



This Amendment is made by the state of Washington, Department of Corrections, hereinafter referred to as "Department" or "DOC", FSH Communications, LLC, a Limited Liability Company "FSH", and Value Added Communications, Inc., a Delaware Corporation with its principal offices at 1601 N. Collins Blvd., Richardson, Texas, hereinafter referred to as the "VAC" or "Contractor", for the purpose of amending the above-referenced Contract, heretofore entered into between the Department and FSH Communications, LLC, hereinafter referred to as "FSH".

WHEREAS the purpose of this contract amendment is to recognize the transfer and acquisition of certain of FSH's inmate telephone business assets and obligations from FSH to VAC; provide Department consent of the assignment and assumption of this contract, and to make such other modifications to this contract as made necessary by such assignment;

NOW THEREFORE, in consideration of the terms and conditions contained herein, or attached and incorporated and made a part hereof, the Department, FSH, and VAC agree as follows:

1. PART V. – PART REPRESENTATIONS AND WARRANTIES, is amended in part to read as follows:

PART V. - PARTY REPRESENTATIONS AND WARRANTIES

Section 5.01 CONTRACTOR'S REPRESENTATIONS AND WARRANTIES

Contractor makes the following representations and warranties for the benefit of DOC:

(a)(1) FSH is a limited liability company, duly organized, validly existing and in good standing under the laws of the State of Delaware, and has the corporate power to carry on its business as it is now being conducted mid currently proposed to be conducted. FSH is qualified as a foreign corporation to do business, and is in good standing, in the State of Washington. FSH is fully licensed and registered with the Washington Utilities and Transportation Commission to provide the Services. FSH's registered agent for service of process in the State of Washington is Corporation Service Company.

(a)(2) VAC is a for profit corporation duly organized, validly existing and in good standing under the laws of the State of Delaware, and has the corporate power to carry on its business as it is now being conducted mid currently proposed to be conducted.

VAC is qualified as a foreign corporation to do business, and is in good standing, in the State of Washington. VAC is fully licensed and registered with the Washington Utilities and Transportation Commission to provide the Services. VAC's registered agent for service of process in the State of Washington is Corporation Service Company.

2. The Assignment and Assumption Agreement contemporaneously executed by FSH, VAC, and DOC is attached hereto as Appendix 7 to this contract and made a part hereof. DOC'S consent and approval of said agreement shall not affect application of the requirements of Section 11.05, Assignment, to future assignments. Neither shall such consent and approval be interpreted in any way that increases the obligations of DOC or waives any defense or right of DOC regarding this Contract. DOC releases FSH from its obligations, including those under Part VIII (Remedies), Part IX (indemnity, Liabilities and responsibilities) and Part XI (Miscellaneous), assumed by VAC pursuant to the Assignment and Assumption Agreement and this Amendment only to the extent that VAC has committed to fulfill those obligations.
  
3. APPENDIX 6.01.2 Key Personnel is amended to read as follows:

KEY PERSONNEL (effective until the effective date of this amendment)  
FSH Communications

Name	Title
Dana Alixander	Director – Sales
James Brandt	Director – Infrastructure
Greg Button	Director – Customer Service
Bob Dubay	Director – Corrections Products
Ken Jackson	Director – Operations
Shellie Luallin	Director – Information Technology
Christy Bailey	Operations Manager – Washington
Tom Deja	Operations Manager – SW WA/Oregon
Joanna Howard	Account Executive – Washington
Denitric Jenkins	Customer Account Consultant
Deb Walker	Manager – Corrections Services/Repair

KEY PERSONNEL (effective beginning on the effective date of this amendment)  
Value-Added Communications

Name	Title
Joanna Howard	Account Executive
Brian Galke	Director – Customer Care
Gamal Mohed	Director – Technical Assistance Center
Steve Hodge	Chief Technical Officer
Mark Turner	President/COO

4. Except for paragraph #1 of this Amendment, "Contractor" or "FSH", as used in this contract, shall mean FSH Communications, LLC from the Agreement's execution date through the effective date of this Amendment and shall mean Value-Added Communications, Inc. from such date forward.

All other terms and conditions remain in full force and effect. The effective date of this amendment is the date of last signature.

THIS CONTRACT AMENDMENT, consisting of three (3) pages and one (1) attachment is executed by the persons signing below who warrant that they have the authority to execute the contract amendment.

VALUE-ADDED COMMUNICATIONS,  
INC.

DEPARTMENT OF CORRECTIONS

\_\_\_\_\_  
(Signature)  
Mark Turner  
\_\_\_\_\_  
(Printed Name)  
President/CEO  
\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Signature)  
Gary Banning  
\_\_\_\_\_  
(Printed Name)  
Contracts Administrator  
\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Date)

FSH COMMUNICATIONS, LLC.

APPROVED AS TO FORM

\_\_\_\_\_  
(Signature)  
Steven Loggans  
\_\_\_\_\_  
(Printed Name)  
Vice-President/General Manager  
\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Signature)  
Pete Berney  
\_\_\_\_\_  
(Printed Name)  
Assist Attorney General  
\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Date)