

*executed
6/16/06
waiting on
contract*

MSA Number GA98-4718-00
Volume and Term Agreement GA99-4510-00
Amendment 2

AMENDMENT TWO TO VOLUME & TERM AGREEMENT

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This Amendment Two ("Second Amendment") is to the Volume & Term Agreement GA99-4510-00, entered into between BellSouth Telecommunications, Inc. ("BellSouth") and First Data Corporation, on behalf of itself and its Affiliates ("Customer") on August 12, 2002 (the "Agreement").

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A. Customer and Bell South agree to extend the term of the Agreement for three additional Contract Years as follows:

- Contract Year 5 will be August 1, 2006 thru July 31, 2007
- Contract Year 6 will be August 1, 2007 thru July 31, 2008
- Contract Year 7 will be August 1, 2008 thru July 31, 2009

Contract Year 5, Contract Year 6 and Contract Year 7 shall collectively be known as the "Second Renewal Term".

B. The Reward Level found in Section I (I) of the Agreement is hereby amended by deleting "twelve percent (12%)" and replacing it with "twenty two percent (22%)" for the Second Renewal Term.

C. The Annual Revenue Commitment found in Section IV (A) of the Agreement is hereby amended by deleting "\$2,288,500" and replacing it with "\$2,336,000" for each Contract Year of the Second Renewal Term.

D. The Reward Eligible Services for the Second Renewal Term are listed in Revised Appendix 1 to the Agreement, which is attached to this Second Amendment.

E. The effective date of this Second Amendment shall be August 1, 2006.

F. The termination date of the Agreement shall be July 31, 2009.

G. This offer shall be valid until July 31, 2006.

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MSA Number GA98-4718-00
Volume and Term Agreement GA99-4510-00
Amendment 2

Except for the foregoing, the remaining terms and conditions of the Agreement remain fully executable between BellSouth and Customer.

Customer: First Data Corporation

By: BellSouth Telecommunications, Inc.

By: [Signature]

By: [Signature]

Printed Name: Canda S. Rozier

Printed Name: Kimberly Senior

Title: Assistant Secretary

Title: Sales AVP

Date: 6/16/06

Date: 6.26.06

PROPRIETARY - Not For Disclosure Outside of BellSouth Except With Written Permission



MSA Number GA98-4718-00
Volume and Term Agreement GA99-4510-00
Amendment 2

Revised Appendix 1

Reward Eligible Services

ALARM & CONTROL CKT
ANALOG DATA SERVICE
BUSINESS ISDN
BUS PLUS/BUS CHOICE
CUSTOM CALLING
DIR. WHITE PAGE SVCS
ENHANCED CALLERID
EXPND AREA CALLING - BUS *
FLAT RATE BUSINESS
MESSAGING CNS FEATURES
MSG/MEAS RATE BUS
NON LIST/NON PUBLISHED SVCS
PRESTIGE
REMOTE CALL FWD
RINGMASTER
TOUCHSTAR
BELLSOUTH CENTREX
CRISISLINK
ACCUPULSE
FLEXSERV
LIGHTGATE
MEGALINK
SYNCHRONET
MEGALINK CHANNEL SERVICE **
MegaLink Channel Service NARs ***
DID
FLAT RATE PBX TRUNKS/NARS
MSG/MEAS RATE PBX

* EXPND AREA CALLING - BUS is not Reward Eligible in NC
** MEGALINK CHANNEL SERVICE is not Reward Eligible in AL
*** MEGALINK CHANNEL SERVICE NARs is not Reward Eligible in AL

PROPRIETARY - Not For Disclosure Outside of BellSouth Except With Written Permission



NOTE:

Page 4 of this agreement is an addendum specific to another state jurisdiction in BellSouth's region. This has been withheld from this filing since it has no impact on contract terms relative to services provided in Kentucky.



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Regulated Services Agreement LA04-F328-10
Amendment

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

This Amendment is to the BellSouth Business Master Agreement for Regulated Services and Volume & Term Agreement ("Volume & Term Agreement") LA04-F328-10, entered into between BellSouth Telecommunications, Inc. by BellSouth Business Systems, Inc. ("BST") and Halliburton Energy Services, Inc. ("Customer") on January 31, 2005.

- A. Customer and BST agree to extend the Term of the Volume & Term Agreement for Two (2) Additional Contract Years.
- B. Customer and BST agree to an Annual Revenue Commitment in Contract Year Three of the Volume & Term Agreement of \$738,000.00. The Annual Revenue Commitment represents eighty-five percent (85.00%) of Customer's Baseline billing for the previous Contract Year.
- C. The Annual Revenue Commitment in Contract Year Four of the Volume & Term Agreement shall be eighty-five percent (85.00%) 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 Three are listed in Revised Appendix 1 to the Volume & Term Agreement, which is attached.
- E. Should Customer terminate a BST Regulated Service covered by this Agreement as a result of Customer's purchase of BellSouth NetVPN Service pursuant to a promotion that provides that termination charges are not applicable to the termination of the BST Regulated Service in accordance with the terms of the promotion, and the Customer's participation in the promotion 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 Customer's migration of the BST Regulated Service to BellSouth NetVPN Service, in accordance with the promotion.
- F. The Effective Date of this Amendment shall be January 1, 2007, the first day of Contract Year Three.
- G. The "Expiration Date" of the Volume & Term Agreement shall be December 31, 2008 at 11:59 p.m.
- H. 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 Volume & Term Agreement remain fully executable between BST and Customer.

Customer:

Halliburton Energy Services, Inc.

By: George T. Bostwick

Printed Name: George T. Bostwick

Title: Sr. Contracts Administrator

Date: 6/27/06

BellSouth Telecommunications, Inc.

By: BellSouth Business Systems, Inc.

By: Kimberly Senior

Printed Name: Kimberly Senior

Title: Sales AVP

Date: 6/27/06

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Regulated Services Agreement LA04-F328-10
Amendment

Revised Appendix 1 to Regulated Services Agreement

- 1. Customer: Halliburton Corporation
- 2. Term: 2 Additional Contract Years (Effective January 1, 2007)

Volume and Term Provisions – Effective January 1, 2007

A.	Annual Revenue Commitment: (85.00% of Baseline)	\$738,000.00
B.	Baseline (First Year):	\$869,000.00
C.	Reward Level	17.00%
D.	Growth Percentage	3.00%
E.	Annual Growth Incentive Award:	10.00% (not to exceed \$20,000)
F.	Reward Eligible Services	

- Analog Private Line
- Business ISDN
- Basic Business Service
- BellSouth Centrex
- CrisisLink
- FCO & FX Service
- Frame Relay
- Metro Ethernet
- MultiServ
- ESSX / MultiServ NARs
- MegaLink Channel Services NARs
- PBX / DID Trunks
- Primary Rate ISDN, Except in LA



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

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

This Amendment is to the BellSouth Business Master Agreement for Regulated Services and Volume & Term Agreement NC03-1003-10 ("Volume & Term Agreement"), entered into between BellSouth Telecommunications, Inc. by BellSouth Business Systems, Inc. ("BST") and US Airways, Inc. ("Customer") on May 7, 2003.

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- A. Customer and BST agree to extend the Term of the Volume & Term Agreement for three (3) Additional Contract Years.
- B. Customer and BST agree to an Annual Revenue Commitment in Contract Year Four of the Volume & Term Agreement of \$1,350,000.00. The Annual Revenue Commitment represents eighty-five percent (85%) of Customer's Baseline billing for the previous Contract Year. The Annual Revenue Commitment will be adjusted as necessary according to Paragraph 16 (Tariff Change) of the Agreement during the Annual True Up for Contract Year Four.
- C. The Annual Revenue Commitment for Contract Year Five and Contract Year Six of the Volume & Term Agreement shall be eighty-five percent (85%) 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 Four are listed in Revised Appendix 2 to the Volume & Term Agreement, which is attached.
- E. If Customer's Centrex service is disconnected prior to the Expiration Date as a result of Customer's purchase of a comparable BellSouth solution* or migration to another telecommunications solution, provided that any Regulated Services that are required to provision such solutions will be purchased from BST; and if either of these actions significantly reduce the volume of network services required by Customer, with the result that Customer is unable to meet its Annual Revenue Commitment under this Agreement, BST and Customer will cooperate to reduce Customer's Annual Revenue Commitment to the extent of any Shortfall resulting from this action. This provision does not apply to a change resulting from a decision by Customer to transfer a portion 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. 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 Commitment.

*BellSouth products or services providing equivalent or greater functionality and capacity, including network-based hosted telephony solutions and premises-based telephony solutions (must be comprised of telephony equipment, network transport circuits, and installation).
- F. If Customer executes this Amendment by June 30, 2006, the Effective Date of this Amendment shall be May 1, 2006, and will be designated the first day of Contract Year Four.
- G. If BST receives written notification from Customer of its intent to terminate the Volume and Term Agreement not later than sixty (60) days before the end of the Fifth Contract Year, the Volume and Term Provisions of this Agreement will be terminated at the end of the Fifth Contract Year and termination penalties as specified in Section 19 of the Volume & Term Agreement will not apply. Notification received later than sixty (60) days before the end of the Fifth Contract Year will result in termination penalties in accordance with Section 19 of the Volume & Term Agreement.
- H. Unless terminated in accordance with Section G. Above, the "Expiration Date" of the Volume & Term Agreement shall be April 30, 2008 at 11:59 p.m.
- I. This offer shall be valid until June 30, 2005.

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

Customer:
US Airways, Inc.
By: [Signature]
Printed Name: Todd Christy Scott Kirby
Title: Managing Director EVP
Date: 6/20/06

BellSouth Telecommunications, Inc.
By: BellSouth Business Systems, Inc.
By: [Signature]
Printed Name: Cindy B. Selfridge
Title: AVP - BBS
Date: 6/26/06

2 P

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Amendment

Appendix 2 to Regulated Services Agreement

- 1. Customer: US Airways, Inc.
- 2. Term: 3 Additional Contract Years, with termination rights as set forth in Section F of this Amendment, subject to Customer providing notice to BST no later than 60 days prior to end of the Fifth Contract Year.

Volume and Term Provisions - Contract Year Four

- A. Annual Revenue Commitment: \$1,350,000.00
(85.00% of Baseline)
- B. Baseline (First Year): \$1,588,000.00
- C. Reward Level A 15.0%
- D. Growth Percentage 3.00%
- E. Annual Growth Incentive Award: 15.00% (not to exceed \$30,000)
- F. Reward Eligible Services

- A BELLSOUTH CENTREX
- A BUS PLUS/BUS CHOICE
- A BUSINESS ISDN
- A CUSTOM CALLING
- A DID
- A DIR. WHITE PAGE SVCS
- A EXPND AREA CALLING - BUS
- A FCO & FX SERVICES
- A FLAT RATE BUSINESS
- A FLAT RATE PBX TRUNKS/NARS
- A MEGALINK CHANNEL
- A MESSAGING CNS FEATURES
- A MSG/MEAS RATE BUS
- A MSG/MEAS RATE PBX
- A NARS - MegaLink Channel Service
- A NON LIST/NON PUBLISHED SVCS
- A REMOTE CALL FWD
- A SYNCHRONET
- A TOUCHSTAR
- A VOICE 60 NON-DATA
- A ALARM & CONTROL CKT
- A ANALOG DATA SERVICE



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 AL04-3047-10
Amendment

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

This Amendment is to the BellSouth Business Master Agreement for Regulated Services and Volume & Term Agreement ("Volume & Term Agreement") AL04-3047-10, entered into between BellSouth Telecommunications, Inc. by BellSouth Business Systems, Inc. ("BST") and Walter Industries, Inc. ("Customer") on April 13, 2004.

- A. Customer and BST agree to extend the Term of the Volume & Term Agreement for two (2) additional Contract Years.
- B. This Amendment shall supersede BellSouth Business Master Agreement for Regulated Services and Volume & Term Agreement ("Volume & Term Agreement") AL04-3045-10, which will be terminated.
- C. The purpose of this Amendment is to include the revenues of the Jim Walter Homes, Inc. BellSouth Business Master Agreement for Regulated Services and Volume & Term Agreement ("Volume & Term Agreement") AL04-3047-10 and upon execution shall supersede AL04-3047-10.
- D. Customer and BST agree to an Annual Revenue Commitment in Contract Year 3 of the Volume & Term Agreement of \$489,053.00, which is arrived at by combining the revenues from BellSouth Business Master Agreement for Regulated Services and Volume & Term Agreement ("Volume & Term Agreement") AL04-3047-10. The Annual Revenue Commitment represents ninety percent (90%) of Customer's Baseline billing for the Contract Year Three.
- E. The Annual Revenue Commitment in Contract Year 4 and Contract Year 5 of the Volume & Term Agreement shall be ninety percent (90%) of Customer's Baseline billing for the previous Contract Year.
- F. The Baseline, Annual Revenue Commitment, Reward Level and Reward Eligible Services for Contract Year 3 are listed in Revised Appendix 1 to the Volume & Term Agreement, which is attached.
- G. The Effective Date of this Amendment shall be April 1, 2006, the first day of Contract Year 3.
- H. The "Expiration Date" of the Volume & Term Agreement shall be March 31, 2009 at 11:59 p.m.
- I. 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:

Walter Industries, Inc.

By: [Signature]
 Printed Name: Jim LEVAN
 Title: TECHNICAL SERVICES Dir.
 Date: 6-28-06

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

By: [Signature]
 Printed Name: Erin Lindborg
 Title: Sales Manager
 Date: 6/29/2006

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Regulated Services Agreement AL04-3047-10

Revised Appendix 1 to Regulated Services Agreement

- 1. Customer: Walter Industries, Inc.
- 2. Term: 36 months

Volume and Term Provisions

- A. Annual Revenue Commitment: \$489,053.00
(90.00% of Baseline)
- B. Baseline (First Year): \$543,393.00
- C. Reward Level %
A 17.0%
- D. Growth Percentage 5%
- E. Annual Growth Incentive Award: 10.0% (not to exceed \$10,000)
- F. Reward Eligible Services

- A CUSTOM CALLING
- A DID
- A DIR. WHITE PAGE SVCS
- A ESSX
- A EXPND AREA CALLING - BUS
- A FCO & FX SERVICES
- A FLAT RATE BUSINESS
- A FLAT RATE PBX TRUNKS/NARS
- A FRAME RELAY
- A MEGALINK
- A MEGALINK CHANNEL
- A MESSAGING CNS FEATURES
- A MSG/MEAS RATE BUS
- A MSG/MEAS RATE PBX
- A NARs - ESSX/Digital ESSX Service
- A NARs - MegaLink Channel Service
- A NON LIST/NON PUBLISHED SVCS
- A OFF PREM EXT (OPX)
- A OPT CALL PLAN (OCP)
- A PRIMARY RATE ISDN
- A RINGMASTER
- A TOUCHSTAR
- A VOICE GD NON-DATA
- A BUS PLUS/BUS CHOICE
- A BUSINESS ISDN



Regulated Services Agreement AL04-3047-10

SAMPLE ORDER ATTACHMENT

This Order Attachment is entered into pursuant to BellSouth BusinessSM Master Agreement No. AL04-3047-10.

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

Estimated Installation Interval: _____
Customer's Installation Address: _____

Table with 5 columns: QUANTITY, USOC, DESCRIPTION, NON-RECURRING \$, RECURRING \$

Other Terms and Conditions:

CUSTOMER: Walter Industries, Inc.

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

By: _____
Printed Name: _____
Title: _____
Date: _____

By: _____
Printed Name: _____
Title: _____
Date: _____



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.

