



February 13, 2007

Ms. Kay R. Buck
Voice Lead
State of Delaware
Department of Technology and Information
Wn. Penn Building
801 Silver Lake Boulevard
Dover, DE 19904

RE: Revised Second Amendment to Agreement

Dear Kay:

Per your email dated February 12, 2007, please find attached two (2) executed originals of the Second Amendment to Contract Number DTI-05-0001 between the Department of Technology and Information and Public Communications Services. This updated Agreement includes the subcontractor contact information you requested.

Please review and execute one (1) original and send back to my attention at the below address.

Should you have any further questions or concerns regarding this, please feel free to give me a call at (310) 954-3037.

Sincerely,

A handwritten signature in black ink, appearing to read "Tommie E. Joe". The signature is fluid and cursive, with a large loop at the end.

Tommie E. Joe
Chief Operating Officer
Public Communications Services, Inc.

cc: Maureen O'Gorman
Chad Strong
Joe Pekarovic
Charles Freedman
Dennis Komai

SECOND AMENDMENT TO AGREEMENT

This SECOND AMENDMENT TO AGREEMENT (the "Amendment") is entered into as of February ____, 2007, by and between Public Communications Services, Inc., a California corporation ("Contractor"), and the Department of Technology and Information created under the laws of the State of Delaware ("DTI").

RECITALS:

A. Verizon Delaware Inc. ("Verizon"), as Contractor's predecessor in interest, and DTI entered into that certain Contract Number: DTI-05-0001 dated as of January 1, 2005 (as amended by the First Amendment, the "Agreement").

B. Verizon and DTI entered into that certain Amendment #1 to the Agreement, also dated January 1, 2005 (the "First Amendment"), whereby certain terms and provisions of the Agreement were amended.

C. Contractor and DTI desire to further amend the Agreement on the terms and conditions set forth below.

THEREFORE, in consideration of the foregoing recitals and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Contractor and DTI agree as follows:

1. Public and Semi-Public Payphones. Contractor shall provide DTI public and semi-public payphone services in consideration of the following payments:

(i) for all payphones generating monthly gross revenues in excess of \$150.00, PCS shall pay DTI a commission equal to 5% of the monthly gross revenues;

(ii) for all payphones generating monthly gross revenues between \$100.00 and \$150.00, there shall be no commission paid by PCS or fee paid by DTI; and

(iii) for all payphones generating monthly gross revenues of less than \$100.00, DTI shall pay PCS \$60.00 per month.

Installation and removal of all public and semi-public payphones as reasonably requested by DTI shall be at Contractor's sole expense. Any approved Delaware agencies shall have the right to participate in the above services upon the same terms and conditions set forth herein.

2. Subcontractors. DTI hereby approves the following subcontractors retained by Contractor to perform the identified services under and pursuant to the Agreement:



- (a) Synergy Telecom Service Company Inc. (Public Payphone Subcontractor)
12126 El Sendero
San Antonio, Texas 78233
Charles Slaughter
800-582-6182
210-599-7743 (direct)
210-599-7913 (fax)

- (b) Communique Network Services Inc. (Inmate Payphone Maintenance Subcontractor)
PO Box 6689
Beaverton, Oregon 97007
James Haile and Ralik Vergara
503-648-4583 (tel)
503-430-0594 (fax)

3. Confirmation. Except as modified herein, the Agreement remains unmodified and in full force and effect. In the event of a conflict between the terms of this Amendment and the Agreement, the terms of this Amendment shall prevail.

4. Counterparts. This Amendment may be executed in one or more counterpart copies and each of which so executed, irrespective of the date of execution and delivery, shall be deemed to be an original, and all such counterparts together shall constitute one and the same instrument. The signature pages of one or more of the counterpart copies may be removed from such counterpart copies and all attached to the same copy of this Amendment which, with all attached signature pages, shall be deemed to be an original Amendment.

5. Entire Agreement. The Agreement and this Amendment contain the entire integrated agreement between DTI and Contractor with respect to the subject matter of the Agreement and this Amendment. There are no other representations, agreements, arrangements or understandings, oral or in writing, between or among DTI and Contractor relating to this subject matter which are not fully expressed in the Agreement and this Amendment.

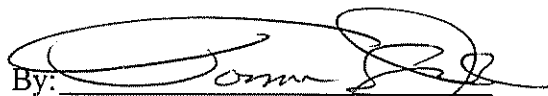
[Signatures on following page]

A handwritten signature in black ink, consisting of several overlapping loops and a long horizontal stroke extending to the right.

DTI and Contractor have executed this Amendment as of the date first written above.

Contractor:

Public Communications Services, Inc.,
a California corporation

By: 
Its: COO

DTI

Department of Technology and Information

By: _____
Its: _____