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(1926 - 1992)

May 10, 2002

Helen Helton  
Executive Director  
Kentucky Public Service Commission  
211 Sower Blvd  
Frankfort, KY 40601

RECEIVED  
MAY 10 2002  
PUBLIC SERVICE  
COMMISSION

RE: Petition for Authority to Acquire Certain Assets of Erbia Network, Inc.

Dear Ms. Helton:

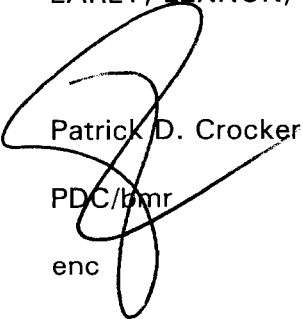
Enclosed herewith for filing with the Commission, please find an original and three (3) copies of the Petition for Authority for Special Accounts Billing Group, Inc. to Acquire Certain Assets of Erbia Network, Inc.

Also enclosed is a duplicate of this letter attached to a copy of the Petition. Please stamp the duplicate and return same in the postage-paid envelope.

Please contact the undersigned should you have any questions or concerns.

Very truly yours,

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

  
Patrick D. Crocker

PDC/bmr

enc

**Before the  
PUBLIC SERVICE COMMISSION  
OF THE STATE OF KENTUCKY**

Petition for Authority to                    )  
Acquire Certain Assets of                ) Docket No.  
Erbia Network, Inc.                        )

**JOINT PETITION FOR APPROVAL TO ACQUIRE ASSETS  
AND REQUEST FOR EXPEDITED APPROVAL**

NOW COMES Special Accounts Billing Group, Inc. ("SABG") and Erbia Network, Inc. ("EN") by and through their attorneys Early, Lennon, Crocker & Bartosiewicz, P.L.C., pursuant to the rules and regulations of the Kentucky Public Service Commission ("Commission"), and hereby jointly request that the Commission approve the acquisition by SABG of a certain portion of the subscriber base of EN and to grant such relief on an expedited basis to allow for the consummation of the transaction without undue delay. For the reasons set forth below, the parties request the Commission to grant such approval immediately. SABG and EN provide the following in support of this request:

I.     The Parties

A.     Special Accounts Billing Group, Inc.

SABG is a corporation organized under the laws of the State of Illinois with principal offices located at McLean, Virginia. SABG holds authorization under Section 214 of the Communications Act of 1934, as amended, to provide domestic interstate and international telecommunications service, and is authorized to provide intrastate, interexchange service in 45 states, including the State of Kentucky. A copy of SABG's applicable intrastate tariff is on file with the Commission.

The principal office of SABG is located at:

Suite 300  
1483 Chain Bridge Road  
McLean, VA 22101

Please direct any questions concerning SABG and this application to:

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

B. Erbia Network, Inc.

EN is a corporation organized under the laws of the State of Delaware whose principal offices are located at McLean, Virginia. EN is authorized under Section 214 of the Communications Act of 1934, as amended, to provide domestic interstate and international telecommunications service, and is authorized to provide intrastate, interexchange service in 48 states, including the State of Kentucky. A copy of EN's applicable intrastate tariff is on file with the Commission.

The principal office of EN is located at:

7901 Ariel Way  
McLean, VA 22102

Please direct any questions concerning EN to:

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

II. The Transaction

Pursuant to an Asset Purchase Agreement executed June 20, 2001, EN has agreed to sell to SABG, and SABG has agreed to purchase (a) the right to provision certain EN telecommunications customers (hereinafter "EN Customers") with telecommunications and ancillary services; (b) the right to receive payments from EN Customers; and (c) the right to receive accounts receivable for such EN Customers. A copy of the Asset Purchase Agreement is attached hereto as **Exhibit A**.

III. Public Interest Considerations

The transaction contemplated by the Asset Purchase Agreement will serve the public interest by enabling SABG to achieve increased economies of scale and compete more effectively in the telecommunications marketplace. More effective competition will ultimately lead to lower prices and the availability of more products and services to the public.

The acquisition of the EN Customer base will also benefit EN's existing customers directly. The acquisition of the EN Customer base by SABG will enable these subscribers to continue to receive high-quality telecommunications service at affordable rates without interruption.

Thus, the public will benefit both directly, through the availability of, and access to, an active carrier of the competitive services, and indirectly, because of the presence of an active competitor in this market will increase the incentives for other telecommunications providers to operate more efficiently, offer more innovative services, reduce their prices, and improve their quality of service. The customers of SABG and EN rely on these companies for high quality, affordable intrastate service. Upon approval of this transaction, SABG will provide notice to the EN Customers, and assure them of SABG's commitment to continue the provision of high quality, affordable services pursuant to the company's filed tariff. As such, the

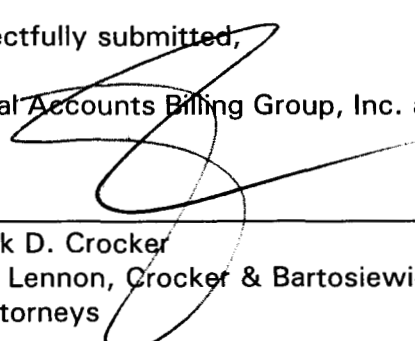
transaction will not cause inconvenience or confusion to SABG or the EN Customers. Indeed, the transaction will be virtually transparent to SABG and the EN Customers in terms of the services that they receive. A copy of the sample notice of the transfer appears as **Exhibit B** attached hereto.

SABG certifies that it continues to have the necessary managerial and financial resources to provide the public with quality telecommunications service throughout the state. After the consummation of the transaction, SABG will continue to be led by a team of well-qualified managers comprised of its existing personnel. SABG expects that the ample managerial, technical and financial expertise of this managerial team will enable SABG to continue providing high quality service to its existing customers and those of EN, as well as to expand its customer base. The proposed acquisition will therefore promote competition in the Kentucky services market and serve the public interest.

WHEREFORE, SABG and EN respectfully requests that the Commission authorize the sale of assets from EN to SABG. In addition, the Parties respectfully request expedited processing of this Joint Petition so that the transaction my proceed without undue delay.

Respectfully submitted,

Special Accounts Billing Group, Inc. and Erbia Network, Inc.



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By: Patrick D. Crocker  
Early, Lennon, Crocker & Bartosiewicz, P.L.C.  
Its Attorneys

**EXHIBIT A**

**ASSET PURCHASE AGREEMENT**

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## ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "Agreement") is made as of this 20<sup>th</sup> day of June, 2001, by and among (i) ERBIA NETWORK, INC., a Delaware corporation ("Seller"), (ii) ERBIA, INC., a Delaware corporation ("EI"), (iii) FGC, INC. a Delaware corporation ("FGC"), (iv) GLOBALINX, INC., a Delaware corporation ("Buyer"), and (v) ORION TECHNOLOGIES, INC., a Nevada corporation ("Orion").

WHEREAS, Seller is in the business of providing telecommunications services as an Integrated Communications Provider, including long distance, local toll and Internet services (the "Business");

WHEREAS, Seller is a wholly-owned subsidiary of EI and EI has incurred significant liabilities on behalf of the Business;

WHEREAS, FGC is a telecommunications consulting firm owning or leasing some of the premises or assets such as office space, computer equipment and furniture being sold, assigned or transferred to Buyer;

WHEREAS, Seller, EI and FGC desire to sell, assign and transfer to Buyer, and Buyer desires to acquire from Seller, EI and FGC, certain of the assets of the Business, and Seller, EI and FGC desire to assign to Buyer, and Buyer desires to assume, certain liabilities of Seller, EI and FGC relating to the Business, all in accordance with the terms and subject to the conditions set forth in this Agreement.

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

1. Sale of Assets. At the Closing (as defined in Section 9 hereof), Seller shall sell, assign, transfer and convey to Buyer, and Buyer shall acquire from Seller, all right, title and interest of Seller in and to those assets of Seller as defined and set forth on Exhibit A-1 attached hereto (the "Seller Assets"). In addition, at the Closing, (a) EI shall sell, assign, transfer and convey to Buyer, and Buyer shall acquire from EI, all right, title and interest of EI in and to those assets of EI as defined and set forth on Exhibit A-2 attached hereto (the "EI Assets") and (b) FGC shall assign to Buyer, and Buyer shall acquire from FGC, all right, title and interest of FGC in and to those assets of FGC as defined and set forth on Exhibit A-3 attached hereto (the "FGC Assets" and, collectively with Seller Assets and EI Assets, the "Assets").

2. Assumption of Liabilities. At the Closing, Buyer shall assume and agree to pay, discharge and perform (a) those liabilities and obligations of Seller set forth on Exhibit B-1 attached hereto (the "Seller Assumed Liabilities"), (b) those liabilities and obligations of EI set forth on Exhibit B-2 attached hereto (the "EI Assumed Liabilities")

and (c) those liabilities and obligations of FGC set forth on Exhibit B-3 attached hereto (the "FGC Assumed Liabilities" and, collectively with the Seller Assumed Liabilities and the EI Assumed Liabilities, the "Assumed Liabilities"). Except for the Assumed Liabilities and except as otherwise set forth in this Agreement, Buyer shall not assume any other liabilities or obligations of Seller, EI or FGC, whether absolute, contingent or otherwise.

3. Purchase Price. The purchase price payable to Seller by Buyer for the Assets shall consist of the following:

(a) At the Closing, Buyer shall deliver or cause Orion to deliver to Seller three hundred thousand (300,000) shares of the Common Stock, par value 0.01 per share ("Common Stock"), of Orion (the "Initial Shares"). Of these shares a total of hundred and seventy five thousand (175,000) shares of the Common Stock of Orion will be held in reserve by Orion on behalf of Seller and transferred, per request from the Seller, to the agents as identified in Section 10(e) and certain Seller creditors for Seller's settling of other outstanding liabilities.

(b) If, based on the average closing price of a share of the Common Stock of Orion for the last ten (10) trading days immediately preceding the six (6)-month anniversary of the date of Closing, the value of the Initial Shares (the "Six Month Stock Value") is less than One Million Dollars (\$1,000,000), then Buyer will deliver or cause Orion to deliver to Seller that number of shares of Common Stock of Orion equal to (i) One Million Dollars (\$1,000,000) minus the Six Month Stock Value, (ii) multiplied by fifty percent (50%), (iii) divided by the average closing price of a share of Common Stock of Orion for the ten (10) trading days immediately preceding the six (6)-month anniversary of the date of Closing (the "Additional Six Month Shares").

(c) If Orion is required to deliver the Additional Six Month Shares and if, based on the average closing price of a share of Common Stock of Orion for the ten (10) trading days immediately preceding the one (1)-year anniversary of the date of Closing, the value of the Initial Shares and the Additional Six Month Shares is less than One Million Dollars (\$1,000,000) (the "One Year Stock Value"), then Buyer will deliver or cause Orion to deliver to Seller that number of shares of Common Stock of Orion equal to (i) One Million Dollars (\$1,000,000) minus the One Year Stock Value, (ii) divided by the average closing price of a share of Common Stock of Orion for the ten (10) trading days immediately preceding the one year anniversary of the date of Closing (the "Additional One Year Shares" and, collectively with the Initial Shares and the Additional Six Month Shares, the "Shares").

(d) In addition to the foregoing consideration set forth in this Section 3, beginning on the fifteenth (15<sup>th</sup>) day of the fourth (4<sup>th</sup>) month following the date of Closing and on the fifteenth (15<sup>th</sup>) day of each month thereafter through and including the fifteenth (15<sup>th</sup>) month after the Closing (i.e., twelve (12) total months), Buyer will pay as a commission override (the "Override") to Seller three percent (3%) of the billed monthly revenue for the prior month attributable to Seller's customer base (but excluding those

accounts set forth on Exhibit C) (the "Additional Purchase Price" and, collectively with the Shares, the "Purchase Price").

(e) By its signature to this Agreement, Orion agrees that it shall be fully liable, as a primary co-obligor, for the payment of (i) the Purchase Price to Seller and (ii) the Assumed Liabilities, and that it shall take all actions as shall be necessary to assure that all portions of the Purchase Price are paid to Seller as and when due, including, without limitation, the issuance and delivery to Seller of the Shares and all portions of the Assumed Liabilities are paid to third parties as and when due.

(f) All references in this Agreement to the Initial Shares, the Additional Six Month Shares, the Additional One Year Shares and the closing price of a share of Common Stock of Orion shall be adjusted, as appropriate, to take into account any stock split, stock dividend, or other change in the capital structure of Orion.

(g) At Closing, certain Promissory Note (the "Promissory Note") dated 20<sup>th</sup> of April, 2001 by the Seller to Orion at the sum of Two Hundred Fifty Thousand dollars (\$250,000) shall be replaced with a new Promissory Note as set forth on Exhibit D

4. Representations and Warranties of Seller, EI and FGC. To induce Buyer and Orion to enter into this Agreement and to consummate the transactions contemplated by this Agreement, Seller, EI and FGC, jointly and severally, represent and warrant to Buyer and Orion, as of the date hereof and as of the Closing Date, the following:

(a) Seller, EI and FGC each is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware.

(b) The execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby have been authorized by all requisite corporate action on the part of each of Seller, EI and FGC. Each of Seller, EI and FGC has full corporate power, authority and legal right to enter into this Agreement and to consummate the transactions contemplated hereby, subject to any required consents of governmental agencies and third parties contemplated by this Agreement. This Agreement has been duly executed and delivered by each of Seller, EI and FGC and is a legal, valid and binding obligation of each of Seller, EI and FGC enforceable against each of Seller, EI and FGC in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting the enforcement of creditors' rights in general.

5. Representations and Warranties of Buyer and Orion. To induce Seller, EI and FGC to enter into this Agreement and to consummate the transactions contemplated by this Agreement, Buyer and Orion, jointly and severally, represent and warrant to Seller, EI and FGC, as of the date hereof and as of the Closing Date, as follows:

(a) Buyer is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware and Orion is a corporation duly organized, validly existing and in good standing under the laws of the State of Nevada.

(b) The execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby have been authorized by all requisite corporate action on the part of each of Buyer and Orion. Each of Buyer and Orion has full corporate power, authority and legal right to enter into this Agreement and to consummate the transactions contemplated hereby. This Agreement has been duly executed and delivered by each of Buyer and Orion and is a legal, valid and binding obligation of each of Buyer and Orion enforceable against each of Buyer and Orion in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting the enforcement of creditors' rights in general.

(c) Exhibit E attached hereto sets forth, with respect to Orion, its Certificate of Incorporation (the "Charter") and the number of authorized, issued and outstanding shares of its capital stock. Orion shall transfer to Seller the rights in the Common Stock of Orion as set forth in the Charter. All of the Shares to be issued to Seller hereunder will, upon their issuance, (i) have been duly authorized and validly issued and be fully paid and non-assessable, (ii) be issued in compliance with all applicable state and federal laws and (iii) not be issued in violation of any preemptive rights or rights of first refusal of any person or entity.

6. Status of Assets. Buyer and Orion acknowledge and agree that the Assets are being sold on an "As Is, Where Is, with All Faults" basis, and except as otherwise expressly provided herein, all warranties (whether written or oral, expressed or implied) in regard to merchantability, fitness for a particular purpose, sufficiency, condition, design, operation, maintenance, value or otherwise with respect to the Assets are expressly excluded. In furtherance of the foregoing, and anything in this Agreement to the contrary notwithstanding, Buyer and Orion represent and warrant that they have entered into this Agreement on the basis that:

(a) They have conducted or will conduct their own investigations of the Business and the title to the Assets;

(b) They have and shall be deemed to have (i) inspected the Assets, satisfied themselves with respect to the Assets and all matters and things connected with or in any way related to the Assets and (ii) relied entirely upon their own investigations and inspections in entering into this Agreement and accepting the Assets;

(c) The Assets are being purchased as they will exist at their location at the time of the Closing, and no adjustments to the Purchase Price or modification of any term or provision of this Agreement or any of its Exhibits shall be made or allowed to Buyer or Orion due to (i) the condition, value, quantity or quality of the Assets at the Closing or (ii) any change in condition, value, quantity or quality of the Assets;

(d) Seller, EI and FGC have made no representations, warranties, statements or promises and have not agreed to any condition with respect to the Business or the Assets, whether statutory, express or implied, oral or written, legal, equitable, conventional, collateral or otherwise, all of which are expressly excluded, as to:

(i) title, including, without limitation, the existence, validity, recordation, enforceability or priority of any mortgages, charges, liens, encumbrances, security interests, claims or demands of whatsoever nature or kind affecting or in any way relating to any or all of the Assets;

(ii) the existence, condition, merchantability, description, fitness for any particular purpose or use, suitability, durability, marketability, condition, quantity or quality thereof of any or all of the Assets; or

(iii) any other matter or thing whatsoever in respect of any or all of the Business or the Assets.

(e) Buyer and Orion represent that they have had full and complete access to and have inspected and are fully familiar with the Business and the Assets and hereby covenant and agree, pursuant to the terms of this Agreement, to accept the same "As Is, Where Is, with All Faults" at the time of the Closing. Seller, EI and FGC have not made, and are not willing to make, any representations or warranties with respect to the Business or the Assets, including, but not limited to, representations or warranties as to the physical condition of the Assets, the compliance of the Assets with applicable regulations or permits, the income derived, or potentially to be derived from the Business or the Assets, sufficiency of the Business or the Assets for any purpose, the expenses to be incurred, or potentially to be incurred, in connection with the Business or the Assets, the operation of the Business or the Assets or taxes due and owing, or potentially due and owing in connection with the Assets or the conduct of the Business, except as otherwise provided herein.

7. Buyer's and Orion's Conditions to Closing. The obligations of Buyer and Orion to proceed to Closing hereunder are subject to the fulfillment of each of the following conditions at or prior to Closing (any or all of which may be waived at any time by Buyer and Orion):

(a) Seller, EI and FGC shall have executed and delivered to Buyer a general assignment, bill of sale and assumption agreement in the form of Exhibit F attached hereto (the "Assignment and Assumption Agreement");

(b) Seller shall prior to Closing initiate the process of transferring Seller's customer base to the Buyer. After the Closing, Seller shall continue to carry the customers until Buyer has obtained the necessary approvals in each applicable jurisdiction and such transfer can be completed in each such jurisdiction. The Buyer shall obtain such approvals through its state compliance counsel, Crocker, Lennon & Peters, who shall also be engaged to accomplish the transfer at the Buyer's expense. The list of

the Seller's certifications and approvals is as set forth on Attachment 3. Buyer and Seller agree that Seller shall make their best efforts to effect the completion of the transfer as soon as reasonably practicable after the Closing. Once the transfer has been completed the Seller shall to the extent practicable and within twenty-four (24) months from Closing attempt to sell its block of state certificates to the highest bidder. The proceeds of this sale is to be used to pay off the debt owed under the Promissory Note payable to the Buyer.

8. Seller's, EI's and FGC's Conditions to Closing. The obligations of Seller, EI and FGC to proceed to Closing hereunder are subject to the fulfillment of each of the following conditions at or prior to Closing (any or all of which may be waived at any time by Seller, EI and FGC):

(a) Buyer and/or Orion shall have delivered to Seller the Initial Shares;

(b) Buyer shall have executed and delivered to Seller the Assignment and Assumption Agreement;

(c) In connection with Orion's agreement to satisfy certain obligations of Seller and EI due and owing to Qwest Communications, Inc. ("Qwest"):

(i) Qwest shall deliver a release of all claims against Seller and EI, in the form of Exhibit I attached hereto.

(ii) Qwest shall permit Orion to transfer its customers under Orion's Globalinx Reseller Agreement to Seller's account with Qwest.

(iii) Orion, Qwest and Seller shall mutually agree to issue a press release with respect to the matters set forth in this Section 8( c).

(d) Buyer and Orion shall at Closing compensate Arne Dunhem ("Dunhem") with One Hundred Thousand (100,000) shares of Common Stock of Orion for his continuing to be a guarantor for contracts as set forth on Exhibit J-1 and One Hundred Thousand (100,000) shares of Common Stock of Orion for his consulting support as set forth in 8(d). Orion shall provide a guarantee to Dunhem as set forth on Exhibit J-2 and shall agree to provide Dunhem with current financial information on the financial condition of Orion and Buyer as reasonably requested by Dunhem for as long as Dunhem provides a personal guarantee under any of the contracts as set forth on Exhibit J-1. The intent of the Buyer is to make arrangements so that Dunhem is no longer required to be a personal guarantor. Should such arrangements eliminating the need for Dunhem's personal guarantee not be completed on or before one hundred and eighty (180) days following the Closing then Buyer will deliver to Dunhem an additional Fifty Thousand (50,000) shares of Common Stock of Orion;

(e) Buyer shall have agreed to hire those employees of Seller listed on Exhibit K attached hereto at the compensation level listed on such Exhibit K; and

(f) Buyer shall have entered into a Consulting Agreement with Arne Dunhem in the form of Exhibit L attached hereto.

9. Closing. Closing on the transactions contemplated by this Agreement (the "Closing") shall take place no later than three (3) business days after the conditions set forth in Section 7 (except as otherwise set forth in Section 7(b) hereof) and 8 have been satisfied or waived, and in no event later than June 30, 2001, unless the parties hereto mutually agree to a later date (the "Closing Date"). The parties hereto covenant and agree in good faith after the Closing to perform all other obligations that have not been satisfied by them on or before the Closing Date.

10. Covenants.

(a) During the period between the execution of this Agreement and the Closing Date, in order to expedite an orderly combination of customers, products and services to be offered by Buyer, Seller and Buyer shall form a management committee consisting of Richard Gibbs, Preston Riner and their delegates to manage the operations and to merge the resources of Seller and Buyer.

(b) For each of the first three (3) months after the Closing, Seller shall from the accounts receivables being thirty one (31) days or older from the date of the standard billing cycle at or immediately before the Closing Date that are being retained by Seller (the "Retained Accounts Receivable") collected by Seller pay to Buyer the lesser of the following amounts

(i) Seventy-Five Thousand One Hundred and Forty Three Dollars (\$75,143) in the first month,

(ii) Thirty Six Thousand Three Hundred and Thirty Six Dollars (\$36,336) in the second month

(iii) Seven Thousand Eight Hundred and Thirty Two (\$7,832) in the third month

or the amount of entire Retained Accounts Receivable collected by Seller during such month, such amounts to be remitted by Seller to Buyer on the twenty-ninth (29<sup>th</sup>) day of the month following each of such first three (3) months. The process and procedure for the handling of the collection of receivables and the treatment of received amounts in the SunTrust Lock Box shall be as set forth on Exhibit M.

(c) Buyer shall permit Seller and EI to use the Blue Spring billing system currently being utilized by the Business for at least ninety (90) days after Closing and Buyer shall provide access to Seller and EI to such system during such ninety (90)-day period to enable Seller and EI to track and perform collection activities of its retained accounts receivable. The process and procedure for the handling of the collection of receivables and the treatment of received amounts in the SunTrust Lock Box shall be as set forth on Exhibit M.

(d) Seller shall use its best efforts to transfer its entire customer base to Buyer as defined in Section 7 (b) as soon as reasonably practicable after the Closing. Until such time that all customers have been transferred Seller shall continue to maintain its licenses and certifications and carry customers based on a co-billing arrangement. Seller shall until the completion of the transfer ensure that the appropriate certificates are in good standing and adhere to all related regulatory requirements.

(e) Seller and EI shall use its best efforts to transfer its entire agent base to Buyer at Closing, and Buyer and Orion shall assist Seller and EI in settling any commission claims existing as of the Closing Date. Seller and EI shall settle any claims as an example as set forth on Exhibit N.

(f) Buyer shall permit Seller, EI and FGC to occupy one office with furniture and computer system at the McLean, Virginia location and one office with furniture and computer system at the Margate, Florida location, as necessary, for at least ninety (90) days after Closing in order to permit the activities as set forth on Exhibit M.

(g) After the Closing, Orion shall reserve a sufficient number of shares of its Common Stock to enable Orion to issue to Seller the Additional Six Month Shares and the Additional One Year Shares in accordance with Sections 3(b) and 3(c) hereof.

(h) Seller and EI shall have provided to Buyer satisfactory evidence that Seller and EI have with best effort entered into arrangements to settle and/or satisfy their obligations with respect to the vendors set forth on Exhibit H attached hereto.

(i) Seller, EI and FGC shall cooperate with Buyer and Orion to conduct an audit for the purpose of completing a timely public filing of the transaction contemplated herein.

(j) Buyer shall have the right to use the "erbia" and "erbia Network" names in their business and marketing for a period of twelve (12) months from the Closing.

11. Termination. This Agreement may be terminated prior to the Closing as follows:

(a) at any time, by mutual written agreement of all the parties hereto;

(b) by either Buyer or Seller, upon written notice to the other, at any time, if the other is in breach or default of its respective covenants, agreements or other obligations set forth in Sections 7, 8 or 10 hereof; or

(c) by either Buyer or Seller, upon written notice to the other, if the Closing shall not have occurred by June 30, 2001 for any reason other than a breach or



default of the covenants, agreements or other obligations of the party giving such termination notice.

12. Confidentiality.

(a) Seller, EI and FGC recognize and acknowledge that they have in the past, currently have, and in the future may possibly have, access to certain confidential information relating to the Business, such as lists of customers, operational policies, and pricing and cost policies, that are valuable, special and unique assets of the Business. Seller, EI and FGC agree that they will not, after the Closing Date, disclose confidential information with respect to the Business to any person or entity, for any purpose or reason whatsoever (except to authorized representatives of Seller, EI and FGC and to counsel and other advisers, provided that such advisors (other than counsel) agree to the confidentiality provisions of this Section 12(a)), unless (i) such information becomes known to the public generally through no fault of Seller, EI or FGC, (ii) disclosure is required by law or the order of any governmental authority under color of law, (iii) Seller, EI and FGC reasonably believe that such disclosure is required in connection with the prosecution of a lawsuit against Buyer and Orion, or the defense of a lawsuit against Seller, EI or FGC or for certification or state licensure purposes or (iv) Seller reasonably determines that disclosure is required in obtaining any consents required from third parties, to collect any of Seller's retained amounts receivable or to satisfy any third party claims for which Seller, EI or FGC remains liable; provided, that prior to disclosing any information pursuant to clauses (ii) or (iii) above, Seller, EI or FGC, shall, if possible, give prior written notice thereof to Buyer and Orion and provide Buyer and Orion with the opportunity to contest such disclosure.

(b) Buyer and Orion recognize and acknowledge that they have in the past, currently have, and in the future may possibly have, access to certain confidential information relating to the Business, such as lists of customers, operational policies, and pricing and cost policies that are valuable, special and unique assets of the Business. Buyer and Orion agree that, prior to the Closing, they will not disclose confidential information with respect to the Business to any person or entity, for any purpose or reason whatsoever (except to authorized representatives of Buyer and Orion, and to counsel and other advisers, provided that such advisors (other than counsel) agree to the confidentiality provisions of this Section 12(b)), unless (i) such information becomes known to the public generally through no fault of Buyer and Orion, (ii) disclosure is required by law or the order of any governmental authority under color of law or (iii) Buyer and Orion reasonably believe that such disclosure is required in connection with the prosecution of a lawsuit against Seller, EI or FGC, or the defense of a lawsuit against Buyer and Orion, provided, that prior to disclosing any information pursuant to clauses (ii) or (iii) above, Buyer and Orion, shall, if possible, give prior written notice thereof to Seller, EI and FGC and provide Seller, EI and FGC with the opportunity to contest such disclosure.

13. Expenses. Seller, EI and FGC, on the one hand, and Buyer and Orion, on the other hand, shall each pay their own expenses relating to the transactions

contemplated by this Agreement, including fees and disbursements of its counsel, accountants and financial advisors; provided, however, that Orion agrees to reimburse Seller for Ten Thousand Dollars (\$10,000) of its legal fees. Any sales, transfer, use, excise or other taxes that shall become due and payable as a result of the transactions between the parties hereto shall be the obligation and responsibility solely of Buyer.

14. Notices. Any notice or communication hereunder shall be deemed to have been duly given if in writing and if transmitted by hand-delivery with receipt therefore, or by certified or registered mail, postage prepaid, return receipt requested, or by Federal Express or other delivery service with guaranteed next-day delivery with receipt therefore, addressed to the parties at their following respective addresses, or at such other addresses as may be designated in writing:

- (a) if to Seller, EI or FGC: erbia Network, Inc.  
c/o 7901 Ariel Way  
McLean, VA 22102
  
- (b) if to Buyer or Orion: Globalinx, Inc.  
c/o Orion Technologies, Inc.  
1133 21<sup>st</sup> Street, N.W.  
Suite 800  
Washington, D.C. 20036

Notices shall be effective when received; provided that if any notice sent by certified mail is properly returned undeliverable, said notice shall be effective when mailed. Any party may change the address to which notices are to be delivered hereunder by giving written notice to the other parties as provided in this Section 14.

15. Further Assurances. The parties agree (a) to furnish upon request to each other such further information, (b) to execute and deliver to each other such other documents and (c) to do such other acts and things, all as another party may reasonably request for the purpose of carrying out the intent of this Agreement and the documents referred to herein.

16. Governing Law. This Agreement shall be construed under and governed by the laws of the Commonwealth of Virginia without giving effect to any choice or conflicts of law provision, rule or principle, whether of the Commonwealth of Virginia or otherwise.

17. Survival. The representations and warranties of Seller, EI and FGC set forth in Section 4 hereof and the representations and warranties of Buyer and Orion set forth in Section 5 hereof shall survive the Closing.

18. Severability. If any provision or part of any provision of this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such

invalidity, illegality or unenforceability shall not affect any other provision or any other part of a provision of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision or part of a provision, as the case may be, had never been contained herein.

19. Construction.

(a) The captions herein are for reference purposes only and in no way define or limit the scope or content of this Agreement or in any way affect the interpretation of its provisions.

(b) This Agreement may not be amended or modified, nor may any provision hereof be waived, except pursuant to an instrument in writing signed by all of the parties hereto, or, in the case of a waiver, pursuant to an instrument in writing signed by the party to whom or to which the subject obligation was owed. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision of this Agreement, whether or not similar, nor shall such waiver constitute a continuing waiver unless otherwise expressly so provided in writing.

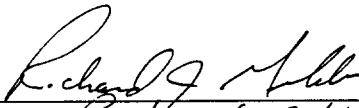
20. Integration. This Agreement, and the other documents contemplated hereby, constitute the final written expression of all of the agreements between the parties regarding the subject matter hereof and is a complete and exclusive statement of those terms, and all prior expressions thereof are hereby revoked. This Agreement, and the other documents contemplated hereby, supersede all understandings and negotiations concerning the matters specified herein and any representations, promises, warranties or statements made by any party that differ in any way from the terms of this Agreement and the other documents contemplated hereby shall be given no force or effect. The parties specifically represent, each to the other, that there are no additional or supplemental agreements between them related in any way to the matters herein contained unless specifically included or referred to herein.

21. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

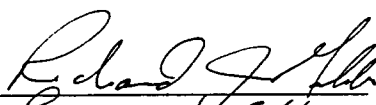
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IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized officers this 20<sup>th</sup> day of June, 2001.


ERBIA NETWORK, INC.

By:   
Name: Richard J. Gibbs  
Title: President

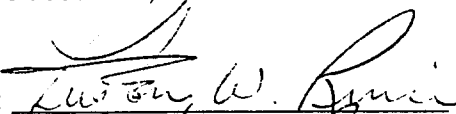
ERBIA, INC.

By:   
Name: Richard J. Gibbs  
Title: President

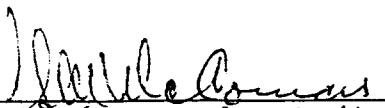
FGC, INC.

By:   
Name: Arne Dunham  
Title: President

GLOBALINX, INC.

By:   
Name: Preston W. Rider  
Title: PRESIDENT

ORION TECHNOLOGIES, INC.

By:   
Name: THOMAS D. McCONNELL  
Title: TREASURER

## EXHIBIT A-1

### SELLER ASSETS

I. "Seller Assets" shall include and mean the following:

A. Lockbox Account. All amounts deposited into that certain Lockbox Account on and after the Closing Date, except for amounts generated from Retained Receivables. Lockbox account no. 220029296 with SunTrust Bank, Mid-Atlantic, P.O. Box 26150, Richmond, VA 23260-6150, contact person Susan Benjamin at Bethesda, MD office. Buyer will during a transition period of no more than sixty (60) days continue to use this lockbox account whereafter a new lockbox account will be established by Buyer. The procedure for handling the lockbox and the collection of accounts receivables shall be as set forth on Exhibit M.

B. Certain Accounts Receivable. All subscriber, trade and other accounts receivable outstanding for thirty (30) days or less as of the Closing Date owed to Seller as payment for services rendered by Seller prior to the Closing Date, as reflected on the billing records of Seller. The procedure for handling the lockbox and the collection of accounts receivables shall be as set forth on Exhibit M. If Closing does not occur on the anticipated closing date of 20<sup>th</sup> of June, 2001, then a day-by-day pro-rata adjustment shall be made relating to the accounts receivables

C. Databases. All customer and agent databases of Seller.

D. Books and Records. All records located at Seller's office or elsewhere to the extent necessary to operate and build the Business as currently operated, including files, data, drawings, reports, lists, plans and processes, and all files of correspondence, lists, records and reports concerning customers, prospective and past customers of Seller, subject to the right of Seller to have such records made available to it for three years after the Closing Date. Notwithstanding the foregoing, Seller shall be entitled to retain those records relating to any "Seller Assets" (as defined below) and any liabilities of Seller not being assumed by Buyer.

E. All of Seller's rights under the contracts set forth in Exhibit B-1.

II. "Seller Assets" shall not include and mean the following:

A. Retained Accounts Receivable. All subscriber, trade and other accounts receivable outstanding for greater than thirty (30) days as of the Closing Date owed to Seller as payment for services rendered by Seller prior to the Closing Date, as reflected on the billing records of Seller.

B. Other Assets. Other assets not specifically referenced in the Agreement.

**EXHIBIT A-2**

EI ASSETS

I. "EI Assets" shall include and mean EI's rights under the following leases:

(a) Office Leases

<u>Landlord</u>	<u>Location</u>
i. Young & Skidmore Co.	1483 Chain Bridge Road Suite 100 McLean, VA 22101
ii. Thermofin, Inc.	1100 S. State Rd. 7 Suite 100 Margate, FL 33068

(b) Furniture Lease

<u>Lessor</u>	<u>Subject</u>	<u>Location</u>
i. Cort Furniture, #769803	Furniture	1483 Chain Bridge Suites 100 and 300 McLean, VA 22101

(c) Equipment Leases

<u>Lessor</u>	<u>Subject</u>	<u>Location</u>
i. Deutsche Financial, #40013498	PBX	Margate, FL
ii. Deutsche Financial, #40022976	PBX Software	Margate, FL
iii. Lease Acceptance Corp., #350833	Computers	Margate, FL
iv. Preferred Capital, #716-5504031001	Computers	Margate, FL
v. Radio Dealer Leasing, #506952	Computers	Margate, FL

(d) Furniture, Computer Software and Equipment, and Telephone PBX Switch. All such items located at Seller's office to include in McLean, VA and Margate, FL, as set forth on Attachment 1-1 and 1-2.

(e) Websites

[www.erbia-customer.com](http://www.erbia-customer.com)

[www.erbia-agent.com](http://www.erbia-agent.com)

[www.erbia.net](http://www.erbia.net)

Attachment 1-1, Page 1 of 2

FGC, Inc. and erbia, Inc. Inventory		Convey to Orion/Globalinx						Attachment 1-1, page 1 of 2	
Furniture, Fixture, and Computer									
Taken: May 18, 2001		Suite: 100							
Owner	Total	Housley Stephen	Henry Shelby	Hanner Pam	Henry Stephen	Shankle Kim	Hall	Empty Desks	
5EI, 4FGC Desk	12	1	2	1	1	1		3	
EI Task Chair	9	1		1	1	1		3	
FGC Guest Chair	5								
2EI, 3FGC Terminal Stand	5						1		
EI Table	3	1	1				1		
Files									
FGC Drawers 2	2								
FGC Drawers 3									
FGC Drawers 4	4						1		
FGC Drawers 5	1								
Bookcases									
FGC Shelves 2									
FGC Shelves 3	7	1	1				1		
FGC Shelves 4	0								
FGC Shelves 5	1								
Computers									
FGC P500	6		2926		2927			2922	
FGC DIMENSION T700	1			OCV8H					
FGC DIMENSION XPSR400	1					FWSL8			
FGC P450 (Main server)	1						2920		
FGC Poweredge 2100	1						7GLLX		
FGC Dimension XPSD300	2							C43C9	
FGC								C43BV	
FGC DIMENSION XPSR0200N	0								
FGC World Data Compaq Proliant 7000	1		R910BLC2600						
Monitors									
FGC			8286604	3872E808		T791600293		T697550463	
FGC								T697550472	
FGC								T697550471	
FGC								MH1515070184	
FGC								90627S1BBX76	
Printers									
FGC Lanier 5020 Fax/Copier	2						9047991		
Dunham Lanier 6725 Copier	1								
FGC Lexmark Optra Rn+ Printer	1								
FGC QMS magicolor Printer	1								
Phones									
FGC Lucent 18D Phone	13	1	2	1	1	1		3	
Misc Hardware									
FGC Mark X2000 print server	1								
FGC Linksys etherfast 10/100 Pc card	1								
FGC partner Acs Phone system	1								
FGC Back-UPS pro 500									



Attachment 1-1, Page 2 of 2

FGC, Inc. and erbia, Inc. Inventory		Convey to Orion/Globalinx					Attachment 1-1, page 2 of 2	
Furniture, Fixture, and Computer								
Taken: May 18, 2001		Suite: 300						
Owner	Grand Total	Dunhem Arne	Elliot Dennis	Gibbs Richard	Pawlik Renate	Hall		
5EI, 4FGC Desk	3	0	1	1	1			
EI Task Chair	2	0	1		1			
FGC Guest Chair	4	4			0			
2EI, 3FGC Terminal Stand	4	1	0	1	1	1		
EI Table	0							
Files								
FGC Drawers 2	1			1	0			
FGC Drawers 3								
FGC Drawers 4	3			1	1	1		
FGC Drawers 5	0				0			
Bookcases								
FGC Shelves 2								
FGC Shelves 3	3		2	0	1			
FGC Shelves 4	0			0				
FGC Shelves 5	1		1					
Computers								
FGC P500	6		2924	2923	2928			
FGC DIMENSION T700	1							
FGC DIMENSION XPSR400	1							
FGC P450 (Main server)	1							
FGC Poweredge 2100	1							
FGC Dimension XPSD300	2							
FGC								
FGC DIMENSION XPSPR0200N	0	0						
Monitors								
FGC	9	0	8065631		T697550470			
FGC								
FGC								
FGC								
FGC					55341CDTSWAB			
Printers								
FGC Lanier 5020 Fax/Copier	2						9047999	
Dunhem Lanier 6725 Copier	1						518731	
FGC Lexmark Optra Rn+ Printer	1						11CRG98	
FGC QMS magicolor Printer	1						Q0215880	
Phones								
FGC Lucent 18D Phone	4	1	1	1	1			
Misc Hardware								
FGC Mark X2000 print server	1							1
FGC Linksys etherfast 10/100 Pc card	1							1
FGC partner Acs Phone system	1							1
FGC Back-UPS pro 500								

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Attachment 1-2, Page 1 of 1

erbia, Inc. Inventory Margate Service Center Asset Inventory Taken: May 18, 2001	Convey to Orion/Globallinx				Monitor	PC
	Chairs	Desks	Bookshelves	Phones		
OFFICE	4	3	1	3	1	P5GA9BB648615 -- AOC -- (Tremayne Pender) MY02010V4760304QBHT3 -- DELL -- (Joanne K.) BE293A0177 -- AOC -- (Jorge Nuñez)
CREDIT AND COLLECTION	2	1	0	1	0	0
LOBBY	11	20	0	16	0	106487 -- Explorer 106496 -- Explorer 4MQ620B -- Dell none 106468 -- Explorer 2918 -- Kelcom-PC 4PQ620B -- Dell 106384 -- Explorer 106323 -- Explorer 2916 -- Kelcom-PC
Customer Service (including sales)	2	1	1	2	0	MY02010V4760304QBHLS9 -- DELL 1. None 2. MY02010V4760304QBHLS9 -- DELL 3. P5GA9BB648440 -- AOC 4. P5GA9BB648451 -- AOC 5. P5GABBB646732 -- AOC 6. P5GA9BB612291 -- AOC 7. BE2937A16492 -- Pionex 8. BE2933A01203 -- Pionex 9. P5GA9BB646653 -- AOC 10. P5DA9AB606318 -- AOC
Nancy Douglass	2	1	1	2	0	MY02010V4760304QBHLJ -- DELL
Mandi Conley	2	2	1	2	0	1. MY02010V4760304QBHLN -- DELL 2. EDA592473336 -- AOC
Old Provisioning	0	4	0	1	0	none
Joanne Wilson	2	1	1	1	1	MY02010V4760304QBHKY -- DELL
Carolyn Steinberg	2	1	0	1	0	MY02010V4760304QBHSK -- DELL
Tom Wilkes	3	1	1	1	1 w hutch	MY02010V4760304QBHST -- DELL
Print Server	1	1	0	1	0	MY02010V4760304QBHST -- DELL
Copier	n/a	n/a	n/a	n/a	n/a	n/a
Rhona Stevens	2	1	1	1	0	MY02010V4760304QBHL -- DELL
Joanne Kuzevski (old)	0	1	1	0	0	none
Training	1	0	1	1	1 w hutch	none
Lynn Steinberg	4	1	0	1	1 w hutch	MY02010V4760304QBHLE -- DELL
Phone Switch, Network	4	1	1	3	0	931351036 -- Lite-on (PDC) MY02010V4760304QBHKQ -- Dell (Brian) none (cognus ftp server) BE2937A16573 -- pionex (extra) MY02010V4760304QBHT5 -- DELL (extra) CZR990844525 -- Switch monitor
						104446 -- explorer 8NQ620B -- DELL 2921 -- kelcom-pc 106331 -- explorer 106322 -- explorer E00000548 -- RAD server 7110000154 -- Phone Switch AA ALQ9919 -- PRI cabinet AA AMZ0284 -- voice mail server CD-8129858 -- On hold music ch

**EXHIBIT A-3**

FGC ASSETS

I. "FGC Assets" shall include and mean FGC's rights under the following leases:

(a) Office Lease

Landlord

Location

i. Young & Skidmore Co.

1483 Chain Bridge Road  
Suite 300  
McLean, VA 22101

(b) Equipment Leases

Lessor

Subject/Location

ii. GE Capital, #6822370001

Copier Equipment/

iii. Lucent/Avaya x82730000020

Office Telephone Equipment/

iv. Lucent/Avaya x82730000010

Office Telephone Software/

(c) Furniture, Computer Equipment and Software. All such items located at Seller's office to in McLean, VA, as set forth on Attachment 1-1 and 1-3.

(d) Website

i. [www.erbia.com](http://www.erbia.com)

**Attachment 1-3, Page 1 of 1**

FGC, Inc. Software Inventory		Convey to Orion/Globalinx		
Computer Software Inventory				
Taken: May 18, 2001				
# of copies	Software	Serial #	Install code	Oem code
1	Microsoft Project 98	X03-66895		
1	Lexmark Markvision utilites			
1	Quickbooks Pro 99		1050-465-588-3205	
1	Visio Pro 5.0	117670897		
2	Intel landesk Server Manager			
2	9 digit zipcode directory			
1	Windows Nt 3.51			
2	Windows Nt4.0 sp3			
1	Office 97 Sr2			
1	Corel Photo Draw 8			
1	Adobe Acrobat 5.0			
1	Hayes Modem software			
11	IE 4.01 SP1			
3	Java Virtual Machines			
1	encarta 99			
2	Qms Software utilites			
1	Nt 4.0 server upgrade			
2	Office Pro Bookshelf			
2	Nt 4.0 workstation	392125149		
		359645029		
1	10 CAL norton antivirus			
1	Proxy Server	001005M0124ER00168		
4	Office Pro97	000-61903		
		403025147		
		383552380		
		321523822		
1	Microsoft Exchange Server	001002MS7114602094		
4	iomega Zip software			
1	Netopia router software			
1	Office 2000Pro			P8PGH7CGMGDKWYCH
1	Corel Draw9			

**EXHIBIT B-1**

**SELLER ASSUMED LIABILITIES**

- I. "Seller Assumed Liabilities" shall include the following:
  - A. those obligations and liabilities that occur after the Closing Date under the contracts set forth on Attachment 2-1 attached hereto;
  - B. all obligations and liabilities that occur out of Buyer's ownership of the Seller Assets or the operation of the Business after the Closing Date; and
  - C. all trade accounts payable obligations and liabilities relating to the Business that arise after the Closing Date.

**EXHIBIT B-2**

EI ASSUMED LIABILITIES

I. "EI Assumed Liabilities" shall include the following:

A. those obligations and liabilities that occur after the Closing Date under the contracts set forth on Attachment 2-2 attached hereto; and

B. all obligations and liabilities that occur out of Buyer's ownership of the EI Assets after the Closing Date.

**EXHIBIT B-3**

**FGC ASSUMED LIABILITIES**

I. "FGC Assumed Liabilities" shall include the following:

A. those obligations and liabilities that occur after the Closing Date under the contracts set forth on Attachment 2-3 attached hereto; and

B. all obligations and liabilities that occur out of Buyer's ownership of the FGC Assets after the Closing Date.



LIST OF SELLER CONTRACTS

1. Qwest and Talk America Service Agreements:
  - (a) Wholesale Service Agreement, February 3, 2001
  - (b) Letter on Consequence of Merger with US West, January 5, 2001
  - (c) Notice of Rate Change, April 6, 2001
2. Agreement with SunTrust/Crestar Bank
  - (a) Payment Agreement dated November 17, 1999 among Qwest, Crestar Bank and Seller
  - (b) Wholesale Lockbox Service Agreement dated November 29, 1999 between Crestar Bank and Seller
3. All active and inactive customer agreements (including Qwest and Touch America) to include all Letter of Authorizations ("LOA").
4. All agent agreements

LIST OF EI CONTRACTS

1. The following Margate, Florida Customer Service Center contracts:
  - (a) Office Lease Agreement dated April 1, 2000 between EI and Thermofin, Inc. for the leased premises located at 1100 S. State Rd. 7, Suite 100, Margate, Florida
  - (b) Proposal and Purchase Agreement with Telecommunications Concepts, Inc., dated March 24, 2000 and Lease Agreements #40013498 and #40022976 with Deutsche Financial Services, dated May 26, 2000
  - (c) Lease Acceptance Corp., #350833, dated July 26, 2000 with Addendum to Lease Agreement dated July 31, 2000
  - (d) Preferred Capital, #716-5504031001, dated December 15, 1999
  - (e) Radio Dealer Leasing, #506952, dated March 14, 2000
  
2. The following contracts relating to office McLean, VA
  - (a) Office Lease Agreement dated March 18, 1999 between EI and Young & Skidmore Co. for the leased premises located at 1483 Chain Bridge Road, Suite 100
  - (b) Lease/Rental Agreement No. 769803 with Cort Furniture, dated April 13, 1999

LIST OF FGC CONTRACTS

3. The following contracts relating to office space in McLean, Virginia:
  - (a) Office Lease Agreement dated October 31, 2000 between FGC and Young & Skidmore Co. for the leased premises located at 1483 Chain Bridge Road, Suite 300
  - (b) Lanier Copier Equipment Lease Agreement with GE Capital, #6822370-001 dated June 15, 1999
  - (c) Lucent/Avaya Financial Services Office Telephone Lease Agreement, #x827300, Schedule 00010 and 00020 dated February 25, 1999

LIST OF CERTIFICATES

ERBIA NETWORK, INC.

LIST OF CERTIFICATES SUBMITTED ON 4/18/01 PART OF DUE DILIGENCE PACKAGE

<u>STATE</u>	<u>INCLUDED</u>	<u>REF. NO.</u>	<u>COMMENTS</u>
Arizona	Yes	1	
Arkansas	Yes	2	
Connecticut	Yes	3	
Florida	Yes	4	
Georgia	Yes	5	
Hawaii	Yes	6	
Mississippi	Yes	7	
New Mexico	Yes	8	
New York	Yes	9	
Ohio	Yes	10	
Oregon	Yes	11	
Washington	Yes	12	
West Virginia	Yes	13	
Wyoming	Yes	14	
California	Yes	15	
Colorado	Yes	16	
Delaware	Yes	17	
Idaho	Yes	18	
Illinois	Yes	19	
Indiana	Yes	20	
Iowa	Yes	21	
Kentucky	Yes	22	
Kansas	Yes	23	
Louisiana	Yes	24	
Maine	Yes	25	
Maryland	Yes	26	
Michigan	Yes	27	
Minnesota	Yes	28	
Missouri	Yes	29	
Montana	Yes	30	
Nebraska	Yes	31	
New Hampshire	Yes	32	
North Dakota	Yes	33	
North Carolina	Yes	34	See comments from memo of April 18, 2001
Oklahoma	Yes	35	See comments from memo of April 18, 2001
Pennsylvania	Yes	36	
Rhode Island	Yes	37	
South Carolina	Yes	38	See comments from memo of April 18, 2001
Tennessee	Yes	39	

Texas	Yes	40
Utah	Yes	41
Vermont	Yes	42
South Dakota	Yes	43
Wisconsin	Yes	44
Massachusetts	Yes	45
Nevada	Yes	46
Alabama	Yes	47
New Jersey	Yes	48
District of Columbia	N/A	N/A
Virginia	N/A	N/A

See comments from memo of April 18, 2001

**EXHIBIT C**

**NON-OVERRIDE ACCOUNTS**

Seller will not be paid any Override on accounts introduced after December 31, 2000 by Commexx, Orion or Buyer.

## EXHIBIT D

### PROMISSORY NOTE

FOR VALUE RECEIVED on the 19<sup>th</sup> of April, 2001 under a Promissory Note of such date replaced in entirety by this Promissory Note dated the 20<sup>th</sup> of June, 2001, (the "Closing") the undersigned, erbia Network, Inc., a Delaware corporation, promises to pay to Orion Technologies, Inc., a Nevada corporation, or its assignee, the sum of Two Hundred Fifty Thousand dollars, (\$250,000.00) together with interest at the rate of 10 percent per annum until paid in full.

The principal and interest shall be due and payable by erbia Networks, Inc., its assigns or successors after twenty four (24) months from the Closing date above.

Seller shall prior to Closing initiate the transfer of the entire customer base from the Seller's state certificates to the Buyer's state certificates. The Seller agrees to carry the customers on its state certificates until such transfer has been completed.

erbia Network has long distance reseller state certificates for all contiguous states and will after Closing of sale of certain assets to Globalinx, Inc. transfer its entire customer base to Globalinx. Once the transfer has been completed the Seller shall to the extent practicable and within twenty-four (24) months from Closing attempt to sell its block of state certificates to the highest bidder. The proceeds of this sale are to be used to pay off the debt owed under the Promissory Note payable to the Buyer. It is agreed that the proceeds from such sale shall have satisfied both principal owed and interest accrued under this Promissory Note.

Unless otherwise provided, this Note may be prepaid in full or in part in U.S. dollars at any time without penalty or premium.

In the event of (a) default in payment of any installment of principal or interest hereof as the same becomes due and such default is not cured within five (5) days from the due date and such default is not cured within fifteen (15) days after written notice to maker, then in either such event the holder may, without further notice, declare the remainder of the principal sum, together with all interest accrued thereon, at once due and payable. Failure to exercise this option shall not constitute a waiver of the right to exercise the same at any other time. The unpaid principal of this Note and any part thereof, accrued interest and all other sums due under this Note, if any, shall bear interest at the rate of 18.0 percent per annum after default until paid.

All parties to this Note, including maker and any sureties, endorsers, or guarantors, hereby waive protest, presentment, notice of dishonor, and notice of acceleration of maturity and agree to continue to remain bound for the payment of principal, interest, and all other sums due under this Note, notwithstanding any change or changes by way of release, surrender, exchange, modification or substitution of any security for this Note or by way of any extension or extensions of time for the payment of principal and interest;

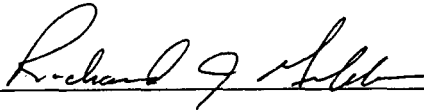
and all such parties waive all and every kind of notice of such change or changes and agree that the same may be made without notice or consent of any of them.

Upon default, the holder of this Note may employ an attorney to enforce the holder's rights and remedies and the maker, principal, surety, guarantor and endorsers of this Note hereby agree to pay to the holder reasonable attorneys fees not exceeding a sum equal to 50 percent of the outstanding balance owing on said Note, plus all other reasonable expenses incurred by the holder in exercising any of the holder's right and remedies upon default.

This Note is to be governed and construed in accordance with the laws of the District of Columbia. Borrower waives trial by jury on enforcement on this note.

IN TESTIMONY WHEREOF, each corporate maker has caused this instrument to be executed in its corporate name by its President, and its corporate seal to be hereto affixed, all by order of its Board of Directors first duly given, the day and year first above written.

erbia Network, Inc.



---

President

Agreed:

Orion Technologies, Inc.



---

~~President~~ TREASURER



**EXHIBIT E**

**ORION'S CAPITAL STRUCTURE**

As of December 31, 2000

	<u>As Of December 31, 2000</u>
<b>Preferred Stock</b>	
Number of Authorized Shares	2,500,000
Issued and Outstanding Shares of Convertible Series A Preferred Stock	65,000
<b>Common Stock</b>	
Number of Authorized Shares	100,000,000
Issued and Outstanding Shares of Common Stock	5,192,115
Shares Reserved Under the 2000 Stock Option Plan	
Fully Vested Options To Purchase Common Stock Outstanding	
Exercise Price \$0.51	100,000
Exercise Price \$0.82	1,350,000

## EXHIBIT F

### GENERAL ASSIGNMENT, BILL OF SALE AND ASSUMPTION AGREEMENT

THIS GENERAL ASSIGNMENT, BILL OF SALE AND ASSUMPTION AGREEMENT (this "Bill of Sale and Assignment"), made and entered into on the 20<sup>th</sup> day of June, 2001, by and among (i) ERBIA NETWORK, INC., a Delaware corporation ("Seller"), (ii) ERBIA, INC., a Delaware corporation ("EI"), (iii) FGC, Inc., a Delaware corporation ("FGC"), and (iv) GLOBALINX, INC., a Delaware corporation ("Buyer").

WHEREAS, Buyer, Orion Technologies, Inc., a Nevada corporation and an affiliate of Buyer, Seller, EI and FGC have executed an Asset Purchase Agreement dated as of 20<sup>th</sup> of June, 2001 (the "Purchase Agreement", capitalized terms being used herein as defined in such Purchase Agreement), providing, upon the terms and conditions set forth therein, for the sale, assignment, transfer and conveyance by Seller to Buyer of Seller Assets, by EI to Buyer of the EI Assets and by FGC to Buyer of the FGC Assets and the assumption by Buyer of the Assumed Liabilities; and

WHEREAS, the execution and delivery of this Bill of Sale and Assignment in order to effectuate such sale, assignment, transfer and conveyance by Seller, EI and FGC to Buyer and such assumption by Buyer is contemplated by the Purchase Agreement, and has been duly authorized in all respects.

NOW, THEREFORE, in consideration of the foregoing, of the mutual covenants and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller, EI, FGC and Buyer hereby agree as follows:

1. Seller, on the terms and conditions set forth in the Purchase Agreement, hereby sells, assigns, transfers and conveys unto Buyer, its successors and assigns, TO HAVE AND TO HOLD FOREVER, all of Seller's right, title and interest in and to Seller Assets. EI, on the terms and conditions set forth in the Purchase Agreement, hereby sells, assigns, transfers and conveys unto Buyer, its successors and assigns, TO HAVE AND TO HOLD FOREVER, all of EI's right, title and interest in and to the EI Assets. FGC, on the terms and conditions set forth in the Purchase Agreement, hereby assigns, transfers and conveys unto Buyer, its successors and assigns, TO HAVE AND TO HOLD FOREVER, all of FGC's right, title and interest in and to the FGC Assets. The Seller Assets, the EI Assets and the FGC Assets are sold and transferred "AS IS, WHERE IS, WITH ALL FAULTS."

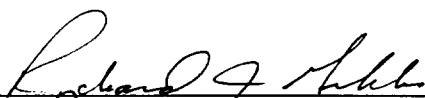
2. Buyer hereby accepts such assignment and assumes and agrees to pay, perform, satisfy and otherwise discharge the Assumed Liabilities. Buyer shall indemnify, defend and hold harmless Seller, EI, FGC from and against any failure by Buyer to satisfy any Assumed Liability.

3. This Agreement may be executed in any number of counterparts, and each of such counterparts shall for all purposes be deemed an original and all such counterparts shall together constitute but one document.

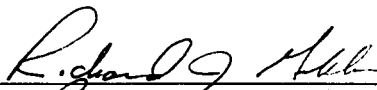
IN WITNESS WHEREOF, the parties have caused this General Assignment, Bill of Sale and Assumption Agreement to be executed by their respective duly authorized officers this 20<sup>th</sup> day of June, 2001.

SELLER:

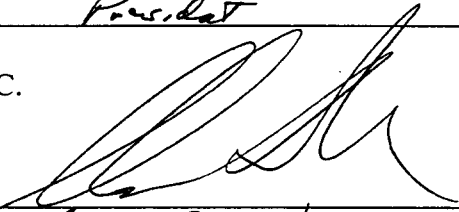
ERBIA NETWORK, INC.

By:   
Name: Richard J. Gibbs  
Title: President

ERBIA INC.

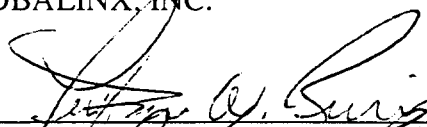
By:   
Name: Richard J. Gibbs  
Title: President

FGC, INC.

By:   
Name: Arne D. Dahlen  
Title: President

BUYER:

GLOBALINX, INC.

By:   
Name: Preston W. Kirsch  
Title: President

## EXHIBIT G

### A. REQUIRED CONSENTS TO BE OBTAINED BEFORE CLOSING

1. Transfer of all EI and FGC leases
2. Transfer of all operating utility contracts and agreements
3. Transfer of all operational insurance policies
4. Transfer of all personnel
5. Initiated settlement discussions with all of the Agents on record
6. Initiated transfer of customers

### B. CONSENTS, WHICH MAY BE OBTAINED AFTER CLOSING

1. Settlement agreements with all of the Agents on record
2. Transfer of customer base
3. True-ups and settlements with tax authorities at state and local level
4. True-ups and settlements with authorities related to Universal Service Funds
5. Settlement agreements between Seller and EI and its creditors

## **EXHIBIT H**

### **SETTLEMENT OF SELLER'S LIABILITIES**

The following liabilities of Seller shall be satisfied or settled within sixty (60) after the Closing:

#### **Vendor**

1. CanTalk
2. Dun & Bradstreet
3. Protocol
4. Telia/AGIS
5. World Data, Inc.
6. State  
and local taxes

#### **Note Holders**

1. Arne Dunhem
2. Calvin Singleton
3. Joel Dichter

## EXHIBIT I

### RELEASE

THIS RELEASE is being executed and delivered by Qwest Communications, Inc. ("Qwest") in connection with the sale of the assets of erbia Network, Inc., a Delaware corporation ("EN"), erbia, Inc., a Delaware corporation ("EI") and FGC, Inc., a Delaware corporation ("FGC" and, collectively with EN and EI, the "Sellers") to Globalinx, Inc., a Delaware corporation ("Buyer") and a wholly owned subsidiary of Orion Technologies, Inc., a Nevada corporation ("Orion").

WHEREAS, as part of the consideration to be delivered pursuant to the Agreement, Orion has agreed to assume and satisfy certain obligations of Seller and EI that are due and owing to Qwest in exchange for which Qwest has agreed to release Seller, EI and its affiliates from any and all claims.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Qwest, intending to be legally bound, hereby agrees as follows:

1. Qwest, on its own behalf and on behalf of its successors and assigns (the "Releasor"), hereby releases and forever discharges Seller and each shareholder of Seller, as well as their respective individual, joint or mutual, past, present and future officers, directors, employees, agents, consultants, advisors, representatives, affiliates, stockholders, controlling persons, successors, assigns, executors, administrators, heirs and legatees, as applicable (individually, a "Releasee" and collectively, "Releasees") from any and all claims, demands, proceedings, causes of action, orders, obligations, contracts, agreements, debts and liabilities whatsoever, whether known or unknown, suspected or unsuspected, both at law and in equity (collectively, "Claims"), which the Releasor now has, has ever had or may hereafter have against the respective Releasees arising prior to the closing of the sale of the Sellers' assets (the "Closing") or on account of or arising out of any matter, cause or event occurring prior to the Closing.

2. The Releasor hereby irrevocably covenants to refrain from, directly or indirectly, asserting any claim or demand, or commencing, instituting or causing to be commenced, any proceeding of any kind against any Releasee, based upon any matter purported to be released hereby.

3. Without in any way limiting any of the rights and remedies otherwise available to any Releasee, the Releasor shall indemnify and hold harmless each Releasee from and against all loss, liability, claim, damage (including incidental and consequential damages) or expense (including costs of investigation and defense and reasonable attorney's fees) whether or not involving third party claims, arising directly or indirectly from or in connection with the assertion by or on behalf of Releasor of any claim or other matter purported to be released pursuant to this Release.

4. This Release may not be changed except in a writing signed by the person(s) against whose interest such change shall operate. This Release shall be governed by and construed under the laws of the Commonwealth of Virginia without regard to principles of conflicts of law.

5. All words used in this Release will be construed to be of such gender or number as the circumstances require.

IN WITNESS WHEREOF, the undersigned has executed and delivered this Release as of this 20<sup>th</sup> day of June, 2001.

QWEST COMMUNICATIONS, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT J-1**

CONTRACTS UNDER WHICH  
ARNE DUNHEM IS TO REMAIN AS  
A GUARANTOR AND GUARANTOR AMOUNTS

I. Equipment Leases

	<u>Lessor</u>	<u>Subject/Location</u>	<u>Amount</u>
(a)	Deutsche Financial, #40013498	PBX, Margate, FL	\$62,189
(b)	Deutsche Financial, #40022976	PBX Software, Margate, FL	\$3,601
(c)	Lease Acceptance Corp., #350833	Computers, Margate, FL	\$22,627
(d)	Preferred Capital, #716-5504031001	Computers, Margate, FL	\$20,849
(e)	Radio Dealer Leasing, #506952	Computers, Margate, FL	<u>\$13,312</u>
		Total Guarantor Amount	\$122,578

I. Office Leases

	<u>Lessor</u>	<u>Location</u>	<u>Amount</u>
(a)	Young & Skidmore Co.	1483 Chain Bridge Road Suite 100 McLean, VA 22101	10 mo. \$12,230
(b)	Young & Skidmore Co.	1483 Chain Bridge Road Suite 300 McLean, VA 22101	30 mo. \$46,200
		Total Guarantor Amount	<u>\$58,430</u>

Grand Total Guarantor Amount \$181,008



## EXHIBIT J-2

### GUARANTY

**FOR VALUE RECEIVED**, the receipt and sufficiency of which is hereby acknowledged, and to induce Arne Dunhem ("Dunhem") to remain as guarantor with respect to the leases set forth on Attachment A to this Guaranty (the "Leases"), which Leases are being assumed by Globalinx, Inc., a Delaware corporation ("Buyer"), pursuant to that certain Asset Purchase Agreement, (the "Asset Purchase Agreement") dated June 20<sup>th</sup>, 2001 by and among erbia Network, Inc., a Delaware corporation, erbia, Inc., a Delaware corporation, and FGC, Inc., a Delaware corporation (collectively, "Sellers"), Buyer and Orion Technologies, Inc. ("Orion"), Orion hereby unconditionally guarantees the due and punctual payment of all amounts owed, including reasonable attorneys' fees and costs of collection, by Dunhem as a result of his guaranty obligations under the Leases. The obligations of Orion hereunder shall be unconditional irrespective of the genuineness, validity, regularity or enforceability of the Leases or any other circumstances which might otherwise constitute a legal or equitable discharge of a surety or guarantor.

This Guaranty is an absolute, present and continuing guarantee of payment and is in no way conditioned or contingent upon any attempt to collect the amounts owed by Sellers or Buyer, as the case may be, or upon any other action, occurrence or circumstance whatsoever.

The obligations of Orion under this Guaranty shall be direct and primary obligations, and Dunhem or any subsequent assignee hereof shall not be required to make any demand upon the Sellers or Buyer, as the case may be, or to pursue or exhaust any of Dunhem's rights or remedies against Sellers or Buyer, as the case may be, prior to making any demand on or invoking any of Dunhem's rights and remedies against Orion. In furtherance of the foregoing, Dunhem or any subsequent assignee hereof may proceed, at one time or successively, jointly or severally, against any of Sellers, Buyer and Orion or against either one of them without affecting any of the obligations of Orion under this Guaranty and without notice to Orion. In any action brought by Dunhem or any subsequent assignee hereof against Orion under this Guaranty, Orion will not plead as a defense that any of Sellers or Buyer, as the case may be, is not legally or equitably insolvent.

Dunhem or any subsequent assignee hereof may assign this instrument and, in the event of such assignment, the assignee hereof shall have the same rights and remedies as if originally named herein in place of Dunhem. In the event that any of the Leases shall be considered to be in default, as specified therein, and Orion fails to pay the amounts due hereunder, Orion agrees to pay all collection costs and expenses, including attorneys' fees equal to the Prime Rate (as defined herein) plus two percent (2%) of the amount then due hereunder, and Orion hereby consents to the jurisdiction of the courts of Fairfax County, Virginia and agrees to accept service of process through its registered agent with respect all matters relating to this Guaranty. For purposes of this Guaranty, the term

"Prime Rate" shall mean the prime rate of interest as reported, from time to time, in the "Money Rate" section of the Wall Street Journal.

Orion hereby waives notice of the acceptance of this Guaranty by Sellers and Buyer and of Sellers' and Buyer's intention to act in reliance on this Guaranty. No act or omission on the part of Sellers and Buyer of any kind shall affect or impair this Guaranty.

No waiver of any breach of any term of this Guaranty shall be construed as a waiver of any subsequent breach of such terms or of any other terms of the same or different nature.

This Guaranty is being executed and delivered pursuant to the terms of the Asset Purchase Agreement and is subject to all of the terms, covenants and agreements thereof.

Orion acknowledges that it has reviewed this Guaranty and the obligations imposed hereby with an attorney.

This Guaranty and all rights, obligations and liabilities arising hereunder shall be construed and enforced in accordance with the laws of the Commonwealth of Virginia, without regard to its conflicts-of-law or choice-of-law principles.

This Guaranty shall bind Orion and its legal representatives.

This Guaranty may be executed in counterparts, each of which shall be deemed an original and all of which together constitute and are the same document.

**IN WITNESS WHEREOF**, intending to be legally bound hereby, a representative of Orion has executed this Guaranty on this 20<sup>th</sup> day of June, 2001.

**ORION TECHNOLOGIES, INC.**

By: 

Name: JAMES M. MacDonnell

Title: TREASURER

## ATTACHMENT A

### CONTRACTS UNDER WHICH ARNE DUNHEM IS TO REMAIN AS A GUARANTOR

#### II. Equipment Leases

<u>Lessor</u>	<u>Subject/Location</u>
(a) Deutsche Financial, #40013498	PBX, Margate, FL
(b) Deutsche Financial, #40022976	PBX Software, Margate, FL
(c) Lease Acceptance Corp., #350833	Computers, Margate, FL
(d) Preferred Capital, #716-5504031001	Computers, Margate, FL
(e) Radio Dealer Leasing, #506952	Computers, Margate, FL

#### III. Office Leases

<u>Lessor</u>	<u>Location</u>
(a) Young & Skidmore Co.	1473 Chain Bridge Road Suite 100 McLean, VA 22101
(b) Young & Skidmore Co.	1483 Chain Bridge Road Suite 300 McLean, VA 22101

**EXHIBIT K**

**EMPLOYEES TO BE HIRED BY GLOBALINX**

<b><u>Name of Employee</u></b>	<b><u>Location</u></b>	<b><u>Compensation Level</u></b>	
		Hourly	Annual
Henry, Stephen	McLean	\$13.00	
Conley, Miranda	Margate	\$14.50	
Wilson, Joanne	Margate	\$11.00	
Anderson, Romaine	Margate	\$11.00	
Steinberg, Carolyn	Margate	\$13.45	
Cruz, Nelson	Margate	\$11.00	
Douglass, Nancy	Margate	\$11.00	
Nunez, Jorge	Margate	\$10.00	
Pender, Treymayne	Margate	\$10.00	
Housley, Stephen	McLean		\$80,000
Henry, Shelby	McLean		\$42,000
Pawlik, Renate	McLean		\$61,935
Brinley, Brian	Margate		\$30,168
Stevens, Rhona	Margate		\$32,000
Steinberg, Lynn	Margate		\$37,310
Kuzevski, Joanne	Margate		\$28,000
Hanner, Pamela	McLean		\$36,000
Consultants			
Gibbs, Richard	McLean		\$138,000

## EXHIBIT L

### CONSULTING AGREEMENT

THIS CONSULTING AGREEMENT (this "Agreement") is made as of 20<sup>th</sup> of June 2001 by and among GLOBALINX, INC., a Delaware corporation (the "Company"), ORION TECHNOLOGIES, INC., a Nevada corporation ("Orion"), and ARNE DUNHEM ("Consultant").

WHEREAS, pursuant to that certain Asset Purchase Agreement of even date herewith (the "Purchase Agreement") by and among erbia, Inc. ("erbia"), a Delaware corporation, erbia Network, Inc., a Delaware corporation ("EN"), and FGC, Inc., a Delaware corporation ("FGC" and, collectively with erbia and EN, the "Sellers"), the Company and Orion, the Sellers have agreed to sell certain assets comprising the businesses of the Sellers (the "Assets") to the Company, and the Company has agreed to assume certain obligations of the Sellers;

WHEREAS, Consultant is a stockholder of erbia and has considerable knowledge of, and experience relating to, the business of the Sellers;

WHEREAS, Consultant desires to provide services to the Company as a consultant by providing valuable advice and enhancing the business of the Company;

WHEREAS, the obligations of the Sellers to proceed to closing with respect to the sale of the Assets is subject to the fulfillment of certain conditions, including the Company's agreement to hire Consultant to perform the consulting services on behalf of the Company after such closing;

WHEREAS, the Company is a wholly-owned subsidiary of Orion and Orion desires to guarantee the Company's payment obligations under this Agreement; and

WHEREAS, the Company, Orion and Consultant desire to set forth in writing their understandings and agreements with respect to the foregoing.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company, Orion and Consultant, intending to be legally bound, hereby agree as follows:

1. Term. This Agreement will become effective on the Closing Date (as defined in the Purchase Agreement) and will continue initially for a period of three (3) months thereafter, unless the Company and Consultant mutually agree to reduce or extend such period of services, as the case may be.

2. Services.

(a) Consultant will perform consulting services for the Company relating to the business of providing telecommunications services as an Integrated Communications Provider (the "Business"), as requested by Orion's President, subject to the limitations hereinbelow. Such services shall include the following:

a. Initiating and implementing a roll-up strategy of long-distance customer bases and revenue based on companies primarily currently being Qwest customers;

b. Supporting the accounts receivable collection of certain past due accounts owned jointly by the Company and the Sellers;

(b) The Company agrees to provide Consultant with advance notice of the requested consulting services and Consultant shall be obligated to perform no more than Forty (40) hours of consulting services per month and no more than One Hundred Twenty (120) hours of consulting services during the first three months of this Agreement. Notwithstanding the foregoing, it is understood that Consultant will be actively engaged in other business pursuits which will require substantially full-time duties (the "Outside Activities"); therefore, Consultant will make reasonable efforts, at reasonable times and places, to provide such services subject to the aforesaid obligations and time commitments with respect to the Outside Activities.

3. Compensation. In consideration for the services to be performed by Consultant and the other promises contained herein, the Company agrees to deliver to Consultant One Hundred Thousand (100,000) shares of Common Stock of Orion at the Closing of the Purchase Agreement. In addition, Consultant shall be entitled to receive additional shares of the Common Stock of Orion in the event that Dunhem achieves certain performance targets as set forth in Exhibit A attached hereto. Consultant is not an employee of the Company and is not entitled to any benefits, privileges, or compensation other than that expressly set forth herein. The Company will provide Consultant with an IRS 1099 form for the stock provided and Consultant shall be responsible for paying any and all taxes, including self-employment taxes, relating to the stock provided under this Agreement. Consultant shall be reimbursed for reasonable travel expenses incurred for travel requested by the Company, to include costs of transportation, lodging and meals for such travel, and other reasonable out-of-pocket expenses incurred with the prior approval of the Company.

5. Confidentiality.

i. Consultant acknowledges that he has had and may continue to have access to, and may become acquainted with, the proprietary and confidential information relating to the Business, which may consist of, among other things, plans and information regarding development, new products, marketing, and selling; information regarding business plans, budgets, analyses of competitive products, internal audit reports, financial projections, new business prospects' reports and unpublished financial statements; insurance policies and claims, rates, prices and costs; information concerning vendors, agents, and brokers; client or customer lists; expiration data, credit reports and reference; compilations of information such as marketing research compilations; any

other information that may be considered a trade secret (any confidential information of the Sellers that is conveyed to the Company pursuant to the Purchase Agreement that has actual or potential economic value); information regarding the skills, compensation, and personnel information of employees of the Sellers who are to be employed by the Company; and any other information designated by the Company as confidential (collectively "Confidential Information").

ii. Consultant agrees to keep confidential and not disclose to third parties (except to its attorneys, accountants and other representatives) all Confidential Information regarding the Business which has come into his possession, unless (i) such information becomes known to the public generally through no fault of Consultant, (ii) disclosure is required by law or the order of any governmental or regulatory authority under color of law or the (iii) Consultant reasonably believes that such disclosure is required in connection with the prosecution of a lawsuit against the Company or Orion, or the defense of a lawsuit against Consultant; provided, that prior to disclosing any information pursuant to clauses (ii) or (iii) above, Consultant, shall, if possible, give prior written notice thereof to the Company and Orion and provide the Company and Orion with the opportunity to contest such disclosure. The provisions of this Section 5 shall survive any termination of this Agreement.

6. Guaranty. Orion hereby agrees to guarantee all payment obligations of the Company under this Agreement. Unless the parties hereto otherwise agree in writing, if the Company fails to pay Consultant any amounts payable hereunder and such amounts are overdue for more than thirty (30) days, Orion shall pay Consultant no more than five (5) days after receiving from Consultant a demand for payment.

7. Obligation to Make Payments. The Company's and Orion's obligations to make payments to Consultant under this Agreement shall remain in effect irrespective of the death, disability or termination of Consultant during the term of this Agreement.

8. Location of Work. Consultant may perform the above-described services on the Company's offices in the Washington, D.C. metropolitan area or in any other location of Consultant's choice. During the first three (3) months of the term of this Agreement, if so requested by Consultant, the Company agrees to furnish space at the Company's McLean office for use by Consultant for performing the above-described services. This space may be the same space as provided to Seller under the Purchase Agreement.

9. Authority. Consultant understands and agrees that he does not have authority to represent the Company or enter into any binding agreements on the Company's behalf, without the Company's prior written consent.

10. Assignment. Neither this Agreement nor any duties or obligations under this Agreement may be assigned by Consultant without the prior written consent of the Company. Neither this Agreement nor any duties or obligations under this Agreement may be assigned by the Company without the prior written consent of Consultant.

11. Notices. Any notices to be given hereunder by either party to the other may be effected by (a) personal delivery in writing, (b) mail, registered or certified, postage prepaid with

return receipt requested or (c) nationally recognized overnight courier service. All notices shall be addressed to the parties at the following addresses:

Consultant: Arne Dunhem  
7901 Ariel Way  
McLean, Virginia 22102

The Company: Globalinx, Inc.  
c/o Orion Technologies, Inc.  
1133 21<sup>st</sup> Street, N.W.  
Washington, D.C. 20036  
Attn: Frans Heideman

Each party may change the address by written notice in accordance with this Section 11. Notice delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of five (5) days after mailing; and notices by overnight courier service will be deemed communicated as of two (2) business days after delivery to such courier service.

12. Entire Agreement. This Agreement supersedes any and all agreements, either written or oral, between the parties hereto with respect to the rendering of consulting services by Consultant for the Company and contains all the covenants and agreements between the parties with respect to the rendering of such services in any manner whatsoever. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, with respect to the rendering of consulting services by Consultant to the Company, which are not embodied herein, and that no other contract, statement or promise regarding such services that is not contained in this Agreement shall be valid. Any modification of this Agreement will be effective only if it is in writing signed by the party to be charged.

13. Severability. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

14. Arbitration. Any dispute arising out of this Agreement or any of the obligations described herein shall be resolved by arbitration in accordance with the American Arbitration Association's Commercial Disputes Resolution Rules and such arbitration shall be conducted in the greater Washington, D.C. metropolitan area. The prevailing party in any action brought to enforce or interpret the provisions of this Agreement shall be entitled to reasonable attorney's fees.

15. Applicable Law. This Agreement will be governed by and construed in accordance with the laws of the Commonwealth of Virginia, without regard to its conflict-of-laws or choice-of-law principles.



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

GLOBALINX, INC.

Name: *Boston W. Rineer*  
By: *Boston W. Rineer*  
Its: *President*

ORION TECHNOLOGIES, INC.

Name: *James D. McComas*  
By: *James D. McComas*  
Its: *President*

*Arne Dunhem*  
Arne Dunhem

**Exhibit A**

**PERFORMANCE TARGETS AND BONUS COMPENSATION**

For each Hundred Thousand Dollars (\$100,000) of new monthly billed revenue applied to Buyer as a result of Dunhem's acquisition and roll-up efforts, Orion shall deliver to Dunhem Twenty Thousand (20,000) shares of Common Stock of Orion to a total maximum of One Hundred Thousand (100,000) shares.

The intent is that Dunhem shall attempt to transfer an as high a revenue amount as possible during the first three (3) months after Closing.

**EXHIBIT M**

COLLECTION PROCESS AND PROCEDURE

**PROCEDURES BETWEEN GLOBALINX (BUYER) AND ERBIA NETWORK  
(SELLER)  
FOR  
COLLECTION OF ACCOUNTS RECEIVABLE**

June 20, 2001

**I. PURPOSE.**

The purpose of this document is to outline procedures to be employed by (a) Buyer and (b) Seller relating to collection of customer accounts receivable and the settlement and payments between the companies for such collections after the sale closes.

**II. DEAL PRINCIPLES RELATING TO ACCOUNTS RECEIVABLE.**

The principles of the deal whereby Buyer acquires Seller's long distance resale business include the principle that Buyer will acquire rights to monies collected from, as of the Closing Date, all current accounts receivable and that Seller will retain rights to all monies collected from all past due accounts receivable, including those accounts receivable that have been written off as bad debts. A current account receivable is defined as a customer account receivable of 0-30 days of age measured from the first day of the month after the service was rendered, i.e. the first day of the standard billing cycle, and a past due account receivable is defined as a customer account receivable of 31 days of age or older measured from the first day of the month after the service was rendered i.e. at the first day of the standard billing cycle. For example, if the service is rendered on May 15, then the measurement date for determining whether an accounts receivable is current or past due is June 1.

For subsequent months after Closing, the new past due buckets shall be owned by Buyer, i.e. for one month after Closing the 0 – 30 days past due bucket belongs to Buyer and the 31-day and older past due buckets belong to the Seller; and for two month after Closing the 0 – 30 days and 31- 60 days past due buckets belong to Buyer and the 61-day and older past due buckets belong to the Seller.

### **III. DETAILED PROCEDURES**

#### **A. Definition of Customer Accounts Receivable Amounts Owned by Each Party.**

As of the Closing Date, a complete inventory of all accounts receivable will be developed by both parties, the age of each receivable agreed and then sorted and allocated into the following categories:

- (a) Current Accounts - Accounts Receivable owned entirely by Buyer
- (b) In-Active, past due, closed and written-off Accounts - Accounts Receivable owned entirely by Seller
- (c) Active Accounts, where a customer owes a current amount as well as a past due amount - Accounts Receivable jointly owned by Seller and Buyer

The accounts receivable owned entirely by Seller shall include any accounts receivable previously written off to bad debt and transferred to third party collection, as of the Closing Date.

#### **B. Collection Activities by Each Party.**

##### **1. First Party Collection.**

First party collection on all open accounts will be performed by Buyer, regardless of ownership. Managed by the former erbia Director, (1) "reminder" and/or "dunning" letters will be sent to overdue accounts, (2) the collection group within the call center will make outbound calls to overdue open accounts 60 days or older and (2) inbound calls from overdue accounts will be received and processed appropriately by the call center and other personnel to collect the account receivable.

If credits or adjustments in excess of \$10.00 in aggregate on a given account are to be made to a customer account receivable owned by Seller, Seller must concur in advance before such an adjustment is effected.

If an open account with a receivable owned at least in part by Seller ceases to be active and/or collection action is not undertaken by Buyer, Seller may request that the account be closed and sent to third party collection. Buyer will then close the account and send to third party collection within 15 days unless it provides Seller with a specific reason that the account should not go to third party collection. In this latter event, the parties will agree on the appropriate action.

Since the third party collectors generally do not function on accounts less than \$25.00, Seller will be responsible for any first party collection activity, if any, on accounts closed prior to the closing date and having a balance owed of less than \$25.00.

2. **Third Party Collection.**

As of the Closing Date, Seller will maintain its relationship with the third party collectors, namely Dun & Bradstreet, CMI and United Consumers Inc. All such accounts in the hands of these third party collectors on the Closing Date will be more than 30 days old and closed will be owned by Seller. Buyer will establish new third party collection accounts with the appropriate entities, as needed.

Seller will provide guidance to the third party collectors relative to these accounts and these collectors will pass on any customer payments they receive, less the collector's fee, to Seller.

Seller will be responsible for identifying any payments it receives or Buyer receives from customers having accounts in the hands of the third party collectors as having a fee payable to the relevant third party collector.

As time passes, accounts jointly owned by Buyer and Seller will be closed and sent to the third party collection. Jointly-owned accounts shall be sent to the third party collector for the company having the larger balance due. In this event, upon collection, the gross collected amount and the third party collection fees/expenses will be allocated in proportion to the amount owed each party by that account.

**C. Settlement Procedures and Payments.**

Buyer will maintain current records regarding the status of accounts receivable in which Seller has at least partial financial interest. Such records include the PCS System customer file as well as paper/computer records regarding such accounts. These records will be available for Seller inspection at any time during business hours.

On the 15<sup>th</sup> of each month, each party will provide the other with information regarding the prior month's collection activity. Each party will provide information regarding what it has collected and its understanding as to the amounts owed, if any, to the other. Based upon this process, the parties will make appropriate payments to the other by the 20<sup>th</sup> of each such month.

**D. Other.**

Buyer shall provide Seller with access to the Bluespring PCS System and any successor customer care system to monitor customer account activity and to enter customer payments received by Seller for at least ninety (90) days after Closing.

Buyer shall enable Seller to monitor call center collection activity as it pertains to collection of its receivables, including reports and on-site visits for at least ninety days (90) after Closing.

EXHIBIT N

AGENT SETTLEMENTS

TABLE OF PROPOSED AGENT SETTLEMENT AMOUNTS

Page 1 of 2

<u>Agent</u>	<u>Total Due</u>	<u>Monthly Payment for 8 months</u>	<u>Stock \$ Value</u>	<u>Number of Shares @ \$0.55</u>	<u>Resident State</u>
<u>90501- R.Mesmer</u>	11,305.80	706.61	1,413.22	2,569	Kansas
<u>90502- M.Guthrie</u>	2,132.45	133.28	266.56	485	Virginia
<u>90503- S.Pearl</u>	2,297.40	143.59	287.18	522	New Jersey
<u>96000- Pearl, Scott</u>	262.75	16.42	32.84	60	New Jersey
<u>15001- Bea/Les Leff</u>	6,217.57	388.60	777.20	1,413	Tennessee
<u>15002- Steve Schilling</u>	6,168.33	385.52	771.04	1,402	California
<u>15008- Ken Brown</u>	114.56	7.16	14.32	26	Montana
<u>15017- Cindy Lee</u>	794.34	49.65	99.29	181	North Carolina
<u>15020- Bob Baker</u>	2,956.31	184.77	369.54	672	Florida
<u>15021- Reed Venturella</u>	7,381.03	461.31	922.63	1,678	Tennessee
<u>15025- David Brandstetter</u>	1,655.23	103.45	206.90	376	Missouri
<u>15026- Bill Mitchell</u>	8,040.43	502.53	1,005.05	1,827	Florida
<u>15041- Arnold Brod</u>	2,975.45	185.97	371.93	676	New Jersey
<u>15059- Larry Messinger</u>	441.02	27.56	55.13	100	California
<u>15066- David Harriman</u>	897.96	56.12	112.24	204	Florida

<b>15082-</b>					
Stephen Schneider	852.80	53.30	106.60	194	Idaho
<b>15084-</b>					
Dan Weller, Jr.	1,632.03	102.00	204.00	371	Washington
<b>15085-</b>					
Joe Strauss	1,095.98	68.50	137.00	249	California
<b>15011-</b>					
Viau, Ron	955.59	59.72	119.45	217	Florida
<b>15014-</b>					
Scott London	1,480.64	92.54	185.08	337	New Jersey
<b>15028-</b>					
Brad Smith	158.62	9.91	19.83	36	Wisconsin
<b>15070-</b>					
Mike Mackin	2,093.21	130.83	261.65	476	Oregon
<b>17000-</b>					
Stuart Lawn	480.80	30.05	60.10	109	Pennsylvania
<b>90312-</b>					
Mark Candra	619.72	38.73	77.47	141	Ohio
<b>90313-</b>					
Rockie Kunstmann	935.96	58.50	116.99	213	Mississippi
<b>Total</b>	<b>63,010.01</b>	<b>3,938.13</b>	<b>7,876.25</b>	<b>14,320</b>	



**EXHIBIT B**

**SAMPLE NOTICE OF TRANSFER**



March 22, 2002

RE: New Service Provider

Dear Valued Customer:

Effective April 22, 2002, Special Accounts Billing Group, Inc. ("SABG") will acquire certain assets of *erbia* Network, Inc., including the carrier's subscriber base.

SABG has no plans to change the rates, terms, and conditions of services currently provided to you. In addition, no charges or fees will be imposed as a result of this transfer. SABG will provide at least thirty (30) days prior written notice of any changes to these rates, terms, and conditions.

As our customer, you have the right to choose your long distance provider; you are free to choose another carrier to supply the services currently provided, if an alternative carrier is available.

All subscribers receiving this notice, even those who have arranged PIC freezes through the local exchange carrier (LEC), will transfer to SABG, unless another carrier has been selected prior to April 22, 2002. If you have a PIC freeze on your account, you will need to contact the LEC to arrange for a new freeze.

We value your business and will continue to do our best to provide the highest quality service at competitive prices.

Should you have a question or complaint concerning this transfer, please contact SABG by dialing the following toll-free number: (877) 777-3515.

Sincerely,

*erbia* Network, Inc.