br>4315 Olympic Blvd |       |          | Address<br>201 East Fourth Street   |       |          | Order No.                                       |  |  |
|                              |       |          | PO Box 2301                         |       |          | Service Provider Contact<br>Cyndia Meierdiercks |  |  |
| City                         | State | Zip Code | City                                | State | Zip Code | Telephone No.                                   |  |  |
| Erlanger                     | KY    | 41018    | Cincinnati                          | OH    | 45201    | 5133971608                                      |  |  |

| A. Service Pricing                                    |       |                          |           |         |                  |         |                   |          |
|---|-------|--------------------------|-----------|---------|------------------|---------|-------------------|----------|
| Qty   | Units | Description              | Term      | Clauses | Per Unit Monthly | Monthly | Per Unit One-time | One-time |
| <b>Service Address:</b> 4315 Olympic Blvd Erlanger KY |       |                          |           |         |                  |         |                   |          |
| 1   | Each  | Trunk Advantage Facility | 36 Months | 42      | 470.00           | 470.00  | 0.00              | 0.00     |
| 8   | Each  | DID 20# Blocks           | 36 Months |         | 0.00             | 0.00    | 0.00              | 0.00     |
| 23  | Each  | Two Way/DID Channels     | 36 Months |         | 10.00            | 230.00  | 0.00              | 0.00     |
| <b>Total</b>  |       |                          |           |         |                  | 700.00  |                   | 0.00     |

Confidential Statement

DATE OF PRINT: January 10, 2006

Contract #: 22080

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## Pricing Agreement

In addition to Agreement charges, customers will incur all regulated charges mandated by the Regulatory Commissions with jurisdiction over CBT.

All prices and rates are exclusive of any surcharges and taxes.

The Agreement shall become effective on the latter of the provisioning or activation date ("Effective Date").

Installation/One-time charge does not cover premise technician work outside of the hours 8 a.m. to 5 p.m.

The term "Cincinnati Bell" shall be deemed to include the parent company and its' affiliates and subsidiaries.

Facsimile signatures to this Agreement and any additional documents incorporated herein shall be deemed to be binding upon the parties.

| CUSTOMER'S SIGNATURE ACKNOWLEDGES THAT CUSTOMER HAS READ AND UNDERSTANDS THE TERMS AND CONDITIONS ATTACHED TO THIS AGREEMENT AND THESE TERMS AND CONDITIONS APPLY TO THIS ORDER AND ANY SUBSEQUENT ORDERS ACCEPTED BY CINCINNATI BELL. CUSTOMER'S SIGNATURE ACKNOWLEDGES AUTHORIZATION FOR CINCINNATI BELL TO REQUEST CREDIT INFORMATION FROM ANY CREDIT REPORTING AGENCY OR SOURCE. |       |  |         |
|--|-------|--|---------|
| CUSTOMER   |       |  |         |
| Name of Authorized Representative (Print)  | Title | Signature of Authorized Representative | Date    |
| Robert Goodman   | VPGM  |  | 1/24/06 |
| CINCINNATI BELL  |       |  |         |
| Name of Authorized Representative (Print)  | Title | Signature of Authorized Representative | Date    |
| DAN DOERFLEIN  | SVP   |  | 1-30-06 |

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Contract #: 22080

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## Pricing Agreement

|                                |       |          |                                     |       |          |   |  |  |
|--------------------------------|-------|----------|-------------------------------------|-------|----------|---|--|--|
| Customer<br>Road ID            |       |          | Service Provider<br>Cincinnati Bell |       |          | Agreement No.<br>22474                    |  |  |
| Address<br>221 Grandview Drive |       |          | Address<br>201 East Fourth Street   |       |          | Order No.                                 |  |  |
|                                |       |          | PO Box 2301                         |       |          | Service Provider Contact<br>Allison Baugh |  |  |
| City                           | State | Zip Code | City                                | State | Zip Code | Telephone No.                             |  |  |
| Ft. Mitchell                   | KY    | 41017    | Cincinnati                          | OH    | 45201    | 5133975874                                |  |  |

| A. Service Pricing  |       |                                |           |         |                  |         |                   |          |  |
|---|-------|--------------------------------|-----------|---------|------------------|---------|-------------------|----------|--|
| Qty   | Units | Description                    | Term      | Clauses | Per Unit Monthly | Monthly | Per Unit One-time | One-time |  |
| <b>Service Address:</b> 221 Grandview Dr. Ft. Mitchell KY |       |                                |           |         |                  |         |                   |          |  |
| 1   | Each  | Flat Line Business Rate Band 1 | 24 Months | 4       | 35.00            | 35.00   | 0.00              | 0.00     |  |
| <b>Total</b>  |       |                                |           |         |                  | 35.00   |                   | 0.00     |  |

In addition to Agreement charges, customers will incur all regulated charges mandated by the Regulatory Commissions with jurisdiction over CBT.

All prices and rates are exclusive of any surcharges and taxes.

The Agreement shall become effective on the latter of the provisioning or activation date ("Effective Date").

Installation/One-time charge does not cover premise technician work outside of the hours 8 a.m. to 5 p.m.

The term "Cincinnati Bell" shall be deemed to include the parent company and its' affiliates and subsidiaries.

Facsimile signatures to this Agreement and any additional documents incorporated herein shall be deemed to be binding upon the parties.

|   |               |  |         |
|---|---------------|--|---------|
| <b>CUSTOMER'S SIGNATURE ACKNOWLEDGES THAT CUSTOMER HAS READ AND UNDERSTANDS THE TERMS AND CONDITIONS ATTACHED TO THIS AGREEMENT AND THESE TERMS AND CONDITIONS APPLY TO THIS ORDER AND ANY SUBSEQUENT ORDERS ACCEPTED BY CINCINNATI BELL. CUSTOMER'S SIGNATURE ACKNOWLEDGES AUTHORIZATION FOR CINCINNATI BELL TO REQUEST CREDIT INFORMATION FROM ANY CREDIT REPORTING AGENCY OR SOURCE.</b> |               |  |         |
| CUSTOMER  |               |  |         |
| Name of Authorized Representative (Print)   | Title         | Signature of Authorized Representative | Date    |
| Edward Wimmer IV  | VP            |  | 1/27/06 |
| CINCINNATI BELL   |               |  |         |
| Name of Authorized Representative (Print)   | Title         | Signature of Authorized Representative | Date    |
| Terri Hemmer  | Sales Manager |  | 1/30/06 |

Confidential Statement

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Supplement

|   |                           |
|---|---------------------------|
| Customer (Legal Name of Company)<br>Road ID | Agreement Number<br>22474 |
| Cincinnati Bell Contact<br>Allison Baugh    | Date<br>January 27, 2006  |

This is a Supplement to the Original Agreement referred to above (the "Agreement") between Cincinnati Bell and/or its subsidiaries ("Cincinnati Bell") and the Customer above.

In the event of any inconsistencies between the Agreement and this Supplement, the terms and conditions of this Supplement shall prevail.

The parties hereby covenant and agree as follows:

Unless otherwise defined in this Supplement, capitalized terms shall have the meaning ascribed thereto in the Agreement;

4. TERMS AND CONDITIONS

A. TERM.

After expiration of the initial term as stated on the Pricing Agreement sheet, this Agreement shall automatically renew at the current contract rate for twelve (12) month periods unless either party terminates this Agreement by providing thirty (30) days advance written and/or verbal notice of termination to the other party prior to the expiration of the then-current term. Notwithstanding the foregoing, Cincinnati Bell Telephone Company LLC ("CBT"), an affiliate of Cincinnati Bell, reserves the right to adjust rates at any time after the expiration of the initial term upon sixty (60) days prior written notice to Customer, during which time Customer shall have the right to terminate the Agreement, without incurring termination charges, if Customer does not agree to stated rate adjustment. In the event Customer does not provide written and/or verbal notice of termination during the sixty (60) day period, Customer shall be deemed to accept the rate adjustment.

B. DEFINITIONS

Flat Business Line (1FB) - Flat rate analog business line. A phone line for which Customer pays a single monthly charge for and on which the Customer may make as many local phone calls as the Customer wishes during a month.

C. SERVICES AND RATES

- .1 Flat Business Line service will be provided as specified on the attached Pricing Agreement.
- .2 If Customer cancels, in whole or in part, any requested addition, rearrangement, relocation or other modification to Flat Business Line prior to completion thereof, Customer will reimburse CBT for the actual expenses incurred by CBT in connection with such modification prior to CBT's receipt of notice of cancellation; provided, however, the amount of such reimbursement will not exceed the service, construction, installation, termination and other charges for which Customer would have otherwise been responsible.
- .3 Customer will be responsible for all taxes, assessments or other charges (excluding taxes based on CBT's net income) imposed upon or relating to the provision or use of the products and services provided hereunder.
- .4 Any other regulated services not listed herein which are provided by CBT to Customer, shall be governed by the rates, terms, and conditions of the appropriate tariff. CBT shall comply with all applicable laws, rules, regulations, ordinances, and codes (collectively, "Legal Requirements") in connection with the provision of the Flat Business Line service.

D. TERMINATION CHARGES

- .1 In the event that Flat Business Line service under this Agreement is terminated by Customer for convenience or for reasons other than CBT's breach of this Agreement prior to the expiration of the Term, the Customer will pay a termination charge equal to all remaining amounts due or to

DATE OF PRINT: January 27, 2006 Contract # 22474





### Supplement

|   |                           |
|---|---------------------------|
| Customer (Legal Name of Company)<br>Road ID | Agreement Number<br>22474 |
| Cincinnati Bell Contact<br>Allison Baugh    | Date<br>January 27, 2006  |

become due, including but not limited to all monthly charges for which Customer would have been responsible if the Customer had not terminated prior to the expiration of the Term.

.2 If nonrecurring charges associated with the installation of Flat Business Line service are waived and the Flat Business Line service is then terminated prior to the expiration of the Term, the customer will become liable for payment of the waived charges.

| Customer Initials | Date    |
|-------------------|---------|
| EW                | 1/27/06 |

DATE OF PRINT: January 27, 2006

Contract # 22474

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**TRUNK ADVANTAGE SERVICE AGREEMENT**

|   |             |                   |   |                                       |                   |                                    |                               |
|---|-------------|-------------------|---|---------------------------------------|-------------------|------------------------------------|-------------------------------|
| Customer Name<br>United Dairy Farmers, Inc.   |             |                   | CINCINNATI BELL TELEPHONE COMPANY LLC ("CBT")   |                                       |                   | Contract No.<br>ASCZ-6J5TBW        |                               |
| Address<br>2825 Crescent Springs Rd.  |             |                   | Address<br>201 East Fourth Street, P.O. Box 2301  |                                       |                   | Order No.                          |                               |
| City<br>Erlanger  | State<br>KY | Zip Code<br>41018 | City<br>Cincinnati  | State<br>OH                           | Zip Code<br>45201 | CBT Contact<br>Kelly Wiedenbein    | Telephone No.<br>513-397-0926 |
| Billing Telephone No.<br>859-578-1200   |             |                   |   |                                       |                   | Technical Contact<br>Gail Bechtold | Telephone No.<br>513-397-1637 |
| Term: <input checked="" type="checkbox"/> 60 months   |             |                   |   |                                       |                   |                                    |                               |
| Service Description   | USOC        | Term (Months)     | Quantity  | Unit Price                            | Monthly Price     | Installation / One-Time Charge     |                               |
| TRUNK Advantage Facility  | D7W         | 60                | 1   | \$400.00                              | \$400.00          | \$0.00                             |                               |
| 2-Way/DID Channels  | TF7CX       | 60                | 24  | \$9.25                                | \$222.00          | \$0.00                             |                               |
| DID 20 # Blocks   | NEF         |                   | 30  | \$2.60                                | \$78.00           | \$0.00                             |                               |
| Secondary Service Location Name   |             |                   | Subtotal  |                                       | \$700.00          | \$0.00                             |                               |
| Street Address  |             |                   | Subtotal From Attached / Additional Pages   |                                       |                   |                                    |                               |
| City Code   | State       | Zip               | <b>Grand Total</b>  |                                       | <b>\$700.00</b>   | <b>\$0.00</b>                      |                               |
| Remarks:  |             |                   | <ul style="list-style-type: none"> <li>All prices and rates herein are exclusive of any surcharges and taxes.</li> <li>This Agreement shall become effective on the latter of the provisioning or in-service date ("Effective Date").</li> <li>Installation / One-Time Charge does not cover premise technician work outside of the normal business hours of 8 a.m. to 5 p.m.</li> <li>Facsimile signatures to this Agreement and any additional documents incorporated herein shall be deemed to be binding upon the parties.</li> </ul> |                                       |                   |                                    |                               |
| CUSTOMER'S SIGNATURE ACKNOWLEDGES THAT CUSTOMER HAS READ AND UNDERSTANDS THE TERMS AND CONDITIONS ATTACHED HERETO AND THESE TERMS AND CONDITIONS APPLY TO THIS ORDER AND ANY SUBSEQUENT ORDERS ACCEPTED BY CBT. CUSTOMER'S SIGNATURE ACKNOWLEDGES AUTHORIZATION FOR CBT TO REQUEST CREDIT INFORMATION FROM ANY CREDIT REPORTING AGENCY OR SOURCE. |             |                   |   |                                       |                   |                                    |                               |
| United Dairy Farmers, Inc. ("Customer")   |             |                   |   | Cincinnati Bell Telephone Company LLC |                   |                                    |                               |
| Signature: <i>Dale Torline</i>  |             |                   |   | Signature: <i>Dan Dorflein</i>        |                   |                                    |                               |
| Printed Name: DALE TORLINE  |             |                   |   | Printed Name: Dan Dorflein            |                   |                                    |                               |
| Title: Sys Mgr  |             |                   |   | Title: Sales Vice President           |                   |                                    |                               |
| Date: 1/14/06   |             |                   |   | Date: 1-23-06                         |                   |                                    |                               |

C0217086 2-15-06

Confidential - United Dairy Farmers, Inc.

C0217087 2-22-06





## TRUNK ADVANTAGE TERMS & CONDITIONS

### 1. Term

After expiration of the initial term, this Agreement shall be automatically changed to month-to-month service subject to the then current month-to-month service rates and the terms and conditions of this Agreement. Either party may terminate the month-to-month service by giving thirty (30) days notice, no other penalties or termination fees will be due.

### 2. Tariff Coverage

This TRUNK Advantage offering is provided pursuant to the provisions of Cincinnati Bell's General Exchange Tariff filed with and approved by the Public Utilities Commission of Ohio and the Public Service Commission of Kentucky. The following conditions, while not all inclusive, are among those controlled by the General Exchange Tariff:

- a) If Customer terminates a TRUNK Advantage Service (which includes the facility, channels and optional features) prior to completion of the 12-month minimum service period or the VTPP Agreement period, they will be subject to termination charges.
- b) Conditions and regulations concerning the Variable Term Payment Plan (VTPP).
- c) Periods of service, including the 12-month minimum period of service. Service periods of 24 months, 36 months and 60 months are also available.
- d) Conditions and regulations concerning upgrades from existing analog trunk service to TRUNK Advantage, and applicable non-recurring charges.
- e) Billing for this service.
- f) Limitations of liability.

The General Exchange Tariffs are available for inspection at any Cincinnati Bell business office.

### 3. Changes in Service or Rates

Rates shown are those in effect on this date. Quantities shown are based upon information given by the Customer to Cincinnati Bell on this date. In the event of (1) a change in the quantity of service requested by Customer and/or (2) the rates shown are not those in effect at the time of installation, an attachment will be provided to Customer by Cincinnati Bell which will reflect the actual quantities and rates in effect for this service as installed and billed.

### 4. Subsequent Customer Orders

Additional channels, or facilities can be added to TRUNK Advantage service pursuant to the provisions of this Agreement and the Cincinnati Bell's General Exchange Tariff.

Additional orders can be coterminous with original expiration date. This Agreement applies to any additions matching the original expiration date. Additions with new expiration dates will require a new separate Agreement.

Charges for services not described herein including, but not limited to, service lines, private lines, and other terminal equipment and services are in addition to those specified herein.

### 5. Termination Charges

- a) If a Customer terminates service, without cause, prior to the expiration of the term, the Customer will pay to Cincinnati Bell termination charge equal to all remaining amounts due or to become due, including but not limited to all monthly charges for which Customer would have been responsible if the Customer had not terminated prior to the end of the applicable 12, 24, 36 or 60-month term payment plan.
- b) If Customer removes one or more facility(s), channel(s) and/or optional feature(s) from service prior to the expiration of the term hereof, Customer will pay to Cincinnati Bell a termination charge equal to all monthly charges for such facility(s), channel(s), and/or optional feature(s) for which Customer would have been responsible if the Customer had not terminated prior to the end of the applicable 12, 24, 36 or 60-month term payment plan.
- c) If nonrecurring charges associated with the installation of a Service are waived and the service is then terminated prior to completion of the 12-month minimum service period or the VTPP Agreement period, the Customer will become liable for payment of the waived charges.
- d) Commission approval of the termination liability for TRUNK Advantage Agreements, as described above, is not intended to indicate that the Commission has approved or sanctioned any terms or provisions contained therein. Signatories to such Agreements shall be free to pursue whatever legal remedies they may have should a dispute arise.

### 6. Upgrades

Customers wishing to upgrade existing analog trunk service or TRUNK Advantage to PRIME Advantage will not be charged installation for the number of existing trunks/channels that are moved to PRIME Advantage. Initial charges for facilities, features, and additional channels will still apply.



Customers wishing to upgrade existing TRUNK Advantage service to PRIME Advantage can terminate their current Agreement without penalty under the condition that a new PRIME Advantage Agreement is signed.

**7. Compliance with Tariff**

Customer agrees to comply with all of the provisions of the General Exchange Tariffs applicable to this service. In the event of any conflict between the provisions of this Agreement and the Cincinnati Bell's General Exchange Tariffs, the provisions of the General Exchange Tariffs will take precedence and be controlling

**8. Additional Terms**

General terms and conditions for TRUNK Advantage Agreements are explained in the tariff. This explanation is for clarification and situations outside of those covered by the general terms and conditions.

- If tariffed rates go up before the expiration of a Customer's Agreement, the Customer will remain at the lower agreed to rates until Agreement expiration.
- If tariffed rates go down before the expiration of a Customer's Agreement, they will have the option to recast their Agreement for another 12-month minimum, 24-month, 36-month, or 60-month service period at the new tariffed rates. This is not an automatic process, it must be Customer initiated.
- If the TRUNK Advantage facility is maintained, a Customer may add, delete or change channels from their existing service without a new Agreement.
- If a Customer wishes to add facilities to their current service, a new Agreement should be signed. There are two scenarios a Customer can choose from:
  - 1) The new Agreement can end coterminously with the original Agreement and follow the same rate structure. If this is the case, it must be stated in the remarks section of the Agreement, and referred to the original Agreement number. Be sure to state the date of expiration.
  - 2) The new Agreement can be separate with its own expiration date and rates following the current tariffed rate structure.
- If a Customer moves their business to another location within our operating territory prior to the expiration of their Agreement, the Agreement will move with them. They will not suffer termination penalties unless they lessen the number of TRUNK Advantage facilities at the new location. The Agreement will continue with the original expiration date and rate structure. The Customer will be subject to all normal installation and service charges associated with moving the service.

- Invoices for Services are due and payable in U.S. dollars within thirty (30) days of invoice date (Invoice Due Date). Payments not received within thirty (30) days of invoice date are considered past due. In addition to CBT undertaking any of the actions set forth in this Agreement, if any invoice is not paid when due, CBT may: (i) apply a late charge equal to 2% (or the maximum legal rate, if less) of the unpaid balance per month and/or (ii) take any action in connection with any other right or remedy CBT may have under this Agreement in law or in equity. Customer shall be in default if Customer fails to make payment as required and such failure remains uncured for five (5) calendar days after the Invoice Due Date. If Customer in good faith disputes any portion of any CBT invoice, Customer shall submit to CBT by the Invoice Due Date, full payment of the undisputed portion of any CBT invoice and written documentation identifying and substantiating the disputed amount. If the Customer believes they have been incorrectly billed, Customer should contact the Cincinnati Bell business Office within sixty (60) days of invoice date to initiate a billing review. CBT and Customer agree to use their respective best efforts to resolve any dispute within thirty (30) days after CBT receives written notice of the dispute from Customer. Any disputed amounts resolved in favor of Customer shall be credited to Customer's account on the next invoice following resolution of the dispute. Any disputed amounts determined to be payable to CBT shall be due within (10) days of resolution of the dispute.
- During the term of this Agreement and for two years thereafter, neither party shall disclose any terms or pricing contained in this Agreement or any confidential information disclosed by the other party. Confidential information shall remain the property of the disclosing party and shall be labeled as either "Confidential" or "Proprietary". Under federal law, Customer has a right, and Cincinnati Bell a duty, to protect the confidentiality of information regarding the telecommunications services Customer buys from Cincinnati Bell including the amount, type, and destination of Customer's service usage hereunder; the way Cincinnati Bell provides services to Customer; and Customer's calling and billing records. Together, this confidential information is described as Customer Propriety Network Information (CPNI). Customer hereby consents to Cincinnati Bell sharing its CPNI with affiliates, subsidiaries and any other current or future direct or indirect subsidiaries of the Cincinnati Bell parent company as well as agents and authorized sales representatives thereof, to develop or bring new products or services to Customer's attention. This consent survives the termination of Customer's service and is valid until Customer affirmatively revokes or limits such consent.

|  |         |
|--|---------|
|  | 1/14/06 |
| Customer Initials  | Date    |

