



**STATE OF NEW JERSEY**  
 BUREAU OF PURCHASE  
 33 WEST STATE ST 8TH FL TRENTON, NJ 08625-0230

TERM CONTRACT  
 INMATE/RESIDENT TELEPHONE  
 CONTROL SERVICE

NUMBER : A61618  
 DATE : 09/15/05  
 BUYER : ANTOINETTE LAUDATI  
 PHONE : (609) 984-6265  
 EFFECTIVE DATE : 04/01/05  
 EXPIRATION DATE : 03/31/10  
 T-NUMBER : T1934  
 CONTRACTOR : GLOBAL TEL\*LINK

PAGE: 1

GLOBAL TEL\*LINK  
 2609 CAMERON STREET  
 MOBILE

AL 36607

VENDOR NO. :  
 VENDOR PHONE : 18001489-4500  
 FEIN/SSN :  
 REQ AGENCY : 822050 BUREAU OF PURCHASE  
 AGENCY REQ NO. :  
 PURCH REQ NO. : 1020302  
 FISCAL YEAR : 05  
 COMMODITY CODE : 91577  
 SOLICITATION # : 32533  
 BID OPEN DATE : 03/15/02

TERM CONTRACT FROM: 04/01/05 TO: 03/31/10 ESTIMATED AMOUNT: \$ 20,000,000.00

1. ORDERING PERIOD: CONTRACT BEGINNING ORDERING PERIOD IS:04/01/05  
 CONTRACT ENDING ORDERING PERIOD DATE IS:03/31/10
2. F.O.B. POINT: DESTINATION
3. DELIVERY DELIVERY WILL BE MADE WITHIN AS SPECIFIED ELSEWHERE UNLESS  
 SPECIFIED DIFFERENTLY ON EACH LINE OR UNLESS AN ALTERNATE  
 DELIVERY SCHEDULE IS INDICATED. AN ALTERNATE DELIVERY  
 SCHEDULE IS ENCLOSED HEREIN: YES
4. CASH DISCOUNT TERMS: CASH DISCOUNT TERMS ARE 00.00% DAYS.
5. PERFORMANCE BOND: PERFORMANCE BOND REQUIRED: YES ; DATE REQUIRED 00/00/00  
 AMOUNT \$500,000 ; PERCENT OF CONTRACT 0.00%
6. RETAINAGE: RETAINAGE PERCENT IS 0.00%
7. COOPERATIVE PROC: THIS CONTRACT IS AVAILABLE FOR POLITICAL SUBDIVISION USE UNDER  
 THE COOPERATIVE PROCUREMENT PROGRAM NO
8. BID REFERENCE NO: YOUR BID REFERENCE NUMBER IS: 02-X-32533
9. AWARDED LINES: YOU WERE AWARDED 1 LINES FROM THE SOLICITATION NUMBER 32533 .  
 THESE LINES ARE INCLUDED AS A PART OF THIS CONTRACT.

ALL TERMS AND CONDITIONS AS A PART OF SOLICITATION NUMBER 32533 INCLUDING ANY ADDENDA  
 THERETO AND ALSO INCLUDING THE BIDDER'S PROPOSAL AS ACCEPTED BY THE STATE ARE  
 INCLUDED HEREIN BY REFERENCE AND MADE PART HEREOF EXCEPT AS SPECIFIED HEREIN

THIS IS NOTICE OF ACCEPTANCE BY THE DIRECTOR OF THE DIVISION OF PURCHASE AND  
 PROPERTY ACTING FOR AND ON BEHALF OF THE STATE OF NEW JERSEY, OF THE OFFER  
 REFERENCED ABOVE BY YOUR FIRM WHOSE NAME AND ADDRESS APPEAR ABOVE.

\*\*\* ORIGINAL SIGNED \*\*\*

BUYER

DATE

FOR DIRECTOR DATE  
 DIVISION OF PURCHASE AND PROPERTY

USING AGENCIES CANNOT PROCESS INVOICES FOR PAYMENT OF DELIVERED  
 GOODS AND/OR SERVICES UNTIL THE PROPERLY EXECUTED BOND HAS BEEN  
 RECEIVED AND ACCEPTED BY THE PURCHASE BUREAU.

PURCHASE BUREAU (FILE COPY)

**PRICE SHEET**

**TERM CONTRACT**

BUREAU OF PURCHASE  
 PURCHASE BUREAU  
 STATE OF NEW JERSEY  
 33 WEST STATE ST 8TH FL  
 PO BOX 230  
 TRENTON

NJ 08625-0230

NUMBER : A61618  
 T-NUMBER : T1934

CONTRACTOR: GLOBAL TEL\*LINK

PAGE

2

LINE NO.	COMMODITY/SERVICE DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE OR PERCENT DISCOUNTS	EXTENDED AMT IF APPLICABLE
00001	UNLESS SPECIFIED OTHERWISE BELOW: SHIP TO: R1 STATE-WIDE ONLY  COMMODITY CODE: 915-77-024639 [TELEPHONE SERVICES, LONG DISTANCE AND...]  ITEM DESCRIPTION: COMMISSION FOR LOCAL, INTRALATA AND INTERLATA	1	LOT	NET	

STATE OF NEW JERSEY DEPARTMENT OF THE TREASURY PURCHASE BUREAU		AWARD RECOMMENDATION		REFERENCE NUMBER: X-32533 - Assignment Contract #A61618	
REPORT DATE :	8/2/05	NUMBER OF BIDS MAILED	n/a	NUMBER OF BIDS RECEIVED:	n/a
TO: Alice Small, Assistant, Director			SUBJECT: Inmate/Resident Telephone Control Service		
FROM: George Davis, Team Leader					

**RECOMMENDATION:**

It is recommended that approval be given for the assignment of the Inmate./Resident Telephone Control Service under Contract No. A61618 from AT&T to Global Tel-Link Corporation. This service is provided under the Inmate/Resident Telephone Control Services, T1934.

**JUSTIFICATION**

The original contract was awarded to AT&T. AT&T – TCG was acquired by Global Tel-Link Corporation (Gores).

Attached is a copy of the Assignment Agreement, Ownership Disclosure Form, MacBride Principles and the Affirmative Action Form. Global Tel-Link Corporation is registered with the Division of Revenue. Global Tel-Link is in compliance with Executive Order 134.

The original contract holder was AT&T Corporation, 32 Avenue of the Americas, New York, NY 10013, FID# [REDACTED]

The new contract holder is Global Tel Link Corporation, 2609 Cameron Street, Mobile, Alabama 36607, FID# [REDACTED]  
Contact Person: Timothy Miller, Phone: 732-928-7600.

A performance bond in the amount of \$500,000.00 is required. A Performance Bond package in the amount of \$500,000 will be forwarded to Global Tel Link Corporation for completion.

Submitted By Antoinette Laudati  
Antoinette Laudati

**Attachments:**

1. Assignment Agreement
1. Ownership Disclosure
2. Affirmative Action
3. MacBride Principles
4. Division of Revenue
5. EO134 Compliance

<b>APPROVALS:</b>	<u>[Signature]</u> Supervisor	<u>[Signature]</u> 9/14/05 Director, Division of Purchase & Property
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ASSIGNMENT AGREEMENT

This ASSIGNMENT AGREEMENT is made this the 2<sup>nd</sup> day of June, 2005 by and between AT&T Corp., hereinafter "Assignor", having its principal office at One AT&T Way, Bedminster, NJ 07921 and Global Tel\*Link Corporation hereinafter "Assignee", having its principal office at 2609 Cameron Street, Mobile, AL 36607, in consideration of the mutual covenants herein contained and other good and valuable consideration, the sufficiency of which is hereby acknowledged, witnesseth:

WHEREAS, Assignor entered into a Contract with the State of New Jersey, hereinafter State, identified as Number A61618, hereinafter "Contract"; WHEREAS, the Contract has an expiration date of March 31, 2010, as may be extended as permitted therein; WHEREAS, Assignor wishes to assign all of its rights and obligations under the Contract to Assignee; and WHEREAS, the Contract requires the prior written consent of the Director, Division of Purchase and Property, Department of Treasury, State of New Jersey, for the assignment thereof, see Section 311 of the Standard Terms and Conditions.


NOW THEREFORE, Assignor and Assignee agree as follows:

1. Assignor and Assignee hereby agree that Assignor shall assign all its right, title and interest, and delegate all its obligations, responsibilities and duties, in and to the contract, to the Assignee.
2. Assignee hereby accepts the assignment of all Assignor's obligations, responsibilities and duties under the Contract and all of its Assignor's right, title and interest in and to the Contract.
3. Notwithstanding the foregoing, Assignor agrees to defend and indemnify the State from any and all claims, actions, judgments, liabilities, proceedings and costs, including reasonable attorneys' fees and other costs of defense and damages, resulting from Assignor's performance prior to the assignment of the contract.
4. Assignee agrees to indemnify the State from any and all claims, actions, judgments, liabilities, proceedings and costs, including reasonable attorneys' fees and other costs of defense and damages, resulting from Assignees' performance after the assignment of the Contract.
5. The State in executing its consent to the Assignment, does not release Assignor from any claims or remedies it may have against Assignor under the Contract.

IN WITNESS WHEREOF, the parties set their hands and seals as of the date first above written by their duly authorized representatives.

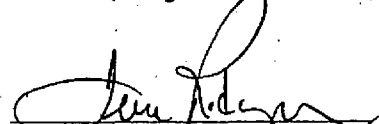
DAVID PESTER

(Assignor - Please Print)

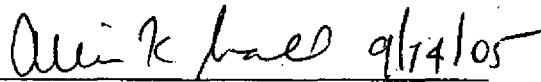
  
(Signature of Assignor)

TERESA RIDGEWAY

(Assignee - Please Print)

  
(Signature of Assignee)

Approved:



Asso Cde of Director, Division of Purchase and Property

## OWNERSHIP DISCLOSURE FORM

NUMBER :  
 OPEN DATE :  
 T-NUMBER :  
 BIDDER :

PAGE

**INSTRUCTIONS:** Provide below the names, home addresses, dates of birth, offices held and any ownership interest of all officers of the firm named above. If additional space is necessary, provide on an attached sheet.

NAME	HOME ADDRESS	DATE OF BIRTH	OFFICE HELD	OWNERSHIP INTEREST (Shares Owned or % of Partnership)
Brian Oliver	[REDACTED]	[REDACTED]	CEO	[REDACTED]
Craig Ferguson	[REDACTED]	[REDACTED]	President	[REDACTED]

**INSTRUCTIONS:** Provide below the names, home addresses, dates of birth, and ownership interest of all individuals not listed above, and any partnerships, corporations and any other owner having a 10% or greater interest in the firm named above. If a listed owner is a corporation or partnership, provide below the same information for the holders of 10% or more interest in that corporation or partnership. If additional space is necessary, provide that information on an attached sheet. **If there are no owners with 10% or more interest in your firm, enter "None" below.** Complete the certification at the bottom of this form. If this form has previously been submitted to the Purchase Bureau in connection with another bid, indicate changes, if any, where appropriate, and complete the certification below.

NAME	HOME ADDRESS	DATE OF BIRTH	OFFICE HELD	OWNERSHIP INTEREST (Shares Owned or % of Partnership)
GCEL Holdings	6260 Lookout Road Boulder, CO 80301	N/A	N/A	75%

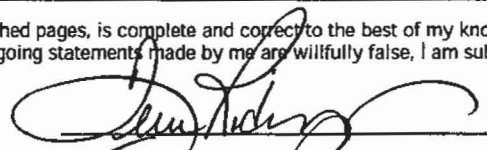
### COMPLETE ALL QUESTIONS BELOW

- |  |                                     |                                     |
|--|-------------------------------------|-------------------------------------|
|  | YES                                 | NO                                  |
| 1. Within the past five years has another company or corporation had a 10% or greater interest in the firm identified above? (If yes, complete and attach a separate disclosure form reflecting previous ownership interests.)   | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| 2. Has any person or entity listed in this form or its attachments ever been arrested, charged, indicted or convicted in a criminal or disorderly persons matter by the State of New Jersey, any other state or the U.S. Government? (If yes, attach a detailed explanation for each instance.)  | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| 3. Has any person or entity listed in this form or its attachments ever been suspended, debarred or otherwise declared ineligible by any agency of government from bidding or contracting to provide services, labor, material or supplies? (If yes, attach a detailed explanation for each instance.)   | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| 4. Are there now any criminal matters or debarment proceedings pending in which the firm and/or its officers and/or managers are involved? (If yes, attach a detailed explanation for each instance.)  | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| 5. Has any federal, state or local license, permit or other similar authorization, necessary to perform the work applied for herein and held or applied for by any person or entity listed in this form, been suspended or revoked, or been the subject of any pending proceedings specifically seeking or litigating the issue of suspension or revocation? (If yes to any part of this question, attach a detailed explanation for each instance.) | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |

**CERTIFICATION:** I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the State to notify the State in writing of any changes to the answers or information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the State of New Jersey and that the State at its option, may declare any contract(s) resulting from this certification void and unenforceable.

I, being duly authorized, certify that the information supplied above, including all attached pages, is complete and correct to the best of my knowledge. I certify that all of the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

COMPANY NAME: GlobalTel\*Link Corporation

  
 (Signature)

ADDRESS: 2609 Cameron Street  
Mobile, AL 36607

PRINT OR TYPE { Teresa Ridgway (Name)  
Secretary (Title)

FEIN/SSN#: [REDACTED]

Date: 5/27/05

Global Tel\*Link Corporation Ownership Disclosure Form (Cont'd)

NAME	HOME ADDRESS	DATE OF BIRTH	OFFICE HELD	OWNERSHIP INTEREST
Teresa Ridgeway	[REDACTED]	[REDACTED]	Secretary	[REDACTED]
Steve Yow	[REDACTED]	[REDACTED]	Treasurer	[REDACTED]

Global Tel\*Link Corporation  
Prior Ownership Disclosure Form

Through January 31, 2005 Global Tel\*Link Corporation was a wholly owned subsidiary of Schlumberger Technologies, Inc. (NYSE: SLB)



2609 Cameron Street  
Mobile, Alabama 36607  
P • (251) 479-4500  
F • (251) 473-4588  
[www.globaltellink.com](http://www.globaltellink.com)

### CERTIFICATE OF RESPONSIBLE OFFICER

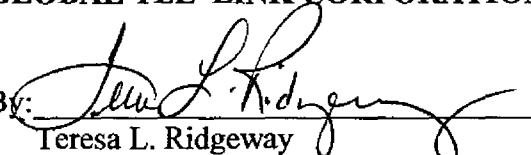
This Certificate is being provided by Global Tel\*Link Corporation ("GTL") in connection with the acquisition by GTL of certain assets and subsidiaries from AT&T Corporation that are engaged in the telecommunications payphone business in certain prisons, airports and other locations and commonly known as AT&T's "National Public Markets" unit (the "NPM Business").

I, Teresa Ridgeway, am Secretary of GTL. In my capacity as an officer of the Company and not in my individual capacity, I hereby certify that on June 2, 2005, GTL acquired, in their entirety, the assets of the NPM Business including all of the outstanding capital stock of TCG Payphones, Inc. and TCG Public Communications, Inc. I further certify that GTL has accepted the rights, responsibilities, assets and liabilities of all contracts of the NPM Business, including those of said subsidiaries, effective as of such date.

IN WITNESS WHEREOF, I hereby certify that the foregoing is true and correct.

Executed this 7<sup>th</sup> day of June, 2005.

#### GLOBAL TEL\*LINK CORPORATION

By:   
Teresa L. Ridgeway  
Secretary & Vice President of Administration



# AFFIRMATIVE ACTION EMPLOYEE INFORMATION REPORT

**IMPORTANT: READ INSTRUCTIONS ON BACK OF FORM CAREFULLY BEFORE COMPLETING FORM. TYPE OR PRINT IN SHARP BALL POINT PEN. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM MAY DELAY ISSUANCE OF YOUR CERTIFICATE**

## SECTION A - COMPANY IDENTIFICATION

1. FID.NO OR SOCIAL SECURITY <div style="background-color:gray; width:100px; height:15px;"></div>	2. TYPE OF BUSINESS <input checked="" type="checkbox"/> 1. MFG. <input type="checkbox"/> 2. SERVICE <input type="checkbox"/> 3. WHOLESALE <input type="checkbox"/> 4. RETAIL <input type="checkbox"/> 5. OTHER	3. TOTAL NO. EMPLOYEES IN THE ENTIRE COMPANY <b>146</b>
4. COMPANY NAME <b>Global Tel*Link Corporation</b>		
5. STREET <b>2609 Cameron</b>	CITY <b>Mobile</b>	COUNTY <b>Mobile</b>
STATE <b>AL</b>	ZIP CODE <b>36607</b>	
6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE) <b>GTEL Holdings</b>		CITY <b>Boulder</b>
STATE <b>CO</b>		ZIP CODE <b>80301</b>
7. DOES THE ENTIRE COMPANY HAVE A TOTAL OF AT LEAST 50 EMPLOYEES?    YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>		
8. CHECK ONE: IS THE COMPANY: <input type="checkbox"/> SINGLE-ESTABLISHMENT EMPLOYER <input checked="" type="checkbox"/> MULTI-ESTABLISHMENT EMPLOYER		
9. IF MULTI-ESTABLISHMENT EMPLOYER, STATE THE NUMBER OF ESTABLISHMENTS IN N.J. <input type="text" value="0"/>		
10. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT <input type="text" value="130"/>		
11. PUBLIC AGENCY AWARDED CONTRACT <b>New Jersey Department of Corrections</b>		CITY <b></b>
STATE <b></b>		ZIP CODE <b></b>

## OFFICIAL USE ONLY

DATE RECEIVED-MO/DAY/YR	ASSIGNED CERTIFICATION NUMBER
-------------------------	-------------------------------

## SECTION B - EMPLOYMENT DATA

12. Report all permanent, temporary and part-time employees ON YOUR OWN PAYROLL. Enter the appropriate figures on all lines and in all columns. Where there are no employees in a particular category, enter a zero. Include ALL employees, not just those in minority categories, in columns 1, 2 & 3.

JOB CATEGORIES	ALL EMPLOYEES			MINORITY GROUP EMPLOYEES (Permanent)								
	Col. 1 TOTAL <small>(Cols. 2&amp;3)</small>	Col. 2 MALE	Col. 3 FEMALE	MALE				FEMALE				
				BLACK	HISPANIC	AMERICAN INDIAN	ASIAN	BLACK	HISPANIC	AMERICAN INDIAN	ASIAN	
Officials and Managers	23	19	4	1			1					
Professionals	27	19	8	1			2		1			1
Technicians	554	44	10	5	1		2		4	1		
Sales Workers	7	5	2						1			1
Office and Clerical	32	3	29	1					16	1		
Craftworkers (Skilled)	3	2	1	1								
Operatives (Semi-skilled)												
Laborers (Unskilled)												
Service Workers												
<b>TOTAL</b>												
Total employment from Previous Report (If any)	146	92	54	9	1		5		20	4		2

The data below shall NOT be included in the figures for the appropriate categories above.

Temporary and Part-time Employees										
13. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED? <input type="checkbox"/> 1. VISUAL SURVEY <input checked="" type="checkbox"/> 2. EMPLOYMENT RECORD <input type="checkbox"/> 3. OTHER (Specify)					15. IS THIS THE FIRST EMPLOYEE INFORMATION REPORT (AA-302) SUBMITTED? 1. YES <input checked="" type="checkbox"/> 2. NO <input type="checkbox"/>			16. IF NO, DATE OF LAST REPORT SUBMITTED		
14. DATES OF PAYROLL PERIOD USED FROM: <b>12/31/03</b> TO: <b>12/31/04</b>								MO.	DAY	YEAR

## SECTION C - SIGNATURE AND IDENTIFICATION

17. NAME OF PERSON COMPLETING FORM (Print or Type) <small>(CONTRACTOR EEO OFFICER)</small> <b>Teresa Ridgeway</b>	SIGNATURE 	TITLE <b>VP OF HR</b>	DATE	MO.	DAY	YEAR
18. ADDRESS (NO. & STREET) (City) (State) (Zip Code) <b>2609 Cameron Street Mobile, Alabama 36607</b>			Phone (Area Code, No., Extension) <b>251-479-4500 ext. 2211</b>			

Affirmative Action Office

Public Agency

Contractor

NOTICE TO ALL BIDDERS  
REQUIREMENT TO PROVIDE A CERTIFICATION  
IN COMPLIANCE WITH MacBRIDE PRINCIPLES  
AND NORTHERN IRELAND ACT OF 1989

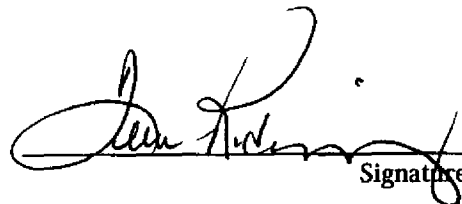
Pursuant to Public Law 1995, c.134, a responsible bidder selected, after public bidding, by the Director of the Division of Purchase and Property, pursuant to N.J.S.A. 52:34-12, or the Director of the Division of Building and Construction, pursuant to N.J.S.A. 52:32-2, must complete the certification below by checking one of the two representations listed and signing where indicated. If a bidder who would otherwise be awarded a purchase, contract or agreement does not complete the certification, then the Directors may determine, in accordance with applicable law and rules, that it is in the best interest of the State to award the purchase, contract or agreement to another bidder who has completed the certification and has submitted a bid within five (5) percent of the most advantageous bid. If the Directors find contractors to be in violation of the principles which are the subject of this law, they shall take such action as may be appropriate and provided for by law, rule or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I certify, pursuant to N.J.S.A. 52:34-12.2, that the entity for which I am authorized to bid:

X has no ongoing business activities in Northern Ireland and does not maintain a physical presence therein through the operation of offices, plants, factories, or similar facilities, either directly or indirectly, through intermediaries, subsidiaries or affiliated companies over which it maintains effective control; or

\_\_\_\_\_ will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principles of nondiscrimination in employment as set forth in N.J.S.A. 52:18A-89.5 and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of their compliance with those principles.

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

  
\_\_\_\_\_  
Signature of Bidder

Dated:

Print or Type { Teresa Ridgeway Name  
{ Secretary of the Corporation Title  
{ Global Tel\*Link Corporation Name of Company



## STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

**Taxpayer Name:** GLOBAL TEL\*LINK CORPORATION

**Trade Name:**

**Address:** 2609 CAMERON STREET  
MOBILE, AL 36607

**Certificate Number:** 0111841

**Date of Issuance:** July 26, 2005

**For Office Use Only:**

20050726120752011

**Laudati, Toni**

---

**From:** Antinoro, Katherine  
**Sent:** Thursday, July 07, 2005 9:38 AM  
**To:** Laudati, Toni  
**Subject:** EO 134 approval

Toni,  
Global Tel Link Corporation (02-X-32533) and Teloquent Communications Corp. (27573) are in compliance with Executive Order 134.  
Thank you  
Kathy



## ASSIGNMENT AND ASSUMPTION AGREEMENT

This ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Agreement") is dated as of June 2, 2005, between AT&T CORP., a New York corporation ("AT&T"), and certain of its subsidiaries referred to in the Purchase Agreement (as defined below) as "Selling Subsidiaries" (collectively with AT&T, "Assignors"), and GLOBAL TEL\*LINK CORPORATION, a Delaware corporation ("Global").

### WITNESSETH:

WHEREAS, pursuant to that certain Assignment and Assumption Agreement, dated April 28, 2005, by and between Global and GTEL Holdings, Inc., a Delaware corporation ("GTEL"), Global is vested with all of GTEL's rights and interests in, and has assumed all of GTEL's obligations under, that certain Purchase Agreement, dated as of February 17, 2005, by and between AT&T and GTEL (the "Purchase Agreement"); and

WHEREAS, AT&T and Global now desire to carry out the intent and purpose of the Purchase Agreement by effecting (i) the sale and transfer of the Assets and the Shares by Assignors to Global and (ii) the assumption of the Assumed Liabilities by Global from Assignors.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby agree as follows:

1. Definitions. Capitalized terms used herein (including the recitals hereto) and not otherwise defined herein shall have the meanings given such terms in the Purchase Agreement.
2. Assignment of Assets and Shares. Assignors hereby sell, assign and transfer to Global all of their right, title and interest in and to the Assets and the Shares.
3. Acceptance and Assumption. Global hereby accepts the within sale, assignment and transfer to Global of all of Assignors' right, title and interest in and to the Assets and the Shares, and hereby undertakes and assumes, for the benefit of Assignors and their respective successors and assigns, all of the Assumed Liabilities, and shall hereafter pay, perform, satisfy and discharge the Assumed Liabilities.
4. Non-contravention. Notwithstanding the foregoing, nothing in this Agreement shall be construed to constitute an assignment or attempted assignment of any agreement if the attempted assignment thereof without the consent of the other party thereto would constitute a breach thereof. Any such agreements shall remain subject to the provisions of Section 7.7 of the Purchase Agreement.
5. Further Assurances. Upon the reasonable request of a party hereto, the other party shall (and, if applicable, cause its subsidiaries to), at the cost and expense of the requesting party, execute and deliver such further instruments of assignment, transfer,

conveyance, endorsement, direction or authorization and other documents as the requesting party or its counsel may reasonably request in order to effectuate the purposes of this Agreement.

6. Entire Agreement. This Agreement, together with the Purchase Agreement, constitutes, on and as of the date hereof, the entire agreement of the parties hereto with respect to the subject matter hereof, and all prior or contemporaneous understandings or agreements, whether written or oral, among such parties with respect to the subject matter hereof are hereby superseded in their entirety. In the event of any conflict between the terms hereof and the terms of the Purchase Agreement, the terms of the Purchase Agreement shall govern.

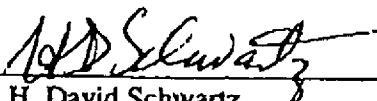
7. GOVERNING LAW. THIS AGREEMENT SHALL IN ALL RESPECTS BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED IN SUCH STATE.

8. Miscellaneous. This Agreement (a) shall not be waived, amended or modified except by an instrument in writing executed by the parties hereto, (b) may be executed in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement, and (c) shall be binding upon the successors and assigns of the parties hereto. Section and title headings in this Agreement are for descriptive purposes only and shall not control or alter the meaning of this Agreement as set forth in the text.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed this Assignment and Assumption Agreement as of the day and year first above written.

**AT&T CORP.**

By   
Name: H. David Schwartz  
Title: Assistant Secretary

**GLOBAL TEL\*LINK CORPORATION**

By \_\_\_\_\_  
Name:  
Title:

[Additional signature page follows]

[Signature page to Assignment and Assumption Agreement]




IN WITNESS WHEREOF, the parties hereto have executed this Assignment and Assumption Agreement as of the day and year first above written.

**AT&T CORP.**

By \_\_\_\_\_  
Name:  
Title:

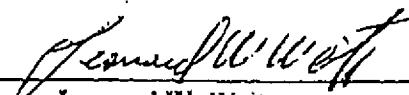
**GLOBAL TEL\*LINK CORPORATION**

By   
Name: Brent D. Bradley  
Title: VP + Asst. Secretary

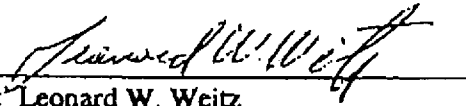
[Additional signature page follows]

**AT&T COMMUNICATIONS OF NJ, LP,**  
successor to AT&T Communications of New  
Jersey, Inc.

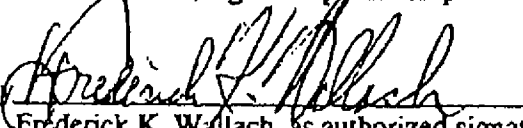
By: **AT&T DELAWARE VALLEY, LLC,**  
its general partner

By   
Name: Leonard W. Weitz  
Title: Vice President

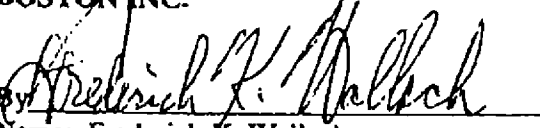
**AT&T COMMUNICATIONS, INC.**

By   
Name: Leonard W. Weitz  
Title: Vice President

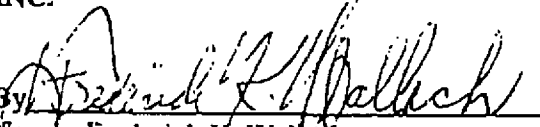
**TCG PHOENIX, a general partnership**

By   
Frederick K. Wallach, as authorized signatory,  
on behalf of each of the partners of  
TCG Phoenix

**TELEPORT COMMUNICATIONS OF  
BOSTON INC.**

By   
Name: Frederick K. Wallach  
Title: President

**TELEPORT COMMUNICATIONS GROUP  
INC.**

By   
Name: Frederick K. Wallach  
Title: President