

ASSET PURCHASE AGREEMENT

20th This Asset Purchase Agreement (the "Agreement") is made and entered into this day of October, 2005 (the "Effective Date"), by and among Verizon Services Corp., a Delaware corporation ("Seller"), Verizon Pennsylvania Inc., a Pennsylvania corporation, Verizon New England Inc., a New York corporation, Verizon New Jersey Inc., a New Jersey corporation, Verizon Delaware Inc., a Delaware corporation, Verizon Virginia Inc., a Virginia corporation, Verizon Maryland Inc., a Maryland corporation, Verizon New York Inc., a New York corporation, Verizon Northwest Inc., a Washington corporation, Verizon North Inc., a Wisconsin corporation, Verizon Florida Inc., a Florida corporation, Verizon California Inc., a California corporation and Verizon Select Services Inc., a Delaware corporation (collectively "Verizon Providers" and each individually a "Verizon Provider") and Public Communications Services, Inc., a California corporation ("Buyer"). (Each Verizon Provider, Buyer and Seller shall be referred to herein individually as a "Party" and collectively as the "Parties" and in addition the Verizon Providers and Seller shall be referred to herein collectively as "Sellers").

WHEREAS, Seller, using the assets and services of the Verizon Providers, other affiliates and third-party vendors, operates a business in several States that delivers telecommunication services to inmates and other parties pursuant to contracts with correctional institutions and governmental agencies; and

WHEREAS, Sellers desire to sell and assign, and Buyer desires to purchase and assume, customer contracts with correctional institutions and governmental agencies as well as certain related tangible and intangible assets and liabilities related to such customer contracts as more specifically described herein;

NOW, THEREFORE, in consideration of the respective covenants and promises contained herein and of other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

ARTICLE I

Purchase and Sale of Acquired Assets

1.1 Acquired Assets Subject to Agreement. Effective as of each Closing (as that term is hereinafter defined) and upon the terms and subject to the conditions of this Agreement, Seller and each Verizon Provider which owns any Acquired Asset (as such term is hereinafter defined) shall sell, assign, transfer, convey and deliver their respective Acquired Assets to Buyer (or in the case of the Praeses Agreement to a designee of Buyer), and Buyer shall purchase, assume and acquire from such Parties, all of their respective right, title and interest in, to and under their respective Acquired Assets relating to such Closing as the same shall exist on such Closing Date (as that term is hereinafter defined). "Acquired Assets" shall mean the following:

(a) Acquired Contracts. All of the following contracts, to the extent such contracts are assignable to Buyer (the "Acquired Contracts"):

- (i) Agreements identified on Schedule 1.1(a)(i) ("Customer Agreements"); and
- (ii) Seller's or the applicable Verizon Provider's agreements with third-party vendors to the extent that such agreements relate to or support the Customer Agreements, which agreements are identified on *Schedule 1.1(a)(ii)* (the "Vendor Agreements").
- (iii) Verizon Provider Verizon Select Services Inc.'s interest in the agreement identified on *Schedule 1.1(a)(iii)* (the "Praeses Agreement").

(b) Owned Equipment. All of the equipment ("Owned Equipment") set forth on *Schedule 1.1(b)*.

(c) Spare Parts. To the extent not listed in Schedule 1.1(b), all operating spare or replacement parts for the Owned Equipment and supplies of every kind and nature existing as of such Closing Date and located at customer sites which are the subject of the Customer Agreements and which spare or replacement parts and supplies are held for the exclusive use and support of the Customer Agreements and the Owned Equipment.

(d) Acquired Records. All business records exclusively related to the Owned Equipment or Acquired Contracts but excluding Call Detail Records (defined below).

(e) Coins in Public Telephone Pay Stations. To the extent that Owned Equipment includes any public telephone pay stations ("Public Telephone Pay Stations"), all coins in such Public Telephone Pay Stations as of such Closing.

1.2 Excluded Assets. Notwithstanding anything contained in Section 1.1 hereof to the contrary, Sellers do not sell and Buyer does not acquire any right, title or interest, in any asset or property which Sellers may use in the inmate business in the various states other than the Acquired Assets. It is understood and agreed that the Acquired Assets do not include:

- (a) other than the Acquired Assets identified in Section 1.1 above, all of the assets and rights used by Sellers to operate the inmate business in various states; and all other assets and rights used by Sellers or their affiliates to operate any business other than the inmate business on the date hereof;
- (b) any accounts receivable;
- (c) any bond or security deposit;
- (d) any claim or counterclaim arising out of facts or events before such Closing Date; and

(e) any intellectual property owned by Sellers or any of their affiliates or any rights therein.

1.3 Third-Party Consents. Nothing in this Agreement shall be construed as an attempt by Sellers to assign or partially assign any contract to the extent that such contract is not assignable without the prior consent, authorization or approval of the other party or parties thereto.

1.4 Licenses.

(a) Phase-out License. Buyer shall cease any and all use in commerce of any trademarks or service marks owned by any of the Sellers or any of their affiliates ("Excluded Marks") in any fashion or combination, and the use in commerce of any other designation indicating any affiliation with Verizon Communications Inc., Sellers or any of their respective affiliates as soon as practicable after each Closing Date; provided, however, that with respect to any Excluded Marks appearing on Public Telephone Pay Stations included in Owned Equipment, Buyer shall have thirty (30) days after such Closing Date to remove such Excluded Marks. From and after such Closing Date, Buyer shall not use in commerce or include, or permit any person to do so, the Excluded Marks in the sale or offer for sale of any products or services or in performance of the Customer Agreements. Buyer agrees not to use in commerce or seek to register, or permit the affiliates of the Buyer to use in commerce or seek to register, any trade name, service mark, trademark or domain name identical with or confusingly similar to the Excluded Marks. Buyer further agrees that it or its affiliates will never directly or indirectly challenge, contest or call into question or raise any questions concerning the validity or ownership by Verizon Communications Inc., Sellers or their affiliates of the Excluded Marks or any registration or application for registration of the Excluded Marks. Buyer agrees that nothing herein shall give Buyer or the affiliates of the Buyer any right to or interest in the Excluded Marks, except for the limited right to continue to use the Excluded Marks on the Owned Equipment including, without limitation, Public Telephone Pay Stations and inmate equipment, but only for the limited phase-out period set forth above, and all such use by the Buyer and its affiliates shall inure to the benefit of Sellers or their designee.

(b) License to Call Detail Records. Each of the Sellers agrees to and does hereby grant, on behalf of itself, a personal, nonexclusive, nontransferable license to Buyer to use, solely for the performance of their respective Customer Agreements, any and all information related to telephone calls utilizing a telephone network of Sellers or their affiliates, which calls are placed by inmates of the various correctional institutions through a call control system prior to the Closing, and which information is required to be collected pursuant to the Customer Agreements ("Call Detail Record"); it being understood that the term of this license shall be limited to the existing term of each Customer Agreement including any renewals described in such agreement or such longer period of time as may be required in such Customer Agreements to perform any audit as provided for in the Customer Agreements (without giving effect to any amendment entered into after the date hereof).

(c) No other Licenses. Except to the extent expressly provided in Sections 1.4(a) and (b) above, or any software licenses provided by third party vendors pursuant to or within the Vendor Agreements, no rights or licenses are granted to Buyer or any affiliate thereof, express or implied, including, but not limited to, any right to possess, use or disclose intellectual property of Verizon Communications Inc., Sellers, or any affiliates thereof, or under any third party intellectual property, including software.

ARTICLE II

Assumption of Liabilities

2.1 Assumption of Liabilities. Upon the terms and subject to the conditions of this Agreement, Buyer (or in the case of the Praeses Agreement the assignee designated by Buyer) shall assume, pay, perform and discharge when due, effective as of each Closing, and forever indemnify and hold Sellers and their affiliates and all of Sellers' and their affiliates' officers, directors, shareholders and partners harmless against and from all liabilities, responsibilities and obligations with respect to the ownership or operation of or related to the Acquired Assets which are the subject of each such Closing (other than the Excluded Liabilities) (the "Assumed Liabilities"), including without limitation the following:

(a) Acquired Contracts. All of Sellers' respective liabilities, responsibilities and obligations under the Acquired Contracts.

(b) Owned Equipment. All of Sellers' respective liabilities, responsibilities and obligations with respect to the Owned Equipment.

(c) Operating Liabilities. All liabilities, responsibilities, obligations, costs and expenses with respect to claims arising in any way with respect to the ownership or operation of or related to the Acquired Assets on or after the Closing, including, without limitation, telecommunication facilities charges, any and all taxes (including transaction taxes (including without limitation any sales, use, transfer, business or occupation or similar taxes)) or tort or infringement claims, but excluding Sellers' or their affiliates' obligations with respect to providing telecommunications services with respect to any prepaid calling cards delivered to customers. For the avoidance of doubt, all transaction taxes arising out of or related to this sale and purchase transaction (other than Sellers' income or franchise taxes) shall be Assumed Liabilities.

2.2 Excluded Liabilities. Seller and each Verizon Provider shall retain and shall pay, perform and discharge when due, all of their individual liabilities arising from the ownership or operation of or related to the Acquired Assets arising prior to the Closing, including without limitation, any and all liabilities with respect to litigation claims accruing prior to Closing, including without limitation, the litigation identified on *Schedule 4.5* and including the provision of telecommunications services with respect to prepaid calling cards delivered to customers (the "Excluded Liabilities").

ARTICLE III

Consideration

3.1 Consideration. The consideration to be paid by Buyer to Seller for the Acquired Assets and Licenses shall consist of (i) the payment to Seller of cash in an amount equal to [REDACTED] (“Cash Consideration”), subject to the adjustment described in Section 3.2(c) and 3.2(d) herein, and (ii) the assumption by Buyer of the Assumed Liabilities.

3.2 Payment of Cash Consideration. Buyer shall pay the Cash Consideration to Seller as follows:

(a) At the time of the first Closing, the entire Cash Consideration identified in Section 3.1(i) above, will be paid to Seller by wire transfer of immediately available funds to an account designated by Seller to be held by Seller against payment of Customer Agreement Amounts as hereinafter described, and as security for the performance by Buyer of its obligations under this Agreement. The Cash Consideration will be non-refundable except as described in Section 3.2(c) and 3.2(d) herein or Section 10.3(iv) or (v).

(b) Upon Closing of the transfer of each Customer Agreement, as described in Section 10.1 herein, Seller shall credit Buyer with payment of that portion of the Cash Consideration described on *Schedule 3.2(b)* as the “Customer Agreement Amount” for each such Customer Agreement (the remaining balance of the Cash Consideration after application of each such credit and the credit described in Section 3.2(c) herein the “Cash Consideration Balance”).

(c) In the event that (i) the closing conditions described in Sections 8.4, 8.5, 9.4 and 9.5 have not been satisfied or waived on or prior to [REDACTED] the Effective Date with respect to any Customer Agreement(s) or (ii) Seller has received written indication that a required consent described in Section 8.4, 8.5, 9.4 or 9.5 will not be obtained with respect to any Customer Agreement(s) and such refusal to consent as determined by Seller in its reasonable judgment to be reasonable, and provided that in the case of the circumstances described in either Subsection (i) or (ii) above Buyer is not in breach of its obligations herein, then an amount equal to the aggregate Customer Agreement Amounts for all such Customer Agreements shall be immediately returned to Buyer together with interest on such Customer Agreement Amounts, calculated at the Applicable Rate (as defined in Section 3.3) from the date Cash Consideration was received by Seller as described in Section 3.2(a) until the date returned to Buyer. The Cash Consideration Balance shall be credited in the amount of the refunded aggregate Customer Agreement Amounts, and the Cash Consideration shall be deemed adjusted by such aggregate amount. On receipt by Buyer of the Customer Agreement Amounts and interest, this Agreement shall be deemed terminated pursuant to the provisions of Section 10.2(a) with respect to the Acquired Assets and Assumed Liabilities related to such Customer Agreements.

(d) In the event that the transfer of the [REDACTED] as described in Schedule 1.1(a)(i) Closes, and either (i) the consent for the assignment of the [REDACTED] to an Interexchange Carrier designated by Buyer has not been obtained by [REDACTED] Effective Date as described in Section 6.2 herein, or (ii) Seller has received written indication that consent with respect to the Praeses Agreement will not be obtained, and provided that in the case of the circumstances described in subsections (i) or (ii) above the Buyer is not in breach of its obligations herein, and further provided that the Cash Consideration has been paid to Seller, then an amount equal to [REDACTED] shall be immediately refunded to Buyer together with simple interest on this amount at the Applicable Rate commencing on the date the Cash Consideration was received until the date refunded to Buyer. On receipt by Buyer of this refund and interest the Cash Consideration shall be deemed reduced in the amount of [REDACTED] and this Agreement shall be deemed terminated pursuant to the provisions of Section 10.2(a) with respect to the Acquired Assets and Assumed Liabilities arising from the Praeses Agreement.

3.3 Interest Paid on Cash Consideration Balance. The Cash Consideration Balance shall earn simple interest at the rate which is the three-month LIBOR rate as published on Telerate Page 3750 as of 11:00 a.m. London time, on the date which is two days prior to the date of receipt by Seller of the Cash Consideration, less 10 basis points; such rate shall be reset every thirty (30) days thereafter (herein "Applicable Rate"), from the date the Cash Consideration is received by Seller as described in Section 3.2(a) until such interest is paid pursuant to Section 3.2(c), Sections 10.3(iv) or (v) and Section 11.3 hereof.

ARTICLE IV

Representations and Warranties of Sellers

Sellers represent and warrant to Buyer as follows:

4.1 Organization, Standing and Power. Each of Sellers is a corporation duly organized, validly existing and in good standing under the laws of the State identified with respect to each Seller in the preamble. Sellers each have the requisite power and authority to own, lease, operate and transfer its properties, including its portion of the Acquired Assets.

4.2 Authority. Each of the Sellers has all corporate power and authority necessary to execute this Agreement and to consummate the transactions contemplated hereby. This Agreement constitutes valid and binding obligations of Sellers, enforceable against Sellers in accordance with their respective terms, such enforcement subject to bankruptcy, insolvency, reorganization, moratorium, or similar laws of general application affecting creditors' rights and the application of general principles of equity.

4.3 Equipment Condition. Except as set forth on *Schedule 4.3*, to Seller's Knowledge all of the Owned Equipment included in the Acquired Assets is in good operating condition and repair, normal wear and tear excepted. The delivery of the Owned Equipment to

Buyer will vest good and marketable title to the Owned Equipment in Buyer free and clear of all liens and encumbrances.

4.4 Acquired Contracts. Except as set forth on *Schedule 4.4*, the Seller or the relevant Verizon Provider has to Seller's Knowledge made available to Buyer complete and accurate copies of the Acquired Contracts. The Acquired Contracts are valid, binding upon the applicable Seller or Verizon Provider(s) and in full force and effect, and (ii) neither Seller or the applicable Verizon Provider, nor, to Seller's Knowledge or the relevant Verizon Provider's Knowledge, any other party to any Acquired Contract is in material breach thereof or default thereunder, and there does not exist, to Seller's Knowledge or the relevant Verizon Provider's Knowledge, any event, occurrence, condition, or act that, with the giving of notice, the lapse of time, or the happening of any further event or condition, would become a material breach or default under any Acquired Contract.

4.5 Litigation. Except as set forth on *Schedule 4.5*, there is no pending, or to the knowledge of Sellers', threatened, adverse claim, governmental investigation, suit, action, arbitration, administrative hearing or other proceeding of any nature, at law or in equity, by or against or otherwise affecting Sellers in connection with the Acquired Contracts or Owned Equipment.

4.6 Disclaimer. Except for the representations and warranties contained in this Agreement, none of the Sellers makes any other express or implied representation or warranty with respect to the Acquired Assets including as to merchantability or fitness for any particular use or purpose, or the probable success or profitability of the ownership, use or operation of the Acquired Assets by Buyer after each Closing.

ARTICLE V

Representations and Warranties of Buyer

Buyer represents and warrants to Sellers as follows:

5.1 Organization, Standing and Power. Buyer is a corporation duly organized, validly existing and in good standing under the laws of the State of California and has the requisite power and authority to conduct the business contemplated by this Agreement and to own, lease, operate or hold the Acquired Assets.

5.2 Authority. Buyer has all corporate power and authority to execute this Agreement and to consummate the transactions contemplated hereby. This Agreement constitutes valid and binding obligations of Buyer, enforceable against Buyer in accordance with their respective terms, such enforcement subject to bankruptcy, insolvency, reorganization, moratorium, or similar laws of general application affecting creditors' rights and the application of general principles of equity.

5.3 Financing. Buyer has adequate financing from internally-generated sources to enable it to fulfill its obligations under this Agreement. Buyer has sufficient financial

resources to operate the Acquired Assets and render performance under the Acquired Contracts after each Closing Date.

5.4 Acknowledgement. Buyer acknowledges that except for the representations and warranties contained in this Agreement, none of the Sellers makes any other express or implied representation or warranty with respect to the Customer Agreements or the Acquired Assets including as to merchantability or fitness for any particular use or purpose, or the probable success or profitability of the ownership, use or operation of the Customer Agreements or the Acquired Assets by Buyer after each Closing.

ARTICLE VI

Covenants of Sellers

Except and to the extent Buyer may otherwise permit in writing, Sellers covenant and agree as follows:

6.1 Conduct of Business Pending Closing. Until Closing with respect to particular Acquired Assets, each of the Sellers shall continue to operate its portion of the Acquired Assets substantially in the manner as heretofore conducted.

6.2 Third-Party Consents. After the execution of this Agreement and until the date which is [REDACTED] Effective Date, each of the Sellers shall use their commercially reasonable efforts to obtain all consents or waivers of all third parties that are necessary or required to enable each of the Sellers to transfer its portion of the Acquired Assets and to otherwise consummate the transactions contemplated hereby; provided, however, that the foregoing shall not require Sellers or any affiliate thereof to make any payment or provide any other consideration to third parties including without limitation any guaranty, to a party to obtain its consent to the assignment or novation of any contract. Promptly after being advised by Buyer of Buyer's designation of an Interexchange Carrier to be assignee of the [REDACTED] as described in Section 7.1 herein, Sellers will use their commercially reasonable efforts to obtain the consent of Praeses for assignment of the Praeses Agreement to such Interexchange Carrier contingent upon the Closing of the transfer of the [REDACTED]
[REDACTED]

6.3 Acquired Contracts. Except as described in *Schedule 6.3*, Sellers shall not amend or modify any Acquired Contract except as may be reasonably required to make the Buyer the party to the Acquired Contracts for the remainder of the existing term thereof. As of each Closing, Seller shall deliver to Buyer all documents related to the applicable Acquired Assets.

6.4 Transition Plan. As soon as practicable after execution of this Agreement, Seller shall meet with representatives of Buyer to develop in good faith a mutually agreeable transition plan that will include, without limitation, the tasks necessary to transition public and inmate phones to Buyer, transition inmate service obligations of the Customer Agreements to Buyer, and establish Buyer's post-closing facilities configuration including a determination of Buyer's use of Sellers' facilities, if any.

6.5 Pre-Closing Coin Collection. Notwithstanding anything in this Agreement to the contrary Seller may, in its discretion make one or more coin collections from Public Telephone Pay Stations prior to Closing and transfer to Buyer of such Public Telephone Pay Stations. For avoidance of doubt, Seller will not make any coin collections after Closing and transfer to Buyer of any Public Telephone Pay Station.

ARTICLE VII

Covenants of Buyer

Except and to the extent Seller may otherwise permit in writing, Buyer covenants and agrees as follows:

7.1 Third-Party Consents. Buyer shall cooperate in good faith with Sellers, and shall provide reasonable assistance to Sellers in a timely manner to obtain the consents described in Section 6.2 and shall promptly provide Sellers with such information as may reasonably be requested by Sellers including information desirable to demonstrate Buyer's fitness and ability to fulfill the obligations under any Acquired Contract. With respect to the [REDACTED] Buyer will promptly designate an Interchange Carrier as assignee and advise Seller of such designation.

7.2 Discharge of Assumed Liabilities. From and after the Closing, Buyer shall pay, perform and discharge the Assumed Liabilities as they become due.

7.3 Intellectual Property. Subject to the provisions of this Agreement and any software licenses provided by third-party vendors pursuant to or within the Vendor Agreements, Buyer shall promptly return or destroy and shall not use any intellectual property, including any third-party intellectual property, including software, of which Buyer acquires possession in connection with the Acquired Assets.

7.4 Transition Plan. As soon as practicable after execution of this Agreement, Buyer shall meet with representatives of Seller to develop in good faith a mutually agreeable transition plan that will include, without limitation, the tasks necessary to transition public and inmate phones to Buyer, transition inmate service obligations of the Customer Agreements to Buyer, and establish Buyer's post closing facilities configuration including a determination of Buyer's use of Sellers' facilities, if any.

7.5 Buyer's Financing. If Buyer has submitted a Commitment Letter with respect to financing any portion of Buyer's obligations under this Agreement, Buyer shall (i) not undertake any act or omission that would reasonably risk the loss of the financing described in the Commitment Letter, and (ii) not amend or modify any material term of the Commitment Letter without the prior written consent of Seller.

7.6 Access to Documents and Equipment. From and after each Closing, Buyer shall provide Sellers and their agents or counsel with reasonable access to documents related to the Acquired Assets and the Owned Equipment and other non-owned equipment which

may be the subject to the Customer Agreements during business hours upon prior written notice for the limited purpose of responding to discovery requests or preparing for the defense of any pending litigation. This access shall not materially interfere with Buyer's business operations.

ARTICLE VIII

Conditions to Sellers' Obligations

The obligation of Sellers to consummate any Closing shall be subject to the fulfillment, prior to or at the Closing, of each of the following conditions unless waived by Seller in writing:

8.1 Buyer's Representations and Warranties. Each representation and warranty made by Buyer in Article V hereto shall be true and correct in all material respects on and as of such Closing Date.

8.2 Buyer's Covenants. Buyer shall have performed and complied with all of the covenants set forth in Article VII which are to be complied with or performed by it before or as of such Closing Date.

8.3 Buyer's Deliveries. Buyer shall have executed and delivered to Seller the documents and items referred to in Article XII hereof.

8.4 Customer Agreement Consent. To the extent required in any applicable Customer Agreement, consent for the assignment of the Customer Agreement to Buyer, or the novation of such agreement to Buyer, shall have been obtained on or prior to [REDACTED] of the Effective Date, provided that no consent shall be necessary if the Customer Agreement does not expressly prohibit subcontracting of all of Sellers' rights and obligations to Buyer, and further provided such consent shall be deemed obtained to the extent that Seller determines in its reasonable discretion that consent was withheld or delayed unreasonably.

8.5 Vendor Agreement Consent. Consent for the partial assignment of Seller's or the applicable Verizon Provider's rights, duties, obligations and interests in any Vendor Agreement relating to the Customer Agreements shall have been obtained from the third-party vendor on or prior to [REDACTED] of the Effective Date, provided that such consent shall be deemed obtained to the extent that Seller determines in its reasonable discretion that consent was withheld or delayed unreasonably.

ARTICLE IX

Conditions to Buyer's Obligations

The obligation of Buyer to consummate any Closing shall be subject to the fulfillment, prior to or at each Closing, of each of the following conditions unless waived by Buyer in writing:

9.1 Sellers' Representations and Warranties. Each representation and warranty made by the relevant Sellers in Article IV hereof shall be true and correct in all material respects on and as of such Closing Date.

9.2 Sellers' Covenants. The relevant Sellers shall have performed and complied with all of their respective covenants set forth in Article VI that are to be performed by or complied with by them before or as of such Closing Date.

9.3 Sellers' Deliveries. Each of the relevant Sellers shall have executed and delivered to Buyer their respective documents referred to in Article XI hereof.

9.4 Customer Agreement Consent. To the extent required in any applicable Customer Agreement, consent for the assignment of the Customer Agreement to Buyer, or the novation of such agreement to Buyer, shall have been obtained on or prior to [REDACTED] of the Effective Date, provided that no consent shall be necessary, if the Customer Agreement does not expressly prohibit subcontracting of all of Sellers' rights and obligations to Buyer, and further provided such consent shall be deemed obtained to the extent that Seller determines in its reasonable discretion that consent was withheld or delayed unreasonably.

9.5 Vendor Agreement Consent. Consent for the partial assignment of Seller's or the applicable Verizon Provider's rights, duties, obligations and interests in any Vendor Agreement relating to the Customer Agreements shall have been obtained from the third party vendor on or prior to [REDACTED] of the Effective Date, provided that such consent shall be deemed obtained to the extent that Seller determines in its reasonable discretion that consent was withheld or delayed unreasonably.

ARTICLE X

Closing and Termination

10.1 Closing.

(a) Each closing of the sale and transfer of the Acquired Assets and Assumed Liabilities related to a Customer Agreement (each a "Closing") shall take place on either (i) the first business day of the month following the satisfaction or waiver of the conditions set forth in Articles VIII and IX if such satisfaction or waiver occurs on or before [REDACTED], or (ii) the first business day of the second month following the current month in which the satisfaction or waiver of the conditions set forth in Articles VIII and IX occurs, if such satisfaction or waiver occurs after the fifteenth day of the month, or (iii) an alternative date, if any, which is mutually agreed by the Parties in writing. Each Closing will take place at the offices of Seller located at 600 Hidden Ridge, Irving, Texas 75038, at 10:00 a.m. Dallas, Texas time on such date. The date on which a Closing occurs is referred to herein as a "Closing Date."

(b) Seller shall give Buyer written notice of readiness for a Closing, which notice shall identify the Customer Agreement(s) which are the subject of Closing and a

proposed Closing Date ("Seller's Readiness Notice"). The Closing described in Seller's Readiness Notice shall occur as described unless within three (3) business days after receipt thereof, Buyer provides Seller a reasonably detailed written claim that one or more of the conditions in Article IX have not been waived or satisfied ("Buyer's Rejection Notice"). Buyer shall proceed to Closing with respect to all Customer Agreements that were not challenged in Buyer's Rejection Notice, and shall be deemed to have waived any basis for a claim or objection that the conditions in Article IX have not been satisfied that is not described in Buyer's Rejection Notice. If Buyer's Rejection Notice properly identifies a condition that has not been satisfied, the Closing described in Seller's Readiness Notice shall occur on the first business day after the cure or satisfaction of such condition.

10.2 Termination. This Agreement (and the transactions contemplated hereby) may not be terminated except as follows:

- (a) Upon the mutual written consent of Seller and Buyer; or
- (b) By Seller, if Buyer is in material breach of this Agreement and such breach has not been cured within ten (10) days following the delivery of notice thereof to Buyer; or
- (c) By Buyer, if Seller or any Verizon Provider is in material breach of this Agreement and such breach has not been cured within ten (10) days following the delivery of notice thereof to Seller; or
- (d) By any Party, if all Closings with respect to all Customer Agreements have not occurred before [REDACTED] Effective Date.

10.3 Effect of Termination. Upon the termination of this Agreement in accordance with Section 10.2 hereof, the Parties shall be relieved of any further obligations or liability under this Agreement other than: (i) obligations under the Non-Disclosure Agreement, and (ii) obligations with respect to Acquired Assets, Assumed Liabilities, Excluded Assets, Excluded Liabilities and other obligations and liabilities relating to Closings that occurred prior to such termination, and (iii) the forfeiture of the Cash Consideration Balance if this Agreement is terminated pursuant to the provisions of Section 10.2(b), and (iv) the immediate return of the Cash Consideration Balance to Buyer and interest on such Cash Consideration Balance at the Applicable Rate from the date of receipt by Seller of the Cash Consideration as described in Section 3.2(a) herein to the date of return if this Agreement is terminated pursuant to the provisions of Section 10.2 (c) provided that at the time of such termination Seller shall credit the Cash Consideration Balance for all Customer Agreement Amounts relating to Customer Agreements for which that conditions of Section 8.4 and 8.5 have been satisfied and Sellers are not in material breach with respect to such Customer Agreements., and (v) the immediate return of any remaining Cash Consideration Balance to Buyer and interest on such Cash Consideration Balance at the Applicable Rate from the date of receipt by Seller of the Cash Consideration as described in Section 3.2(a) herein to the date of return if this Agreement is terminated pursuant to the provisions of Section 10.2(d) and (vi) obligations for breaches of this Agreement occurring prior to such termination.

ARTICLE XI

Sellers' Deliveries at Closing

At each Closing, Seller shall deliver the following to Buyer:

11.1 Bring-Down Certificate. A bring-down certificate executed by an executive officer of Seller certifying that the conditions specified in Sections 9.1, 9.2, 9.4 and 9.5 have been satisfied relating to the Customer Agreement(s) and Vendor Agreement(s) involved in the Closing.

11.2 Bill of Sale. A Bill of Sale with respect to the Acquired Assets relating to the Customer Agreement(s) involved in the Closing executed by the applicable Verizon Provider or Verizon Providers and an Assignment and Assumption Agreement, substantially in the form of *Exhibit A* hereto executed by Seller and the applicable Verizon Provider or Verizon Providers.

11.3 Interest Payment. A payment of interest on the Customer Agreement Amount identified on Schedule 3.2(b) for each Customer Agreement which is the subject of the Closing, calculated at the Applicable Rate from the date Cash Consideration was received by Seller as described in Section 3.2(a) until the Closing Date.

ARTICLE XII

Buyer's Deliveries at Closing

12.1 At the first Closing, Buyer shall deliver the following to Seller:

(a) Payment of Cash Consideration. The total Cash Consideration as described in Section 3.2(a) herein.

(b) Bring-Down Certificate. A bring-down certificate executed by an executive officer of Buyer certifying that the conditions specified in Sections 8.1, 8.2, 8.4 and 8.5 have been satisfied relating to the Customer Agreements and Vendor Agreement(s) involved in the Closing.

(c) Assignment and Assumption Agreement. An Assignment and Assumption Agreement, substantially in the form of *Exhibit A* hereto, executed by Buyer.

12.2 At each subsequent Closing, Buyer shall deliver to Seller the items described in Sections 12.1(b) and (c).

ARTICLE XIII

Indemnification

13.1 Survival of Representations, Warranties and Covenants.

(a) The representations and warranties contained in Sections 4.1, 4.2, 4.5, 4.6, 5.1, 5.2 and 5.4 will survive each Closing and remain in full force and effect indefinitely. Except as otherwise provided in this Agreement, each of the other representations and warranties contained in Article IV and Article V will terminate, without further action, on the date which is one year following each Closing Date (the "Expiration Date").

(b) This *Article XIII* will survive any termination of this Agreement and each Closing and shall remain in effect (i) indefinitely, with respect to any indemnifiable claim related to the breach of any covenant or the breach of any representation or warranty which pursuant to Section 13.1(a) survives indefinitely, (ii) indefinitely, with respect to any indemnifiable claim arising under or related to Excluded Liabilities pursuant to Section 13.2(a)(iii) or Assumed Liabilities pursuant to Section 13.2(b)(iii) and (iii) until the Expiration Date for any indemnifiable claims that are not specified in any of the preceding clauses. Unless a claim for indemnification with respect to any alleged breach of any representation or warranty is asserted by notice given as herein provided that specifically identifies a particular breach and the underlying facts relating thereto, which notice is given within the applicable period of survival for such representation or warranty, such claim may not be pursued and is irrevocably waived after such time. Without limiting the generality or effect of the foregoing, no claim for indemnification with respect to any representation or warranty will be deemed to have been properly made except (i) to the extent it is based upon a third party claim made or brought prior to the expiration of the survival period for such representation or warranty, or (ii) to the extent based on Indemnifiable Losses actually incurred by an Indemnitee prior to the expiration of the survival period for such representation or warranty.

13.2 Indemnification.

(a) Following each Closing and subject to the other sections of this Article XIII, Seller and the applicable Verizon Provider will indemnify, defend and hold harmless Buyer its respective directors, officers and agents from and against all Indemnifiable Losses relating to, resulting from or arising out of (i) any inaccuracy in any of the representations and warranties made by Seller or any Verizon Providers in Article IV of this Agreement, (ii) a breach by Seller or any Verizon Provider of any covenant or agreement of Seller or any Verizon Provider contained in this Agreement, which covenant or agreement requires performance by Seller or any Verizon Provider at or after any Closing, and (iii) any of the Excluded Liabilities.

(b) Following each Closing and subject to the other sections of this Article XIII, Buyer will indemnify, defend and hold harmless Sellers, their affiliates and their respective directors, officers and agents from and against all Indemnifiable Losses

relating to, resulting from or arising out of (i) any inaccuracy in any of the representations or warranties made by Buyer in Article V of this Agreement, (ii) a breach by Buyer of any covenant or agreement of Buyer contained in this Agreement, and (iii) any of the Assumed Liabilities.

(c) Following each Closing and subject to the other sections of this Article XIII, in the event that any Closing occurs in circumstances in which a third party has withheld or delayed its consent to assignment of a Customer Agreement or Vendor Agreement, but Seller has determined pursuant to the provisions of Section 8.4, 8.5, 9.4 or 9.5 that such failure to give consent was unreasonably withheld or delayed, then Seller will indemnify, defend and hold harmless Buyer and its respective directors, officers and agents from and against all Indemnifiable Losses relating to, resulting from or arising out of the final judgment of a court of competent jurisdiction, an arbitration award by an arbitrator appointed by contract or a settlement of claims to which Sellers or any of them is party, which judgment, arbitration award or settlement finds that the third party reasonably withheld or delayed its consent to such assignment.

(d) Payments made under this Section 13.2 (other than 13.2(a)(iii) and 13.2(b)(iii)) shall (unless otherwise required by law) be treated by Buyer and Sellers as purchase price adjustments and Buyer and Sellers shall file all tax returns consistent with such treatment. Notwithstanding anything to the contrary contained herein, Buyer shall not be indemnified or reimbursed for any tax consequences arising from the receipt or accrual of an indemnity payment hereunder including any tax consequences arising from adjustments to the basis of any asset resulting from an adjustment to the Cash Consideration, or any additional or reduced taxes resulting from any such basis adjustment.

13.3 Limitations on Liability.

(a) For purposes of this Agreement, (i) "Indemnification Payment" means any amount of Indemnifiable Losses required to be paid pursuant to this Agreement, (ii) "Indemnatee" means any person or entity entitled to indemnification under this Agreement, (iii) "Indemnifying Party" means any person or entity required to provide indemnification under this Agreement, and (iv) "Indemnifiable Losses" means any losses, liabilities, damages, costs and expenses (including reasonable out-of-pocket attorneys' fees and expenses) actually incurred in connection with any actions, suits, demands, assessments, judgments and settlements.

(b) As between Sellers and any Affiliate of Sellers, on the one hand, and Buyer and any Affiliate of Buyer, on the other hand, the remedies, rights and obligations set forth in this Article XIII, Sections 10.2 and 10.3 (Termination) will be the exclusive remedies, rights and obligations with respect to the liabilities and obligations referred to in Section 13.2 and any breach of the representations, warranties or covenants set forth in this Agreement. Without limiting the foregoing, as a material inducement to entering into this Agreement, to the fullest extent permitted by law, each of the Parties waives any claim or cause of action that it otherwise might assert, and any breach of the representations, warranties or covenants set forth in this Agreement, except for claims or

causes of action brought under and subject to the terms and conditions of this Article XIII, Sections 10.2 and 10.3 (Termination).

(c) Notwithstanding any other provision of this Agreement, no Indemnitee will be entitled to make a claim against an Indemnifying Party for Indemnifiable Losses arising out of or relating to any inaccuracy or representations or warranties under Sections 13.2(a)(i) or 13.2(b)(i) until the aggregate amount of claims that may be asserted for such Indemnification Losses exceeds an amount equal [REDACTED] (at which point amounts in excess [REDACTED] shall be recoverable) but only to the extent such amount is less than the amount set forth in Section 13.3 (d).

(d) Notwithstanding any other provision of this Agreement, the indemnification obligations of Seller under Sections 13.2(a)(i) and 13.2(c) or the indemnification obligation of Buyer under Section 13.2(b)(i) will not exceed an amount equal to [REDACTED] of the Cash Consideration as it may be adjusted pursuant to the provisions of Section 3.2(c). Notwithstanding the foregoing to the contrary, Seller or Buyer shall be obligated to provide indemnification for all Indemnifiable Losses that may be asserted pursuant to Sections 13.2(a)(ii), 13.2(a)(iii), 13.2(b)(ii) and 13.2(b)(iii), as applicable.

(e) No Indemnifying Party shall be liable to or obligated to indemnify any Indemnitee hereunder for any consequential, special, multiple, punitive or exemplary damages including damages arising from loss or interruption of business, profits, business opportunities or goodwill, loss of use of facilities, loss of capital, claims of customers, or any cost or expense related thereto, except to the extent such damages have been recovered by a third person and are the subject of a Third Party Claim for which indemnification is available under the express terms of this Article XIII.

(f) Seller and Buyer shall cooperate with each other with respect to resolving any claim or liability with respect to which one Indemnifying Party is obligated to indemnify an Indemnitee hereunder, including by making commercially reasonable efforts to mitigate or resolve any such claim or liability.

13.4 Defense of Claims.

(a) If any Indemnitee receives notice of the assertion of any claim or of the commencement of any action or proceeding by any entity that is not a Party to this Agreement (a "Third Party Claim") against such Indemnitee, with respect to which an Indemnifying Party is obligated to provide indemnification under this Agreement, the Indemnitee will give such Indemnifying Party reasonably prompt written notice thereof, but in any event not later than 10 calendar days after receipt of notice of such Third Party Claim; *provided, however*, that the failure of the Indemnitee to notify the Indemnifying Party shall only relieve the Indemnifying Party from its obligation to indemnify the Indemnitee pursuant to this Article XIII to the extent that the Indemnifying Party is materially prejudiced by such failure (whether as a result of the forfeiture of substantive rights or defenses or otherwise). Upon receipt of notification of a Third Party Claim, the Indemnifying Party shall be entitled, upon written notice to the

Indemnitee, to assume the investigation and defense thereof. Whether or not the Indemnifying Party elects to assume the investigation and defense of any Third Party Claim, the Indemnitee shall have the right to employ separate counsel and to participate in the investigation and defense thereof; *provided, however*, that the Indemnitee shall pay the fees and disbursements of such separate counsel unless (i) the employment of such separate counsel has been specifically authorized in writing by the Indemnifying Party, (ii) the Indemnifying Party has failed to assume the defense of such Third Party Claim within a reasonable time after receipt of notice thereof, or (iii) the named parties to the proceeding in which such claim, demand, action or cause of action has been asserted include both the Indemnifying Party and such Indemnitee and, in the reasonable judgment of counsel to such Indemnitee, there exists one or more defenses that may be available to the Indemnitee that are in conflict with those available to the Indemnifying Party. Notwithstanding the foregoing, the Indemnifying Party shall not be liable for the fees and disbursements of more than one counsel for all Indemnified Parties in connection with any one proceeding or any similar or related proceedings arising from the same general allegations or circumstances. Without the prior written consent of the Indemnitee, the Indemnifying Party will not enter into any settlement of any Third Party Claim that would lead to liability or create any financial or other obligation on the part of the Indemnitee unless such settlement includes as an unconditional term thereof the release of the Indemnitee from all liability in respect of such Third Party Claim. If a settlement offer solely for money damages is made by the applicable third party claimant, and the Indemnifying Party notifies the Indemnitee in writing of the Indemnifying Party's willingness to accept the settlement offer and pay the amount called for by such offer without reservation of any rights or defenses against the Indemnitee, the Indemnitee may continue to contest such claim, free of any participation by the Indemnifying Party, and the amount of any ultimate liability with respect to such Third Party Claim that the Indemnifying Party has an obligation to pay hereunder shall be limited to the lesser of (A) the amount of the settlement offer that the Indemnitee declined to accept plus the Indemnifiable Losses of the Indemnitee relating to such Third Party Claim through the date of its rejection of the settlement offer or (B) the aggregate Indemnifiable Losses of the Indemnitee with respect to such claim.

(b) Any claim by an Indemnitee on account of an Indemnifiable Loss that does not result from a Third Party Claim will be asserted by giving the Indemnifying Party reasonably prompt written notice thereof, but in any event not later than thirty (30) calendar days after the incurrence thereof, and the Indemnifying Party will have a period of thirty (30) calendar days within which to respond in writing to such claim. If the Indemnifying Party does not so respond within such thirty (30) calendar day period, the Indemnifying Party will be deemed to have rejected such claim, in which event the Indemnitee will be free to pursue such remedies as may be available to the Indemnitee on the terms and subject to the provisions of this Article XIII.

(c) Upon making any Indemnification Payment, the Indemnifying Party will, to the extent of such Indemnification Payment, be subrogated to all rights of the Indemnitee against any third party that is not an Affiliate of the Indemnitee in respect of the Indemnifiable Loss to which the Indemnification Payment relates; provided that (i) the Indemnifying Party shall then be in compliance with its obligations under this

Agreement in respect of such Indemnifiable Loss, and (ii) until the Indemnitee recovers full payment of its Indemnifiable Loss, all claims of the Indemnifying Party against any such third party on account of said Indemnification Payment will be subrogated and subordinated in right of payment to the Indemnitee's rights against such third party. Without limiting the generality or effect of any other provision of this Article XIII, each such Indemnitee and Indemnifying Party will duly execute upon request all instruments reasonably necessary to evidence and perfect the above-described subrogation and subordination rights.

13.5 Infringement.

(a) Notwithstanding anything in this Agreement to the contrary, Seller shall have no obligation to defend, indemnify or hold harmless Buyer or any of its affiliates from damages, costs or expenses resulting from any obligation, suit or proceeding based upon any claim that any activity subsequent to a Closing Date engaged in by Buyer, a customer of Buyer's or anyone claiming under Buyer and relating to Acquired Assets or matters which were the subject such Closing constitutes direct or contributory infringement, misuse or misappropriation of or inducement to infringe any third party intellectual property.

(b) Buyer shall defend, indemnify and hold harmless Sellers and any of their affiliates from and against any and all Indemnifiable Losses resulting from any obligation, proceeding or suit based upon any claim alleging or asserting direct or contributory infringement, misuse or misappropriation of or inducement to infringe by, Sellers or any of their affiliates of any third party intellectual property relating to the Acquired Assets or matters which were the subject of a Closing to the extent that such claim is based on, or would not have arisen but for, activity conducted or engaged in subsequent to such Closing Date by Buyer, a customer of Buyer's or anyone claiming under Buyer.

(c) Notwithstanding any other term or provision hereof to the contrary, Sellers shall defend, indemnify and hold harmless Buyer and any of its affiliates from and against any and all costs and damages, including attorneys fees, finally awarded against Buyer by a court of competent jurisdiction resulting from any obligation, proceeding or suit based upon any claim alleging or asserting direct or contributory infringement, misuse or misappropriation of or inducement to infringe by, Sellers or any of their affiliates of any third party intellectual property relating to the Acquired Assets or matters which were the subject of a Closing to the extent that such claim is based on, or would not have arisen but for, activity conducted or engaged in prior to such Closing Date by Sellers, a customer of Sellers' or anyone claiming under Sellers. Notwithstanding the foregoing, Seller shall have no obligation to defend, indemnify or hold harmless Buyer or any of its affiliates for any direct or contributory infringement, misuse or misappropriation of or inducement to infringe of any third party intellectual property occurring after the Closing.

ARTICLE XIV

Miscellaneous

14.1 Governing Law. This Agreement shall be governed by the laws of the State of New York regardless of the laws that might otherwise govern under applicable conflicts of law principles. Buyer and Sellers irrevocably submit to the exclusive jurisdiction of any New York state court and any United States Federal court located in New York for the purposes of any suit, action or other proceeding arising out of this Agreement.

14.2 Notices. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given when personally delivered or transmitted by facsimile, or five days after mailed, certified or registered mail, with postage prepaid addressed as follows (or to such other person or address as the Party to receive such notice may have designated from time to time by notice in writing pursuant hereto):

If to Seller or any of the Sellers:

Verizon Services Corp.
1717 Arch Street, 21st Floor
Philadelphia, PA 19103
Attn: William J. Nelson
Fax Number: 215-557-7249

With a copy to:

Verizon Communications Inc.
600 Hidden Ridge
HQE02H44
Attn: Dale R. Chamberlain
Irving, TX 75015
Fax Number: 972-719-0028

If to Buyer:

Public Communications Services, Inc.
11859 Wilshire Boulevard, Suite 600
Los Angeles, California 90025
Attn: Tommie E. Joe
Fax Number: 310-954-2118

With a copy to:

Russ, August & Kabat
5959 Topanga Canyon Boulevard, Suite 130



Woodland Hills, California 91367
Attn: Steven M. Siemens Esq.
Fax Number: 818-887-7730

14.3 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

14.4 Entire Agreement. This Agreement and the Non-Disclosure Agreement embody the entire agreement and understanding among Sellers and Buyer with respect to the subject matter hereof and supersede all prior agreements and understandings related to the subject matter hereof.

14.5 Modifications. Any modification, amendment or waiver of or with respect to any provision of this Agreement shall not be effective unless it shall be in writing and signed by Seller and Buyer.

14.6 Assignment and Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns. Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any Party without the prior written consent of the other. Notwithstanding the previous sentence, any Party may assign this Agreement or any interest therein (a) in connection with a change of control, merger or reorganization of such Party or a sale of all or substantially all of such Party's assets or (b) to any affiliate of such Party, provided that the assignee of such Party agrees in writing to be bound by the provisions of this Agreement.

14.7 Survival of Non-Disclosure Agreement. The provisions of the Non-Disclosure Agreement dated June 17, 2005 shall survive all Closings and shall continue to apply and govern.

14.8 No Joint and Several Liability. The Parties acknowledge and agree that each Verizon Provider owns or has an interest in only a portion of the Acquired Assets and is a party to certain of the Acquired Contracts and that Seller and each Verizon Provider makes separate and individual representations, warranties and covenants with respect to its respective portion thereof. For clarity, all references to the representations, warranties, covenants and liabilities of Sellers or Verizon Providers are agreed to constitute separate and individual liabilities of Seller and each Verizon Provider. Nothing herein shall be construed to create any joint and several liabilities of the Seller and Verizon Providers.

14.9 Knowledge Convention. As used herein the phrase "Seller's Knowledge" and "Verizon Provider's Knowledge" or similar phrases shall mean all matters actually known to Beth Temperley (after inquiry of any direct reports of such individual).

IN WITNESS WHEREOF, the Parties, acting through their duly authorized representatives, have executed this Agreement as of the date first above written.

VERIZON SERVICES CORP.

By: Stephen E. Smith
Name: Stephen E. Smith
Title: Vice President - Business Dev.

VERIZON PENNSYLVANIA INC.

By: Stephen E. Smith
Name: Stephen E. Smith
Title: Vice President - Business Dev.

VERIZON NEW ENGLAND INC.

By: Stephen E. Smith
Name: Stephen E. Smith
Title: Vice President - Business Dev.

VERIZON NEW JERSEY INC.

By: Stephen E. Smith
Name: Stephen E. Smith
Title: Vice President - Business Dev.

VERIZON DELAWARE INC.

By: Stephen E. Smith
Name: Stephen E. Smith
Title: Vice President - Business Dev.

Handwritten initials

VERIZON VIRGINIA INC.

By: Stephen E. Smith
Name: Stephen E. Smith
Title: Vice President - Business Dev.

VERIZON MARYLAND INC.

By: Stephen E. Smith
Name: Stephen E. Smith
Title: Vice President - Business Dev.

VERIZON NEW YORK INC.

By: Stephen E. Smith
Name: Stephen E. Smith
Title: Vice President - Business Dev.

VERIZON NORTHWEST INC.

By: Stephen E. Smith
Name: Stephen E. Smith
Title: Vice President - Business Dev.

VERIZON NORTH INC.

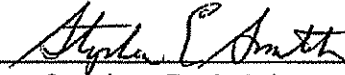
By: Stephen E. Smith
Name: Stephen E. Smith
Title: Vice President - Business Dev.

VERIZON FLORIDA INC.

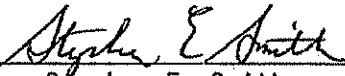
By: Stephen E. Smith
Name: Stephen E. Smith
Title: Vice President - Business Dev.

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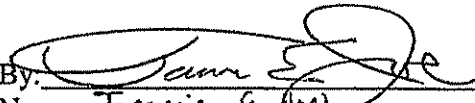
VERIZON CALIFORNIA INC.

By: 
Name: Stephen E. Smith
Title: Vice President - Business Dev.

VERIZON SELECT SERVICES INC.

By: 
Name: Stephen E. Smith
Title: Vice President - Business Dev.

PUBLIC COMMUNICATIONS SERVICES, INC.

By: 
Name: Tommie E. Goe
Title: Chief Operating Officer



SCHEDULE 1.1(b)

OWNED EQUIPMENT
(CALL CONTROL SYSTEMS & TELEPHONES BY CONTRACT)

CALL CONTROL SYSTEMS

The Call Control Systems indicated which are physically located on the following Customers' site(s) as configured on the Closing Date, but including only the features and capacities in use on the Closing Date.

<u>CUSTOMER NAME</u>	<u>MANUFACTURER</u>	<u>SYSTEM/ EQUIPMENT</u>
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
Department of Technology and Information, DE	VAC	SYSTEM 100
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]

[Handwritten signature]
4/1