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**JUN 16 2008**

**SOUTH DAKOTA PUBLIC  
UTILITIES COMMISSION**

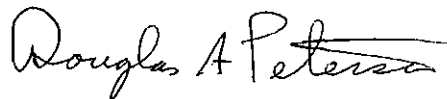
Patricia Van Gerpen, Executive Director  
South Dakota Public Utilities Commission  
500 E Capitol Ave  
Pierre, SD 57501

Dear Patricia,

We have included a Letter of Credit Docket No. TC07-090 Inmate Calling Solutions.

If you have any questions please give us call. (605) 399-0990.

Sincerely,



Douglas A Peterson  
SVP-Commercial Loan Officer  
909 ST Joseph Street, Suite 101  
Rapid City, SD 57701

FIRST NATIONAL BANK  
909 St. Joseph Street Suite 101  
Rapid City, SD 57701

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**SOUTH DAKOTA PUBLIC  
UTILITIES COMMISSION**

Irrevocable Standby Letter of Credit Number 276

**Issue Date: June 18, 2008**  
**Beneficiary: South Dakota Public Utilities Commission**  
**Capitol Building, 1<sup>st</sup> Floor**  
**500 East Capitol Avenue**  
**Pierre, South Dakota 57501**

At the request and for the account of Inmate Calling Solutions, LLC ("Applicant"), we hereby establish our irrevocable Standby Letter of Credit Number 276 in favor of South Dakota Public Utilities Commission ("Beneficiary"), in the aggregate amount of Twenty Five Thousand United States Dollars (**US\$25,000.00**) available with us at our above office by payment of your draft(s) drawn on us at sight accompanied by Beneficiary's signed and dated statement worded as follows:

"You are hereby notified, the undersigned hereby certifies, that the undersigned is an official designated and duly authorized by the South Dakota Public Utilities Commission ("Commission") acting as custodian for the benefit of Inmate Calling Solutions, LLC's South Dakota customers to deliver this notice and that (i) claim(s) have been presented by South Dakota customer(s) against Inmate Calling Solutions for failure to provide pre-paid telecommunications services; and/or (ii) there is a reasonable basis for the Commission to believe that Inmate Calling Solutions is insolvent or has defaulted or is threatening to default on one or more obligations to provide services to South Dakota customers for which they have pre-paid."

This letter of credit expires at our above office on June 18, 2009 but shall be automatically extended, without written amendment, to June 18 in each succeeding calendar year unless we have sent written notice to you at your address above by registered mail or express courier that we elect not to renew this letter of credit beyond the date specified in such notice, which expiration date will be June 18, 2009 or any subsequent June 18 and be at least thirty (30) calendar days after the date we send you such notice. Upon our sending you such notice of the non-extension of the expiration date of this Letter of Credit, you may also draw under this Letter of Credit by presentation to us at our above address, on or before the expiration date specified in such notice, of your draft drawn on us at sight accompanied by your signed and dated statement worded as follows with the instructions in brackets therein complied with:

"The undersigned an authorized representative of South Dakota Public Utilities Commission ("Beneficiary") of First National Bank . Letter of Credit No. 276 (the "Bank Credit") hereby certifies that Beneficiary has received written notification from First National Bank that the Bank Credit will not be extended past its current expiration date. The undersigned further certifies that (i) as of the date of this statement, Beneficiary has not received a letter of credit or other instrument acceptable to the Beneficiary as a replacement to the Bank Credit; and (ii) Beneficiary has not released Inmate Calling Solutions, LLC from its obligations to Beneficiary."

Partial drawings are permitted and each draft must be marked: "Drawn under (insert bank name). Letter of Credit Number 276 dated June 18, 2008", and also each draft must be accompanied by the original of this Letter of Credit for our endorsement on this Letter of Credit of our payment of such draft.

If any instructions accompanying a drawing under this Letter of Credit request that payment is to be made by transfer to an account with us or at another bank, we and/or such other bank may rely on an account number specified in such instructions even if the number identifies a person or entity different from the intended payee.

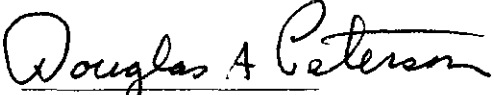
This Letter of Credit is subject to the Uniform Customs and Practice For Documentary Credits (2007 Revision), International Chamber of Commerce Publication No. 600 (the "UCP"), and engages us in accordance therewith.

As to matters not covered by the UCP, this Letter of Credit shall be subject to and governed by the laws of South Dakota and any legal action taken in connection with this Letter of Credit shall be brought in South Dakota.

We agree that all drafts drawn under and in compliance with the terms of this Letter of Credit will be duly honored upon presentation to us at our above office. This Letter of Credit may not be cancelled or revoked without Beneficiary's consent.

Very truly yours,

**First National Bank**

By:   
Name: Douglas A. Peterson  
Title: Sr. Vice President