

AMENDMENT # 5 TO INMATE PAY PHONE SERVICE AGREEMENT

This Amendment # 5 ("Amendment"), takes effect as of the date signed by all the parties listed in this preamble ("Effective Date"), amends and revises that certain **INMATE PAY PHONE SERVICE AGREEMENT**, dated June 1, 2005 as amended from time to time (the "Agreement"), by and between **Global Tel*Link Corporation** with an address of 12021 Sunset Hills Road, Suite 100, Reston, Virginia 20190 ("Company"), and **Yuba County**, a political subdivision of the State of California, with an address of 215 5th Street, Marysville, California 95901 ("Premises Provider") (Company and Premises Provider collectively, the "Parties" and each a "Party"). All capitalized terms not defined herein shall have the definitions set forth in the Agreement.

WHEREAS, the Parties have agreed to amend the Agreement in order to extend the term, as further provided below.

NOW, THEREFORE, in consideration of the promises and covenants set forth in this Amendment, and for good and valuable consideration, the sufficiency of which is acknowledged by the Parties' signatures, the Parties agree as follows:

The Agreement shall renew upon the expiration of the current term for an additional two (2) years, beginning January 2, 2018 and ending January 1, 2020. The Agreement shall thereafter automatically renew for additional one (1) year terms unless either Party notifies the other of its intent not to have the Agreement renew no later than ninety (90) days before expiration of the then current term.


In the event of any inconsistencies between the terms and conditions contained in the Agreement and the terms and conditions contained herein, the terms and conditions contained herein shall control. Except as set forth in this Amendment, the Agreement remains in full force and effect, without modification or amendment, and is hereby ratified and confirmed. This Amendment may be executed in multiple counterparts, each of which shall be an original, and all of which shall be one and the same contract. Original signatures transmitted by facsimile or electronic mail shall be effective to create such counterparts. Each person whose signature appears below warrants and represents that they have the requisite authority to execute this Amendment on behalf of the entity for which they are signing.

IN WITNESS WHEREOF, the foregoing Amendment has been executed by the Parties, effective as of the latest date listed below.

Company
Global Tel*Link Corporation

By: _____
Name: Jeffrey B. Haidinger
Title: President and COO
Date: _____

Premises Provider
Yuba County, California

By: 
Name: Benjamin Brooks
Title: SARL COMMANDER
Date: 07/07/17

AMENDMENT # 4 TO INMATE PAY PHONE SERVICE AGREEMENT

This Amendment # 4 ("Amendment"), takes effect as of the date signed by all the parties listed in this preamble ("Effective Date"), amends and revises that certain **INMATE PAY PHONE SERVICE AGREEMENT**, dated June 1, 2005 as amended from time to time (the "Agreement"), by and between **Global Tel*Link Corporation** with an address of 12021 Sunset Hills Road, Suite 100, Reston, Virginia 20190 ("Company"), and **Yuba County**, a political subdivision of the State of California, with an address of 215 5th Street, Marysville, California 95901 ("Premises Provider") (Company and Premises Provider collectively, the "Parties" and each a "Party"). All capitalized terms not defined herein shall have the definitions set forth in the Agreement.

WHEREAS, the Federal Communications Commission ("FCC") issued its Second Report and Order and Third Further Notice of Proposed Rulemaking in WC Docket No. 12-375 on November 5, 2015 ("FCC Order"), which mandated rates and charges for inmate telephone services, certain transaction fees, and other requirements; and

WHEREAS, the Parties have agreed to amend the Agreement in order to, among other things, implement the FCC-mandated rates, charges, fees, and other requirements, as further provided below.

NOW, THEREFORE, in consideration of the promises and covenants set forth in this Amendment, and for good and valuable consideration, the sufficiency of which is acknowledged by the Parties' signatures, the Parties agree as follows:

- I. On June 20, 2016, the rates and charges for international, interstate, and intrastate inmate telephone service ("ITS") calls and associated transaction fees ("Transaction Fees") set forth in the Agreement shall be deemed revised without further action by the Parties, and shall be implemented, as follows:

Inmate Telephone Services.

Interstate ITS calls made using a collect format: \$ 0.25 per minute of use.

Interstate ITS calls, whether made using a debit, prepaid/AdvancePay™ format: \$ 0.21 per minute of use.

Intrastate ITS calls, whether made using a collect, debit, prepaid/AdvancePay™ format: \$ 0.40 per minute of use.

International ITS calls, whether made using a debit, prepaid/AdvancePay™ format: Rates published on Company's website.

No per call, per connection, or flat-rate calling charges shall apply to international, interstate, and intrastate ITS per minute of use calls.

The rates charged are exclusive of taxes, and other amounts collected by Company on behalf of, or paid to, third parties, including but not limited to payments in support of statutory or regulatory programs mandated by governmental or quasi-governmental authorities, such as the Federal Universal Service Fee, and any costs incurred by Company in connection with such programs.

Transaction Fees. Company may charge certain Transaction Fees in accordance with the following amounts:

Fee for automated payment for credit card, debit card, and bill processing fees	\$3.00 per use
Fee for payment using live operator	\$5.95 per use
Fee for paper bill/statement	\$2.00 per use
Fee for use of third-party money transmitter (e.g., MoneyGram, Western Union, credit card processing, transfers from third-party commissary accounts)	The exact fee from the third-party provider passed through directly to customer with no markup

Single-Call and Related Billing Arrangements. Company may permit consumers to purchase ITS on a collect call basis through third-party billing arrangements that allow consumers to pay for a single ITS call using such methods as their debit or credit card, billing the cost of a single ITS call to their mobile phone account, or another arrangement. When a consumer chooses to pay for a single ITS call using such a method, the charge shall be any applicable transaction fee and other charges allowed by law.

2. Effective from the date the ITS call rates and charges, and Transaction Fees are revised by this Amendment, the commission payable to the Department under the Agreement shall be four cents (\$0.04) per minute on completed and billable intrastate inmate telephone calls using the ITS, and shall be paid within forty five (45) days following the month in which the call took place. The Company guarantees Thirty-five Thousand Dollars (\$35,000) as a Minimum Annual Guarantee ("MAG") commission. The foregoing commission shall be paid on a one-time basis for each completed and billable intrastate inmate call, and shall replace any and all commissions or other monies payable under the Agreement by Company to the Premises Provider, or to any fund or third party designated by Premises Provider, including, for the avoidance of doubt, the payment of an annual bonus in the form of prepaid cards initially described in the Assignment Agreement dated December 5, 2007, and increased to thirty five thousand Dollars (\$35,000) in the Renewal Agreement dated March 4, 2009, which will no longer be paid.
3. The Agreement shall renew upon the expiration of the current term for an additional two (2) years, beginning January 1, 2016 and ending January 1, 2018, with two (2) one (1) year extension options exercised upon written and mutual agreement between the Parties.
4. As soon as reasonably practicable following the Effective Date, Company will upgrade the inmate telephone service platform installed at Premises Provider facilities contemplated by the Agreement to the ICMv platform with three hundred and sixty five (365) days of online recording storage.
5. As soon as reasonably practicable following the Effective Date, Company will implement the Pin Debit inmate based payment method for placing inmate telephone calls.
6. The following Section is hereby added to the Agreement:

"Assignment. This Agreement shall inure to the benefit of and be binding upon the Parties and their respective permitted successors and assigns, including but not limited, to any new administration or head of Premises Provider. Neither Party shall assign any right and/or obligation under this Agreement without the other Party's prior written consent, which shall not be unreasonably withheld or delayed; provided, however, Company shall have the right to assign some or all its rights and/or obligations under this Agreement at any time to any entity that controls, is controlled by or is under common control with Company (each an "Affiliate") without the consent of the Premises Provider; provided, further, Company shall remain liable for any failure of any Affiliate to perform any assigned obligations. For the avoidance of doubt, a merger involving (i) Company or (ii) a sale of Company or

all of Company's assets shall not constitute an assignment requiring consent of Premises Provider for purposes of this Agreement."

7. The following Section is hereby added to the Agreement:

"Change-of-Law. Any rule, regulation, or other change mandated by any federal, state, or local authority which may interfere with or adversely affect Company's rights, obligations, or intended benefit under the Agreement shall entitle Company to, at its option, renegotiate or terminate the Agreement."

8. The following Section is hereby added to the Agreement:


"Service Schedules. Any Affiliate may sign in its own name a schedule for the delivery of services ("Service Schedule"), and such Service Schedule shall be considered a separate, but associated, contract incorporating this Agreement; provided, however, Company shall be responsible for its Affiliates' performance pursuant to such Service Schedule."

In the event of any inconsistencies between the terms and conditions contained in the Agreement and the terms and conditions contained herein, the terms and conditions contained herein shall control. Except as set forth in this Amendment, the Agreement remains in full force and effect, without modification or amendment, and is hereby ratified and confirmed. This Amendment may be executed in multiple counterparts, each of which shall be an original, and all of which shall be one and the same contract. Original signatures transmitted by facsimile or electronic mail shall be effective to create such counterparts. Each person whose signature appears below warrants and represents that they have the requisite authority to execute this Amendment on behalf of the entity for which they are signing.

IN WITNESS WHEREOF, the foregoing Amendment has been executed by the Parties, effective as of the latest date listed below.


Company

Global Tel*Link Corporation

By: 
Name: Mr Jeffrey B. Hardinger
Title: President & COO
Date: 6/10/16

Premises Provider

Yuba County, California

By: 
Name: Jerry Read
Title: Undersheriff
Date: 6/3/2016

AMENDMENT #3 TO INMATE PAY PHONE SERVICE AGREEMENT

THIS AMENDMENT 3 ("Amendment") dated as of the date signed by all the parties listed in this preamble, shall amend and revise that certain Inmate Pay Phone Service Agreement (the "Agreement"), dated June 1, 2005 by and between **Global Tel*Link Corporation**, having its principal place of business at 12021 Sunset Hills Road, Suite 100, Reston, VA 20194 ("Company"), and **Yuba County**, a political subdivision of the State of California, with an address of 215 5th Street, Marysville, California 95901 ("Premise Provider"). Company and Premise Provider may be referred to herein individually as the "Party" or collectively as the "Parties." All capitalized terms not defined herein shall have the definitions set forth in the Agreement.

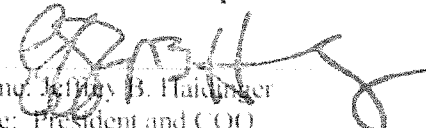
WHEREAS, the Premise Provider desires to exercise its two renewal options under the Agreement, as further provided below.

NOW THEREFORE, in consideration of the promises and covenants set forth in this Amendment, and for good and valuable consideration, the sufficiency of which is acknowledged by the Parties' signatures, the Parties agree as follows:

1. Premise Provider has exercised its 3rd renewal options under the Agreement, and the Agreement will accordingly renew upon the expiration of the current term for an additional one (1) year, beginning January 1, 2015 and ending January 1, 2016.
2. Except as set forth above, there are no other revisions or amendments to the Agreement or to the obligations of Company or Premise Provider.
3. In the event of any inconsistencies between the terms and conditions contained in the Agreement and the terms and conditions contained herein, the terms and conditions contained herein shall control.


IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have duly executed this Amendment as of the last date provided below.

Company
Global Tel*Link Corporation

By: 
Name: Jeffrey B. Haldinger
Title: President and COO

Date: 11/18/14

Premise Provider:
Yuba County, California

By: 
Name: Damon Gil
Title: Captain


Date: November 17, 2014

AMENDMENT #2 TO INMATE PAY PHONE SERVICE AGREEMENT


THIS AMENDMENT 2 ("Amendment") dated as of the date signed by all the parties listed in this preamble, shall amend and revise that certain Inmate Pay Phone Service Agreement (the "Agreement"), dated December 5, 2007 by and between **Global Tel*Link Corporation**, having its principal place of business at 2609 Cameron Street, Mobile, Alabama 36607 ("Company"), and **Yuba County**, a political subdivision of the State of California, with an address of 215 5th Street, Marysville, California 95901 ("Premise Provider"). Company and Premise Provider may be referred to herein individually as the "Party" or collectively as the "Parties." All capitalized terms not defined herein shall have the definitions set forth in the Agreement.

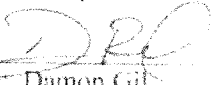
WHEREAS, the Premise Provider desires to exercise its two renewal options under the Agreement, as further provided below.

NOW THEREFORE, in consideration of the promises and covenants set forth in this Amendment, and for good and valuable consideration, the sufficiency of which is acknowledged by the Parties' signatures, the Parties agree as follows:

1. Premise Provider has exercised its 2nd renewal options under the Agreement, and the Agreement will accordingly renew upon the expiration of the current term for an additional one (1) years, beginning January 2, 2014 and ending January 1, 2015. 
2. Except as set forth above, there are no other revisions or amendments to the Agreement or to the obligations of Company or Premise Provider.
3. In the event of any inconsistencies between the terms and conditions contained in the Agreement and the terms and conditions contained herein, the terms and conditions contained herein shall control.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have duly executed this Amendment as of the last date provided below.

Company:
Global Tel*Link Corporation
By: 
Name: Jeffrey B. Haidinger
Title: President and COO
Date: 12/03/13


Premise Provider:
Yuba County, California
By: 
Name: Damon Gil
Title: Yuba County Sheriff's Office
Date:

AMENDMENT #2 TO INMATE PAY PHONE SERVICE AGREEMENT

THIS AMENDMENT 2 ("Amendment") dated as of the date signed by all the parties listed in this preamble, shall amend and revise that certain Inmate Pay Phone Service Agreement (the "Agreement"), dated December 5, 2007 by and between **Global Tel*Link Corporation**, having its principal place of business at 2609 Cameron Street, Mobile, Alabama 36607 ("Company"), and **Yuba County**, a political subdivision of the State of California, with an address of 215 5th Street, Marysville, California 95901 ("Premise Provider"). Company and Premise Provider may be referred to herein individually as the "Party" or collectively as the "Parties." All capitalized terms not defined herein shall have the definitions set forth in the Agreement.


WHEREAS, the Premise Provider desires to exercise its two renewal options under the Agreement, as further provided below.

NOW THEREFORE, in consideration of the promises and covenants set forth in this Amendment, and for good and valuable consideration, the sufficiency of which is acknowledged by the Parties' signatures, the Parties agree as follows:

1. Premise Provider has exercised its 2nd renewal options under the Agreement, and the Agreement will accordingly renew upon the expiration of the current term for an additional one (1) years, beginning January 2, 2014 and ending January 1, 2015. 
2. Except as set forth above, there are no other revisions or amendments to the Agreement or to the obligations of Company or Premise Provider.
3. In the event of any inconsistencies between the terms and conditions contained in the Agreement and the terms and conditions contained herein, the terms and conditions contained herein shall control.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have duly executed this Amendment as of the last date provided below.

Company:
Global Tel*Link Corporation

By: 
Name: Jeffrey B. Flaideringer
Title: President and COO

Date: 12/13/13

Premise Provider:
Yuba County, California

By: 
Name: Damon Gil
Title: Yuba County Sheriff's Office

Date:

ORIGINAL

RENEWAL AGREEMENT

Yuba County, CA

This **RENEWAL AGREEMENT** (the "Renewal Agreement") is made and entered into this ___ day of _____, 200_ ("Effective Date") pursuant to that certain Assignment Agreement dated December 5, 2007, by and between Yuba County, a political subdivision of California (hereinafter referred to as "County") and Global Tel*Link Corporation, a Delaware corporation with principal offices at 2609 Cameron Street, Mobile, AL 36608 (hereinafter referred to as either "GTL"). GTL and County may hereafter be referred to jointly as the "Parties" and individually as a "Party".

WITNESSETH:

WHEREAS, GTL currently provides inmate pay telephone services (the "Services") at County's inmate facility known as the Yuba County Sheriff's Office, with its administrative offices located at 215 5th Street, Marysville, CA 95901 (referred to hereinafter as the "Facility"); and

WHEREAS, the County wishes to renew the Agreement for an additional five (5) year term, extending the Agreement to January 1, 2014, with two (2) one (1) year extension options exercised upon written and mutual agreement between the Parties; and

WHEREAS, GTL will add visitation recording services to the Facility with the installation of 15 visitation booths/30 stations to include 180 days of recording storage and manual kill switches; and

WHEREAS, the distribution of pre-paid cards will adjust to \$35,000.00 annually, made in four quarterly distributions to the County; and

WHEREAS, the County's commission adjusts to 45% on all traffic beginning with the billing cycle immediately following the full execution of this Extension Agreement.

WHEREAS, except as set forth above, there is no other revision or amendment to the Agreement or the obligations of the County and GTL, and the Agreement remains in full force and effect.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have duly executed this Agreement as of the date first written above.

YUBA COUNTY, CALIFORNIA

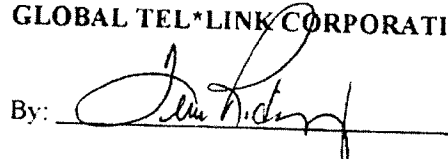
By: 

Name: Steven L. Durfor

Title: Sheriff-Coroner

Date: 2-23-2009

GLOBAL TEL*LINK CORPORATION

By: 

Name: Teresa Ridgeway

Title: SVP, Administration

Date: Mar 4 2009

COPY

ASSIGNMENT AGREEMENT

This ~~ASSIGNMENT AGREEMENT~~ (the "Assignment Agreement") is made and entered into this ~~5th~~ ^{21st} day of ~~November~~ ^{September} 2007 ("Effective Date") by and among The Pacific Bell Telephone Company, doing business as AT&T California (hereinafter referred to as "AT&T" or the "ASSIGNOR"); Global Tel*Link Corporation, a Delaware corporation with principal offices at 2609 Cameron Street, Mobile, AL 36608 (hereinafter referred to as either "GTL" or the "ASSIGNEE"); and the County of Yuba, California (hereinafter referred to as the "COUNTY"). AT&T, GTL, and COUNTY may hereafter be referred to jointly as the "Parties" and individually as a "Party".

WITNESSETH:

WHEREAS, the ASSIGNOR currently is obligated to provide to COUNTY inmate pay telephone services (the "Services") at COUNTY's inmate facilities known as the Yuba County Sheriff's Office, located at 215 5th Street, Marysville, CA 95901 (referred to hereinafter as the "Facility"), pursuant to that certain Inmate Pay Phone Service Agreement by and between the ASSIGNOR and the COUNTY entered into and effective on June 1, 2005 (hereinafter referred to as the "County Agreement"), which is incorporated by reference herein; and

WHEREAS, the County Agreement has an initial term of thirty-one (31) months ("Initial Term"), effective June 1, 2005 and terminating on December 31, 2007 ("Termination Date"), with an option to renew for one (1) year upon mutual agreement by ASSIGNOR and COUNTY; and

WHEREAS, ASSIGNOR provided COUNTY with written notice dated September 10, 2007 of intent not to pursue renewal of the County Agreement beyond the Termination Date, but extending the County Agreement on a month-to-month basis at reduced commission rates ("MTM Letter"); and

WHEREAS, ASSIGNOR hereby revokes such termination notice and the terms of the MTM Letter, and COUNTY hereby accepts such revocation; and

WHEREAS, the ASSIGNEE is in the business of providing comprehensive inmate pay telephone systems and services; and

WHEREAS, subject to the terms of this Assignment Agreement, ASSIGNOR desires to assign to ASSIGNEE ASSIGNOR'S rights and obligations under the County Agreement arising on and after the Effective Date, and subject to the terms of this Assignment Agreement, ASSIGNEE is willing to assume ASSIGNOR'S rights and obligations arising on and after the Effective Date; and

WHEREAS, the Parties acknowledge and agree that the County Agreement is by its terms assignable by ASSIGNOR to ASSIGNEE, and COUNTY hereby provides its written consent to the assignment set forth in this Assignment Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants hereinafter set forth, the Parties hereby agree as follows:

ARTICLE 1. DEFINITIONS

- 1.1 "Assumed Obligations" shall mean all of the obligations under the County Agreement arising on and after the Effective Date, specifically including any obligations of ASSIGNEE to COUNTY or third parties, if any, arising (i) under the County Agreement on and after the Effective Date or (ii) in connection with acts and/or omissions of ASSIGNEE that occur on and after the Effective Date.
- 1.2 "Excluded Obligations" shall mean any obligations of ASSIGNOR to COUNTY or third parties, if any, arising (i) under the County Agreement prior to the Effective Date or (ii) in connection with acts and/or omissions of ASSIGNOR that occurred prior to the Effective Date.

ARTICLE 2. ASSIGNMENT

- 2.1 ASSIGNOR hereby assigns to ASSIGNEE all of ASSIGNOR'S rights with respect to the County Agreement, as well as the Assumed Obligations with respect to the County Agreement, but none of the Excluded Obligations.
- 2.2 ASSIGNOR and COUNTY hereby represent to ASSIGNEE that payments and other performance obligations under the County Agreement are up to date and otherwise in compliance with the terms of said County Agreement; that neither ASSIGNOR nor COUNTY has claims against the other; and that neither ASSIGNOR nor COUNTY is aware of any claims or potential claims of third parties related in any way to said County Agreement, or the existence of any Excluded Obligations.

ARTICLE 3. ACCEPTANCE OF ASSIGNMENT AND ASSUMPTION OF COUNTY AGREEMENT

Consistent with the terms herein, ASSIGNEE hereby accepts assignment of, and assumes, all of ASSIGNOR'S rights with respect to the County Agreement, as well as the Assumed Obligations with respect to the County Agreement, but does not accept assignment of, nor does it assume, the Excluded Obligations.

ARTICLE 4. CONSENT TO ASSIGNMENT

COUNTY hereby consents to the assignment herein.

ARTICLE 5. RELEASE AND INDEMNITY

- 5.1 ASSIGNEE hereby fully releases and forever discharges ASSIGNOR, its parents, affiliates, and assigns, and its respective officers, directors, employees, from any and all future claims, actions, costs, damages, demands, debts, expenses, liabilities, and sums owed arising from or that could arise from the County Agreement as herein assigned and assumed, and ASSIGNEE shall defend, indemnify and hold harmless ASSIGNOR from and against any such claims, actions, costs, damages, demands, debts, expenses, liabilities, and sums owed; provided, however, that this Assignment Agreement shall not relieve ASSIGNOR of any obligations to the COUNTY under the County Agreement with respect to ASSIGNOR'S performance thereunder prior to the Effective Date.

- 5.2 ASSIGNOR hereby fully releases and forever discharges ASSIGNEE, its parent, affiliates, and assigns, and its respective officers, directors, employees, from any and all future claims, actions, costs, damages, demands, debts, expenses, liabilities, and sums owed arising from or that could arise from any and all Excluded Obligations, and ASSIGNOR shall defend, indemnify and hold ASSIGNEE harmless from and against any loss, damage, expense, cost, claim or liability which may be incurred by or asserted against ASSIGNEE as a result of any failure by the ASSIGNOR to perform any Excluded Obligation or that constitutes an Excluded Obligation.

ARTICLE 6. MODIFICATIONS TO THE PAY PHONE AGREEMENT.

It is understood by COUNTY and ASSIGNEE that the following modifications are hereby made to the County Agreement:

- 6.1 The names "GTL" or "Global Tel*Link Corporation" are hereby substituted throughout the County Agreement for each occurrence of the name "SBC", "SBC California" or "The Pacific Bell Telephone Company" as applicable.

- 6.2 Section 4, **COMPENSATION**, is hereby deleted in its entirety and replaced with the following:

***COMPENSATION** - In consideration of Customer providing space to GTL for inmate telephone equipment, GTL shall install, operate, and maintain inmate telephones at no charge to Customer. GTL shall compensate the Customer by paying a commission for revenue generated from calls made from the GTL inmate pay phones covered under this Agreement calculated as follows:

- (a) forty-four percent (44%) of the gross billed GTL local and intralATA revenue;
- (b) forty-four percent (44%) of the gross billed interLATA revenue;
- (c) forty-four percent (44%) of any GTL Advance Pay Calls;
- (c) less zero percent (0%) of the sum of (a), (b) and (c) to account for uncollected revenue due to fraud and/or bad debt; and
- (e) GTL will remove the existing Inmate Telephone platform and install a Global Tel*Link Telephone platform. This new platform will include the following:
 - a. Global Tel*Link LazerNet Inmate Telephone System
 - b. 180 days on-line storage for call recordings
 - d. 1 TDD-TYY phone
 - e. 1 Workstation
 - f. 1 BBJ Printer
 - g. Free local calling from Booking Phones and local attorney and County Agency calling from all inmate phones. Free local calling shall not apply to any for profit agencies.

This level of compensation shall be paid to Customer on a monthly basis. GTL and Customer agree that all charges and compensation policies are subject to

change by GTL, as may be required by any regulatory or judicial body with authority to mandate such changes.

In the event that GTL and the COUNTY agree to the first year renewal term, GTL shall pay to Customer as additional compensation, a one-time signing bonus of thirty-two thousand dollars (\$32,000) in the form of pre-paid phone cards, in dominations as determine by Customer of ten dollar (\$10) or twenty dollar (\$20), or any combination thereof. Such pre-paid phone cards shall be prorated (\$8,000 per quarter) and paid to Customer on a quarterly basis beginning on January 1, 2008. Commissions will not apply to calls placed using such pre-paid calls, however, the call rates using such cards shall be discounted ten percent (10%) from the existing inmate collect call rates.

Customer herein grants GTL the exclusive authority to act as Customer's agent for the purpose of selecting and/or changing the Preferred Interexchange Carrier (PIC) on the inmate pay phones covered by this Agreement. Customer and GTL agree that GTL shall have the sole right to select and contract with, change, and/or restrict the local and long distance carriers (both intral.ATA and inter.ATA) for all payphones covered by this Agreement. For any such selected carrier, GTL shall pay compensation at the above-mentioned rates."

6.3 Section 11, NOTICES, is hereby deleted in its entirety and replaced with the following:

"GTL shall mail compensation and all notices to Customer, and Customer shall mail all notices to GTL, at the following addresses:

To CUSTOMER:

Yuba County Sheriff's Office
215 5th Street
Marysville, CA 95901
Attn: Captain Mark Chandless

To GTL:

Global Tel*Link Corporation
2609 Cameron Street
Mobile, AL 36607
Attn: Teresa Ridgeway

6.4 Section 12, RENEWAL, is hereby deleted in its entirety and replaced with the following:

RENEWAL – This Agreement may be renewed for two (2) additional one (1) year renewal terms upon mutual agreement by both parties set forth in a written amendment to this Agreement.

ARTICLE 7. GOVERNING LAW

This Assignment Agreement shall be governed by and construed in accordance with the laws of the State of California.

IN WITNESS WHEREOF, the Parties hereto have caused this Assignment Agreement to be executed by their respective, duly authorized representatives on the day and year below written.

AT&T CALIFORNIA

By: [Signature]
Name: MICHAEL PALOVIK
Title: Regional V.P. - Sales
Date: 12/12/07

GLOBAL TEL*LINK CORPORATION

By: [Signature]
Name: Teresa Ridgeway
Title: VP, Administration
Date: Dec. 5, 2007

YUBA COUNTY

By: [Signature]
Name: [Signature]
Title: Purchasing Agent
Date: 1/30/07

<http://www.globaltelink.com>

RECORDING DISCLAIMER

Global Tel*Link Corporation ("Global") and Customer agree and stipulate that Global has no responsibility to advise Customer with respect to any applicable law, regulation, or guideline that may govern or control telephone call recordation or monitoring by Customer, or compliance therewith. Customer has its own legal counsel to advise it concerning any and all such applicable law, regulation, or guideline, and compliance therewith. Global disclaims any responsibility to provide, and in fact has not provided, Customer any legal advice concerning such applicable law, regulation, or guideline, or compliance therewith. Customer agrees to indemnify, defend, and hold Global harmless from any liability, claims, suits, proceedings, damages, costs, and expenses (including attorney's fees) relating to any claims made against Global by any person arising out of failure of Customer to comply with such applicable law, regulation or guideline.

Premise Provider and Company also agree and acknowledge that all call detail records (CDRs) and call recordings contained in the inmate telephone system equipment provided by Company to Premise Provider are the exclusive property of the Premise Provider for the term of this Agreement and any resulting extensions of this Agreement.

ATTEST:

Global Tel* Link Corporation

By: 

Its: Secretary of the Corporation

Date: Dec 5 2007

ATTEST:

"Customer"

By: 

Its: Purchasing Agent

Date: 11/30/07