

## SUBSCRIPTION AGREEMENT

This Subscription Agreement (this "Agreement") is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2001 by and between [\_\_\_\_], the sole incorporator (the "Incorporator") of TransConnect Corporate Manager, Inc., a Delaware corporation (the "Corporation") and [\_\_\_\_], an individual who has been selected to serve as an initial director of the Corporation (the "Director").

WHEREAS, the Incorporator intends to incorporate the Corporation in the State of Delaware;

WHEREAS, the Director has been selected and has agreed to serve as an initial director of the Corporation;

WHEREAS, upon the incorporation of the Corporation, the Director desires to purchase one hundred (100) shares of Class A Common Stock of the Corporation at a price per share of ten dollars (\$10);

NOW THEREFORE, in consideration of the mutual representations, warranties, covenants and agreements contained herein, the parties hereto agree as follows:

1. The director hereby subscribes for and agrees to purchase one hundred (100) shares of Class A Common Stock of the Corporation at a price per share of ten dollars (\$10).

2. Within three (3) business days of the incorporation of the Corporation, the Director shall tender to the Corporation a check made payable to the order of the Corporation in the amount of one thousand dollars (\$1,000) to purchase the shares of Class A Common Stock of the Corporation described in paragraph 1 hereof.

3. The Incorporator hereby accepts the Director's subscription described in paragraph 1 and shall cause the Corporation, upon its incorporation, to accept such subscription and, upon receipt of the purchase price therefor, issue to the Director one hundred (100) shares of Class A Common Stock of the Corporation, which shares shall be fully-paid and nonassessable.

4. The Director represents and warrants to the Incorporator and the Corporation that he or she is purchasing the aforementioned shares for his or her own account for investment and not with a view to the resale or distribution of all or any part of such shares. The Director agrees that he or she must bear the economic risk of his or her investment for an indefinite period of time because, among other reasons, said shares have not been registered under the Securities Act of 1933, as amended, or under the securities laws of any state and, therefore, cannot be resold, pledged, assigned or otherwise disposed of unless they are subsequently registered under the Securities Act of 1933, as amended, or under applicable securities laws of certain states or an exemption from such registration is available.

5. This Subscription Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

6. This Subscription Agreement shall be binding upon and inure to the benefit of the parties hereto and the Corporation, as a third-party beneficiary hereof.

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

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