

## ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (the "Assignment") is made as of August 26, 2009 (the "Effective Date") by and between FSH Communications, LLC, a Delaware limited liability company ("FSH" or "Assignor"), Value Added Communications, Inc. (hereinafter "Assignee") and State of Washington ("State"). Assignor, Assignee and State are sometimes collectively referred to herein as the "Parties".

WHEREAS, on or about 4/17/2006, FSH and State entered into that certain Inmate Telephone Service Agreement, as amended (the "Inmate Agreement").

WHEREAS, subsequent to entering into the Inmate Agreement, Assignor and Assignee entered into certain agreements whereby Assignor agreed to transfer and Assignee agreed to acquire certain of Assignor's inmate telephone business assets and obligations.

WHEREAS, Assignor desires to assign all of its interest, rights and obligations under the Inmate Agreement to Assignee, and Assignee desires to accept assignment of Assignor's interest, rights and obligations under the Inmate Agreement.

WHEREAS, the Parties desire to document the formal Assignment of the Inmate Agreement and State's consent to the Assignment.

NOW, THEREFORE, for good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Effective as of the Effective Date and subject to the terms and conditions hereof, the Assignor transfers, assigns and sets over to the Assignee all of the Assignor's interest in the Inmate Agreement and Assignee assumes all of Assignor's interest in the Inmate Agreement. Notwithstanding anything in the Inmate Agreement to the contrary, this Assignment and State's consent to this Assignment shall release Assignor from any and all obligations of Assignor under the Inmate Agreement.
2. Subject to the terms and conditions hereof, Assignee hereby accepts this Assignment and the assignment of Assignor's interest in the Inmate Agreement. Assignee hereby agrees to perform all obligations of Assignor under the Inmate Agreement and to hold harmless, protect and indemnify Assignor against any and all claims, causes of action, loss, costs, liabilities and expenses related to Assignee's performance or non-performance under the Inmate Agreement.
3. State hereby consents to the assignment of the Inmate Agreement to the Assignee in accordance with the terms and conditions of this Assignment, and joins in this Assignment for the purpose of acknowledging its consent and approval thereto.
4. This Assignment may be executed via facsimile and in several counterparts and all so executed shall constitute one agreement binding on all Parties hereto.

5. This Assignment shall be construed in accordance with laws of the State of Washington, without regard to conflicts of law rules, and the parties irrevocably consent to the personal jurisdiction of the courts of State of Washington and irrevocably waive any objections to personal jurisdiction or venue in State of Washington. The federal and state courts of Washington shall have exclusive jurisdiction over any disputes arising out of this Assignment or the Inmate Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed the Assignment as of the dates set forth below.

**"Assignor"**

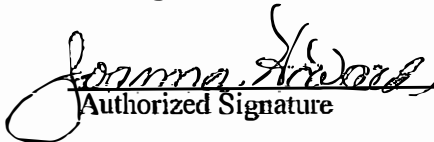
**"Assignee"**

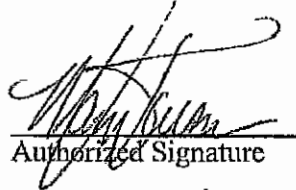
**AGREED AND  
CONSENTED TO BY:  
"State"**

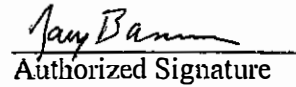
**FSH Communications, LLC  
100 W. Monroe St.  
Suite 2101  
Chicago, Illinois 60603**

**Value Added  
Communications, Inc.**

**State of Washington**

  
Authorized Signature

  
Authorized Signature

  
Authorized Signature

Joanna Howard, Int. Exec.  
Print Name and Title

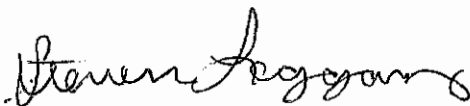
MARK TURNER - PRES.  
Print Name and Title

Gary Baum, Contracts Administrator  
Print Name and Title

5-19-09  
Date

5/19/9  
Date

8/26/09  
Date



STEVEN LOGRAMS  
VICE PRESIDENT  
JULY 27, 2009

# VAC

May 25, 2011

Attn: Contracts and Legal Affairs  
State of Washington Dept. of Corrections  
P. O. Box 41114  
Olympia, Washington 98504-1114

Subject: REQUEST FOR CONSENT

We are pleased to advise you that Global Tel\*Link Corporation ("GTEL") has agreed to acquire VAC Holding Inc. ("Holdings"), the parent of Value-Added Communications ("VAC"), in a stock transaction (the "Transaction"). Through the Transaction, GTEL and VAC plan to combine their resources to build an extraordinary company with the widest range of products and services available in the corrections telecommunications industry. The Transaction is subject to customary closing conditions and is expected to close in the next 1 to 2 months.

We are hereby requesting your consent to the Transaction for purposes of the contract(s) listed on Annex A hereto (the "Scheduled Contract(s)") and your waiver of any violation or breach of, or default under, the Scheduled Contract(s), arising as a result of, or in connection with, the Transaction. As part of your consent and waiver, you confirm that (i) the Scheduled Contract(s) are in full force and effect, (ii) the Scheduled Contract(s) have not been modified or emended other than as identified in Annex A hereto, and (iii) VAC is not in violation or breach of, or in default under, the Scheduled Contract(s). Your consent hereunder is conditioned on and will only become effective upon the closing of the Transaction.

This letter is intended to be a legally binding agreement among the parties hereto and shall be governed by and construed and enforced in accordance with the laws of the State of New York, without giving effect to any conflict of laws principles thereof.

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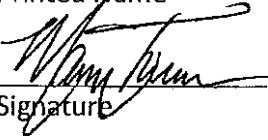
**3801 East Plano Parkway, Suite 100  
Plano, Texas 75074**

DOC CONTRACT No. CDOC6840

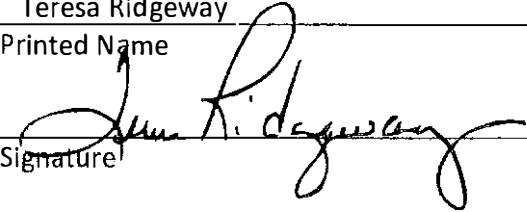
Please indicate your consent and waiver by signing two copies of this letter, retaining one for your files and returning the other to us at your earliest convenience. We greatly appreciate your prompt attention to this matter and look forward to continuing the relationship that VAC has developed with you. Please do not hesitate to call 972.535.3363 if you have any questions.

Sincerely,

**VALUE-ADDED COMMUNICATIONS, INC.**

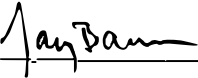
Mark Turner  
Printed Name  
  
Signature  
President and COO  
Title

**GLOBAL TEL\*LINK CORPORATION**

Teresa Ridgeway  
Printed Name  
  
Signature  
Senior Vice President, Administration  
Title

**ACKNOWLEDGED AND AGREED:**

**STATE OF WASHINGTON DEPARTMENT OF CORRECTIONS**

Gary Banning  
Printed Name  
  
Signature  
Contracts Administrator  
Title

Date

ANNEX A

Scheduled Contract(s)

- 1) State of Washington Department of Corrections Contract No. CDOC6840
- 2) State of Washington Department of Corrections Contract No. CDOC6840 Amendment No. 1
- 3) State of Washington Department of Corrections Contract No. CDOC6840 Amendment No. 2
- 4) Assignment and Assumption Agreement signed by the State of Washington on August 26, 2009