

SF-30 Modification PO-0001 of Contract GS-35F-0514S

The following Special Item Numbers are affected by this modification:

132 53

The Subject contract is hereby modified as follows:

- a) Item Addition(s)
 - New Products
 - New Manufacturer(s)
- b) Item Deletions: Equipment no longer in production but available for purchase until full inventory is exhausted.
- c) Price Reductions(s)
 - Permanent through end of contract period
 - Temporary from
- d) Economic Price Adjustment
- e) Other Changes(s): Novation Agreement

The above modification(s) are/is in accordance with the attached letter(s) from AMERICAN MESSAGING SERVICES, LLC Dated Aug 01, 2007.

AMERICAN MESSAGING SERVICES, LLC shall include the above changes as a supplemental pricelist and distribute it to the Government agencies which received the basic pricelist. Three (3) copies of the pricelist should be furnished to the Contracting Officer within fifteen (15) days from receipt of this document. Two (2) copies should be forwarded to the following address:

General Services Administration
National Customer Service Center (6FR)
1500 E. Bannister Road, Bldg. #4
Kansas City, MO 64131 - 3009

AMERICAN MESSAGING SERVICES, LLC shall upload all applicable changes to the GSA advantage! as soon as possible, but not later than 5 calendar days from the receipt of this document.

AMERICAN MESSAGING SERVICES, LLC shall submit within 10 calendar days from the receipt of this document, a notification to the Contracting Officer of the date which all applicable changes were uploaded to the GSA Advantage!.

Additional comments and/or provisions:

All other terms and conditions remain the same.

Novation Agreement

NETWORK SERVICES, LLC, a California limited liability company, (“Transferor”) with its principal office in El Segundo, CA; and **AMERICAN MESSAGING SERVICES, LLC** (“Transferee”), a Delaware limited liability company with its principal office in Lewisville, TX; and the United States of America (Government) enter into this Agreement as of January 8, 2007.

(a) The parties agree to the following facts:

(1) The Government, represented by a Contracting Officer of the General Services Administration, has entered into a contract with the Transferor, namely: GS-35F-0514S. The term “the contract,” as used in this Agreement, means the above contract and any purchase order thereunder, including all modifications, made between the Government and the Transferor before the effective date of this Agreement (whether or not performance and payment have been completed and releases executed if the Government or the Transferor has any remaining rights, duties, or obligations under this contract and purchase orders), as further defined herein. Included in the term “the contract” are also all modifications made under the terms and conditions of the contract and purchase orders between the Government and the Transferee, on or after the effective date of this Agreement.

(2) As of January 8, 2007 the Transferor has transferred to the Transferee substantially all the assets of the Transferor used to perform paging services (hereafter the “Paging Business”), by virtue of the consummation of the transactions contemplated under an Asset Purchase Agreement dated September 6, 2006 between the Transferor and the Transferee.

(3) The Transferee has acquired substantially all the assets of the Transferor used to perform the Paging Business, by virtue of the above transfer.

(4) The Transferee has assumed all obligations and liabilities of the Transferor under the contract by virtue of the above transfer.

(5) The Transferee is in a position to fully perform all obligations that may exist under the contract and orders thereunder.

(6) It is consistent with the Government’s interest to recognize the Transferee as the successor party to the contract and orders thereunder.

(7) Evidence of the above transfer has been filed with the Government.

(b) In consideration of these facts, the parties agree that by this Agreement—

(1) The Transferor confirms the transfer to the Transferee, and waives any claims and rights against the Government that it now has or may have in the future in connection with the contract.

(2) The Transferee agrees to be bound by and to perform the contract and each order in accordance with the conditions contained in the contract. The Transferee also assumes all obligations and liabilities of, and all claims against, the Transferor under the contract and orders as if the Transferee were the original party to the contract and orders.

(3) The Transferee ratifies all previous actions taken by the Transferor with respect to the contract and orders, with the same force and effect as if the action had been taken by the Transferee.

(4) The Government recognizes the Transferee as the Transferor's successor in interest in and to the contract and orders. The Transferee by this Agreement becomes entitled to all rights, titles, and interests of the Transferor in and to the contract and orders as if the Transferee were the original party to the contract and orders. Following the effective date of this Agreement, the term "Contractor," as used in the contract and orders, shall refer to the Transferee.

(5) Except as expressly provided in this Agreement, nothing in it shall be construed as a waiver of any rights of the Government against the Transferor.

(6) All payments and reimbursements previously made by the Government to the Transferor, and all other previous actions taken by the Government under the contract and orders, shall be considered to have discharged those parts of the Government's obligations under the contract and orders. All payments and reimbursements made by the Government after the date of this Agreement in the name of or to the Transferor shall have the same force and effect as if made to the Transferee, and shall constitute a complete discharge of the Government's obligations under the contract and orders, to the extent of the amounts paid or reimbursed.

(7) The Transferor and the Transferee agree that the Government is not obligated to pay or reimburse either of them for, or otherwise give effect to, any costs, taxes, or other expenses, or any related increases, directly or indirectly arising out of or resulting from the transfer or this Agreement, other than those that the Government in the absence of this transfer or Agreement would have been obligated to pay or reimburse under the terms of the contract or orders.

(8) The Transferor guarantees payment of all liabilities and the performance of all obligations that the Transferee—

- (i) Assumes under this Agreement; or
- (ii) May undertake in the future should this contract or orders be modified under their terms and conditions. The Transferor waives notice of, and consents to, any such future modifications.

(9) The contract and orders shall remain in full force and effect, except as modified by this Agreement. Each party has executed this Agreement as of the day and year first above written.

United States of America, U.S. General Services Administration

By _____
Title _____ Contracting Officer _____

NETWORK SERVICES, LLC, a California limited liability company,

By _____
Title MANAGING MEMBER

AMERICAN MESSAGING SERVICES, LLC, a Delaware limited liability company

By _____
Title CHAIRMAN & CHIEF EXECUTIVE OFFICER

Certificate

I, BRAD SCOTT, certify that I am the Secretary of **NETWORK SERVICES, LLC**, a California limited liability company, that BRAD SCOTT, who signed this Agreement for this corporation, was then PRESIDENT of this limited liability company; and that this Agreement was duly signed for and on behalf of this limited liability company by authority of its governing body and within the scope of its powers. Witness my hand this day of

6/4/2007
By _____

Certificate

I, BRIAN CLARK, certify that I am the Secretary of **AMERICAN MESSAGING SERVICES, LLC**, that J. ROY POSTLE, who signed this Agreement for this corporation, was then CHAIRMAN & CEO of this limited liability company; and that this Agreement was duly signed for and on behalf of this limited liability company by authority of its governing body and within the scope of its corporate powers. Witness my hand and the seal of this corporation this day of 26 JUNE 2007

By Brian Clark
[Corporate Seal]

- (i) Assumes under this Agreement; or
- (ii) May undertake in the future should this contract or orders be modified under their terms and conditions. The Transferor waives notice of, and consents to, any such future modifications.

(9) The contract and orders shall remain in full force and effect, except as modified by this Agreement. Each party has executed this Agreement as of the day and year first above written.

United States of America, U.S. General Services Administration

By _____

Title _____ Contracting Officer _____

~~NETWORK SERVICES, LLC~~, a California limited liability company,

By _____

Title MANAGING MEMBER & PRESIDENT

AMERICAN MESSAGING SERVICES, LLC, a Delaware limited liability company

By _____

Title _____

Certificate

I, BRAD SCOTT, certify that I am the Secretary of **NETWORK SERVICES, LLC**, a California limited liability company, that BRAD SCOTT, who signed this Agreement for this corporation, was then PRESIDENT of this limited liability company; and that this Agreement was duly signed for and on behalf of this limited liability company by authority of its governing body and within the scope of its powers. Witness my hand this day of

7/27/2007
By _____

Certificate

I, _____, certify that I am the Secretary of **AMERICAN MESSAGING SERVICES, LLC**, that _____, who signed this Agreement for this corporation, was then _____ of this limited liability company; and that this Agreement was duly signed for and on behalf of this limited liability company by authority of its governing body and within the scope of its corporate powers. Witness my hand and the seal of this corporation this day of _____ 20 ____.

By _____

[Corporate Seal]

CERTIFICATION

I, Brad Scott, the undersigned, hereby certify that I am the duly elected, qualified and acting Managing Member of Network Services, LLC (the "Company"), and am authorized to execute and deliver this Certification in the name and on behalf of the Company, and hereby further certify as follows:

The Company and American Messaging Services, LLC ("American Messaging") entered into an Asset Purchase Agreement dated September 6, 2006 (the "Purchase Agreement"), pursuant to which, among other things, American Messaging agreed to purchase certain paging assets and to assume certain paging liabilities, of the Company (the "Sale").

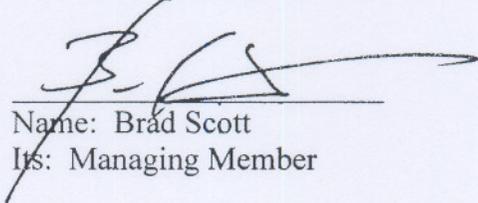
All of the members of the Company approved the transactions contemplated by the Purchase Agreement pursuant to a written consent of the members dated January 5, 2007 (the "Written Consent").

Attached hereto as Exhibit A is a true, correct and complete copy of the Written Consent, which consent has not been rescinded, superseded, amended or modified and is in full force and effect as of the date hereof.

There are no stockholders of the Company, and thus no approval of the stockholders was required to authorize the transactions contemplated by the Purchase Agreement or to approve the Sale.

IN WITNESS WHEREOF, I have duly executed this certificate as of this 27th day of July, 2007.

NETWORK SERVICES, LLC

By: 

Name: Brad Scott

Its: Managing Member

CERTIFICATION

I, Brian Clark, the undersigned, hereby certify that I am the duly elected, qualified and acting Secretary of American Messaging Services, LLC (the "Company"), and am authorized to execute and deliver this Certification in the name and on behalf of the Company, and hereby further certify as follows:

The Company and Network Services, LLC ("Network Services") entered into an Asset Purchase Agreement dated September 6, 2006 (the "Purchase Agreement"), pursuant to which, among other things, the Company agreed to purchase certain paging assets and to assume certain paging liabilities, of Network Services (the "Sale").

The sole member of the Company, American Messaging Services, Inc., acting through its board of directors, approved the transactions contemplated by the Purchase Agreement pursuant to a written consent of the board of directors dated August 29, 2006 (the "Written Consent").

Attached hereto as Exhibit A is a true, correct and complete copy of the Written Consent, which consent has not been rescinded, superseded, amended or modified and is in full force and effect as of the date hereof.

No approval of the stockholders of American Messaging Services, Inc. was required to authorize the transactions contemplated by the Purchase Agreement or to approve the Sale.

IN WITNESS WHEREOF, I have duly executed this certificate as of this 25th day of July, 2007.

AMERICAN MESSAGING SERVICES, LLC

By: Brian Clark

Name: Brian Clark

Its: Secretary

VERIFICATION

American Messaging Services, LLC and Network Services, LLC entered into an Asset Purchase Agreement dated September 6, 2006, pursuant to which, among other things, American Messaging agreed to purchase certain paging assets, and agreed to assume certain paging liabilities, including the contract rights and liabilities under the federal government contract identified as GS-35F-0514S and any purchase order there under, including all modifications made between the United States of America and Network Services prior to January 8, 2007.

In connection with that Asset Purchase Agreement American Messaging Services, LLC and Network Services, LLC agreed to transfer certain assets back to Network Services in a Bill of Sale dated June 4, 2007. Those assets (Exhibit A attached) are in no way essential to performing federal government contract GS-35F-0514S.

AMERICAN MESSAGING SERVICES, LLC

By: Brian Clark
Name: Brian Clark
Its: Secretary

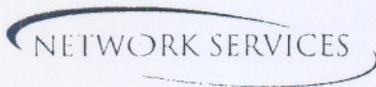
Exhibit A

Transferred Assets

The phone system at Network Services's El Segundo offices.

The phone numbers 310-615-6500 through 310-615-6599.

The domain name www.networkservices.net.



June 26, 2006

General Service Administration
Info Technology Acquisition Administration
1901 South Bell Street
Arlington, Virginia 22202

Reference: Solicitation FCIS-JB-980001B-REFRESH #17(Amendments 18 and 19)

Dear Ms. Vivian Fields:

This is Network Services, LLC's Final Proposal Revision for a GSA Information Technology Schedule Contract Award. Network Services LLC has read and reviewed Solicitation FCIS-JB-980001B-Refresh #17(Amendments 18 and 19) and takes no exceptions. Network Services LLC has included the Industrial Funding Fee of .75% in its best and final prices.

BASIS OF NEGOTIATIONS AND AWARD

Network Services, LLC agrees that the basis of negotiations for 132-53 (Wireless Services) will be predicated upon the following class of customer(s):

Class of Customers: Commercial End Users.

Government Discounts and Pricing – SIN 132-53

Network Services LLC acknowledges that GSA receives the best price from current Commercial End Users customers.

Discounts granted are from Network Services LLC's commercial price list, effective date January 1, 2006.

PRICELIST FORMAT - TERMS AND CONDITIONS

Network Services, LLC confirms that it has made no changes to GSA's terms and conditions as written in the solicitation.

Basic Discount: 40% to 75%

Prompt Payment Discount: Net 30

Quantity Discounts: None

FOB Point: FOB destination

Delivery: New accounts 30 days, replacements 48 hours

Credit Card Discount: None

Maximum Order: \$500,000

Warranty: Unlimited warranty on leased pagers unless they are lost or damaged beyond repair, defective units are replaced at no charge.

COMMERCIAL DISCOUNTS

Network Services, LLC hereby confirms that it does grant discounts to its commercial customers for the services listed on the attached spreadsheet.

Basic Discount: 21% to 72%

Prompt Payment None

Quantity Discounts: None

FOB Point: DHL shipping cost

Delivery: New accounts 30 days, replacements up to 5 working days

Credit Card Discount: None

Maximum Order: None

Warranty: Leased units are replaced if non-working. If there is damage to units or lost customer is billed for repair or replacement cost.

GSA FORM 72A REPORTS AND INDUSTRIAL FUNDING FEE

Network Services, LLC acknowledges that it understands and accepts the clauses entitled Contractor's Report of Sales and Industrial Funding Fee. The IFF of .75% will be added to the final price negotiated with GSA and will be the GSA price printed in the authorized IT Pricelist. Network Services LLC understands that .75% of sales under GSA contracts must be set aside for remittance to GSA on a quarterly basis.

Name, Address, and Telephone and Fax Numbers of Person Responsible for GSA Form 72A Reports:

Brent Hintergardt
Network Services, LLC
525 South Douglas Street Suite 250
El Segundo, CA 90245
Office 800-536-0700, fax 310-615-6558

Name, Address, Telephone and Fax Numbers of Person Responsible for the Industrial Funding Fee:

Brent Hintergardt
Network Services, LLC
525 South Douglas Street Suite 250
El Segundo, CA 90245
Office 800-536-0700, fax 310-615-6558

PRICE REDUCTION MONITORING

Network Services, LLC acknowledges agrees that any reduction in pricing or improvement is discounts/ratios and/or terms and conditions to Commercial End Users, will trigger an equal price reduction/discount or terms and conditions improvement for the Government in accordance with the Price Reductions Clause of the contract. Network Services LLC agrees to monitor and report price reductions in accordance with Clause C.28 of the contract. Network Services LLC agrees to notify the Contracting Officer if more favorable price reductions and/or terms and conditions are offered to any customer and make an equal adjustment to the prices and/or terms and conditions applicable to the Multiple Award Schedule contract.

COMMERCIAL PRACTICES

Network Services, LLC business practices have been fully disclosed to GSA and are current, accurate and complete as of the conclusion of negotiation. Network Services LLC acknowledges that no other customer is receiving a better discount than GSA.

TRAVEL

Any travel required by an ordering agency, in the performance of Information Technology Schedule under this contract, will be reimbursed by the ordering agency. Contractor travel will be in accordance with the Federal Travel Regulations, as applicable. Established Federal Government per diem rates will apply to contractor travel. In addition, the contractor shall not add the .75% Industrial Funding Fee onto any travel costs.

ECONOMIC PRICE ADJUSTMENT

In reference to Clause C.27, Economic Price Adjustment (GSAR 552.216-70), Network Services LLC agrees that the Economic Price Adjustment will be submitted under this clause after the first 12 months of the GSA Schedule 70 IT contract period. Subsequent adjustments will be made every 12 months thereafter throughout the life of the contract. Network Services LLC further agrees that the increase shall be submitted under this clause after the first 12 months of the GSA Schedule 70 IT contract period. Any modifications for price escalation must be submitted sixty (60) days prior to the end of each contract period.

CONCLUSION

Network Services, LLC acknowledges that all data submitted in response to Solicitation Number FCIS-JB-980001B-REFRESH #17(Amendments 18 and 19) and any additional information provided to the Government during the negotiation process is accurate, complete, and current. Network Services, LLC also understands that .75% of contract sales under the contract constitute the Industrial Funding Fee, which must be set aside for remittance to GSA on a quarterly basis.

This offer made to the Government is Network Services, LLC Final Proposal Revision.

Sincerely,



Brad Scott
President

**Network Services Commercial
2006 Schedule Pricing**

Section 1 One-Way Numeric Paging		NETWORK SERVICES LLC Commercial Pricing-Schedule B 2006 Pricing	
Line Number	Numeric Lease Rates - Equipment and Airtime Monthly Rates		
1000	Statewide leased numeric	Unlimited Calls	\$ 7.95
1001	Regional leased numeric varies by state and region	.25 over 200 calls	\$ 15.95
1002	Nationwide leased numeric	.25 over 200 calls	\$ 24.95
Numeric Coam Rates - Customer Owned and Maintained Monthly Rates			
1003	Statewide numeric COAM	Unlimited	\$ 5.95
1004	Regional COAM numeric varies by state and region	.25 over 200 calls	\$ 13.95
1005	Nationwide numeric COAM	.25 over 200 calls	\$ 22.95
Purchase Price of Numeric devices, Optional Features and Additional Services			
1006	Numeric Device	Purchase price	\$ 39.00
1007	Numeric Loss/Damage Protection Leased Unit	Monthly price/Deductible is \$15.00	\$ 2.00
1008	Number Loss/Damage Protection COAM unit	Monthly price/Deductible is \$15.00	\$ 2.00
1009	Personal Toll Free Number	Call allowance 200 pages per month	\$ 10.00
1010	Voicemail - Junior Pkg	10 messages/12 hr retention	\$ 1.00
1011	Voicemail - Basic Pkg	15 messages/24 hr retention	\$ 3.00
1012	Voicemail - Standard Pkg	20 messages/48 hr retention	\$ 5.00
1013	Voicemail - Business Pkg	25 messages/72 hr retention	\$ 10.00
1014	Voicemail Personal Greeting	Monthly rate	\$ 0.50
1015	Voicemail using Toll Free Number	.25 Over 200 calls	0.25
1016	Group Call	Unlimited	N/C
1017	Second Phone number	Unlimited	\$ 1.00
1018	Shipping and Handling - Ground	One time per order charge	\$ 5.95
1019	Shipping and Handling - 2nd Day	One time per order charge	\$ 25.00
1020	Shipping and Handling - Next Day	One time per order charge	\$ 40.00
Section 2 One Way Alpha-Numeric Paging			
Line Number	Alpha Numeric Lease Rates - Equipment and Airtime Monthly Rates		
2000	Statewide leased alpha numeric	Unlimited Calls	\$ 12.95
2001	Regional leased alpha numeric varies by state and region	50 text, overcalls .50, 200 pages overcalls .07	\$ 39.95
2002	Nationwide leased alpha numeric	50 text, overcalls .50, 200 pages overcalls .07	\$ 39.95
Alpha Numeric Coam Rates - Customer Owned and Maintained Monthly Rates			
2003	Statewide alpha numeric COAM	Unlimited	\$ 9.95
2004	Regional COAM alpha numeric varies by state and region	50 text, overcalls .50, 200 pages overcalls .07	\$ 35.95
2005	Nationwide alpha numeric COAM(2way)	50 text, overcalls .50, 200 pages overcalls .07	\$ 35.95

**Network Services Commercial
2006 Schedule Pricing**

Purchase Price of Alpha Numeric devices, Optional Features and Additional Services			
2006	Alpha Numeric Device	Purchase price	\$ 49.00
2007	Alpha Numeric Loss/Damage Protection Leased unit	Monthly price for leased unit/deductible is \$25.00	\$ 2.00
2008	Alpha Numeric Loss/Damage Protection COAM unit	Monthly price for COAM unit/deductible is \$25.00	\$ 2.00
2009	Personal Toll Free Number	Call allowance 200 pages per month	\$ 10.00
2010	Voicemail - Junior Pkg	10 messages/12 hr retention	\$ 1.00
2011	Voicemail - Basic Pkg	15 messages/24 hr retention	\$ 3.00
2012	Voicemail - Standard Pkg	20 messages/48 hr retention	\$ 5.00
2013	Voicemail - Business Pkg	25 messages/72 hr retention	\$ 10.00
2014	Voicemail Personal Greeting	Monthly rate	\$ 0.50
2015	Voicemail using Toll Free Number	.50 over 100 Messages over 250 Characters	0.50
2016	Group Call	Unlimited	N/C
2017	Second Phone number	Unlimited per month	\$ 1.00
2018	Mail Drops	News, Sports and weather info	N/C
2019	Email Address	Monthly price	N/C
2020	Paging Software	Desktop PC Software	N/C
2021	Paging Terminal	Alphamate or similar per month	\$ 25.00
2022	Operator Dispatch	Back up method to send pages per month	\$ 25.00
2023	Shipping and Handling - Ground	One time per order charge	\$ 5.95
2024	Shipping and Handling - 2nd Day	One time per order charge	\$ 25.00
2025	Shipping and Handling - Next Day	One time per order charge	\$ 40.00
Section 3	Two Way Nationwide Messaging and Wireless Email		
Line Number	Two Way Lease Rates - Equipment and Airtime Monthly Rates		
3000	Statewide leased Two Way	Unlimited Calls	\$ 39.95
3001	Regional leased Two Way varies by state and region	Unlimited Calls	\$ 39.95
3002	Nationwide leased Two Way	Unlimited Calls	\$ 39.95
	Two Way Coam Rates - Customer Owned and Maintained Monthly Rates		
3003	Statewide Two Way COAM	Unlimited	\$ 34.95
3004	Regional COAM Two Way varies by state and region	Unlimited	\$ 34.95
3005	Nationwide Two Way COAM	Unlimited	\$ 34.95
	Purchase Price of Two Way devices, Optional Features and Additional Services		
3006	Two Way Device	Purchase price	\$ 99.00
3007	Two Way Loss/Damage Protection for Leased unit	Monthly price for leased unit/deductible is \$50.00	\$ 3.00
3008	Two Way Loss/Damage Protection for COAM unit	Monthly price for COAM unit/deductible is \$50.00	\$ 3.00
3009	Personal Toll Free Number	Monthly price for 100 minutes	\$ 10.00

Network Services Commercial
2006 Schedule Pricing

3010	Voicemail - Junior Pkg	10 messages/12 hr retention	\$ 1.00
3011	Voicemail - Basic Pkg	15 messages/24 hr retention	\$ 3.00
3012	Voicemail - Standard Pkg	20 messages/48 hr retention	\$ 5.00
3013	Voicemail - Business Pkg	25 messages/72 hr retention	\$ 10.00
3014	Voicemail Personal Greeting	Monthly rate	\$ 1.00
3015	Voicemail using Toll Free number	0.25 over 250 calls	0.25
3016	Group Call	Unlimited	N/C
3017	Second Phone number	Unlimited	\$ 1.00
3018	Numeric Retrieval	Unlimited	\$ 1.00
3019	Mail Drops	News, Sports and weather info	N/C
3020	Email Address	Monthly price	N/C
3021	Paging Software	Desktop PC Software	N/C
3022	Paging Terminal	Alpha mate or similar per month	\$ 25.00
3023	Operator Dispatch	Back up method to send pages per month	\$ 25.00
3024	Shipping and Handling - Ground	One time per order charge	\$ 5.95
3025	Shipping and Handling - 2nd Day	One time per order charge	\$ 25.00
3026	Shipping and Handling - Next Day	One time per order charge	\$ 40.00