

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (the "Assignment") is made as of 01/01/10 (the "Effective Date") by and between **FSH Communications, LLC, a Delaware limited liability company ("FSH" or "Assignor"), Value Added Communications, Inc. (hereinafter "Assignee") and Whitman County, WA ("County").** Assignor, Assignee and County are sometimes collectively referred to herein as the "Parties".

WHEREAS, on or about 01/01/10, FSH and County 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 transfer and Assignee agreed to acquire certain of Assignor's inmate 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 County'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 County'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. County 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 Washington, without regard to conflicts of law rules, and the parties irrevocably consent to the personal jurisdiction of the courts of State of Washington and irrevocably waive any objections to personal jurisdiction or venue in State of Washington. The federal and state courts of Washington shall have exclusive jurisdiction over any disputes arising out of this Assignment or the Inmate Agreement.

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

"Assignor"

"Assignee"

**AGREED AND
CONSENTED TO BY:
"County"**

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

**Value Added
Communications, Inc.**

Whitman County, WA


Authorized Signature


Authorized Signature


Authorized Signature

STEVEN LOGGANS
Print Name and Title
VICE PRESIDENT

MARK TURNER-PRES
Print Name and Title

Robert D. Ingalls
Print Name and Title
JAIL ADMINISTRATOR

JAN 20, 2010
Date

1/6/10
Date

12 22 09
Date