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June 1, 2001

Florida Public Service Commission  
Division of Administration  
2540 Shumard Oak Blvd.  
Gunter Building  
Tallahassee, Florida 32399-0850

010809 - TI

RE: Petition for Authority to Transfer Control of Single Billing Services, Inc. d/b/a Asian American Association to EAAA, Inc.

Dear Sir:

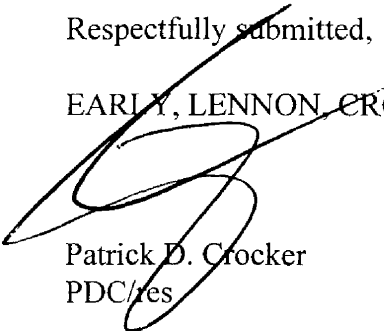
Enclosed herewith for filing with the Florida Public Service Commission, please find an original and six (6) copies of the petition of Single Billing Services, Inc. to transfer control of Single Billing Services, Inc. d/b/a Asian American Association to EAAA, Inc.

Also enclosed is an exact duplicate of this letter attached to a copy of the petition. Please stamp the duplicate received, and return same in the self-addressed, stamped envelope.

Should you have any questions or concerns relating to this matter, please contact the undersigned.

Respectfully submitted,

EARLY, LENNON, CROCKER & BARTOSIEWICZ, P.L.C.

  
Patrick D. Crocker  
PDC/res

DOCUMENT NUMBER-DATE

07004 JUN-5 2001

FPSC-REGGROSS/REPORTING

**BEFORE THE  
STATE OF FLORIDA  
PUBLIC SERVICE COMMISSION**

<b>Petition to Transfer Control of</b>	)	
<b>Single Billing Services, Inc. d/b/a</b>	)	<b>Docket No.</b>
<b>Asian American Association</b>	)	
<b>to EAAA, Inc.</b>	)	

**To the Commission:**

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**PETITION FOR AUTHORITY TO TRANSFER CONTROL**

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Single Billing Services, Inc. d/b/a Asian American Association ("SBS") and EAAA, Inc. ("EAAA"), by their attorney, hereby respectfully request the Florida Public Service Commission ("Commission"), *immediately* approve the transfer of control of SBS from its current shareholder, New Global Telecom, Inc. ("NGT") to EAAA through the sale of SBS' stock. SBS is currently certified to provide intrastate telecommunication services in Florida. SBS was authorized by the Commission to provide intrastate telecommunications services as a reseller effective May 10, 1999. The Petitioner requests expedited treatment of this petition in order to permit the consummation of the transaction without undue delay.

**THE PARTIES**

1. SBS, a Delaware corporation, is currently authorized as a reseller of intrastate interexchange telecommunication services in 44 states. SBS' address and phone number will continue as follows:

9550 Flair Drive  
Suite 409  
El Monte, CA 91731  
(626) 452-2161

2. EAAA is a corporation duly incorporated, validly existing and in good standing under the Laws of the State of Delaware. The principal office is located at:

1260 Huntington Dr.  
Suite 101  
South Pasadena, CA 91030

3. Questions about this application should be directed to Patrick D. Crocker:

Patrick D. Crocker  
Early, Lennon, Crocker & Bartosiewicz, P.L.C.  
900 Comerica Building  
Kalamazoo, MI 49007  
(616) 381-8844  
(616) 349-8525 (facsimile)

#### **TRANSFER OF CONTROL**

4. On April 18, 2001, EAAA and NGT entered into a Stock Purchase Agreement (the "Agreement") whereby EAAA will acquire 100 percent of the issued and outstanding capital stock of SBS. A copy of the Agreement is attached as **Exhibit A**.

#### **QUALIFICATIONS OF TRANSFEREE**

5. EAAA is financially qualified to acquire control of SBS and its business.

6. After the transaction SBS will continue to operate as it has in the past, using the same names, tariff, and operating authority. EAAA intends to retain all key SBS personnel, including certain senior management personnel. Thus, the transfer of ownership or control will be transparent to, and have no adverse impact upon the SBS customers.

#### **PUBLIC INTEREST**

7. The transfer of control of SBS from its current shareholder to EAAA is in the public interest. The addition of SBS to EAAA's other interests will enhance both EAAA and SBS' ability to compete in the market for telecommunications services in Florida and elsewhere. The Petitioners will benefit from increased economies of scale that will permit them to operate more efficiently and

thus to compete effectively.

8. In addition, SBS will have access to the financial resources it needs to introduce new products and services and to respond to competition in the competitive telecommunications environment in Florida. Over time, consumers in Florida will benefit from a greater number of products and service options, as well as lower prices offered by Petitioners.

**WHEREFORE**, SBS and EAAA respectfully requests that the Commission *immediately* authorize the transfer of control of SBS from its current shareholder to EAAA so that the transaction may proceed without undue delay.

Respectfully submitted,

**Single Billing Services, Inc.**  
**d/b/a Asian American Association**  
**EAAA, Inc.**

Dated: May 30, 2001

By: \_\_\_\_\_

Patrick D. Crocker  
EARLY, LENNON, CROCKER & BARTOSIEWICZ, P.L.C.  
900 Comerica Building  
Kalamazoo, Michigan 49007  
(616) 381-8844  
(616) 349-8525 (facsimile)

**EXHIBIT A**

**Stock Purchase Agreement**

03/28/2001

**STOCK PURCHASE AGREEMENT**

**BY AND BETWEEN**

**EAAA INC.**

**AND**

**NEW GLOBAL TELECOM, INC.**

**DATED AS OF April 18<sup>th</sup>, 2001**

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Exhibits and Schedules

Exhibit A	Form of Management Agreement
Exhibit B	Form of Promissory Note
Exhibit C	Form of Pledge Agreement
Exhibit D	Form of Proxy
Exhibit E	States
Exhibit F	WORLDWIDE Letter Agreement <i>ML</i>
Schedule A	Projected Balance Sheet-Stock Sale 03-31-01
Schedule 3.7	Contracts
Schedule 3.3	Permits
Schedule 3.9	Disputes
Schedule 3.14	Material Changes
Schedule 3.15	Consents
Schedule 3.13	Personal Property <i>ML</i>

*ML*

*ML*

**STOCK PURCHASE AGREEMENT**

THIS STOCK PURCHASE AGREEMENT, dated as of this <sup>18~~th~~</sup> day of April 2001 (the "Pre-Closing Date"), is made and entered into by and between NEW GLOBAL TELECOM, INC., a corporation organized and existing under the laws of the State of Delaware, (collectively, the "Seller"), and EAAA, INC., a corporation organized and existing under the laws of the State of Delaware (the "Buyer").

**RECITALS**

A. Single Billing Services, Inc., a company organized under the laws of the State of Delaware (the "Company"), currently has outstanding 1,000 shares of authorized and issued common stock, par value \$\_\_\_\_\_ per share (the "Shares").

B. The Seller owns all of the outstanding Shares.

C. The Seller desires to sell and transfer to the Buyer the Shares, and the Buyer desires to purchase the Shares from the Seller as more specifically provided herein.

NOV, THEREFORE, in consideration of the representations, warranties and agreements contained herein, and intending to be legally bound hereby, the Buyer and the Seller agree as follows:

**AGREEMENTS**

**ARTICLE 1.  
CERTAIN DEFINITIONS**

Capitalized terms used in this Agreement are used as defined in this Article 1 or elsewhere in this Agreement (such terms to be equally applicable to the singular and plural forms thereof).

"Agreement" shall mean this Agreement and the Exhibits and Schedules attached hereto as the same may be amended from time to time in accordance with the terms set forth herein.

"Buyer" shall have the meaning set forth in the introductory paragraph of this Agreement.

"Closing" shall mean the consummation of the transactions contemplated by this Agreement, which shall occur on the Closing Date.

"Closing Date" shall have the meaning set forth in Section 2.3 of this Agreement.

"Company" shall have the meaning set forth in the Recitals.

"Consent" shall mean a consent, license, approval, waiver, expiration of waiting period or authorization of, or registration or declaration with, any governmental authority, agency, bureau or commission, or any other Person.

"Contracts" shall mean any and all oral or written contracts, agreements, warranties, guaranties, undertakings, commitments, understandings, arrangements, leases, bonds, notes and other instruments, excluding any Permits.

"Damages" shall mean any and all damages (including incidental and consequential damages), losses, Liabilities, actions, claims or expenses, including reasonable attorneys' fees.

"Dispute" shall mean any claim, action, suit, disagreement, dispute, demand, arbitration or other proceeding brought or asserted by a Person against another Person.

"Encumbrances" shall mean any mortgage, imperfection of title, lien, pledge, option, security interest, claim, charge or other encumbrance or restriction of any kind whatsoever (whether contractual or otherwise).

"Financial Statements" shall have the meaning set forth in Section 3.5 of this Agreement.

"GAAP" shall mean the generally accepted accounting principles in United States applied on a consistent basis.

"Indemnifiable Claims" shall have the meaning set forth in Section 5.3(a) of this Agreement.

"Indemnified Party" shall have the meaning set forth in Section 5.3(a) of this Agreement.

"Indemnifying Party" shall have the meaning set forth in Section 5.3(a) of this Agreement.

"Intellectual Property Rights" shall mean (a) inventions (whether or not patentable), and all improvements thereto; (b) patents, patent applications and patent disclosures (including all reissuances, continuations, continuations-in-part, revisions, extensions and reexaminations thereof); (c) know-how and trade secrets; (d) trademarks, trade names, service marks, service names, copyrights and domain names; (e) software and firmware; and (f) other intellectual or proprietary property; including all copies and tangible embodiments of the information described in clauses (a)-(f) above.

"Judgments" shall mean any and all interim, provisional or final judgments, orders, directives, rulings, decisions, injunctions, decrees or awards of any national, local or foreign court, arbitrator or administrative or governmental authority, bureau or agency.

“Law” or “Laws” shall mean all laws (whether statutory or otherwise), rules and regulations of all governmental, judicial, legislative, executive, administrative or regulatory authorities (national, local, foreign or otherwise).

“Legal Requirements” shall mean any and all applicable (a) Laws, (b) Judgments, (c) Consents, decrees, approvals or other instruments of any national, state, municipal, departmental or foreign court, arbitrator, or administrative or governmental authority, bureau or agency, and (d) Permits.

“Liabilities” shall mean any and all liabilities, guarantees, obligations, debts, commitments or undertakings, whether disclosed or undisclosed, contingent or otherwise.

“Licensed Intellectual Property” shall mean Intellectual Property Rights that are held by the Company under a license granted by a third party.

“Management Agreement” shall mean the Management Agreement dated as of the Pre-Closing Date, in the form attached hereto as Exhibit A.

“Owned Intellectual Property” shall mean Intellectual Property Rights that are owned by the Company.

“Permits” shall mean any and all permits, authorizations, approvals, registrations, waivers, variances, concessions and licenses (a) under any (i) Laws or (ii) Judgments, with any national, state, municipal or departmental court, arbitrator or administrative or governmental authority, bureau or agency related to compliance with any matters described above or (b) granted by any national, state, municipal or departmental administrative or governmental authority, bureau or agency (whether domestic or foreign), or any other Person.

“Person” shall mean any individual, partnership, joint venture, firm, limited liability company, corporation, association, trust or other entity or any government or political subdivision or any agency, department or instrumentality thereof.

“Pledge Agreement” shall mean the Pledge Agreement between the Seller and the Buyer relating to the Shares and dated as of the Pre-Closing Date, in the form attached to this Agreement as Exhibit C.

“Pre-Closing Date” shall have the meaning set forth in the introductory paragraph of this Agreement.

“Proxy” shall mean the Proxy dated as of the Pre-Closing Date granting to the Buyer the right to vote the Shares, in the form attached to this Agreement as Exhibit D.

“Purchase Price” shall have the meaning set forth in Section 2.2 of this Agreement.

"Seller" shall have the meaning set forth in the introductory paragraph of this Agreement.

"Shares" shall have the meaning set forth in the Recitals.

"States" shall mean those states of the United States listed on Exhibit E attached to this Agreement.

"Tax," "Taxes" and "Taxation" shall mean (a) all taxes, assessments, levies, imports, duties, license fees, registration fees or other similar governmental or administrative charges including, without limitation, income taxes, franchise taxes, transfer taxes or fees, sales taxes, excise taxes, value added taxes, ad valorem taxes, withholding taxes, minimum taxes, social security or other employee-related taxes and contributions and any other charge or contribution whatsoever due or payable in connection with administrative or other public or public-related matters, and (b) any interest, penalties, fines or additions to tax imposed on a tax described in clause (a) hereof imposed by any national, local or foreign governmental agency or political subdivision.

"Third-Party Claims" shall have the meaning set forth in Section 5.2(b) of this Agreement

"Transaction Documents" shall mean the Management Agreement, the Note, the Pledge Agreement and the Proxy, and all Exhibits, Schedules and Annexes attached hereto and thereto.

**ARTICLE 2.  
PURCHASE AND SALE**

**Section 2.1 Purchase and Sale of the Shares.** Subject to the terms and conditions of this Agreement, the Pledge Agreement and the Proxy, at the Closing, the Seller shall sell, assign, transfer and deliver to the Buyer the Shares and the Buyer shall purchase and take delivery of the Shares from the Seller for the consideration specified in Section 2.2 of this Agreement.

**Section 2.2 Consideration.** In consideration of the sale of the Shares by the Seller, the Buyer shall provide to the Seller the following:

(a) One Dollar (\$1.00) paid by the Buyer to the Seller on the Pre-Closing Date

(b) The Buyer shall cause Worldcom, Inc. ("Worldcom") to irrevocably and permanently release the Seller from all its obligations under that certain Letter Agreement, dated May 12, 2000, a copy of which is attached hereto as Exhibit F (the "Letter Agreement"), including, without limitation, the Seller's obligations with respect to the Company's accounts payable to Worldcom.

(c) Buyer and Buyer's affiliates, shareholders, officers, directors, agents and other related persons (the "Buyer Representatives") shall, within three business days following the Pre-Closing Date, withdraw and cause to be dismissed all lawsuits against Seller or Seller's affiliate shareholders, officers, directors, agents and other related persons (the "Seller Representatives"). Buyer hereby waives, and shall cause the other Buyer Representatives to waive, all claims against Seller and the Seller Representatives that arose from actions or omissions of the Buyer or the other Buyer Representatives prior to the Pre-Closing Date. Buyer agrees, promptly following the request of the Seller, to execute such waivers and other instruments, if any, as may be required by the Seller to implement the waivers contemplated by this Section.

(d) The Buyer shall, by no later than April 30, 2001,, move all of the Company's one plus long distance accounts ("GX-ANIs") on which network wholesale usage is billed on Seller's Global Crossing carrier contract and Buyer shall pay Seller in full for all unpaid usage by customers of the Company associated with GX-ANIs.

(e) The Buyer hereby acknowledges that the liabilities of the Company are the liabilities of the Company and hereby releases the Seller from any and all liability associated therewith.

(f) The Seller acknowledges that this Agreement includes obligations not to compete as described in Section 6.4 below, and that part of the consideration being paid to it for its Shares also is consideration for its agreement to abide by the non-competition obligations contained in Section 6.4.

**Section 2.3 Closing.** The Closing Date shall occur automatically on the earlier of (a) the date on which the Purchasers receives necessary or required governmental and third party consents and approvals from (i) the Federal Communication Commission; and (ii) the public utility commission or other applicable regulatory agency in 75% of the states listed in Exhibit E., and (b) 120 days from the Pre-Closing Date. The Purchaser will use good faith and best efforts to obtain governmental and third party consents and approvals in a timely fashion.

**ARTICLE 3.  
REPRESENTATIONS AND WARRANTIES OF THE SELLER**

The Seller hereby represents and warrants to the Buyer as follows:

**Section 3.1 Organization and Standing.**

The Company is a corporation duly incorporated, validly existing and in good standing under the Laws of the State of Delaware with all requisite power and authority to conduct lawfully its present business.

**Section 3.2 Capitalization of the Company.** The Shares represent all of the authorized, issued and outstanding capital stock of the Company. The Company has no other capital stock of any kind authorized or issued, no issued securities convertible into or exchangeable for or carrying the right to acquire any equity security of the Company and no outstanding options, warrants or other agreements or commitments under which the Company is or may become obligated to issue any additional shares, options, or equity interests.

**Section 3.3 Authority.** The Seller has full power, right and authority to execute this Agreement and, as applicable, the Transaction Documents, and to perform all obligations hereunder and thereunder. The execution, delivery and performance of this Agreement and, as applicable, the Transaction Documents, by the Seller and the consummation by the Seller of the transactions contemplated hereby and thereby have been duly authorized by all necessary corporate action of the Seller. This Agreement and, as applicable, the Transaction Documents, have been duly and validly executed and delivered by the Seller, and constitute the legal, valid, binding and enforceable obligation of the Seller, subject to applicable bankruptcy, insolvency, fraudulent transfer, relief of debtors, reorganization, moratorium and other similar laws affecting creditors' rights generally and subject, as to enforceability, to general principles of equity (regardless of whether enforcement is sought in a proceeding at law or in equity).

**Section 3.4 Subsidiaries.** The Company does not (a) own or control any common stock or other securities of any other Person, or (b) have the power, directly or indirectly, to vote or direct the voting of sufficient securities to elect a majority of the directors, officers, managers or other management of any Person.

**Section 3.5 Financial Statements.** The Seller has delivered to the Buyer the unaudited balance sheet (schedule A) of the Company for the period ended April 18, 2001 (the "Financial Statements"). The Financial Statements have been prepared in accordance with GAAP, are true and accurate in all material respects, and set out accurately and correctly in all material respects all assets, and Liabilities (unless otherwise disclosed to Seller) of the Company as of April 18, 2001.

**Section 3.6 Taxes.** Except as set forth in Schedule 3.6 or otherwise disclosed to the Buyer, to the knowledge of the Seller, the Company has filed all Tax returns and reports that are required to be filed by Law and, to the knowledge of the Seller, has paid all Taxes that have become due, and made adequate provision for the payment of all Taxes that will become due, under applicable foreign, federal, state or local governmental Law with respect to the periods for which such returns and reports were filed. To the knowledge of the Seller, the Company has not received any notice of any additional assessments since the date of such returns and reports, and has a good faith reason to believe that there will not be any additional assessments.

**Section 3.7 Contracts.** Except as set forth in Schedule 3.7 or otherwise disclosed to the Buyer, to the knowledge of the Seller, all material Contracts are valid, binding and enforceable by the Company in accordance with their respective terms and



the Company is not in default in any material respect (or in default in such a way as to allow termination by the other party) under any of such Contracts and, to the knowledge of the Seller, there is no basis for any valid claim of default or violation under any Contract. To the knowledge of the Seller, no other party to any of such Contracts is in default in any material respect thereunder nor does there exist any event or condition, which upon the giving of notice or the lapse of time or both, would (a) constitute a default in any material respect or event of default thereunder or (b) entitle any other party thereto to terminate such Contract.

**Section 3.8 Permits.** Except as set forth in Schedule 3.8; (a) the Company has all Permits material for the operation of its business; and (b) to the knowledge of the Seller no proceeding or other legal action to modify, suspend, revoke, withdraw, terminate or otherwise limit any such Permit is pending or threatened.

**Section 3.9 Disputes.** Except as set forth on Schedule 3.9 or otherwise disclosed to the Buyer, there is no Dispute pending or, to the knowledge of the Seller, threatened against the Company or made by the Company against any other Person (a) which, if adversely resolved, is reasonably likely to have a material adverse effect on the assets, business, operations, prospects or condition (financial or otherwise) of the Company, or (b) with respect to which there is a reasonable likelihood of a determination which will prevent the Seller from consummating the transactions contemplated by this Agreement or the Transaction Documents.

**Section 3.10 Employee Matters.** Except as set forth on Schedule 3.10, the Company is not bound by or subject to any written or oral, express or implied, contract, commitment or arrangement with an employee or labor union, and no labor union has requested or, to the knowledge of the Company, has sought to represent any of the employees, representatives or agents of the Company. There is no strike or other labor dispute involving the Company pending, or, to the knowledge of the Seller, threatened, which could have a material adverse effect, nor is the Seller aware of any labor organization activity involving the Company's employees.

**Section 3.11 Employee Benefit Plans.** The Company does not have or contribute to any Employee Benefit Plan as defined in the Employee Retirement Income Security Act of 1974, as amended.

**Section 3.12 Intellectual Property Rights.**

(a) All Owned Intellectual Property is fully owned and, where applicable, validly registered in the name of the Company, free and clear of all Encumbrances. To the knowledge of the Seller, there exist no challenges to the validity or enforceability of, or the right of the Company to use or otherwise exploit, the Owned Intellectual Property. To the knowledge of the Seller, none of the Owned Intellectual Property is (i) being infringed upon or appropriated by others or (ii) subject to any outstanding judgment affecting the scope of the free and unrestricted use of the Owned Intellectual Property by the Company.



(b) To the knowledge of the Seller, all rights to Licensed Intellectual Property have been granted pursuant to valid and enforceable license agreements. The Seller and the Company have no knowledge of any challenges to the validity or enforceability of, or the right of the Company to use or otherwise exploit, the Licensed Intellectual Property pursuant to the applicable license agreements.

**Section 3.13 Personal Property.** Except as set forth on schedule 3.13, the Company has good title or valid leasehold interests, in each instance free and clear of any Encumbrances (except for any Encumbrances reflected in the Financial Statements), to the owned or leased tangible personal property and assets used by it in its business.

**Section 3.14 Material Changes.** Except as set forth on Schedule 3.14 or on the Financial Statements, or otherwise disclosed to the Buyer to the knowledge of the Seller, (a) there have been no changes in the business, operations, assets or Liabilities of the Company which, individually or in the aggregate, has had a material adverse effect on the business, operations, assets or condition (financial or otherwise) of the Company; (b) the Company has carried on its business in the ordinary and usual course; (c) the Company has not suffered any casualty which resulted in damage, destruction or loss (whether or not covered by insurance) and having a material adverse affect on the business, operations, assets, prospects or condition (financial or otherwise) of the Company. Except as set forth on Schedule 3.14, to the knowledge of the Seller, none of the events described in this Section 3.14 is reasonably likely to occur after the Closing Date.

**Section 3.15 Consents.** Except as set forth on Schedule 3.15, no Consent is required to be obtained or made by the Seller or the Company, in connection with the execution, delivery, and performance of this Agreement and the other Transaction Documents to which they are a party and the enforceability of their respective obligations under this Agreement and the Transaction Documents and the transactions contemplated hereby and thereby.

**Section 3.16** The parties hereby acknowledge and agree that all assets of the call center located in Guadalajara, Mexico ("FiestaTel, S.A. de CV") are not part of the assets of SHS and SBS has no claims or rights against, or any amounts owed from, FiestaTel, S.A. de CV and Buyer shall not assert any such a claim.

**Section 3.17 No Further Representations.** Except as specifically set forth in this Article 3, the Seller makes no further representations or warranties with regard to the Shares or the Company or its business, its assets or Liabilities.

#### ARTICLE 4. REPRESENTATIONS AND WARRANTIES OF THE BUYER

The Buyer represents and warrants to the Seller as follows:

**Section 4.1 Organization and Standing.** The Buyer is a corporation validly existing and in good standing under the laws of the State of Delaware and has all requisite power and authority to perform its obligations under this Agreement.

**Section 4.2 Authority.** The Buyer has full power, right and authority to execute this Agreement and the Transaction Documents to which it is a party and to perform its obligations hereunder and thereunder. The execution, delivery and performance of this Agreement and the Transaction Documents to which it is a party by the Buyer and the consummation by the Buyer of the transactions contemplated hereby and thereby have been duly authorized by all necessary corporate action by the Buyer. This Agreement and, as applicable, the Transaction Documents, have been duly and validly executed and delivered by the Buyer and, assuming due authorization, execution and delivery of this Agreement and, as applicable, the Transaction Documents, by the Seller, constitutes the legal, valid, binding and enforceable obligation of the Buyer, subject to applicable bankruptcy, insolvency, fraudulent transfer, relief of debtors, reorganization, moratorium, and other similar laws affecting creditors' rights generally and subject to principles of public policy and general principles of equity (regardless of whether enforcement is sought in a proceeding at law or in equity).


**Section 4.3 Consents of the Buyer.** No Consent is required to be made or obtained by the Buyer in connection with the execution, delivery, performance and enforceability of this Agreement or the Transaction Documents to which it is a party or the transactions contemplated hereby or thereby and the enforceability of the Buyer's obligations under this Agreement and the transactions contemplated hereby, other than those the failure of which to be made or obtained, individually or in the aggregate, would not be reasonably likely to have a material adverse effect on the Buyer or the ability of the Buyer to consummate the transactions contemplated by this Agreement and the Transaction Documents.

## ARTICLE 5. INDEMNIFICATION

### Section 5.1 Indemnification by the Seller.

(a) From and after the Pre-Closing Date, the Seller shall indemnify and hold the Buyer harmless from and against any and all Damages incurred by the Buyer, or by the Company, resulting from (i) breaches of any representation, warranty or covenant of the Seller hereunder, and (ii) any violation of any Legal Requirement by the Seller (with regard to the transactions contemplated in this Agreement) or the Company prior to the Pre-Closing Date.

(b) The Buyer and the Seller agree that any obligation of the Seller to indemnify the Buyer under this Agreement shall not accrue until the amount of Damages suffered by the Buyer in the aggregate exceeds Two Hundred Thousand Dollars (\$200,000.00), whereafter the Seller shall be liable to indemnify the Buyer for all Damages suffered by the Buyer, including the initial Two Hundred Thousand Dollars (\$200,000.00);



**Section 5.2 Indemnification by the Buyer.** From and after the Pre-Closing Date, the Buyer shall indemnify and hold harmless the Seller and its officers, directors, employees and agents from and against any and all Damages incurred by the Seller or its officers, directors, employees and agents resulting from (a) breaches of any representation, warranty or covenant of the Buyer hereunder, (b) any violation of any Legal Requirement by the Buyer (with regard to the transactions contemplated in this Agreement) or the Company from and after the Pre-Closing Date, (c) any and all Taxes, pension and social security obligations relating to the business, employees, income, properties, operations or actions of the Company occurring on or after the Pre-Closing Date, and (d) any and all actions taken by the Buyer and the Company and their respective officers, directors, employees and agents pursuant to the Management Agreement and the Proxy.


**Section 5.3 Claims.**

(a) In the event that the Buyer or the Seller (as applicable, the "Indemnified Party") shall elect to claim a right to indemnification under this Agreement, the Indemnified Party shall give prompt written notice to the other party (or applicable, the "Indemnifying Party") of the nature of the event, matter or proceedings in connection with which the Indemnified Party would be entitled to claim indemnification from the Indemnifying Party under this Agreement ("Indemnifiable Claim"), which written notice shall set forth the nature of the Indemnifiable Claim and the factual basis therefor.

(b) The respective obligations and liabilities of the parties hereto regarding Indemnifiable Claims resulting from claims made by third parties ("Third-Party Claims") shall be subject to the following terms and conditions:

(i) The Indemnified Party shall give the Indemnifying Party prompt written notice of any Third-Party Claims. If the Indemnified Party fails to give such prompt notice to the Indemnifying Party, then the Indemnified Party shall not forfeit its Third-Party Claims except to the extent that the Indemnifying Party has been prejudiced thereby.

(ii) Upon notice from the Indemnified Party, the Indemnifying Party may, but shall not be required to, assume the defense of any such Third-Party Claims, including its compromise or settlement, in which the outcome would give rise to a claim for indemnification hereunder, and the Indemnifying Party shall pay all reasonable costs and expenses incurred by it in connection therewith and shall be fully responsible for the outcome thereof. The Indemnifying Party shall give prompt notice to the Indemnified Party as to its intention to assume the defense of any such Third-Party Claims within ten Business Days after the date of receipt of the Indemnified Party's notice in respect of such Third-Party Claims. No compromise or settlement in respect of any Third-Party Claims may be effected by the Indemnifying Party without the Indemnified Party's prior consent (which consent shall not be unreasonably withheld) unless the sole relief is monetary damages that are paid in full by the



Indemnifying Party, and such monetary damages will be fully paid by the Indemnifying Party.

(iii) The Indemnifying Party shall have no liability with respect to any compromise or settlement thereof effected without its prior consent (which consent shall not be unreasonably withheld). If the Indemnifying Party does not, within ten Business Days after the Indemnified Party's notice is given, give notice to the Indemnified Party of its assumption of the defense of the Third-Party Claims, the Indemnifying Party shall be deemed to have waived its rights to control the defense thereof; provided, however, that the Indemnifying Party shall be entitled to participate, at its own cost and expense, in the defense of such Third-Party Claims and the Indemnified Party shall fully cooperate with the Indemnifying Party in respect of the defense of such Third-Party Claims. If the Indemnified Party assumes the defense of any Third-Party Claim in accordance with this Section 5.3(b), then the Indemnifying Party shall pay all reasonable costs and expenses of such defense.

## ARTICLE 6.

### CERTAIN COVENANTS AND AGREEMENTS OF THE SELLER AND THE BUYER

#### Section 6.1 Access and Information.

(a) The Seller and the Company shall provide the Buyer and its representatives after the date of execution of this Agreement with full access, during regular business hours and upon reasonable advance notice, to the properties, books and records and employees of the Company and shall furnish, or cause to be furnished, to the Buyer any financial and operating data and other information with respect to the business and properties of the Company as the Buyer shall from time to time reasonably request. From the date hereof to the Pre-Closing Date, the Seller and the Company shall promptly notify the Buyer concerning any material changes that may occur affecting the business of the Company.

(b) Any such information provided or obtained pursuant to this Section 6.1 shall be held in the strictest confidence and, in the event the transactions contemplated by this Agreement are not consummated, shall be returned to the Seller or the Company or destroyed in accordance with, and pursuant to, Section 9.3 of this Agreement.

**Section 6.2 Expenses.** All costs and expenses incurred in connection with this Agreement and the transactions contemplated hereby (including fees and disbursements of accountants and attorneys) shall be paid (a) by the Seller, if such costs or expenses are incurred by the Seller, and (b) by the Buyer, if such costs or expenses are incurred by or on behalf of the Buyer.

**Section 6.3 Further Assurances.** If at any time after the Closing Date any further action is necessary or desirable in good faith to carry out the purposes of this Agreement, the proper officers or directors of the Buyer or the Seller, as the case may be, shall execute and deliver any further instruments or documents and take all such necessary action that may reasonably be requested of them without any further consideration or the necessity to incur any further expenses except as provided herein.

**Section 6.4 Non Competition.** For a period of three (3) years after the Pre-Closing Date, the Seller shall not, within the United States, engage in any business

or activity that competes directly with the Company in the Asian American ethnic retail voice communications business.

**Section 6.5 Consents and Permits.** From and after the Pre-Closing Date, the Buyer shall, and shall cause the Company to, use its best efforts to obtain in a timely fashion and at the sole cost and expense of the Buyer all necessary and required Consents and Permits from the states of the United States (including, but not limited to, the States) in order for the Company to continue its present business after the consummation of the transaction contemplated in this Agreement.

## **ARTICLE 7. CONDITIONS TO THE PURCHASE AND SALE**

**Section 7.1 Conditions to the Purchase and Sale Relating to the Buyer.** The obligation of the Buyer to consummate the purchase of the Shares and to consummate the other transactions contemplated on and as of the Pre-Closing Date as contemplated by this Agreement and the Transaction Documents shall be subject to the satisfaction of or waiver in writing by the Buyer on or prior to the Pre-Closing Date 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 as of the Pre-Closing Date, and each of the covenants and agreements of the Seller to be performed on or prior to the Pre-Closing Date shall have been performed in all material respects;

(b) Each of the Management Agreement and the Pledge Agreement shall have been fully executed and delivered to the Buyer;

(c) The Seller shall have delivered to the Buyer the Proxy;

(d) The Board of Directors and the shareholders of the Buyer shall have approved the transactions contemplated in this Agreement and the Transaction Documents; and

(e) The Seller shall receive the consent of its lender as disclosed in Schedule 3.15 and shall have the lender remove its security interest in the assets of SBS and release its stock pledge of the shares of SBS.

**Section 7.2 Conditions to the Purchase and Sale Relating to the Seller.** The obligations of the Seller to consummate the sale of the Shares and to consummate the other transactions contemplated hereby on and as of the Pre-Closing Date as contemplated by this Agreement and the Transaction Documents shall be subject to the satisfaction of or waiver in writing by the Seller on or prior to the Pre-Closing Date of each of the following conditions:

(a) Each of the representations and warranties of the Buyer contained in this Agreement shall be true and correct in all material respects as of the Pre-Closing Date, with the same effect as though such representations and warranties had been made on and as of the Pre-Closing Date and each of the covenants and agreements of the Buyer to be performed on or prior to the Pre-Closing Date shall have been performed in all material respects;

(b) Each of the Management Agreement and the Pledge Agreement shall have been fully executed and delivered to the Seller;

(c) The Board of Directors and the shareholders of the Seller shall have approved the transactions contemplated in this Agreement and the Transaction Documents;

(d) The Seller shall have received confirmation that the cash portion of the Purchase Price required to be paid on the Pre-Closing Date has been paid into the account designated by the Seller; and The Seller shall have received a release from Worldcom of all of the Seller's obligations under the Letter Agreement and such other obligations of the Seller to Worldcom as relate to the Company.

**ARTICLE 8.  
AMENDMENT AND WAIVER**

**Section 8.1 Amendment and Modification.** This Agreement and any of the terms contained herein may only be amended or modified by the Seller and the Buyer in writing.

**Section 8.2 Waiver.** No waiver of any provision hereunder shall be valid unless the same shall be in writing and signed by the Buyer and the Seller. No waiver of any of the provisions of this Agreement shall be deemed to or shall constitute a waiver of any other provision hereof. No delay on the part of any party hereto in exercising any right power or privilege hereunder shall operate as a waiver thereof.

**ARTICLE 9.  
TERMINATION**

**Section 9.1 Grounds for Termination.** This Agreement may be terminated at any time prior to the Pre-Closing Date:

(a) by written agreement of the Buyer and the Seller; and

(b) by either the Buyer or the Seller, if there shall have been a material breach of any representation or warranty set forth in this Agreement on the part of the Buyer, in the case of termination by the Seller, or on the part of the Seller, in the case of termination by the Buyer, and such breach shall not have been cured prior to the Pre-Closing Date.



**Section 9.2 Effect of Termination.** Termination of this Agreement pursuant to this Article 9 shall terminate all obligations of the parties hereto except for the obligations under Sections 6.1, 9.2 and 10.2; provided, however, that termination pursuant to Section 9.1(b) shall not relieve the defaulting or breaching party hereunder from any liability to the other party hereto resulting from the default or breach hereunder of such defaulting or breaching party occurring prior to the date of termination.

**Section 9.3 Return of Information.** If for any reason whatsoever the sale and purchase of the Shares pursuant to this Agreement is not consummated, the Buyer (and its agents including accountants and attorneys) shall promptly destroy or return to the Seller and the Company, all books, records and documents (including all copies, if any, thereof) furnished by the Seller and the Company or any of their respective agents, employees, or representatives.

#### **ARTICLE 10. MISCELLANEOUS**

**Section 10.1 Survival.** The representations and warranties made by the parties each to the other in or pursuant to this Agreement shall survive and expire nine (9) months after the Pre-Closing Date and shall cease to be of any further force or effect thereafter, except with respect to any claims relating to any representations, warranties with respect to which timely written notice specifying, in reasonable detail, the nature and amount of claims has been given by the Buyer to the Seller or by the Seller to the Buyer, as the case may be, prior to such expiration, which shall survive until such claims finally are resolved.

**Section 10.2 Public Disclosure.** Each of the parties to this Agreement hereby agrees with the other parties hereto that, except as may be required to comply with applicable Law, no press release or similar public announcement or communication should be made or caused to be made concerning the execution or performance of the Agreement unless specifically approved in advance and in writing by the Buyer and the Seller.

**Section 10.3 Assignment.** This Agreement may not be assigned by any party hereto without the prior written consent of the other party, and any such assignment shall be void and of no force or effect. This Agreement shall be binding upon and inure to the benefit of successors of the parties hereto.

**Section 10.4 Entire Agreement.** This Agreement, together with the Annexes, Exhibits and Schedules attached hereto, (a) constitutes the entire agreement and supersedes all prior agreements and understandings, both written and oral, between the Parties with respect to the subject matter hereof and (b) is not intended to and shall not be construed to confer upon any Persons other than the Parties hereto any rights or remedies hereunder.



**Section 10.5 Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado without regard to its principles regarding conflicts of law. The parties irrevocably submit to the exclusive jurisdiction of the federal courts of the United States and the state courts of Colorado located in Denver, Colorado, with respect to any Dispute initiated under this Agreement. THE PARTIES HERETO HEREBY IRREVOCABLY WAIVE ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, SUIT, PROCEEDING, CLAIM OR COIUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT.

**Section 10.6 Counterparts; Facsimile.** Where permitted by local law, this Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall be considered one and the same instrument This Agreement may be executed and delivered via facsimile.

**Section 10.7 Section Headings.** The section and article headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

**Section 10.8 Notices.** All notices hereunder and any legal process shall be deemed given by a party hereto if in writing and delivered personally or by facsimile transmission (with confirmation by hand delivery or courier) or by registered or certified mail (return receipt requested) to the other party at the following address for such party (or at such other address as shall be specified by like notice):

If to the Seller to:

New Global Telecom, Inc.  
1600 Jackson Street  
Golden, CO 80401  
Fax: 303-278-0728  
Attn: General Counsel

if to the Buyer, to:

David Mi  
1200 Huntington Dr., Suite 101  
South Pasadena, CA 91030

with copies to:

\_\_\_\_\_  
\_\_\_\_\_

Any notice given by mail or facsimile transmission shall be effective when received.



**Section 10.9 Illegality.** In case any provision in this Agreement shall be invalid, illegal or unenforceable, to the extent permitted by applicable Law, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

**Section 10.10 Knowledge of the Seller.** For purposes of this Agreement, any statement made by the Seller on the basis of its "knowledge" is made on the basis that the Seller has, in order to establish that the statement is true, complete and not misleading in any material respect, made all reasonable inquiries of the officers, managers and other key persons employed by the Company who could reasonably be expected to have information relevant to the matters to which the statement relates.

**Section 10.11 No Third Party Beneficiaries.** This Agreement is intended to be solely for the benefit of the parties hereto and is not intended to confer any benefits upon, or create any rights in favor of, any Person other than the parties hereto.

**Section 10.12 Construction and Representation by Counsel.** The parties hereto represent that in the negotiation and drafting of this Agreement they have been represented by and relied upon the advice of counsel of their choice. The parties affirm that their counsel have had a substantial role in drafting and negotiation of this Agreement and, therefore, the rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any exhibit or schedule attached hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

**THE SELLER:**

**THE BUYER:**

NEW GLOBAL TELECOM, INC.

EAAA INC.

By: [Signature]  
Name: Richard C. Gray  
Title: Vice CEO

By: [Signature]  
Name: David M.  
Title: V.P.

**EXHIBIT A**  
**FORM OF**  
**MANAGEMENT AGREEMENT**

**EXHIBIT B**  
**FORM OF PROMISSORY NOTE**

**EXHIBIT C**  
**FORM OF PLEDGE AGREEMENT**

**EXHIBIT D**  
**FORM OF PROXY**


## Schedule A

**Projected Balance Sheet - Stock Sale  
@ April 18, 2001**

<u>Description</u>		<u>Amount</u>
<b>ASSETS</b>		
Cash		\$600,000
Accounts Receivable – Direct	\$725,000	
Less: Bad Debt Reserve	<u>(\$50,000)</u>	
Net Direct A/R		\$675,000
Accounts Receivable - LEC	\$1,500,000	
Less: LEC Reserve	(\$320,000)	
Less: Bad Debt Reserve	<u>(\$110,000)</u>	
Net LEC A/R		\$1,070,000
Prepaid Expenses		<u>\$8,317</u>
Net Current Assets		\$2,353,317
Furniture and Equipment	\$18,365	
Computers - Hardware & Software	\$574,357	
Accumulated Depreciation	<u>(\$134,567)</u>	
Net Fixed Assets		\$458,155
Deposits		\$25,553
Deferred Federal Income Taxes		\$700,000
Deferred State Income Taxes		\$150,000
<b>Total Assets</b>		<b>\$3,687,025</b>
<b>LIABILITIES</b>		
Accounts Payable		\$150,000
Accounts Payable - Snyder		\$200,294
Accounts Payable - Worldcom		\$1,167,000
Accounts Payable - Global Crossing		\$140,000
Capital Leases - Current Portion		\$216,318
Accrued Payroll/Taxes (Including Severance Contracts)		0
Accrued Interest - Boxley/Gold		\$30,000

Telecommunications Tax Payable	\$62,228
SCHEDULE A – Continued	
USF Tax Reserve	\$1,700,000
Total Current Liabilities	\$3,665,840
Capital Leases - Long Term Portion	\$98,579
Notes Payable - East West Bank	\$5,810
Notes Payable - Boxley	\$90,000
Notes Payable - Gold	\$957,500
Notes Payable - RMH	\$339,372
Total Long-Term Liabilities	\$1,491,261
Total Liabilities	\$5,157,101

Office Lease SBS has an office lease liability with ABC Management Company, L.P. ending June 30, 2004. The monthly rent is \$20,979.40 with a 3% increase each year.



**SCHEDULE 3.7**

**CONTRACTS**

Lead Database Agreement:	Asian American Association gave 30 notice of termination of the Lead Database Agreement on February 16, 2001.
ABC Management Company:	SBS is in default of Payment on office leases
Gold Note:	SBS is in default of Payment
Boxley Note:	SBS is in default of Payment
East West Bank Note:	SBS is in default of Payment





**EXHIBIT E**

**STATES**

Alabama
Arizona
Arkansas
California
Colorado
Connecticut
Delaware
D.C.
Florida
Georgia
Hawaii
Idaho
Illinois
Indiana
Iowa
Kansas
Kentucky
Maine
Massachusetts
Michigan
Minnesota
Mississippi
Missouri
Montana
Nebraska
Nevada
New Hampshire
New Jersey
New York
North Carolina
North Dakota
Ohio
Oklahoma
Oregon
Pennsylvania
South Carolina
Texas
Utah
Vermont
Virginia
Washington
West Virginia
Wisconsin
Wyoming

*RLG*

*[Handwritten mark]*

### SCHEDULE 3.8

#### PERMITS

SBS d.b.a. Asian American Association - States with No Authority to Transact Business	
	Authority Telecommunications
Alaska	NO
Louisiana	NO
Maryland	NO
New Mexico	NO
Rhode Island	NO
South Dakota	NO
Tennessee	suspended
SBS d.b.a. FiestaTel - States with No Authority to Transact Business	
	Authority Telecommunications
Alaska	NO
Alabama	NO
Arkansas	NO
Connecticut	NO
Delaware	NO
D.C.	NO
Florida	NO
Georgia	NO
Hawaii	NO
Indiana	NO
Iowa	NO
Kansas	NO
Kentucky	NO
Louisiana	NO
Maine	NO
Maryland	NO
Massachusetts	NO
Michigan	NO
Minnesota	NO
Mississippi	NO
Missouri	NO
Montana	NO
Nebraska	NO
Nevada	NO
New Hampshire	NO
New Jersey	NO
New Mexico	NO
New York	NO

**Continue Schedule 3.8**

North Carolina	NO
North Dakota	NO
Ohio	NO
Oklahoma	NO
Pennsylvania	NO
Rhode Island	NO
South Carolina	NO
South Dakota	NO
Tennessee	NO
Vermont	NO
Virginia	NO
West Virginia	NO
Wisconsin	NO
Wyoming	NO

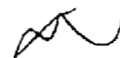
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### SCHEDULE 3.9

#### DISPUTES

- Lead Data Base Agreement: Claims SBS is in default of payment for fees totaling \$50,594.85
- SBS Claims Asian American Association overcharged SBS by \$109,460 for services not direct related to the cost necessary to generate leads.
- Foley & Lardner: Claims SBS may be liable in the amount of \$276,924 for fees incurred by Shih related companies.
- RMH Teleservices: Claims SBS is liable for debts and obligations of Asian American Telemarketing to RMH totaling \$361,178 either by assumption or as a result of successor liability.
- Helen Shih: Filed a legal complaint against SBS and claims was denied access to personal property after employment termination.
- ABC Management Company, L.P.: Filed a legal complaint against SBS for non-payment of rent for office leases.
- LOS Communications: Filed a legal complaint against Asian American Association and claims violation of Section 258 (Slamming) of the Communication Act of 1934, as amended by the Telecommunications Act of 1996; Conversion; Unfair Competition; Intentional Interference with Prospective Economic Advantage; and Interference with Contractual Relationship
- Bill Cosent.no Claims SBS owes \$6000 for services rendered.
- SBS SBS was found liable of non-payment of rent to ABC Management Company, L.P. and might receive an eviction notice in the near term



**SCHEDULE 3.10**  
**EMPLOYEE MATTERS**

**SCHEDULE 3.13**  
**PERSONAL PROPERTY**

Capital Source Finance, LLC has a security interest in all assets of SBS and the Seller has pledged all its stock to Capital Source Finance, LLC.



### SCHEDULE 3.15

#### CONSENTS

The Seller has to get the consent from Capital Source Finance, LLC



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EXHIBIT - F

6929 North Lakewood Avenue  
Tulsa, OK 74117

1 of 4

May 12, 2000

Richard Grange,  
President & CEO  
New Global Telecom, Inc.  
1600 Jackson St., Suite 300  
Golden, CO 80401

**Confidential**

Dear Sir:

Reference is made to that certain letter agreement by and between New Global Telephone, Inc. ("NGT"), MCI WorldCom Network Services, Inc. ("WCOM") and Bryan L. Engle, as Receiver (the "Receiver") of Single Billing Services, Inc. ("SBS"), and the Summary of Terms and Conditions for Acquisition of Debt Held by MCI WorldCom Network Services, Inc. (the "Debt Purchase") dated May 2, 2000 (the "Term Sheet"). Reference is further made to the Telecommunications Service Agreement, dated June 18, 1999, between SBS and WCOM and identified as TSA#777-990601 ("TSA"), the Carrier Digital Services Agreement dated as of May 11, 1999 by and between WCOM and SBS (the "DSA"), the Program Enrollment Terms by and between WCOM and SBS dated as of June 18, 1999 (the "PET"), and the Payment and Escrow Agreement by and between WCOM and SBS dated as of June 18, 1999 (the "P&E Agreement", and collectively, with the TSA, the DSA, and the PET, as the same may have been modified, supplemented or amended from time to time, the "Services Agreements"). All undefined capitalized terms used herein shall have the meanings ascribed to such terms in the Term Sheet or the Service Agreements, in that order, unless the context clearly requires otherwise. In consideration, and conditioned upon consummation of, the Debt Purchase, WCOM agrees to amend the Service Agreements as follows:

**MEMORANDUM OF UNDERSTANDING**

1. Effective as of April 1, 2000, WCOM will provide NGT or SBS, as the case may be, Switched Service, Interexchange Service and Ancillary Service (collectively, "Services"), pursuant to the terms and conditions of the Service Agreements, as amended by this Memorandum of Understanding ("MOU").
2. The Service Term, as defined in the Service Agreements, will expire on the earlier of March 1, 2001 or the date the NGT satisfies its obligations to WCOM under the Debt Purchase (the "Satisfaction Date").
3. The Customer's Minimum Revenue Commitment shall be \$0.00. As of the Pre-Close date SBS is not required to maintain, on a take-or-pay basis, Monthly Revenue of at least \$3,000,000. Furthermore, SBS will not be held responsible nor is obligated to pay for the "Deficiency Charge" as defined in Section 3 of the PET.
4. SBS or NGT, as the case may be, shall have net 30 day payment terms under the Service Agreements.
5. As of the Pre-Closing Date, NGT agrees to assume direct payment liability to WCOM for monthly usage and other charges incurred under the Service Agreements, commencing as of 00:00:00 a.m. on April 1, 2000 (as reflected on WCOM's invoice to SBS dated as of May 1, 2000).

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Mr. Richard Grange  
May 12, 2000  
Page 2 of 3

6. Effective April 1, 2000, rates for certain Domestic 1+ and Toll Free and International 1+ Services will be modified to those rates set forth in Attachment I to this MOU.

7. As of the Pre-Closing Date, the financing provisions of Section 8 of the PET will be of no further force or effect, provided that the obligations of SBS to WCOM being purchased by NGT pursuant to the Debt Purchase will not be affected.

8. The P&E Agreement shall be modified to provide that SBS or NGT, as the case may be, shall be entitled to 100% of the Funds in the Escrow Account, provided that if NGT or SBS, as the case may be, defaults under the Service Agreements or the documents evidencing the Debt Purchase, as the case may be, upon one business day's written notice to the Escrow Agent and NGT by WCOM, 100% of the Funds in the Escrow Account shall be disbursed by the Escrow Agent to WCOM until the obligations of SBS and NGT to WCOM are paid in full.

9. As of the Pre-Closing Date, the requirements provisions of Section 9 of the PET will be modified to provide that only the existing SBS traffic on the WCOM network will remain on the WCOM network through the Satisfaction Date.

10. WCOM will engage in periodic pricing reviews with NGT for the purpose of maintaining comparable pricing with the rates WCOM otherwise offers to its similarly situated wholesale customers.

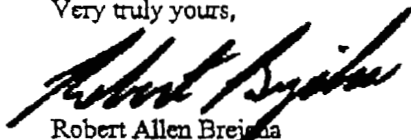
11. The provisions of Section 11 of the PET will be modified to provide for thirty (30) days with respect to delivery to WCOM of unaudited financial statements of SBS and NGT.

12. After the Pre-Closing, the parties will make such other changes to the Service Agreements, and any other agreements, between SBS and WCOM in accordance with the express provisions of this MOU in order to effectuate the intent and purposes of and to carry out the terms expressly contemplated in this MOU.

13. This Memorandum of Understanding shall only be effective if on or before 3:00 p.m., Central Time on Friday, May 12, 2000, the Debt Purchase is consummated and this MOU is executed by NGT.

We believe the foregoing reflects the terms applicable to our service arrangements. If you have any questions or comments on the content of this memorandum, please call me at (918) 590-4204.

Very truly yours,



Robert Allen Breigma  
Vice President

cc: David F. Myers  
Robert S. Vetter  
Thomas Traccy  
Robert P. Simons, Esq. (by facsimile)  
Many Emamzadeh, Esq. (by facsimile)



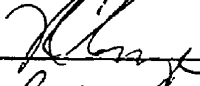


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Mr. Richard Grange  
May 12, 2000  
Page 3 of 3

APPROVED AND ACCEPTED THIS 17 DAY OF MAY, 2000, INTENDING TO BE LEGALLY BOUND HEREBY:

NEW GLOBAL TELECOM, INC.

By:   
Print Name: Richard C Grange  
Title: Pres, CFO





**CONFIDENTIAL**

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## ATTACHMENT 1

<b>Domestic</b>	
<b>Classic Switchless Service</b>	
<b>1+ and Toll Free Domestic</b>	<b>CPM</b>
CA - INTRASTATE	0.0375
TX - INTRASTATE	0.0850
NY - INTRASTATE	0.0665
INTERSTATE	0.0460
CANADA (1+ from Contiguous US)	0.0490
<b>International</b>	
<b>Classic Switchless Service</b>	
<b>(1+)</b>	
CHINA	0.1700
VIETNAM	0.6600
SOUTH KOREA	0.0750
MANILA	0.1700
CHINA MOBILE	0.4100
PHILIPPINES	0.1525
JAPAN	0.0750
TAIPEI	0.0750
TAIWAN	0.0800
JAPAN MOBILE	0.3630
PHI MOBILE	0.3300
HONG KONG	0.0638
SO KOREA MOBILE	0.3000
HONG KONG MOBILE	0.2626
TOKYO	0.0575
AUSTRALIA	0.1000
THAILAND	0.2500
INDIA	0.5000
MALAYSIA	0.1100
UK MOBILE	0.3332
INDONESIA	0.3000
FRANCE	0.0600
GERMANY	0.0600
MEXICO	0.1500
PAKISTAN	0.5135
UNITED KGDM	0.0500

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