

WAIVER AND RELEASE OF LIABILITY


It is hereby agreed, acknowledged, and understood, by the undersigned as follows:

1. The undersigned, on behalf of Securus Technologies, Inc., for itself, its successors, and assigns, HEREBY FULLY AND FOREVER RELEASES AND DISCHARGES, the South Dakota Department of Corrections and all of its heirs, personal representatives, successors, assigns, and all other persons whomsoever from any and all further claims, demands, and obligations whatsoever that may be due to SECURUS Technologies, Inc. in connection with the inmate debit calling invoices submitted to the South Dakota Department of Corrections between September 25, 2005 and February 9, 2010 and paid in full by the South Dakota Department of Corrections on or before March 26, 2010.

2. This Release contains the entire agreement between the parties hereto with respect to said invoices. The terms of this Release are contractual and are not merely recital. The undersigned acknowledges that he has read this Release, knows the contents thereof, and executes the same on behalf of SECURUS Technologies, Inc.

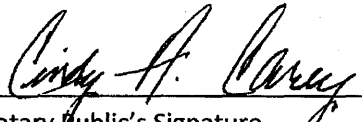
Executed this 28 day of May 2010.

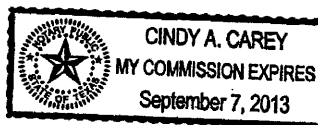
SECURUS Technologies, Inc.

By: 
William D. Markert
Chief Financial Officer

State of Texas
County of Dallas

This instrument was acknowledged before me on May 28, 2010 by William D. Markert, Chief Financial Officer of SECURUS Technologies, Inc., a Delaware corporation, on behalf of said corporation.


Notary Public's Signature



Hanson, Jackie (DOC)

From: Bollinger, Scott
Sent: Monday, June 07, 2010 9:39 AM
To: Hanson, Jackie (DOC)
Cc: Decker, Richard
Subject: FW: WAIVER & RELEASE OF LIABILITY-South Dakota DOC

Put this as a separate entry under contracts - Securus - Waiver/Release of Liability wherever we have FSH listed. Thanks

-----Original Message-----

From: Brian Galke [mailto:Brian.Galke@vaci.com]
Sent: Monday, June 07, 2010 9:35 AM
To: Bollinger, Scott
Cc: 'Bernadette Hagmeier'
Subject: FW: WAIVER & RELEASE OF LIABILITY-South Dakota DOC

Scott,
Per your request here is the release statement from Securus.
Brian

From: Kelly Snyder [mailto:KSnyder@securustech.net]
Sent: Wednesday, June 02, 2010 3:17 PM
To: bernadette.hagmeier@vaci.com; Brian Galke
Subject: FW: WAIVER & RELEASE OF LIABILITY-South Dakota DOC

Please find attached Release for SD DOC. Please let me know if additional information is needed.

Thanks,
Kelly

Kelly Snyder
Senior Account Manager, Wholesale / Partner Operations
Securus Technologies, Inc.
3000 Kellway Drive, Suite 150
Carrollton, Texas 75006

Office: (972) 277-0590
Mobile: (214) 529-1280
www.securustech.net

From: Cindy Carey
Sent: Friday, May 28, 2010 4:20 PM
To: Kelly Snyder
Subject: FW: WAIVER & RELEASE OF LIABILITY-South Dakota DOC

Cindy A. Carey - Senior Paralegal - Securus Technologies, Inc.
972.277.0542 DD - 972.277.0373 Fax - ccarey@securustech.net

06/07/2010

AMENDMENT THREE
TO
AGREEMENT
BETWEEN
FSH COMMUNICATIONS, LLC
AND
STATE OF SOUTH DAKOTA

State of South Dakota (“State”) and FSH Communications, LLC (“FSH”) hereby enter into Amendment Three (“Agreement”) to the Inmate Telephone Service Agreement Number CDS-020515-0007 (“Underlying Agreement”), in which FSH provides the State with Inmate Telephone Communication Services.

This Amendment is effective as of April 1, 2010 and will continue in effect through the final date of the Inmate Telephone Service Agreement.

MODIFICATIONS:

SCHEDULE A: Add the following:

International Calling: The rates for international calling, subject to the exception pricing below, will be a flat rate of \$2.49 per minute with no setup charge to the countries listed under “Allowed Countries” below. No calls will be processed to those countries listed under the “NON Allowed Countries” list.

International Rate Exception Pricing:

Special Rate per Minute		Rate
Canada		\$1.26
Mexico		\$1.95
Cuba		\$2.49
US Territories		Rate
US Virgin Islands		\$0.95
Guam		\$0.95
US Puerto Rico		\$0.95

ALLOWED COUNTRIES PIN Debit International Rates South Dakota DOC 1/21/2010			
Country	NPA	Country Code	Price Per Min
Anguilla	264		\$ 2.49
Afghanistan		93	\$ 2.49
Albania		355	\$ 2.49
Algeria		213	\$ 2.49
Andorra		376	\$ 2.49
Angola		244	\$ 2.49
Antigua & Barbuda	268		\$ 2.49
Argentina		54	\$ 2.49
Armenia		374	\$ 2.49
Aruba		297	\$ 2.49
Australia		61	\$ 2.49
Austria		43	\$ 2.49
Azerbaijan		994	\$ 2.49
Bahamas	242		\$ 2.49
Bahrain		973	\$ 2.49
Bangladesh		880	\$ 2.49
Barbados	246		\$ 2.49
Belarus		375	\$ 2.49
Belgium		32	\$ 2.49
Belize		501	\$ 2.49
Benin		229	\$ 2.49
Bermuda	441		\$ 2.49
Bhutan		975	\$ 2.49
Bolivia		591	\$ 2.49

Bosnia & Herzegovina		387	\$ 2.49
Botswana		267	\$ 2.49
Brazil		55	\$ 2.49
British Virgin Islands	284		\$ 2.49
Brunei		673	\$ 2.49
Bulgaria		359	\$ 2.49
Burkina Faso		226	\$ 2.49
Burundi		257	\$ 2.49
Cambodia		855	\$ 2.49
Cameroon		237	\$ 2.49
Cape Verde		238	\$ 2.49
Cayman Islands	345		\$ 2.49
Central African Republic		236	\$ 2.49
Chad		235	\$ 2.49
Chile		56	\$ 2.49
China		86	\$ 2.49
Colombia		57	\$ 2.49
Congo		242	\$ 2.49
Costa Rica		506	\$ 2.49
Croatia		385	\$ 2.49
Cyprus		357	\$ 2.49
Czech Republic		420	\$ 2.49
Denmark		45	\$ 2.49
Diego Garcia		246	\$ 2.49
Dominica	767		\$ 2.49
Dominican Republic	809, 829, 849		\$ 2.49
Ecuador		593	\$ 2.49
Egypt		20	\$ 2.49
El Salvador		503	\$ 2.49
Equatorial Guinea		240	\$ 2.49
Eritrea		291	\$ 2.49
Estonia		372	\$ 2.49
Ethiopia		251	\$ 2.49
Faroese Islands		298	\$ 2.49
Fiji		679	\$ 2.49
Finland		358	\$ 2.49
France		33	\$ 2.49
French Antilles & Martinique		596	\$ 2.49
French Guiana		594	\$ 2.49
French Polynesia		689	\$ 2.49
Gabon Republic		241	\$ 2.49
Gambia		220	\$ 2.49
Georgia		995	\$ 2.49
Germany		49	\$ 2.49
Ghana		233	\$ 2.49

Gibraltar		350	\$ 2.49
Greece		30	\$ 2.49
Grenada	473		\$ 2.49
Guadeloupe		590	\$ 2.49
Guatemala		502	\$ 2.49
Guinea		224	\$ 2.49
Guyana		592	\$ 2.49
Haiti		509	\$ 2.49
Honduras		504	\$ 2.49
Hong Kong		852	\$ 2.49
Hungary		36	\$ 2.49
Iceland		354	\$ 2.49
India		91	\$ 2.49
Indonesia		62	\$ 2.49
Iran		98	\$ 2.49
Ireland		353	\$ 2.49
Israel		972	\$ 2.49
Italy		39	\$ 2.49
Ivory Coast		225	\$ 2.49
Jamaica	876		\$ 2.49
Japan		81	\$ 2.49
Jordan		962	\$ 2.49
Kazakhstan		992	\$ 2.49
Kenya		254	\$ 2.49
Korea, South		82	\$ 2.49
Kuwait		965	\$ 2.49
Kyrgyzstan		996	\$ 2.49
Laos		856	\$ 2.49
Latvia		371	\$ 2.49
Lebanon		961	\$ 2.49
Lesotho		266	\$ 2.49
Liberia		231	\$ 2.49
Libya		218	\$ 2.49
Lithuania		370	\$ 2.49
Luxembourg		352	\$ 2.49
Macao		853	\$ 2.49
Macedonia		389	\$ 2.49
Madagascar		261	\$ 2.49
Malawi		265	\$ 2.49
Malaysia		60	\$ 2.49
Mali		223	\$ 2.49
Malta		356	\$ 2.49
Marshall Isld		692	\$ 2.49
Mauritania		222	\$ 2.49
Mauritius		230	\$ 2.49
Micronesia		691	\$ 2.49
Moldova		373	\$ 2.49
Monaco		377	\$ 2.49

Mongolia		976	\$ 2.49
Montenegro		382	\$ 2.49
Montserrat	664		\$ 2.49
Morocco		212	\$ 2.49
Mozambique		258	\$ 2.49
Myanmar		95	\$ 2.49
Namibia		264	\$ 2.49
Nepal		977	\$ 2.49
Netherlands		31	\$ 2.49
Netherlands Antilles		599	\$ 2.49
New Caledonia		687	\$ 2.49
New Zealand		64	\$ 2.49
Nicaragua		505	\$ 2.49
Niger		227	\$ 2.49
Nigeria		234	\$ 2.49
Norway		47	\$ 2.49
Oman		968	\$ 2.49
Pakistan		92	\$ 2.49
Palestine		970	\$ 2.49
Panama		507	\$ 2.49
Paraguay		595	\$ 2.49
Peru		51	\$ 2.49
Philippines		63	\$ 2.49
Poland		48	\$ 2.49
Portugal		351	\$ 2.49
Qatar		974	\$ 2.49
Reunion Island		292	\$ 2.49
Romania		40	\$ 2.49
Russia		7	\$ 2.49
Rwanda		250	\$ 2.49
Saint Pierre & Miquelon		508	\$ 2.49
San Marino		378	\$ 2.49
Saudi Arabia		966	\$ 2.49
Senegal		221	\$ 2.49
Serbia		381	\$ 2.49
Seychelles		248	\$ 2.49
Sierra Leone		232	\$ 2.49
Singapore		65	\$ 2.49
Slovakia		421	\$ 2.49
Slovenia		386	\$ 2.49
South Africa		27	\$ 2.49
Spain		34	\$ 2.49
Sri Lanka		94	\$ 2.49
St. Kitts	869		\$ 2.49
St. Lucia	758		\$ 2.49
St. Vincent & Grenadines	784		\$ 2.49
Sudan		249	\$ 2.49
Suriname		597	\$ 2.49

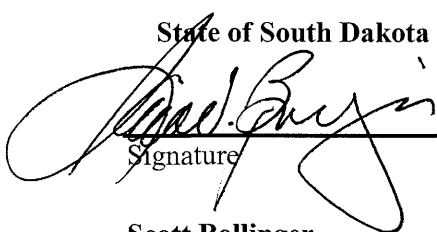
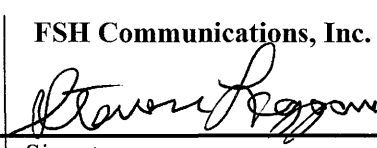
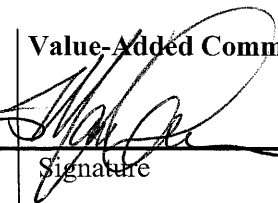
Swaziland		268	\$ 2.49
Sweden		46	\$ 2.49
Switzerland		41	\$ 2.49
Syria		963	\$ 2.49
Taiwan		886	\$ 2.49
Tajikistan		992	\$ 2.49
Tanzania		255	\$ 2.49
Thailand		66	\$ 2.49
Togo		228	\$ 2.49
Tonga		676	\$ 2.49
Trinidad & Tobago	868		\$ 2.49
Tunisia		216	\$ 2.49
Turkey		90	\$ 2.49
Turkmenistan		993	\$ 2.49
Turks & Caicos	649		\$ 2.49
Uganda		256	\$ 2.49
Ukraine		380	\$ 2.49
United Arab Emirates		971	\$ 2.49
United Kingdom		44	\$ 2.49
Uruguay		598	\$ 2.49
Uzbekistan		998	\$ 2.49
Vatican City		379	\$ 2.49
Venezuela		58	\$ 2.49
Vietnam		84	\$ 2.49
Yemen Arab Rep		967	\$ 2.49
Zaire		243	\$ 2.49
Zambia		260	\$ 2.49
Zimbabwe		263	\$ 2.49

NON ALLOWED COUNTRIES		
PIN Debit Non Approved International Countries		
South Dakota DOC		
1/21/2010		
Country	NPA	Country Code
Antarctica		672
Ascension		247
Comoros		269
Cook Islands		682
Cuba - Guantanamo Bay		5399
Djibouti		253
East Timor		670
Falkland Islands		500
Greenland		299

Guinea-Bissau	245
Iraq	964
Kiribati	686
Korea, North	850
Liechtenstein	423
Maldives	960
Nauru	674
Niue	683
Palau	680
Paua New Guinea	675
Samoa	685
Sao Tome	239
Solomon Islands	677
Somalia	252
St. Helena	290
Tokelau	690
Tuvalu	688
Vanuatu	678
Wallis & Futuna Islands	681

Advanced Pay Set-up Fee: The Advanced Pay Set-up Fee will be modified from \$10 to \$6.95. This fee is charged to families that are establishing a pre-paid collect call account and utilizing a credit card /debit card to make the deposit.

All other terms and conditions of this Agreement shall remain in full force and effect. The effective date of this Amendment shall be April 1, 2010.

State of South Dakota	FSH Communications, Inc.	Value-Added Communications, Inc.
		
Signature	Signature	Signature
Scott Bollinger	Steven Loggans	Mark Turner
Name Printed/Typed	Name Printed/Typed	Name Printed/Typed
Director of Operations	Vice President + GM	President
Title	Title	Title
3/1/10	MARCH 25, 2010	3/1/10
Date	Date	Date

**AMENDMENT TWO
TO AGREEMENT
BETWEEN
FSH COMMUNICATIONS, LLC.
AND
STATE OF SOUTH DAKOTA**

State of South Dakota ("State") and **FSH Communications, LLC** ("FSH"), hereby enter into Amendment Two ("Agreement") to the Inmate Telephone Service Agreement Number CDS-020515-0007 ("Underlying Agreement"), in which FSH provides the State with Inmate Telephone Communication Services.

MODIFICATIONS:

1. SECTION 1. TERM. Change to read:

This Agreement is effective July 1, 2009 ("Effective Date"), and shall continue in effect until June 30, 2011. Upon completion of this extended term, this Agreement shall be automatically extended or renewed for three (3) successive periods of one (1) year ("Renewal Period") for a combined total of five (5) years, under the same terms and conditions unless terminated by either Party upon thirty (30) days written notice prior to the end of each Renewal Period. In the event service continues to be provided to State after the Renewal Period expires, this Agreement shall continue on a month-to-month basis under the same terms and conditions unless terminated by either party upon thirty (30) days written notice.

2. SUBCONTRACTED SERVICES:

The Parties acknowledge that FSH shall have the right to subcontract the performance of services contemplated under the terms of this Agreement and the Underlying Agreement, as amended and incorporated by reference, to third party providers.


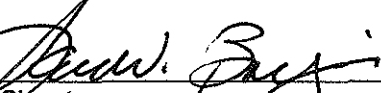

3. AMENDMENT TWO – REVISED SCHEDULE A (attached):

Revised Commission and Rate Schedule for the South Dakota Department of Corrections Effective July 1, 2009.

4. INMATE CALL CONTROL EQUIPMENT CONVERSION

Upon execution of this Amendment, the Parties acknowledge that FSH shall immediately proceed with the conversion of the existing inmate call control systems installed at the SDDOC facilities to a new inmate call control system. FSH will manage this conversion working in concert with their subcontractors. With the cooperation of the South Dakota Department of Corrections, this conversion will be completed by or before the end of 2009.

All other terms and conditions of this Agreement shall remain in full force and effect. The effective date of this Amendment shall be July 1, 2009.

FSH Communications, LLC.	State of South Dakota	State of South Dakota
 Signature	 Signature	 Signature
STEVEN LOGGANS Name Printed/Typed	SCOTT W. BOLLINGER Name Printed/Typed	OTTO DOLL Name Printed/Typed
VICEPRESIDENT & GM Title	Director of Operations Title	Commissioner BIT Title
JUNE 19, 2009 Date	6/24/09 Date	6-29-09 Date

**SCHEDULE A
COMMISSION SCHEDULE
FOR
STATE OF SOUTH DAKOTA**

FSH agrees to pay Space Provider compensation for Inmate Telephone Service based upon (38%) percent of billed local and intraLATA collect call revenue and (33%) percent of billed interlata and interstate collect call revenue as billed by FSH's underlying telecommunications providers, exclusive of calls where no billing and collection agreements exist.

TYPE OF CALL	COMMISSIONS
Inmate Collect Calls	38%*
Inmate Collect Call (Interlata And Interstate Traffic)	33%**

TYPE OF CALL	SETUP CHARGE	COST PER MINUTE
Inmate Debit Local Calls	\$1.20***	
Inmate Debit Intralata Calls	\$1.45***	\$.12***
Collect Call Intralata Calls	\$2.80***	\$.25*** - weekdays \$.23*** - evening, night & weekend
Local Collect Calls	\$3.00***	
Inmate Debit Calls (Interlata And Interstate Traffic)	\$2.00***	\$0.10***
Collect Calls (Interlata And Interstate Traffic)	\$3.50***	\$0.48***
Collect Calls (Interlata And Intrastate Traffic)	\$3.00***	\$0.42***

<ul style="list-style-type: none"> • The 38% is based on FSH's revenue for billed inmate collect local and IntraLATA calls. • FSH Debit calling--Should the State choose to add a premise imposed commission fee onto the FSH debit call set-up fee, the State shall be paid compensation equaling the amount of that premise imposed commission fee per debit call. • FSH Inmate Collect Calling--Should the State decide it will no longer require commissions on Inmate collect calls, FSH will reduce the cost of collect local calls to \$1.68 and the set-up charge on Inmate Collect IntraLATA calls to \$1.40. FSH will require a minimum of 45 days lead time from the State prior to making these changes to file new rates with the PUC.
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<p>** The 33% is based on revenue for billed collect InterLATA and Interstate calls. Debit calling--FSH agrees to pay State compensation for inmate debit call InterLATA and Interstate traffic at the rate of \$1.00 per debit call based on the above rates. Should the State of South Dakota elect to initiate 0% commission, the per call service charge will be reduced to \$1.00 FSH Inmate Collect Calling--Should the State decide it will no long require commissions on Inmate debit calling, FSH will reduce the set-up charge on Inmate Collect InterLATA Intrastate calls to \$2.00 and the set-up charge on Inmate Collect InterLATA Interstate calls to \$2.50.</p> <p>*** Cost <u>does</u> include tariffed surcharges but <u>does not</u> include taxes</p>
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**AMENDMENT TWO
TO AGREEMENT
BETWEEN
FSH COMMUNICATIONS, LLC.
AND
STATE OF SOUTH DAKOTA**

State of South Dakota ("State") and **FSH Communications, LLC** ("FSH"), hereby enter into Amendment Two to the Inmate Telephone Service Agreement Number CDS-020515-0007 ("Underlying Agreement"), in which FSH provides the State with Inmate Telephone Communication Services.

MODIFICATIONS:

1. **SCHEDULE B IN AMENDMENT ONE.** The original contract has SCHEDULE A as the Commission Schedule. It was inadvertently inserted as Schedule B in Amendment One. **CHANGE Title to read:**

SCHEDULE A: COMMISSION SCHEDULE FOR STATE OF SOUTH DAKOTA.


2. **SECTION 7. COMMISSION.** To correct the Setup Charges for local and intraLATA collect calls. The Setup Charges of \$3.00 for local collect and \$2.80 for intraLATA collect have been in effect for the State of SD since 3/05. **CHANGE to read:**

SCHEDULE A: COMMISSION SCHEDULE FOR STATE OF SOUTH DAKOTA. FSH agrees to pay the State on all billed collect calls for local, intraLATA, interlata, and interstate revenue. Specific detail outlined in the attached revised Schedule A.

3. **SCHEDULE A IN AMENDMENT ONE.** The original contract does not include a list of telephones and locations. Schedule D would be sequentially consistent with the original contract. **CHANGE Title to read:**

SCHEDULE D: INMATE TELEPHONE LOCATIONS FOR STATE OF SOUTH DAKOTA.

All other terms and conditions of this Agreement shall remain in full force and effect. The effective date of this Amendment shall be the date of the last signature shown below.

FSH Communications, LLC.	State of South Dakota	State of South Dakota
 Signature	Signature	Signature
Steven Loggins Name Printed/Typed	Name Printed/Typed	Name Printed/Typed
Vice President + GM Title	Title	Title
November 29, 2007 Date	Date	Date

**SCHEDULE A
COMMISSION SCHEDULE
FOR
STATE OF SOUTH DAKOTA**

FSH agrees to pay Space Provider compensation for Inmate Telephone Service based upon (38%) percent of billed local and intraLATA collect call revenue and (33%) percent of billed interlata and interstate collect call revenue as billed by FSH's underlying telecommunications providers, exclusive of calls where no billing and collection agreements exist.

TYPE OF CALL	COMMISSIONS	
Inmate Collect Calls	38%*	
Inmate Collect Call (Interlata And Interstate Traffic)	33%**	
TYPE OF CALL	SETUP CHARGE	COST PER MINUTE
Inmate Debit Local Calls	\$1.25***	
Inmate Debit Intralata Calls	\$1.50***	\$.14***
Collect Call Intralata Calls	\$2.80***	\$.27*** - weekdays \$.25*** - evening, night & weekend
Local Collect Calls	\$3.00***	
Inmate Debit Calls (Interlata And Interstate Traffic)	\$2.00***	\$0.12***
Collect Calls (Interlata And Interstate Traffic)	\$3.50***	\$0.50***
Collect Calls (Interlata And Intrastate Traffic)	\$3.00***	\$0.44***
<ul style="list-style-type: none"> • The 38% is based on FSH's revenue for billed inmate collect local and intralata calls. • FSH Debit calling--Should the State choose to add a premise imposed commission fee onto the FSH debit call set-up fee, the State shall be paid compensation equaling the amount of that premise imposed commission fee per debit call. • FSH Inmate Collect Calling--Should the State decide it will no longer require commissions on Inmate collect calls, FSH will reduce the cost of collect local calls to \$1.68 and the set-up charge on Inmate Collect Intralata calls to \$1.40. FSH will require a minimum of 45 days lead time from the State prior to making these changes to file new rates with the PUC. 		
<p>** The 33% is based on revenue for billed collect InterLATA and interstate calls. Debit calling--Securus agrees to pay State compensation for inmate debit call InterLATA and Interstate traffic at the rate of \$1.00 per debit call based on the above rates. Should the State of South Dakota elect to initiate 0% commission, the per call service charge will be reduced to \$1.00. Securus Inmate Collect Calling--Should the State decide it will no longer require commissions on Inmate debit calling, Securus will reduce the set-up charge on Inmate Collect InterLATA Intrastate calls to \$2.00 and the set-up charge on Inmate Collect InterLATA Interstate calls to \$2.50.</p>		
<p>*** Cost does include tariffed surcharges but does not include taxes</p>		

**SCHEDULE D
INMATE TELEPHONE LOCATIONS
FOR
STATE OF SOUTH DAKOTA**

Telephone	Customer Name	Street Address	City	State
6053692248	Mike Durfee State Prison	1412 WOOD ST	SPRINGFIELD	SD
6053692251	Mike Durfee State Prison	1412 WOOD ST	SPRINGFIELD	SD
6053692352	Mike Durfee State Prison	1412 WOOD ST	SPRINGFIELD	SD
6053692362	Mike Durfee State Prison	1412 WOOD ST	SPRINGFIELD	SD
6053692368	Mike Durfee State Prison	1412 WOOD ST	SPRINGFIELD	SD
6053692403	Mike Durfee State Prison	1412 WOOD ST	SPRINGFIELD	SD
6053692408	Mike Durfee State Prison	1412 WOOD ST	SPRINGFIELD	SD
6053692432	Mike Durfee State Prison	1412 WOOD ST	SPRINGFIELD	SD
6053692460	Mike Durfee State Prison	1412 WOOD ST	SPRINGFIELD	SD
6053692471	Mike Durfee State Prison	1412 WOOD ST	SPRINGFIELD	SD
6053692481	Mike Durfee State Prison	1412 WOOD ST	SPRINGFIELD	SD
6053692546	Mike Durfee State Prison	1412 WOOD ST	SPRINGFIELD	SD
6053692602	Mike Durfee State Prison	1412 WOOD ST	SPRINGFIELD	SD
6053692726	Mike Durfee State Prison	1412 WOOD ST	SPRINGFIELD	SD
6053692744	Mike Durfee State Prison	1412 WOOD ST	SPRINGFIELD	SD
6053692897	Mike Durfee State Prison	1412 WOOD ST	SPRINGFIELD	SD
6053692918	Mike Durfee State Prison	1412 WOOD ST	SPRINGFIELD	SD
6053692941	Mike Durfee State Prison	1412 WOOD ST	SPRINGFIELD	SD
6053695413	Mike Durfee State Prison	1412 WOOD ST	SPRINGFIELD	SD
6053695416	Mike Durfee State Prison	1412 WOOD ST	SPRINGFIELD	SD
6053695460	Mike Durfee State Prison	1412 WOOD ST	SPRINGFIELD	SD
6053695469	Mike Durfee State Prison	1412 WOOD ST	SPRINGFIELD	SD
6053695478	Mike Durfee State Prison	1412 WOOD ST	SPRINGFIELD	SD
6053695564	Mike Durfee State Prison	1412 WOOD ST	SPRINGFIELD	SD
6053695570	Mike Durfee State Prison	1412 WOOD ST	SPRINGFIELD	SD
6053695575	Mike Durfee State Prison	1412 WOOD ST	SPRINGFIELD	SD
6053695584	Mike Durfee State Prison	1412 WOOD ST	SPRINGFIELD	SD
6053692239	Mike Durfee State Prison	1412 WOOD ST	SPRINGFIELD	SD
6053692243	Mike Durfee State Prison	1412 WOOD ST	SPRINGFIELD	SD
6053692274	Mike Durfee State Prison	1412 WOOD ST	SPRINGFIELD	SD
6053692278	Mike Durfee State Prison	1412 WOOD ST	SPRINGFIELD	SD
6053692294	Mike Durfee State Prison	1412 WOOD ST	SPRINGFIELD	SD
6053692310	Mike Durfee State Prison	1412 WOOD ST	SPRINGFIELD	SD
6053692318	Mike Durfee State Prison	1412 WOOD ST	SPRINGFIELD	SD
6053692331	Mike Durfee State Prison	1412 WOOD ST	SPRINGFIELD	SD
6053692334	Mike Durfee State Prison	1412 WOOD ST	SPRINGFIELD	SD
6053692412	Mike Durfee State Prison	1412 WOOD ST	SPRINGFIELD	SD
6053692438	Mike Durfee State Prison	1412 WOOD ST	SPRINGFIELD	SD
6053692483	Mike Durfee State Prison	1412 WOOD ST	SPRINGFIELD	SD
6053692495	Mike Durfee State Prison	1412 WOOD ST	SPRINGFIELD	SD
6053692497	Mike Durfee State Prison	1412 WOOD ST	SPRINGFIELD	SD
6053692498	Mike Durfee State Prison	1412 WOOD ST	SPRINGFIELD	SD
6053692503	Mike Durfee State Prison	1412 WOOD ST	SPRINGFIELD	SD
6053692614	Mike Durfee State Prison	1412 WOOD ST	SPRINGFIELD	SD
6053692629	Mike Durfee State Prison	1412 WOOD ST	SPRINGFIELD	SD
6053692634	Mike Durfee State Prison	1412 WOOD ST	SPRINGFIELD	SD

6053692635	Mike Durfee State Prison	1412 WOOD ST	SPRINGFIELD	SD
6053692680	Mike Durfee State Prison	1412 WOOD ST	SPRINGFIELD	SD
6053692684	Mike Durfee State Prison	1412 WOOD ST	SPRINGFIELD	SD
6053692743	Mike Durfee State Prison	1412 WOOD ST	SPRINGFIELD	SD
6053692753	Mike Durfee State Prison	1412 WOOD ST	SPRINGFIELD	SD
6053692782	Mike Durfee State Prison	1412 WOOD ST	SPRINGFIELD	SD
6053692854	Mike Durfee State Prison	1412 WOOD ST	SPRINGFIELD	SD
6053692862	Mike Durfee State Prison	1412 WOOD ST	SPRINGFIELD	SD
6053692869	Mike Durfee State Prison	1412 WOOD ST	SPRINGFIELD	SD
6053692873	Mike Durfee State Prison	1412 WOOD ST	SPRINGFIELD	SD
6053692939	Mike Durfee State Prison	1412 WOOD ST	SPRINGFIELD	SD
6053692951	Mike Durfee State Prison	1412 WOOD ST	SPRINGFIELD	SD
6053695400	Mike Durfee State Prison	1412 WOOD ST	SPRINGFIELD	SD
6053695404	Mike Durfee State Prison	1412 WOOD ST	SPRINGFIELD	SD
6053695433	Mike Durfee State Prison	1412 WOOD ST	SPRINGFIELD	SD
6053695437	Mike Durfee State Prison	1412 WOOD ST	SPRINGFIELD	SD
6053695450	Mike Durfee State Prison	1412 WOOD ST	SPRINGFIELD	SD
6053695541	Mike Durfee State Prison	1412 WOOD ST	SPRINGFIELD	SD
6053695578	Mike Durfee State Prison	1412 WOOD ST	SPRINGFIELD	SD
6053429611	Rapid City Minimum Unit	2317 CREEK DR	RAPID CITY	SD
6053429650	Rapid City Minimum Unit	2317 CREEK DR	RAPID CITY	SD
6053429671	Rapid City Minimum Unit	2317 CREEK DR	RAPID CITY	SD
6053429708	Rapid City Minimum Unit	2317 CREEK DR	RAPID CITY	SD
6054729905	Redfield Minimum Unit	17267 W 3RD ST	REDFIELD	SD
6054729906	Redfield Minimum Unit	17267 W 3RD ST	REDFIELD	SD
6054729907	Redfield Minimum Unit	17267 W 3RD ST	REDFIELD	SD
6054729908	Redfield Minimum Unit	17267 W 3RD ST	REDFIELD	SD
6054729909	Redfield Minimum Unit	17267 W 3RD ST	REDFIELD	SD
6053310801	State Penitentiary	1600 N NORTH DR	SIOUX FALLS	SD
6053310802	State Penitentiary	1600 N NORTH DR	SIOUX FALLS	SD
6053310803	State Penitentiary	1600 N NORTH DR	SIOUX FALLS	SD
6053310804	State Penitentiary	1600 N NORTH DR	SIOUX FALLS	SD
6053310805	State Penitentiary	1600 N NORTH DR	SIOUX FALLS	SD
6053310806	State Penitentiary	1600 N NORTH DR	SIOUX FALLS	SD
6053310807	State Penitentiary	1600 N NORTH DR	SIOUX FALLS	SD
6053310809	State Penitentiary	1600 N NORTH DR	SIOUX FALLS	SD
6053310810	State Penitentiary	1600 N NORTH DR	SIOUX FALLS	SD
6053310811	State Penitentiary	1600 N NORTH DR	SIOUX FALLS	SD
6053310812	State Penitentiary	1600 N NORTH DR	SIOUX FALLS	SD
6053310813	State Penitentiary	1600 N NORTH DR	SIOUX FALLS	SD
6053310814	State Penitentiary	1600 N NORTH DR	SIOUX FALLS	SD
6053310815	State Penitentiary	1600 N NORTH DR	SIOUX FALLS	SD
6053310819	State Penitentiary	1600 N NORTH DR	SIOUX FALLS	SD
6053310820	State Penitentiary	1600 N NORTH DR	SIOUX FALLS	SD
6053310823	State Penitentiary	1600 N NORTH DR	SIOUX FALLS	SD
6053310824	State Penitentiary	1600 N NORTH DR	SIOUX FALLS	SD
6053310825	State Penitentiary	1600 N NORTH DR	SIOUX FALLS	SD
6053310826	State Penitentiary	1600 N NORTH DR	SIOUX FALLS	SD
6053310827	State Penitentiary	1600 N NORTH DR	SIOUX FALLS	SD
6053310828	State Penitentiary	1600 N NORTH DR	SIOUX FALLS	SD
6053310829	State Penitentiary	1600 N NORTH DR	SIOUX FALLS	SD
6053310830	State Penitentiary	1600 N NORTH DR	SIOUX FALLS	SD

6052249478	Women's Prison	3200 E SD HIGHWAY 34	PIERRE	SD
6052249480	Women's Prison	3200 E SD HIGHWAY 34	PIERRE	SD
6052249483	Women's Prison	3200 E SD HIGHWAY 34	PIERRE	SD
6052249488	Women's Prison	3200 E SD HIGHWAY 34	PIERRE	SD
6052249492	Women's Prison	3200 E SD HIGHWAY 34	PIERRE	SD
6052249494	Women's Prison	3200 E SD HIGHWAY 34	PIERRE	SD
6052249495	Women's Prison	3200 E SD HIGHWAY 34	PIERRE	SD
6052249713	Women's Prison	3200 E SD HIGHWAY 34	PIERRE	SD
6052249735	Women's Prison	3200 E SD HIGHWAY 34	PIERRE	SD
6052249737	Women's Prison	3200 E SD HIGHWAY 34	PIERRE	SD
6052249743	Women's Prison	3200 E SD HIGHWAY 34	PIERRE	SD
6052249792	Women's Prison	3200 E SD HIGHWAY 34	PIERRE	SD
6052240475	Women's Prison	3200 E SD HIGHWAY 34	PIERRE	SD
6052244563	Women's Prison	3200 E SD HIGHWAY 34	PIERRE	SD
6052244602	Women's Prison	3200 E SD HIGHWAY 34	PIERRE	SD
6052244609	Women's Prison	3200 E SD HIGHWAY 34	PIERRE	SD
6052248235	Women's Prison	3200 E SD HIGHWAY 34	PIERRE	SD
6052248641	Women's Prison	3200 E SD HIGHWAY 34	PIERRE	SD
6052249142	Women's Prison	3200 E SD HIGHWAY 34	PIERRE	SD
6052249617	Women's Prison	3200 E SD HIGHWAY 34	PIERRE	SD
6056651232	Yankton Minimum Security	3515 BROADWAY AVE	YANKTON	SD
6056651233	Yankton Minimum Security	3515 BROADWAY AVE	YANKTON	SD

**AMENDMENT ONE
TO AGREEMENT
BETWEEN
FSH COMMUNICATIONS, LLC
AND
STATE OF SOUTH DAKOTA**

State of South Dakota ("State") and FSH Communications, LLC ("FSH"), hereby enter into Amendment One to the Inmate Telephone Service Agreement Number CDS-020515-0007 ("Underlying Agreement"), in which FSH provides the State with Inmate Telephone Communication Services.

MODIFICATIONS:

1. Replace all references to Qwest Corporation ("Qwest") with FSH Communications, LLC ("FSH").

2. **SECTION 1. TERM. CHANGE** to read:

This Agreement is effective July 1, 2007 ("Effective Date"), and shall continue in effect until June 30, 2009. Upon completion of this renewal term, this Agreement will continue on a month-to-month basis under the same terms and conditions unless terminated by either party upon thirty (30) days written notice.

3. **SECTION 3. RESPONSIBILITY OF FSH. ADD 3.5** to read:

Jointly determine with the State on annual basis, periodic mutually agreeable time to review call volumes, revenue performance, and services provided. Any discrepancies noted during the review will be negotiated between the parties. FSH will submit to the State a monthly report summarizing, at minimum, the gross revenue for all completed calls and associated commission. Form and format will be one acceptable by the State.

FSH will coordinate with the authorized contact(s) for the State facilities any service enhancements and or changes at any of the State correctional facilities.

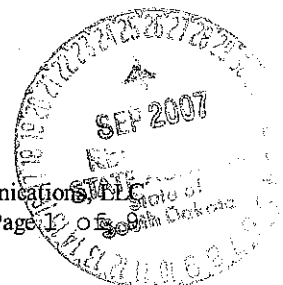
4. **SECTION 6. FUTHER LOCATIONS AND TELEPHONES. ADD** to read:

FSH will agree to continue to provide and maintain all phones, lines, technology, and services and continue to serve the State as the prime vendor of record.

FSH will agree to provide an integrated networked solution with upgraded hardware and software for all of the State DOC facilities. A separate Statement of Work will be developed between FSH and the State which will detail the entire project plan, including timelines and training requirements. A list of all sites affected are listed on Schedule C.

5. **SECTION 7. COMMISSION. CHANGE** to read:

Schedule A: COMMISSON SCHEDULE FOR SOUTH DAKOTA. FSH agrees to pay the State on all billed collect calls for local, intraLATA, interlata, and interstate revenue. Specific detail outlined in the attached revised Schedule A.



6. **SECTION 18. NOTICES. CHANGE to read:**

Any notices or other communications to be given under this Agreement shall be sent to the following persons:

FOR FSH :

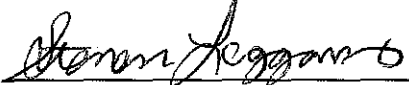
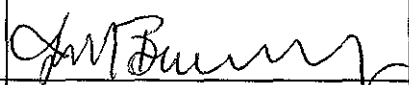
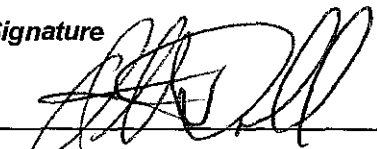
FSH Communications, LLC
 100 W. Monroe St. Suite 2101
 Chicago, IL 60603
 ATTN: Mike Johnson

FOR SPACE PROVIDER:

State of South Dakota BIT
 700 Governor Drive
 Pierre, SD 57501
 ATTN: Otto Doll

Either party may change its address for communications by giving notice in writing.

All other terms and conditions of this Agreement shall remain in full force and effect. The effective date of this Amendment One shall be the date of the last signature shown below.

FSH Communications, LLC	State of South Dakota	State of South Dakota
		
Signature	Signature	Signature
Steve Loggans		
Name Printed/Typed	Name Printed/Typed	Name Printed/Typed
Vice President & General Manager	Jeff Bloomberg	Otto Doll
Title	Title	Title
	Commissioner BIA	Commissioner BIT
Date	Date	Date
SEPT 10, 2007	9/21/07	9-24-07

**SCHEDULE A
INMATE TELEPHONE LOCATIONS
FOR
STATE OF SOUTH DAKOTA**

Telephone	Customer Name	Street Address	City	State
6053692248	Mike Durfee State Prison	1412 WOOD ST	SPRINGFIELD	SD
6053692251	Mike Durfee State Prison	1412 WOOD ST	SPRINGFIELD	SD
6053692352	Mike Durfee State Prison	1412 WOOD ST	SPRINGFIELD	SD
6053692362	Mike Durfee State Prison	1412 WOOD ST	SPRINGFIELD	SD
6053692368	Mike Durfee State Prison	1412 WOOD ST	SPRINGFIELD	SD
6053692403	Mike Durfee State Prison	1412 WOOD ST	SPRINGFIELD	SD
6053692408	Mike Durfee State Prison	1412 WOOD ST	SPRINGFIELD	SD
6053692432	Mike Durfee State Prison	1412 WOOD ST	SPRINGFIELD	SD
6053692460	Mike Durfee State Prison	1412 WOOD ST	SPRINGFIELD	SD
6053692471	Mike Durfee State Prison	1412 WOOD ST	SPRINGFIELD	SD
6053692481	Mike Durfee State Prison	1412 WOOD ST	SPRINGFIELD	SD
6053692546	Mike Durfee State Prison	1412 WOOD ST	SPRINGFIELD	SD
6053692602	Mike Durfee State Prison	1412 WOOD ST	SPRINGFIELD	SD
6053692726	Mike Durfee State Prison	1412 WOOD ST	SPRINGFIELD	SD
6053692744	Mike Durfee State Prison	1412 WOOD ST	SPRINGFIELD	SD
6053692897	Mike Durfee State Prison	1412 WOOD ST	SPRINGFIELD	SD
6053692918	Mike Durfee State Prison	1412 WOOD ST	SPRINGFIELD	SD
6053692941	Mike Durfee State Prison	1412 WOOD ST	SPRINGFIELD	SD
6053695413	Mike Durfee State Prison	1412 WOOD ST	SPRINGFIELD	SD
6053695416	Mike Durfee State Prison	1412 WOOD ST	SPRINGFIELD	SD
6053695460	Mike Durfee State Prison	1412 WOOD ST	SPRINGFIELD	SD
6053695469	Mike Durfee State Prison	1412 WOOD ST	SPRINGFIELD	SD
6053695478	Mike Durfee State Prison	1412 WOOD ST	SPRINGFIELD	SD
6053695564	Mike Durfee State Prison	1412 WOOD ST	SPRINGFIELD	SD
6053695570	Mike Durfee State Prison	1412 WOOD ST	SPRINGFIELD	SD
6053695575	Mike Durfee State Prison	1412 WOOD ST	SPRINGFIELD	SD
6053695584	Mike Durfee State Prison	1412 WOOD ST	SPRINGFIELD	SD
6053692239	Mike Durfee State Prison	1412 WOOD ST	SPRINGFIELD	SD
6053692243	Mike Durfee State Prison	1412 WOOD ST	SPRINGFIELD	SD
6053692274	Mike Durfee State Prison	1412 WOOD ST	SPRINGFIELD	SD
6053692278	Mike Durfee State Prison	1412 WOOD ST	SPRINGFIELD	SD
6053692294	Mike Durfee State Prison	1412 WOOD ST	SPRINGFIELD	SD
6053692310	Mike Durfee State Prison	1412 WOOD ST	SPRINGFIELD	SD
6053692318	Mike Durfee State Prison	1412 WOOD ST	SPRINGFIELD	SD
6053692331	Mike Durfee State Prison	1412 WOOD ST	SPRINGFIELD	SD
6053692334	Mike Durfee State Prison	1412 WOOD ST	SPRINGFIELD	SD
6053692412	Mike Durfee State Prison	1412 WOOD ST	SPRINGFIELD	SD
6053692438	Mike Durfee State Prison	1412 WOOD ST	SPRINGFIELD	SD
6053692483	Mike Durfee State Prison	1412 WOOD ST	SPRINGFIELD	SD
6053692495	Mike Durfee State Prison	1412 WOOD ST	SPRINGFIELD	SD
6053692497	Mike Durfee State Prison	1412 WOOD ST	SPRINGFIELD	SD
6053692498	Mike Durfee State Prison	1412 WOOD ST	SPRINGFIELD	SD
6053692503	Mike Durfee State Prison	1412 WOOD ST	SPRINGFIELD	SD
6053692614	Mike Durfee State Prison	1412 WOOD ST	SPRINGFIELD	SD

Telephone	Customer Name	Street Address	City	State
6053692629	Mike Durfee State Prison	1412 WOOD ST	SPRINGFIELD	SD
6053692634	Mike Durfee State Prison	1412 WOOD ST	SPRINGFIELD	SD
6053692635	Mike Durfee State Prison	1412 WOOD ST	SPRINGFIELD	SD
6053692680	Mike Durfee State Prison	1412 WOOD ST	SPRINGFIELD	SD
6053692684	Mike Durfee State Prison	1412 WOOD ST	SPRINGFIELD	SD
6053692743	Mike Durfee State Prison	1412 WOOD ST	SPRINGFIELD	SD
6053692753	Mike Durfee State Prison	1412 WOOD ST	SPRINGFIELD	SD
6053692782	Mike Durfee State Prison	1412 WOOD ST	SPRINGFIELD	SD
6053692854	Mike Durfee State Prison	1412 WOOD ST	SPRINGFIELD	SD
6053692862	Mike Durfee State Prison	1412 WOOD ST	SPRINGFIELD	SD
6053692869	Mike Durfee State Prison	1412 WOOD ST	SPRINGFIELD	SD
6053692873	Mike Durfee State Prison	1412 WOOD ST	SPRINGFIELD	SD
6053692939	Mike Durfee State Prison	1412 WOOD ST	SPRINGFIELD	SD
6053692951	Mike Durfee State Prison	1412 WOOD ST	SPRINGFIELD	SD
6053695400	Mike Durfee State Prison	1412 WOOD ST	SPRINGFIELD	SD
6053695404	Mike Durfee State Prison	1412 WOOD ST	SPRINGFIELD	SD
6053695433	Mike Durfee State Prison	1412 WOOD ST	SPRINGFIELD	SD
6053695437	Mike Durfee State Prison	1412 WOOD ST	SPRINGFIELD	SD
6053695450	Mike Durfee State Prison	1412 WOOD ST	SPRINGFIELD	SD
6053695541	Mike Durfee State Prison	1412 WOOD ST	SPRINGFIELD	SD
6053695578	Mike Durfee State Prison	1412 WOOD ST	SPRINGFIELD	SD
6053429611	Rapid City Minimum Unit	2317 CREEK DR	RAPID CITY	SD
6053429650	Rapid City Minimum Unit	2317 CREEK DR	RAPID CITY	SD
6053429671	Rapid City Minimum Unit	2317 CREEK DR	RAPID CITY	SD
6053429708	Rapid City Minimum Unit	2317 CREEK DR	RAPID CITY	SD
6054729905	Redfield Minimum Unit	17267 W 3RD ST	REDFIELD	SD
6054729906	Redfield Minimum Unit	17267 W 3RD ST	REDFIELD	SD
6054729907	Redfield Minimum Unit	17267 W 3RD ST	REDFIELD	SD
6054729908	Redfield Minimum Unit	17267 W 3RD ST	REDFIELD	SD
6054729909	Redfield Minimum Unit	17267 W 3RD ST	REDFIELD	SD
6053310801	State Penitentiary	1600 N NORTH DR	SIOUX FALLS	SD
6053310802	State Penitentiary	1600 N NORTH DR	SIOUX FALLS	SD
6053310803	State Penitentiary	1600 N NORTH DR	SIOUX FALLS	SD
6053310804	State Penitentiary	1600 N NORTH DR	SIOUX FALLS	SD
6053310805	State Penitentiary	1600 N NORTH DR	SIOUX FALLS	SD
6053310806	State Penitentiary	1600 N NORTH DR	SIOUX FALLS	SD
6053310807	State Penitentiary	1600 N NORTH DR	SIOUX FALLS	SD
6053310809	State Penitentiary	1600 N NORTH DR	SIOUX FALLS	SD
6053310810	State Penitentiary	1600 N NORTH DR	SIOUX FALLS	SD
6053310811	State Penitentiary	1600 N NORTH DR	SIOUX FALLS	SD
6053310812	State Penitentiary	1600 N NORTH DR	SIOUX FALLS	SD
6053310813	State Penitentiary	1600 N NORTH DR	SIOUX FALLS	SD
6053310814	State Penitentiary	1600 N NORTH DR	SIOUX FALLS	SD
6053310815	State Penitentiary	1600 N NORTH DR	SIOUX FALLS	SD
6053310819	State Penitentiary	1600 N NORTH DR	SIOUX FALLS	SD
6053310820	State Penitentiary	1600 N NORTH DR	SIOUX FALLS	SD
6053310823	State Penitentiary	1600 N NORTH DR	SIOUX FALLS	SD
6053310824	State Penitentiary	1600 N NORTH DR	SIOUX FALLS	SD
6053310825	State Penitentiary	1600 N NORTH DR	SIOUX FALLS	SD

Telephone	Customer Name	Street Address	City	State
6053310826	State Penitentiary	1600 N NORTH DR	SIOUX FALLS	SD
6053310827	State Penitentiary	1600 N NORTH DR	SIOUX FALLS	SD
6053310828	State Penitentiary	1600 N NORTH DR	SIOUX FALLS	SD
6053310829	State Penitentiary	1600 N NORTH DR	SIOUX FALLS	SD
6053310830	State Penitentiary	1600 N NORTH DR	SIOUX FALLS	SD
6053310831	State Penitentiary	1600 N NORTH DR	SIOUX FALLS	SD
6053310832	State Penitentiary	1600 N NORTH DR	SIOUX FALLS	SD
6053310833	State Penitentiary	1600 N NORTH DR	SIOUX FALLS	SD
6053310834	State Penitentiary	1600 N NORTH DR	SIOUX FALLS	SD
6053310836	State Penitentiary	1600 N NORTH DR	SIOUX FALLS	SD
6053310837	State Penitentiary	1600 N NORTH DR	SIOUX FALLS	SD
6053310838	State Penitentiary	1600 N NORTH DR	SIOUX FALLS	SD
6053310839	State Penitentiary	1600 N NORTH DR	SIOUX FALLS	SD
6053310840	State Penitentiary	1600 N NORTH DR	SIOUX FALLS	SD
6053310842	State Penitentiary	1600 N NORTH DR	SIOUX FALLS	SD
6053310843	State Penitentiary	1600 N NORTH DR	SIOUX FALLS	SD
6053310844	State Penitentiary	1600 N NORTH DR	SIOUX FALLS	SD
6053310845	State Penitentiary	1600 N NORTH DR	SIOUX FALLS	SD
6053310846	State Penitentiary	1600 N NORTH DR	SIOUX FALLS	SD
6053310847	State Penitentiary	1600 N NORTH DR	SIOUX FALLS	SD
6053310848	State Penitentiary	1600 N NORTH DR	SIOUX FALLS	SD
6053310849	State Penitentiary	1600 N NORTH DR	SIOUX FALLS	SD
6053310850	State Penitentiary	1600 N NORTH DR	SIOUX FALLS	SD
6053310851	State Penitentiary	1600 N NORTH DR	SIOUX FALLS	SD
6053310852	State Penitentiary	1600 N NORTH DR	SIOUX FALLS	SD
6053310853	State Penitentiary	1600 N NORTH DR	SIOUX FALLS	SD
6053310854	State Penitentiary	1600 N NORTH DR	SIOUX FALLS	SD
6053310855	State Penitentiary	1600 N NORTH DR	SIOUX FALLS	SD
6053310856	State Penitentiary	1600 N NORTH DR	SIOUX FALLS	SD
6053310857	State Penitentiary	1600 N NORTH DR	SIOUX FALLS	SD
6053310858	State Penitentiary	1600 N NORTH DR	SIOUX FALLS	SD
6053310859	State Penitentiary	1600 N NORTH DR	SIOUX FALLS	SD
6053310860	State Penitentiary	1600 N NORTH DR	SIOUX FALLS	SD
6053310861	State Penitentiary	1600 N NORTH DR	SIOUX FALLS	SD
6053310862	State Penitentiary	1600 N NORTH DR	SIOUX FALLS	SD
6053310863	State Penitentiary	1600 N NORTH DR	SIOUX FALLS	SD
6053310865	State Penitentiary	1600 N NORTH DR	SIOUX FALLS	SD
6053310866	State Penitentiary	1600 N NORTH DR	SIOUX FALLS	SD
6053329511	State Penitentiary	1600 N NORTH DR	SIOUX FALLS	SD
6053329512	State Penitentiary	1600 N NORTH DR	SIOUX FALLS	SD
6053329537	State Penitentiary	1600 N NORTH DR	SIOUX FALLS	SD
6053329538	State Penitentiary	1600 N NORTH DR	SIOUX FALLS	SD
6053329539	State Penitentiary	1600 N NORTH DR	SIOUX FALLS	SD
6053329633	State Penitentiary	1600 N NORTH DR	SIOUX FALLS	SD
6053329672	State Penitentiary	1600 N NORTH DR	SIOUX FALLS	SD
6053329673	State Penitentiary	1600 N NORTH DR	SIOUX FALLS	SD
6053329710	State Penitentiary	1600 N NORTH DR	SIOUX FALLS	SD
6053359541	State Penitentiary	1600 N NORTH DR	SIOUX FALLS	SD
6053359577	State Penitentiary	1600 N NORTH DR	SIOUX FALLS	SD

Telephone	Customer Name	Street Address	City	State
6053359578	State Penitentiary	1600 N NORTH DR	SIOUX FALLS	SD
6053359585	State Penitentiary	1600 N NORTH DR	SIOUX FALLS	SD
6053359586	State Penitentiary	1600 N NORTH DR	SIOUX FALLS	SD
6053359603	State Penitentiary	1600 N NORTH DR	SIOUX FALLS	SD
6053359610	State Penitentiary	1600 N NORTH DR	SIOUX FALLS	SD
6052249433	Women's Prison	3200 E SD HIGHWAY 34	PIERRE	SD
6052249452	Women's Prison	3200 E SD HIGHWAY 34	PIERRE	SD
6052249476	Women's Prison	3200 E SD HIGHWAY 34	PIERRE	SD
6052249478	Women's Prison	3200 E SD HIGHWAY 34	PIERRE	SD
6052249480	Women's Prison	3200 E SD HIGHWAY 34	PIERRE	SD
6052249483	Women's Prison	3200 E SD HIGHWAY 34	PIERRE	SD
6052249488	Women's Prison	3200 E SD HIGHWAY 34	PIERRE	SD
6052249492	Women's Prison	3200 E SD HIGHWAY 34	PIERRE	SD
6052249494	Women's Prison	3200 E SD HIGHWAY 34	PIERRE	SD
6052249495	Women's Prison	3200 E SD HIGHWAY 34	PIERRE	SD
6052249713	Women's Prison	3200 E SD HIGHWAY 34	PIERRE	SD
6052249735	Women's Prison	3200 E SD HIGHWAY 34	PIERRE	SD
6052249737	Women's Prison	3200 E SD HIGHWAY 34	PIERRE	SD
6052249743	Women's Prison	3200 E SD HIGHWAY 34	PIERRE	SD
6052249792	Women's Prison	3200 E SD HIGHWAY 34	PIERRE	SD
6052240475	Women's Prison	3200 E SD HIGHWAY 34	PIERRE	SD
6052244563	Women's Prison	3200 E SD HIGHWAY 34	PIERRE	SD
6052244602	Women's Prison	3200 E SD HIGHWAY 34	PIERRE	SD
6052244609	Women's Prison	3200 E SD HIGHWAY 34	PIERRE	SD
6052248235	Women's Prison	3200 E SD HIGHWAY 34	PIERRE	SD
6052248641	Women's Prison	3200 E SD HIGHWAY 34	PIERRE	SD
6052249142	Women's Prison	3200 E SD HIGHWAY 34	PIERRE	SD
6052249617	Women's Prison	3200 E SD HIGHWAY 34	PIERRE	SD
6056651232	Yankton Minimum Security	3515 BROADWAY AVE	YANKTON	SD
6056651233	Yankton Minimum Security	3515 BROADWAY AVE	YANKTON	SD

**SCHEDULE B
COMMISSION SCHEDULE
FOR
STATE OF SOUTH DAKOTA**

FSH agrees to pay Space Provider compensation for Inmate Telephone Service based upon (38%) percent of billed local and intraLATA collect call revenue and (33%) percent of billed interlata and interstate collect call revenue as billed by FSH's underlying telecommunications providers, exclusive of calls where no billing and collection agreements exist.

TYPE OF CALL	COMMISSIONS	
Inmate Collect Calls	38%*	
Inmate Collect Call (Interlata And Interstate Traffic)	33%**	
TYPE OF CALL	SETUP CHARGE	COST PER MINUTE
Inmate Debit Local Calls	\$1.25***	
Inmate Debit Intralata Calls	\$1.50***	\$.14***
Collect Call Intralata Calls	\$2.25***	\$.27*** - weekdays \$.25*** - evening, night & weekend
Local Collect Calls	\$2.71***	
Inmate Debit Calls (Interlata And Interstate Traffic)	\$2.00***	\$0.12***
Collect Calls (Interlata And Interstate Traffic)	\$3.50***	\$0.50***
Collect Calls (Interlata And Intrastate Traffic)	\$3.00***	\$0.44***
<ul style="list-style-type: none"> The 38% is based on FSH's revenue for billed inmate collect local and intraLATA calls. FSH Debit calling—Should the State choose to add a premise imposed commission fee onto the FSH debit call set-up fee, the State shall be paid compensation equal to the amount of that premise imposed commission fee per debit call. FSH Inmate Collect Calling—Should the State decide it will no longer require commissions on Inmate collect calls, FSH will reduce the cost of collect local calls to \$1.68 and the set-up charge on Inmate Collect IntraLATA calls to \$1.40. FSH will require a minimum of 45 days lead time from the State prior to making these changes to file new rates with the PUC. 		
<p>** The 33% is based on revenue for billed collect InterLATA and interstate calls.</p> <p>Debit calling—Securus agrees to pay State compensation for Inmate debit call InterLATA and Interstate traffic at the rate of \$1.00 per debit call based on the above rates. Should the State of South Dakota elect to initiate 0% commission, the per call service charge will be reduced to \$1.00.</p> <p>Securus Inmate Collect Calling—Should the State decide it will no longer require commissions on Inmate debit calling, Securus will reduce the set-up charge on Inmate Collect InterLATA/Intrastate calls to \$2.00 and the set-up charge on Inmate Collect InterLATA/Interstate calls to \$2.50.</p> <p>*** Cost does not include tax</p>		

**SCHEDULE C
FACILITY LOCATIONS & EQUIPMENT PROVISIONS
FOR
STATE OF SOUTH DAKOTA**

**State of South Dakota State Penitentiary
Jameson Unit
1600 North Drive
Sioux Falls, SD 57117**

Description	Qty
25' M/M amp cable	4
APC Power strip	2
Panamax-towermax DS 25 Lightning Protection	3
MLLT1	2
4 - KSU - 4 Outlet Surge Suppressor	1
ADTRAN 924 E	1
ADTRAN 924	4
Powerware Ethernet Mon Card	1
PW-5125 1500 RM UPS	1
Dell FS726T Switch	1
B-Line 4 FT Rack	1
Casters	1
Shelf	2

**South Dakota Women's Prison
3200 East Highway 34
Pierre, SD 57501**

Description	Qty
Quintum Box 24 Count	1
25' M/f amp cable	2
25' M/M amp cable	2
APC Power strip	1
Panamax-towermax co 25 Lightning Protection	1
Towermax CO 25 Lightning Protection	1
4 - KSU - 4 Outlet Surge Suppressor	1
ADTRAN 924	1
Powerware Ethernet Mon Card	1
PW-5125 1500 RM UPS	1
Adtran Rack Mount HW Kit 1200927L19	1
Dell FS726T Switch (Per Mack Korami)	1
B-Line 4 FT Rack	1
Casters	1
Shelf	1

Mike Durfee State Prison

**1412 Wood Street
Springfield, SD 57062**

Description	Qty
25' M/M amp cable	3
APC Power strip	1
Panamax-towermax DS 25 Lightning Protection	1
MLLT1	1
4 - KSU - 4 Outlet Surge Suppressor	1
ADTRAN 924	1
Powerware Ethernet Mon Card	1
PW-5125 1500 RM UPS	1
Adtran Rack Mount HW Kit	3
Dell FS726T Switch	1

**Redfield Minimum Unit
17262 West 6th Street
Redfield, SD 57469**

Description	Qty
Quintum Box 8 Count	1
25' M/f amp cable	2
25' M/M amp cable	2
Towermax CO 25 Lightning Protection	1
APC Power strip	1
Panamax-towermax co 25 Lightning Protection	1
Towermax CO 25 Lightning Protection	1
4 - KSU - 4 Outlet Surge Suppressor	1

Yankton Minimum Unit
178 Mickelson Drive
Yankton, SD 57078

Description	Qty
Quintum Box 24 Count	1
25' M/f amp cable	2
25' M/M amp cable	2
APC Power strip	1
Panamax-towermax co 25 Lightning Protection	1
Towermax CO 25 Lightning Protection	1
4 - KSU - 4 Outlet Surge Suppressor	1
ADTRAN 924	1
Powerware Ethernet Mon Card	1
PW-5125 1500 RM UPS	1
Adtran Rack Mount HW Kit 1200927L19	1
Dell FS726T Switch (Per Mack Korami)	1
B-Line 4 FT Rack	1
Casters	1
Shelf	2

Rapid City Minimum Unit
2317 Creek Drive
Rapid City, SD 57703

Description	Qty
Quintum Box 8 Count	1
25' M/f amp cable	2
25' M/M amp cable	2
Towermax CO 25 Lightning Protection	1
APC Power strip	1
Panamax-towermax co 25 Lightning Protection	1
Towermax CO 25 Lightning Protection	1
4 - KSU - 4 Outlet Surge Suppressor	1

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (the "Assignment") is made as of MAY 10, 2007 (the "Effective Date") by and between **Qwest Corporation** a Colorado corporation and successor in interest to U.S. West Communications, Inc. (hereinafter "Qwest" or "Assignor"), **FSH Communications, LLC**, a Delaware limited liability company (hereinafter "Assignee") and **State of South Dakota** ("State"). Assignor, Assignee and State are sometimes collectively referred to herein as the "Parties".

WHEREAS, on or about July 1, 2002, Qwest (through its predecessor in interest, U.S. West Communications, Inc.) and State entered into that certain Inmate Telephone Service Agreement, as amended (the "Inmate Agreement").

WHEREAS, subsequent to entering into the Inmate Agreement, Assignor and Assignee entered into certain agreements whereby Assignor agreed to dispose of and Assignee agreed to acquire certain of Assignor's pay telephone business assets and obligations.

WHEREAS, Assignor desires to assign all of its interest, rights and obligations under the Inmate Agreement to Assignee, and Assignee desires to accept assignment of Assignor's interest, rights and obligations under the Inmate Agreement.

WHEREAS, the Parties desire to document the formal Assignment of the Inmate Agreement and State's consent to the Assignment.

NOW, THEREFORE, for good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Effective as of the Effective Date and subject to the terms and conditions hereof, the Assignor transfers, assigns and sets over to the Assignee all of the Assignor's interest in the Inmate Agreement and Assignee assumes all of Assignor's interest in the Inmate Agreement. Notwithstanding anything in the Inmate Agreement to the contrary, this Assignment and State's consent to this Assignment shall release Assignor from any and all obligations of Assignor under the Inmate Agreement.
2. Subject to the terms and conditions hereof, Assignee hereby accepts this Assignment and the assignment of Assignor's interest in the Inmate Agreement. Assignee hereby agrees to perform all obligations of Assignor under the Inmate Agreement and to hold harmless, protect and indemnify Assignor against any and all claims, causes of action, loss, costs, liabilities and expenses related to Assignee's performance or non-performance under the Inmate Agreement.
3. State hereby consents to the assignment of the Inmate Agreement to the Assignee in accordance with the terms and conditions of this Assignment, and joins in this Assignment for the purpose of acknowledging its consent and approval thereto.
4. This Assignment may be executed via facsimile and in several counterparts and all so executed shall constitute one agreement binding on all Parties hereto.

5. This Assignment shall be construed in accordance with laws of the State of South Dakota, without regard to conflicts of law rules, and the parties irrevocably consent to the personal jurisdiction of the courts of South Dakota and irrevocably waive any objections to personal jurisdiction or venue in South Dakota. The federal and state courts of South Dakota shall have exclusive jurisdiction over any disputes arising out of this Assignment or the Inmate Agreement. All actions shall be venued in Hughes County, South Dakota.

IN WITNESS WHEREOF, the Parties hereto have executed the Assignment as of the dates set forth below.

“Assignor”

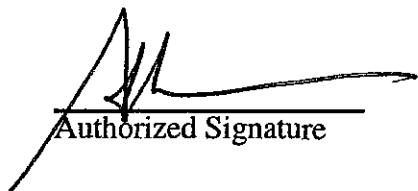
“Assignee”


**AGREED AND
CONSENTED TO BY:
“State”**

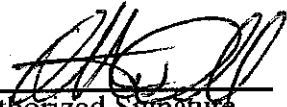
Qwest Corporation
1801 California
Denver, CO 80202

**FSH Communications,
LLC**
100 W. Monroe St., Suite 2101
Chicago, IL 60603

**State of South Dakota, for its
Bureau of Information and
Telecommunications**
700 Governor Drive
Pierre, SD 57501


Authorized Signature


Authorized Signature


Authorized Signature

Steven Anderson VP
Print Name and Title

STEVEN LOGGANS - VP
Print Name and Title

Otto Doll
BIT Commissioner
Print Name and Title

5/7/07
Date

5/8/2007
Date

5-23-07
Date