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INMATE TELEPHONE AGREEMENT Addendum Number 1

This Addendum, entered into the 25th of April 2005, between Walton County and the Sheriff of Walton County of the one part, hereinafter "Sheriff," and Pay Tel Communications, Inc. of the other part, hereinafter "Pay Tel," modifies the Inmate Telecommunications Agreement (hereafter referred to as the "Agreement") dated January 8, 2002.

For and in consideration of the mutual promises and covenants contained herein, Pay Tel and County, parties to an existing Agreement, hereby agree to modify the Agreement as follows:

1. **3.1 TERM.** The initial term ending March 12, 2007 will be extended five (5) years, to and including March 12, 2012. This Agreement shall be automatically renewed for successive five (5) year terms unless written notice of intent to terminate is given by either party no more than 120 days and not less than 60 days prior to the expiration of the then current term. Such notice shall be given in strict conformance with Paragraph 8.1.
2. **4.0 COMMISSIONS.** The commission payment shall be the following percentages of all Gross Billable revenues: forty-three percent (43%).

WALTON COUNTY JAIL:

By: Kevin W. Little (Seal)

By: KEVIN W. LITTLE (Printed)
Authorized Agent for County

Attest: Leta B. Jaavid

Date: 6/2/05

PAY TEL COMMUNICATIONS, INC.

By: Vincent Townsend (Seal)

By: Vincent Townsend (Printed)

Attest: Randy Chester

Date: 6-2-05

Account Representative: Randy Chester