

## Regulated Services Agreement FL06-7335-10

**BELLSOUTH BUSINESS<sup>SM</sup> MASTER AGREEMENT FOR  
REGULATED SERVICES AND VOLUME & TERM AGREEMENT**

**Darden Corporation**

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

**REGULATED SERVICES**

**1. Regulatory and Other Contractual Considerations.**

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

1.2 In the event any express terms of this Agreement conflicts with the terms and conditions of Company's or any of its affiliated companies lawfully filed and approved tariffs, the Agreement shall control.

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

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

**3. Cancellation.**

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

**4. Termination.**

4.1 If Customer cancels a Regulated Service ordered pursuant to an Order Attachment at any time prior to the expiration of the Service Period set forth in the appropriate Order Attachment(s), Customer shall as liquidated damages and as a sole and exclusive remedy be responsible for all termination charges. Termination charges shall be calculated at Customer's option as either a lump sum payment based on the number of months remaining for the Term or a lump sum payment calculated for the number of months remaining in the Agreement discounted by the current prime interest rate plus two percentage points. 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 as liquidated damages, 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 at contract rates for an additional 12 months as referenced in Section 18.4. At the expiration of the Service Period for any CSA or SSA, Customer may convert to an available tariff offering for the specific Regulated Service or may request a new CSA or SSA.

**VOLUME AND TERM PROVISIONS**



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**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, subject to Section 18.3.

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 this Agreement of \$362,500 in the first year of the Term and \$435,000 in Year 2 and Year 3.

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 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 Regulated Services may not be eligible for the application of a Reward in order to comply with applicable regulatory and legal requirements.

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

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

9. **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.

## 10. Commitment Shortfall.

10.1 Customer agrees if it fails to meet its Annual Revenue Commitment during a given Contract Year, except as provided in Sections 12, 13, and 14, 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").

10.2 Customer may carry forward up to 25% of their Annual Revenue Commitment in Year 1 and Year 2 if the Agreement is not terminated and will be liable for the balance of the Shortfall at the end of each Year. Any Shortfall remaining in Year 3, including any amounts carried forward from Years 1 and 2, will be billed to the customer in full.

11. **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.

12. **Business Change.** In the event of a divestiture of a significant part of Customer's business, a business downturn beyond Customer's control, a decision by Customer to close or consolidate locations that is based on events beyond Customer's reasonable control, or a network optimization using other BST Regulated Services, (collectively, "Business Change"), any of which significantly reduces the volume of network Regulated Services required by Customer, with the result that Customer is unable to meet its Annual Revenue Commitment under this Agreement (notwithstanding Customer's best efforts to avoid such a Shortfall), BST and Customer will cooperate to reduce Customer's Annual Revenue Commitment to the extent of any Shortfall resulting from the Business Change. This provision does not apply to a change resulting



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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.

13. 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.

14. 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).

15. Annual True-Up.

15.1 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 10 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. The Annual Revenue Commitment will not be increased, but may be reduced as described in Section 7.3. 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.

15.2 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.

16. 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.

17. Termination Liability.

17.1 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 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 = \$4,240.00 times the  
(Contract Months Remaining divided by the Total Contract Months).

17.2 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.

18. Miscellaneous Provisions

18.1 Offer Expiration. This offer shall expire on September 12, 2006.

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

18.3 As stated in Section 6.7, the Term of this Agreement is 3 years, however after the end of Year 2, the customer may terminate with no liability as long as the Total Contract Revenue of \$1,305,000 has been satisfied.

18.4 Customer may retain services at contract rates for up to 12 months after the Agreement has been terminated.

18.5 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

Customer

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CONFIDENTIAL/PROPRIETARY - NOT FOR DISCLOSURE OUTSIDE BELLSOUTH WITHOUT WRITTEN PERMISSION 6/29/2006  
REV 12/05



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

Darden Corporation  
5900 Lake Ellenor Drive  
Orlando, FL 32809

With a copy to:  
Darden Corporation  
5900 Lake Ellenor Drive  
Orlando, Florida 32809-3330  
Attn: Contract Law Department

18.6 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.

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

18.8 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.

18.9 Extension of Term. The Term of this Agreement may be extended by Customer 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.

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

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

CUSTOMER: Darden Corporation

By: Will [Signature] (Signature) *WJH/10/06*

By: Will [Printed Name and Title] (Printed Name and Title)

Date: June 8, 2006

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

By: Raymond M. Rhodes [Signature] (Signature)

By: Raymond M. Rhodes (Printed Name and Title)

Date: 6/8/2006

[Signature] 5/2/07



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Appendix 1 to Regulated Services Agreement

1. Customer: Darden Corporation

2. Term: 36 months

Volume and Term Provisions

A.	Annual Revenue Commitment:	Year 1 \$362,500
Y		Year 2 \$435,000
		Year 3 \$435,000

B.	Baseline (First Year):	\$397,333.00	C.	Reward Level	%
	A			18.0%	

D. Reward Eligible Services

- A BUSINESS ISDN
- A CRISILINK (ST-UP)
- A CUSTOM CALLING
- A DIR. WHITE PAGE SVCS
- A MEGALINK
- A MESSAGING CNS FEATURES
- A NON LIST/NON PUBLISHED SVCS
- A OFF PREM EXT (OPX)
- A REMOTE CALL FWD
- A SMARTPATH
- A SYNCHRONET
- A TOUCHSTAR
- A VOICE GD NON-DATA
- A ALARM & CONTROL CKT
- A BUS PLUS/BUS CHOICE



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Appendix 2 to Regulated Services Agreement

SAMPLE ORDER ATTACHMENT

This Order Attachment is entered into pursuant to BellSouth Business<sup>SM</sup> Master Agreement No. FL06-7335-10.

Service: \_\_\_\_\_  
 Selected Service Period: \_\_\_\_\_  
 Service Specific Tariff: \_\_\_\_\_  
 Installation Date: \_\_\_\_\_  
 Customer's Billing Address: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Estimated Installation Interval: \_\_\_\_\_  
 Customer's Installation Address: \_\_\_\_\_

III. ORDER DETAIL

IV.	QUAN	USOC	DESCRIPTION	NON-RECURRING \$	RECURRING \$

CUSTOMER: Darden Corporation

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

By: Will A. [Signature]  
 Printed Name: Will August  
 Title: Vice President  
 Date: June 8, 2006

By: Raymond M. Phobley [Signature]  
 Printed Name: Raymond M. Phobley  
 Title: Asst. Vice Pres.  
 Date: 6/2/2006

Bd. [Signature] 7/2/07



**NOTE:**

Pages 7 thru 10 of this agreement are addendums specific to other state jurisdictions in BellSouth's region. These have been withheld from this filing since they have no impact on contract terms relative to services provided in Kentucky.



BBMA Agreement No. LA04-A730-00  
Regulated Services Agreement LA04-A730-10  
Amendment

**AMENDMENT TO BELLSOUTH BUSINESS<sup>SM</sup> MASTER AGREEMENT FOR  
REGULATED SERVICES AND REVENUE REWARD PLAN AGREEMENT**

This Amendment is to the BellSouth Business Master Agreement for Regulated Services and Revenue Reward Plan Agreement ("Revenue Reward Plan Agreement") LA04-A730-10, entered into between BellSouth Telecommunications, Inc. by BellSouth Business Systems, Inc. ("BST") and Chevron Information Technology Company, a Division of Chevron U.S.A. Inc, successor to ChevronTexaco Information Technology Company, a Division of Chevron U.S.A. Inc. ("Customer") on November 2, 2004.

- A. Customer and BST agree to extend the Term of the Revenue Reward Plan Agreement for twelve (12) additional Contract Months.
- B. The Revenue / Reward Matrix for Contract Year Four is contained in Revised Appendix 1 to the Revenue Reward Plan Agreement, which is attached.
- C. The term of the Revenue Reward Plan 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.
- D. The Effective Date of this Amendment shall be January 1, 2007, the first day of Contract Year Four.
- E. The "Expiration Date" of the Revenue Reward Plan Agreement shall be December 31, 2007 at 11:59 p.m.
- F. This offer shall be valid until December 31, 2006.

Except for the foregoing, the remaining terms and conditions of the BellSouth Business Master Agreement for Regulated Services and Revenue Reward Plan Agreement remain fully executable between BST and Customer.

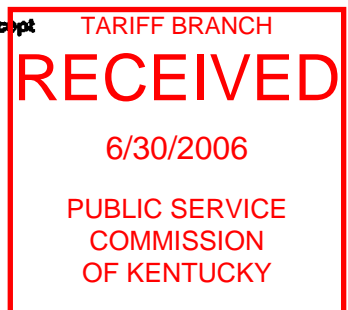
**Customer:**

Chevron Information Technology Company,  
A Division of Chevron U.S.A. Inc.

By: [Signature]  
Printed Name: D. S. ROBERTSON  
Title: MANAGEMENT SENIOR  
Date: 6/15/2006

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

By: [Signature]  
Printed Name: Kimberly Senior  
Title: Sales MVP  
Date: 6/19/06





**BBMA Agreement No. LA04-A730-00  
Regulated Services Agreement LA04-A730-10  
Amendment**

**Revised Appendix 1 to Regulated Revenue Reward Plan Agreement**

**Customer Name:** Chevron Information Technology Company  
**Term:** 12 Additional Contract Months (Effective 1/1/07)  
**Contract Expiration:** 12/31/2007

**Revenue / Reward Matrix – Contract Year Four**

Reward Eligible Services	Tier 1 Reward % Minimum of \$500,000 of Annual Revenue Reward Eligible Billing	Tier 2 Reward % Minimum of \$1,300,000 of Annual Revenue Reward Eligible Billing	Tier 3 Reward % Minimum of \$1,700,000 of Annual Revenue Reward Eligible Billing	Tier 4 Reward % Minimum of \$2,400,000 of Annual Revenue Reward Eligible Billing	Tier 5 Reward % Minimum of \$2,700,000 of Annual Revenue Reward Eligible Billing
<b>Category A Services</b>					
ANALOG PRIVATE LINE*	8.5%	8.5%	13.0%	13.0%	15.5%
BUSINESS ISDN	8.5%	8.5%	13.0%	13.0%	15.5%
BUSINESS PLUS/BUSINESS CHOICE*	8.5%	8.5%	13.0%	13.0%	15.5%
CUSTOM CALLING*	8.5%	8.5%	13.0%	13.0%	15.5%
DIRECTORY WHITE PAGE SVCS*	8.5%	8.5%	13.0%	13.0%	15.5%
MESSAGING CDS FEATURES	8.5%	8.5%	13.0%	13.0%	15.5%
UNASSURED RATE BUSINESS*	8.5%	8.5%	13.0%	13.0%	15.5%
NON USTRON PUBLISHED SVCS*	8.5%	8.5%	13.0%	13.0%	15.5%
PRESTIGE**	8.5%	8.5%	13.0%	13.0%	15.5%
REMOTE CALL FORWARDING**	8.5%	8.5%	13.0%	13.0%	15.5%
TOUCHSTAR*	8.5%	8.5%	13.0%	13.0%	15.5%
MEGALINK SERVICE**	8.5%	8.5%	13.0%	13.0%	15.5%
ESB/Digital ESSX	8.5%	8.5%	13.0%	13.0%	15.5%
FCO & FX SERVICES**	8.5%	8.5%	13.0%	13.0%	15.5%
FRAME RELAY**	8.5%	8.5%	13.0%	13.0%	15.5%
<b>Category B Services</b>					
NARS - ESB/Digital ESSX	18.0%	20.0%	20.0%	28.0%	23.0%
NARS - Lightpath Service	18.0%	20.0%	20.0%	28.0%	23.0%
NARS - MegaLink Channel Service	18.0%	20.0%	20.0%	28.0%	23.0%
PBX Trunks and DND	18.0%	20.0%	20.0%	28.0%	23.0%
<b>Category C Services</b>					
EXPND AREA CALLING - BUSINESS	18.0%	18.0%	20.0%	28.0%	28.0%
FLAT RATE BUSINESS	18.0%	18.0%	20.0%	28.0%	28.0%
<b>Category D Services</b>					
SYNCHRONET SERVICE	18.0%	20.0%	28.0%	32.0%	33.0%
MEGALINK CHANNEL SERVICE	18.0%	20.0%	28.0%	32.0%	33.0%
<b>Category E Services</b>					
PRIMARY RATE ISDN	20.0%	25.0%	52.0%	80.0%	80.0%

**Reward Exceptions:**

- \* Except for locations in Mississippi
- \*\* Except for locations in Kentucky
- \*\*\* Except for locations in Louisiana

**Annual Growth Incentive Award (AGIA):**

As Defined in Section 9

Award Percentage: 10%  
AGIA Cap: \$40,000



**NOTE:**

Pages 3 thru 6 of this agreement are addendums specific to other state jurisdictions in BellSouth's region. These have been withheld from this filing since they have no impact on contract terms relative to services provided in Kentucky.



Regulated Services Agreement KY04-F104-10  
Amendment

AMENDMENT TO BELL SOUTH BUSINESS<sup>SM</sup> 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 ("Volume & Term Agreement") KY04-F104-10, entered into between BellSouth Telecommunications, Inc. by BellSouth Business Systems, Inc. ("BST") and National City Corporation ("Customer") on January 27, 2005.

- A. Customer and BST agree to extend the Term of the Volume & Term Agreement for One (1) Additional Contract Year.
- B. Customer and BST agree to an Annual Revenue Commitment in Contract Year Three of the Volume & Term Agreement of \$999,000.00. The Annual Revenue Commitment represents eighty percent (80.00%) of Customer's Baseline billing for the previous Contract Year.
- C. The Baseline, Annual Revenue Commitment, Reward Level and Reward Eligible Services for Contract Year Three are listed in Revised Appendix 1 to the Volume & Term Agreement, which is attached.
- D. The Effective Date of this Amendment shall be January 1, 2007, the first day of Contract Year Three.
- E. The Effective Date of the Reward Level and Reward Eligible Services listed in Revised Appendix 1 to the Volume & Term Agreement shall be July 1, 2006.
- F. The "Expiration Date" of the Volume & Term Agreement shall be December 31, 2007 at 11:59 p.m.
- G. This offer shall be valid until June 30, 2006.

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

Customer:

National City Corporation

By: M. J. Labrecque  
 Printed Name: MARTIN J. LABRECQUE  
 Title: SVP  
 Date: JUNE 6, 2006

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

By: [Signature]  
 Printed Name: Kimberly Senior  
 Title: Sales Vice President  
 Date: 6/7/06



Regulated Services Agreement KY04-F104-10  
Amendment

Revised Appendix 1 to Regulated Services Agreement

- 1. Customer: National City Corporation
- 2. Term: 1 Additional Contract Year (Effective January 1, 2007)

Volume and Term Provisions

- A. Annual Revenue Commitment: \$999,000.00  
(80.00% of Baseline)
- B. Baseline (Contract Year Three): \$1,249,000.00
- C. Reward Level: 14.00% (Effective July 1, 2006)
- D. Growth Percentage: 3.00%
- E. Annual Growth Incentive Award: 10.00% (not to exceed \$30,000)
- F. Reward Eligible Services - Effective July 1, 2006

ALARM & CONTROL CKT  
 BUSINESS ISDN  
 BUS PLUS/BUS CHOICE  
 CUSTOM CALLING  
 DIR. WHITE PAGE SVCS  
 EXPND AREA CALLING - BUS  
 FLAT RATE BUSINESS, Only in FL, TN  
 MESSAGING CNS FEATURES  
 MSG/MEAS RATE BUS  
 NON LIST/NON PUBLISHED SVCS  
 PRESTIGE  
 REMOTE CALL FWD  
 RINGMASTER  
 TOUCHSTAR  
 BELL SOUTH CENTREX  
 CRISILINK (ST-UP)  
 MEGALINK  
 DID  
 FLAT RATE PBX TRUNKS/NARS  
 MSG/MEAS RATE PBX  
 PRIMARY RATE ISDN



**NOTE:**

Pages 3 thru 6 of this agreement are addendums specific to other state jurisdictions in BellSouth's region. These have been withheld from this filing since they have no impact on contract terms relative to services provided in Kentucky.



ORIGINAL

AMENDMENT TO BELL SOUTH BUSINESS<sup>SM</sup> 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 ("Volume & Term Agreement") MS03-9754-10, entered into between BellSouth Telecommunications, Inc. by BellSouth Business Systems, Inc. ("BST") and Tyson Foods, Inc. ("Customer") on July 9, 2003.

- A. Customer and BST agree to extend the Term of the Volume & Term Agreement for one (1) additional Contract Year.
- B. Customer and BST agree to an Annual Revenue Commitment in Contract Year Four of the Volume & Term Agreement of \$689,000.00. The Annual Revenue Commitment represents ninety percent (90.00%) of Customer's Baseline billing for the previous 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 Volume & Term Agreement, which is attached.
- D. The Effective Date of this Amendment shall be July 1, 2006, the first day of Contract Year Four.
- E. The "Expiration Date" of the Volume & Term Agreement shall be June 30, 2007 at 11:59 p.m.
- F. This offer shall be valid until June 30, 2006.

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

Customer:

Tyson Foods, Inc.

By: *R.D. Graham*  
 Printed Name: R.D. Graham  
 Title: CTO  
 Date: 6-5-06

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

By: *Kimberly Senior*  
 Printed Name: Kimberly Senior  
 Title: Sales M/P  
 Date: 6/7/06

TARIFF BRANCH  
**RECEIVED**  
 6/30/2006  
 PUBLIC SERVICE  
 COMMISSION  
 OF KENTUCKY

Appendix 1 to Regulated Services Agreement

1. Customer: Tyson Foods, Inc.
2. Term: 1 Additional Contract Year

Volume and Term Provisions – Effective July 1, 2006

- |    |  |                                 |
|----|--|---------------------------------|
| A. | Annual Revenue Commitment:<br>(90.00% of Baseline) | \$689,000.00                    |
| B. | Baseline (Contract Year Four):                     | \$766,000.00                    |
| C. | Reward Level                                       | 22.00%                          |
| D. | Growth Percentage                                  | 3.00%                           |
| E. | Annual Growth Incentive Award:                     | 10.00% (not to exceed \$10,000) |
| F. | Reward Eligible Services                           |                                 |

Analog Private Line  
Business Service  
BellSouth Centrex  
MegaLink Service  
Synchronet Service  
ESSX Service  
FCO & FX Service  
MegaLink Channel Service  
ESSX / MultiServ NARs  
MegaLink Channel Service NARs  
PBX / DID Trunks  
Primary Rate ISDN, Except in MS



**NOTE:**

Pages 3 thru 6 of this agreement are addendums specific to other state jurisdictions in BellSouth's region. These have been withheld from this filing since they have no impact on contract terms relative to services provided in Kentucky.





## Regulated Services Agreement NC06-4875-10

**BELLSOUTH BUSINESS<sup>SM</sup> MASTER AGREEMENT FOR  
REGULATED SERVICES AND VOLUME & TERM AGREEMENT**

**Stock Building Supply**

This BellSouth Business<sup>SM</sup> Master Agreement for Regulated Services and Volume & Term Agreement ("Agreement") is between Stock Building Supply ("Customer") and BellSouth Telecommunications, Inc. ("BST") and applies to Orders for the purchase of Regulated Services from BST. This Agreement is or may be, a Contract Service Arrangement ("CSA") with respect to regulated BellSouth 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 contains express rates, charges and provisions specifically in conflict therewith (in which case the express rates, charges, and provisions of this Agreement will control to the extent permitted by applicable law.) BST agrees 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 BellSouth 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.**

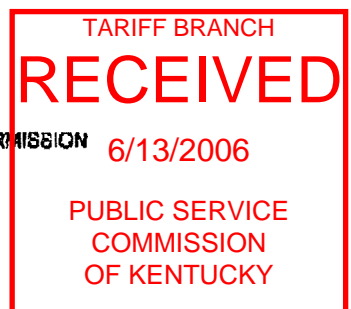
5.1. The Service Period for Regulated Services ordered under an Order Attachment shall be as specified in the applicable Order Attachment and shall commence on the date installation is completed.

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.



## Regulated Services Agreement NC06-4978-10

6.2 "Baseline" - in Contract Year 1, the annualized monthly billing to Customer for BST Regulated Services during each year that is used to calculate the Annual Revenue Commitment. Baseline in subsequent years is the aggregate billing for the previous twelve (12)-month period prior to the application of any Reward.

6.3 "Contract Year" - the thirteen (13)-month period during the term of this Agreement beginning on the first day of the month in which both Parties have signed this Agreement, or any subsequent twelve (12)-month period that begins on the anniversary of the Effective Date.

6.4 "Reward" or "Reward Level" - the percentage reduction, exclusive of taxes and fees, that is applied to the monthly billed revenue for the BST Regulated Services 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 a percentage reduction of 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 is February 28, 2007.

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 1 Contract Year.

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.

6.9 "Effective Date" - The effective date of this agreement is established as February 1, 2006.

## 7. Annual Revenue Commitment

7.1 Customer and BST agree to an Annual Revenue Commitment in the first Contract Year of this Agreement of \$632,356.

The Annual Revenue Commitment represents ninety percent (90%) of Customer's Baseline billing.

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

7.3 Customer and BST agree to determine Customer's Annual Revenue Commitment at the beginning of each Contract Year. The Annual Revenue Commitment for each Contract Year will be expressed as ninety percent (90%) 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 that is a percentage reduction 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.

8.2 Charges billed pursuant to the Federal or State Access Services tariffs, billing for taxes or publicly imposed surcharges, including but not limited to, the surcharges for 911 or dual party relay services, Local Usage, CSAs, SSAs, WATTSaver, and End User Common Line Charges, are not eligible for the application of the Reward. Billing associated with certain 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.

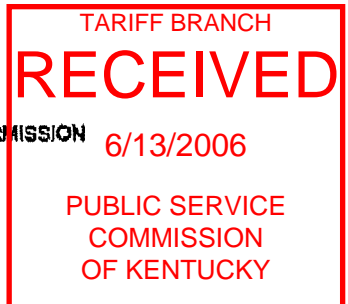
8.4 Charges billed for V&T Eligible Services for which Customer has not paid will not be counted toward the Annual Revenue Commitment, or toward the amounts set forth in Appendix 1, for purposes of determining a Reward Level obtained by Customer.

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.

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 10.0 percent (10.0%) of the billed charges for V&T Eligible Services less the current Contract Year's Baseline. The AGIA, not to exceed \$20,000.00, 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. Annual Revenue Commitment and Reward Level. The Customer's Initial Annual Revenue Commitment and Reward requirements are set forth in Appendix 1. The Annual Revenue Commitment and Reward Level for future contract years will be mutually agreed to in writing.

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.



**Regulated Services Agreement NC06-4976-10**

**13. Acquisition of New Businesses.** In the event Customer acquires a new business or operation within the BST service area during the term of this Agreement, the Regulated Services at these locations may be included under this Agreement upon the mutual agreement of BST and Customer. Should such an agreement be reached, BST and Customer will amend this Agreement, including the Annual Revenue Commitment level in Appendix 1, as appropriate to include such Regulated Services. Any revisions due to acquisition will be made during the V&T Annual True-Up at the end of the year in which the acquisition occurred, and will affect the Annual Revenue Commitment for future years. V&T Eligible Services included in this Agreement as the result of an acquisition will 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 8.2. 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 received for the life of this Agreement or for the previous 12 months, whichever is less and
- (b) The prorated portion of the Agreement implementation and tracking costs, calculated as follows:  
Prorated implementation and Tracking Costs = \$5,735.00 times the  
(Contract Months Remaining divided by the Total Contract Months).

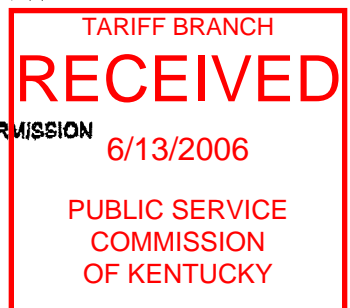
19.2 The application of termination charges pursuant to this section shall not effect the application of termination charges pursuant to the tariff or any other agreement.

**20. Miscellaneous Provisions**

20.1 Offer Expiration. This offer shall expire on May, 1, 2006.

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

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



Regulated Services Agreement NC06-4978-10

BellSouth  
BellSouth Business Systems, Inc.  
Attn: Director of Contract Management  
2160 Lake Blvd., 7th Floor  
Atlanta, GA 30319

Customer  
Stock Building Supply  
8020 Arco Corporate Drive  
Raleigh, NC 27617

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 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. The undersigned warrant and represent that they have the authority to bind Customer and BellSouth to this Agreement.

CUSTOMER: Stock Building Supply

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

By: [Signature]  
(Signature)

By: [Signature]  
(Signature)

By: Michael Brooks, VP, IS&T  
(Printed Name and Title)

By: Kimberly Senior, Sales AvP  
(Printed Name and Title)

Date: June 2, 2006

Date: 6-2-2006



Regulated Services Agreement NC08-4878-10

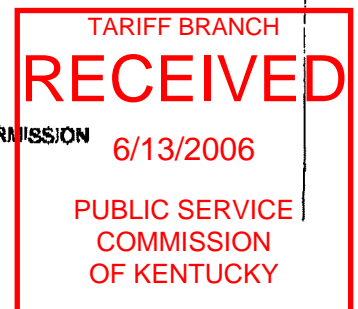
III. Appendix 1 to Regulated Services Agreement

- 1. Customer: Stock Building Supply
- 2. Term: 13 months

Volume and Term Provisions

- A. Annual Revenue Commitment: \$538,923  
(60.00% of Baseline)
- B. Baseline (First Year): \$568,804
- C. Reward Level %
  - A 14.0%
  - B 24.0%
- D. Growth Percentage 3.00%
- E. Annual Growth Incentive Award: 10.0% (not to exceed \$20,000)
- F. Reward Eligible Services

- A CUSTOM CALLING
- A BELLSOUTH CENTREX
- A FLAT RATE PBX TRUNKS/NARS
- A PRIMARY RATE ISDN
- A REMOTE CALL FWD
- A BUSINESS ISDN
- A ANALOG DATA SERVICE
- A TOUCHSTAR
- A DID
- A FRAME RELAY
- A MESSAGING CNS FEATURES
- A DIR. WHITE PAGE SVCS
- A MSG/MEAS RATE PBX
- A MULTISERV/MULTISERV PLUS
- A NON LIST/NON PUBLISHED SVCS
- A FCO & FX SERVICES
- B EXPND AREA CALLING - BUS
- B FLAT RATE BUSINESS
- B BUS PLUS/BUS CHOICE
- B MSG/MEAS RATE BUS



**NOTE:**

Pages 6 thru 9 of this agreement are addendums specific to other state jurisdictions in BellSouth's region. These have been withheld from this filing since they have no impact on contract terms relative to services provided in Kentucky.



**Amendment 2 To Attachment 1**  
**Terms and Conditions for BellSouth Telecommunications, Inc. ("BST") Regulated Services**

This Amendment 2 ("Amendment 2") to Attachment 1, Terms and Conditions for BellSouth Telecommunications, Inc. ("BST") Regulated Services TN00-4397-00 ("Attachment 1"), which is attached to the BellSouth Business<sup>SM</sup> Master Services Agreement TN00-4396-00 executed on September 21, 2001 ("Agreement"), is entered into by and among BellSouth Telecommunications, Inc., by BellSouth Business Systems, Inc., ("BBS") and The GAP, Inc., ("Customer").

For and in consideration of the mutual promises and agreements made and continued herein, the parties intend to be legally bound, hereby agree as follows:

- I. Customer and BST agree to extend the Term of the Attachment for twelve (12) months beginning on September 1, 2006 and ending on August 31, 2007 ("Second Additional Contract Term").
- II. The following revisions are effective during the Second Additional Contract Term:
  - A. Notwithstanding anything to the contrary contained in Attachment 1, the Baseline billing for the Second Additional Contract Term shall be equal to \$1,794,000.00. The Annual Revenue Commitment for the Second Additional Contract Term will be equal to \$1,435,200.00, which is eighty percent (80%) of Customer's Baseline billing.
  - B. Exhibit 2, part F (a revised list of Reward Eligible Services) is amended to read as specified in Appendix 1 to this Amendment 2.
  - C. The provisions of Section 7M(i)(a)(1) is revised to read as follows: "Rewards received for the Second Additional Contract Term or for the previous 12 months, whichever is less, and".
  - D. The provisions of Section 7M(i)(a)(2) is revised to read as follows: "the prorated portion of Contract implementation and tracking costs, calculated as follows: \$17,243/# months remaining in the Additional Contract Term"
- III. This offer expires on June 15, 2006. Notwithstanding anything to the contrary contained in the Agreement or in the Attachment, Attachment 1 will expire on August 31, 2007 and shall not be renewed except with the express written agreement of the parties.

Except as expressly specified herein, the remaining terms and conditions of Attachment 1 and the Agreement remain in full force and effect between BellSouth and Customer.

IN WITNESS WHEREOF, the Parties have executed this Amendment 2 as of the date(s) below. This Amendment 2 shall be effective on the later of the dates on which it is executed by the parties.

Customer:  
The GAP, Inc.

By: M. Tascos

Printed Name: MICHAEL TASCOS

Title: EVP, CHIEF INFORMATION OFFICER

Date: 05/30/06

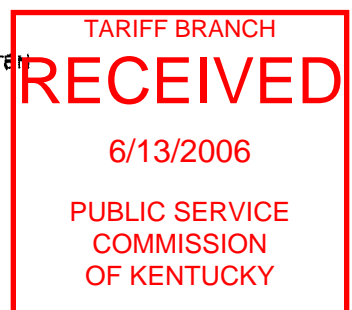
BellSouth Telecommunications, Inc.:  
By: BellSouth Business Systems, Inc.

By: A. J. Fowler

Printed Name: A. J. Fowler

Title: Sales Mgr

Date: 5-31-06



**Amendment To Attachment 1  
Terms and Conditions for BellSouth Telecommunications, Inc. ("BST") Regulated Services**

**Appendix 1**

**Reward Eligible Services**

Business ISDN  
Directory White Page Service  
ESSX ISDN  
MegaLink ISDN  
NAR's -- LightGate, MCS  
Non-List/Non-Published Service  
Prestige  
Primary Rate ISDN





**NOTE:**

Pages 3 thru 6 of this agreement are addendums specific to other state jurisdictions in BellSouth's region. These have been withheld from this filing since they have no impact on contract terms relative to services provided in Kentucky.



Regulated Services Attachment TN01-3147-00  
BBMSA No. TN01-3146-00

**Amendment To  
Regulated Services Attachment TN01-3147-00**

This Amendment amends and modifies Regulated Services Attachment TN01-3147-00 ("Attachment") to BellSouth<sup>SM</sup> Business Master Services Agreement No. TN01-3146-00 ("Master Agreement") between Fred's, Inc. ("Customer") and BellSouth Business Systems, Inc. ("BST") on behalf of BellSouth Telecommunications, Inc. ("BST") and applies to Orders for the purchase of regulated services ("Services") from BST.

IN CONSIDERATION of the mutual promises, covenants and agreements made and continued herein, the parties hereby agree to the following:

- I. Customer and BST agree to extend the terms and conditions of the Attachment for two (2) additional Contract Years beginning on July 1, 2006 and ending on June 30, 2008.
- II. The Annual Revenue Commitment for each of the two (2) additional Contract Years will be equal to ninety-five percent (95%) of the Baseline billing for the Contract Year, which is the aggregate billing for the previous twelve (12) month period prior to the application of any Reward under this Attachment.
- III. The following revision is effective with the third Contract Year:  
Section 8 of the Attachment is replaced with the following:  
Annual Growth Incentive Award ("AGIA"). If Customer exceeds its Baseline during any Contract Year, Customer will receive an additional AGIA credit. The AGIA will equal fifteen percent (15%) of the billed charges for V&T Eligible Services less the current Contract Year's Baseline. The AGIA, not to exceed \$30,000.00, 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 within thirty (30) days of the completion of Annual True-Up.
- IV. The list of Reward Eligible Services is contained in Appendix 1, which is attached as page 2 to this Amendment.
- V. This offer expires on April 30, 2006.

Except for the foregoing, the remaining terms and conditions of the Regulated Services Attachment remain in full force and effect between BST and Customer.

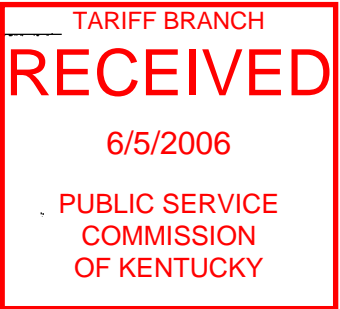
IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the dates set forth below:

Customer:  
Fred's, Inc.  
BY: James L. Deats  
Authorized Signature  
James L. Deats  
Printed Name

BellSouth Telecommunications, Inc.  
By: BellSouth Business Systems, Inc.  
BY: Robert Baldwin  
Authorized Signature  
Robert Baldwin  
Printed Name

Title: SVP/CIO  
Date: 4/28/2006

Title: Assistant Vice President - Sales  
Date: 5/10/06



Regulated Services Attachment TN01-3147-00  
BBMSA 1 o. TN01-3146-00

**Amendment To**  
**Regulated Services Attachment TN01-3147-00**

**Appendix 1**

**Reward Eligible Services:**

Analog Private Line  
Basic Business Service  
Business ISDN



**NOTE:**

Pages 3 thru 5 of this agreement are addendums specific to other state jurisdictions in BellSouth's region. These have been withheld from this filing since they have no impact on contract terms relative to services provided in Kentucky.



AMENDMENT TO BST REGULATED PROVISIONS

This Amendment is to the BST Regulated Provisions NC00-B195-00, entered into between BellSouth Telecommunications Inc. ("BST") and Freightliner Corporation ("Customer") on August 2, 2001.

- A. Customer and BST agree to extend the Term of the BST Regulated Provisions for three (3) additional Contract Years.
- B. Customer and BST agree to an Annual Revenue Commitment in Contract Year Six of the BST Regulated Provisions of \$448,000.00. The Annual Revenue Commitment represents ninety five percent (95%) of Customer's Baseline billing for the previous Contract Year.
- C. The Annual Revenue Commitment in Contract Year Seven and Contract Year Eight of the BST Regulated Provisions shall be ninety five percent (95%) of Customer's Baseline billing for the previous Contract Year.
- D. The Baseline, Annual Revenue Commitment, Reward Level and Reward Eligible Services for Contract Year Six are listed in Revised Appendix 1 to the BST Regulated Provisions, which is attached.
- E. The Effective Date of this Amendment shall be August 1, 2006, the first day of Contract Year Six.
- F. The Effective Date of the Reward Level and Reward Eligible Services listed in Revised Appendix 1 to the BST Regulated Provisions shall be June 1, 2006.
- G. The "Expiration Date" of the BST Regulated Provisions shall be July 31, 2009 at 11:59 p.m.
- H. This offer shall be valid until July 31, 2006.

Except for the foregoing, the remaining terms and conditions of the BST Regulated Provisions remain fully executable between BST and Customer.

CUSTOMER:  
Freightliner Corporation

By: [Signature]  
 Printed Name: Lizette K. Luke  
 Title: Network Services, Mgr.  
 Date: 05/15/2006

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

By: [Signature]  
 Printed Name: David Poindexter  
 Title: Sales Manager  
 Date: 5-16-06



Revised Appendix 1 to BST Regulated Provisions

- 1. Customer: Freightliner Corporation
- 2. Term: 1 Additional Years (Effective August 1, 2006)

Volume and Term Provisions – Contract Year Six

- A. Annual Revenue Commitment: \$448,000.00  
(95% of Baseline)
- B. Baseline: \$471,000.00
- C. Reward Level: 15.00% (Effective June 1, 2006)
- D. Annual Growth Incentive Award: 15.00% (not to exceed \$20,000.00)

Reward Eligible Services (Effective June 1, 2006)

- Analog Private Line, Except in NC
- Business ISDN
- Basic Business Service
- MegaLink Service, Except in TN
- FCO & FX Service
- MegaLink Channel Service
- ESSX / MultiServ ARs
- MegaLink Channel Service NARs
- PBX / DID Trunks
- Primary Rate ISDI, Except in AL, FL, KY, NC



**NOTE:**

Pages 3 thru 6 of this agreement are addendums specific to other state jurisdictions in BellSouth's region. These have been withheld from this filing since they have no impact on contract terms relative to services provided in Kentucky.



Regulated Services Agreement LA05-L679-10

**BELLSOUTH BUSINESS<sup>SM</sup> MASTER AGREEMENT FOR REGULATED SERVICES AND VOLUME & TERM AGREEMENT**

**The Dow Chemical Company**

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

**REGULATED SERVICES**

**1. Regulatory and Other Contractual Considerations.**

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

1.2 Customer acknowledges that BST may be required in certain states to file and obtain approval of this Agreement when used in conjunction with a Contract Service Arrangement ("CSA") or Special Service Arrangement ("SSA") prior to the implementation of this Agreement. BST agrees to begin any necessary filings within thirty (30) calendar days after the Effective Date of the Order Attachment for the CSA or SSA. In the event the CSA or SSA is denied by a regulatory agency in any state or by another regulatory body with jurisdiction over this matter, this 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 Regulated Services will be in accordance with the express rates, charges and provisions for those same or similar services as and if already covered within this Agreement to the extent permitted by law. Rates for 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 Customer authorized and approved Order Attachments.

**3. Cancellation.**

If Customer cancels a Regulated Service ordered pursuant to a Customer authorized and approved 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 up to the point in which the service was cancelled.

**4. Termination of additional Services ordered subsequent to this Agreement.**

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

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## Regulated Services Agreement LA05-L679-10

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 as outlined in section 4.1 above, 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 **Extension of Term.** The Term of this Agreement will be extended for an additional one-year period (a "Renewal Term") unless Customer provides BST written notice of its intent not to renew at least 60 days before the beginning of the one-year Renewal Term. During the Renewal Term, Customer may terminate this agreement within 30 days upon written notice to BST without incurring any Termination Liability and without paying Commitment Shortfall charges, provided that Customer has met a prorata portion of their ARC as set during the Renewal Term.

By way of example, if Customer's ARC is \$1,200,000 during the Renewal Term, and the Contract is to be terminated after 3 months, Customer's prorata commitment is \$300,000  $\{[(\$1,200,000 \text{ ARC} / 12 \text{ months in the Term}) * 3 \text{ months of completed Term}] = \$300,000\}$ .

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

#### VOLUME AND TERM PROVISIONS

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

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

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.

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Regulated Services Agreement LA05-L679-10

7. Annual Revenue Commitment

7.1 Customer and BST agree to an Annual Revenue Commitment in the first Contract Year of this Agreement of \$ 1,030,000. The Annual Revenue Commitment represents approximately eighty percent (80%) of Customer's Baseline billing.

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

7.3 Customer and BST agree to determine Customer's Annual Revenue Commitment at the beginning of each Contract Year. The Annual Revenue Commitment for each Contract Year will be expressed as eighty percent (80%) 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 Regulated Services may not be eligible for the application of a Reward in order to comply with applicable regulatory and legal requirements.

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

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

8.5 Customer and BST will be jointly responsible for the identification of Customer accounts with V&T Eligible Services. Customer and BST agree that BST will not be responsible for failure to apply a Reward to a V&T Eligible Service if such failure results from Customer's failure to identify the relevant account. Additional V&T Eligible Service accounts may be added only by mutual agreement of the Parties. Nonetheless, BST will allow Customer to retroactively identify V&T Eligible Services that are not receiving Rewards. In such case, BST will extend Rewards to those Services up to 120 days prior to the date that the Services were identified.

8.6 BST agrees to supply at no additional cost, a quarterly report showing all Regulated Services being delivered to The Dow Chemical Company by each listed address. This report will list all of Customer's Earning and Revenue Numbers by Service.

9. Annual Growth Incentive Award ("AGIA"). If Customer exceeds its Baseline by more than 5.0 percent (5.0%) during any Contract Year, Customer will receive an additional AGIA credit. The AGIA will equal 10.0 percent (10.0%) of the billed charges for V&T Eligible Services less the current Contract Year's Baseline. The AGIA, not to exceed \$40,000, 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.

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APR 25 2006 (PSE)

Regulated Services Agreement LA05-L579-10

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

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

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

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Regulated Services Agreement LA05-L579-10

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 = \$7,942.00 times the  
(Contract Months Remaining divided by the Total Contract Months)

By way of Example: If Customer terminates this agreement after fulfilling 24 months of the 36 month Term, they will have 12 months remaining in their Term. In order to calculate the Liquidated damages that Customer will incur, BellSouth will take the quotient of 12 months remaining divided by the 36 month Term to derive 33%. BellSouth will then multiply 33% by \$7,942.00 to identify \$2,620 in liquidated damages. In addition to the liquidated damages, Customer will repay to BST the total sum of any Rewards and AGIA credits received either over the prior 12 months or the total Term of the Agreement, whichever is less.

(c) Termination Liability charges shall not include any Commitment Shortfall amount as defined in Section 11 of this Agreement.

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

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APR 27 2006 (TUE)

Regulated Services Agreement LA05-L879-10

20.2 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

The Dow Chemical Company  
2030 Dow Center  
Midland, MI 48674

20.3 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.

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

20.5 Neither party 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.

20.6 Extension of Term. The Term of this Agreement will be extended for an additional one-year period unless Customer provides BST written notice of its intent not to renew at least sixty (60) days before the beginning of the one-year renewal period.

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

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

CUSTOMER: The Dow Chemical Company

By: [Signature]  
(Signature)

By: PAULA TOLNER - PURCHASING DIRECTOR  
(Printed Name and Title)

Date: 4/12/06

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

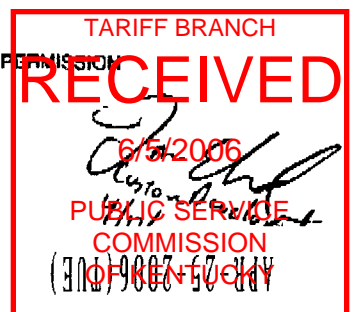
By: [Signature]  
(Signature)

By: Kenneth Lewis  
(Printed Name and Title)

Date: 4/17/06

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Regulated Services Agreement LA05-L879-10

Appendix 1 to Regulated Services Agreement

- 1. Customer: The Dow Chemical Company
- 2. Term: 36 months

Volume and Term Provisions

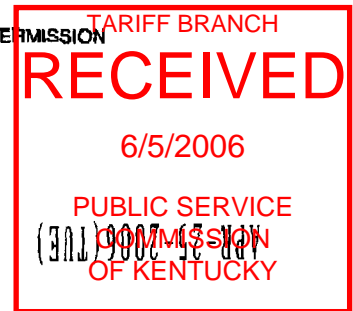
- A. Annual Revenue Commitment: \$ 1,030,000  
(80% of Baseline)
- B. Baseline (First Year): \$ 1,280,000
- C. Reward Level: 16.0%
- D. Growth Percentage: 5.00%
- E. Annual Growth Incentive Award: 10.0% (not to exceed \$40,000)
- F. Reward Eligible Services:

BUS PLUS/BUS CHOICE  
 BUSINESS ISDN  
 CUSTOM CALLING  
 DID  
 DIR. WHITE PAGE SVCS  
 ENHANCED CALLERID  
 (ST-UP)  
 EXPND AREA CALLING -  
 BUS  
 FCO & FX SERVICES  
 FLAT RATE BUSINESS  
 FLAT RATE PBX  
 TRUNKS/NARS  
 MEGALINK  
 MEGALINK CHANNEL  
 MESSAGING CNS  
 FEATURES  
 MSG/MEAS RATE BUS  
 MSG/MEAS RATE PBX  
 MULTISERV/MULTISER  
 V PLUS  
 NARs - ESSX/Digital  
 ESSX Service  
 NARs - MegaLink  
 Channel Service  
 NON LIST/NON  
 PUBLISHED SVCS  
 OFF PREM EXT (OPX)  
 OPT CALL PLAN (OCP)

PRIMARY RATE ISDN  
 REMOTE CALL FWD  
 RINGMASTER  
 SMARTRING IAS SPA  
 DED RING  
 TIE LINES  
 TOUCHSTAR  
 VOICE GD NON-DATA  
 ALARM & CONTROL  
 CKT  
 BELLSOUTH CENTREX

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**NOTE:**

Pages 8 thru 10 of this agreement are addendums specific to other state jurisdictions in BellSouth's region. These have been withheld from this filing since they have no impact on contract terms relative to services provided in Kentucky.

