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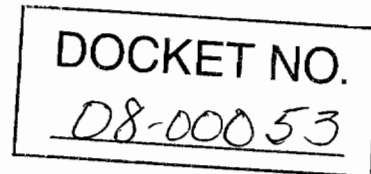
T.R.A. DOCKET ROOM



April 7, 2008

PAID T.R.A.	
Chk #	21559
Amount	25.00
Rcvd By	TS
Date	4/9/08

Sharla Dillon
Docket and Record Manager
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville TN 37243-0505



Re: Joint Petition of Global Connection, Inc. of Tennessee and L6-Global, LCC (collectively, the "Applicants") For Approval of a Transfer of Control of Global Connection, Inc. of Tennessee to L6-Global, LCC

Dear Ms.Dillon:

Enclosed are the original and fourteen (14) copies of the Petition that is submitted on behalf of the Applicants.

Please acknowledge receipt of this filing by date stamping and returning one (1) copy in the self addressed envelope provided. Also enclosed is a check in the amount of \$25.00 for the filing fee.

Thank you for your assistance. If you should have any questions regarding this application, please do not hesitate to call me at (770) 457-7174.

Sincerely,

A handwritten signature in black ink, appearing to read "Sam Abdallah".

Sam Abdallah

Enclosure

**BEFORE THE
TENNESSEE REGULATORY AUTHORITY**

Joint Petition of)	
)	
)	
Global Connection, Inc. of Tennessee)	
)	
And)	
)	
L6-Global, LLC)	
)	
)	
For Approval of a Transfer of Control of)	
Global Connection, Inc. of Tennessee to)	
L6-Global, LLC)	

Docket No. _____

JOINT APPLICATION

Global Connection, Inc. of Tennessee (“Global”) and L6-Global, LLC (“Acquisition Co”) (collectively, the “Applicants”), through their undersigned representatives and pursuant to the rules of the Tennessee Regulatory Authority (the “TRA”), request authority to enable the parties to consummate certain transactions whereby Acquisition Co, a Georgia LLC managed by L6 Holding Corporation (“L6”) will acquire control of Global, a company that holds authority from the TRA to provide telecommunications service in Tennessee.

The Applicants request that the TRA act expeditiously to grant the Authority requested herein, so that the Applicants can timely consummate the proposed transaction to meet important business objectives.

In support of their Application, the Applicants state as follows:

I. DESCRIPTION OF THE PETITIONERS

A. Global Connection, Inc. of Tennessee

Global Connection, Inc. of Tennessee is a wholly owned subsidiary of Global Connection of America. Global Connection, Inc. of Tennessee (“Global”) was issued a Certificate of Convenience and Necessity in 2002 to provide facilities-based and resold telecommunications services throughout the State of Tennessee (Docket No. 02-00567). Global is currently certified in 31 states. The primary business in which Global is engaged is the resell of residential prepaid telecommunications services. The majority of Global’s customers have either been previously disconnected or denied service by an Incumbent Local Exchange Company (“ILEC”). Global presently serves approximately 4,806 subscribers in the State of Tennessee.

Global sells its products through a distribution base of over 1600 grocery chain locations (such as Kroger, Bi-Lo, Bruno’s and HEB) and over 800 payment centers such as check cashers (Ace Cash Express, Atlanta Check Cashing), installment and payday loan (Value Services), pawn and wire transfer stores.

Further information concerning Global’s legal, technical, managerial and financial qualifications to provide service was submitted with its application for certification with the TRA as noted above and is, therefore a matter of public record. Global respectfully requests that the TRA take official notice of that information and incorporate it herein by reference. Global also attaches as Exhibit A its management biographies.

B. L6-Global, LCC and L6 Holdings Corporation

L6 Holding Corporation (“L6”) is a privately held Georgia Corporation with offices at #333 – 6555 Sugarloaf Parkway, Suite 307, Duluth, GA 30097. L6 was formed by its Managing Partner, Dan Lonergan, to invest in lower middle market companies with enterprise values between \$10 and \$100 million. L6 has targeted specific industries such as franchising, direct marketing, financial, business and marketing services.

L6 utilizes a value oriented investment approach, always seeking to buy good companies at reasonable prices. L6 primary focus is on undermanaged or undercapitalized companies primarily based in the Southeastern portion of the United States. L6 has been able to obtain significant growth through operational value add.

The L6 team has worked together in various capacities, including at Roark Capital, for the last six years. As a Managing Director at Roark Capital Group, Lonergan invested over \$200 million of equity capital.

L6 institutes a disciplined investment process that employs very specific investment criteria, rigorous due diligence with hands-on operational experience, outside advisors where appropriate, prudent use of financial leverage and close monitoring/active involvement of post-acquisition activities. L6 also attaches as Exhibit B its management biographies.

II. CONTACT INFORMATION

For the purposes of this Application, contacts for the Applicants are as follow:

Sam Abdallah
3957 Pleasantdale Road
Atlanta, Georgia 30340
Tel: (770) 457-7174
Fax: (770) 458-6773
Email: sam@globalconnectioninc.com

Dan Lonergan
3957 Pleasantdale Road
Atlanta, Georgia 30340
Tel: (678) 966-8412
Cell: (770) 490-8391
Email: danlonergan@bellsouth.net

III. DESCRIPTION OF THE TRANSACTION

L6 Holdings Corporation (“L6”) is the manager of L6-Global LLC (“Acquisition Co”). L6 established Acquisition Co, a Georgia LLC, for the sole purpose of making a controlling investment in Global Connection Holdings Corporation (“Hold Co”). Hold Co will be owned by Acquisition Co (80%) and Sam Abdallah (20%) post closing of the transaction. Holding Co will own 100% of Global Connection Inc. of America post closing. L6 has received a commitment from a well regarded \$20 billion institutional fund based in the Southeast to provide all of the debt and a portion of the equity financing for the proposed transaction.

Additions to the management team will be required. The ability to upgrade and supplement the management team represents a compelling opportunity. L6 also intends to recruit a highly valued added independent Board of Directors. For the TRA’s convenience, pre- and post transaction corporate structure charts are provided as Exhibit C. L6 has completed confirmatory diligence with its advisors including accounts, lawyers, (general corporate and regulatory), information technology and insurance and benefits.

Immediately following the consummation of the proposed transaction. Global will continue to offer service with no change in the rates or terms and conditions of service. Further, Global will continue to provide service to its customers under the same name, and will continue to be led by an experienced management team. Therefore, the transfer of control of Global will be seamless and transparent to consumers in Tennessee. A copy of the Agreement, Exhibit D, is provided by the Applicants under seal as confidential information.

IV. PUBLIC INTEREST STATEMENT

Applicants submit that the transactions will serve the public interest. Under new ownership, Global will continue to provide high-quality telecommunications services to consumers, while gaining critically important access to the additional resources and operational expertise of L6. This transfer of control, therefore, will give Global the ability to become a stronger competitor, to the ultimate benefit of consumers. Further, Global will not change its name or its rates, terms or conditions of service as an immediate result of the transfer of control. The transfer of control, therefore, will be transparent to consumers.

The public interest will also be served by expeditious consideration and approval of the transaction. For various important business and financial reasons, Applicants require that the transfer of control be closed as quickly as possible.

Applicants anticipate that this transaction may provide Global increased access to additional capital. Thereby putting Global in a better position to expand its service offerings, to the benefit of its customers. Delay in the regulatory approval process will prevent the parties from realizing these economic and operational benefits and delivering customer service as quickly as the parties otherwise would. As further support, the Applicants are providing under seal as confidential information Exhibit E, containing the pre- and post transaction financials. (filed separately from this Application).

V. CONCLUSION

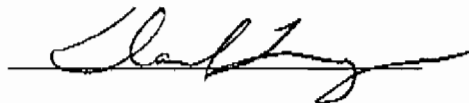
For the reason stated above, Applicants submit that the public interest, convenience, and necessity would be furthered by a grant of this Application. Applications therefore respectfully request that the Tennessee Regulatory Authority consider and approve the Application expeditiously to permit Applicants to consummate the proposed transfer of control as soon as possible.

Respectfully submitted,



Sam Abdallah
Global Connection, Inc. of America
3957 Pleasantdale Road
Atlanta, Georgia 30340
Tel: (770) 457-7174
Fax: (770) 458-6773
Email: sam@globalconnectioninc.com

President,
Global Connection, Inc. of America



Dan Lonergan
Global Connection, Inc. of America
3957 Pleasantdale Road
Atlanta, Georgia 30340
Tel: (678) 966-8412
Cell: (770) 490-8391
Email: danlonergan@bellsouth.net

Managing Partner,
L6 Holdings Corporation

STATE OF GEORGIA
COUNTY OF DEKALB

§
§
§

VERIFICATION

I, Sam Abdallah, state that I am President of Global Connection, Inc. of America;
that I am authorized to make this Verification on behalf of Global Connection, Inc.,
of America that the foregoing filing was prepared under my direction and
supervision; and that the contents are true and correct to the best of my knowledge,
information, and belief.



Sam Abdallah
President
Global Connection, Inc. of America

Sworn and subscribed before me this 8th day of April, 2008


Notary Public

My commission expires — **ANGELA C BRIGGS**
Notary Public, Gwinnett County, Georgia
~~My Commission Expires December 3, 2009~~

LIST OF EXHIBITS

Exhibit A	Global Management Biographies
Exhibit B	L6 Management Biographies
Exhibit C	Pre- and - Post Transaction Corporate Structure Charts
Exhibit D	Agreement <i>{Confidential Information}</i>
Exhibit E	Pre- and –Post – Transaction Financials <i>{Confidential Information}</i>

EXHIBIT A

GLOBAL CONNECTION, INC. OF TENNESSEE MANAGEMENT BIOGRAPHIES

Sam Abdallah

Sam Abdallah founded Global in 1998 and has been involved in all aspects on the Company's operation since inception. He is the founding member of the National Association for Local Access ("NALA"), the CLEC's community trade association. Mr. Abdallah is a graduate of the University of Missouri, where he received his B.S. degree in Industrial Engineering. He has over 18 years experience in product development, sales, marketing and operations.

Issa Elkhoury

Mr. Elkhoury has been with Global since September 2004 and is currently the Company's Director of Human Resources. He has played an integral role in several of the Company's functional areas including HR, customer service, sales and marketing and information technology. Mr. Elkhoury received his B.S. degree in Computer Science from Notre Dame University in Lebanon.

Bassam Adallah

Bassam Abdallah joined Global at its inception in 1998 as its Director of ILEC Relations and is responsible for all aspects of managing these key relationships. Mr. Abdallah is an active board member of NALA. Bassam received his B.S. degree in Computer Science from DePaul University.

L6 HOLDINGS CORPORATION MANAGEMENT BIOGRAPHIES

Dan Lonergan

Mr. Lonergan is the Founder and Managing Partner of L6. As a Managing Director of Roark Capital Group, Lonergan made eight platform investments totaling over \$200 million of invested equity capital. Lonergan served as a Director of Money Mailer Holding Corporation, FASTSIGNS Holding Corporation, Ace Holding Corporation, Wood Structures, Inc., PSC Info Group and Cybercore Corporation. Prior to joining Roark, Lonergan completed \$25 billion in corporate finance and mergers and acquisitions transactions as an investment banker. From 1999 through 2001, Lonergan was a Director at Credit Suisse First Boston Corporation in the firm's Mergers and Acquisitions Group where he participated in a broad range of industries, including consumer products, basic industry, media, and healthcare. Prior to joining Credit Suisse First Boston, Lonergan worked at J.P. Morgan & Co. in the firm's Mergers and Acquisitions Group where he focused on the global industrial services sector.

Prior to joining J.P. Morgan, Lonergan spent six years as the Chief Operating Officer of CompuTower Technologies Corp. CompuTower provided an efficient means of parking and retrieving automobiles and other bulk storage items. At CompuTower, Lonergan was actively engaged in all facets of the business, overseeing the development of the business strategy, capital raising, recruiting and managing all company personnel (manufacturing, sales, administration, finance, marketing, and research and development).

Lonergan began his career in the Fixed Income Division of Bear Stearns & Co. He received a Master's degree in Business Administration from The Pennsylvania State University's Smeal College of Business and a Bachelor's of Science degree in Accounting from The Pennsylvania State University.

H. Scott Pressly

With a unique background as both an operator and principal investor, Pressly has experienced first-hand the challenges and opportunities of operating, growing and capitalizing emerging businesses.

Before founding Van Ness Capital Advisors, Pressly was a Managing Director at Roark Capital Group, a private equity firm with \$550 million of capital under management. At Roark he evaluated numerous franchisors for potential acquisition and directly sourced multiple franchise investments. He also was actively involved post-close as a board member for brands such as Schlotzsky's, Fastsigns, Money Mailer, Cinnabon, McAlister's Deli, and Carvel Ice Cream.

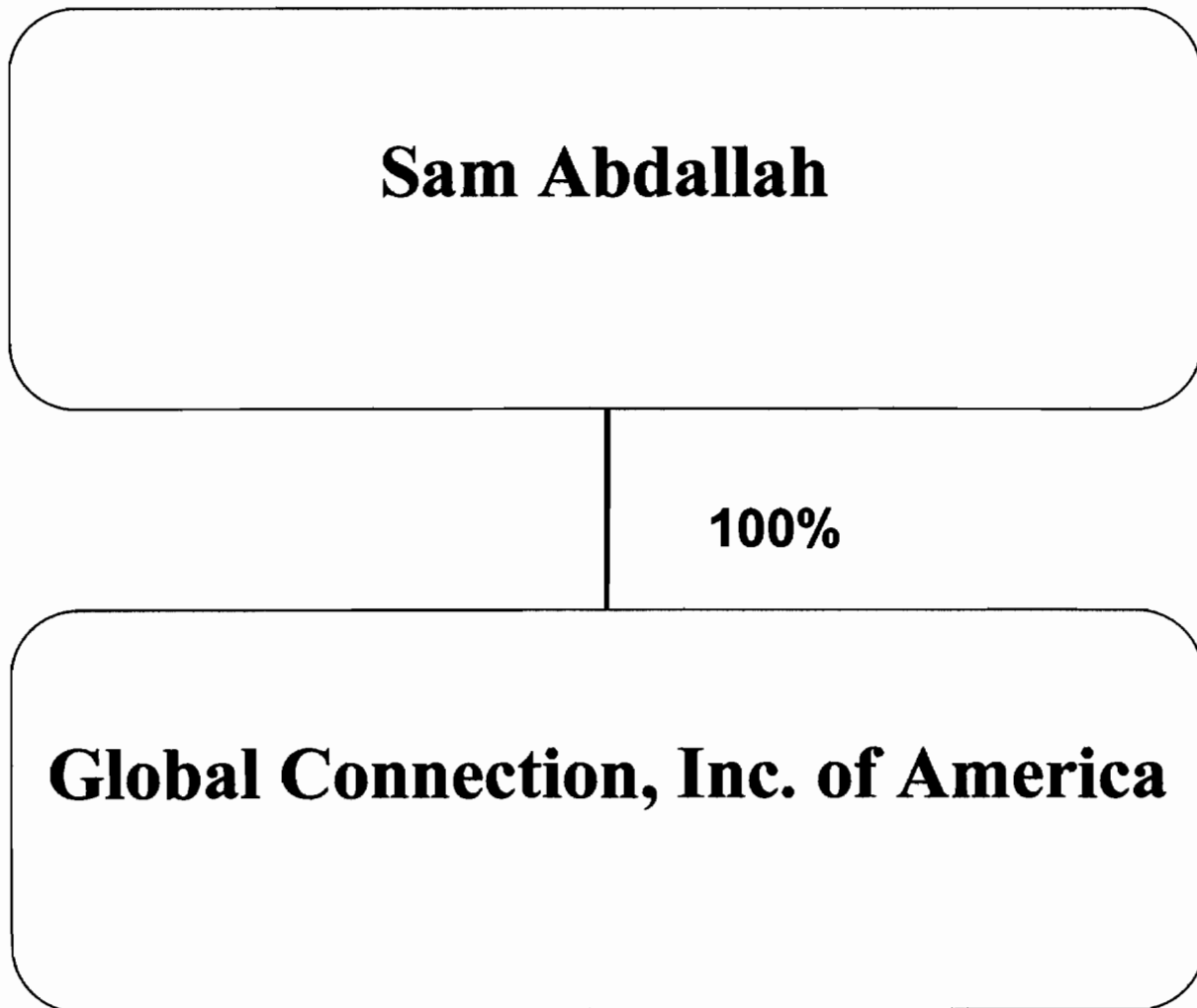
Pressly also has significant direct operating experience. Currently, he is a multi-unit franchisee for Edible Arrangements and was previously Vice President of Acquisitions and Development for U.S. Franchise Systems, a multi-brand hotel franchisor. He has also held operational roles at The Walt Disney Company and Dow Chemical USA.

With extensive relationships in the franchise community, Pressly is active on multiple franchise related Boards including being a founding member and Director of the Atlanta Franchise Alliance, Director on the International Franchise Association Supplier Forum Advisory Board, and a Trustee for the IFA Educational Foundation. Additionally, he is a frequent expert writer and speaker addressing capitalization alternatives for franchisors.

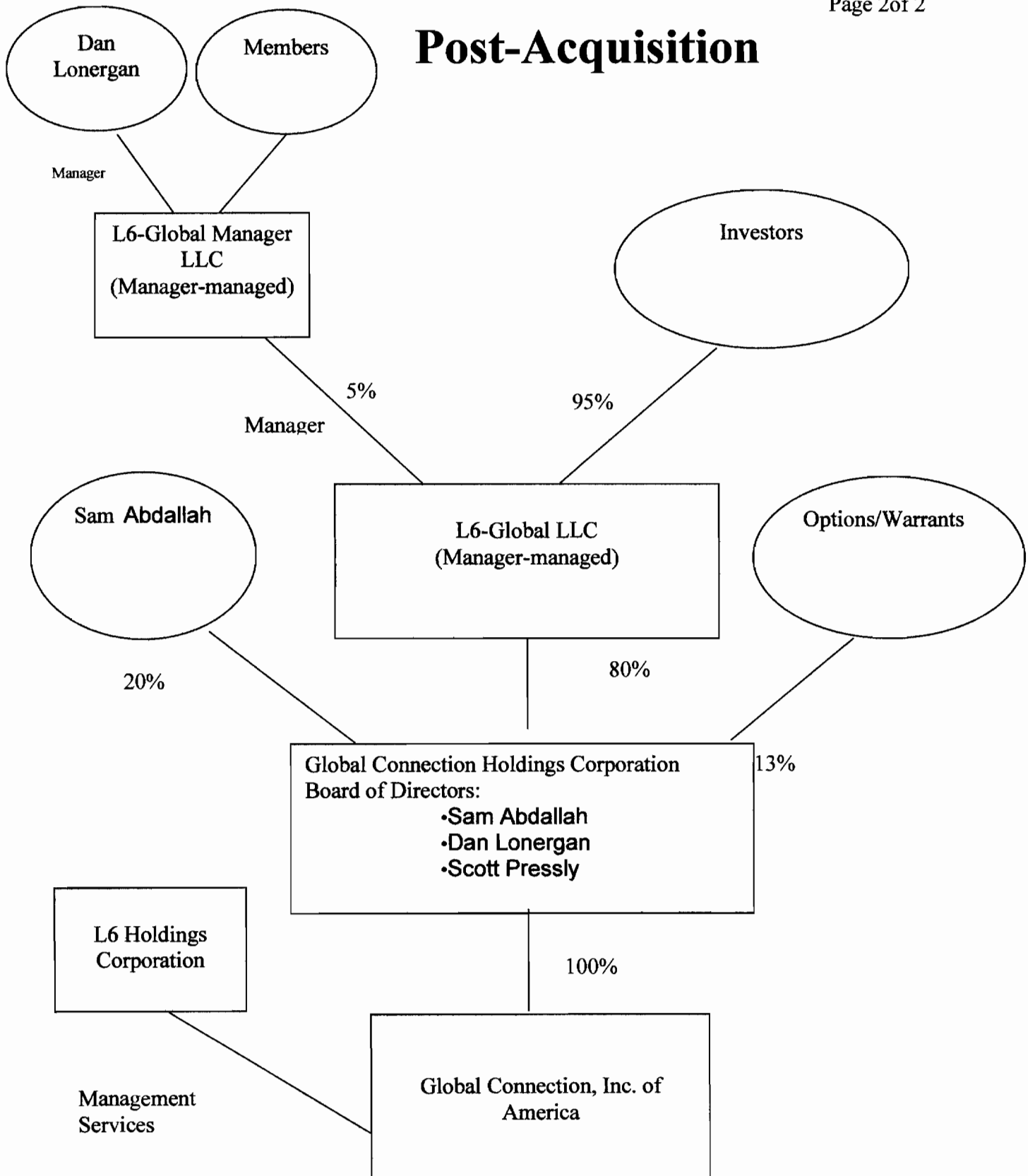
Pressly received his Masters of Business Administration from Harvard Business School and a Bachelor of Science, Magna Cum Laude, in Chemical Engineering from the University of Florida

Pre- and - Post Transaction Corporate Structure Charts

Pre-Acquisition



Post-Acquisition



STOCK PURCHASE AGREEMENT

dated as of April 2, 2008

by and between

SAM ABDALLAH

and

GLOBAL CONNECTION HOLDINGS CORPORATION

STOCK PURCHASE AGREEMENT

THIS STOCK PURCHASE AGREEMENT (this "**Agreement**") is entered into this 2nd day of April, by and between Sam Abdallah, a resident of the state of Georgia (the "**Seller**") and Global Connection Holdings Corporation, a Georgia corporation (the "**Purchaser**," sometimes referred to herein collectively with the Seller as the "**Parties**," and each, a "**Party**").

Recitals:

A. Global Connection Inc. of America, a Georgia corporation (the "**Company**") and its Subsidiaries are currently engaged in or planning to engage in the business of providing prepaid telecommunication services including home phone, Internet, wireless, long distance calling cards and financial services and insurance products including credit and debit cards and auto, health and dental insurance to low income consumers with poor or no credit, with a customer base of approximately 32,000 customers (the "**Business**");

B. The Seller is the holder of 5,000 shares of common stock, \$1.00 par value, of the Company (the "**Shares**"), which are the only authorized and outstanding capital stock of the Company;

C. The Seller wishes to sell the Shares to the Purchaser, and the Purchaser wishes to purchase the Shares from the Seller, upon the terms and subject to the conditions set forth in this Agreement; and

D. The Parties desire to make certain representations, warranties, covenants and agreements in connection with the transactions contemplated by this Agreement.

Agreement:

NOW, THEREFORE, in consideration of the mutual agreements and covenants herein contained and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties hereby agree as follows:

ARTICLE I: DEFINITIONS

1.1 Definitions. Except as otherwise provided herein, all capitalized terms used herein shall have the meanings assigned to them in Exhibit A to this Agreement.

ARTICLE II: PURCHASE AND SALE OF SHARES

2.1 The Stock Purchase. Upon the terms and subject to the conditions set forth in this Agreement, at the Closing, the Purchaser hereby agrees to purchase from the Seller all of the Shares, and the Seller hereby agrees to sell to the Purchaser all of the Shares, free and clear of any and all Liens, for an aggregate purchase price (the "**Purchase Price**"), in an amount equal to: (a) \$18,000,000, subject to adjustment pursuant to Section 2.2; plus (b) the amounts set forth in Section 2.3 (the "**Earn Out**"). The Purchase Price will be paid as follows:

(a) At the Closing, Purchaser shall deposit \$500,000 (the "**Escrow Amount**") by wire transfer of immediately available funds, into an escrow account established with RBC Centura Bank (the "**Escrow Agent**") pursuant to an escrow agreement in substantially the form attached as Exhibit B hereto (the "**Escrow Agreement**").

(b) At the Closing, Purchaser shall pay, to the accounts designated in writing by those persons entitled to repayment of the Funded Indebtedness as set forth on the Closing Payments Schedule, by wire transfer of immediately available funds, an amount equal to the Company's and the Subsidiaries' Funded Indebtedness owing to such Persons, which payments, in the aggregate, shall be sufficient to satisfy any and all obligations of the Company and the Subsidiaries to such Persons;

(c) At the Closing, Purchaser shall pay, to the accounts designated in writing by those persons entitled to repayment of the Transaction Expenses as set forth on the Closing Payments Schedule, by wire transfer of immediately available funds, an amount equal to the Transaction Fees owing to such Persons, which payments shall be sufficient to satisfy any and all obligations of the Company and the Subsidiaries to such Persons;

(d) At the Closing, Purchaser shall deliver to the Seller a promissory note in original principal amount of One Million Dollars (\$1,000,000) from the Purchaser to the Seller, in the form attached hereto as Exhibit C (the "**Promissory Note**").

(e) At the Closing, Purchaser shall pay to the Seller the remainder of the Purchase Price less the amounts set forth in Sections 2.1(a)-(d).

(f) The Earn Out, if any, will be paid by Purchaser in accordance with Section 2.3.

2.2 Working Capital Adjustment.

(a) Interim Working Capital. The Parties acknowledge and agree that the total aggregate Purchase Price to be paid by Purchaser hereunder is based on the assumption that the Company's Working Capital as of the Closing shall be equal to \$1,000,000 (the "**Working Capital Target**"). Prior to Closing, the Parties shall determine the Company's Working Capital as of April 30, 2008 (the "**Interim Working Capital**"). To the extent the Interim Working Capital exceeds the Working Capital Target, the Purchase Price payable by Purchaser at Closing shall be increased by the amount of such excess. To the extent the Working Capital Target exceeds the Interim Working Capital, the Purchase Price payable by Purchaser at Closing shall be decreased by the amount of such excess. The Interim Working Capital shall be determined using the same accounting methods, policies, practices and procedures, with consistent classifications and estimation methodologies, as were used in the preparation of the Financial Statements and Working Capital Target. The Company may distribute excess cash to its stockholder prior to Closing so long as such distribution does not reduce the Working Capital below the Working Capital Target.

(b) Baseline Working Capital Statement. Within sixty (60) calendar days after the Closing Date, Purchaser shall deliver to the Seller a statement (the "**Baseline Working Capital Statement**") setting forth the Company's Working Capital as of the Closing. Without limiting

the foregoing, the Baseline Working Capital Statement shall be prepared using the same accounting methods, policies, practices and procedures, with consistent classifications and estimation methodologies, as were used in the preparation of the Financial Statements and Working Capital Target.

(c) Review and Dispute of Baseline Date Working Capital Statement. The Seller shall have thirty (30) days after Purchaser's delivery to the Seller of the Baseline Working Capital Statement to deliver written notice to the Purchaser (the "WC Dispute Notice") setting forth in reasonable detail any and all items of disagreement related to the Baseline Working Capital Statement. Unless the Seller shall have delivered a WC Dispute Notice during the required thirty (30) day period, the Baseline Working Capital Statement delivered by the Purchaser shall be final and binding upon the Parties. If the Seller timely delivers a WC Dispute Notice to the Purchaser, the Parties shall negotiate in good faith and use their respective commercially reasonable efforts to resolve the differences concerning any items of disagreement and any items agreed upon shall be final and binding upon the parties. If any such items remain unresolved for a period of fifteen (15) days after the Purchaser's receipt of the WC Dispute Notice (unless such time frame is mutually extended by the parties), the Purchaser and the Seller shall submit the disputed items for final and binding resolution by an independent certified public accountant (the "**Accounting Firm**") selected by the mutual agreement of the Purchaser and the Seller. The Accounting Firm will only consider those items and amounts set forth in the Baseline Working Capital Statement as to which the Purchaser and the Seller have disagreed on the terms specified above and not resolved during the fifteen (15) day period (or longer, if mutually extended) described above and must resolve the disputes using the same accounting methods, policies, practices and procedures, with consistent classifications and estimation methodologies, as were used in the preparation of the Financial Statements. The Purchaser and the Seller shall request that the Accounting Firm render a determination as to any disputed items within twenty (20) days after its retention, and the Parties shall cooperate fully with the Accounting Firm so as to enable it to make such determination as quickly and as accurately as practicable. The Accounting Firm shall make its determination based exclusively on presentations and supporting material provided by the Parties and not pursuant to any independent review and such determination as to any disputed items shall be made by the Accounting Firm within the dollar ranges set forth in the version of the Baseline Working Capital Statement delivered by the Purchaser and the WC Dispute Notice delivered by the Seller. The Accounting Firm shall deliver a version of the Baseline Working Capital Statement incorporating its determinations which the Accounting Firm to the parties, which shall be final and binding upon the Parties. The fees, costs and expenses of the Accounting Firm shall be allocated to and paid by Purchaser and the Seller based upon the percentage which the portion of the contested amounts not awarded to the Seller bears to the amounts actually contested by the Seller, as determined by the Accounting Firm. Other than such fees, costs and expenses of the Accounting Firm, the Parties shall each be responsible for their own costs and expenses incurred in connection with any actions taken pursuant to this Section 2.2(c). Any final statement of Working Capital determined in accordance with this Section is referred to herein as the "**Definitive Working Capital Statement**".

(d) Purchase Price Adjustment. Following the final determination of the Definitive Working Capital Statement in accordance with Section 2.2(c): (i) if the Working Capital as set forth on the Definitive Working Capital Statement exceeds the Interim Working Capital,

Purchaser shall pay to the Seller an amount equal to the amount by which the Working Capital as set forth on the Definitive Working Capital Statement exceeds the Interim Working Capital; and (ii) if the Interim Working Capital exceeds the Working Capital as set forth on the Definitive Working Capital Statement, the Seller shall refund to the Purchaser an amount equal to an amount by which the Interim Working Capital exceeds the Working Capital as set forth on the Definitive Working Capital Statement. Any payments required by this Section 2.2(d) shall be paid within five (5) days of the relevant determination, with any late payments accruing interest at five percent (5%) per annum. For the avoidance of doubt, the Parties agree and acknowledge that any Purchase Price adjustment will not preclude any Purchaser Indemnified Party from recovering any indemnifiable Losses in accordance with Article IX.

2.3 Earn Out.

(a) Purchaser shall pay to the Seller additional amounts dependent upon the Gross Profit of the Company as set forth below. For purposes of this Section 2.3, "**Gross Profit**" means "Revenue" less "Costs of Goods Sold" (each as defined below). For purposes hereof, "**Revenue**" includes: (y) the gross sales of all Company services and products including sales taxes and other applicable fees and charges billed directly to the customers less (z) the sum of (i) any amount recognized as bad debt expense, (ii) any provision for uncollectible accounts made during the year, and (iii) any sales refunds or allowances (and Revenue expressly does not include interest income, gains or losses on sales of fixed assets or investments); "**Costs of Goods Sold**" or "**CGS**" is defined to include all direct costs incurred by the Company in providing products or services to its customers. Such direct costs encompass: (i) all ILEC or local telephone service expenses (net of any credits), (ii) all payment center commissions including credit card charges and any other customer payment processing charges, (iii) all sales taxes directly incurred to provide goods or services to the Company's customers, (iv) all other regulatory fees or charges directly incurred to provide goods or services to the Company's customers, (v) all Internet service costs incurred in providing Internet service to customers or to the Company's payment centers, (vi) cell phone costs including any reserve for inventory obsolescence incurred in providing cell phone service to customers, and (vii) any other direct charges incurred in providing products or services to the Company's customers (and CGS does not include sales taxes on items purchased by the Company for use in Company operations). There shall also be a potential adjustment mechanism to Gross Profit in the event of certain strategic acquisitions by the Company as described in subsection (f) below.

(b) For the calendar year ending December 31, 2008: (i) to the extent Gross Profit is less than \$9,000,000, the Earn Out shall equal \$0.00; (ii) for every dollar by which Gross Profit exceeds \$9,000,000 and is equal to or less than \$12,000,000, the Earn Out shall equal \$.50 of each incremental dollar; and (iii) for every dollar by which Gross Profit exceeds \$12,000,000 but is less than \$18,000,000, the Earn Out shall equal \$0.25 of each incremental dollar. Seller shall not be entitled to any Earn Out for the calendar year ending December 31, 2008 in respect of any amount by which Gross Profit exceeds \$18,000,000.

(c) For the calendar year ending December 31, 2009: (i) to the extent Gross Profit is less than \$10,000,000, the Earn Out shall equal \$0.00; (ii) for every dollar by which Gross Profit exceeds \$10,000,000 and is equal to or less than \$13,000,000, the Earn Out shall equal \$.50 of each incremental dollar; and (iii) for every dollar by which Gross Profit exceeds \$13,000,000 but is less than \$19,000,000, the Earn Out shall equal \$0.25 of each incremental dollar. Seller shall

not be entitled to any Earn Out for the calendar year ending December 31, 2009 in respect of any amount by which Gross Profit is equal to or greater than \$19,000,000.

(d) For the calendar year ending December 31, 2010: (i) to the extent Gross Profit is less than \$11,000,000, the Earn Out shall equal \$0.00; (ii) for every dollar by which Gross Profit exceeds \$11,000,000 and is equal to or less than \$14,000,000, the Earn Out shall equal \$.50 of each incremental dollar; and (iii) for every dollar by which Gross Profit exceeds \$14,000,000 but is less than \$20,000,000, the Earn Out shall equal \$0.25 of each incremental dollar. Seiler shall not be entitled to any Earn Out for the calendar year ending December 31, 2010 in respect of any amount by which Gross Profit is equal to or greater than \$20,000,000.

(e) Any payments required by this Section 2.3 shall be paid by Purchaser within ten (10) days of the relevant determination of Gross Profit (pursuant to the Company's audited financial statements), with any late payments accruing interest at five percent (5%) per annum.

(f) The measurement of the Gross Profit of the Company pursuant to Section 2.3 shall be adjusted to reflect all "Material Acquisitions" of the Company. A "**Material Acquisition**" shall mean an acquisition of assets, customers, additional supply outlets or other transactions outside the Ordinary Course of Business whereby the Company acquires 500 or more new customers. The amount of the adjustment to the Gross Profit will be calculated as follows:

(i) Determine the historical Gross Profit ("**HGP**") generated from the acquired assets or by the acquired entity (in either case the "**Target**") for the most recent twelve months. If the most recent twelve month information is not readily available then the Target's most recent fiscal year shall be used;

(ii) Divide the Target's HGP by the Target's average number of customers for the same period (most recent twelve months or fiscal year as appropriate) to determine an Average Gross Profit per Customer ("**AGPC**");

(iii) Multiply the AGPC by the number of customers being acquired from the Target to determine the Expected Annual Gross Profit ("**EAGP**") to be generated from the acquisition;

(iv) Multiply the EAGP by the number of full months remaining in the Company's current fiscal year and divide by twelve to determine the Prorated Gross Profit ("**PGP**") expected to be generated from the acquisition; and

(v) Increase the Gross Profit amount by the PGP, and in future Earn Out years increase the base Gross Profit by EAGP.

2.4 The Closing.

(a) The closing of the purchase and sale of the Shares contemplated by this Agreement (the "**Closing**") shall take place at the offices of Nelson Mullins Riley & Scarborough LLP in Atlanta, Georgia, at 10:00 a.m. on the second Business Day after the date on which the last to be satisfied or waived of the Closing conditions set forth in Article VIII (other

than Closing conditions that by their nature are to be satisfied at the Closing, but subject to the satisfaction or waiver of those conditions) shall be satisfied or waived in accordance with this Agreement. The date on which the Closing takes place is referred to as the "**Closing Date.**"

(b) At the Closing, simultaneously with the actions set forth in Sections 2.1 and 2.5, the Seller will assign and transfer to the Purchaser all of the Seller's right, title and interest in and to the Shares by delivering to the Purchaser Seller's certificates representing the Shares, in genuine and unaltered form, duly endorsed in blank or accompanied by duly executed stock powers endorsed in blank, with requisite stock transfer tax stamps, if any, attached.

2.5 Pre-Closing Deliveries. At least three (3) Business Days prior to the Closing Date, the Seller will deliver to the Purchaser a schedule setting forth all Funded Indebtedness and all Transaction Fees, estimated as of the Closing Date (the "**Closing Payments Schedule**").

2.6 Closing Deliveries.

(a) At the Closing, the Seller shall deliver or cause to be delivered to the Purchaser:

(i) stock certificate(s) collectively representing all of the Shares in accordance with Section 2.4(b);

(ii) payoff letters, in form and substance reasonably satisfactory to the Purchaser, as to the full payment of all Funded Indebtedness, and the release of the Company from further Liability related thereto and the release of any Liens related thereto;

(iii) an appropriate receipt and release from each Person entitled to Transaction Fees, acknowledging that such Person has received all amounts due such Person from the Company, and releasing the Company and its Subsidiaries from any further Liability with respect thereto

(iv) an employment agreement in the form attached as Exhibit D, duly executed by the Company and Sam Abdallah;

(v) a subscription agreement, in the form attached hereto as Exhibit E, duly executed by Seller, along with the purchase price for the purchase of twenty percent (20%) of the equity of Purchaser;

(vi) the Management Agreement, duly executed by Seller on behalf of the Company;

(vii) copies of each of the following documents among Purchaser and its shareholders: (A) Investors' Rights Agreement; (B) Right of First Refusal and Co-Sale Agreement; and (C) Voting Agreement, each in substantially the form attached hereto as Exhibit G (the "**Stockholder Documents**"), duly executed by Seller;

(viii) a certificate, dated as of the Closing Date, duly executed by Seller, relating to the satisfaction of the Closing conditions set forth in Sections 8.2(a), (b) and

(g);

(ix) written resignations of all members of the Company's and each of its Subsidiaries board of directors and officers;

(x) the Escrow Agreement, duly executed by the Seller;

(xi) a fully executed Amendment to Office Space Lease, as contemplated by Section 6.10;

(xii) a good standing certificate for the Company and each of its Subsidiaries for their respective jurisdictions of organization, dated as of a date as near as reasonably practicable to the Closing Date;

(xiii) a Transaction Fee Agreement, in the form attached hereto as Exhibit J, and all payments required thereby; and

(xiv) such other documents or instruments in form and substance reasonably acceptable to the Purchaser as the Purchaser may deem reasonably necessary or as may be required to consummate the transactions contemplated hereby.

(b) At the Closing, the Purchaser shall deliver or cause to be delivered to the Seller:

(i) evidence reasonably satisfactory to the Seller that the Purchaser has made the payments required by Section 2.1;

(ii) the Promissory Note duly executed by an authorized officer of Purchaser;

(iii) an employment agreement in the form attached as Exhibit D, duly executed by the Company;

(iv) reasonable evidence that L6-Global LLC has purchased stock in Purchaser, on a pari passu basis with that of the Seller, for eighty percent (80%) of the equity of Purchaser as of the Closing;

(v) the Management Agreement, duly executed by Purchaser;

(vi) the Stockholder Documents, duly executed by Purchaser and L6-Global LLC;

(vii) an officer's certificate, dated as of the Closing Date, duly executed by an authorized officer of the Purchaser, relating to the satisfaction of the Closing conditions set for in Sections 8.1(a) and (b);

(viii) the Escrow Agreement, duly executed by Purchaser and the Escrow Agent; and

(ix) such other documents or instruments in form and substance reasonably acceptable to the Seller as the Seller may deem reasonably necessary or as may be required to consummate the transactions contemplated hereby.

**ARTICLE III:
REPRESENTATIONS AND WARRANTIES CONCERNING THE COMPANY**

The Seller hereby represents and warrants to Purchaser as of the date hereof and again as of the Closing Date (not to apply to items requiring lists as of a prescribed date), subject to the exceptions set forth in the Company Disclosure Schedule, as follows:

3.1 Existence; Good Standing. The Company is a corporation duly incorporated, validly existing and in good standing under the laws of the State of Georgia and has all requisite power and authority to own and operate its properties and to conduct its Business, as now conducted. The Company is duly licensed or qualified to do business as a foreign corporation and is in good standing under the laws of each other jurisdiction under which such licensing or qualification is necessary, except where the failure to be so licensed or qualified or to be in good standing would not reasonably be expected to have a Material Adverse Effect. Except as set forth on Schedule 3.1, the Company has not, during the five years preceding the date of this Agreement, been known or used any other corporate, trade or fictitious name or acquired all or substantially all of the assets, capital stock or operating units of any Person. The Company has not, during the five years preceding the date of this Agreement, had a business location at any address other than the addresses set forth on Schedule 3.1.

3.2 Capitalization; Subsidiaries.

(a) The authorized capital stock of the Company consists of 5,000 shares of common stock, \$1.00 par value, of which 5,000 shares have been issued to and are held by the Seller. All of the issued shares of capital stock of the Company are duly authorized, validly issued, fully paid and nonassessable, and none of them were issued in violation of any preemptive rights, rights of first offer or first refusal or similar rights, or in violation of the Securities Act or any other applicable securities law. There are not any authorized or outstanding (i) options, warrants, calls, rights of first refusal or other rights of any character to acquire equity or debt interests from any the Company or any phantom stock, stock appreciation rights or other contract rights intended to provide an economic return based on changes in the value of any debt or equity securities of the Company, (ii) or rights or Contracts to which the Company is a party requiring, or convertible securities of the Company outstanding which upon conversion would require, the issuance of any shares of capital stock or other equity interests of the Company or other securities convertible into shares of capital stock or other equity interests of the Company, or (iii) contract rights or options pursuant to which the Company is required to or has the right to redeem, purchase or otherwise reacquire any equity securities, or other instrument convertible or exercisable into equity securities, of the Company. There are no Contracts to which the Company is a party or to which any other Person is a party with respect to: (i) the voting any shares of any class of capital stock of the Company (including any proxy or director nomination rights); (ii) the transfer of or transfer restrictions on any such shares of capital stock of the Company; or (iii) the granting of any other rights in respect of any shares of capital stock of the Company (e.g. stock appreciation rights).

(b) Schedule 3.2(b) sets forth the name of each Subsidiary, and, with respect to each Subsidiary, (i) the jurisdiction in which it is incorporated or organized, (ii) the number of shares of its authorized capital stock (or other ownership interests) and the number and class of shares (or other ownership interests) thereof duly issued and outstanding, (iii) the names of all stockholders or other equity owners and the number of shares of stock owned by each stockholder or the amount of equity owned by each equity owner, and (iv) the names of its officers and directors or other governing Persons. Each Subsidiary is a duly organized and validly existing corporation in good standing under the laws of the jurisdiction of its incorporation and is duly qualified or authorized to do business as a foreign entity and is in good standing under the laws of each other jurisdiction under which such licensing or qualification is necessary, except where the failure to be so licensed or qualified or to be in good standing would not reasonably be expected to have a Material Adverse Effect. Each Subsidiary has all requisite power and authority to conduct its Business as now conducted. Each Subsidiary has all requisite power and authority to execute and delivery any Transaction Document to which it is a party and to consummate the transactions and perform its obligations as contemplated thereby.

(c) The outstanding shares of capital stock (or other ownership interests) of each Subsidiary are validly issued, fully paid and non-assessable, and the Company or one of the Subsidiaries is the sole record and beneficial owner of all such shares or other equity interests shown as owned by the Company or any Subsidiary on Schedule 3.2(b), in each case free and clear of any and all Liens. All such shares or other ownership interests were duly issued in compliance with the applicable provisions of the Securities Act or other applicable securities law and without violation of any preemptive, preferential or similar right of any Person. No shares of capital stock are held by any Subsidiary as treasury stock. There are not any authorized or outstanding (i) options, warrants, calls, rights of first refusal or other rights of any character to acquire equity or debt interests from any Subsidiary or any phantom stock, stock appreciation rights or other contract rights intended to provide an economic return based on changes in the value of any debt or equity securities of any of the Company's Subsidiaries, (ii) or rights or Contracts to which any Subsidiary is a party requiring, or convertible securities of any Subsidiary outstanding which upon conversion would require, the issuance of any shares of capital stock or other equity interests of any Subsidiary or other securities convertible into shares of capital stock or other equity interests of any Subsidiary, or (iii) contract rights or options pursuant to which any Subsidiary is required to or has the right to redeem, purchase or otherwise reacquire any equity securities, or other instrument convertible or exercisable into equity securities, of any Subsidiary. There are no Contracts to which any Subsidiary is a party or to which any other Person is a party with respect to: (i) the voting any shares of any class of capital stock of the Company (including any proxy or director nomination rights); or (ii) the transfer of or transfer restrictions on any such shares of capital stock of the Company.

(d) Neither the Company nor any of the Subsidiaries owns any shares, equity or debt securities or other ownership interest, directly or indirectly, in any other Person, nor is any of them party to any Contract to acquire any such shares, securities or other ownership interest, or subject to any obligation to make any further debt or equity investment in any Person listed in Schedule 3.2(b).

3.3 No Conflict. The consummation of the transactions contemplated by this Agreement and the other Transaction Documents, or compliance by the Company or the Seller

with any of the provisions thereof will not conflict with, or result in any violation or breach of, conflict with or default (with or without notice or lapse of time, or both) under, or give rise to a right of termination, cancellation or acceleration of any obligation or to loss of a material benefit under, or give rise to any obligation of the Seller, the Company or any Subsidiary to make any payment under, or to the increased, additional, accelerated or guaranteed rights or entitlements of any Person under, or result in the creation of any Liens upon any of the properties or assets of the Seller, the Company or any Subsidiary under, any provision of (a) the Organizational Documents of the Company or any Subsidiary; (b) any Material Contract or Permit; (c) any Order; or (d) any applicable Law. Except as set forth on Schedule 3.3, no consent, waiver, approval, Order, Permit or authorization of, or declaration or filing with, or notification to, any Person or Governmental Entity is required on the part of the Seller, the Company or any Subsidiary in connection with (i) the execution and delivery of this Agreement and the other Transaction Documents, the compliance by the Seller and the Company with any of the provisions hereof and thereof, or the consummation of the transactions contemplated hereby and thereby, or (ii) the continuing validity and effectiveness immediately following the Closing of any Company Permit or Material Contract.

3.4 Financial Statements; Absence of Undisclosed Liabilities.

(a) Attached as Schedule 3.4(a) are correct and complete copies of: (i) the unaudited, consolidated balance sheet of the Company and the Subsidiaries as of December 31, 2006 and the related unaudited, consolidated income statement for the year ended December 31, 2006 (the “**2006 Financial Statements**”); and (ii) the audited, consolidated balance sheet of the Company and the Subsidiaries as of December 31, 2007 and the related unaudited income statement for the year ended December 31, 2007 (the “**2007 Financial Statements**” and, collectively with the 2006 Financial Statements, the “**Financial Statements**”). Excepting the matters set forth on Schedule 3.4(b), the Financial Statements present fairly, in all material respects, the financial condition and results of operations of the Company and the Subsidiaries as of the applicable dates.

(b) Controls and Procedures. The Company maintains accurate and complete books and records reflecting its and its Subsidiaries’ assets and liabilities and maintains proper and adequate internal accounting controls sufficient to provide reasonable assurance that: (i) transactions are executed only in accordance with management’s authorization; (ii) transactions are recorded as necessary to permit preparation of the financial statements of the Company and its Subsidiaries and to maintain accountability for the assets and liabilities of the Company and its Subsidiaries; (iii) receipts and expenditures of the Company and its Subsidiaries are executed only in accordance with management’s authorization; (iv) unauthorized acquisition, disposition or use of assets is prevented or timely detected; and (v) accounts, notes and other receivables are recorded accurately, and proper and adequate procedures are implemented to effect the collection thereof on a current and timely basis. Such internal accounting controls are appropriate for a private company with operations of the size and scope of the operations of the Company and its Subsidiaries. Except as set forth on Schedule 3.4(b), there are no material weaknesses in the design or operation of such internal accounting controls that could adversely affect the ability of the Company and its Subsidiaries to initiate, record, process and report financial data.

(c) As of the date of this Agreement, neither the Company nor any of the Subsidiaries has any Liabilities other than: (i) accounts payable and accrued expenses incurred

after the date of the 2007 Financial Statements in the Ordinary Course of Business, (ii) executory obligations or liabilities under Contracts listed on Schedule 3.6 or that are not required to be listed thereon (but not including any liabilities or obligations arising out of any breach of Contract), and (iii) Liabilities incurred in connection with the transactions contemplated hereby.

3.5 Absence of Certain Changes. Since the date of the 2007 Financial Statements, there has not been any event or change in the Business which has had or would reasonably be expected to have a Material Adverse Effect. Except as set forth in Schedule 3.5, since the date of the 2007 Financial Statements, the Company and its Subsidiaries have conducted Business and their affairs only in the Ordinary Course of Business, and have not:

- (a) entered into, amended or terminated any Material Contract;
- (b) made any capital expenditure(s) or entered into any commitment to make any capital expenditure, in each case that involve more than \$5,000 individually or \$10,000 in the aggregate;
- (c) changed its authorized or issued capital stock or other equity interests; declared or paid any dividend or made any distribution or payment in respect of its capital stock or other equity interests; split, combined or reclassified its capital stock or other equity interests;
- (d) amended any of its Organizational Documents;
- (e) paid any bonuses, or increased any salaries or other compensation, to any of its directors, officers or other employees other than such items that had been shown as accruals on the 2007 Financial Statements;
- (f) entered into or amended any employment, severance or similar Contract with any director, officer or other employee of the Company, or entered into any collective bargaining agreement;
- (g) made any loan or advance to any Person, other than the extension of trade credit in the Ordinary Course of Business and advances to officers and other employees in excess of \$500;
- (h) entered into any transaction that would be required to be disclosed under Section 3.17;
- (i) adopted, increased, accelerated or modified the schedule of payments or benefits under any Company Benefit Plan for or with any of the directors, officers or other employees of the Company, except in the Ordinary Course of Business;
- (j) sustained any material damage to or destruction or loss of any material property owned or used by the Company, whether or not covered by insurance, or waived or released any right of material value;
- (k) incurred any material Indebtedness or redeemed, retired or prepaid any Indebtedness for borrowed money, other than trade payables incurred in the Ordinary Course of Business and Funded Indebtedness being paid off at Closing, or guaranteed of the obligations of

another Person;

(l) outside the Ordinary Course of Business, sold, encumbered or otherwise transferred any tangible or intangible assets having a fair market value in excess of \$5,000 individually or \$10,000 in the aggregate;

(m) acquired or agreed to acquire by merging or consolidating with, or by way of any other business combination, or by purchasing or exchanging any material portion of the capital stock, other equity interests or assets of, or by any other manner, any other Person (other than Amerimex Communications Corp.);

(n) changed its accounting or Tax reporting principles, methods or policies or made or rescinded any election relating to Taxes or settled or compromised any claim relating to Taxes;

(o) commenced any Proceeding against any other Person or received written notice of the commencement of any Proceeding against the Company, in each case involving more than \$5,000 or settled or compromised any such Proceeding; or

(p) agreed to do any of the foregoing.

3.6 Contracts. Schedule 3.6 sets forth a list of all of the following Contracts to which the Company or a Subsidiary is a party (collectively, the “**Material Contracts**”):

(a) any Contract under which the Company or a Subsidiary: (i) sold or purchased products or services pursuant to which the aggregate of payments due to or from the Company or a Subsidiary in the one (1) year period ending on the date of this Agreement, was equal to or exceeded \$5,000; or (ii) anticipates selling or purchasing products or services during the one year period after the date of this Agreement in which the aggregate payments due to or from the Company or a Subsidiary are expected to equal or exceed \$5,000;

(b) any Contract for the employment of any executive or employee of the Company;

(c) any Contract under which the Company has agreed to indemnify any third Person with respect to, or to share, the Tax Liability of any third Person, other than Contracts with suppliers or customers in the ordinary course in which no payments on account of Tax Liabilities have been made or incurred or are reasonably expected to be made or incurred;

(d) any Contract involving a commitment of Company to make a capital expenditure or to purchase a capital asset involving more than \$5,000 individually or \$10,000 in the aggregate;

(e) any Contract that contains a covenant not to compete or any other agreement or obligation that materially limits or will materially limit the Company from engaging in any business;

(f) any lease or similar agreement pursuant to which: (i) the Company is the lessee of, or holds or uses, any machinery, equipment, vehicle or other tangible personal

property owned by any third Person for an annual rent in excess of \$5,000; (ii) the Company is the lessor of, or makes available for use by any third Person, any tangible personal property owned by it for an annual rent in excess of \$5,000; or (iii) the Company is the lessee of, or holds or uses, any real property owned by any third Person for an annual rent in excess of \$5,000;

(g) any Contract establishing a partnership or joint venture;

(h) any asset purchase agreements, stock purchase agreements, and other acquisition or divestiture agreements and similar Contracts, including any Contracts relating to the sale, lease or disposal of any material properties or assets of the Company, for consideration in excess of \$5,000;

(i) any Contract relating to Indebtedness in excess of \$5,000;

(j) any Contract related to a transaction that would be required to be disclosed pursuant to Section 3.17; and

(k) all commitments and agreements to enter into any of the foregoing.

Except as set forth in Schedule 3.6, all Material Contracts are the legally valid and binding obligations of the Company or a Subsidiary and, to the Knowledge of the Company, are legally valid and binding obligations of the other respective parties thereto, subject to the Equitable Exceptions, and are in full force and effect. Except as set forth in Schedule 3.6: (a) neither the Company nor any Subsidiary is in breach of, or default under, any Material Contract; and (b) to the Company's Knowledge, no other party to any Material Contract is in breach thereof or default thereunder. The Seller has made available to the Purchaser true and complete copies of the Material Contracts (including all amendments thereto). No party to any Contract shall be entitled to payments from the Company or any Subsidiary post-Closing for products or services provided to the Company or such Subsidiary pre-Closing, except to the extent reflected on the 2007 Financial Statements.

3.7 Litigation. Except as set forth on Schedule 3.7, there is no Proceeding pending or, to the Knowledge of the Company, threatened against the Company or any Subsidiary or any of their respective properties, assets or officers or directors (in their capacities as such) and, to the Knowledge of the Company, there are no existing facts or circumstances that would reasonably be expected to result in such a Proceeding in either case. Except as set forth on Schedule 3.7, neither the Company nor any Subsidiary is subject to any outstanding Order. The Company does not hold or possess any commercial tort claims as of the date hereof.

3.8 Taxes.

(a) All Tax Returns required to be filed by or on behalf of each of the Company and its Tax Affiliates have been duly and timely filed, and all such Tax Returns are true, complete and correct in all material respects. Seller has delivered to Purchaser copies of all income Tax Returns for all fiscal years ending on or after December 31, 2002. All Taxes payable by or on behalf of each of the Company and its Tax Affiliates have been fully and timely paid, or adequate provision therefore has been made on the 2007 Financial Statements and/or the Baseline Working Capital Statement. With respect to any period for which Tax Returns have not

yet been filed or for which Taxes are not yet due or owing, each of the Company and its Tax Affiliates has made due and sufficient accruals for such Taxes in the Financial Statements and its books and records. None of the Company or its Tax Affiliates is currently the beneficiary of any extension of time within which to file any Tax Return. Each of the Company and its Tax Affiliates have complied in all material respects with all applicable Laws relating to the payment and withholding of Taxes and has duly and timely withheld and paid over to the appropriate Governmental Entity all amounts required to be so withheld and paid under all applicable Laws. For purposes of this Section 3.3, the term "Tax Affiliate" means any Subsidiary and other member of the Company's consolidated, combined, unitary or similar group, if any.

(b) All deficiencies asserted or assessments made as a result of any examinations by any Governmental Entity of the Tax Returns of, or including, the Company and its Tax Affiliates have been fully paid, and there are no other audits or investigations by any Governmental Entity in progress, nor has the Seller, the Company or any Tax Affiliate received any notice from any Governmental Entity that it intends to conduct such an audit, examination or investigation.

(c) The Company has not constituted either a "distributing corporation" or a "controlled corporation" (within the meaning of Section 355(a)(1)(A) of the Code) in a distribution of stock qualifying for tax-free treatment under Section 355 of the Code and has not been a party to or entered into any "listed transactions" within the meaning of Treasury Regulation Section 1.6011-4(b) or any other "reportable transactions" as defined therein.

(d) The Company (and any predecessor of the Company) has been a validly electing S corporation within the meaning of Code Sections 1361 and 1362 at all times during its existence and the Company will be an S corporation up to and including the Closing Date.

(e) The Company shall not be liable for any Tax under Code Section 1374 in connection with the deemed sale of the Company's assets caused by the Section 338(h)(10) Election. The Company has not, in the past ten (10) years: (i) acquired assets from another Person in a transaction in which the Company's Tax basis for the acquired assets was determined, in whole or in part, by reference to the Tax basis of the acquired assets (or any other property) in the hands of the transferor; or (ii) acquired the stock of any Person that is a qualified subchapter S subsidiary.

3.9 Employee Benefit Plans.

(a) True and complete copies of all documents comprising Company Benefit Plans including all plan documents (including any amendments thereto), trusts, summary plan descriptions (including any summary of material modifications and other material employee communications), IRS determination letters, insurance policies and service agreements, as applicable, and the three most recent annual reports on IRS Form 5500, audited financial statements, actuarial reports and non-discrimination tests for each Company Benefit Plan, if applicable, have been made available to the Purchaser. All Company Benefit Plans are listed in Schedule 3.9(a).

(b) Except as set forth in Schedule 3.9(b), all Company Benefit Plans are valid and binding and in full force and effect and there are no material defaults thereunder. Each

Company Benefit Plan is now, and has always been maintained and administered in accordance with its terms and complies, in all material respects, with all applicable provisions of ERISA, the Code, and other applicable Law. Any "employee pension benefit plan" within the meaning of Section 3(2) of ERISA maintained by the Company which is intended to be qualified under Section 401(a) of the Code has, to the extent applicable, received a determination letter from the IRS evidencing such qualification, and no facts or circumstances exist that has, or would reasonably be expected to have, an adverse effect on the qualified status of any such Company Benefit Plan. The Company does not provide any retiree health and life benefits under any Company Benefit Plan, except for continuation coverage required under the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended. No Proceeding with respect to any Company Benefit Plan is pending or, to the Company's knowledge, threatened, and to the Knowledge of the Company, there is no basis for any such Proceeding, other than any Proceeding which would reasonably not be expected to have a Material Adverse Effect. The Company has not engaged in a "prohibited transaction" (as defined in Section 406 of ERISA or Section 4975 of the Code) or any other action or a failure to act with respect to any Company Benefit Plan that is reasonably likely to subject the Company, any Company Benefit Plan or any fiduciary thereof to a tax or penalty imposed by either Section 4975 or 4980B of the Code or Section 502(i), 502(c), 502(1) and 601 through 608 of ERISA.

(c) No Company Benefit Plan subject to Title IV of ERISA (including any "multiemployer plan" as defined in ERISA) has been sponsored or contributed to by the Company or any Person that would be treated as a single employer with the Company under Section 414(b), (c), (m) or (o) of the Code (each, an "**ERISA Affiliate**"), since the Company's inception.

(d) All contributions required to be made, and claims to be paid, under the terms of any Company Benefit Plan have been timely made or reserves therefor on the Financial Statements have been established, which reserves are adequate in all material respects. All reports and documents with respect to each Company Benefit Plan required by ERISA or other applicable Laws to be filed or distributed have been timely filed or distributed in all material respects.

(e) Except as set forth on Schedule 3.9(e), the transactions contemplated by this Agreement will not cause the acceleration of vesting in, or payment of, any benefits under any Company Benefit Plan and shall not otherwise accelerate or increase any liability under any Company Benefit Plan.

(f) The assets of any Company Benefit Plan maintained by the Company and any ERISA Affiliate for the benefit of the Company's and any ERISA Affiliate's employees do not include any stock or securities issued by the Company or any ERISA Affiliate.

3.10 Labor Matters.

(a) The Company is in material compliance with all Laws governing the employment of labor, including all such Laws relating to wages, hours, collective bargaining, discrimination, civil rights, safety and health, workers' compensation and the collection and payment of withholding and/or Social Security Taxes and similar Taxes.

(b) There is no collective bargaining or other labor union agreement to which the Company is a party or by which it is bound. The Company has not encountered any labor union organizing activity, or had any actual or to the Knowledge of the Company, threatened employee strikes, work stoppages, slowdowns or lockouts. There are no unfair labor practice charges, grievances or complaints pending or, to the Knowledge of the Company threatened, by or on behalf of any employee or group of employees of the Company. There are no complaints, charges, or claims against the Company pending, or to the Knowledge of the Company, threatened, to be brought or filed, with any Governmental Entity or arbitrator based on, arising out of, in connection with, or otherwise relating to the employment or termination of employment of any individual by the Company.

(c) The Company has not effectuated: (i) any "plant closing" (as defined in the WARN Act) affecting any site of employment or one or more facilities or operating units within any site of employment of the Company; or (ii) any "mass layoff" (as defined in the WARN Act) affecting any site of employment or facility of the Company.

3.11 Real Property and Tangible Assets.

(a) Neither the Company nor any Subsidiary owns any interest in any real property.

(b) Schedule 3.11(b) sets forth all real property leased by the Company (the "**Leased Real Property**"). Correct and complete copies of all leases for Leased Real Property have been made available by the Seller to the Purchaser. With respect to each Leased Real Property:

(i) the Company has good, valid and enforceable leasehold interests to the leasehold estate in the Leased Real Property granted to it pursuant to each pertinent lease, subject to the Equitable Exceptions;

(ii) each of the Contracts for the Leased Real Property has been duly authorized and executed by the Company and is in full force and effect; and

(iii) neither the Company nor, to the Knowledge of the Company, the other party thereto, is in default under any of the leases nor, to the Knowledge of the Company, has any event occurred which, with or without the giving of notice or the lapse of time, or both, would constitute a default by the Company or the other party thereto.

(c) The Seller has made available to the Purchaser prior to the execution of this Agreement true and complete copies of all leases (including any amendments and renewal letters). The Company has rights of ingress and egress with respect to the Leased Real Property sufficient to operate the Business as it is conducted on the date of this Agreement.

(d) The Company is in possession of and has good title to, or has valid leasehold interests in or valid rights under Contract to use, all tangible personal property used in or reasonably necessary for the conduct of the Business (the "**Company Tangible Property**"). All Company Tangible Property is free and clear of all Liens, other than Liens disclosed in Schedule 3.11(d), and is in good working order and condition, ordinary wear and tear excepted,

suitable for its current and contemplated use.

(e) Except as set forth on Schedule 3.11(e), the inventories of the Company and the Subsidiaries are in the physical possession of the Company or one of the Subsidiaries and none of such inventories are held on consignment. The fair market value of the inventories is at least equal to that reflected in the Financial Statements and in the Company's books of account. The inventories of the Company and the Subsidiaries are merchantable and saleable in the ordinary course of business as first-quality goods.

3.12 Intellectual Property. Schedule 3.12 sets forth a complete and correct list of: (i) all patented Intellectual Property of the Company or any Subsidiary and all pending patent applications owned or filed by the Company or any Subsidiary; (ii) all registered trademarks, service marks and domain names and material unregistered trademarks, service marks and trade names used by the Company or any Subsidiary; (iii) all registered and material unregistered copyrights and all registered and material unregistered computer software owned by the Company or any Subsidiary; (iv) all material license agreements in which the Company or any Subsidiary is a licensee of Intellectual Property; and (v) all material license agreements in which the Company or any Subsidiary is a licensor of Intellectual Property. The Company has made available to the Purchaser copies of all license agreements to which the Company or any Subsidiary is a party, either as licensor or licensee, with respect to any Intellectual Property necessary for the conduct of the Business, except for general software licenses not specific to the Business. The Company is in compliance with all terms and provisions of all such license agreements. The Company or one of its Subsidiaries has good title to or the right to use all Intellectual Property necessary for the conduct of the Business, as presently conducted, without the payment of any royalty or similar payment (other than payments set forth on the Financial Statements), and to the Company's Knowledge, neither the Company nor any Subsidiary has infringed, and is not presently infringing, on any Intellectual Property of any other Person, and, to the Company's Knowledge, no other Person has infringed or, is presently infringing, upon any Intellectual Property necessary for the conduct of the Business.

3.13 Environmental Matters. The Company and its Subsidiaries have at all times since their inception been, and presently are, in compliance in all material respects with all Environmental Laws. To the Company's Knowledge, neither the Company nor any Subsidiary has utilized, treated, stored, processed, discharged, spilled or otherwise disposed of any Hazardous Material at any real property or any other facility owned or leased by the Company or any Subsidiary in violation of applicable Environmental Law.

3.14 Insurance. Set forth on Schedule 3.14 is a complete and correct list, as of the date hereof, of all insurance policies maintained by the Company and the Subsidiaries. The Company has made available to the Purchaser correct and complete copies of all such insurance policies. As of the date of this Agreement, all such insurance policies are: (a) in full force and effect; and (b) sufficient for compliance by the Company and the Subsidiaries with all requirements of applicable Law and of all Material Contracts that require particular levels of insurance coverage.

3.15 Compliance with Laws; Permits.

(a) Except as set forth in Schedule 3.15, each of the Company and the

Subsidiaries has at all times since its inception been, and presently is being, operated in compliance in all material respects with all applicable Laws. Except as set forth in Schedule 3.15, no investigation, review or proceeding by any Governmental Entity with respect to the Company or any Subsidiary in relation to any alleged violation of Law is pending or, to the Knowledge of the Company, threatened, nor has any Governmental Entity indicated an intention to conduct the same. Neither the Company nor any Subsidiary is a party to any consent or similar agreement that materially restricts the conduct of the Business or which would otherwise reasonably be expected to have a Material Adverse Effect.

(b) The Company and its Subsidiaries have obtained all Permits necessary under applicable Law to conduct its Business (the “**Company Permits**”) and all of the Company Permits are valid and in full force and effect in all material respects. Except as set forth in Schedule 3.15, no defaults or violations exist or have been recorded in respect of any of the Company Permits. No proceeding is pending or, to the Knowledge of the Company, threatened, concerning the revocation, limitation or non-renewal of any Company Permit.

3.16 Certain Payments. Neither the Company, any Subsidiary nor any of their respective directors, officers, agents or employees (in their capacities as such) has: (a) made any unlawful payment to foreign or domestic government officials or employees or to foreign or domestic political parties or campaigns in violation of the Foreign Corrupt Practices Act of 1977, as amended; or (b) made any other unlawful payment, gift or contribution, in each case for the purpose of: (x) obtaining favorable treatment in securing business; (y) paying for favorable treatment for business secured; or (z) obtaining special concessions or for special concessions already obtained.

3.17 Related Transactions. Other than pursuant to employment agreements entered into in the Ordinary Course of Business (true and correct copies of which have been provided to the Purchaser) or as set forth on Schedule 3.17, neither the Company nor any Subsidiary is party to any direct or indirect business arrangement or relationship with any Affiliate, shareholder, director, officer or other employee of the Company (all of which business relationships and arrangements will be terminated prior to Closing (other than as expressly contemplated by Section 6.10)). Except as set forth on Schedule 3.17, no Affiliate, shareholder, director, officer or other employee of the Company or any Subsidiary personally owns, directly or indirectly, any material property or right (whether tangible or intangible) that is used in the Business. Other than obligations to pay compensation arising in the Ordinary Course of Business, there are no debts or other obligations owed by the Company or any Subsidiary to any Affiliate, shareholder, director, officer or other employee of the Company or any Subsidiary.

3.18 Books and Records. The minute books of the Company and the Subsidiaries contain complete and accurate records in all material respects of all meetings, actions without meetings and other corporate and company actions of its shareholders, and Board of Directors and any committees thereof. The stock ledgers of the Company and the Subsidiaries are complete and reflects all issuances, transfers, repurchases and cancellations of shares of such Person's capital stock.

3.19 Bank Accounts. Schedule 3.19 sets forth the names and locations of all banks, trust companies, savings and loan associations and other financial institutions at which the Company or any Subsidiary maintains accounts of any nature, the account numbers of all such

accounts and the names of all persons authorized to draw thereon or make withdrawals therefrom.

3.20 Powers of Attorney; Guarantees. With the exception of a standard power of attorney held by the Company's independent certified public accounting firm with respect to dealings with Taxing authorities, no Person holds a power of attorney to act on behalf of the Company or any Subsidiary. Neither the Company nor any Subsidiary has any obligation to act under any outstanding power of attorney or any obligation or liability, either accrued, accruing or contingent, as guarantor, surety, co-signor, endorser (other than for purposes of collection in the Ordinary Course of Business), co-maker or indemnitor in respect of the obligation of any Person.

3.21 Material Suppliers; Material Distributors; Customer Base.

(a) Schedule 3.21(a) lists the twenty (20) largest suppliers of the Company (including any incumbent local exchange carriers), on the basis of cost of goods or services purchased for the most recently-completed fiscal year (the "**Material Suppliers**"). Except as set forth on Schedule 3.21(a), no Material Supplier has ceased or materially reduced its sales or provision of services to the Company and the Subsidiaries since August 31, 2007, or to the Knowledge of the Company, has threatened to cease or materially reduce such sales or provision of services after the date hereof. The Company and its Subsidiaries have not received notice that any Material Supplier is threatened with any bankruptcy or insolvency Proceeding. There are no unfulfilled minimum revenue commitments or unsatisfied minimum commitment periods under any Contract with any Material Supplier.

(b) Schedule 3.21(b) lists the twenty (20) largest distributors of the Company, on the basis of the dollar value of prepaid telecommunications and financial products of the Business purchased therefrom for the most recently-completed fiscal year (the "**Material Distributors**"). Except as set forth on Schedule 3.21(b), no Material Distributor has ceased or materially reduced its provision of services on behalf of the Company and the Subsidiaries since December 31, 2006, or to the Knowledge of the Company, has threatened to cease or materially reduce such provision of services after the date hereof. The Company and its Subsidiaries have not received notice that any Material Distributor is threatened with any bankruptcy or insolvency Proceeding. There are no unfulfilled minimum revenue commitments or unsatisfied minimum commitment periods under any Contract with any Material Distributor.

(c) On or contemporaneously with the execution of this Agreement, Seller has delivered to Purchaser, in electronic format, complete and accurate information relating to its customers with respect to billing and/or service location, historical monthly billing averages and usage data for each such customer as of and through such date.

3.22 Accounts Receivable and Payable. Since December 31, 2007, neither the Company nor any Subsidiary has modified in any material respect any of its accounts receivable collection or accounts payable payment policies or practices and has not offered or received any discounts or credits inconsistent with the past practices of such Person. Subject to the allowances for doubtful accounts set forth on the Financial Statement and consistent with the Company's and the Subsidiaries' historic reserve practices, all accounts receivable as set forth on the Financial Statement or arising since the date thereof have arisen only in the Ordinary Course of Business for goods actually sold and delivered or services actually or to be performed, are not (except as

otherwise reserved for in the Financial Statements) subject to any set-offs or counterclaim and, unless collected prior to the date hereof, are due and payable in accordance with the terms of the Contract under which they arose. Accounts receivable subject to the allowance for active accounts receivable, allowance for short-pays and allowance for disputed accounts receivable (collectively, the “**Allowances**”) are collectible in the Ordinary Course of Business and the Allowances have been adequately established under historical practices to cover the Company’s exposures for bad debts and other sales adjustments. None of the Company’s accounts payable as of the date hereof is more than sixty (60) days past due.

3.23 Specifically Designated Individuals. Neither Seller, the Company nor any of their Affiliates is a country, individual or entity named on the Specifically Designated National and Blocked Persons (SDN) list issued by the Office of Foreign Asset Control of the Department of the Treasury of the United States.

3.24 Small Business Concern. Seller, together with its “affiliates” (as such term is defined in Title 13, Code of Federal Regulations, §121.103), is a “small business concern” within the meaning of the Small Business Investment Act of 1958 (as amended together with the regulations promulgated thereunder, the “**Small Business Act**”). Seller does not engage in any activities for which a Small Business Investment Company (as defined in the Small Business Act) is prohibited from providing funds by the Small Business Act and the regulations thereunder including Title 13, Code of Federal Regulations, §107.720.

3.25 Disclosure. None of the representations or warranties made by the Seller in this Article III contains, or will contain at the Closing, any untrue statement of material fact or omits, or will omit at the Closing, to state any material fact necessary in order to make the statements contained herein, in light of the circumstances under which they were made, not misleading.

ARTICLE IV: REPRESENTATIONS AND WARRANTIES OF THE SELLER

The Seller hereby represents and warrants to the Purchaser as of the date hereof and again as of the Closing Date, as follows:

4.1 Authority; Enforceability.

(a) The Seller has all requisite capacity to execute and deliver this Agreement and each other Transaction Documents, and to consummate the transactions contemplated hereby and thereby. The execution, delivery and performance of this Agreement and each of the other Transaction Documents, and the consummation of the transactions contemplated hereby and thereby, have been duly authorized and approved by all required action on the part of the Seller.

(b) This Agreement has been, and each of the other Transaction Documents will be at or prior to the Closing, duly and validly executed and delivered by Seller and (assuming due authorization, execution and delivery by Purchaser (if required)) this Agreement constitutes, and each of the other Transaction Documents when so executed and delivered will constitute, legal, valid and binding obligations of the Seller, enforceable against Seller in accordance with its terms, except for the Equitable Exceptions.

4.2 Title to Shares. The Seller is the record, beneficial and lawful record owner of the Shares and has good, valid and marketable title to the Shares, free and clear of any and all Liens. There are no Contracts between the Seller and any other Person with respect to the acquisition, disposition or voting of, or any other matters pertaining to, any of the Shares or any other equity interests of the Company. Seller has the power, capacity and authority to sell, transfer, assign, exchange and deliver the Shares, as provided in this Agreement, and such delivery will convey to Purchaser good and marketable title to such Shares free and clear of any and all Liens and restrictions other than restrictions of general applicability imposed by federal or state securities Laws.

4.3 Brokers. No broker, finder, investment banker or other Person is entitled to any brokerage, finder's or other fee or commission in connection with the transactions contemplated by this Agreement.

**ARTICLE V:
REPRESENTATIONS AND WARRANTIES OF THE PURCHASER**

The Purchaser hereby represents and warrants to the Seller as of the date hereof and again as of the Closing Date, as follows:

5.1 Existence; Good Standing; Authority; Enforceability.

(a) The Purchaser is a corporation duly incorporated, validly existing and in good standing under the laws of the State of Georgia and has all requisite power and authority to own and operate its properties and to conduct its business as now conducted. The Purchaser is duly licensed or qualified to do business as a foreign corporation and is in good standing under the laws of each other jurisdiction under which such licensing or qualification is necessary, except where the failure to be so licensed or qualified or to be in good standing would not reasonably be expected to have a material adverse effect upon on the ability of the Purchaser to perform its obligations under this Agreement and each other Transaction Document to which it is a party.

(b) The Purchaser has the requisite corporate power and authority to execute and deliver this Agreement and the other Transaction Documents to which it is a party, to perform its obligations hereunder and thereunder and to consummate the transactions contemplated hereby and thereby. The execution and delivery of this Agreement and the other Transaction Documents to which it is a party, the performance by the Purchaser of its obligations hereunder and thereunder, and the consummation of the transactions contemplated hereby and thereby have been duly authorized by all requisite corporate action on the part of the Purchaser, and no other corporate authorization or proceedings on the part of the Purchaser are required therefor.

(c) This Agreement has been, and each of the other Transaction Documents will be at or prior to the Closing, duly and validly executed and delivered by the Purchaser or, following the Closing, the Company as a Subsidiary of the Purchaser and (assuming due authorization, execution and delivery by the Seller) this Agreement constitutes, and each of the other Transaction Documents to which Purchaser is a party when so executed and delivered will

constitute, legal, valid and binding obligations of the Purchaser, enforceable against the Purchaser in accordance with its terms, except for the Equitable Exceptions.

5.2 No Conflict. Neither the execution, delivery or performance by the Purchaser of this Agreement and the other Transaction Documents to which the Purchaser is a party, nor the consummation by the Purchaser of the transactions contemplated by hereunder or thereunder, will violate, conflict with, breach or constitute a default under (in each case, with or without the giving of notice, the lapse of time or both), any of the provisions of: (a) any of the Organizational Documents of the Purchaser; (b) any material Contract to which the Purchaser is a party, or by which the Purchaser or any of its properties is bound; or (c) any Law applicable to the Purchaser or any of its properties.

5.3 Brokers. No broker, finder, investment banker or other Person is entitled to any brokerage, finder's or other fee or commission in connection with the transactions contemplated by this Agreement.

5.4 Disclosure. None of the representations or warranties made by the Purchaser in this Agreement contains, or will contain at the Closing, any untrue statement of material fact or omits, or will omit at the Closing, to state any material fact necessary in order to make the statements contained herein, in light of the circumstances under which they were made, not misleading.

ARTICLE VI: COVENANTS

6.1 Affirmative Covenants. From the date of this Agreement until the Closing Date or the earlier termination of this Agreement (the "**Pre-Closing Period**"), the Seller shall cause the Company and the Subsidiaries to conduct the Business in the Ordinary Course of Business, except as otherwise expressly contemplated by this Agreement, and to use commercially reasonable efforts to preserve substantially intact the Business and all of its assets and properties, keep available the services of its current officers and significant employees, and maintain in all material respects its current relations and goodwill with vendors, customers, suppliers and other Persons having business relationships with the Company. During the Pre-Closing Period, Seller shall cause the Company to terminate its contractual relationship with Sanine, Inc.

6.2 Negative Covenants Concerning the Company. During the Pre-Closing Period, without the prior written consent of the Purchaser (not to be unreasonably withheld or delayed), except: (i) as otherwise expressly contemplated by this Agreement; or (ii) as set forth on Schedule 6.2, the Seller agrees to cause the Company and the Subsidiaries to not:

- (a) enter into, amend or terminate any Material Contract or any Contract which, upon execution, would be a Material Contract;
- (b) amend or terminate any Contract with a Material Supplier or Material Customer;
- (c) make capital expenditures greater than \$25,000 in the aggregate or enter into any commitment therefor;

(d) change its authorized or issued capital stock or other equity interests; issue or grant any debt security, warrant, option, right to purchase or similar right regarding its capital stock or other equity interests; purchase, redeem, retire or otherwise acquire any of its capital stock or other equity interests; declare or pay any dividend or make any distribution or payment in respect of its capital stock or other equity interests; split, combine or reclassify its capital stock or other equity interests;

(e) amend any of its Organizational Documents;

(f) pay any bonuses, or increased any salaries or other compensation, to any of its directors, officers or other employees, in each case: (i) outside the ordinary course of business consistent with past practices; and (ii) not commensurate with the duties and responsibilities of such individual;

(g) enter into or amend any employment, severance or similar Contract with any director, officer, consultant, agent or employee of the Company or any Subsidiary, or enter into any collective bargaining agreement;

(h) make any loan or advance to any Person, other than the extension of trade credit in the Ordinary Course of Business and advances to officers and other employees not in excess of \$500 in the Ordinary Course of Business;

(i) enter into any transaction that would be required to be disclosed under Section 3.17;

(j) adopt, increase, accelerate or modify the schedule of payments or benefits under any Company Benefit Plan for or with any of the directors, officers, consultants, agents or employees of the Company, except in the Ordinary Course of Business;

(k) incur any Indebtedness or redeem or prepay in advance of maturity any Indebtedness, other than trade payables incurred in the Ordinary Course of Business, or guarantee the obligations of another Person or create or cause any Lien to be placed on the Company, its assets or the Business;

(l) sell, encumber or otherwise transfer any tangible or intangible assets having a fair market value in excess of \$5,000 individually or \$10,000 in the aggregate;

(m) acquire or agree to acquire by merging or consolidating with, or by way of any other business combination, or by purchasing or exchanging any of the capital stock, other equity interests or assets of, or by any other manner, any other Person;

(n) except to the extent required by applicable Law, permit any material change in (A) any pricing, investment, accounting, financial reporting, inventory, credit, allowance or Tax practice or policy of the Company, or (B) any method of calculating any bad debt, contingency or other reserve of the Company for accounting, financial reporting or Tax purposes and (iii) permit any change in the fiscal year of the Company;

(o) commence any Proceeding against any other Person involving more than

\$5,000, or settle or compromise any such Proceeding; or

(p) commit to do any of the foregoing.

6.3 Negative Covenant Concerning the Seller. During the Pre-Closing Period, the Seller agrees to not transfer any of its Shares or subject such Shares to any Liens.

6.4 Access to Information. During the Pre-Closing Period the Seller will, and will cause the Company to: (a) provide the Purchaser and its officers, directors, employees, agents, counsel, accountants, financial advisors, consultants and other representatives with full access, upon reasonable prior notice and during normal business hours, to all officers, employees, agents and accountants of the Company and their assets and properties and books and records; and (b) furnish the Purchaser and such other Persons with all such information and data (including copies of Contracts, Company Benefit Plans and other books and records) concerning the business and operations of the Company as the Purchaser or any of such other Persons reasonably may request in connection with such investigation. Following the Closing, Purchaser shall provide reasonable access to the Seller and its accountants, counsel, financial advisors, and other representatives to the Tax, financial statements, financial and accounting books and records, financial and Tax reports and returns, in connection with any Seller Tax Returns, Tax audits or proceedings and any matters relating to Taxes, any pre-Closing obligations of Seller and any claims or matters arising under Article IX

6.5 Regulatory and Other Authorizations. During the Pre-Closing Period, the Purchaser shall, and the Seller shall (and shall cause the Company and the Subsidiaries to), in good faith and in a timely manner, use their respective commercially reasonable efforts to: (a) take or cause to be taken all appropriate action, do or cause to be done all things necessary, proper or advisable, and execute and deliver such documents, as may be required to carry out the provisions of this Agreement and consummate and make effective the transactions contemplated by this Agreement; and (b) cause the Closing conditions contained in Article VIII applicable to such Person to be satisfied. Without limiting the generality of the foregoing, the Purchaser shall, and the Seller shall (and shall cause the Company and the Subsidiaries to), in good faith and in a timely manner, use their respective commercially reasonable efforts to cause all Required Consents to be obtained on or prior to the Closing Date. The Parties will not take, or fail to take, any action that will have the effect of delaying, impairing or impeding the Required Consents from being obtained on or prior to the Closing Date.

6.6 Press Releases. During the Pre-Closing Period, the Parties will, and will cause each of their Affiliates to, maintain this Agreement in confidence, keeping the existence hereof and all terms confidential, and will not, and will cause each of their Affiliates not to, issue or cause the publication of any press release or other public announcement with respect to this Agreement or the transactions contemplated by this Agreement without the prior consent of the Seller and the Purchaser, except as otherwise required to comply with applicable Law.

6.7 No Solicitation. During the Pre-Closing Period, the Seller shall, and shall cause the Company, the Subsidiaries, and each of their respective Affiliates, directors, officers, partners, shareholders, managers, trustees, employees, agents and advisors (collectively, the "Seller Representatives") to, deal exclusively with the Purchaser and its designated Affiliates and representatives regarding any and all acquisitions of and investments in the Company and the

Subsidiaries, whether by way of merger, consolidation or other business combination with any other Person, purchase or exchange of capital stock or other equity interests, purchase of assets or otherwise (an “**Alternative Transaction**”) and, without the prior consent of the Purchaser, the Seller shall not, and shall cause the Company, the Subsidiaries and the Seller Representatives to not:

- (a) solicit, initiate or otherwise engage in any negotiations, discussions or other communications with any other Person relating to any Alternative Transaction;
- (b) provide information or documentation to any other Person with respect to the Company or any of its businesses or assets in respect of any Alternative Transaction; or
- (c) enter into any Contract or understanding with any other Person in respect of any Alternative Transaction.

If the Seller, the Company, the Subsidiaries or any of the Seller Representatives receive an unsolicited inquiry, offer or proposal relating to an Alternative Transaction, the Seller shall immediately notify the Purchaser thereof, including information as to the contents and terms of such inquiry, offer or proposal and the identity of the Person making such inquiry, offer or proposal.

6.8 Notification. During the Pre-Closing Period, the Seller will promptly notify the Purchaser in writing if any Seller becomes aware of any fact or condition that causes or constitutes a breach in any material respect of any of the Seller’s representations and warranties contained in this Agreement, or if the Seller becomes aware of the occurrence during the Pre-Closing Period of any fact or condition that would (except as expressly contemplated by this Agreement) cause or constitute a breach of any such representation or warranty in any material respect had such representation or warranty been made as of the time of occurrence or discovery of such fact or condition. No notice given pursuant to this Section 6.8 shall have any effect on the representations, warranties, covenants or agreements contained in this Agreement for purposes of determining satisfaction of any condition contained herein or shall in any way limit the Purchaser’s right to seek indemnity under Article IX.

6.9 Further Action. From and after the Closing, the Purchaser and the Seller shall use their respective good faith commercially reasonable efforts to, at such party’s own expense, take or cause to be taken all appropriate action, do or cause to be done all things necessary, proper or advisable, and execute and deliver such documents and other papers, as may be required to carry out the provisions of this Agreement and consummate and make effective the transactions contemplated by this Agreement.

6.10 Lease Amendment. Purchaser acknowledges that the Company leases its office space from Seller’s Affiliate (the “**Office Space Lease**”). Prior to Closing, Seller shall cause the Office Space Lease to be amended and restated in the form attached hereto as Exhibit H.

6.11 Return of Credits. Purchaser agrees that any amounts received in respect of the credits set forth on Exhibit I hereto shall be for the sole benefit of Seller. Upon Company’s receipt of amounts with respect to such credits, Seller and Purchaser shall cause Company promptly to remit such amounts to Seller. Such amounts shall not be included in the Company’s

Working Capital, nor shall any such amounts be included in Revenue for purposes of Section 2.3.

**ARTICLE VII:
TAX MATTERS**

7.1 Section 338(h)(10) Election.

(a) The Company and the Seller shall join with the Purchaser in making an election under Code Section 338(h)(10) (and any corresponding election under state, local, and foreign tax law) with respect to the purchase and sale of the Shares hereunder (collectively, a "**Section 338(h)(10) Election**"). The Seller shall include any income, gain, loss, deduction, or other Tax item resulting from the Section 338(h)(10) Election on its Tax Returns to the extent required by applicable Law. The Seller shall also pay any Tax imposed on the Company attributable to the making of the Section 338(h)(10) Election, including: (i) any Tax imposed under Code Section 1374; or (ii) any state, local or foreign Tax imposed on the Company with respect to its gain attributable to the making of the Section 338(h)(10) election, and the Seller shall indemnify the Company and the Purchaser against any Liabilities arising out of any failure to pay any such Taxes.

(b) The Purchaser and the Seller agree (and shall cause the Company to agree) that the Purchase Price and the Liabilities of the Company (plus other relevant items) will be allocated to the assets of the Company for all purposes (including Tax and financial accounting) in a manner consistent with the fair market values set forth in the allocation schedule attached hereto as Schedule 7.1. The Purchaser and the Seller shall, and shall cause the Company to, file all Tax Returns (including amended returns and claims for refund) and information reports in a manner consistent with such values.

(c) During the Pre-Closing Period, the Seller shall not, nor permit the Company to, revoke the Company's election to be taxed as an S corporation within the meaning of Code Sections 1361 and 1362. During the Pre-Closing Period, the Seller shall not, nor permit the Company to, take or allow any action that would result in the termination of Target's status as a validly electing S corporation within the meaning of Code Sections 1361 and 1362.

(d) The Seller shall prepare or cause to be prepared and file or cause to be filed all Tax Returns for the Company and its Subsidiaries for all periods ending on or prior to the Closing Date that are filed after the Closing Date. The Seller shall permit the Purchaser to review and comment on such Tax Returns prior to filing. To the extent permitted by applicable Law, the Seller shall include any income, gain, loss, deduction or other tax items for such periods on their tax returns in a manner consistent with the Company's and the Subsidiaries historical practice.

(e) The Purchaser shall prepare or cause to be prepared and file or cause to be filed all Tax Returns for the Company and the Subsidiaries for all periods beginning before and ending after the Closing Date. The Purchaser shall permit the Seller to review and comment on each such Tax Return described in the preceding sentence prior to filing.

7.2 Cooperation Regarding Tax Matters.

(a) The Purchaser and the Seller shall, and shall cause the Company to, cooperate fully, as and to the extent reasonably requested by any of them, in connection with the filing of Tax Returns pursuant to this Article VII and any audit or Proceeding with respect to Taxes. Such cooperation shall include retaining and, upon the reasonable request of either party, providing records and information that are reasonably relevant to any such filing or any audit or Proceeding relating thereto and making employees, agents, officers and directors, including those responsible for preparing, maintaining and interpreting information and documents relevant to Taxes or reasonably required as witnesses or for purposes of providing information or documents in connection with any such Proceeding, available on a mutually convenient basis. The Purchaser and the Seller shall, and shall cause the Company to: (i) retain all books and records with respect to Tax matters pertinent to the Company relating to any taxable period beginning before the Closing Date until expiration of the statute of limitations (and, to the extent notified by the Purchaser or the Seller, any extensions thereof) of the respective taxable periods, and to abide by all record retention agreements entered into with any taxing authority; and (ii) to give the other party reasonable written notice prior to transferring, destroying or discarding any such books and records and, if the other party so requests, the Purchaser or the Seller, as the case may be, shall allow the other party to take possession of such books and records.

(b) The Purchaser and the Seller shall, upon the reasonable request of either of them, use their respective commercially reasonable efforts to obtain any certificate or other document from any Tax Authority or any other Person as may be necessary to mitigate, reduce or eliminate any Tax that could reasonably be expected to be imposed, including with respect to the transactions contemplated by this Agreement.

7.3 Tax Sharing Agreements. The Seller shall terminate, effective as of the Closing Date, all Tax sharing, Tax allocation, Tax reimbursement or similar agreements or arrangements with respect to or involving the Company and cause rights or obligations under such agreement or arrangement to be no longer enforceable, and, after the Closing, the Company shall not be bound thereby or have any Liability thereunder.

7.4 Refunds. Any Income Tax refund that the Company or the Purchaser receives after the Closing Date that relates to a period ending on or prior to the Closing Date shall be for the benefit of the Seller, and the Purchaser shall pay or cause the Company to pay the amount of such refund to the Seller within fifteen (15) days after receipt thereof by the Company. Notwithstanding the foregoing, the Seller shall not be entitled to any refund to the extent it results from the carryback of losses or other items from a Post-Closing Tax Period to a Pre-Closing Tax Period.

7.5 Certain Taxes. All transfer, documentary, sales, use, stamp, registration and other such Taxes and fees (including any penalties and interest) incurred in connection with this Agreement shall be paid 50% by the Seller and 50% by the Purchaser, in each case when due, and the Seller shall, at its sole expense, file all necessary Tax Returns and other documentation with respect to all such transfer, documentary, sales, use, stamp, registration and other Taxes and fees, and, if required by applicable Law, the Purchaser shall, and shall cause its affiliates to, join in the execution of any such Tax Returns and other documentation.

**ARTICLE VIII:
CONDITIONS TO CLOSING**

8.1 Conditions to Obligation of the Seller. The obligation of the Seller to consummate the Closing shall be subject to the satisfaction (or waiver by the Seller), at or prior to the Closing, of each of the following conditions:

(a) each of the representations and warranties of the Purchaser contained in this Agreement shall be true and correct in all material respects (except for such representations and warranties that are qualified by their terms as to materiality, which representations and warranties as so qualified shall be true and correct in all respects) as of the Closing Date;

(b) each of the covenants and agreements contained in this Agreement to be performed by the Purchaser at or before the Closing shall have been performed in all material respects by the Purchaser at or before the Closing ;

(c) no Law or Order shall have been enacted, issued, promulgated, enforced or entered by any Governmental Entity that prohibits the consummation of the transactions contemplated by this Agreement;

(d) the Required Consents shall have been obtained;

(e) the Purchaser shall have complied with Section 2.6(b); and

(f) the Interim Working Capital shall have been determined in accordance with Section 2.2.

8.2 Conditions to Obligation of the Purchaser. The obligation of the Purchaser to consummate the Closing shall be subject to the satisfaction (or waiver by the Purchaser), at or prior to the Closing, of each of the following conditions:

(a) each of the representations and warranties of the Seller contained in this Agreement shall be true and correct in all material respects (except for such representations and warranties that are qualified by their terms as to materiality, which representations and warranties as so qualified shall be true and correct in all respects) as of the Closing Date;

(b) each of the covenants and agreements contained in this Agreement to be performed by the Seller at or before the Closing shall have been performed in all material respects by the Seller at or before the Closing;

(c) no Law or Order shall have been enacted, issued, promulgated, enforced or entered by any Governmental Entity that prohibits the consummation of the transactions contemplated by this Agreement;

(d) the Required Consents shall have been obtained;

(e) there shall not have occurred any Material Adverse Effect since the date of this Agreement;

(f) the Purchaser shall have received evidence reasonably satisfactory to the Purchaser of payment in full of all Transaction Fees and all Funded Indebtedness of the Company, and release of all Liens on the Company, the Company's assets, the Business and the Shares as of the Closing Date;

(g) the Seller shall have complied with Section 2.6(a);

(h) the Purchaser shall have received an opinion from Burr & Forman LLP, counsel to Seller, in form and substance acceptable to Purchaser and its counsel;

(i) the Purchaser shall have received financing, satisfactory to the Purchaser in its sole discretion, in an amount necessary to consummate the transactions contemplated hereby;

(j) no Proceeding shall be pending or threatened before any Governmental Entity wherein a judgment or ruling would be reasonably likely to prohibit the consummation of the transactions contemplated by this Agreement, declare unlawful the transactions contemplated by this Agreement, cause such transactions to be rescinded or materially and adversely affect the right of the Company or the Subsidiaries to own or operate the Business;

(k) the Purchaser shall have received unaudited, consolidated statements of shareholders' equity and cash flows for the Company and the Subsidiaries for the years ended December 31, 2007 and December 31, 2006;

(l) the Purchaser shall have received evidence that the contractual relationship between the Company and Sanine, Inc. has been terminated; and

(m) the Interim Working Capital shall have been determined in accordance with Section 2.2.

ARTICLE IX: INDEMNIFICATION

9.1 Survival of Representations and Warranties; Indemnification Obligations.

(a) Subject to the limitations and other provisions of this Agreement, the representations and warranties of the Parties contained herein, as the case may be, shall survive the Closing and shall remain in full force and effect until, and shall terminate on, the fourteen (14) month anniversary of the Closing Date, except that: (i) the representations and warranties set forth in Section 3.8 (Taxes) shall survive the Closing until expiration of the applicable statute of limitations for the matters described in such representations and warranties; and (ii) the representations and warranties set forth in Section 3.1 (Existence; Good Standing), Section 3.2 (Capitalization; Subsidiaries), Section 4.1 (Authority; Enforceability), Section 4.2 (Title to Shares) and Section 5.1 (Existence; Good Standing; Authority; Enforceability) (collectively, the representations and warranties described in clauses (i) and (ii) are referred to as the "**Fundamental Representations**") shall survive the Closing indefinitely. With respect to indemnification claims hereunder relating to each representation and warranty, the termination date of such representation and warranty provided for above in this Section 9.1(a) is referred to as

its “**Indemnification Cut-Off Date**”. No party shall have any obligation under this Article IX with respect to any representations and warranties following the applicable Indemnification Cut-Off Date; *provided, however*, that if a Notice of Claim pursuant to Section 9.2 has been provided prior to the applicable Indemnification Cut-Off Date by a Purchaser Indemnified Party or Seller Indemnified Party (as applicable), then the relevant representations and warranties shall survive, as to the claim(s) set forth in such Notice of Claim, whether a Third Party Claim or otherwise and any other claim(s) reasonably related thereto, until all of such claim(s) have been finally resolved

(b) Subject to the other provisions of this Article IX, the Seller shall indemnify and hold harmless the Purchaser and each of its Affiliates (which, following the Closing, shall include the Company and the Subsidiaries) and its and their respective directors, officers, employees, stockholders, partners, members, managers, agents and representatives (each, a “**Purchaser Indemnified Party**”) from and against, and pay to the Purchaser Indemnified Parties, any and all Losses, whether or not involving a Third Party Claim, actually incurred (and as incurred) by such Purchaser Indemnified Party arising out of: (i) any breach of, or inaccuracy in, any representation and warranty concerning the Company or the Seller contained in Article III or Article IV, (ii) any breach of any covenant or agreement of the Seller or the Company contained in any Transaction Document, or (iii) any Taxes imposed, or threatened to be imposed, on the Company or any Subsidiary by any Governmental Entity with respect to: (A) any taxable year or period ending on or before the Closing Date; or (B) any taxable year or period beginning before and ending after the Closing Date, for the portions of such taxable year or period ending on or prior to the Closing Date. For the avoidance of doubt, the indemnification rights under this Section 9.1(b) shall be in addition to the indemnification rights relating to the Seller’s representations and warranties set forth in Section 3.8 (Taxes).

(c) Subject to the other provisions of this Article IX, from and after the Closing, the Purchaser shall indemnify the Seller and his agents and representatives (each, a “**Seller Indemnified Party**”) for any Losses, whether or not involving a Third Party Claim, actually incurred (and as incurred) by the Seller Indemnified Party arising out of: (i) any breach of the Purchaser’s representations and warranties set forth in Article V of this Agreement; and (ii) any breach of any covenant or agreement of the Purchaser contained in any Transaction Document.

9.2 Indemnification Claim Procedures.

(a) Promptly after obtaining actual knowledge of any matter that a Purchaser Indemnified Party or Seller Indemnified Party, as applicable (the “**Indemnified Party**”), acting in good faith, reasonable believes will entitle the Indemnified Party to indemnification from the other party (the “**Indemnifying Party**”) under Section 9.1(b) or Section 9.1(c), as applicable, the Indemnified Party shall promptly provide to Indemnifying Party notice describing the matter in reasonable detail, including the nature of the Claim, the basis for the indemnification obligation and the Losses resulting therefrom (a “**Notice of Claim**”); provided that the failure to so notify the Indemnifying Party promptly shall not relieve the Indemnifying Party of such Indemnifying Party’s Liabilities hereunder except to the extent such failure shall have actually and materially prejudiced the Indemnifying Party. To the extent that any such matter relates to a Claim or Proceeding by a third party that is not an Affiliate of the Seller or the Purchaser (as applicable), such Claim or Proceeding is referred to herein as a “**Third Party Claim**,” which is governed by Section 9.3.

(b) For Claims for indemnification under this Article IX other than those relating to Third Party Claims, the Indemnifying Party shall have fifteen (15) days after its receipt of the Notice of Claim to respond to the claim(s) described therein. Such response shall set forth, in reasonable detail, the Indemnifying Party's objection(s) to the Claim(s) and its bases for such objection(s). If the Indemnifying Party fails to provide such a response with such time period, the Indemnifying Party will be deemed to have conceded the claim(s) set forth in the Notice of Claim. If the Indemnifying Party provides its response within such time period, the Indemnified Party and the Indemnifying Party shall negotiate the resolution of the Claim(s) for a period of not less than twenty (20) Business Days after such response is provided. If the Indemnifying Party and the Indemnified Party are unable to resolve any such claim(s) within such time period, the Indemnified Party shall be entitled to pursue any legal remedies available to the Indemnified Party against the Indemnifying Party with respect solely to the unresolved Claim(s), subject to the provisions of this Article IX. The Indemnifying Party shall pay any amounts determined to be owed to the Indemnified Party in accordance with this Article IX in cash as soon as reasonably practicable after any such determination.

9.3 Third Party Claims.

(a) If any Third Party Claim would entitle the Indemnified Party to indemnity pursuant to this Article IX, the Indemnifying Party shall be entitled to participate in the defense of such action, lawsuit, proceeding, investigation or other claim giving rise to the Indemnified Party's claim for indemnification at the Indemnifying Party's expense, and at the Indemnifying Party's option (subject to the limitations set forth below) shall be entitled to express its desire to control the defense and thereby appoint lead counsel of such defense with a reputable counsel reasonably acceptable to the Indemnified Party; provided that as a condition precedent to the Indemnifying Party's right to assume control of such defense, it must first enter into an agreement with the Indemnified Party (in form and substance reasonably satisfactory to the Indemnified Party) pursuant to which the Indemnifying Party agrees to be fully responsible (with no reservation of rights) for all Losses relating to such Third Party Claims and that it will provide full indemnification to the Indemnified Party for all Losses relating to such Third Party Claim (subject to any limitations set forth in this Agreement).

(b) Notwithstanding any provision herein to the contrary, the Indemnifying Party shall not have the right to assume control of such defense and shall pay the reasonable fees and expenses of counsel retained by the Indemnified Party, if the Third Party Claim which the Indemnifying Party seeks to assume control (i) seeks non monetary relief, (ii) involves criminal or quasi criminal allegations, (iii) involves a claim to which the Indemnified Party reasonably believes an adverse determination would be detrimental to or injure the Indemnified Party's reputation or future business prospects in any material respect, or (iv) involves a claim which, upon petition by the Indemnified Party, the appropriate court rules that the Indemnifying Party failed or is failing to vigorously prosecute or defend.

(c) If the Indemnifying Party is permitted to assume the defense of a Third Party Claim, it shall thereafter promptly inform the Indemnified Party of all material developments related thereto. If the Indemnifying Party is permitted to assume and control the defense and elects to do so, the Indemnified Party shall have the right to employ counsel separate from counsel employed by the Indemnifying Party in any such action and to participate in the defense thereof, but the fees and expenses of such counsel employed by the Indemnified

Party shall be at the expense of the Indemnified Party unless (i) the employment thereof has been specifically authorized by the Indemnifying Party in writing, or (ii) the Indemnifying Party has been advised by counsel that a reasonable likelihood exists of a substantial conflict of interest between the Indemnifying Party and the Indemnified Party.

(d) If the Indemnifying Party shall control the defense of any such Third Party Claim, (i) the Indemnified Party shall reasonably cooperate with the Indemnifying Party in the defense thereof, including making available to the Indemnifying Party all witnesses, records, materials and information in the Indemnified Party's possession, under its control or to which it may have access as may be reasonably required by the Indemnifying Party, and (ii) the Indemnifying Party shall obtain the prior written consent of the Indemnified Party (which shall not be unreasonably withheld, delayed or conditioned) before entering into any settlement of a Third Party Claim or ceasing to defend such Third Party Claim, if pursuant to or as a result of such settlement or cessation, injunction or other equitable relief will be imposed against the Indemnified Party, if such settlement does not expressly unconditionally release the Indemnified Party from all Liabilities with respect to such Third Party Claim and all other claims arising out of the same or similar facts and circumstances, with prejudice, or if such settlement could adversely affect in any material respect any Tax or other Liability of the Company.

(e) If the Indemnifying Party (having assumed the defense of a Third Party Claim in accordance with this Section 9.3) or the Indemnified Party (having proceeded with its own defense of a Third Party Claim in accordance with this Section 9.3) proposes to settle or compromise such Third Party Claim, the Indemnifying Party or the Indemnified Party (as applicable) shall provide notice to that effect (together with a statement in reasonable detail of the terms and conditions of such settlement or compromise) to the Indemnified Party or the Indemnifying Party (as applicable), which shall be provided a reasonable time prior to the proposed time for effecting such settlement or compromise, and may not effect any such settlement or compromise without the prior consent of the Indemnified Party or the Indemnifying Party (as applicable). If: (i) the Indemnifying Party provides any such notice; (ii) the related settlement or compromise offer provides solely for monetary damages with respect to the Indemnified Party (which will be fully covered by the Indemnifying Party), does not include any injunctive or other equitable relief restricting the future actions of the Indemnified Party or any of its Affiliates and provides for the full release of the Indemnified Party and its Affiliates from any and all Liability in respect of such Third Party Claim; and (iii) the Indemnified Party fails to provide, in a reasonably timely manner, its consent to such settlement or compromise, then notwithstanding anything to the contrary in this Article IX, the Indemnifying Party's indemnification obligation under this Article IX with respect to such Third Party Claim will not exceed the amount of such settlement or compromise offer.

9.4 Losses Net of Tax Benefits. If any event shall occur or circumstance shall exist which would otherwise entitle a Purchaser Indemnified Party to indemnification under this Article IX with respect to a breach of a representation and warranty of the Company or Seller, no Loss shall be deemed to have been incurred or sustained by such Purchaser Indemnified Party to the extent of any tax benefit actually received by the Purchaser or any Affiliate of the Purchaser (including the Company, following the Closing) resulting from matters underlying such breach.

9.5 Tax Treatment of Seller Indemnification Payments. Any indemnification payments made by the Seller or the Purchaser pursuant to this Article IX shall be treated for all

Tax purposes as adjustments to the Purchase Price paid by the Purchaser for the Shares, unless otherwise required by applicable Law.

9.6 Threshold; Limitation on Liability; Sole Recourse.

(a) Notwithstanding anything to the contrary contained in this Agreement, Seller shall not be liable and the Purchaser Indemnified Parties agree not to enforce any claim for a Loss arising out of Sections 9.1(b)(i) or (ii) until the aggregate amount of all Losses exceeds \$130,000 (the "Threshold Amount"), and then Purchaser shall be entitled to recover all Losses incurred by Purchaser (including those beneath the Threshold Amount); provided, however, that the Threshold Amount shall not apply to, and the Seller shall be liable from the first dollar for, all Losses related to (a) breaches of the Fundamental Representations; (b) breach of Section 4.3; or (c) fraud claims brought by Purchaser against Seller.

(b) Subject to the next sentence, the maximum liability (the "Cap") of the Seller for all Losses arising out of Sections 9.1(b)(i) and (ii) shall be equal to: (i) the Escrow Amount; and (ii) the Right of Setoff pursuant to Section 9.9. Notwithstanding the foregoing, the Cap shall not apply to breaches of any Fundamental Representations or fraud claims brought by Purchaser against Seller, Purchase Price adjustments pursuant to Section 2.2 or Seller's breach of Article XI.

(c) Except for fraud claims brought by Purchaser against Seller, Purchase Price adjustments pursuant to Section 2.2 or Seller's breach of Article XI, which are expressly excluded from the provisions of this Article IX, the provisions of this Article IX shall be each Party's sole recourse against the other Party.

9.7 Rights Not Affected by Investigation. The right to indemnification or any other remedy based on representations, warranties, covenants or agreements in this Agreement or any agreement, document or certificate delivered hereunder shall not be affected by any investigation conducted at any time, or any knowledge acquired (or capable of being acquired) at any time, whether before or after the execution and delivery of this Agreement or the Closing Date, with respect to the accuracy or inaccuracy of, or compliance with, any such representation, warranty, covenant or agreement. The waiver of any condition based on the accuracy of any such representation or warranty, or on the performance of or compliance with any such covenant or agreements, will not affect the right to indemnification or any other remedy based on such representations, warranties, covenants or agreements.

9.8 No Right of Contribution. The Seller shall have no right of contribution or other recourse against the Company, any Subsidiary or any of their respective directors, officers, employees, Affiliates, agents, representatives, assigns or successors for any Third Party Claims asserted by the Purchaser Indemnified Parties, it being acknowledged and agreed that the representations, warranties, covenants and agreements of the Company are solely for the benefit of the Purchaser Indemnified Parties.

9.9 Right to Set-Off. Any amount that is determined pursuant to this Article IX to be payable by the Seller to any Purchaser Indemnified Party shall: (i) first, be subject to reimbursement from the escrow fund per the Escrow Agreement; and (ii) second, to the extent the escrow fund is not available to fully address such indemnification amount, then by set-off

against the Promissory Note, and (iii) third, to the extent the escrow fund or the Promissory Note is not available to fully address such indemnification amount, then the Earn Out.

9.10 Release. Effective upon the Closing, except with respect to a claim arising out of this Agreement or the other Seller's Documents, the Seller hereby irrevocably waives, releases and discharges the Company and the Subsidiaries from any and all Liabilities of any kind or nature whatsoever, in each case whether absolute or contingent, liquidated or unliquidated, known or unknown, and the Seller shall not seek to recover any amounts in connection therewith or thereunder from the Company; *provided*, however that such release shall not be effective to the extent a release of the Company would serve to eliminate the legal basis by which Seller has a claim against a third-party (other than a Purchaser Indemnified Party, to which such release shall still apply) for pre-Closing activities, including tax refunds. Such released Liabilities shall include any right to recover against the Company for any indemnification claims made against or paid by the Seller pursuant to this Article IX. Notwithstanding anything to the contrary in this Section 9.9, in no event shall anything in this Section 9.9 affect the ability of the Seller to obtain indemnification from the Purchaser or to dispute any indemnification claim made by a Purchaser Indemnified Party, in each case in accordance with the other provisions of Article IX.

ARTICLE X: TERMINATION

10.1 Termination. This Agreement may be terminated:

(a) at any time prior to the Closing, upon the agreement of the Seller and the Purchaser;

(b) by either the Seller or the Purchaser, if the Closing shall not have occurred on or before June 30, 2008, because one or more conditions to such party's obligation to consummate the Closing set forth in Section 8.1 or 8.2, as applicable, has not been satisfied; *provided, however*, that the right to terminate this Agreement under this Section 10.1(b) shall not be available to any party whose failure to fulfill any obligation under this Agreement shall have caused, or resulted in, the failure of the Closing Date to occur on or before such date;

(c) by either the Seller or the Purchaser, if any Order preventing the consummation of the Closing shall have been entered by any court of competent jurisdiction and shall have become a Final Order; *provided, however*, that neither party may terminate this Agreement pursuant to this Section 10.1(c) unless that party first shall have used commercially reasonable efforts to prevent the entry of and to procure the removal, reversal, dissolution, setting aside or invalidation of such Order;

(d) by the Purchaser, either: (i) immediately after the occurrence of a non-curable material breach of any representation and warranty, covenant or agreement of the Seller set forth in this Agreement; or (ii) thirty (30) days after receipt by the Seller of notice from the Purchaser of the occurrence of a curable material breach of any representation and warranty, covenant or agreement of the Seller set forth in this Agreement that has not been cured in its entirety within such time period, in either case such that the conditions set forth in Sections 8.2(a) and (b), respectively, would not be satisfied; or

(e) by the Seller, either: (i) immediately after the occurrence of a non-curable material breach of any representation and warranty, covenant or agreement of the Purchaser set forth in this Agreement; or (ii) thirty (30) days after receipt by the Purchaser of notice from the Seller of the occurrence of a curable material breach of any representation and warranty, covenant or agreement of the Purchaser set forth in this Agreement that has not been cured in its entirety within such time period, in either case such that the conditions set forth in Sections 8.1(a) and (b), respectively, would not be satisfied.

10.2 Effect of Termination. If this Agreement is terminated in accordance with Section 10.1, all obligations of the Parties hereunder shall terminate without any Liability of any party to any other parties, except that any such termination of this Agreement shall not relieve the Purchaser of its obligations under Section 6.5, and nothing herein shall relieve any party from Liability for any breach of this Agreement prior to such termination including with respect to a breach of any representation or warranty of any party hereto, with respect to which breach the nonbreaching party may pursue any remedy available at law or in equity; *provided, however*, that if such breach results directly and solely from events, circumstances or occurrences between the date of this Agreement and such termination that are outside the control of the breaching party, then, in such case, the breaching party shall have no Liability for such breach.

ARTICLE XI: RESTRICTIVE COVENANTS

11.1 Restrictive Covenants. Recognizing Purchaser's need to protect the goodwill of the Business being purchased and to induce Purchaser to purchase the Business and the Shares, Seller covenants and agrees with Purchaser that, if the transactions contemplated hereby are closed, he will not directly or indirectly (including through an Affiliate), for the Restraint Period (as defined below):

(a) within the Restraint Area (as defined below), engage in, render services to, be employed by or have any financial or other interest (whether as a sole proprietor, partner, stockholder, investor, director, officer, employee or otherwise) in any business providing prepaid telecommunication services including home phone, Internet, wireless, long distance calling cards and financial services, including credit and debit cards, to low income consumers with poor or no credit (a "**Competing Business**"); provided, that, Seller shall not be deemed in breach of this Section 11.1(a) for his passive ownership of up to three percent (3.0%) of the equity securities of a publicly-traded company;

(b) solicit, divert, or take away or attempt to solicit, divert or take away from Purchaser, for the benefit of any other Person, any customer of Purchaser that was a customer of the Company or any Subsidiary as of the Closing Date or at anytime within two (2) years prior to the Closing Date;

(c) solicit for hire (whether as an employee or independent contractor) any employee or full-time independent contractor of the Business, or encourage any such employee or full-time independent contractor to terminate his or her relationship with the Business;

(d) induce or attempt to induce any customer, supplier, licensee, licensor, franchisee or other business relation of the Business to cease doing business with the Business,

or in any way interfere with the relationship between any such customer, supplier, licensee or business relation and the Business (including making any negative statements or communications about Purchaser or any of its Affiliates); or

(e) divert or attempt to divert any or all of Purchaser's or its Affiliates' customers' or suppliers' business with such Person from such Person in violation of this Agreement or applicable Law (including the violation of any trade secrets law.

(f) As used herein, the term "Restraint Area" means each State within the United States; provided, that, if that is not enforceable, it shall mean the following states in the United States: Alabama, Arizona, Arkansas, California, Colorado, Florida, Georgia, Illinois, Indiana, Kansas, Kentucky, Louisiana, Michigan, Minnesota, Mississippi, Missouri, Nebraska, Nevada, New Mexico, North Carolina, Ohio, Oklahoma, Oregon, South Carolina, Tennessee, Texas, Utah, Virginia, Washington, West Virginia and Wisconsin.

(g) As used herein, the term "Restraint Period" means: (i) the period of five (5) years following the Closing Date; (ii) but if that is not enforceable, the period of four (4) years following the Closing Date; (iii) but if that is not enforceable, the period of three (3) years following the Closing Date; (iv) but if that is not enforceable, the period of two (2) years following the Closing Date; (v) but if that is not enforceable, the period of one (1) year following the Closing Date.

(h) Notwithstanding the foregoing restrictions of this Section 11, Seller shall be permitted to operate a business which, as a part of its business, distributes products which are competitive with those offered by the Company, so long as: (i) such business distributes such products or services as an authorized agent of, or distribution outlet for, the Company; or (ii) if such business distributes such products or services as an authorized agent of, or distribution outlet for, a competitor of the Company, then the business's gross revenues associated with such other products and services does not exceed 10% of such business's total gross revenue, as a whole.

11.2 Protection of Confidential Information. Recognizing Purchaser's need to protect the goodwill of the Business being purchased and to induce Purchaser to purchase the Business and the Shares, Seller covenants and agrees with Purchaser that, if the transactions contemplated hereby are closed, he will not disclose or use or otherwise exploit for his own benefit, for the benefit of any other Person, or for the benefit of any Competing Business, or to harm or damage Purchaser or the Business, any Confidential Information (as hereinafter defined). The covenant contained in this Section 11.2 shall survive for a period of five (5) years following the Closing Date provided, however, that with respect to those items of Confidential Information which constitute trade secrets under applicable law, the obligations of confidentiality and nondisclosure as set forth in this Section 11.2 shall continue to survive after said five-year period to the greatest extent permitted by applicable law. The rights of Purchaser contained in this Section 11.2 are in addition to those rights Purchaser has under the common law or applicable statutes for the protection of trade secrets.

As used herein, the term "**Confidential Information**" shall mean and include all information, data and know-how of the Company or any Subsidiary used or useful in the Business and not generally known by a Competing Business (whether or not constituting a trade secret), including, without limitation, technical or non-technical data, formulas, patterns, compilations, mechanical and electrical designs, programs, applets, subroutines, libraries, objects and classes of objects, devices, methods, techniques, drawings, processes, financial data, financial plans, product plans, or a list of actual or potential customers or suppliers. Confidential Information shall not include any data or information that has been voluntarily disclosed to the public by Purchaser or any agent thereof (except where such public disclosure has been made without authorization).

11.3 Remedies. Seller acknowledges that irreparable loss and injury would result to Purchaser or the Subject Business upon any breach of any of the covenants contained in Section 11.1 or 11.2 and that damages arising out of such breach would be difficult to ascertain. Seller agrees that, in addition to all the remedies provided at law or at equity Purchaser may petition and seek from a court of law or equity, without bond, both temporary and permanent injunctive relief to prevent a breach by Seller of any such covenant.

11.4 Blue-Penciling. If any court determines that any one or more of the restrictive covenants contained in Sections 11.1 or 11.2, or any part thereof, is unenforceable because of the duration of such provision or the territory covered thereby, such court shall have the power to reduce the duration or territory of such provisions, and, in its reduced form, such provisions shall then be enforceable and shall be enforced.

ARTICLE XII GENERAL PROVISIONS

12.1 Notices. Any notice pursuant to this Agreement must be in writing and will be deemed effectively given to another Party on the earliest of the date: (a) three Business Days after such notice is sent by registered U.S. mail, return receipt requested; (b) one Business Day after receipt of confirmation if such notice is sent by facsimile; (c) one Business Day after delivery of such notice into the custody and control of an overnight courier service for next day delivery; (d) one Business Day after delivery of such notice in person; and (e) the date such notice is received by that Party; in each case to the appropriate address below (or to such other address as a Party may designate by notice to the other Parties):

(a) if to the Seller, to:

Global Connection Inc. of America
3957 Pleasantdale Road
Atlanta, GA 30340
Attention: Sam Abdallah
Facsimile:

with a copy (which shall not constitute notice) to:

Burr & Forman

171 17th Street, Suite 1100
Atlanta, Georgia 30363
Attention: D. Tully Hazell, Esq.
Facsimile: 404-214-7391

(b) if to the Purchaser, to:

Global Connection Holdings Corporation
#333 6555 Sugarloaf Parkway, Suite 307
Duluth, GA 30097
Attention: Daniel G. Lonergan
Facsimile: 678-957-0551

with a copy (which shall not constitute notice) to:

Nelson Mullins Riley & Scarborough LLP
201 17th Street, Suite 1700
Atlanta, Georgia 30363
Attention: Billy Ching, Esq.
Facsimile: 404-322-6050

A party may designate a new address to which communications shall thereafter be transmitted by providing written notice to that effect to the other parties.

12.2 Fees and Expenses. Each party agrees to pay any and all expenses, fees and costs (including, legal, accounting and consulting expenses, fees and costs) incurred by it in connection with the transactions contemplated by this Agreement and any and all fees, commissions, compensation, reimbursement or other amounts due to any investment banker, broker or finder (or Person who performs a similar function) who claims to have been, or who was in fact, engaged by or on behalf of it in connection with the transactions contemplated by this Agreement; *provided*, that any and all expenses, fees and costs (including, legal, accounting and consulting expenses, fees and costs) incurred by: (a) the Company and the Subsidiaries shall be paid by the Seller at the Closing; and (b) (solely if the Closing occurs) the Purchaser, shall be paid by the Company at the Closing.

12.3 Counterparts. This Agreement may be signed in any number of counterparts (including by way of electronic transmission), each of which (when executed and delivered) shall constitute an original instrument, but all of which together shall constitute one and the same instrument, respectively. This Agreement shall become effective and be deemed to have been

executed and delivered by both Parties at such time as counterparts hereto shall have been executed and delivered by both parties, regardless of whether both Parties have executed the same counterpart. Counterparts may be delivered via facsimile or other electronic transmission and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

12.4 Waivers. No purported waiver of any provision of this Agreement shall be binding upon any of the Parties unless upon the party providing such waiver has duly executed and delivered to the other Parties a written instrument which states that it constitutes a waiver of one or more provisions of this Agreement and specifies the provision(s) that are being waived. Any such waiver shall be effective only to the extent specifically set forth in such written instrument. Neither the exercise (from time to time and at any time) by a party of, nor the delay or failure (at any time or for any period of time) to exercise, any right, power or remedy shall constitute a waiver of the right to exercise, or impair, limit or restrict the exercise of, such right, power or remedy or any other right, power or remedy at any time and from time to time thereafter. No waiver of any right, power or remedy of a party shall be deemed to be a waiver of any other right, power or remedy of such party or shall, except to the extent so waived, impair, limit or restrict the exercise of such right, power or remedy.

12.5 Amendments. No purported amendment to any provision of this Agreement shall be binding upon the Parties unless the Purchaser and the Seller have each duly executed a written instrument which states that it constitutes an amendment to this Agreement and specifies the provision(s) that are being amended.

12.6 Entire Agreement. This Agreement, together with the Schedules hereto, the other Transaction Documents and any other documents expressly referred to herein, constitute the entire agreement among the Parties with respect to the subject matter hereof and supersede all of the previous or contemporaneous contracts, representations, warranties and understandings (whether oral or written) by or between the Parties with respect to the subject matter hereof, including any letter of intent or memorandum of terms entered into by the parties.

12.7 Severability. If any provision of this Agreement shall hereafter be held to be invalid, unenforceable or illegal, in whole or in part, in any jurisdiction under any circumstances for any reason: (a) such provision shall be reformed to the minimum extent necessary to cause such provision to be valid, enforceable and legal while preserving the intent of the Parties as expressed in, and the benefits to such Parties provided by, such provision or (b) if such provision cannot be so reformed, such provision shall be severed from this Agreement and an equitable adjustment shall be made to this Agreement (including addition of necessary further provisions to this Agreement) so as to give effect to the intent as so expressed and the benefits so provided. Such holding shall not affect or impair the validity, enforceability or legality of such provision in any other jurisdiction or under any other circumstances. Neither such holding nor such reformation nor severance shall affect or impair the legality, validity or enforceability of any other provision of this Agreement.

12.8 Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE DOMESTIC LAWS OF THE STATE OF GEORGIA WITHOUT GIVING EFFECT TO ANY CHOICE OR CONFLICT OF LAW PROVISION (WHETHER OF THE STATE OF GEORGIA OR ANY OTHER

JURISDICTION) THAT WOULD CAUSE THE APPLICATION OF THE LAWS OF ANY JURISDICTION OTHER THAN THE STATE OF GEORGIA.

12.9 Consent to Jurisdiction. EACH PARTY AGREES THAT ANY AND ALL PROCEEDINGS ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL BE COMMENCED AND PROSECUTED IN A FEDERAL COURT LOCATED IN ATLANTA, GEORGIA TO THE EXTENT OF FEDERAL JURISDICTION OVER THE PARTIES AND THE SUBJECT MATTER, AND IF AND ONLY IF FEDERAL JURISDICTION IS LACKING, IN ANY STATE COURT LOCATED IN ATLANTA, GEORGIA HAVING APPROPRIATE JURISDICTION, OR IN THE CASE OF A PROCEEDING ARISING OUT OF OR RELATING TO A THIRD PARTY CLAIM WHICH IS OR MAY BE SUBJECT TO INDEMNIFICATION HEREUNDER, IN THE COURT WHERE SUCH THIRD PARTY CLAIM IS BROUGHT AND EACH PARTY IRREVOCABLE WAIVES ANY RIGHT TO OBJECT TO SUCH VENUE. EACH PARTY CONSENTS AND SUBMITS TO THE NON-EXCLUSIVE PERSONAL JURISDICTION OF ANY SUCH FORUM IN RESPECT OF ANY SUCH PROCEEDING OR, WITH RESPECT TO A THIRD PARTY CLAIM, IN THE FORUM IN WHICH SUCH THIRD PARTY CLAIM WAS BROUGHT. EACH PARTY CONSENTS TO SERVICE OF PROCESS UPON IT WITH RESPECT TO ANY SUCH PROCEEDING BY REGISTERED MAIL, RETURN RECEIPT REQUESTED, AND BY ANY OTHER MEANS PERMITTED BY APPLICABLE LAWS.

12.10 Assignment. This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the Parties and their respective successors, heirs, estates and permitted assigns; provided that neither this Agreement nor any of the rights, interests or obligations hereunder may be assigned by any party without the prior written consent of each of the parties. Notwithstanding the immediately preceding sentence, without the prior written consent of any party, the Purchaser may at any time, in its sole discretion, assign, in whole or in part, its rights under this Agreement and any other Transaction Documents for collateral security purposes to any lender providing financing to it or any of its Affiliates. Subject to the preceding sentences of this Section 12.10, this Agreement will be binding upon the Parties and their respective successors, heirs, estates and permitted assigns and shall inure to the benefit of and be enforceable by the Parties and their respective successors, heirs, estates and permitted assigns.

12.11 Remedies. Except as otherwise expressly provided in Article IX, each of the Parties shall have and retain all rights and remedies, at law or in equity, including rights to specific performance and injunctive or other equitable relief, arising out of or relating to a breach or threatened breach of this Agreement. Without limiting the generality of the foregoing, each of the Parties acknowledges that money damages would not be a sufficient remedy for any breach or threatened breach of this Agreement and that irreparable harm would result if this Agreement were not specifically enforced. Therefore, the rights and obligations of the Parties shall be enforceable by a decree of specific performance issued by any court of competent jurisdiction, and appropriate injunctive relief may be applied for and granted in connection therewith, without the necessity of posting a bond or other security or proving actual damages and without regard to the adequacy of any remedy at law. A party's right to specific performance shall be in addition to all other legal or equitable remedies available to such party. The prevailing party in any Proceeding to enforce any provision of this Agreement shall be entitled to recover from the losing party (or parties) all reasonable attorneys' fees and expenses.

12.12 Third Party Beneficiaries. No Person other than the Purchaser and the Seller is or is intended to be a beneficiary of this Agreement, other than the Purchaser Indemnified Parties, the Seller Indemnified Parties, and successors, heirs, estates and assigns of the Parties permitted as provided in Section 12.10.

12.13 Further Assurances. At any time and from time to time after the Closing, each of the parties, at its, his or her own cost and expense, in good faith and in a timely manner, shall use its, his or her respective commercially reasonable efforts to take or cause to be taken all appropriate actions, do or cause to be done all things necessary, proper or advisable, and execute, deliver and acknowledge such documents and other papers as may be required to carry out the provisions of this Agreement and to give effect to the consummation of the transactions contemplated by this Agreement.

12.14 Interpretation. The language used in this Agreement shall be deemed to be the language chosen by the Parties to express their mutual intent and no rule of strict construction shall be applied against any party. Unless otherwise expressly specified in this Agreement:

(a) the words “hereof,” “hereby” and “hereunder,” and correlative words, refer to this Agreement as a whole and not any particular provision;

(b) the words “includes” and “including,” and correlative words, are deemed to be followed by the phrase “without limitation”;

(c) the word “or” is not exclusive and is deemed to have the meaning “and/or”;

(d) words using the singular or plural number shall also include the plural or singular number, respectively;

(e) the section headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement;

(f) the masculine, feminine or neuter form of a word includes the other forms of such word and the singular form of a word includes the plural form of such word;

(g) references to a Person shall include the successors, heirs, estates and assigns thereof; and

(h) references made in this Agreement to an Article, Section, Schedule or Exhibit mean an Article or Section of, or a Schedule or Exhibit to, this Agreement.

[remainder of page intentionally left blank; signature page(s) follow]

IN WITNESS WHEREOF, the Parties have duly executed this Stock Purchase Agreement as of the date first set forth above.

THE SELLER:

SAM ABDALLAH

By: _____

THE PURCHASER:

GLOBAL CONNECTION HOLDINGS
CORPORATION

By: _____

Name: Daniel Lonergan

Title: Director

Exhibit A

Definitions:

"2006 Financial Statements" has the meaning set forth in Section 3.4(a).

"2007 Financial Statements" has the meaning set forth in Section 3.4(a).

"Accounting Firm" has the meaning set forth in Section 2.2(c).

"Affiliate" of any Person means another Person that, directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with, such first Person, with "control" of a Person meaning the possession, directly or indirectly, of the right or power to direct or cause the direction of the management or policies of such Person, whether through ownership of voting securities, through contract rights or otherwise, and "controlling" and "controlled" having correlative meanings.

"AGPC" has the meaning set forth in Section 2.3(f)(ii).

"Agreement" has the meaning set forth in the preamble.

"Allowances" has meaning set forth in Section 3.22.

"Alternative Transaction" has meaning set forth in Section 6.7.

"Baseline Working Capital Statement" has the meaning set forth in Section 2.2(b).

"Business" has the meaning set forth in the recitals.

"Business Day" means any day of the year other than: (a) any Saturday or Sunday; or (b) any other day on which the banks located in the State of Georgia generally are closed for business.

"Cap" has the meaning set forth in Section 9.6(b).

"Claim" means any complaint, allegation, charge, petition, appeal, demand, notice, filing or claim of any kind that commences, alleges a basis to commence or threatens to commence any Proceeding by or before any Governmental Entity or that asserts, alleges a basis to assert or threatens to assert any right, breach, default, violation, noncompliance, termination, cancellation or other action or omission that could result in a Loss.

"Closing" has the meaning set forth in Section 2.4(a).

"Closing Date" has the meaning set forth in Section 2.4(a).

"Closing Payments Schedule" has the meaning set forth in Section 2.5.

"Code" means the Internal Revenue Code of 1986, as amended.

“Company” has the meaning set forth in the recitals.

“Company Benefit Plan” means each compensation or benefits plan, program or arrangement (including plans within the meaning of Section 3(3) of ERISA, employment agreements, profit-sharing, defined contribution, deferred compensation, salary continuation, leave of absence, educational assistance, insurance, pension, retirement, medical, hospital, disability, change of control, termination, welfare or fringe benefit plans, programs, agreements or arrangements, cash or equity-based bonus or incentive arrangements, severance arrangements, employee discount policies and vacation policies) sponsored or maintained by the Company or an Affiliate of the Company for the benefit of any of their employees.

“Company Disclosure Schedule” means the disclosure schedules delivered by the Seller to the Purchaser concurrently with the execution of this Agreement and forming a part hereof.

“Company Permits” has the meaning set forth in Section 3.15(b).

“Company Tangible Property” has the meaning set forth in Section 3.11(d).

“Competing Business” has the meaning set forth in Section 11.1(a).

“Confidential Information” has the meaning set forth in Section 11.2.

“Contract” means any written contract, agreement, note, bond, mortgage, indenture, deed of trust, lease, sublease, license, sublicense, purchase or sale order, quotation, arrangement, letter of agency or other commitment, obligation or instrument that is binding or enforceable upon the Parties thereto.

“Cost of Goods Sold” or “CGS” has the meaning set forth in Section 2.3(a).

“Definitive Working Capital Statement” has the meaning set forth in Section 2.2(c).

“EAGP” has the meaning set forth in Section 2.3(f)(iii).

“Earn Out” has the meaning set forth in Section 2.1.

“Effective Date” has the meaning set forth in the preamble.

“Environmental Laws” means any and all federal, state, local or foreign Laws which (a) regulate or relate to the (i) protection or remediation of the environment; (ii) the use, treatment, storage, transportation, handling, disposal or release of Hazardous Material; or (iii) the preservation or protection of natural resources, including waterways, groundwater, drinking water, air, wildlife, plants or other natural resources, or (b) impose Liability with respect to any of the foregoing. “Environmental Laws” includes but is not limited to the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. § 9601 et seq.), the Resource Conservation and Recovery Act (42 U.S.C. § 6901 et seq.), the Clean Water Act (33 U.S.C. § 1251 et seq.), the Clean Air Act (42 U.S.C. § 7401 et seq.), the Toxic Substance Control Act (15 U.S.C. § 2601 et seq.), the Federal Insecticide, Fungicide, and Rodenticide Act (7 U.S.C.

§ 136 et seq.) and the Hazardous Materials Transportation Act (49 U.S.C. App. § 1801 et seq.).

“Equitable Exceptions” means any limitations on the enforceability of obligations resulting from: (a) bankruptcy, insolvency, reorganization, moratorium or other requirements of Laws, Orders or equitable principles now or hereafter in effect relating to or affecting the enforcement of creditors’ rights or debtors’ obligations generally; and (b) as to the remedy of specific performance and injunctive and other forms of equitable relief, the imposition of equitable defenses and the discretion of a Governmental Authority before which any Proceeding therefor may be brought.

“ERISA” means the Employee Retirement Income Security Act of 1974, as amended, and the rules and regulations promulgated thereunder.

“ERISA Affiliate” has the meaning set forth in Section 3.9(c).

“Escrow Agent” has the meaning set forth in Section 2.1(a).

“Escrow Agreement” has the meaning set forth in Section 2.1(a).

“Escrow Amount” has the meaning set forth in Section 2.1(a).

“FCC” means the United States Federal Communications Commission.

“FCC Approval” means the approval of the FCC under 47 CFR §63.24 to assign or transfer control to the Purchaser of the authorizations issued by the FCC to the Company to provide services pursuant to 47 USC §214.

“Final Order” means any Order that has become final and nonappealable.

“Financial Statements” has the meaning set forth in Section 3.4(a).

“Fundamental Representations” has the meaning set forth in Section 9.1(a).

“Funded Indebtedness” means the sum of all amounts owing under any Indebtedness of the Company or any of its Subsidiaries (including principal, interest, prepayment penalties or fees, premiums, breakage amounts, expense reimbursements or other amounts payable in connection with prepayment), and all amounts required to obtain the release of Liens in favor of any party on any assets of the Company or any of its Subsidiaries.

“GAAP” means generally accepted accounting principles in the United States as in effect from time to time, applied on a basis consistent with the Company’s historical practice.

“Governmental Entity” means any government (including any United States or foreign federal, state, provincial, municipal or county government), any political subdivision thereof, any governmental, administrative, ministerial, regulatory, central bank, self-regulatory, quasi-governmental, taxing, executive, or legislative department, commission, body, agency, authority or instrumentality of any thereof and any court, arbitrator, special master, receiver, tribunal or similar body of any kind.

“Gross Profit” has the meaning set forth in Section 2.3(a).

“Hazardous Material” means: (a) any petroleum, petroleum products, by-products or breakdown products, radioactive materials, friable asbestos-containing materials or polychlorinated biphenyls; or (b) any chemical, material or substance defined or regulated as toxic or hazardous or as a pollutant or contaminant or waste or is otherwise regulated, under any applicable Environmental Law.

“HGP” has the meaning set forth in Section 2.3(f)(i).

“ILEC” means an incumbent local exchange carrier.

“Income Taxes” means any federal, state, local or foreign Tax that, in whole or in part, is based on, measured by or calculated by reference to net income, profits or gains, including any state or local franchise Tax, and including any interest, penalty or addition thereto, whether disputed or not.

“Indebtedness” of any Person means, without duplication, (i) the principal, accreted value, accrued and unpaid interest, prepayment and redemption premiums or penalties (if any), unpaid fees or expenses and other monetary obligations in respect of (A) indebtedness of such Person for money borrowed and (B) indebtedness evidenced by notes, debentures, bonds or other similar instruments for the payment of which such Person is responsible or liable; (ii) all obligations of such Person issued or assumed as the deferred purchase price of property, all conditional sale obligations of such Person and all obligations of such Person under any title retention agreement (but excluding trade accounts payable and other accrued Current Liabilities arising in the Ordinary Course of Business (other than the current liability portion of any indebtedness for borrowed money)); (iii) all obligations of such Person under leases required to be capitalized in accordance with GAAP; (iv) all obligations of such Person for the reimbursement of any obligor on any letter of credit, banker’s acceptance or similar credit transaction; (v) all obligations of such Person under interest rate or currency swap transactions (valued at the termination value thereof); (vi) the liquidation value, accrued and unpaid dividends; prepayment or redemption premiums and penalties (if any), unpaid fees or expenses and other monetary obligations in respect of any redeemable preferred stock of such Person; (vii) all obligations of such Person under any deferred compensation plan; (viii) all obligations of the type referred to in clauses (i) through (vii) of any Persons for the payment of which such Person is responsible or liable, directly or indirectly, as obligor, guarantor, surety or otherwise, including guarantees of such obligations; and (ix) all obligations of the type referred to in clauses (i) through (viii) of other Persons secured by (or for which the holder of such obligations has an existing right, contingent or otherwise, to be secured by) any Lien on any property or asset of such Person (whether or not such obligation is assumed by such Person), provided however, that trade accounts payable or operating leases arising in the Ordinary Course of Business (other than the current liability portion of any indebtedness for borrowed money) shall not be “Indebtedness” hereunder.

“Indemnification Cut-Off Date” has the meaning set forth in Section 9.1(a).

“Indemnified Party” has the meaning set forth in Section 9.2(a).

"Indemnifying Party" has the meaning set forth in Section 9.2(a).

"Intellectual Property" means (i) all inventions (whether patentable or unpatentable and whether or not reduced to practice), all improvements thereto, and all patents and patent applications, together with all reissuances, continuations, continuations-in-part, revisions, extensions, and reexaminations thereof, (ii) all trademarks, service marks, trade dress, logos, trade names, domain names and corporate names, together with all translations, adaptations, derivations, and combinations thereof and including all goodwill associated therewith, and all applications, registrations and renewals in connection therewith, (iii) all copyrights, and all applications, registrations, and renewals in connection therewith, (iv) all trade secrets and confidential business information (including ideas, research and development, know-how, formulas, compositions, manufacturing and production processes and techniques, designs, drawings, specifications, technical data, customer and supplier lists, pricing and cost information, and business and marketing plans and proposals), (v) all computer software, (vi) all database rights, (vii) all design rights and registered designs and all documentation and media constituting or describing any of the foregoing and all copies and tangible embodiments thereof (in whatever form or medium and whether or not any of the foregoing is registered), and (viii) all other proprietary rights, including all moral rights, pertaining to any product or service designed, manufactured, sold, distributed, marketed, used, performed, employed or exploited, and all rights or forms of protection of a similar nature or having equivalent or similar effect to any of those which may subsist anywhere in the world, owned by or registered in the name of any Person or in which any Person has any rights, licenses or immunities.

"Interim Working Capital" has the meaning set forth in Section 2.2(a).

"IRS" means the Internal Revenue Service of the United States.

"Knowledge of the Company" and correlative phrases such as "the Company's Knowledge" means the actual knowledge after due investigation of each officer of the Company (which, for the avoidance of doubt, shall include each of Sam Abdallah, Bassam Abdallah and Joanna Elkhoury).

"Law" means any treaty, code, statute, law (including common law), rule, regulation, convention, ordinance, Order, regulatory policy statement or similar guidance, binding directive or decree of any kind of any Governmental Entity.

"Leased Real Property" has the meaning set forth in Section 3.11(b).

"Liability" means any debt, loss, damage, adverse claim, fines, penalties, liability or obligation (whether direct or indirect, known or unknown, asserted or unasserted, absolute or contingent, accrued or unaccrued, matured or unmatured, determined or determinable, liquidated or unliquidated, or due or to become due, and whether in contract, tort, strict liability or otherwise, and including all costs and expenses relating thereto).

"Lien" means any mortgage, pledge, security interest, encumbrance, charge or lien, other than: (a) mechanics', materialmen's and similar liens not yet due and payable; (b) liens for Taxes not yet due and payable; (c) liens arising under workers' compensation, unemployment insurance, social security, retirement or similar legislation; and (d) purchase

money liens and license securing rental payments under capital lease arrangements.

“Loss” or “Losses” means any claim, Liability, shortage, damage, diminution in value, settlement, deficiency, expense (including reasonable attorneys’ and accountants’ fees), assessment, Tax, or loss of any kind (including amounts paid in settlement).

“Management Agreement” means a Management Advisory and Consulting Services Agreement between L6 Holdings Corporation and the Company, in substantially the form attached hereto as Exhibit F.

“Material Acquisition” has the meaning set forth in Section 2.3(f).

“Material Adverse Effect” means any change or effect that, individually or in the aggregate, has a material adverse effect on the Business, assets, condition (financial or otherwise), prospects or operating results of the Company and its Subsidiaries, taken as a whole.

“Material Contracts” has the meaning set forth in Section 3.6.

“Material Distributor” has the meaning set forth in Section 3.21(b).

“Material Suppliers” has the meaning set forth in Section 3.21(a).

“Notice of Claim” has the meaning set forth in Section 9.2(a).

“Office Space Lease” has the meaning set forth in Section 6.10.

“Order” means any judgment, writ, decree, directive, decision, injunction, ruling, award or order (including any consent decree or cease and desist order) of any kind of any Governmental Entity.

“Ordinary Course of Business” means the ordinary course of business consistent with past custom and practice of the Business (including with respect to quantity and frequency).

“Organizational Documents” of a Person means: (a) its articles of incorporation, certificate of incorporation, certificate of formation or similar document(s) filed with a Governmental Entity, which filing forms or organizes the Person; and (b) its bylaws, limited liability company operating agreement, partnership agreement, trust agreement or similar document(s), whether or not filed with a Governmental Entity, which organize and/or govern the internal affairs of such Person, in the case of each of clause (a) and (b) above, as in effect at the time in question.

“Parties” or “Party” has the meaning set forth in the Preamble.

“Permit” means any franchise, license, approval, authorization, certificate of public convenience and necessity, waiver, certification or permit issued or granted by any Governmental Entity.

“Person” includes an individual, a partnership, a sole proprietorship, a company, a firm, a corporation, a limited liability company, an association, a joint stock company, a trust, a

joint venture, an unincorporated organization, a union, a group acting in concert, a Governmental Entity or any other entity or association of any kind.

"PGP" has the meaning set forth in Section 2.3(f)(iv).

"Pre-Closing Period" has the meaning set forth in Section 6.1.

"Proceeding" means any action, suit, arbitration, mediation, litigation, hearing, investigation, inquiry or other proceeding of any kind involving any Governmental Entity or any other Person.

"Promissory Note" has the meaning set forth in Section 2.1(d).

"Purchase Price" has the meaning set forth in Section 2.1.

"Purchaser" has the meaning set forth in the preamble.

"Purchaser Indemnified Party" has the meaning set forth in Section 9.1(b).

"Required Consents" shall mean: (a) receipt of the FCC Approval; (b) receipt of all State PUC Approvals; (c) receipt of approval of the Purchaser's lenders providing financing for the transactions contemplated hereby; and (d) receipt of the consents from Western Union and ILECs pursuant to which such agreements with ILECs comprise at least 95% of the Company's customer base.

"Restraint Area" has the meaning set forth in Section 11.1(f).

"Restraint Period" has the meaning set forth in Section 11.1(g).

"Revenue" has the meaning set forth in Section 2.3(a).

"Section 338(h)(10) Election" has the meaning set forth in Section 7.1(a).

"Securities Act" means the Securities Act of 1933, as amended.

"Seller" has the meaning set forth in the preamble.

"Seller Indemnified Party" has the meaning set forth in Section 9.1(c).

"Seller Representatives" has the meaning set forth in Section 6.7.

"Shares" has the meaning set forth in the recitals.

"Small Business Act" has the meaning set forth in Section 3.24.

"State PUC Approval" means the approval of any and all State Telecom Regulators to transfer control of the Permits held by the Company to the Purchaser.

"State Telecom Regulators" means any state public service commissions or

similar state Governmental Entities in states where the Company holds Permits as of the date hereof.

"Stockholder Documents" has the meaning set forth in Section 2.6(a)(vii).

"Subsidiary" means any Person with respect to which the Company (or any Subsidiary of the Company) has the power to vote or direct the voting of sufficient securities to be able to elect the board of directors or similar body.

"Tax" or "Taxes" means any federal, state, local or foreign income, gross receipts, license, payroll, employment, excise, severance, stamp, occupation, premium, windfall profits, environmental (including taxes under Code section 59A), customs duties, capital stock, franchise, profits, withholding, social security, unemployment, disability, real property, personal property, sales, use, transfer, registration, value added, alternative or add-on minimum, telecommunications, service, recording, import, export, estimated or other tax or assessment of any kind whatsoever (including universal service charges or assessments, pay-phone assessments or other telecommunications taxes, charges or assessments by any Governmental Entity or any kind whatsoever), whether computed on a separate, consolidated, unitary, combined or any other basis, including any interest, penalty or addition thereto, whether disputed or not, and including any obligation to indemnify or otherwise assume or succeed to the tax Liability of any Person.

"Tax Affiliate" has the meaning set forth in Section 3.8(a).

"Tax Authority" means, with respect to any Tax, the Governmental Entity that imposes such Tax and any Governmental Entity charged with collection of, or empowered to collect, such Tax.

"Tax Return" means any return, declaration, report, claim for refund, or information return or statement relating to Taxes, including any information return or report with respect to backup withholding and other payments to third parties, and including any schedule or attachment thereto and any amendment thereof.

"Third Party Claim" has the meaning set forth in Section 9.2(a).

"Threshold Amount" has the meaning set forth in Section 9.6(a).

"Transaction Documents" means this Agreement and all other documents, agreements or certificates required to be executed by the Seller, the Company or any Subsidiary pursuant to this Agreement or the transactions contemplated hereby.

"Transaction Fees" means the following unpaid fees, expenses and other similar amounts that have been or are expected to be incurred on or prior to the Closing Date on behalf of the Company, any of its Subsidiaries or the Seller: (i) the fees and disbursements of, or other similar amounts charged by, counsel to the Company, any of its Subsidiaries or the Seller, including those of Burr & Forman LLP; (ii) the reasonable fees and expenses of, or other similar amounts charged by, any accountants, agents, financial advisors, consultants and experts employed by the Company, any of its Subsidiaries or the Seller; (iii) all amounts owed by the Company, any of its Subsidiaries or the Seller to any current or former employees or affiliates of

the Company or any of its Subsidiaries for any bonus, commission or accrued vacation; and (iv) all other costs or other expenses incurred by the Seller in connection with or as a result of the transactions contemplated by this Agreement.

"WARN Act" means the United States Worker Adjustment and Retraining Act and applicable State Laws, including California Labor Code Section 1400, *et. seq.* and the regulations promulgated under each of the foregoing.

"Working Capital" shall mean the Current Assets of the Company taken as a whole less the Current Liabilities of the Company. As used herein, "Current Assets" means all accounts receivable, and other current assets (other than cash and the credits discussed in Section 6.11), determined on a basis consistent with GAAP and using the same accounting methods, policies, practices and procedures, with consistent classifications and estimation methodologies, as were used in the preparation of the Financial Statements without including any changes as a result of purchase accounting adjustments arising from or resulting as a consequence of the transactions contemplated hereby, exclusive of any inter-Company receivables. As used herein, "Current Liabilities" means all accounts payable, other accrued expenses, and the current portion of deferred credits incurred, determined on a basis consistent with GAAP and using the same accounting methods, policies, practices and procedures, with consistent classifications and estimation methodologies, as were used in the preparation of the Financial Statements without including any changes as a result of purchase accounting adjustments arising from or resulting as a consequence of the transactions contemplated hereby.

"WC Dispute Notice" has the meaning set forth in Section 2.2(c).

"Working Capital Target" has the meaning set forth in Section 2.2(a).

Exhibit B

Escrow Agreement

(See attached document)

Exhibit C

Form of Promissory Note

(See attached document)

Exhibit D

Form of Employment Agreement

(See attached document)

Exhibit E

Subscription Agreement

(See attached document)

Exhibit F

Management Agreement

(See attached document)

Exhibit G

Stockholder Documents

(See attached documents)

Exhibit H

Amended and Restated Office Space Lease

(See attached document)

Exhibit I

Credits

(See attached document)

Exhibit J


Transaction Fee Agreement

(See attached document)

IN WITNESS WHEREOF, the Parties have duly executed this Stock Purchase Agreement as of the date first set forth above.

THE SELLER:

SAM ABDALLAU

By: 

THE PURCHASER:

GLOBAL CONNECTION HOLDINGS
CORPORATION

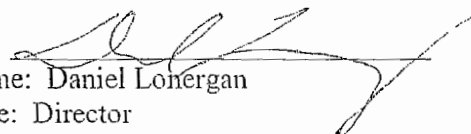
By: 
Name: Daniel Lonergan
Title: Director

Exhibit I

Credits

(See attached document)

Exhibit J

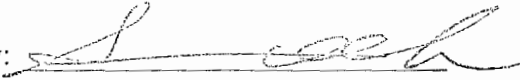
Transaction Fee Agreement

(See attached document)

IN WITNESS WHEREOF, the Parties have duly executed this Stock Purchase Agreement as of the date first set forth above.

THE SELLER:

SAM ABDALLAH

By: 

THE PURCHASER:

GLOBAL CONNECTION HOLDINGS
CORPORATION

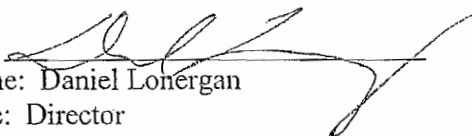
By: 
Name: Daniel Lonergan
Title: Director

EXHIBIT E
(Confidential)

GLOBAL CONNECTION INC. OF AMERICA
FINANCIAL STATEMENT
DECEMBER 31, 2007

Global Connection Inc. of America
Balance Sheet
December 31, 2007

ASSETS

<u>Current assets</u>	
Cash and cash equivalents	2,460,602
Restricted cash and cash equivalents	124,023
Accounts receivable. Trade	738,281
Accounts receivable- related parties	77,442
Other current receivables	2,115,648
Inventory, net	33,625
Prepaid expenses	569,288
Total current assets	<u>6,118,909</u>
<u>Property and equipment, at cost</u>	
Computer equipment	129,941
Furniture and fixtures	41,346
Machinery and equipment	274,714
Total property and equipment	<u>446,001</u>
Less accumulated depreciation	<u>(243,166)</u>
Total property and equipment, net	<u>202,835</u>
<u>Other assets</u>	
Customer lists, net	939,636
Security deposits	96,961
Total other assets	<u>1,036,597</u>
Total assets	<u><u>7,358,341</u></u>

LIABILITIES AND TOTAL STOCKHOLDER'S EQUITY

<u>Current liabilities</u>	
Accounts payable	1,578,558
Accrued liabilities	199,124
Deferred revenue	908,133
Notes payable-current portion	725,955
Line of credit	22
Total current liabilities	<u>3,411,790</u>
Note payable	
<u>Total stockholder's equity</u>	
Common stock, \$1.00 par value; 5,000 shares authorized, issued and outstanding	5,000
Additional paid-in capital	185,931
Retained earnings	3,755,620
Total stockholder's equity	<u>3,946,551</u>
Total liabilities and stockholder's equity	<u><u>7,358,341</u></u>

See accompanying notes to the financial statement

Global Connection Inc. of America
Income Statement
For the Year Ending December 31, 2007

	<u>2007</u>
Revenue	\$ 15,551,179
Cost of goods sold	<u>7,702,500</u>
Gross profit	7,848,679
Selling, general and Administrative expenses	<u>5,688,176</u>
Operating income	2,160,503
Other income (expense)	
Interest income	175,421
Interest expense	(875)
Loss of sale of investment	(66,668)
Net income	<u><u>2,268,381</u></u>

See accompanying notes to the financial statement

GLOBAL CONNECTION INC. OF AMERICA
NOTES TO FINANCIAL STATEMENT
DECEMBER 31, 2007

Note A

Summary of Significant Accounting Principles

Nature of Operations:

Global Connection Inc. of America ("Global" or "the Company"), a Georgia corporation, provides prepaid telephone service in the United States. Global is headquartered in Atlanta, Georgia, and has been in business delivering prepaid home phone service since 1998. Global was originally formed to provide prepaid local telephone service to customers unable to establish phone service with traditional local providers. Global also provides long distance service, prepaid debit/ATM cards, and telecommunication services to the small business community.

Use of Estimates:

The preparation of the financial statement in conformity with U.S. generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statement. Estimates are used for, but not limited to, the accounting for doubtful accounts, inventory valuation, amortization, depreciation, certain accrued liabilities, certain other current credits receivables, deferred revenue, and contingencies. Actual results could differ from these estimates.

Cash and Cash Equivalents:

Time deposits, certificates of deposit, and highly liquid investments with original maturities of twelve months or less (that are readily convertible to cash) are considered to be cash equivalents and are stated at cost, which approximates market value.

Concentration of Credit Risk Arising From Cash Deposits in Excess of Insured Limits:

The Company maintains cash in various financial institutions that at times may exceed federally insured limits. The Company has not experienced any losses in such accounts and believes it is not exposed to any significant risks on cash.

Accounts Receivable - Trade:

The Company extends credit to customers located primarily throughout the United States based on the size of the customer, its payment history, and other factors. The Company generally does not require collateral to support customer receivables. The Company provides an allowance for doubtful accounts based upon a review of the outstanding accounts receivable, historical collection information and existing economic conditions. The Company determines if receivables are past due based on days outstanding, and amounts are written off when determined to be uncollectible by management. The maximum accounting loss from the credit risk associated with accounts receivable is the amount of the receivable recorded, which is the face amount of the receivable, net of the allowance for doubtful accounts.

GLOBAL CONNECTION INC. OF AMERICA
NOTES TO FINANCIAL STATEMENT
DECEMBER 31, 2007

Other Current Receivables:

Other current receivables primarily consist of promotion credits receivable from Incumbent Local Exchange Carriers ("ILEC"). The Company purchases local exchange service from an ILEC. The Company resells the local exchange service to its customers. The promotion credits are given to the Company by the ILEC as an incentive for the Company to get new customers and to retain existing customers. The promotion credits vary by ILEC. The term of which the promotion credits are offered also varies by ILEC. The Company typically receives the promotion credits two to three months after the Company's applies for the credits. The Company applies for the credits in the month in which they are earned. The credits are received as a reduction on the Company's monthly invoice. The balance due from ILECs for promotion credits at December 31, 2007 was \$1,937,953.

Inventory:

Inventory is stated at the lower of cost or market and is valued using the first-in, first-out method. Provisions are made in each period for the estimated effect of obsolete and slow-moving inventories.

Property and Equipment:

Property and equipment are stated at cost. Expenditures for maintenance and repairs are expensed currently, while renewals and betterments that materially extend the life of an asset are capitalized. The cost of assets sold, retired, or otherwise disposed of, and the related allowance for depreciation, are eliminated from the accounts, and any resulting gain or loss is recognized.

Depreciation of property and equipment is provided using accelerated methods over the estimated useful lives of the assets, which are as follows:

Computer equipment	3 - 7 years
Furniture and fixtures	7 years
Machinery and equipment	5 - 7 years

Impairment of Long-Lived Assets:

Long-lived assets and intangible assets are reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset may not be fully recoverable. Recoverability of assets to be held and used is measured by a comparison of the carrying amount of the assets to their fair value, which is normally determined through analysis of the future net cash flows expected to be generated by the assets. If such assets are considered to be impaired, the impairment to be recognized is measured by the amount that the carrying amount of the assets exceeds the fair value of the assets.

Intangible Assets:

Intangible assets are recorded at cost and consist of purchased customer lists. Amortization is computed using the straight-line method over one year.

GLOBAL CONNECTION INC. OF AMERICA
NOTES TO FINANCIAL STATEMENT
DECEMBER 31, 2007

Income taxes:

The Company, with the consent of its stockholder, has elected under the Internal Revenue Code and similar state statutes to be an S corporation. In lieu of federal corporate income taxes, the stockholder of an S corporation is taxed on proportionate share of the Company's taxable income. Therefore, no provision for federal income taxes has been included in the financial statement.

Note B

Restricted Cash and Cash Equivalents

The restricted cash and cash equivalents represent a money market checking account with a deposit required by the Georgia public utility commission. The balance as of December 31, 2007 is \$124,023.

Note C

Inventory

Inventory is composed of prepaid cell phones totaling \$33,625 as of December 31, 2007.

Note D

Customer Lists

Customer lists were comprised of the following at December 31, 2007:

	<u>Estimated life</u>	<u>Gross Amount</u>	<u>Accumulated Amortization</u>	<u>Net Book Value</u>
Customer List - AmeriMex	1 year	\$ 998,148	\$ (83,179)	\$ 914,969
Customer List - Reed	1 year	29,600	(4,933)	24,667
		<u>\$ 1,027,748</u>	<u>\$ (88,112)</u>	<u>\$ 939,636</u>

Estimated future amortization expense is as follows:

<u>Year Ending December 31,</u>	<u>Amount</u>
2008	\$ 939,636

GLOBAL CONNECTION INC. OF AMERICA
NOTES TO FINANCIAL STATEMENT
DECEMBER 31, 2007

Note E

Notes Payable and Line of Credit

Notes payable are comprised the following at December 31, 2007:

	<u>Amount</u>
Wachovia commercial loan, interest rate of 4.9% per annum. Monthly principal and interest payments of \$925 until maturity in January 2009. Secured by an automobile.	\$ 11,909
Note payable - AmeriMex, interest rate of 0% per annum. Balance is expected to be paid in full in various monthly installments by June of 2008	<u>714,046</u>
	<u>\$ 725,955</u>

Line of Credit:

The Company has a revolving line of credit agreement with a financial institution. The agreement provides for a revolving loan of \$250,000 and is secured by accounts receivable, inventory, and equipment. The revolving line of credit plus accrued interest matures in September 2008 and is subject to interest of Prime plus 1% per annum. The balance due on the line of credit at December 31, 2007 was \$22.

Note F

Commitments and Contingencies

Operating Leases:

The Company leases office space and office equipment under non-cancelable operating lease agreements expiring on various dates through February 2010.

GLOBAL CONNECTION INC. OF AMERICA
NOTES TO FINANCIAL STATEMENT
DECEMBER 31, 2007

Note F

Commitments and Contingencies (Continued)

At December 31, 2007, future minimum lease payments under non-cancelable operating leases were as follows:

<u>Year Ending December 31,</u>	<u>Amount</u>
2008	\$ 60,108
2009	15,108
2010	547
	<u>\$ 75,763</u>

Note G

Concentrations

Significant Vendor:

A significant vendor is defined as one from which the Company purchases 10% or greater of its total costs of sales. The accounts payable balance included approximately \$873,405 to one such vendor at December 31, 2007.

Note H

Related Party Transactions

Accounts Receivable - Related Parties:

The Company has a related party receivable of \$77,148 from a company with common ownership at December 31, 2007.

Prepaid Expenses:

At December 31, 2007, the Company had prepaid rent expenses with a company with common ownership relating to its lease of office space.

Note I

Subsequent Events

The Company's sole shareholder has a signed letter of intent, dated September 2007 with L6 Holdings Corporation, to sell a majority portion of the Company. The sales price will be determined based on and subject to certain measurements. The Company expects the sales transaction to occur in 2008.

Global Connection Inc. of America
Pro Forma Balance Sheet
December 31, 2007

ASSETS

	Pro Forma
<u>Current assets</u>	
Cash and cash equivalents	500,000
Accounts receivable- Trade	738,281
Accounts receivable- related parties	77,442
Other current receivables	2,115,648
Inventory, net	33,625
Prepaid expenses	569,288
Total current assets	<u>4,034,284</u>
<u>Property and equipment, at cost</u>	
Computer equipment	129,941
Furniture and fixtures	41,346
Machinery and equipment	274,714
Total property and equipment	446,001
Less accumulated depreciation	<u>(243,166)</u>
Total property and equipment, net	<u>202,835</u>
<u>Other assets</u>	
Customer lists, net	939,636
Goodwill	18,438,074
Security deposits	96,961
Total other assets	<u>19,474,671</u>
 Total assets	 <u><u>23,711,790</u></u>

LIABILITIES AND TOTAL STOCKHOLDER'S EQUITY

<u>Current liabilities</u>	
Accounts payable	1,578,558
Accrued liabilities	199,124
Deferred revenue	908,133
Notes payable-current portion	725,955
Line of credit	22
Total current liabilities	<u>3,411,790</u>
 Long-term debt	 10,000,000
 <u>Total stockholder's equity</u>	
Common stock, \$.01 par value; 10,300,000 shares authorized, issued and outstanding	103,000
Additional paid-in capital	10,197,000
Total stockholder's equity	<u>10,300,000</u>
 Total liabilities and stockholder's equity	 <u><u>23,711,790</u></u>