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Regulated Services Agreement A104-3041-10
Amendment

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

This Amendment is to the BellSouth Business Master Agreement for Regulated Services and Volume & Term Agreement A104-3041-10, entered into between BellSouth Telecommunications, Inc. by BellSouth Business Systems, Inc. ("BST") and Boeing Company ("Customer") on April 27, 2004.

- A. The term of this agreement is extended from 2 years to 4 years
- B. Section 7.3 is amended to reflect that Customer's Annual Revenue Commitment for Contract Year 3 (beginning 04/01/2006) shall be \$ 972,000. The Annual Revenue Commitment for Contract Year 4 will be 85% of the Baseline for the Contract Year.
- C. The Reward level for Contract Years 3 & 4 will be 14% as stated in Appendix 1. The Reward Eligible Services for Contract Years 3 & 4 are listed in Appendix 1.
- D. This offer is good through 12/31/2005

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

Customer

Boeing Company

By: Tim Santa Cruz
Printed Name: Tim Santa Cruz
Title: Procurement Agent
Date: 12/23/05

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

By: STEP SHOW
Printed Name: STEVEN D. SHAW
Title: AUP
Date: 12/29/05



Regulated Services Agreement AL94-3041-10

Appendix 1 to Regulated Services Agreement

- 1. Customer: Boeing Company
- 2. Term: 60 Months (24 Month Extension for Year 3 & 4)

Volume and Term Provisions

- A. Annual Revenue Commitment: \$972,000
- B. Baseline (Year 3) \$1,023,000
- C. Reward Level 14%
- D. Growth Percentage 3.00%
- E. Annual Growth Incentive Award: 10.0% (not to exceed \$20,000)
- F. Reward Eligible Services

Alarm & Control Circuits
Analog Data Service
Voice Analog Private Line
Business ISDN
ESSX ISDN
Business Plus/ Business Choice
Custom Calling
Directory White Pages
Expanded Area Calling Business
Flat Rate Business
Messaging/ Measured Rate Business
Messaging Calling Features
Non Listed/ Non Published Services
TouchStar
WatchAlert
BellSouth Centrex
MegaLink
FCO & FX Services
MegaLink Channel Service
Metro Ethernet
MultiServ/ MultiServ Plus
NAR's ESSX/ Digital ESSX Service
NAR's MegaLink Channel Service
DID
Flat Rate PBX Trunks/ NARS
Message/ Measured Rate PBX



Regulated Services Agreement SC05-E284-10
Amendment

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

This Amendment is to the BellSouth Business Master Agreement for Regulated Services and Volume & Term Agreement SC05-E284-10, entered into between BellSouth Telecommunications, Inc. by BellSouth Business Systems, Inc. ("BST") and Michelin North America, Inc. ("Customer") on October 28, 2005.

A. Paragraph 7.1 is amended to read as follows:

7.1 Customer and BST agree to an Annual Revenue Commitment in the first Contract Year of this Agreement of \$849,786.00. The Annual Revenue Commitment represents ninety-five percent (95.00%) of Customer's Baseline billing.

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

Customer:

Michelin North America, Inc.

By: Richard Guthrie

Printed Name: Richard Guthrie

Title: Purchasing Manager

Date: November 2, 2005

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

By: W. Daniel Sussard, Jr.

Printed Name: W. DANIEL SUSSARD, JR.

Title: AVP

Date: 11/4/2005



Regulated Services Agreement SC05-E284-10

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

Michelin North America, Inc.

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

REGULATED SERVICES

1. Regulatory and Other Contractual Considerations.

1.1 Customer recognizes and agrees that this Agreement is subject to and controlled by BST's tariffs including, but not limited to, the General Subscriber Services Tariff and the Private Line Services Tariff and all such revisions to said tariffs as may be made from time to time, and are not intended to replace or supersede existing tariffs. All Services included under this Agreement will be purchased in accordance with such approved tariffs in effect in each state. The rates, charges and provisions of such tariffs applicable to the Services will apply unless and except to the extent this Agreement contain express rates, charges and provisions specifically in conflict therewith (in which case the express rates, charges, and provisions of this Agreement will control to the extent permitted by applicable law.) BST agrees Customer will be provided any appropriate tariff decreases for any rate element.

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

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

3. Cancellation.

If Customer cancels a Service ordered pursuant to an Order Attachment prior to the completed installation of the Regulated Service, but after the execution of the Order Attachment, Customer will pay all reasonable costs incurred in the implementation of the cancelled Regulated Service, not to exceed all costs that could apply if the work in the implementation of the Order Attachment had been completed.

4. Termination.

4.1 If Customer cancels a service ordered pursuant to an Order Attachment at any time prior to the expiration of the service period set forth in the appropriate Order Attachments(s), Customer shall be responsible for all termination charges unless otherwise specified. Termination charges are defined as all reasonable charges due or remaining as a result of the minimum service period agreed to by BST and Customer as set forth in the Order Attachment(s).

4.2. Customer acknowledges it has options for its telecommunications services from service providers other than BST and it has chosen BST to provide the Regulated Services specified in each Order Attachment. Customer, therefore, agrees that in the event it terminates Regulated Services provided pursuant to an Order Attachment of any kind whether it is a CSA or SSA, at any time prior to the minimum service period set forth in the Order Attachment, Customer will pay Termination Charges, except where a certified reseller of BST local service resells this Agreement to Customer and agrees in writing to assume all of Customer's obligations to BST under this Agreement.

5. Service Period.

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

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

VOLUME AND TERM PROVISIONS.

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

6.1 "Annual Revenue Commitment" - the agreed-upon amount of billing each year to Customer for BST Regulated Services that Customer agrees to achieve for purposes of this Agreement.

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



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

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

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

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

6.7 "Term" - the number of Contract Years or the number of months the Volume and Term provisions of this Agreement are effective. The Term of this Agreement is 2 Contract Years.

6.8 "V&T Eligible Services" - all Regulated Services purchased by Customer whose billing is used to calculate Baseline. Non-recurring charges, taxes, and publicly imposed surcharges are not used to calculate the Baseline and are not considered V&T Eligible.

7. Annual Revenue Commitment

7.1 Customer and BST agree to an Annual Revenue Commitment in the first Contract Year of this Agreement of \$905,392.00. The Annual Revenue Commitment represents ninety-five percent (95.00%) of Customer's Baseline billing.

7.2 Customer and BST agree that all recurring charges for V&T Eligible Services billed by BST to Customer during each year of this Agreement will be applied toward the Annual Revenue Commitment. Customer's progress toward meeting the Annual Revenue Commitment will be tracked by BST and measured in pre-Reward billed dollars.

7.3 Customer and BST agree to determine Customer's Annual Revenue Commitment at the beginning of each Contract Year. The Annual Revenue Commitment for each Contract Year will be expressed as ninety-five percent (95.00%) of the Baseline billing for the Contract Year.

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

8. Reward Level

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

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

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

8.4 Charges billed for V&T Eligible Services for which Customer has not paid will not be counted toward the Annual Revenue Commitment, or toward the amounts set forth in Appendix 1, for purposes of determining a Reward Level attained by Customer.

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

9. Annual Growth Incentive Award ("AGIA"). If Customer exceeds its Baseline by more than 3.0 percent (3.0%) during any Contract Year, Customer will receive an additional AGIA credit. The AGIA will equal 15.0 percent (15.0%) of the billed charges for V&T Eligible Services less the current Contract Year's Baseline. The AGIA, not to exceed \$25,000, will be calculated and applied at the time of the V&T Annual True-Up. AGIA credits resulting from Annual True-Up will be applied towards Reward Eligible Services only and will be applied within thirty (30) days of the completion of Annual True-Up.

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

11. Commitment Shortfall. Customer agrees if it fails to meet its Annual Revenue Commitment during a given Contract Year, except as provided in Sections 14, 15, and 16, to the extent permitted by applicable law and regulation, BST will bill and Customer agrees to pay the difference between the actual billed revenue for the current Contract Year and its Annual Revenue Commitment ("Commitment Shortfall").

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

13. Acquisition of New Businesses. In the event Customer acquires a new business or operation within the BST service area during the term of this Agreement, the Regulated Services at these locations may be included under this Agreement upon the mutual agreement of BST and Customer. Should such an agreement be reached, BST and Customer will amend this Agreement, including the Annual Revenue Commitment level in Appendix 1, as appropriate to include such Regulated Services. Any revisions due to acquisition will be made during the V&T Annual True-Up at the end of the year in which the acquisition occurred, and will affect the Annual Revenue Commitment for future years.



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V&T Eligible Services included in this Agreement as the result of an acquisition will not be used in the calculation of an AGIA in the Contract Year in which the acquisition occurred.

14. Business Change. In the event of a divestiture of a significant part of Customer's business, a business downturn beyond Customer's control, a decision by Customer to close or consolidate locations that is based on events beyond Customer's reasonable control, or a network optimization using other BST services, (collectively, "Business Change"), any of which significantly reduces the volume of network Regulated Services required by Customer, with the result that Customer is unable to meet its Annual Revenue Commitment under this Agreement (notwithstanding Customer's best efforts to avoid such a shortfall), BST and Customer will cooperate to reduce Customer's Annual Revenue Commitment to the extent of any shortfall resulting from the Business Change. This provision does not apply to a change resulting from a decision by Customer: (a) to reduce its overall use of telecommunications; or (b) to transfer portions of its traffic or projected growth to providers other than BST. Customer must provide BST written notice of the conditions it believes will require the application of this provision and will describe such conditions with particularity. This provision does not constitute a waiver of any charges, including shortfall charges, incurred by Customer prior to the time the Parties mutually agree to amend this Agreement. This provision does not affect the application of termination charges pursuant to the tariff or other agreements.

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

16. Tariff Changes. If during the term of this Agreement, BST requests and receives regulatory approval for price reductions on tariff services purchased by Customer and such price reductions cause Customer to be unable to meet its Annual Revenue Commitment under this Agreement, then subject to applicable regulatory requirements, BST agrees to reduce Customer's Annual Revenue Commitment to the extent of the shortfall resulting from the price reduction(s).

17. Annual True-Up.

17.1 Within 90 days of the end of each Contract Year, BST will conduct a review of Customer's revenue to determine if Customer achieved its Annual Revenue Commitment ("Annual True-Up"). During the Annual True-Up, BST will calculate any Commitment Shortfall in accordance with Section 11 and determine Customer's Baseline billing for the following year in accordance with Section 6.2. During the Annual True-Up, BST can also propose any adjustments to the Annual Revenue Commitment. Finally, during the Annual True-Up, BST and Customer will determine the Annual Revenue Commitment for the new Contract Year in accordance with Section 7.

17.2 Customer and BST agree that any credit resulting from the Annual True-Up will be applied as a credit on the BST bill for local and intralATA services. Further, any debit resulting from the Annual True-Up for failure to meet the Annual Revenue Commitment or Termination Liability will be billed directly to Customer and Customer agrees to assume responsibility for all outstanding amounts.

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

19. Termination Liability.

19.1 If Customer desires to terminate the Volume and Term Provisions prior to their expiration, Customer must provide written notice of such termination 60 days prior to the effective date of termination. BST will bill Customer the following termination charges:

(a) The amount of Rewards, including any AGIA credits, received for the life of this Agreement or for the previous 12 months, whichever is less and

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

Prorated Implementation and Tracking Costs = \$7,453.00 times the
(Contract Months Remaining divided by the Total Contract Months).

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

20. Miscellaneous Provisions

20.1 **Offer Expiration.** This offer shall expire on October 30, 2005

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

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

BellSouth

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

Customer

Michelin North America
1 Parkway South
Greenville, SC 29615

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



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

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

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

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

CUSTOMER: MICHEX IN NORTH AMERICA, INC.

By: [Signature]
(Signature)

By: Richard Guthrie, Purchasing Manager

Date: 24 Oct 05

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

By: [Signature] W. DANK
(Signature) AND S. S. S. J.

By: ROBERT J. WEST Area Sales Director
(Printed Name and Title)

Date: 10/28/05



**AMENDMENT TO THE MASTER AGREEMENT FOR REGULATED SERVICES AND VOLUME
AND TERM AGREEMENT**

The terms and conditions of the attached Master Agreement for Regulated Services and Volume and Term Agreement ("Agreement") dated September 28, 2005 between BellSouth Telecommunications, Inc. (hereinafter referred to as "BellSouth") and Michelin North America, Inc. (hereinafter referred to as "Customer") are hereby amended as stated below. Acceptance by Customer of the attached Agreement is expressly conditional upon BellSouth's acceptance of the additional or differing terms set forth in this Amendment, and references to the "attached Agreement" shall be deemed to include the provision of this Amendment. The Agreement is, therefore, hereby amended and changed to include the following terms and any changes on the Agreement initialed by Customer, which terms shall control to the extent they differ from or add to the terms of the Agreement:

1. Customer shall be entitled to receive the services as described in the attached Agreement (hereinafter referred to as "Services"). If BellSouth performs consulting or programming Services under the attached Agreement:

2. Without limiting any broader or additional warranties stated in the attached Agreement, BellSouth warrants that all Services performed by BellSouth will be performed in a professional and workmanlike manner, consistent with the standards in the industry accepted by BellSouth, and BellSouth further warrants that all Services will conform to the descriptions stated or referenced in the attached Agreement. To the extent of any conflict between the descriptions for such Services, the more specific shall prevail over the more general, and in all other events, the descriptions in the attached Agreement shall prevail over any published descriptions.

3. A. **General Indemnification.** To the extent permitted by law, each party agrees to indemnify, hold harmless and defend the other party, its parent, affiliated and subsidiary companies, successors and assigns, and its and their officers, directors and employees, from and against all losses, damages, liabilities, claims, demands (including attorneys' fees) and suits at law or equity for third party claims for injuries to persons (including death) or tangible personal property or real property arising as a result of the wrongful acts or omissions of either party.

B. **Intellectual Property Indemnification**
Patent and Copyright Indemnity:

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

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



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

(iv) If options iii (a), (b) or (c) above are not reasonably available to BellSouth, then BellSouth may elect instead to return any amounts prepaid by Customer for the affected Services of any period after BellSouth directs Customer to cease such use, which is in either case the subject or potential subject of an infringement claim, as then depreciated based on Customer's depreciation schedule used for federal income tax reporting purposes.

4. NEITHER PARTY, ITS PARENT CORPORATION, AFFILIATED COMPANIES OR SUPPLIERS SHALL BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, PUNITIVE OR INDIRECT DAMAGES, INCLUDING WITHOUT LIMITATION, LOST PROFITS, LOSS OF DATA, TOLL FRAUD OR OTHER UNAUTHORIZED USE, OR LOSS OF USE, INTERRUPTION OF BUSINESS OR OTHER ECONOMIC LOSS WHETHER IN CONTRACT, TORT, OR OTHERWISE WHETHER OR NOT EITHER PARTY HAD NOTICE OF THE RESPONSIBILITY OF SUCH DAMAGES OCCURRING.

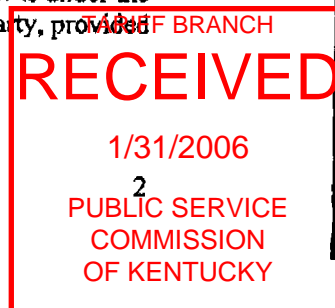
5. BellSouth shall not have access to Customer's facility or data unless Customer has given its written permission, and any permitted access by BellSouth to Customer's facility or data for performance of Services shall be subject to Customer's standard safety, insurance and security requirements and shall be further subject to Customer's standard work hours and holiday schedule. BellSouth agrees to keep confidential all information which it receives or of which it becomes aware, whether through Customer or a third party, which in any way relates to Customer's facility, operations, plans, plants and personnel, including all sales, marketing, commercial and financial information. Customer reserves the right, exercisable in its sole and absolute discretion, to refuse disclosure of any Customer information to BellSouth. Any Customer data or information furnished to BellSouth shall be immediately returned to Customer, at no charge to Customer, upon termination of this Agreement. Customer agrees to protect the security of any information designated by BellSouth as confidential using the same degree of care that Customer uses to protect its own information of a similar nature.

6. Prior to assigning employees to work on Customer's Premises, BellSouth shall use commercially reasonable efforts to ensure its employees are not using controlled substances, including but not limited to, marijuana, cocaine, phencyclidine (PCP), opiates and amphetamines. All employees assigned to work at Customer's premises will abide by BellSouth's Drug and Alcohol Policy.

7. It is understood that the relationship of BellSouth shall for all purposes be that of independent contractor, and BellSouth shall at all times remain solely and exclusively responsible for the supervision and control of its employees. Customer retains the sole and absolute discretion to refuse access to its facilities to any employee or agent of BellSouth.

8. The attached Agreement shall have an initial term not to exceed twenty-four (24) months and, if provided in the Agreement, may be renewed thereafter.

9. Neither party may assign or subcontract any portion of the attached Agreement or any Services without the prior express written approval of the other party. Either party may transfer or assign this Agreement to any corporation which, directly or indirectly, controls or is controlled by, or is under the direct or indirect common control of, such party ("Affiliate") on written notice to the other party, provided such assignee agrees to be bound by the terms of the attached Agreement as amended hereby.



10. If BellSouth is permitted access to Customer's facility, BellSouth shall carry, at a minimum the following insurance:

- (a) Workers' Compensation - statutory in compliance with the laws of the State in which the work is to be performed; and Employer's Liability Insurance with \$1,000,000 per accident with a Waiver of Subrogation in favor of Customer.
- (b) Comprehensive/Commercial General Liability including contractual liability, body injury and property damage, on an "occurrence" basis with limits of \$1,000,000.00 per occurrence for the property damage coverage.
- (c) Comprehensive Automobile Liability, bodily injury, and property damage, in combined single limit - \$1,000,000 per occurrence. BellSouth shall provide Customer with a certificate of insurance for the above minimum amounts of insurance/

In addition to obtaining and maintaining the coverages stated above if required by Customer, BellSouth shall obtain, by proper endorsement, designation of Customer (by the corporate name appearing on the face of the Agreement), as an "Additional Insured" under its Comprehensive/Commercial General Liability policy. Further the coverages required shall be evidenced by a certificate of insurance, delivered to Customer, by which the insurer(s) agree(s) to inform Customer at least 30 days before any termination, cancellation or material change in the coverage/designation which would affect Customer's rights. A certificate of self-insurance shall satisfy the coverages set forth in this Section 10. The certificate shall include the following provision with respect to the coverage:

The coverage afforded the Additional Insured named herein shall be considered primary insurance over any other insurance carried by the Additional Insured, and I is agreed and understood that the Additional Insured's insurance will not be contributing as regards either primary or excess insurance. If the Named Insured's Insurance contains a deductible or retention, the Named Insured Shall be responsible for and the Additional Insured shall have no responsibility for such deductible or retention, or for any premium, or any other obligation of the Named Insured.

11. Except for the terms of any separate EDI Agreement and its attachment executed by the parties, the Agreement and this Amendment, together with their referenced attachments, constitute the entire agreement between the parties and may not be changed, modified or altered except by a written instrument signed by authorized representatives of both parties. The attached Agreement shall be binding on and inure to the benefit of the successors and any assigns of the parties. No course of conduct or dealing shall be deemed to constitute a waiver of any provision of the attached Agreement, and no waiver of any provision shall be effective unless in writing and signed by the waiving party.

Except as amended hereby, all other provisions of the attached Master Agreement for Regulated Services and Volume and Term Agreement remain in full force and effect.

COMPANY:

BellSouth Communications, Inc.

By: [Signature]

Name: ROBERT J. WEST

Title: Area Sales Director

Date: 10/28/05

CUSTOMER:

Michelin North America, Inc.

By: [Signature]

Name: Richard Guthrie

Title: Purchasing Manager

Date: 24/01/05



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

Ryder Truck Rental, Inc.

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

REGULATED SERVICES

1. Regulatory and Other Contractual Considerations.

1.1 Customer recognizes and agrees that this Agreement is subject to and controlled by BST's tariffs including, but not limited to, the General Subscriber Services Tariff and the Private Line Services Tariff and all such revisions to said tariffs as may be made from time to time, and are not intended to replace or supersede existing tariffs. All Services included under this Agreement will be purchased in accordance with such approved tariffs in effect in each state. The rates, charges and provisions of such tariffs applicable to the Services will apply unless and except to the extent this Agreement contain express rates, charges and provisions specifically in conflict therewith (in which case the express rates, charges, and provisions of this Agreement will control to the extent permitted by applicable law.) BST agrees Customer will be provided any appropriate tariff decreases for any rate element.

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

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

3. Cancellation.

If Customer cancels a Service ordered pursuant to an Order Attachment prior to the completed installation of the Regulated Service, but after the execution of the Order Attachment, Customer will pay all reasonable costs incurred in the implementation of the cancelled Regulated Service, not to exceed all costs that could apply if the work in the implementation of the Order Attachment had been completed.

4. Termination.

4.1 If Customer cancels a service ordered pursuant to an Order Attachment at any time prior to the expiration of the service period set forth in the appropriate Order Attachment(s), Customer shall be responsible for all termination charges unless otherwise specified. Termination charges are defined as all reasonable charges due or remaining as a result of the minimum service period agreed to by BST and Customer as set forth in the Order Attachment(s).

4.2 Customer acknowledges it has options for its telecommunications services from service providers other than BST, and it has chosen BST to provide the Regulated Services specified in each Order Attachment. Customer, therefore, agrees that in the event it terminates Regulated Services provided pursuant to an Order Attachment of any kind whether it is a CSA or SSA, at any time prior to the minimum service period set forth in the Order Attachment, Customer will pay Termination Charges, except where a certified reseller of BST local service resells this Agreement to Customer and agrees in writing to assume all of Customer's obligations to BST under this Agreement.

5. Service Period.

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

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

VOLUME AND TERM PROVISIONS.

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

6.1 "Annual Revenue Commitment" - the agreed-upon amount of billing each year to Customer for BST Regulated Services that Customer agrees to achieve for purposes of this Agreement.

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



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

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

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

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

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

6.8 "V&T Eligible Services" - all Regulated Services purchased by Customer whose billing is used to calculate Baseline. Non-recurring charges, taxes, and publicly imposed surcharges are not used to calculate the Baseline and are not considered V&T Eligible.

7. Annual Revenue Commitment

7.1 Customer and BST agree to an Annual Revenue Commitment in the first Contract Year of this Agreement of \$1,751,000.00. The Annual Revenue Commitment represents eighty percent (80.00%) of Customer's Baseline billing for the previous Contract Year.

7.2 Customer and BST agree that all recurring charges for V&T Eligible Services billed by BST to Customer during each year of this Agreement will be applied toward the Annual Revenue Commitment. Customer's progress toward meeting the Annual Revenue Commitment will be tracked by BST and measured in pre-Reward billed dollars. The Customer's BST Sales Representative shall send Customer monthly updates on the year-to-date status of the Annual Revenue Commitment.

7.3 Customer and BST agree to determine Customer's Annual Revenue Commitment at the beginning of each Contract Year. The Annual Revenue Commitment for each Contract Year will be expressed as ninety five percent (95.00%) of the Baseline billing for the previous Contract Year.

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

8. Reward Level

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

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

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

8.4 Charges billed for V&T Eligible Services for which Customer has not paid will not be counted toward the Annual Revenue Commitment, or toward the amounts set forth in Appendix 1, for purposes of determining a Reward Level attained by Customer.

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

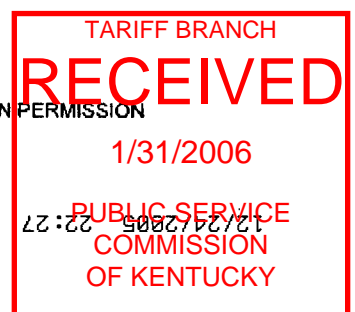
9. Annual Growth Incentive Award ("AGIA"). The Customer will not receive an AGIA.

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

11. Commitment Shortfall. Customer agrees if it fails to meet its Annual Revenue Commitment during a given Contract Year, except as provided in Sections 14, 15, and 16, to the extent permitted by applicable law and regulation, BST will bill and Customer agrees to pay the difference between the actual billed revenue for the current Contract Year and its Annual Revenue Commitment ("Commitment Shortfall" or "Shortfall").

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

13. Acquisition of New Businesses. In the event Customer acquires a new business or operation within the BST service area during the Term of this Agreement, the Regulated Services at these locations may be included under this Agreement upon the mutual agreement of BST and Customer. Should such an agreement be reached, BST and Customer will amend this Agreement, including the Annual Revenue Commitment level in Appendix 1, as appropriate to include such Regulated Services. Any revisions due to acquisition will be made during the V&T Annual True-Up at the end of the year in which the acquisition occurred, and will affect the Annual Revenue Commitment for future years. V&T Eligible Services included in this Agreement as the result of an acquisition will not be used in the calculation of an AGIA in the Contract Year in which the acquisition occurred.



14. Business Change. In the event of a divestiture of a significant part of Customer's business, a business downturn beyond Customer's control, a decision by Customer to close or consolidate locations that is based on events beyond Customer's reasonable control, or a network optimization using other BST services, (collectively, "Business Change"), any of which significantly reduces the volume of network Regulated Services required by Customer, with the result that Customer is unable to meet its Annual Revenue Commitment under this Agreement (notwithstanding Customer's best efforts to avoid such a Shortfall), BST and Customer will cooperate to reduce Customer's Annual Revenue Commitment to the extent of any Shortfall resulting from the Business Change. This provision does not apply to a change resulting from a decision by Customer: (a) to reduce its overall use of telecommunications; or (b) to transfer portions of its traffic or projected growth to providers other than BST. Customer must provide BST written notice of the conditions it believes will require the application of this provision and will describe such conditions with particularity. This provision does not constitute a waiver of any charges, including Shortfall charges, incurred by Customer prior to the time the Parties mutually agree to amend this Agreement. This provision does not affect the application of termination charges pursuant to the tariff or other agreements.

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

16. Tariff Changes. If during the Term of this Agreement, BST requests and receives regulatory approval for price reductions on tariff services purchased by Customer and such price reductions cause Customer to be unable to meet its Annual Revenue Commitment under this Agreement, then subject to applicable regulatory requirements, BST agrees to reduce Customer's Annual Revenue Commitment to the extent of the Shortfall resulting from the price reduction(s).

17. Annual True-Up.

17.1 Within 90 days of the end of each Contract Year, BST will conduct a review of Customer's revenue to determine if Customer achieved its Annual Revenue Commitment ("Annual True-Up"). During the Annual True-Up, BST will calculate any Commitment Shortfall in accordance with Section 11 and determine Customer's Baseline billing for the following year in accordance with Section 6.2. During the Annual True-Up, BST can also propose any adjustments to the Annual Revenue Commitment. Finally, during the Annual True-Up, BST and Customer will determine the Annual Revenue Commitment for the new Contract Year in accordance with Section 7.

17.2 Customer and BST agree that any credit resulting from the Annual True-Up will be applied as a credit on the BST bill for local and intraLATA services. Further, any debit resulting from the Annual True-Up for failure to meet the Annual Revenue Commitment or Termination Liability will be billed directly to Customer and Customer agrees to assume responsibility for all outstanding amounts.

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

19. Termination Liability.

19.1 If Customer desires to terminate the Volume and Term Provisions prior to their expiration, Customer must provide written notice of such termination 60 days prior to the effective date of termination. BST will bill Customer the following termination charges:

(a) The amount of Rewards, including any AGIA credits, received for the life of this Agreement or for the previous 12 months, whichever is less and

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

Prorated Implementation and Tracking Costs = \$13,451.00 times the
(Contract Months Remaining divided by the Total Contract Months).

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

20. Miscellaneous Provisions

20.1 Offer Expiration. This offer shall expire on December 30, 2005.

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

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

BellSouth

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

Customer

Ryder Truck Rental, Inc.
11690 NW 105th Street
Miami, FL 33178
Attn: Manager, IT Purchasing

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

20.5 Each party agrees to submit to the other party, all advertising, sales promotion, press release, and other publicity matters relating to this Agreement or to the services provided under this Agreement wherein corporate or trade names, logos, trademarks, or service marks of the other company or any of its affiliated companies are mentioned or wherein there is language from which a connection to said names or



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marks may be inferred. Each party further agrees not to publish or use such advertising, sales promotions, press releases, or publicity matters without the other party's written approval.

20.6 Neither Customer nor BST may assign its rights or obligations under this Agreement without the express prior written consent of the other party. Such consent shall not be unreasonably withheld. Notwithstanding the foregoing, either party may, without the other party's consent, assign or delegate this Agreement and any duties and/or obligations hereunder to any entity owned in whole or in part by the party, or by one or more of its direct or indirect subsidiaries. No such assignment shall release the assigning party from any of its obligations under this Agreement.

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

21. Default. If either party is in default of any of its obligations under this Agreement, and fails to cure such default within thirty (30) days after receiving written notice specifically the nature of the default, the non-defaulting party may, in addition to all other rights and remedies provided by this Agreement, terminate the Agreement. If either party incurs any costs and/or attorneys fees with respect to the enforcement of this agreement, the prevailing party shall be entitled to recover from the defaulting party all such reasonable costs and fees.

22. Indemnification. BST will defend, indemnify and hold Customer and its affiliates, and the directors, officers, employees and agents for each harmless from and against any and all claims, including, without limitation, attorneys' fees and costs and expenses incidental thereto, which may be incurred as a result of a claim that the Regulated Services furnished under this Agreement, including the exhibits, attachments and any order attachments, infringes or misappropriates any United States or foreign patent, copyright, trade secret or other proprietary right. Customer shall promptly notify BST in writing of any action brought against Customer based on such a claim and BST will defend that action at its expense and will pay any and all fees, costs or damages that may be finally awarded in that action and/or a settlement resulting from it. BST's obligation as set forth herein is expressly conditioned upon: (i) BST being notified promptly in writing by Customer of any claim or suit of which Customer is aware; (ii) BST having sole control of the defense or settlement of any claim or suit, and Customer shall not make any compromise, admission of liability or settlement or take any other action impairing the defense of such claim without BST's prior written approval; (iii) Customer cooperating with BST in all reasonable ways to facilitate the settlement or defense of any claim or suit; and (iv) the claim or suit not arising from Customer modifications.

23. Confidentiality. All information received or obtained by BST regarding Customer's purchase and/or use of the Regulated Services and related business information shall be deemed confidential and held by BST in confidence to the same means as it uses to protect its own confidential information, but in no event less than reasonable means. All information marked as confidential and received or obtained by Customer regarding BST's offering or provision of Regulated Services shall be deemed confidential and held by Customer in confidence to the same means as it uses to protect its own confidential information, but in no event less than reasonable means.

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

CUSTOMER: Ryder Truck Rental, Inc.
By: [Signature]
(Signature)
By: KEVIN BOTT - SVP & CEO
(Printed Name and Title)
Date: 12/22/05

BELLSOUTH TELECOMMUNICATIONS, INC.
By: BELLSOUTH BUSINESS SYSTEMS, INC.
By: [Signature]
(Signature)
By: Paul C. Jacobs, Area VP.
(Printed Name and Title)
Date: 12-27-05

CONFIDENTIAL/PROPRIETARY - NOT FOR DISCLOSURE OUTSIDE BELLSOUTH WITHOUT WRITTEN PERMISSION

TARIFF BRANCH
RECEIVED
1/31/2006
PUBLIC SERVICE
COMMISSION
OF KENTUCKY

Appendix 1 to Regulated Services Agreement

1. Customer: Ryder Truck Rental, Inc. (and its affiliates)
2. Term: 36 months

Volume and Term Provisions

- A. Annual Revenue Commitment ("ARC"): \$1,751,000.00
(80.00% of Baseline for first Contract Year. Subsequent ARCs will be expressed as 95% of the previous Contract Year's baseline.)
- B. Baseline (First Year): \$2,189,000.00
- C. Reward Level 15%
- D. Growth Percentage Does not apply
- E. Annual Growth Incentive Award: Does not apply
- F. Reward Eligible Services

BACK-UP LINE
BELLSOUTH CENTREX
BUS PLUS/BUS CHOICE
BUSINESS ISDN
CUSTOM CALLING
DID
DIR. WHITE PAGE SVCS
ENHANCED CALLERID (ST-UP)
ESSX
EXPND AREA CALLING - BUS
FCO & FX SERVICES
FLAT RATE BUSINESS
FLAT RATE PBX TRUNKS/NARS
LIGHTGATE
MEGALINK
MEGALINK - ISDN
MEGALINK CHANNEL
MESSAGING CNS FEATURES
MSG/MEAS RATE BUS
MSG/MEAS RATE PBX
MULTISERV/MULTISERV PLUS
NARS - ESSX/Digital ESSX Service
NARS - Lightgate Service
NARS - MegaLink Channel Service
NON LIST/NON PUBLISHED SVCS
OFF PREM EXT (OPX)
OPT CALL PLAN (OCP)
PRESTIGE
PRIMARY RATE ISDN
REMOTE CALL FWD
RINGMASTER
SMARTPATH
SMARTRING IAS SPA DED RING
SYNCHRONET
TOUCHSTAR
ALARM & CONTROL CKT
ANALOG DATA SERVICE

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BBSA Agreement No. GA01-0732-00
Regulated Services Attachment GA01-0732-10
Amendment A

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

This Amendment is to the BellSouth Business Master Agreement for Regulated Services and Volume & Term Agreement ("Regulated Services Agreement") GA01-0732-10, entered into between BellSouth Telecommunications, Inc. by BellSouth Business Systems, Inc. ("BST") and PepsiCo, Inc. ("Customer") on October 30, 2002.

- A. Customer and BST agree to extend the Term of the Regulated Services Agreement for one (1) additional year.
- B. Customer and BST agree to an Annual Revenue Commitment in Contract Year Four of the Regulated Services Agreement of \$1,248,000.00. The Annual Revenue Commitment represents eighty percent (80%) of Customer's Baseline Billing for the Contract Year.
- C. The Baseline, Annual Revenue Commitment, Reward Level and Reward Eligible Services for Contract Year Four are listed in Revised Appendix 1 to the Regulated Services Agreement.
- D. The Effective Date of this Amendment shall be September 1, 2005, the first day of Contract Year Four.
- E. The "Expiration Date" of the Regulated Services Agreement shall be August 31, 2006 at 11:59 p.m.
- F. This offer shall be valid until September 30, 2005.

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

Customer:

PepsiCo/Inc.

By: Larry Caldwell

Printed Name: Larry Caldwell

Title: VP, Purchasing

Date: 9/30/05

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

By: Arthur J. Franks

Printed Name: _____

Title: Assistant Vice President

Date: 9/30/05



BBMSA Agreement No. SA01-0732-08
Regulated Services Attachment SA01-0732-10
Attachment A

Revised Appendix 1 to Regulated Services Agreement

- 1. Customer: PepsiCo, Inc.
- 2. Term: 1 Additional Year (Effective September 1, 2005)

Volume and Term Provisions - Contract Year Four

- A. Annual Revenue Commitment (80.00% of Baseline) \$1,349,000.00
- B. Baseline: \$1,686,000.00
- C. Reward Level 18.00%
- D. Growth Percentage 5.00%
- E. Annual Growth Incentive Award: 10.00% (not to exceed \$25,000)
- F. Reward Eligible Services

Analog Private Line, Except in AL, NC
 Business ISDN
 Basic Business Service
 CrisisLink
 Accupulse Service
 MegaLink Service
 Synchronet Service
 ESSX Service
 FCO & FX Service
 MegaLink Channel Service
 Optional Calling Plan
 ESSX / MultiSery NARs
 MegaLink Channel Service NARs
 PBX / DID Trunks



ADDENDUM
AGREEMENT

Case Number NC05-H470-00

MASTER SERVICES AGREEMENT - ORDER ATTACHMENT FOR CSA SERVICES

This Order Attachment Agreement is Made Pursuant to the Master Services Agreement No. NC05-9425-00.

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

Offer Expiration: This offer shall expire on: 3/2/2006.

Customer's Billing Address:
WACHOVIA CORPORATION
ATTN TELECOMM PO BOX 3099
WINSTON SALEM, NC 27150

PRIVATE/PROPRIETARY

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

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ADDENDUM
AGREEMENT

Case Number NC05-H470-00
Option 1 of 1

Service description:
See North Carolina Attachment.

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ADDENDUM
AGREEMENT

Case Number NC05-H470-00
Option 1 of 1

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

Accepted by:

Subscriber:
WACHOVIA CORPORATION

By: [Signature]
Authorized Signature

Printed Name: ARON R. BIZLEY

Title: ASSISTANT VICE PRESIDENT

Date: 12/9/05

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

By: [Signature]
Authorized Signature

Printed Name: Becky Anderson

Title: NAM

Date: 12/9/05

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TARIFF BRANCH
RECEIVED
1/18/2006
PUBLIC SERVICE
COMMISSION
OF KENTUCKY

ADDENDUM
AGREEMENT

Case Number KY05-H554-00
Option 1 of 1

RATES AND CHARGES

	<u>Rate Elements</u>	<u>Non-Recurring</u>	<u>Monthly Rate</u>	<u>USOC</u>
1	BellSouth® Primary Rate ISDN, Special Translations associated with Incoming Call Extension, One time charge (Addendum to KY05-7455-00 - Add Rate Element)	\$00	\$00	WBBOL
2	BellSouth® Primary Rate ISDN, Special Translations associated with Incoming Call Extension, Per Block of Telephone Numbers (Addendum to KY05-7455-00 - Add Rate Element)	\$00	\$00	WBBOM
3	PRI Incoming Call Extension Telephone Number (TN), for use with Special Translations, Per Telephone Number (Addendum to KY05-7455-00 - Add Rate Element)	\$00	\$00	WCC8N
4	BellSouth® Primary Rate ISDN, Interoffice Channel, each channel, Fixed Monthly Rate (Addendum to KY05-7455-00 - Waive Rate)	\$00	\$00	1LN1A
5	BellSouth® Primary Rate ISDN, Interoffice Channel, each channel, Each airline mile (Addendum to KY05-7455-00 - Waive Rate)	\$00	\$00	1LN1B
6	Frame Relay Service, Customer Connection at Fractional T1, 128 Kbps (Addendum to KY05-7455-00 - Add Rate Element)	\$00	\$00	FRH12
7	Frame Relay Service, Customer Connection at Fractional T1, 256 Kbps (Addendum to KY05-7455-00 - Add Rate Element)	\$00	\$00	FRH25
8	Frame Relay Service, Customer Connection at Fractional T1, 384 Kbps (Addendum to KY05-7455-00 - Add Rate Element)	\$00	\$00	FRH38

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ADDENDUM
AGREEMENT

Case Number KY05-H554-00
Option 1 of 1

RATES AND CHARGES

9	Frame Relay Service Feature, Committed Information Rate (CIR), 65 thru 128 Kbps (Addendum to KY05-7455-00 - Add Rate Element)	\$.00	\$.00	FRVR1
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PRIVATE/PROPRIETARY

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ADDENDUM
AGREEMENT

Case Number NC05-H470-00
Option 1 of 1

RATES AND CHARGES

NOTES:

See North Carolina Attachment.

END OF ARRANGEMENT AGREEMENT OPTION 1

PRIVATE/PROPRIETARY

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BELLSOUTH COMPANIES EXCEPT PURSUANT TO A WRITTEN AGREEMENT.

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**ADDENDUM
AGREEMENT**

Case Number KY05-H554-00
Option 1 of 1
Attachment 1

KENTUCKY ATTACHMENT

Kentucky Service Description

This Addendum to Contract Service Arrangement (CSA) allows translation of Direct Inward Dial (DID) calls from a non-equipped ISDN central office to an equipped ISDN central office as Incoming Call Extensions (ICE) type numbers, waives interoffice mileage charges and adds Frame Relay connections at speeds of 128Kbps, 256Kbps, and 384Kbps.

This Agreement is coterminous with existing CSA NC05-7375-00.

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

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

North Carolina Agreement Notes

All notes are applicable as per CSA KY05-7455-00.

Addendum to add the following at the end of existing Note 3:

FRH12	\$475.00
FRH25	\$475.00
FRH38	\$550.00
WBBOL	\$235.00
WBBOM	\$ 16.00
WCC8N	\$ 2.00

Addendum to add additional notes:

Note 1:

Applicable for use with Special Translations such as those associated with non-published DID.

Note 2:

The customer must purchase BellSouth® Primary Rate ISDN service in addition to the above rates and charges.

Note 3:

The Customer is liable for the full minimum service period of revenues to the Company and, at the time of disconnect, has two payment options:

- Continue paying monthly for the remainder of the minimum service period.

PRIVATE/PROPRIETARY

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

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ADDENDUM
AGREEMENT

Case Number KY05-H554-00

Option 1 of 1

Attachment 1

- Make a lump sum payment discounted by the current prime interest rate plus two percentage points.

Note 4:

At the end of the contract period, the customer must negotiate a new Agreement, convert to Tariff service or disconnect the service.

Note 5:

Any PRI affected by this serving arrangement must be set to all calls billed to one (1) number.

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

PRIVATE/PROPRIETARY

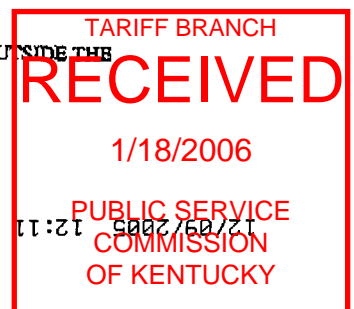
CONTAINS PRIVATE AND/OR PROPRIETARY INFORMATION. MAY NOT BE USED OR DISCLOSED OUTSIDE THE BELL SOUTH COMPANIES EXCEPT PURSUANT TO A WRITTEN AGREEMENT.

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PAGE 29/37

DISTRIBUTION

7047331322



Amendment To
Local Services Agreement

This Amendment shall serve to modify the Local Services Agreement ("Agreement") by and between AT&T Corp. ("AT&T") and INTERCONTINENTAL HOTELS GROUP ("Customer"), which was signed and accepted by AT&T on October 19, 2004, and any subsequent amendments. This Amendment will be effective when signed by the Customer, accepted by AT&T, and filed with the appropriate regulatory body.

The parties agree to amend this agreement as follows:

- Customer and AT&T hereby agree to amend Service Order Attachment by deleting entirely Rate Schedules numbered 1 through 34 as specified below.

State of Alabama – Rate Schedule 1	State of Minnesota – Rate Schedule 18
State of Arizona – Rate Schedule 2	State of Nebraska – Rate Schedule 19
State of California – Rate Schedule 3	State of New Hampshire – Rate Schedule 20
State of Colorado – Rate Schedule 4	State of New Jersey – Rate Schedule 21
State of Connecticut – Rate Schedule 5	State of New York – Rate Schedule 22A
District of Columbia – Rate Schedule 6	State of North Carolina – Rate Schedule 23
State of Delaware – Rate Schedule 7	State of Ohio – Rate Schedule 24A
State of Florida – Rate Schedule 8	State of Oregon – Rate Schedule 25A
State of Georgia – Rate Schedule 9	Commonwealth of Pennsylvania – Rate Schedule 26
State of Iowa – Rate Schedule 10	State of Rhode Island – Rate Schedule 27
State of Illinois – Rate Schedule 11	State of Tennessee – Rate Schedule 28
State of Indiana – Rate Schedule 12A	State of Texas – Rate Schedule 29
State of Kansas – Rate Schedule 13	State of Utah – Rate Schedule 30
Commonwealth of Kentucky – Rate Schedule 14	Commonwealth of Virginia – Rate Schedule 31
Commonwealth of Massachusetts – Rate Schedule 15A	State of Washington – Rate Schedule 32
State of Maryland – Rate Schedule 16	State of Wisconsin – Rate Schedule 33A
State of Michigan – Rate Schedule 17A	State of Nevada – Rate Schedule 34



Amendment To
Local Services Agreement

2. Customer and AT&T hereby agree to amend Service Order Attachment by adding the following Rate Schedules as specified below.

State of Alabama – Rate Schedule 1A	State of Minnesota – Rate Schedule 18A
State of Arizona – Rate Schedule 2A	State of Nebraska – Rate Schedule 19A
State of California – Rate Schedule 3A	State of New Hampshire – Rate Schedule 20A
State of Colorado – Rate Schedule 4A	State of New Jersey – Rate Schedule 21A
State of Connecticut – Rate Schedule 5A	State of New York – Rate Schedule 22B
District of Columbia – Rate Schedule 6A	State of North Carolina – Rate Schedule 23A
State of Delaware – Rate Schedule 7A	State of Ohio – Rate Schedule 24B
State of Florida – Rate Schedule 8A	State of Oregon – Rate Schedule 25B
State of Georgia – Rate Schedule 9A	Commonwealth of Pennsylvania – Rate Schedule 26A
State of Iowa – Rate Schedule 10A	State of Rhode Island – Rate Schedule 27A
State of Illinois – Rate Schedule 11A	State of Tennessee – Rate Schedule 28A
State of Indiana – Rate Schedule 12B	State of Texas – Rate Schedule 29A
State of Kansas – Rate Schedule 13A	State of Utah – Rate Schedule 30A
Commonwealth of Kentucky – Rate Schedule 14A	Commonwealth of Virginia – Rate Schedule 31A
Commonwealth of Massachusetts – Rate Schedule 15B	State of Washington – Rate Schedule 32A
State of Maryland – Rate Schedule 16A	State of Wisconsin – Rate Schedule 33B
State of Michigan – Rate Schedule 17B	State of Nevada – Rate Schedule 34A

3. Rates and discounts for DS0 service (PrimePath Standard Business Lines), and usage transmitted over those lines (PrimePlus and/or PrimeOne service), provided in this contract are applicable to lines provisioned over AT&T facilities. Standard Business Lines provisioned over another carrier's facilities and the associated usage will be billed at the tariffed rates. These rates will be provided prior to the time the lines are ordered.

4. All other terms and conditions of the Local Services Agreement ("Agreement") dated October 19 2004, and any subsequent Amendments shall remain in full force and effect.

AGREED:

CUSTOMER: INTERCONTINENTAL HOTELS GROUP

By: *James W. Bailey*
(Authorized Signature)

James W. Bailey
(Typed or Printed Name)

(Title) *Director, Hotel Technology & Service*

(Date) *December 7, 2005*

AGREED:

AT&T Corp.

By: *LeW Wallace*
(Authorized Signature)

LeW Wallace
(Typed or Printed Name)

(Title) *Group Manager*

(Date) *12/09/2005*



INTERCONTINENTAL HOTELS GROUP

Rate Schedule 14A
Commonwealth of Kentucky

1. **Services Provided** - AT&T will provide to the Customer and its affiliates the following Local Services in the Commonwealth of Kentucky where facilities permit, in accordance with the provisions of the State Tariff(s) filed by the Affiliates of Teleport Communications Group Inc., as changed from time to time, except as specifically stated in this Contract Tariff.

PrimeXpress Network Service	Prime Digital Trunk Service
PrimePath Service	PrimePlex PRI Service

2. **Rates** – Subject to the Terms and Conditions of the Attachment, the following rates are stabilized for the term of this Attachment. These rates are in lieu of the rates for those elements specified in the Applicable Tariffs.

A. PrimeXpress Network Service

a. Flat Rate Local on T1.5 – Unlimited Usage

Per Trunk	Monthly Recurring
DOD	\$520.00
Combo	\$520.00
DID/DOD	\$520.00
DID	\$520.00

b. Provisioned on AT&T ACCU-Ring DS3 facility

Per Trunk	Monthly Recurring
DOD	\$400.00
Combo	\$400.00
DID/DOD	\$400.00
DID	\$400.00

B. PrimePath Service

Standalone

	Monthly Recurring
Standard Business Line - per line	\$29.10
Basic Trunk - per trunk	\$29.10
DID Trunk - per trunk	\$47.30

Flat Rate – Unlimited Usage

	Monthly Recurring
Standard Business Line - per line	\$25.00
Basic Trunk - per trunk	\$25.00
DID Trunk - per trunk	\$35.00

C. TCG PrimePlex PRI Service

a. Standalone

Flat Rate – Unlimited Usage	Monthly Recurring
Voice and Data	
Initial 23B+D	\$520.00
Each add'l 23B+D/ 24B w/o backup D	\$520.00
23B+ backup D	\$520.00

b. Provisioned on AT&T ACCU-Ring DS3 facility

Flat Rate – Unlimited Usage	Monthly Recurring
Voice and Data	
Initial 23B+D	\$400.00
Each add'l 23B+D/ 24B w/o backup D	\$400.00
23B+ backup D	\$400.00



INTERCONTINENTAL HOTELS GROUP

Rate Schedule 14A
Commonwealth of Kentucky

D. Prime Digital Trunk Service

Flat Rate – Unlimited Usage Per DS0	Monthly Recurring
Facility – DOD	\$22.00
Facility – Combo	\$22.00
Facility – DID/DOD	\$28.00
Facility – DID	\$28.00

H. Features

a. DID Numbers

	Monthly Recurring charge
Initial block of 20	\$2.50 per block
Additional Block of 10	\$1.25 per block

b. Directory Assistance

Directory Assistance	Per Call
All Zones	\$0.9400

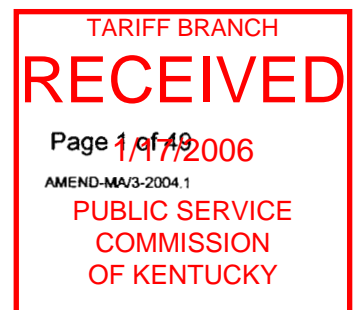


AMENDMENT TO AT&T INTRASTATE SERVICES SERVICE ORDER ATTACHMENT

The AT&T Intrastate Services Service Order Attachment between AT&T Corp. ("AT&T") and NCR Corporation ("Customer"), dated June 24, 2004 (the "Attachment"), is hereby amended as follows:

1. This Amendment replaces the existing State Rate Schedules listed with the attached list of State Rate Schedules:

Schedule 2 A - State of Arizona
Schedule 3 A - State of Arkansas
Schedule 4 A - State of California
Schedule 5 A - State of Colorado
Schedule 6 A - State of Connecticut
Schedule 7 A - State of Delaware
Schedule 8 A - District of Columbia
Schedule 9 A - State of Florida
Schedule 10 A - State of Georgia
Schedule 11 A - State of Hawaii
Schedule 12 A - State of Idaho
Schedule 13 A - State of Illinois
Schedule 14 A - State of Indiana
Schedule 15 A - State of Iowa
Schedule 16 A - State of Kansas
Schedule 17 A - Commonwealth of Kentucky
Schedule 18 A - State of Louisiana
Schedule 19 A - State of Maine
Schedule 20 A - State of Maryland
Schedule 21 A - Commonwealth of Massachusetts
Schedule 22 A - State of Michigan
Schedule 23 A - State of Minnesota
Schedule 24 A - State of Mississippi
Schedule 25 A - State of Montana
Schedule 26 A - State of Nebraska
Schedule 27 A - State of Nevada
Schedule 28 A - State of New Hampshire
Schedule 29 A - State of New Jersey
Schedule 30 A - State of New Mexico
Schedule 31 A - State of New York
Schedule 32 A - State of North Carolina
Schedule 33 A - State of North Dakota
Schedule 34 A - State of Ohio
Schedule 35 A - State of Oregon
Schedule 36 A - Commonwealth of Pennsylvania
Schedule 37 A - State of Rhode Island
Schedule 38 A - State of South Carolina
Schedule 39 A - State of South Dakota
Schedule 40 A - State of Tennessee
Schedule 41 A - State of Texas
Schedule 42 A - State of Utah
Schedule 43 A - State of Vermont
Schedule 44 A - Commonwealth of Virginia
Schedule 45 A - State of Washington
Schedule 46 A - State of West Virginia
Schedule 47 A - State of Wisconsin
Schedule 48 A - State of Wyoming



AT&T MA Reference No. 4822

- 2. This Amendment shall become effective with respect to Intrastate Services to be provided in a state when signed by both parties and any required tariff, price list or other documentation is filed with the Commission of the state in which the Intrastate Services are to be provided and such filing becomes effective in accordance with the Commission's rules and regulations ("Effective Date").
- 3. All other terms and conditions of the Attachment shall remain unchanged.

AGREED:

NCR Corporation: (Legal Name)

By: _____
(Authorized Signature)

Fred Holley
(Typed or Printed Name)

Director, Procurement
(Title)

(Date)

AGREED:

AT&T CORP.

By: Colette Mott
(Authorized Signature)

COLETTE MOTT
(Typed or Printed Name)

CONTRACT MANAGER
(Title)

11-30-2005
(Date)

*11/30/2005
F. Holley*



SCHEDULE 17 A
TO
AT&T INTRASTATE SERVICE ORDER ATTACHMENT
BETWEEN
NCR Corporation
AND
AT&T CORP.

Commonwealth of Kentucky

1. **Service Provided** - AT&T will provide to the Customer and its affiliates the Intrastate Services described below in the Commonwealth of Kentucky in accordance with the provisions of AT&T's intrastate tariff AT&T Communications of the South Central States, LLC., Custom Network Services Tariff – Kentucky Tariff B, as changed from time to time, except as specifically stated in this Attachment.

Usage Rates For Intrastate Corporate Calling Card Global Enhancements ("CCCGE") ~~also known as AT&T Worldwide Calling Card~~ in the commonwealth of Kentucky

	Per Minute
IntraLATA CCCGE Calling Card Service	0.0580
InterLATA CCCGE Calling Card Service	0.0580

The above usage rates are stabilized for the term of the Agreement. All other rates in the Applicable Tariffs shall apply, as amended from time to time.

2. **Minimum Commitment** –
None for service provided.





AT&T MA Reference No. 122147

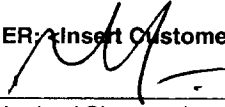
**AT&T INTRASTATE SERVICES
Pricing Schedule**

CUSTOMER Legal Name ("Customer")	AT&T Corp. (or enter AT&T signing entity) ("AT&T")	AT&T Sales Contact Name <input checked="" type="checkbox"/> Primary Contact
Oracle USA, Inc.	AT&T Corp.	Name John Cavalli
CUSTOMER Address	AT&T Corp. Address and Contact	AT&T Sales Contact Information
Street Address 1001 Sunset Blvd City Rocklin State / Province CA Country USA Domestic / International / Zip Code 95765	55 Corporate Drive Bridgewater, New Jersey 08807 Attn: Master Agreement Support Team Email mast@att.com	Street Address 5476 Sontura Ct. City Castro Valley State / Province CA Country USA Domestic / International / Zip Code 94552 Fax Email jcavalli@att.com Sales/Branch Manager Conner SCVP Name Gargiulo
CUSTOMER Contact	AT&T Address and Contact (if signing entity other than AT&T Corp.)	AT&T Authorized Agent Information (if applicable) <input type="checkbox"/> Primary Contact
Name Beverly Wage Title Procurement Manager Telephone 916-315-4215 Fax Email beverlywage@oracle.com	Name Title Telephone Street Address City State / Province Country Domestic / International / Zip Code	Name Company Name Agent Address City State / Province Country Domestic / International / Zip Code Telephone Fax Email Agent Code
CUSTOMER Billing Address		
Street Address City State / Province Country Domestic / International / Zip Code:		

This Pricing Schedule is part of the Master Agreement between AT&T and Customer referenced above.

AGREED:

CUSTOMER: <Insert Customer's Legal Name>

By: 
(Authorized Signature)

(Typed or Printed Name)


Mark Tavianini

(Title) Purchasing Manager, Information Technology

(Date) 11/18/05

AGREED:

AT&T Corp. <Insert Name if Other AT&T Entity>

By: 
(Authorized Signature)

(Typed or Printed Name) LEW WALLACE

(Title) GROUP MANAGER

(Date) 11/18/2005

NJH2005:11:11V2

AT&T/CUSTOMER PROPRIETARY
Page 1 of 5



If this Attachment is not executed by the Customer by 12/03/2005, AT&T reserves the right to withdraw this Attachment.

For AT&T Administrative Use Only
Master Agreement No. _____

Pricing Schedule for AT&T Intrastate Services

1. SERVICES

- CCCGE (also known as AT&T Worldwide Calling Card)

2. JURISDICTION AND TARIFF REFERENCE

- State Tariff information is located on the summary page of this document

3. PRICING SCHEDULE TERM AND EFFECTIVE DATES

Pricing Schedule Term
Coterminous with the Master Agreement between AT&T and Customer

Effective Date of Rates and Discounts	First day of first full billing cycle after the Amended Effective Date of the Master Agreement
--	--

4. MARC

MARC under this Pricing Schedule	None
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Initial MARC required to exist under an AT&T interstate voice/data agreement for the rates and discounts under this Pricing Schedule to be effective	\$ 12,352,200
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4.1 MARC ELIGIBLE

MARC ELIGIBLE SERVICES:	ALL SERVICES CONTAINED IN THIS PRICING SCHEUDLE
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5. DISCOUNTS

Discounts, if any, applicable to these intrastate services set forth in the agreement, MARC Schedule or Pricing Schedule identified in Section 4.

6. PROMOTIONS, CREDITS, WAIVERS AND MINIMUM RETENTION PERIODS

6.1 Promotions

Not Applicable

7. Rates

- See Attached Rate Schedule Page(s)
Rates are provided on the attached rate pages in "cents per minute". The actual billing increments are:

CCCGE	per minute
-------	------------



If this Attachment is not executed by the Customer by 12/03/2005, AT&T reserves the right to withdraw this Attachment.

For AT&T Administrative Use Only
 Master Agreement No. _____

Pricing Schedule for AT&T Intrastate Services

Section 7 – Rates (rates not provided will be billed at tariffed rates)		
Customer Name	Oracle Corporation	
STATE/ COMMONWEALTH	CCCGE (also known as AT&T Worldwide Calling Card)	
	Cents Per Minute	
	CCCGE	
	IntraLata	InterLata
Alabama	0.0700	0.0700
Arkansas	0.0700	0.0700
Arizona	0.0700	0.0700
California	0.0700	0.0700
Colorado	0.0700	0.0700
Connecticut	0.0700	0.0700
District of Columbia	0.0700	0.0700
Delaware	0.0700	0.0700
Florida	0.0700	0.0700
Georgia	0.0700	0.0700
Hawaii	0.0700	0.0700
Iowa	0.0700	0.0700
Idaho	0.0700	0.0700
Illinois	0.0700	0.0700
Indiana	0.0700	0.0700
Kansas	0.0700	0.0700
Kentucky	0.0700	0.0700
Louisiana	0.0700	0.0700
Massachusetts	0.0700	0.0700
Maryland	0.0700	0.0700
Maine	0.0700	0.0700
Michigan	0.0700	0.0700
Minnesota	0.0700	0.0700
Mississippi	0.0700	0.0700
Montana	0.0700	0.0700
North Carolina	0.0700	0.0700
North Dakota	0.0700	0.0700
Nebraska	0.0700	0.0700
New Hampshire	0.0700	0.0700
New Jersey	0.0700	0.0700
New Mexico	0.0700	0.0700
Nevada	0.0700	0.0700
New York	0.0700	0.0700
Ohio	0.0700	0.0700
Oklahoma	0.0700	0.0700
Oregon	0.0700	0.0700
Pennsylvania	0.0700	0.0700
Puerto Rico	0.0700	0.0700
Rhode Island	0.0700	0.0700
South Carolina	0.0700	0.0700
South Dakota	0.0700	0.0700
Tennessee	0.0700	0.0700
Texas	0.0700	0.0700
Utah	0.0700	0.0700

TARIFF BRANCH
RECEIVED
 1/17/2006
 PUBLIC SERVICE
 COMMISSION
 OF KENTUCKY

Oracle Corporation

If this Attachment is not executed by the Customer by 12/03/2005, AT&T reserves the right to withdraw this Attachment.

For AT&T Administrative Use Only
Master Agreement No. _____

Pricing Schedule for AT&T Intrastate Services

Section 7 – Rates (rates not provided will be billed at tariffed rates)		
Customer Name	Oracle Corporation	
STATE/ COMMONWEALTH	CCCGE (also known as AT&T Worldwide Calling Card)	
	Cents Per Minute	
	CCCGE	
	IntraLata	InterLata
Virginia	0.0700	0.0700
Vermont	0.0700	0.0700
Washington	0.0700	0.0700
Wisconsin	0.0700	0.0700
West Virginia	0.0700	0.0700
Wyoming	0.0700	0.0700



Oracle Corporation

If this Attachment is not executed by the Customer by 12/03/2005, AT&T reserves the right to withdraw this Attachment.

For AT&T Administrative Use Only

Master Agreement No. _____

Pricing Schedule for AT&T Intrastate Services

AT&T INTRASTATE SERVICES PRICING SCHEDULE INCLUDES PRICING FOR INTRASTATE SERVICES PROVIDED IN THE STATE(S) NOTED BELOW

Alabama - AT&T Communications of the South Central States, LLC. Alabama Custom Network Services Tariff	Arkansas - AT&T Communications of the Southwest, Inc.. Arkansas Custom Network Service Tariff
Arizona - AT&T Communications of the Mountain States, Inc.. Arizona Telecommunications Services Tariff	California - AT&T Communications of California, Inc.. Custom Network Services Tariff SCHEDULE Cal. P.U.C. NO. B-T
Colorado - AT&T Communications of the Mountain States, Inc.. Custom Network Services Colorado PUC No. 7	Connecticut - AT&T Communications of New England, Inc.. Custom Network Services Tariff D.P.U.C. No. 1
District of Columbia - AT&T Communications of Washington D. C., LLC. Custom Network Services Tariff P.S.C. D.C. No. 4	Delaware - AT&T Communications of Delaware, LLC. Custom Network Service P.S.C. Del.-No. 7
Florida - AT&T Communications of the Southern States, LLC. Custom Network Services Tariff C - Florida	Georgia - AT&T Communications of the Southern States, LLC. Georgia Custom Network Services Tariff
Hawaii - AT&T Communications of Hawaii, Inc.. A1PL-T	Iowa - AT&T Iowa. Custom Network Services
Idaho - AT&T Communications of the Mountain States, Inc.. Idaho Custom Network Services Tariff	Illinois - AT&T Communications of Illinois, Inc.. Custom Network Service, ILL C.C. No. 9
Indiana - AT&T Communications of Indiana, GP. Tariff I.U.R.C. No. T-1, Custom Network Services	Kansas - AT&T Communications of the Southwest, Inc.. Kansas Custom Network Services
Kentucky - AT&T Communications of the South Central States, LLC. Kentucky Custom Network Services Tariff	Louisiana - AT&T Communications of the South Central States, Inc.. Louisiana Custom Network Services Tariff
Massachusetts - AT&T Communications of New England Inc.. Custom Network Services Tariff D.T.E. - Mass. No. 2	Maryland - AT&T Communications of Maryland, Inc.. Custom Network Services Tariff P.S.C.-Md.-No. 8 - First Revised
Maine - AT&T Communications of New England, Inc.. Maine P.U.C. NO. 2 Custom Network Services	Michigan - AT&T Communications of Michigan. Tariff M.P.S.C. No. 11U, Custom Network Services
Minnesota - AT&T Communications of the Midwest, Inc.. Custom Network Services Tariff - Minnesota	Mississippi - AT&T Communications of the South Central States, LLC. Mississippi Custom Network Services Tariff
Montana - AT&T Communications of the Mountain States, Inc.. Montana Custom Network Services Tariff	North Carolina - AT&T Communications of the Southern States, LLC. Custom Network Services Tariff C - North Carolina
North Dakota - AT&T Communications of the Midwest, Inc.. Custom Network Services Tariff State of North Dakota	Nebraska - AT&T Communications of the Midwest, Inc.. Nebraska Custom Network Services Tariff
New Hampshire - AT&T Communications of New England, Inc.. New Hampshire Custom Network Services Tariff	New Jersey - AT&T Communications of New Jersey, Inc.. Custom Network Services Tariff B.R.C.-N.J.-No.-1
New Mexico - AT&T Communications of the Mountain States, Inc.. New Mexico Custom Network Services Tariff	Nevada - AT&T. Nevada Custom Network Services Price List
New York - AT&T Communications of New York, Inc.. Custom Network Services Tariff P.S.C. No.12 - Telephone	Ohio - AT&T Communications of Ohio, Inc.. Custom Network Services P.U.C.O. No. 5
Oklahoma - AT&T Communications of the Southwest, Inc.. Oklahoma Custom Network Service Price List	Oregon - AT&T Oregon. Custom Network Services
Pennsylvania - AT&T Communications of Pennsylvania, LLC. Custom Network Services Pa. P.U.C.-No. 18	Puerto Rico - AT&T Communications of Puerto Rico, Inc.. Custom Network Services Tariff Intraisland Tariff No. 2
Rhode Island - AT&T Communications of New England, Inc.. Rhode Island Custom Network Service P.U.C. No. 2	South Carolina - AT&T Communications of the Southern States, LLC. South Carolina Custom Network Services Tariff
South Dakota - AT&T Communications of the Midwest, Inc.. Custom Network Services State of South Dakota	Tennessee - AT&T Communications of the South Central States, LLC. Tennessee Custom Network Services Tariff
Texas - AT&T Communications of the Texas, L.P.. Custom Network Services Tariff	Utah - AT&T Communications of the Mountain States, Inc.. Utah Price List Custom Network Services
Virginia - AT&T Communications of Virginia, LLC. Wide Area Telephone Service Tariff S.C.C.-Va.-No. 5	Vermont - AT&T Communications of New England, Inc.. P.S.B. No. 1 Tariff Information
Washington - AT&T Communications of the Pacific Northwest, Inc.. Custom Network Services Schedule 15 Washington Price List	Wisconsin - AT&T Communications of Wisconsin, LP. P.S.C. of W. No. 11 Custom Network Service
West Virginia - AT&T Communications of West Virginia. Custom Network Services Tariff P.S.C.-W.Va.-No.8	Wyoming - AT&T Communications of the Mountain States, Inc.. P.S.C. Wyoming No. 2, Custom Network Services Tariff

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RECEIVED
 1/17/2006
 PUBLIC SERVICE
 COMMISSION
 OF KENTUCKY

Oracle USA - PUC

If this Attachment is not executed by the Customer by 01/04/2006, AT&T reserves the right to withdraw this Attachment.

For AT&T Administrative Use Only

Master Agreement No. _____

Pricing Schedule for AT&T Intrastate Services

1. SERVICES

- AT&T SDN OneNet® ("OneNet")

2. JURISDICTION AND TARIFF REFERENCE

- Commonwealth of Kentucky - Schedule 17
- AT&T Communications of the South Central States, LLC
- Kentucky Custom Network Services Tariff

3. PRICING SCHEDULE TERM AND EFFECTIVE DATES

Pricing Schedule Term	Term Start Date
Coterminous with the agreement, MARC Schedule or Pricing Schedule identified in Section 4, below	First day of first full billing cycle after Effective Date of this Pricing Schedule

Effective Date of Rates and Discounts	First day of first full billing cycle after Effective Date of this Pricing Schedule
---------------------------------------	---

4. MARC

MARC under this Pricing Schedule	None
----------------------------------	------

Initial MARC required to exist under an AT&T interstate voice/data agreement for the rates and discounts under this Pricing Schedule to be effective	\$ 0
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4.1 MARC ELIGIBLE

MARC ELIGIBLE SERVICES:	ALL SERVICES CONTAINED IN THIS PRICING SCHEUDLE
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5. DISCOUNTS

Discounts, if any, applicable to these intrastate services set forth in the agreement, MARC Schedule or Pricing Schedule identified in Section 4, above.

6. PROMOTIONS, CREDITS, WAIVERS AND MINIMUM RETENTION PERIODS

6.1 Promotions

Not Applicable

7. RATES

7.1. Intrastate SDN OneNet Usage Rates:

7.1.1. Intrastate SDN OneNet Usage Rates:

	Initial 18 Seconds or Fraction	Each Add'l 6 Seconds or Fraction
IntraLata Schedule A	\$0.0633	\$0.0211
IntraLata Schedule B	\$0.0225	\$0.0075
IntraLata Schedule C	\$0.0114	\$0.0038
InterLata Schedule A	\$0.0633	\$0.0211
InterLata Schedule B	\$0.0225	\$0.0075
InterLata Schedule C	\$0.0114	\$0.0038



AMENDMENT TO
LOCAL SERVICE AGREEMENT
BETWEEN
AT&T CORP.
AND
SAFECO INSURANCE COMPANY

Teleport Communications Group Inc. and its affiliates (hereunder jointly referred to as "AT&T") and Safeco Insurance Company ("Customer") hereby agree to amend the above referenced Local Service Agreement ("Agreement") dated March 26, 2003, and any subsequent Amendments. This Amendment will become effective when signed by both parties, and any required tariff, price list, or other documentation is filed with the appropriate regulatory body of the state in which the Local Services are to be provided and the Commission, if required, authorizes the rates, charges, terms and conditions agreed upon herein ("Effective Date").

The parties agree to amend this Agreement as follows:

1. **Schedule 3 A for the State of California is added to this Agreement and supersedes all previous Local Prime Services Agreements, providing service in the state of California, between AT&T and Customer.**
2. **The Local Services Agreement Attachment shall be revised by adding the following rate schedules in the states noted.**

Schedule 1	State of New York	Schedule 20	State of Minnesota
Schedule 4	State of Alabama	Schedule 21	State of Nebraska
Schedule 5	State of Arizona	Schedule 22	State of Nevada
Schedule 6	State of Colorado	Schedule 23	State of New Hampshire
Schedule 7	State of Connecticut	Schedule 24	State of New Jersey
Schedule 8	State of Delaware	Schedule 25	State of North Carolina
Schedule 9	District of Columbia	Schedule 26	State of Ohio
Schedule 10	State of Florida	Schedule 27	State of Oregon
Schedule 11	State of Georgia	Schedule 28	Commonwealth of Pennsylvania
Schedule 12	State of Illinois	Schedule 29	State of Rhode Island
Schedule 13	State of Indiana	Schedule 30	State of Tennessee
Schedule 14	State of Iowa	Schedule 31	State of Texas
Schedule 15	State of Kansas	Schedule 32	State of Utah
Schedule 16	Commonwealth of Kentucky	Schedule 33	Commonwealth of Virginia
Schedule 17	State of Maryland	Schedule 34	State of Washington
Schedule 18	Commonwealth of Massachusetts	Schedule 35	State of Wisconsin
Schedule 19	State of Michigan		

4. Section 2, Term shall now read:

2. **Term** - This Attachment will become effective with respect to the Local Services to be provided in a State when signed by both parties and any required tariff, price list, or other documentation is filed with the Commission of that State and such filing becomes effective in accordance with that Commission's rules and regulations ("Effective Date"). The term, discounts, and rates for Local Services in each State commence beginning the first day of Customer's first full billing cycle after the Effective Date of this Attachment for such State for new Local Services, and the first day of Customer's second full billing cycle after the Effective Date of this Attachment for such State for existing Local Services. This Attachment will be coterminous with Customer's AT&T Term and Volume Commitment ("TVC"), referenced in Section 6 below and will automatically terminate upon termination or expiration of such Attachment. Upon expiration of the Term of this Attachment, all Local Services remaining in service will be provided by AT&T under the terms and rates specified in the Applicable Tariffs or Service Guide or, if applicable, the Schedules (which may be changed by AT&T after Term expiration upon thirty (30) days advance written notice), until termination by either party upon thirty (30) days advance written notice. No new Local Services may be ordered by Customer under this Attachment after the expiration of its Term. No renewal is available for this Attachment, unless otherwise agreed by the parties.



AMENDMENT TO
LOCAL SERVICE AGREEMENT
BETWEEN
AT&T CORP.
AND
SAFECO INSURANCE COMPANY

5. Section 4, Minimum Commitments shall now read:

4. **Minimum Commitments** - There is no separate Minimum Annual Revenue Commitment ("MARC") for the Local Services provided under this Attachment.

6. Section 5 Discontinuance will be deleted and replaced by the following:

5. **Discounts; Repayment upon Service Termination.** The rates for the Local Services provided under this Attachment are in lieu of, and not in addition to, any and all other promotions, discounts, credits and waivers (collectively, "Discounts") to which Customer is, or would otherwise be, entitled to receive for the Local Services, except that Customer will receive Discounts offered under the Applicable Tariffs which waive installation charges only and for which the Customer is eligible under the conditions specified in the Applicable Tariffs. Provided, however, that Customer will be required to repay AT&T for any Discounts or waivers of non-recurring charges received in connection with the installation of the Local Service in the event that Customer cancels or terminates any individual Local Service receiving such Discounts or waivers of non-recurring charges less than twelve (12) months after the commencement of billing for such individual Local Service.

7. Section 6, Eligibility shall now read:

6. **Eligibility** - The rates contained in this Attachment are contingent upon Customer subscribing to at least \$5,750,000 per year in interstate services under an AT&T Term and Volume Commitment ("TVC"). This Attachment is available only to Customers who order service within ninety (90) days after the Effective Date of this Attachment.

All other terms and conditions of the Local Service Agreement ("Agreement") shall remain in full force and effect.

IN WITNESS WHEREOF, CUSTOMER, and AT&T execute this Agreement by their duly authorized representatives.

SAFECO INSURANCE COMPANY

By: *J. Seney*

Title: EVP - CFO

Date: 12-16-05

AT&T CORP.

By: *Lew Wallace*
LEW WALLACE

Title: Group Manager

Date: 12-19-2005



SAFECO INSURANCE COMPANY

Rate Schedule (#) 16

Commonwealth of Kentucky

1. **Services Provided** - AT&T will provide to the Customer and its affiliates the following Local Services in the **Commonwealth of Kentucky**, where facilities permit, in accordance with the provisions of the State Tariff(s) filed by the Affiliates of Teleport Communications Group Inc., as changed from time to time, except as specifically stated in this Contract Tariff.

2. **Rates** - Subject to the Terms and Conditions of the Attachment, the following rates are stabilized for the term of this Attachment. These rates are in lieu of the rates for those elements specified in the Applicable Tariffs. Rates are based on Customer-selected term. In the event that Customer fails to designate a term in its order for a Local Service, the term corresponding to the rate billed to the Customer for the Local Service will be the Customer-selected term.

A. PrimePlex PRI

FLAT RATE SERVICE (including local usage transmitted over these facilities)

<i>Voice and Data</i>	Monthly Recurring Charge
Initial 23B+D	\$528.50
Each add'l 23B+D/ 24B w/o backup D	\$528.50
23B+ backup D	\$528.50

B. PrimeXpress Network Service

FLAT RATE SERVICE (including local usage transmitted over these facilities)

Stand Alone

	Monthly Recurring Charge
Per Trunk	
DOD	\$528.50
Combo	\$528.50
DID/DOD	\$528.50
DID	\$528.50

C. Feature

DID Numbers	Per Block
Initial 20 number block	\$2.44
Additional 10 number block	\$1.24



AMENDMENT TO AT&T INTRASTATE SERVICES SERVICE ORDER ATTACHMENT

The AT&T Intrastate Services Service Order Attachment between AT&T Corp. ("AT&T") and Safelite Group, Inc., Successor in Interest to Safelite Glass Corp ("Customer"), dated December 6, 2002 (the "Attachment"), is hereby amended as follows:

1. This Amendment replaces all existing State Rate Schedules with State Rate Schedules (1 A through 15A) and adds State Rate Schedules (16 through 42) listed below.

Schedule 1 A - State of Alabama
Schedule 2 A - State of Florida
Schedule 3 A - Commonwealth of Kentucky
Schedule 4 A - State of Louisiana
Schedule 5 A - State of Maryland
Schedule 6 A - State of Michigan
Schedule 7 A - State of New Jersey
Schedule 8 A - State of New York
Schedule 9 A - State of North Carolina
Schedule 10 A - State of Ohio
Schedule 11 A - Commonwealth of Pennsylvania
Schedule 12 A - State of South Carolina
Schedule 13 A - State of Texas
Schedule 14 A - Commonwealth of Virginia
Schedule 15 A - State of Washington
Schedule 16 - State of Arizona
Schedule 17 - State of Arkansas
Schedule 18 - State of California
Schedule 19 - State of Colorado
Schedule 20 - State of Connecticut
Schedule 21 - State of Delaware
Schedule 22 - State of Georgia
Schedule 23 - State of Hawaii
Schedule 24 - State of Idaho
Schedule 25 - State of Illinois
Schedule 26 - State of Indiana
Schedule 27 - State of Iowa
Schedule 28 - State of Kansas
Schedule 29 - Commonwealth of Massachusetts
Schedule 30 - State of Minnesota
Schedule 31 - State of Mississippi
Schedule 32 - State of Montana
Schedule 33 - State of Nebraska
Schedule 34 - State of Nevada
Schedule 35 - State of New Mexico
Schedule 36 - State of North Dakota
Schedule 37 - State of Oklahoma
Schedule 38 - State of Oregon
Schedule 39 - State of South Dakota

2. **Section 4. Eligibility** is replaced in its entirety with Section 4 below:

4. **Eligibility** - The prices contained in this Attachment are contingent upon Customer subscribing to interstate services under an AT&T Interstate Voice/Data Agreement having a minimum annual revenue commitment in the aggregate of at least \$1,500,000.

CM/PB2005.11.21V1
 CM/PB2005.11.22V2
 Cm/PB2005.12.21V3
 Amend 1 V3

**AT&T and Customer Proprietary
 AT&T Intrastate Service**

TARIFF BRANCH
 Page 1 of 41
RECEIVED
AMEND/MA/3-2004

1/17/2006

PUBLIC SERVICE
 COMMISSION
 OF KENTUCKY

AT&T MA Reference No. _____

3. This Amendment shall become effective with respect to Intrastate Services to be provided in a state when signed by both parties and any required tariff, price list or other documentation is filed with the Commission of the state in which the Intrastate Services are to be provided and such filing becomes effective in accordance with the Commission's rules and regulations ("Effective Date").

4. All other terms and conditions of the Attachment shall remain unchanged

AGREED:

① Safelite Group, Inc., Successor in Interest to Safelite Glass Corp.: (Legal Name)

By: *D. A. Horn*
(Authorized Signature)

DOUGLAS A. Horn
(Typed or Printed Name)

CFO
(Title)

1/4/06
(Date)

AGREED:

AT&T CORP.

By: *R. Brian Clark*
(Authorized Signature)

R. Brian Clark
(Typed or Printed Name)

Sales Center Vice President
(Title)

01/05/2006
(Date)

QV jek

CM/PB2005:11:21V1
CM/PB2005:11:22V2
Cm/PB2005:12:21V3
Amend 1 V3

AT&T and Customer Proprietary
AT&T Intrastate Service

TARIFF BRANCH
Page 2 of 41
RECEIVED
1/17/2006
PUBLIC SERVICE
COMMISSION
OF KENTUCKY

AT&T MA Reference No. _____

**SCHEDULE 3 A
TO
AT&T INTRASTATE SERVICE ORDER ATTACHMENT
BETWEEN
SAFELITE GROUP INC., SUCCESSOR IN INTEREST TO SAFELITE GLASS CORP.
AND
AT&T CORP.**

Commonwealth of Kentucky

1. **Service Provided** - AT&T will provide to the Customer and its affiliates the Intrastate Services described below in the Commonwealth of Kentucky in accordance with the provisions of AT&T's intrastate tariff AT&T Communications of the South Central States, LLC, Kentucky Custom Network Services Tariff, as changed from time to time, except as specifically stated in this Attachment.

**AT&T SDN OneNet® ("OneNet")
MEGACOM® 800 ("Megacom 800")
800 ReadyLINE® ("800 Readyline")**

A. The Intrastate OneNet usage rates shall be:

	Initial 18 Seconds	Each Addl' 6 Seconds of Fraction
IntraLATA Schedule A	\$ 0.0240	\$ 0.0080
IntraLATA Schedule B	\$ 0.0273	\$ 0.0091
IntraLATA Schedule C	\$ 0.0273	\$ 0.0091
InterLATA Schedule A	\$ 0.0324	\$ 0.0108
InterLATA Schedule B	\$ 0.0207	\$ 0.0069
InterLATA Schedule C	\$ 0.0207	\$ 0.0069

B. The Intrastate Megacom 800 usage rates shall be:

	Rate per Hour
IntraLATA	\$ 5.48
InterLATA	\$ 3.11

C. The Intrastate 800 Readyline usage rates shall be:

	Rate per Hour
IntraLATA	\$ 6.66
InterLATA	\$ 6.66

The above usage rates are stabilized for the Term of the Agreement. All other rates in the Applicable Tariffs shall apply, as amended from time to time.

2. **Minimum Commitment**
None for Services Provided

CM/PB2005:11:21V1
CM/PB2005:11:22V2
Cm/PB2005:12:21V3
Amend 1 V3

AT&T and Customer Proprietary
AT&T Intrastate Service



AT&T MA Reference No. _____

AMENDMENT TO AT&T INTRASTATE SERVICES SERVICE ORDER ATTACHMENT

The AT&T Intrastate Services Service Order Attachment between AT&T Corp. ("AT&T") and State Farm Mutual Automobile Insurance Company ("Customer"), dated October 23, 2002 (the "Attachment"), and prior Amendments are hereby amended as follows:

1. This Amendment replaces all existing State schedules and rates listed below with the attached list of State Schedules. State Rate Schedules for the State of Hawaii and the District of Columbia remain unchanged.

Schedule 1 B – State of Alabama
Schedule 2 C – State of Arizona
Schedule 3 C – State of Colorado
Schedule 4 B – State of Florida
Schedule 5 B – State of Georgia
Schedule 6 C – State of Illinois
Schedule 7 B – State of Indiana
Schedule 8 B – State of Kansas
Schedule 9 B – State of Louisiana
Schedule 10 B – State of Maryland
Schedule 11 C – State of Michigan
Schedule 12 B – State of Minnesota
Schedule 13 C – State of Nebraska
Schedule 14 C – State of New Jersey
Schedule 15 C – State of New York
Schedule 16 B – State of North Carolina
Schedule 17 C – State of Ohio
Schedule 18 – State of Oklahoma
Schedule 19 C – State of Oregon
Schedule 20 B – Commonwealth of Pennsylvania
Schedule 21 B – State of Tennessee
Schedule 22 C – Commonwealth of Virginia
Schedule 23 B – State of Washington
Schedule 24 B – State of Wisconsin
Schedule 25 A – State of Arkansas
Schedule 26 B – State of California
Schedule 27 A – State of Connecticut
Schedule 28 A – State of Delaware
Schedule 31 A – State of Idaho
Schedule 32 A – State of Iowa
Schedule 33 A – Commonwealth of Kentucky
Schedule 34 A – State of Maine
Schedule 35 A – Commonwealth of Massachusetts
Schedule 36 A – State of Mississippi
Schedule 37 A – State of Montana
Schedule 38 A – State of Nevada
Schedule 39 A – State of New Hampshire
Schedule 40 A – State of New Mexico
Schedule 41 A – State of North Dakota
Schedule 42 A – State of Rhode Island
Schedule 43 A – State of South Carolina
Schedule 44 A – State of South Dakota
Schedule 45 B – State of Texas
Schedule 46 A – State of Utah
Schedule 47 A – State of Vermont
Schedule 48 A – State of West Virginia

CM/PB2005:10:17V1
 CM/PB2005:12:20V2
 Amend 3 V2

AT&T and Customer Proprietary
AT&T Intrastate Service



AMENDMENT

AT&T MA Reference No. 0167

Schedule 49 A - State of Wyoming

2. This Amendment shall become effective with respect to Intrastate Services to be provided in a state when signed by both parties and any required tariff, price list or other documentation is filed with the Commission of the state in which the Intrastate Services are to be provided and such filing becomes effective in accordance with the Commission's rules and regulations ("Effective Date").

3. All other terms and conditions of the Attachment shall remain unchanged.

AGREED:

AGREED:

State Farm Mutual Automobile Insurance Company: (Legal Name)

AT&T CORP.

By: [Signature]
(Authorized Signature)

By: [Signature]
(Authorized Signature)

Randy Wiltse
(Typed or Printed Name)

COLETTE MOTT
(Typed or Printed Name)

VP-Systems
(Title)

CONTRACT MANAGER
(Title)

12/21/05
(Date)

12-21-2005
(Date)



AT&T MA Reference No. _____

**SCHEDULE 33 A
TO
AT&T INTRASTATE SERVICE ORDER ATTACHMENT
BETWEEN
STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY
AND
AT&T CORP.**

Commonwealth of Kentucky

1. Service Provided - AT&T will provide to the Customer and its affiliates the Intrastate Services described below in the Commonwealth of Kentucky in accordance with the provisions of AT&T's intrastate tariff AT&T Communications of the South Central States, LLC., Custom Network Services Tariff – Kentucky Tariff B, as changed from time to time, except as specifically stated in this Attachment.

Usage Rates For Intrastate Services

Virtual Telecommunications Network Service® ("VTNS")

A. The Intrastate VTNS usage rates shall be:

	Initial 18 Seconds	Each Addl' 6 Seconds of Fraction
IntraLATA Schedule A1	\$ 0.0102	\$ 0.0034
InterLATA Schedule A0	\$ 0.0102	\$ 0.0034
IntraLATA Schedule B1	\$ 0.0252	\$ 0.0084
InterLATA Schedule B0	\$ 0.0252	\$ 0.0084
IntraLATA Schedule C1	\$ 0.0315	\$ 0.0105
InterLATA Schedule C0	\$ 0.0390	\$ 0.0130
IntraLATA Schedule D1	\$ 0.0294	\$ 0.0098
InterLATA Schedule D0	\$ 0.0294	\$ 0.0098
IntraLATA Schedule E1	\$ 0.0333	\$ 0.0111
InterLATA Schedule E0	\$ 0.0411	\$ 0.0137

The above usage rates are stabilized for the Term of the Agreement. All other rates in the Applicable Tariffs shall apply, as amended from time to time.

2. Minimum Commitment
None for Services Provided.





Doc ID:

AT&T MA Reference No. 2020

**AT&T Digital Link Service
Pricing Schedule**

CUSTOMER Legal Name ("Customer")	AT&T Corp. (or enter AT&T signing entity) ("AT&T")	AT&T Sales Contact Name <input type="checkbox"/> Primary Contact
Circuit City	AT&T Corp.	Name Dennis Dellinger
CUSTOMER Address	AT&T Corp. Address and Contact	AT&T Sales Contact Information
Street Address 9950 Mayland Drive City Richmond State / Province VA Country USA Domestic / International / Zip Code 23233	55 Corporate Drive Bridgewater, New Jersey 08807 Attn: Master Agreement Support Team Email mast@att.com	Street Address 1003 Forest Avenue City Grotoes State / Province VA Country USA Domestic / International / Zip Code 24441 Fax Email Ddellinger@att.com Sales/Branch Manager Mike Jenkins SCVP Name Dave Albano
CUSTOMER Contact	AT&T Address and Contact (if signing entity other than AT&T Corp.)	AT&T Authorized Agent Information (if applicable) <input type="checkbox"/> Primary Contact
Name Richard Golden Title VP-Computer Services Telephone 804-527-4000 Fax Email Richard_Golden@circuitcity.com	Name Title Telephone Street Address City State / Province Country Domestic / International / Zip Code	Name Company Name Agent Address City State/Province Country Domestic/International/Zip Code Telephone Fax Email Agent Code
CUSTOMER Billing Address		
Street Address City State / Province Country Domestic / International / Zip Code:		

This Pricing Schedule is part of the Agreement between AT&T and Customer referenced above.

CUSTOMER: Circuit City

AT&T Corp.

By: *[Signature]*
(Authorized Signature)

By: *[Signature]*
(Authorized Signature)

(Typed or Printed Name) *Michael L. Jones*

(Typed or Printed Name) *Lew Wallace*

(Title) *Senior VP/Chief Information Officer*

(Title) *Group Manager*

(Date) *12-2-05*

(Date) *12/06/2005*



Pricing Schedule for AT&T Digital Link Service

1. SERVICES

- AT&T Digital Link Service

2. PRICING SCHEDULE TERM AND EFFECTIVE DATES

Pricing Schedule Term	Term Start Date
Coterminous with the agreement or Pricing Schedule identified in Section 3, below Not to Exceed 12/31/2008	First day of first full billing cycle after Effective Date of this Pricing Schedule

Effective Date of Rates and Discounts	First day of first full billing cycle after Effective Date of this Pricing Schedule

3. MARC

MARC under this Pricing Schedule	None

Initial MARC required to exist under another AT&T agreement, MARC Schedule or Pricing Schedule for the rates under this Pricing Schedule to be effective	\$9,000,000

3.1 MARC ELIGIBLE

MARC ELIGIBLE SERVICES:	ALL SERVICES CONTAINED IN THIS PRICING SCHEDULE

4. DISCOUNTS

Discounts, if any, applicable to these services are set forth in the agreement, MARC Schedule or Pricing Schedule identified in Section 3, above

5. CREDITS, WAIVERS AND MINIMUM RETENTION PERIODS

5.1 Credits

Amount of Credit	Month of Pricing Schedule Term in which Credit is Paid
None	N/A

5.2 Waivers

Charges Waived	Month of Pricing Schedule Term in which Charges are waived	Minimum Retention Period
Installation Charge waivers as set forth in the Applicable Tariff of Service Guide	N/A	12 Months

6. RATES

See attached Rate Schedules.



Pricing Schedule for AT&T Digital Link Service

SCHEDULE NO. 1

Circuit City

Kentucky

1. **Services Provided** – AT&T will provide to the Customer and its affiliates the following Local Services in the state of Kentucky, where facilities permit, in accordance with the provisions of AT&T Communications of the South Central States, Inc., as changed from time to time, except as specifically stated in this Schedule.

AT&T Digital Link Service – AT&T SDN OneNet Service

2. **Rates** - The rates in this Schedule are subject to Section 3 of this Agreement, but are otherwise stabilized for the term of this Agreement. All other rates in the Applicable AT&T Tariffs will apply.

If Customer purchases a half-DS1 of ADL DOD service, on a Flat Rate Calling Plan offered under the Applicable Tariff, Customer will be charged an amount equal to two DID channels only, per location.

3. **No Additional Discounts** - The rates in this Schedule are in lieu of, and not in addition to, any and all other AT&T promotions, discounts, credits and waivers to which Customer is, or would otherwise be, entitled to receive for ADL Service. However, this will not prohibit Customer from receiving any credits, discounts or promotions for which it would be entitled to under any AT&T interstate agreement, including those calculated with reference to Customer's use of the Local Services.

AT&T Digital Link Service calls provided in connection with AT&T SDN OneNet Service - Rate Schedule B

	Day		Evening		Night	
	Initial 18 Seconds or Fraction	Each Add'l 6 Seconds or Fraction	Initial 18 Seconds or Fraction	Each Add'l 6 Seconds or Fraction	Initial 18 Seconds or Fraction	Each Add'l 6 Seconds or Fraction
Mileage						
All	\$0.0060	\$0.0020	\$0.0060	\$0.0020	\$0.0060	\$0.0020





Contract ID: 2065881

AT&T MA Reference No.
121181

**AT&T INTRASTATE SERVICES
Pricing Schedule**

CUSTOMER Legal Name ("Customer")	AT&T Corp. (or enter AT&T signing entity ("AT&T"))	AT&T Sales Contact Name <input type="checkbox"/> Primary Contact
Dairy Farmers of America	AT&T Corp.	Name Jeff Brunkhorst
CUSTOMER Address	AT&T Corp. Address and Contact	AT&T Sales Contact Information
Street Address 10220 NW Ambassador City Kansas City State / Province MO Country USA Domestic / International / Zip Code 64153	55 Corporate Drive Bridgewater, New Jersey 08807 Attn: Master Agreement Support Team Email mast@att.com	Street Address 2121 E 63 rd Street City Kansas City State / Province MO Country USA Domestic / International / Zip Code 64130 Fax Email jbrunkhorst@att.com Sales/Branch Manager Roy Brackett SCVP Name Roy Brackett
CUSTOMER Contact	AT&T Address and Contact (if signing entity other than AT&T Corp.)	AT&T Authorized Agent Information (if applicable) <input type="checkbox"/> Primary Contact
Name Joel Clark Title VP of Accounting and IT Telephone 816-801-6460 Fax 816-801-6461 Email jclark@dfamilk.com	Name Title Telephone Street Address City State / Province Country Domestic / International / Zip Code	Name Company Name Agent Address City State / Province Country Domestic / International / Zip Code Telephone Fax Email Agent Code
CUSTOMER Billing Address		
Street Address 10220 NW Ambassador City Kansas City State / Province MO Country USA Domestic / International / Zip Code:		

This Pricing Schedule is part of the Agreement between AT&T and Customer referenced above.

AGREED:

CUSTOMER: Dairy Farmers of America Inc.

By: 
(Authorized Signature)

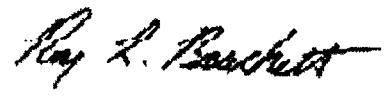
Joel Clark
(Typed or Printed Name)

VP of Accounting and IT
(Title)

(Date) 12-9-05

AGREED:

AT&T Corp.

By: 
(Authorized Signature)

Roy Brackett
(Typed or Printed Name)

Sales Center Vice President
(Title)

(Date) 1-5-06

NJH2005:12:21V7



Dairy Farmers of America, Inc.

For AT&T Administrative Use Only

If this Attachment is not executed by the Customer by 01/20/2006, AT&T reserves the right to withdraw this Attachment.

Master Agreement No. _____

Pricing Schedule for AT&T Intrastate Services

1. SERVICES

- SDN/OneNet
- Megacom800
- 800 ReadyLine

2. JURISDICTION AND TARIFF REFERENCE

- State Tariff information is located on the summary page of this document

3. PRICING SCHEDULE TERM AND EFFECTIVE DATES

Pricing Schedule Term	Term Start Date
Coterminous with the agreement, MARC Schedule or Pricing Schedule identified in Section 4, below	First day of first full billing cycle after Effective Date of this Pricing Schedule

Effective Date of Rates and Discounts	First day of first full billing cycle after Effective Date of this Pricing Schedule
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5. DISCOUNTS

Discounts, if any, applicable to these intrastate services set forth in the agreement, MARC Schedule or Pricing Schedule identified in Section 4.

6. PROMOTIONS, CREDITS, WAIVERS AND MINIMUM RETENTION PERIODS

6.1 Promotions

Not Applicable

7. Rates

- See Attached Rate Schedule Page(s)
Rates are provided on the attached rate pages in "cents per minute". The actual billing increments are:

SDN/OneNet	initial 18/additional 6 seconds
Megacom 800	initial 30/additional 1 seconds
800 ReadyLine	initial 30/additional 1 seconds

4. MARC

MARC under this Pricing Schedule	None
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Initial MARC required to exist under an AT&T interstate voice/data agreement for the rates and discounts under this Pricing Schedule to be effective	\$ 900,000
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4.1 MARC ELIGIBLE

MARC ELIGIBLE SERVICES:	ALL SERVICES CONTAINED IN THIS PRICING SCHEUDLE
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Dairy Farmers of America, Inc.

For AT&T Administrative Use Only

If this Attachment is not executed by the Customer by 01/20/2006, AT&T reserves the right to withdraw this Attachment.

Master Agreement No. _____

Pricing Schedule for AT&T Intrastate Services

Section 7 – Rates (rates not provided will be billed at tariffed rates)										
Customer Name	Dairy Farmers of America, Inc.									
STATE/ COMMONWEALTH	SDN/OneNet									
	Cents Per Minute									
	Schedules A		Schedules B		Schedules C		Megacom 800		800 ReadyLine	
	IntraLata	InterLata	IntraLata	InterLata	IntraLata	InterLata	IntraLata	InterLata	IntraLata	InterLata
California	\$0.0650	\$0.0750	\$0.0450	\$0.0550	--	--	\$0.0545	\$0.0492	--	--
Colorado	\$0.1750	--	\$0.1000	\$0.1090	\$0.0650	--	--	--	--	--
Florida	\$0.1150	\$0.1350	--	--	--	--	--	--	--	\$0.1000
Iowa	\$0.1530	\$0.1800	--	--	--	--	--	--	--	--
Illinois	--	\$0.0930	--	--	--	--	--	--	--	--
Indiana	\$0.0820	\$0.0850	--	--	--	--	--	--	\$0.1000	\$0.1000
Kansas	--	--	\$0.0910	\$0.1180	--	--	--	--	\$0.1545	\$0.1363
Kentucky	\$0.1000	\$0.1360	\$0.0820	--	--	--	\$0.0818	\$0.0818	\$0.1363	\$0.1363
Louisiana	\$0.0820	\$0.0910	--	--	--	--	--	--	\$0.1545	\$0.1363
Maryland	--	\$0.1180	--	--	--	--	--	--	--	--
Minnesota	--	--	\$0.0930	\$0.0930	\$0.0640	--	--	--	--	--
Nebraska	--	--	\$0.0730	\$0.0730	--	--	--	--	--	--
New Mexico	\$0.2240	--	\$0.1180	--	\$0.0730	--	--	\$0.1363	\$0.2200	--
New York	\$0.1000	\$0.1180	\$0.0730	\$0.0730	--	--	\$0.0818	\$0.0818	--	--
Ohio	\$0.0820	\$0.0820	\$0.0550	\$0.0550	\$0.0530	--	\$0.0727	\$0.0727	--	--
Oklahoma	--	--	--	--	--	--	--	--	\$0.1545	\$0.1363
Pennsylvania	\$0.1090	\$0.1450	\$0.0730	\$0.0820	\$0.0600	--	\$0.0763	\$0.0763	\$0.1055	\$0.1473
Tennessee	\$0.0730	\$0.1000	\$0.0550	\$0.0550	--	--	\$0.0637	\$0.0637	\$0.0818	\$0.1000
Texas	\$0.1360	\$0.1360	\$0.0820	\$0.0820	\$0.0530	\$0.0510	\$0.0818	\$0.0818	\$0.1492	\$0.1600
Utah	\$0.1180	--	\$0.0730	--	\$0.0530	--	--	\$0.0727	--	--
Virginia	--	\$0.1550	--	--	--	--	--	--	--	--
Wisconsin	\$0.1000	\$0.1180	\$0.0730	\$0.0730	--	--	\$0.0818	\$0.0818	\$0.1000	\$0.1308
West Virginia	\$0.1180	\$0.1360	--	--	--	--	--	--	--	--



Dairy Farmers of America, Inc.

For AT&T Administrative Use Only

If this Attachment is not executed by the Customer by 01/20/2006, AT&T reserves the right to withdraw this Attachment.

Master Agreement No. _____

Pricing Schedule for AT&T Intrastate Services

AT&T INTRASTATE SERVICES PRICING SCHEDULE INCLUDES PRICING FOR INTRASTATE SERVICES PROVIDED IN THE STATE(S) NOTED BELOW

Dairy Farmers of America, Inc.

California - AT&T Communications of California, Inc.. Custom Network Services Tariff SCHEDULE Cal. P.U.C. NO. B-T	Colorado - AT&T Communications of the Mountain States, Inc.. Custom Network Services Colorado PUC No. 7
Florida - AT&T Communications of the Southern States, LLC. Custom Network Services Tariff C - Florida	Iowa - AT&T Iowa. Custom Network Services
Illinois - AT&T Communications of Illinois, Inc.. Custom Network Service, ILL C.C. No. 9	Indiana - AT&T Communications of Indiana, GP. Tariff I.U.R.C. No. T-1, Custom Network Services
Kansas - AT&T Communications of the Southwest, Inc.. Kansas Custom Network Services	Kentucky - AT&T Communications of the South Central States, LLC. Kentucky Custom Network Services Tariff
Louisiana - AT&T Communications of the South Central States, Inc.. Louisiana Custom Network Services Tariff	Maryland - AT&T Communications of Maryland, Inc.. Custom Network Services Tariff P.S.C.-Md.-No. 8 - First Revised
Minnesota - AT&T Communications of the Midwest, Inc.. Custom Network Services Tariff - Minnesota	Nebraska - AT&T Communications of the Midwest, Inc.. Nebraska Custom Network Services Tariff
New Mexico - AT&T Communications of the Mountain States, Inc.. New Mexico Custom Network Services Tariff	New York - AT&T Communications of New York, Inc.. Custom Network Services Tariff P.S.C. No.12 - Telephone
Ohio - AT&T Communications of Ohio, Inc.. Custom Network Services P.U.C.O. No. 5	Oklahoma - AT&T Communications of the Southwest, Inc.. Oklahoma Custom Network Service Price List
Pennsylvania - AT&T Communications of Pennsylvania, LLC. Custom Network Services Pa. P.U.C.-No. 18	Tennessee - AT&T Communications of the South Central States, LLC. Tennessee Custom Network Services Tariff
Texas - AT&T Communications of the Texas, L.P.. Custom Network Services Tariff	Utah - AT&T Communications of the Mountain States, Inc.. Utah Price List Custom Network Services
Virginia - AT&T Communications of Virginia, LLC. Wide Area Telephone Service Tariff S.C.C.-Va.-No. 5	Wisconsin - AT&T Communications of Wisconsin, LP. P.S.C. of W. No. 11 Custom Network Service
West Virginia - AT&T Communications of West Virginia. Custom Network Services Tariff P.S.C.-W.Va.-No.8	

TARIFF BRANCH
RECEIVED
 1/12/2006
 PUBLIC SERVICE
 COMMISSION
 OF KENTUCKY

Dairy Farmers of America, Inc.

If this Attachment is not executed by the Customer by 01/20/2006, AT&T reserves the right to withdraw this Attachment.

For AT&T Administrative Use Only Master Agreement No. _____

Pricing Schedule for AT&T Intrastate Services

1. SERVICES

- AT&T SDN OneNet® ("OneNet")
- MEGACOM® 800 ("Megacom 800")
- 800 READYLINE® ("800 Readyline")

Discounts, if any, applicable to these intrastate services set forth in the agreement, MARC Schedule or Pricing Schedule identified in Section 4, above.

2. JURISDICTION AND TARIFF REFERENCE

- Commonwealth of Kentucky - Schedule 17
- AT&T Communications of the South Central States, LLC
- Kentucky Custom Network Services Tariff

6. PROMOTIONS, CREDITS, WAIVERS AND MINIMUM RETENTION PERIODS

6.1 Promotions

Not Applicable

3. PRICING SCHEDULE TERM AND EFFECTIVE DATES

Pricing Schedule Term	Term Start Date
Coterminous with the agreement, MARC Schedule or Pricing Schedule identified in Section 4, below	First day of first full billing cycle after Effective Date of this Pricing Schedule

Effective Date of Rates and Discounts	First day of first full billing cycle after Effective Date of this Pricing Schedule

7. RATES

7.1. Intrastate SDN OneNet Usage Rates:

7.1.1. Intrastate SDN OneNet Usage Rates:

	Initial 18 Seconds or Fraction	Each Add'l 6 Seconds or Fraction
IntraLata Schedule A	\$0.0300	\$0.0100
IntraLata Schedule B	\$0.0246	\$0.0082
InterLata Schedule A	\$0.0408	\$0.0136

7.1.2. Intrastate Megacom 800 Usage Rates:

Dedicated – Sch B	Rate per Hour
IntraLata	\$4.91
InterLata	\$4.91

7.1.3. Intrastate 800 Readyline Usage Rates:

Switched – Sch A	Rate per Hour
IntraLata	\$8.18
InterLata	\$8.18

4. MARC

MARC under this Pricing Schedule	None
----------------------------------	------

Initial MARC required to exist under an AT&T interstate voice/data agreement for the rates and discounts under this Pricing Schedule to be effective	\$ 900,000
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4.1 MARC ELIGIBLE

MARC ELIGIBLE SERVICES:	ALL SERVICES CONTAINED IN THIS PRICING SCHEDULE
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5. DISCOUNTS





**AT&T Intrastate Services
Service Order Attachment**

CUSTOMER Legal Name ("Customer")	AT&T Corp. (or enter AT&T signing entity) ("AT&T")	AT&T Sales Contact Name <input checked="" type="checkbox"/> Primary Contact
Safeco Insurance Company of America	AT&T Corp.	Name: Janet Ellis
CUSTOMER Address	AT&T Corp. Address and Contact	AT&T Sales Contact Information
Street Address Safeco Plaza City Seattle State/Province WA Country USA Domestic/International Zip Code 98185	55 Corporate Drive Bridgewater, New Jersey 08807 Attn: Master Agreement Support Team Email: mast@att.com	Street Address 15500 SE 30 th Place City Bellevue State / Province WA Country USA Domestic / International / Zip Code 98007 Fax 281 664-9951 Email jcellis@att.com Sales/Branch Manager Thad Coming SCVP Name Ellen Gargiulo
CUSTOMER Contact	AT&T Address and Contact (if signing entity other than AT&T Corp.)	AT&T Authorized Agent Information (if applicable) <input type="checkbox"/> Primary Contact
Name: Lisa Griseto Title: Sr Buyer, Corporate Procurement Telephone: 206 925-1226 Fax: Email: lsgri@safeco.com	Name Title Telephone Street Address City State / Province Country: Domestic / International / Zip Code:	Name Company Name Agent Address City State / Province Country Domestic / International / Zip Code Telephone Fax Email Agent Code
CUSTOMER Billing Address		Select Offer/Service
Street Address Safeco Plaza City Seattle State/Province WA Country USA Domestic/International Zip Code 98185		VTNS

This Service Order Attachment (and its Terms and Conditions and Schedules) is part of the Agreement between AT&T and Customer referenced above.

The order of priority in the event of inconsistency among terms shall be the Applicable Tariffs, to the extent required by applicable law to take precedence over conflicting negotiated terms and conditions; this Cover Page and Service Order Attachment; the Agreement's general terms and conditions; the Applicable Tariffs, to the extent not required by applicable law to take precedence over conflicting negotiated terms and conditions and the AT&T Service Guide.

AGREED:

CUSTOMER: Safeco Insurance Company of America

By: *[Signature]*
(Authorized Signature)

YOM SENEOR
(Typed or Printed Name)

EVP - CFO

AGREED:

AT&T Corp.

By: *[Signature]*
(Authorized Signature)

Lew Wallace
(Typed or Printed Name)

Group Manager

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Page 1 of 2
PUBLIC SERVICE
COMMISSION
OF KENTUCKY

(Title)

12-8-05

(Date)

(Title)

12-13-2005

(Date)



AT&T MA Reference No. 120239

AT&T INTRASTATE SERVICES SERVICE ORDER ATTACHMENT INCLUDES RATE SCHEDULE(S) FOR INTRASTATE SERVICES PROVIDED IN THE STATE(S) NOTED BELOW

Safeco Insurance Company of America

State of Alabama
State of Arkansas
State of Arizona
State of California
State of Colorado
State of Connecticut
State of Delaware
State of Florida
State of Georgia
State of Iowa
State of Idaho
State of Illinois
State of Indiana
State of Kansas
Commonwealth of Kentucky
State of Louisiana
Commonwealth of Massachusetts
State of Maryland
State of Michigan
State of Minnesota
State of Mississippi
State of Montana
State of Nebraska
State of New Jersey
State of New Mexico
State of Nevada
State of New York
State of North Carolina
State of North Dakota
State of Ohio
State of Oklahoma
State of Oregon
Commonwealth of Pennsylvania
State of Rhode Island
State of South Carolina
State of South Dakota
State of Tennessee
State of Texas
State of Utah
Commonwealth of Virginia
State of Washington
State of Wisconsin
State of West Virginia

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 PUBLIC SERVICE
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 OF KENTUCKY



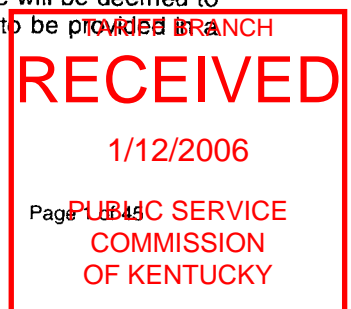
AT&T TVC Reference No. _____
AT&T MA Reference No. _____

**AT&T Intrastate Services
Service Order Attachment**

1. **Services Provided** - AT&T will provide to Customer the intrastate services specified in the attached Schedules ("Intrastate Services") (i) in accordance with the provisions of the applicable AT&T intrastate tariffs governing the Intrastate Services ("Applicable Tariffs"), as changed from time to time, and (ii) if there are no Applicable Tariffs, in accordance with the applicable provisions of the AT&T Business Service Guide located at <http://www.serviceguide.att.com/ABS/ext/index.cfm>, as changed from time to time, except in each case, as specifically provided in this Attachment. In the event an Applicable Tariff is withdrawn by AT&T or tariffing is no longer permitted or required by the appropriate regulatory body of a state in which Intrastate Services are to be provided (the "Commission"), the terms of the last tariffed service offering continue to govern the provision of such service in that state for the remainder of the Term of this Attachment, except that rates will continue to fluctuate to the same extent that they could before detariffing.
2. **Term** - This Attachment shall become effective with respect to Intrastate Services to be provided in a state when signed by both parties and any required tariff, price list, or other documentation is filed with the Commission of the state in which the Intrastate Services are to be provided and such filing becomes effective in accordance with that Commission's rules and regulations ("Effective Date"). The term, discounts and rates commence beginning the first day of Customer's first full billing cycle after the Effective Date of this Attachment for such state. This Attachment shall be coterminous with Customer's AT&T Term and Volume Commitment ("TVC") referenced in Section 5 below and shall automatically terminate upon termination or expiration of such Attachment. Upon termination of this Attachment, all service components remaining in service will be provided by AT&T subject to AT&T's standard rates and terms and conditions governing such Intrastate Service.
3. **Charges** - The contract rates and any related terms and conditions for the Intrastate Services are set forth in the Schedules to this Attachment.
4. **Regulatory Surcharges** - Regardless of any stabilization that may appear in this Attachment for the Intrastate Services, AT&T reserves the right to increase charges as a result of expenses incurred by AT&T reasonably relating to regulatory assessments stemming from an order, rule or regulation of the Federal Communications Commission ("FCC") (to the extent the FCC has jurisdiction over the Intrastate Services), the Commission or other regulatory authority or court having competent jurisdiction (including but not limited to payphone, PICC and USF related expenses).
5. **Eligibility** - The prices contained in this Attachment are contingent upon Customer subscribing to interstate services under an AT&T Term and Volume Commitment ("TVC").
6. **No Additional Discounts** - The rates for Intrastate Services provided under this Attachment are in lieu of any and all other AT&T promotions, discounts, credits and waivers to which Customer is, or would otherwise be, entitled to receive for the Intrastate Services. However, this shall not prohibit Customer from receiving any credits, discounts or promotions for which it would be entitled under any AT&T interstate agreement, including those calculated with reference to Customer's use of the Intrastate Services.
7. **Minimum Commitments** - Any minimum commitments for the Intrastate Services and any related terms and conditions are set forth in the Schedules to this Attachment. Customer acknowledges that such commitments are in addition to, and not in lieu of, any commitments entered into by Customer with AT&T or any of its affiliates pursuant to any agreement or attachment (including, but not limited to, the AT&T Term and Volume Commitment ("TVC") referenced in Section 5, above).
8. **Commission Jurisdiction** - This Attachment is subject to the jurisdiction of various Commissions and each Schedule shall therefore be subject to such changes or modifications as the controlling Commission may direct from time to time in the exercise of its jurisdiction. Therefore, for this purpose, each Schedule will be deemed to be a separate agreement and the parties' obligations with respect to the Intrastate Services to be provided in a

AT&T and Customer Proprietary
AT&T Intrastate Services

CM/PB2005:11:18V2
Cm/PB2005:12:01V3.1bdm
CM/PB2005:12:07V4bdm



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AT&T TVC Reference No. _____
AT&T MA Reference No. _____

specific state shall be construed and interpreted under the laws of that state, excluding its choice of law rules. Either party may terminate an affected Schedule if the Commission of the corresponding State changes its rules or regulations or issues an order or a ruling (or a court of competent jurisdiction issues such an order or a ruling) (a "Regulatory Change") which materially and adversely affects that Schedule or the ability of AT&T to provide the Intrastate Service in accordance with the prices, terms and conditions set forth therein or incorporated therein by reference. However, a Regulatory Change shall not be considered material and adverse to Customer if (i) it affects only Intrastate Services not in substantial use by Customer at the time of the revision or (ii) it changes rates and charges that are not fixed (stabilized) in a Schedule to this Attachment.

AT&T and Customer Proprietary
AT&T Intrastate Services

CM/PB2005:11:18V2
Cm/PB2005:12:01V3.1bdm
CM/PB2005:12:07V4bdm

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AT&T TVC Reference No. _____
AT&T MA Reference No. _____

**SCHEDULE 15
TO
AT&T INTRASTATE SERVICE ORDER ATTACHMENT
BETWEEN
Safeco Insurance Company of America
AND
AT&T CORP.**

Commonwealth of Kentucky

1. Service Provided - AT&T will provide to the Customer and its affiliates the Intrastate Services described below in the Commonwealth of Kentucky in accordance with the provisions of AT&T's intrastate tariff AT&T Communications of the South Central States, LLC., Custom Network Services Tariff – Kentucky Tariff B, as changed from time to time, except as specifically stated in this Attachment.

Usage Rates For Intrastate Services

Virtual Telecommunications Network Service® ("VTNS")

A. The Intrastate VTNS usage rates shall be:

	Initial 18 Seconds or Fraction	Each Add'l 6 Seconds or Fraction
IntraLata Schedule C1	\$0.0348	\$0.0116
InterLata Schedule C0	\$0.0348	\$0.0116

The above usage rates are stabilized for the Term of the Agreement. All other rates in the Applicable Tariffs shall apply, as amended from time to time.

2. Minimum Commitment
None for Services Provided.

AT&T and Customer Proprietary
AT&T Intrastate Services

CM/PB2005:11:18V2
Cm/PB2005:12:01V3.1bdm
CM/PB2005:12:07V4bdm



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Contract ID: 2061461

AT&T MA Reference No. 103642

**AT&T INTRASTATE SERVICES
Pricing Schedule**

CUSTOMER Legal Name ("Customer")	AT&T Corp. (or enter AT&T signing entity ("AT&T"))	AT&T Sales Contact Name <input type="checkbox"/> Primary Contact
The McGraw-Hill Companies, Inc.	AT&T Corp.	Jamal Jumani
CUSTOMER Address	AT&T Corp. Address and Contact	AT&T Sales Contact Information
148 Princeton-Hightstown Road Hightstown, NJ 08520	55 Corporate Drive Bridgewater, New Jersey 08807 Attn: Master Agreement Support Team Email mast@att.com	55 Corporate Drive Bridgewater, NJ 08807-0000 Fax : 908-658-2360 Email jamani@att.com Sales/Branch Manager : Michael J. Weinstein SCVP : William Eifert
CUSTOMER Contact	AT&T Address and Contact (if signing entity other than AT&T Corp.)	AT&T Authorized Agent Information (if applicable) <input type="checkbox"/> Primary Contact
Name : Gordon Long Title : VP Strategic Alliances Telephone : 609-426-5000 Email glong@mcgraw-hill.com	Name Title Telephone Street Address City State / Province Country Domestic / International / Zip Code	Name Company Name Agent Address City State / Province Country Domestic / International / Zip Code Telephone Fax Email Agent Code
CUSTOMER Billing Address		
148 Princeton-Hightstown Road Hightstown, NJ 08520		

This Pricing Schedule is part of the Agreement between AT&T and Customer referenced above.

AGREED:

CUSTOMER: The McGraw-Hill Companies, Inc.

By: [Signature]
(Authorized Signature)

By: [Signature]
(Authorized Signature)

Typed or Printed Name: ROBERT J. BOHACH

Typed or Printed Name: Harold W. McGraw, III

Title: EVP & CFO

Title: Chairman, President & CEO

Date: 12/6/05

Date: 12/8/05

AGREED:

AT&T Corp.

By: [Signature]
(Authorized Signature)

Typed or Printed Name: Lew Wallace

Title: Group manager

Date: 12/09/2005

NJH2005:11:14V2
CM/PB2005:11:15V6

AT&T/CUSTOMER PROPRIETARY
Page 1 of 5



The Mc Graw-Hill Companies Inc

For AT&T Administrative Use Only

If this Attachment is not executed by the Customer by 12/03/2005, AT&T reserves the right to withdraw this Attachment.

Master Agreement No. _____

Pricing Schedule for AT&T Intrastate Services

1. SERVICES

- SDN/OneNet
- Megacom800
- 800 ReadyLine

2. JURISDICTION AND TARIFF REFERENCE

- State Tariff information is located on the summary page of this document

3. PRICING SCHEDULE TERM AND EFFECTIVE DATES

Pricing Schedule Term	Term Start Date
Coterminous with the AT&T SDN OneNet Pricing Schedule	First day of first full billing cycle after Effective Date of this Pricing Schedule

Effective Date of Rates and Discounts	First day of first full billing cycle after Effective Date of this Pricing Schedule
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4. MARC

MARC under this Pricing Schedule	None
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Minimum Term Revenue Commitment (MTRC) required to exist under another AT&T agreement or Pricing Schedule as of the Effective Date of this Pricing Schedule	\$ 17,500,000
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4.1 MTRC ELIGIBLE

MTRC ELIGIBLE SERVICES:	ALL SERVICES CONTAINED IN THIS PRICING SCHEDULE
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5. DISCOUNTS

Discounts, if any, applicable to these intrastate services set forth in the agreement, MARC Schedule or Pricing Schedule identified in Section 3.

6. PROMOTIONS, CREDITS, WAIVERS AND MINIMUM RETENTION PERIODS

6.1 Promotions

Not Applicable

7. Rates

- **See Attached Rate Schedule Page(s)**

Rates are provided on the attached rate pages in "cents per minute". The actual billing increments are:

SDN/OneNet	initial 18/additional 6 seconds
Megacom 800	initial 30/additional 1 seconds
800 ReadyLine	initial 30/additional 1 seconds



The Mc Graw-Hill Companies Inc

For AT&T Administrative Use Only

If this Attachment is not executed by the Customer by 12/03/2005, AT&T reserves the right to withdraw this Attachment.

Master Agreement No. _____

Pricing Schedule for AT&T Intrastate Services

Section 7 – Rates (rates not provided will be billed at tariffed rates)										
Customer Name	The Mc Graw-Hill Companies Inc									
STATE/ COMMONWEALTH	SDN/OneNet									
	Cents Per Minute									
	Schedules A		Schedules B		Schedules C		Megacom 800		800 ReadyLine	
	IntraLata	InterLata	IntraLata	InterLata	IntraLata	InterLata	IntraLata	InterLata	IntraLata	InterLata
Alabama	\$0.0850	\$0.0850	\$0.0700	\$0.0700	\$0.0470	\$0.0470	\$0.0962	\$0.0962	\$0.1175	\$0.1483
Arkansas	\$0.1790	\$0.1790	\$0.1260	\$0.1260	\$0.0790	\$0.0790	\$0.1015	\$0.1015	\$0.1522	\$0.1522
Arizona	\$0.1730	\$0.1730	\$0.1430	\$0.1430	\$0.0710	\$0.0710	\$0.1398	\$0.1398	\$0.1732	\$0.1732
California	\$0.0480	\$0.0830	\$0.0530	\$0.0530	\$0.0290	\$0.0290	\$0.0528	\$0.0528	\$0.0597	\$0.0597
Colorado	\$0.1330	\$0.1330	\$0.0890	\$0.0890	\$0.0410	\$0.0410	\$0.0822	\$0.0767	\$0.1547	\$0.1223
Connecticut	\$0.1550	\$0.1550	\$0.1100	\$0.1100	\$0.0450	\$0.0450	\$0.1388	\$0.1388	\$0.1977	\$0.1977
Delaware	\$0.1460	\$0.0430	\$0.0970	\$0.0970	\$0.0550	\$0.0550	\$0.1373	\$0.1373	\$0.2103	\$0.2103
Florida	\$0.1840	\$0.2170	\$0.1420	\$0.1420	\$0.0630	\$0.0630	\$0.1222	\$0.1440	\$0.1273	\$0.1697
Georgia	\$0.0850	\$0.1030	\$0.0580	\$0.0620	\$0.0510	\$0.0510	\$0.0598	\$0.0962	\$0.0855	\$0.1048
Hawaii	\$0.2350	\$0.2350	\$0.1780	\$0.1780	\$0.0890	\$0.0890	\$0.1442	\$0.1855	\$0.2105	\$0.2105
Iowa	\$0.1400	\$0.1530	\$0.0810	\$0.0860	\$0.0490	\$0.0490	\$0.1115	\$0.0827	\$0.1848	\$0.1555
Idaho	\$0.1710	\$0.1710	\$0.1120	\$0.1120	\$0.0700	\$0.0700	\$0.1442	\$0.1442	\$0.2297	\$0.2297
Illinois	\$0.0730	\$0.0730	\$0.0380	\$0.0380	\$0.0270	\$0.0270	\$0.0407	\$0.0407	\$0.0727	\$0.0727
Indiana	\$0.0970	\$0.0970	\$0.0490	\$0.0490	\$0.0710	\$0.0710	\$0.1335	\$0.1335	\$0.0972	\$0.0972
Kansas	\$0.1820	\$0.1820	\$0.1100	\$0.1100	\$0.0510	\$0.0510	\$0.1282	\$0.1282	\$0.2403	\$0.2628
Kentucky	\$0.1480	\$0.1480	\$0.0970	\$0.0970	\$0.0510	\$0.0510	\$0.1122	\$0.1122	\$0.1548	\$0.2028
Louisiana	\$0.1460	\$0.1460	\$0.0950	\$0.0950	\$0.0620	\$0.0620	\$0.1245	\$0.1245	\$0.1817	\$0.1817
Massachusetts	\$0.0960	\$0.1780	\$0.0890	\$0.1000	\$0.0670	\$0.0670	\$0.1333	\$0.1333	\$0.1817	\$0.1817
Maryland	\$0.0890	\$0.0860	\$0.0580	\$0.0580	\$0.0560	\$0.0560	\$0.0907	\$0.0907	\$0.0860	\$0.0860
Maine	\$0.2190	\$0.2190	\$0.1100	\$0.1100	\$0.0500	\$0.0500	\$0.1922	\$0.1922	\$0.2082	\$0.2082
Michigan	\$0.0810	\$0.0810	\$0.0570	\$0.0570	\$0.0760	\$0.0760	\$0.0567	\$0.0567	\$0.0808	\$0.0808
Minnesota	\$0.1330	\$0.1330	\$0.0820	\$0.0820	\$0.0690	\$0.0690	\$0.1228	\$0.1228	\$0.1868	\$0.1868
Mississippi	\$0.1820	\$0.1820	\$0.1390	\$0.1430	\$0.1180	\$0.1180	\$0.1533	\$0.1533	\$0.2168	\$0.2028
Montana	\$0.1510	\$0.1510	\$0.0370	\$0.1250	\$0.0710	\$0.0710	\$0.1533	\$0.1533	\$0.2168	\$0.2168
North Carolina	\$0.1260	\$0.1260	\$0.0940	\$0.0850	\$0.0330	\$0.0330	\$0.1015	\$0.1015	\$0.1335	\$0.1868
North Dakota	\$0.1960	\$0.1960	\$0.1100	\$0.1100	\$0.0750	\$0.0750	\$0.1335	\$0.1335	\$0.2137	\$0.2137
Nebraska	\$0.1240	\$0.1240	\$0.0760	\$0.0760	\$0.0390	\$0.0390	\$0.0802	\$0.0802	\$0.1282	\$0.1388
New Hampshire	\$0.2390	\$0.2390	\$0.0980	\$0.0980	\$0.0890	\$0.0890	\$0.1380	\$0.1380	\$0.2847	\$0.2847
New Jersey	\$0.0970	\$0.0970	\$0.0490	\$0.0730	\$0.0570	\$0.0570	\$0.0728	\$0.0567	\$0.1045	\$0.1045
New Mexico	\$0.2050	\$0.2050	\$0.1330	\$0.1330	\$0.0650	\$0.0650	\$0.1513	\$0.1513	\$0.2315	\$0.2315
Nevada	\$0.1420	\$0.1420	\$0.1140	\$0.1140	\$0.0710	\$0.0710	\$0.1408	\$0.1408	\$0.1903	\$0.1903
New York	\$0.0810	\$0.0810	\$0.0740	\$0.0740	\$0.0290	\$0.0290	\$0.0742	\$0.0742	\$0.0815	\$0.0815
Ohio	\$0.0810	\$0.0810	\$0.0490	\$0.0490	\$0.0410	\$0.0410	\$0.0485	\$0.0485	\$0.0808	\$0.0808
Oklahoma	\$0.1750	\$0.1750	\$0.1240	\$0.1240	\$0.0850	\$0.0850	\$0.1602	\$0.1602	\$0.2137	\$0.2445
Oregon	\$0.1510	\$0.2020	\$0.1390	\$0.1390	\$0.0850	\$0.0850	\$0.1213	\$0.1213	\$0.2348	\$0.2348
Pennsylvania	\$0.1200	\$0.1200	\$0.0600	\$0.0660	\$0.0670	\$0.0670	\$0.1388	\$0.1388	\$0.1198	\$0.1198
Rhode Island	\$0.0910	\$0.0910	\$0.0580	\$0.0580	\$0.0550	\$0.0550	\$0.1363	\$0.1363	\$0.2047	\$0.2047
South Carolina	\$0.1370	\$0.1370	\$0.0900	\$0.0900	\$0.0500	\$0.0500	\$0.1468	\$0.1067	\$0.1655	\$0.1977
South Dakota	\$0.1820	\$0.1820	\$0.1390	\$0.1430	\$0.1180	\$0.1180	\$0.1533	\$0.1533	\$0.2168	\$0.2028
Tennessee	\$0.0760	\$0.0760	\$0.0990	\$0.0990	\$0.0460	\$0.0460	\$0.1015	\$0.1015	\$0.1363	\$0.1363
Texas	\$0.1340	\$0.1340	\$0.0800	\$0.0800	\$0.0380	\$0.0380	\$0.0797	\$0.0797	\$0.1175	\$0.1175
Utah	\$0.1820	\$0.1820	\$0.0980	\$0.0980	\$0.0690	\$0.0690	\$0.1175	\$0.1175	\$0.1208	\$0.1208
Virginia	\$0.1090	\$0.1090	\$0.1170	\$0.0910	\$0.0650	\$0.0650	\$0.1157	\$0.1157	\$0.1208	\$0.1208

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The Mc Graw-Hill Companies Inc

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Master Agreement No. _____

Pricing Schedule for AT&T Intrastate Services

Section 7 – Rates (rates not provided will be billed at tariffed rates)										
Customer Name	The Mc Graw-Hill Companies Inc									
STATE/ COMMONWEALTH	SDN/OneNet									
	Cents Per Minute									
	Schedules A		Schedules B		Schedules C		Megacom 800		800 ReadyLine	
	IntraLata	InterLata	IntraLata	InterLata	IntraLata	InterLata	IntraLata	InterLata	IntraLata	InterLata
Vermont	\$0.0290	\$0.1220	\$0.0910	\$0.0910	\$0.0500	\$0.0500	\$0.0962	\$0.0962	\$0.1388	\$0.2178
Washington	\$0.1180	\$0.1330	\$0.0760	\$0.0670	\$0.1180	\$0.1180	\$0.0907	\$0.0907	\$0.1645	\$0.0907
Wisconsin	\$0.1560	\$0.1560	\$0.1070	\$0.1070	\$0.0490	\$0.0490	\$0.1187	\$0.1187	\$0.1963	\$0.1963
West Virginia	\$0.1330	\$0.1330	\$0.0840	\$0.0840	\$0.0490	\$0.0490	\$0.1067	\$0.1067	\$0.1602	\$0.2007
Wyoming	\$0.1380	\$0.1380	\$0.1070	\$0.0890	\$0.0450	\$0.0450	\$0.1122	\$0.1122	\$0.1602	\$0.2273



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Pricing Schedule for AT&T Intrastate Services

AT&T INTRASTATE SERVICES PRICING SCHEDULE INCLUDES PRICING FOR INTRASTATE SERVICES PROVIDED IN THE STATE(S) NOTED BELOW

The Mc Graw-Hill Companies Inc

Alabama - AT&T Communications of the South Central States, LLC. Alabama Custom Network Services Tariff	Arkansas - AT&T Communications of the Southwest, Inc.. Arkansas Custom Network Service Tariff
Arizona - AT&T Communications of the Mountain States, Inc.. Arizona Telecommunications Services Tariff	California - AT&T Communications of California, Inc.. Custom Network Services Tariff SCHEDULE Cal. P.U.C. NO. B-T
Colorado - AT&T Communications of the Mountain States, Inc.. Custom Network Services Colorado PUC No. 7	Connecticut - AT&T Communications of New England, Inc.. Custom Network Services Tariff D.P.U.C. No. 1
Delaware - AT&T Communications of Delaware, LLC. Custom Network Service P.S.C. Del.-No. 7	Florida - AT&T Communications of the Southern States, LLC. Custom Network Services Tariff C - Florida
Georgia - AT&T Communications of the Southern States, LLC. Georgia Custom Network Services Tariff	Hawaii - AT&T Communications of Hawaii, Inc.. A1PL-T
Iowa - AT&T Iowa. Custom Network Services	Idaho - AT&T Communications of the Mountain States, Inc.. Idaho Custom Network Services Tariff
Illinois - AT&T Communications of Illinois, Inc.. Custom Network Service, ILL C.C. No. 9	Indiana - AT&T Communications of Indiana, GP. Tariff I.U.R.C. No. T-1, Custom Network Services
Kansas - AT&T Communications of the Southwest, Inc.. Kansas Custom Network Services	Kentucky - AT&T Communications of the South Central States, LLC. Kentucky Custom Network Services Tariff
Louisiana - AT&T Communications of the South Central States, Inc.. Louisiana Custom Network Services Tariff	Massachusetts - AT&T Communications of New England Inc.. Custom Network Services Tariff D.T.E. - Mass. No. 2
Maryland - AT&T Communications of Maryland, Inc.. Custom Network Services Tariff P.S.C.-Md.-No. 8 - First Revised	Maine - AT&T Communications of New England, Inc.. Maine P.U.C. NO. 2 Custom Network Services
Michigan - AT&T Communications of Michigan. Tariff M.P.S.C. No. 11U, Custom Network Services	Minnesota - AT&T Communications of the Midwest, Inc.. Custom Network Services Tariff - Minnesota
Mississippi - AT&T Communications of the South Central States, LLC. Mississippi Custom Network Services Tariff	Montana - AT&T Communications of the Mountain States, Inc.. Montana Custom Network Services Tariff
North Carolina - AT&T Communications of the Southern States, LLC. Custom Network Services Tariff C - North Carolina	North Dakota - AT&T Communications of the Midwest, Inc.. Custom Network Services Tariff State of North Dakota
Nebraska - AT&T Communications of the Midwest, Inc.. Nebraska Custom Network Services Tariff	New Hampshire - AT&T Communications of New England, Inc.. New Hampshire Custom Network Services Tariff
New Jersey - AT&T Communications of New Jersey, Inc.. Custom Network Services Tariff B.R.C.-N.J.-No.-1	New Mexico - AT&T Communications of the Mountain States, Inc.. New Mexico Custom Network Services Tariff
Nevada - AT&T. Nevada Custom Network Services Price List	New York - AT&T Communications of New York, Inc.. Custom Network Services Tariff P.S.C. No.12 - Telephone
Ohio - AT&T Communications of Ohio, Inc.. Custom Network Services P.U.C.O. No. 5	Oklahoma - AT&T Communications of the Southwest, Inc.. Oklahoma Custom Network Service Price List
Oregon - AT&T Oregon. Custom Network Services	Pennsylvania - AT&T Communications of Pennsylvania, LLC. Custom Network Services Pa. P.U.C.-No. 18
Rhode Island - AT&T Communications of New England, Inc.. Rhode Island Custom Network Service P.U.C. No. 2	South Carolina - AT&T Communications of the Southern States, LLC. South Carolina Custom Network Services Tariff
South Dakota - AT&T Communications of the Midwest, Inc.. Custom Network Services State of South Dakota	Tennessee - AT&T Communications of the South Central States, LLC. Tennessee Custom Network Services Tariff
Texas - AT&T Communications of the Texas, L.P.. Custom Network Services Tariff	Utah - AT&T Communications of the Mountain States, Inc.. Utah Price List Custom Network Services
Virginia - AT&T Communications of Virginia, LLC. Wide Area Telephone Service Tariff S.C.C.-Va.-No. 5	Vermont - AT&T Communications of New England, Inc.. P.S.B. No. 1 Tariff Information
Washington - AT&T Communications of the Pacific Northwest, Inc.. Custom Network Services Schedule 15 Washington Price List	Wisconsin - AT&T Communications of Wisconsin, LP. P.S.C. of W. No. 11 Custom Network Service
West Virginia - AT&T Communications of West Virginia. Custom Network Services Tariff P.S.C.-W.Va.-No.8	Wyoming - AT&T Communications of the Mountain States, Inc.. P.S.C. Wyoming No. 2, Custom Network Services Tariff

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Master Agreement No. _____

Pricing Schedule for AT&T Intrastate Services

1. SERVICES

- AT&T SDN OneNet® ("OneNet")
- MEGACOM® 800 ("Megacom 800")
- 800 READYLINE® ("800 Readyline")

Discounts, if any, applicable to these intrastate services set forth in the agreement, MARC Schedule or Pricing Schedule identified in Section 4, above.

2. JURISDICTION AND TARIFF REFERENCE

- Commonwealth of Kentucky - Schedule 17
- AT&T Communications of the South Central States, LLC
- Kentucky Custom Network Services Tariff

6. PROMOTIONS, CREDITS, WAIVERS AND MINIMUM RETENTION PERIODS

6.1 Promotions

Not Applicable

3. PRICING SCHEDULE TERM AND EFFECTIVE DATES

7. RATES

7.1. Intrastate SDN OneNet Usage Rates:

7.1.1. Intrastate SDN OneNet Usage Rates:

Pricing Schedule Term	Term Start Date
Coterminous with the agreement, MARC Schedule or Pricing Schedule identified in Section 4, below	First day of first full billing cycle after Effective Date of this Pricing Schedule

	Initial 18 Seconds or Fraction	Each Add'l 6 Seconds or Fraction
IntraLata Schedule A	\$0.0444	\$0.0148
IntraLata Schedule B	\$0.0291	\$0.0097
IntraLata Schedule C	\$0.0153	\$0.0051
InterLata Schedule A	\$0.0444	\$0.0148
InterLata Schedule B	\$0.0291	\$0.0097
InterLata Schedule C	\$0.0153	\$0.0051

Effective Date of Rates and Discounts	First day of first full billing cycle after Effective Date of this Pricing Schedule

7.1.2. Intrastate Megacom 800 Usage Rates:

Dedicated – Sch B	Rate per Hour
IntraLata	\$6.73
InterLata	\$6.73

4. MARC

7.1.3. Intrastate 800 Readyline Usage Rates:

MARC under this Pricing Schedule	None
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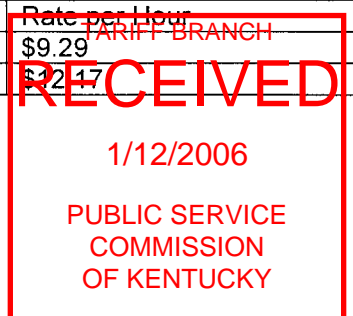
Switched – Sch A	Rate per Hour
IntraLata	\$9.29
InterLata	\$12.47

Initial MARC required to exist under an AT&T interstate voice/data agreement for the rates and discounts under this Pricing Schedule to be effective	\$ 7,000,000
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4.1 MARC ELIGIBLE

MARC ELIGIBLE SERVICES:	ALL SERVICES CONTAINED IN THIS PRICING SCHEDULE
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5. DISCOUNTS





Contract ID: 2060201

AT&T MA Reference No. 103642

**AT&T INTRASTATE SERVICES
Pricing Schedule**

CUSTOMER Legal Name ("Customer")	AT&T Corp. (or enter AT&T signing entity) ("AT&T")	AT&T Sales Contact Name <input type="checkbox"/> Primary Contact
The McGraw-Hill Companies, Inc.	AT&T Corp.	Jamal Jumani
CUSTOMER Address	AT&T Corp. Address and Contact	AT&T Sales Contact Information
148 Princeton-Hightstown Road Hightstown, NJ 08520	55 Corporate Drive Bridgewater, New Jersey 08807 Attn: Master Agreement Support Team Email mast@att.com	55 Corporate Drive Bridgewater, NJ 08807-0000 Fax : 908-658-8599 Email jajumani@att.com Sales/Branch Manager : Michael J. Weinstein SCVP : William Eifert
CUSTOMER Contact	AT&T Address and Contact (if signing entity other than AT&T Corp.)	AT&T Authorized Agent Information (if applicable) <input type="checkbox"/> Primary Contact
Name : Gordon Long Title : VP Strategic Alliances Telephone : 609-426-5000 Email : glong@mcgraw-hill.com	Name Title Telephone Street Address City State / Province Country Domestic / International / Zip Code	Name Company Name Agent Address City State / Province Country Domestic / International / Zip Code Telephone Fax Email Agent Code
CUSTOMER Billing Address		
148 Princeton-Hightstown Road Hightstown, NJ 08520		

This Pricing Schedule is part of the Agreement between AT&T and Customer referenced above.

AGREED:

AGREED:

CUSTOMER: The McGraw-Hill Companies, Inc.

AT&T Corp.

By: [Signature]
(Authorized Signature)

By: [Signature]
(Authorized Signature)

By: [Signature]
(Authorized Signature)
Printed Name: ROBERT J. DAHOSH

Lew Wallace
(Typed or Printed Name)
Group Manager
(Title)

Printed Name: HAROLD W. MCGRAW, III
Title: EV/9 CFB

Title: Chairman, President & CEO
Date: 12/16/05

(Date) 12/19/2005

Date: 12/8/05

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For AT&T Administrative Use Only
Master Agreement No. _____

Pricing Schedule for AT&T Intrastate Services

1. SERVICES

- CCCGE (also known as AT&T Worldwide Calling Card)

2. JURISDICTION AND TARIFF REFERENCE

- State Tariff information is located on the summary page of this document

3. PRICING SCHEDULE TERM AND EFFECTIVE DATES

Pricing Schedule Term	Term Start Date
Coterminous with the AT&T SDN OneNet Pricing Schedule	First day of first full billing cycle after Effective Date of this Pricing Schedule

Effective Date of Rates and Discounts	First day of first full billing cycle after Effective Date of this Pricing Schedule
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4. MARC

MARC under this Pricing Schedule	None
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Minimum Term Revenue Commitment (MTRC) required to exist under another AT&T agreement or Pricing Schedule as of the Effective Date of this Pricing Schedule	\$ 17,500,000
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4.1 MTRC ELIGIBLE

MTRC ELIGIBLE SERVICES:	ALL SERVICES CONTAINED IN THIS PRICING SCHEDULE
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5. DISCOUNTS

Discounts, if any, applicable to these intrastate services set forth in the agreement, MARC Schedule or Pricing Schedule identified in Section 3.

6. PROMOTIONS, CREDITS, WAIVERS AND MINIMUM RETENTION PERIODS

6.1 Promotions

Not Applicable

7. Rates

- **See Attached Rate Schedule Page(s)**
Rates are provided on the attached rate pages in "cents per minute". The actual billing increments are:

CCCGE	per minute
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Master Agreement No. _____

Pricing Schedule for AT&T Intrastate Services

Section 7 – Rates (rates not provided will be billed at tariffed rates)		
Customer Name	The Mc Graw-Hill Companies Inc	
STATE/ COMMONWEALTH	CCCGE (also known as AT&T Worldwide Calling Card)	
	Cents Per Minute	
	CCCGE	
	IntraLata	InterLata
Alabama	0.1230	0.1230
Arkansas	0.1230	0.1230
Arizona	0.1230	0.1230
California	0.1230	0.1230
Colorado	0.1230	0.1230
Connecticut	0.1230	0.1230
District of Columbia	0.1230	0.1230
Delaware	0.1230	0.1230
Florida	0.1230	0.1230
Georgia	0.1230	0.1230
Hawaii	0.1230	0.1230
Iowa	0.1230	0.1230
Idaho	0.1230	0.1230
Illinois	0.1230	0.1230
Indiana	0.1230	0.1230
Kansas	0.1230	0.1230
Kentucky	0.1230	0.1230
Louisiana	0.1230	0.1230
Massachusetts	0.1230	0.1230
Maryland	0.1230	0.1230
Maine	0.1230	0.1230
Michigan	0.1230	0.1230
Minnesota	0.1230	0.1230
Mississippi	0.1230	0.1230
Montana	0.1230	0.1230
North Carolina	0.1230	0.1230
North Dakota	0.1720	0.1720
Nebraska	0.1230	0.1230
New Hampshire	0.1230	0.1230
New Jersey	0.1230	0.1230
New Mexico	0.1230	0.1230
Nevada	0.1230	0.1230
New York	0.1230	0.1230
Ohio	0.1230	0.1230
Oklahoma	0.1720	0.1720
Oregon	0.1230	0.1230
Pennsylvania	0.1230	0.1230
Puerto Rico	0.1230	0.1230
Rhode Island	0.1230	0.1230
South Carolina	0.1230	0.1230
South Dakota	0.1720	0.1720
Tennessee	0.1230	0.1230
Texas	0.1230	0.1230

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Pricing Schedule for AT&T Intrastate Services

Section 7 – Rates (rates not provided will be billed at tariffed rates)		
Customer Name	The Mc Graw-Hill Companies Inc	
STATE/ COMMONWEALTH	CCCGE (also known as AT&T Worldwide Calling Card)	
	Cents Per Minute	
	CCCGE	
	IntraLata	InterLata
Utah	0.1230	0.1230
Virginia	0.1230	0.1230
Vermont	0.1230	0.1230
Washington	0.1230	0.1230
Wisconsin	0.1230	0.1230
West Virginia	0.1230	0.1230
Wyoming	0.1230	0.1230



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Master Agreement No. _____

Pricing Schedule for AT&T Intrastate Services

AT&T INTRASTATE SERVICES PRICING SCHEDULE INCLUDES PRICING FOR INTRASTATE SERVICES PROVIDED IN THE STATE(S) NOTED BELOW

The Mc Graw-Hill Companies Inc

Alabama - AT&T Communications of the South Central States, L.L.C. Alabama Custom Network Services Tariff	Arkansas - AT&T Communications of the Southwest, Inc.. Arkansas Custom Network Service Tariff
Arizona - AT&T Communications of the Mountain States, Inc.. Arizona Telecommunications Services Tariff	California - AT&T Communications of California, Inc.. Custom Network Services Tariff SCHEDULE Cal. P.U.C. NO. B-T
Colorado - AT&T Communications of the Mountain States, Inc.. Custom Network Services Colorado PUC No. 7	Connecticut - AT&T Communications of New England, Inc.. Custom Network Services Tariff D.P.U.C. No. 1
District of Columbia - AT&T Communications of Washington D. C. Custom Network Services Tariff P.S.C. D.C. No. 4	Delaware - AT&T Communications of Delaware, LLC. Custom Network Service P.S.C. Del.-No. 7
Florida - AT&T Communications of the Southern States, LLC. Custom Network Services Tariff C - Florida	Georgia - AT&T Communications of the Southern States, LLC. Georgia Custom Network Services Tariff
Hawaii - AT&T Communications of Hawaii, Inc.. A1PL-T	Iowa - AT&T Iowa. Custom Network Services
Idaho - AT&T Communications of the Mountain States, Inc.. Idaho Custom Network Services Tariff	Illinois - AT&T Communications of Illinois, Inc.. Custom Network Service, ILL C.C. No. 9
Indiana - AT&T Communications of Indiana, GP. Tariff I.U.R.C. No. T-1, Custom Network Services	Kansas - AT&T Communications of the Southwest, Inc.. Kansas Custom Network Services
Kentucky - AT&T Communications of the South Central States, L.L.C. Kentucky Custom Network Services Tariff	Louisiana - AT&T Communications of the South Central States, Inc. Louisiana Custom Network Services Tariff
Massachusetts - AT&T Communications of New England Inc.. Custom Network Services Tariff D.T.E. - Mass. No. 2	Maryland - AT&T Communications of Maryland, Inc.. Custom Network Services Tariff P.S.C.-Md.-No. 8 - First Revised
Maine - AT&T Communications of New England, Inc.. Maine P.U.C. NO. 2 Custom Network Services	Michigan - AT&T Communications of Michigan. Tariff M.P.S.C. No. 11U, Custom Network Services
Minnesota - AT&T Communications of the Midwest, Inc.. Custom Network Services Tariff - Minnesota	Mississippi - AT&T Communications of the South Central States, L.L.C. Mississippi Custom Network Services Tariff
Montana - AT&T Communications of the Mountain States, Inc.. Montana Custom Network Services Tariff	North Carolina - AT&T Communications of the Southern States, L.L.C. Custom Network Services Tariff C - North Carolina
North Dakota - AT&T Communications of the Midwest, Inc.. Custom Network Services Tariff State of North Dakota	Nebraska - AT&T Communications of the Midwest, Inc.. Nebraska Custom Network Services Tariff
New Hampshire - AT&T Communications of New England, Inc.. New Hampshire Custom Network Services Tariff	New Jersey - AT&T Communications of New Jersey, Inc.. Custom Network Services Tariff B.R.C.-N.J.-No.-1
New Mexico - AT&T Communications of the Mountain States, Inc. New Mexico Custom Network Services Tariff	Nevada - AT&T. Nevada Custom Network Services Price List
New York - AT&T Communications of New York, Inc.. Custom Network Services Tariff P.S.C. No.12 - Telephone	Ohio - AT&T Communications of Ohio, Inc.. Custom Network Services P.U.C.O. No. 5
Oklahoma - AT&T Communications of the Southwest, Inc.. Oklahoma Custom Network Service Price List	Oregon - AT&T Oregon. Custom Network Services
Pennsylvania - AT&T Communications of Pennsylvania, LLC. Custom Network Services Pa. P.U.C.-No. 18	Puerto Rico - AT&T Communications of Puerto Rico, Inc.. Custom Network Services Tariff Intraisland Tariff No. 2
Rhode Island - AT&T Communications of New England, Inc.. Rhode Island Custom Network Service P.U.C. No. 2	South Carolina - AT&T Communications of the Southern States, L.L.C. South Carolina Custom Network Services Tariff
South Dakota - AT&T Communications of the Midwest, Inc.. Custom Network Services State of South Dakota	Tennessee - AT&T Communications of the South Central States, L.L.C. Tennessee Custom Network Services Tariff
Texas - AT&T Communications of the Texas, L.P.. Custom Network Services Tariff	Utah - AT&T Communications of the Mountain States, Inc.. Utah Price List Custom Network Services
Virginia - AT&T Communications of Virginia, LLC. Wide Area Telephone Service Tariff S.C.C.-Va.-No. 5	Vermont - AT&T Communications of New England, Inc.. P.S.B. No. 1 Tariff Information
Washington - AT&T Communications of the Pacific Northwest, Inc. Custom Network Services Schedule 15 Washington Price List	Wisconsin - AT&T Communications of Wisconsin, L.P. P.S.C. of W. No. 11 Custom Network Service
West Virginia - AT&T Communications of West Virginia. Custom Network Services Tariff P.S.C.-W.Va.-No.8	Wyoming - AT&T Communications of the Mountain States, Inc.. P.S.C. Wyoming No. 2, Custom Network Services Tariff

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If this Attachment is not executed by the Customer by 01/18/2006, AT&T reserves the right to withdraw this Attachment.

For AT&T Administrative Use Only Master Agreement No. _____

Pricing Schedule for AT&T Intrastate Services

1. SERVICES

- Corporate Calling Card Global Enhancement ("CCCGE")

Discounts, if any, applicable to these intrastate services set forth in the agreement, MARC Schedule or Pricing Schedule identified in Section 4, above.
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2. JURISDICTION AND TARIFF REFERENCE

- Commonwealth of Kentucky - Schedule 17
- AT&T Communications of the South Central States, LLC
- Kentucky Custom Network Services Tariff

6. PROMOTIONS, CREDITS, WAIVERS AND MINIMUM RETENTION PERIODS

6.1 Promotions

Not Applicable

3. PRICING SCHEDULE TERM AND EFFECTIVE DATES

Pricing Schedule Term	Term Start Date
Coterminous with the agreement, MARC Schedule or Pricing Schedule identified in Section 4, below	First day of first full billing cycle after Effective Date of this Pricing Schedule

7. RATES

7.1 Intrastate CCCGE Usage Rates:

	Per Minute
IntraLata CCCGE Calling Card Service	\$0.1230
InterLata CCCGE Calling Card Service	\$0.1230

Effective Date of Rates and Discounts	First day of first full billing cycle after Effective Date of this Pricing Schedule

4. MARC

MARC under this Pricing Schedule	None
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Initial MARC required to exist under an AT&T interstate voice/data agreement for the rates and discounts under this Pricing Schedule to be effective	\$ 75,000
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4.1 MARC ELIGIBLE

MARC ELIGIBLE SERVICES:	ALL SERVICES CONTAINED IN THIS PRICING SCHEUDLE
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5. DISCOUNTS

