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PUBLIC SERVICE COMMISSION
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FILES
ALBANY, N.Y.

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ANDREW J. VORBRICH*
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ROBERT G. LENNON***

*Also admitted in Iowa.

**Also admitted in California and North Carolina.

***Also admitted in New York, Illinois and Washington, D.C.

August 31, 1999

Deborah Renner, Acting Secretary
New York Department of Public Service
Three Empire State Plaza
Albany, NY 12223

99-C-1201

685

RE: Petition for Authority to Transfer of INTERNATIONAL TELEPHONE GROUP, INC.
to NUI CAPITAL CORP.

Dear Ms. Renner:

Enclosed herewith for filing with the Commission, please find an original and three (3) copies of the above captioned corporation's Petition for Authority to Transfer and Control of INTERNATIONAL TELEPHONE GROUP, INC. TO NUI CAPITAL CORP.

In addition, enclosed is a duplicate of this letter attached to a copy of the Petition. Please stamp the duplicate and return same in the self-addressed, stamped envelope.

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

Very truly yours,

EARLY, LENNON, PETERS & CROCKER, P.C.

Patrick D. Crocker
PDC/res

acknowledgment

**BEFORE THE
STATE OF NEW YORK
PUBLIC SERVICE COMMISSION**

Petition for Authority to Transfer)	
Control of International Telephone Group, Inc.)	Docket No.
to NUI Capital Corp.)	

To the Commission:

PETITION FOR AUTHORITY TO TRANSFER CONTROL

International Telephone Group, Inc. ("ITG") by its attorneys, hereby respectfully requests the New York Public Service Commission ("Commission"), pursuant to Section 100 of the New York Public Service Law, to *immediately* approve the transfer of control of the Company from its current shareholders to NUI Capital Corp.¹ ITG is currently certified to provide intrastate telecommunication services in New York.² ITG requests expedited treatment of this petition in order to permit the consummation of the transaction without undue delay.³

¹ *NUI Capital Corp. is a wholly owned subsidiary of NUI Corporation (hereinafter "NUI").*

² *The Company was authorized by the Commission to provide intrastate telecommunications services as a reseller in Case No. 96-C-0287.*

³ *The Commission has approved substantially similar petitions in the past without public notice and a hearing. See e.g., Joint Petition of WorldCom, Inc. and BLT Technologies, Inc. for Approval of the Transfer of Control of BLT Technologies from its Current Shareholders to WorldCom, Inc., Case No. 96-C-0738 (October 4, 1996).*

THE PARTIES

1. The principal office of NUI is located at:

One Elizabethtown Plaza
P.O. Box 3175
Union, NJ 07083-1975

2. ITG's current address is:

1300 Mount Kemble Avenue
Morristown, NJ 07960

3. Questions about this Petition should be directed to the following:

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

TRANSFER OF CONTROL

4. The terms and conditions upon which NUI, NUI Acquisition Corp., ITG and its shareholders propose to effect this merger are set forth in the Agreement and Plan of Merger ("Agreement") attached hereto as Exhibit A and incorporated herein by reference. Under the Agreement, each issued and outstanding share of ITG stock (except for treasury shares) will be exchanged for a combination of cash and shares of NUI. The amount of cash and NUI shares payable to holders of ITG stock will be determined based on the formulas set out in the Agreement. Following the completion of the transactions contemplated by the Agreement and the receipt of all necessary regulatory approvals: (a)

NUI Capital Corp. will be the owner of all of the outstanding common stock of ITG; (b) ITG will be a wholly owned subsidiary of NUI Capital Corp., which by itself a wholly owned subsidiary of NUI; and (c) ITG will continue to operate its business in each of the jurisdictions in which it is currently authorized to do so.

QUALIFICATIONS OF TRANSFEREE

5. NUI is financially qualified to acquire control of the Company and its business. NUI is a New Jersey corporation. NUI, through its operating divisions, is engaged in the business of transporting, distributing and selling natural gas in the States of New Jersey (Elizabethtown Gas), Florida (City Gas Company), Pennsylvania (Valley Cities Gas), Maryland (Elkton Gas), and New York (Waverly Gas).

6. In addition to its activities as a natural gas local distribution company in various jurisdictions, NUI, through its subsidiary and affiliate corporations, also engages in a number of unregulated businesses throughout the United States. Neither these unregulated subsidiaries nor NUI's local distribution activities in states other than New York are regulated by this Commission.

PUBLIC INTEREST

7. The transfer of control of ITG from its current shareholders to NUI is in the public interest. The addition of the ITG to NUI's other interests will enhance both NUI and the ITG's ability to compete in the market for telecommunications services in New York and elsewhere. The Petitioners will benefit from increased economies of scale that will permit

them to operate more efficiently and thus to compete more effectively.

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

9. After transfer of control, ITG will continue to operate as it has in the past, using the same name and operating authority. NUI intends to retain all key ITG personnel, including senior management personnel. Thus, the transfer of control will be transparent to and will have no adverse impact upon ITG customers.

WHEREFORE, ITG respectfully requests that the Commission *immediately* authorize the transfer of control of the Company from its current shareholders to NUI so that the transaction may proceed without undue delay.

Respectfully submitted,

International Telephone Group, Inc.

By: _____

Patrick D. Crocker
EARLY, LENNON, PETERS & CROCKER, P.C.
900 Comerica Building
Kalamazoo, MI 49007-4762
(616) 381-8844
(616) 349-8525 (facsimile)

VERIFICATION

I, Patrick D. Crocker, Attorney for INTERNATIONAL TELEPHONE GROUP, INC., first being duly sworn on oath, deposes and says that he has read the foregoing Petition and verifies that the statements made therein are true and correct to the best of his knowledge, information, and belief.

BY: _____

Patrick D. Crocker
Attorney

The foregoing instrument was acknowledged before me this 2nd day of September

1999 by _____

Carolyn E. Snyder
Notary Public: Carolyn E. Snyder
For the County of Kalamazoo
State of Michigan
My Commission Expires June 14, 2001

EXHIBIT A

AGREEMENT AND PLAN OF MERGER

By and Among

NUI CORPORATION,

NUI ACQUISITION CORP.,

INTERNATIONAL TELEPHONE GROUP, INC.,

and

THE STOCKHOLDERS OF INTERNATIONAL TELEPHONE GROUP, INC.

Dated as of August __, 1999

AGREEMENT AND PLAN OF MERGER

AGREEMENT AND PLAN OF MERGER dated as of August ____, 1999, by and among NUI Corporation, a New Jersey corporation ("NUI"), NUI Acquisition Corp., a New Jersey [corporation to be formed] ("Sub"), International Telephone Group, Inc., a New Jersey corporation (the "Company"), and the Company's stockholders who are signatories to this Agreement (together, the "Stockholders").

WHEREAS, the respective Boards of Directors of NUI and the Company have determined that it is in the best interests of their respective companies and their stockholders to consummate the business combination transaction provided for herein in which Sub will, subject to the terms and conditions set forth herein, merge with and into the Company (the "Merger"); and

WHEREAS, NUI, Sub, the Company and the Stockholders desire to make certain representations, warranties and covenants in connection with the Merger.

NOW, THEREFORE, in consideration of the mutual covenants, representations, warranties and agreements contained herein, and intending to be legally bound hereby, the parties agree as follows:

ARTICLE I

THE MERGER

1.01 **The Merger.** Subject to the terms and conditions of this Agreement, in accordance with the New Jersey Business Corporation Act ("NJBCA"), at the Effective Time (as hereinafter defined), Sub shall merge with and into the Company. The Company shall become the surviving corporation (hereinafter sometimes called the "Surviving Corporation") in the Merger, and shall continue its corporate existence under the laws of the State of New Jersey. NUI shall cause the Surviving Corporation to become a wholly-owned subsidiary of NUI Capital Corp. which is a wholly-owned subsidiary of NUI. The name of the Surviving Corporation shall be "International Telephone Group, Inc." Upon consummation of the Merger, the separate corporate existence of Sub shall terminate.

1.02 **Plan of Merger.** This Agreement shall constitute an agreement of merger for purposes of the NJBCA.

1.03 **Effective Time.** As promptly as practicable after all of the conditions set forth in Article VIII shall have been satisfied or, if permissible, waived by the party entitled to the benefit of the same, the Company and Sub shall duly execute and file a certificate of merger (the "Certificate of Merger") with the Secretary of State of the State of New Jersey (the "New Jersey Secretary") in accordance with the NJBCA. The Merger shall become effective on the date (the "Effective Date") and at such time (the "Effective Time") as the Certificate of Merger is filed with the New Jersey Secretary or at such later date and time as is specified in the Certificate of Merger.

1.04 **Effect of the Merger.** At the Effective Time, the effect of the Merger shall be as provided herein and as set forth in Section 14A:10-6 of the NJBCA. Without limiting the generality

of the foregoing, and subject thereto, at the Effective Time, (i) all the property, rights, privileges, powers and franchises of Sub shall vest in the Surviving Corporation, (ii) all debts, liabilities, obligations, restrictions, disabilities and duties of Sub and the Company shall become the debts, liabilities, obligations, restrictions, disabilities and duties of the Surviving Corporation and (iii) the Surviving Corporation shall become a wholly-owned subsidiary of NUI Capital Corp. which is a wholly-owned subsidiary of NUI.

1.05 Conversion of Company Common Stock.

(a) At the Effective Time, each share of the common stock, no par value, of the Company (the "Company Common Stock") issued and outstanding immediately prior to the Effective Time (other than shares of Company Common Stock held in the Company's treasury or directly or indirectly by Parent, Sub or the Company) shall, by virtue of this Agreement and without any action on the part of the holder thereof, be converted into the right to receive and be exchangeable for (i) \$7,373.27 per share in cash (the "Cash Per Share Price"); (ii) the Conversion Number (as defined below) of shares of NUI common stock, no par value ("NUI Common Stock") (such consideration to be referred to as the "Stock Per Share Price" and, together with the Cash Per Share Price, the "Per Share Price"); provided that the Conversion Number shall be increased, if necessary, to such number of shares of NUI Common Stock as necessary to treat the Merger as a reorganization under Section 368(a) of the Internal Revenue Code of 1986, as amended (the "Code") with a corresponding decrease in the Cash Per Share Price; and (iii) such additional shares of NUI Common Stock which may be delivered after the Effective Time in accordance with and subject to the conditions contained in Section 1.06 hereof.

(b) Each share of Company Common Stock converted into the Per Share Price pursuant to this Article I shall no longer be outstanding and shall automatically be canceled and shall cease to exist, and each certificate (each a "Certificate," and collectively, the "Certificates") previously representing any such shares of Company Common Stock shall thereafter represent the immediate right to receive (i) cash equal to the Cash Per Share Price multiplied by the number of shares of Company Common Stock represented by such Certificate; and (ii) shares of NUI Common Stock equal to the Stock Per Share Price multiplied by the number of shares of Company Common Stock represented by such Certificate; and the conditional right to receive the Additional Price Per Share (in the aggregate, the "Merger Consideration"). Certificates previously representing shares of Company Common Stock shall be exchanged for the Merger Consideration upon the surrender of such Certificates in accordance with Section 2.02 hereof, without any interest thereon.

(c) For purposes of this Agreement, the Conversion Number shall be the quotient of:

(i) Two Million Eight Hundred Thousand and 00/100 Dollars (\$2,800,000.00) divided by the number of shares of Company Common Stock issued and outstanding immediately prior to the Effective Time (other than shares of Company Common Stock held in the Company's treasury or directly or indirectly by NUI, Sub or the Company), divided by

(ii) the average closing price of NUI Common Stock as reported on the New York Stock Exchange for the first 20 of the 25 consecutive trading days immediately preceding the Closing Date (as defined herein) (the "Average Closing Price").

(d) If, between the date of this Agreement and the Effective Time as to the Per Share Price and the date the Additional Per Share Price is earned hereunder, the outstanding shares of NUI Common Stock shall be changed into a different number of shares by reason of any reclassification, recapitalization or exchange of shares or if a stock split, combination, stock dividend, stock rights or extraordinary dividend thereon shall be declared with a record date within said period, the Stock Per Share Price, the Average Closing Price and the Additional Price Per Share shall be correspondingly adjusted, as applicable. No fractional shares of NUI Common Stock will be issued and, in lieu thereof, any stockholder entitled to receive a fractional share of NUI Common Stock shall be paid in cash an amount equal to the value of such fractional shares, which shall be calculated as the fraction of the share of NUI Common Stock that would otherwise be issued multiplied by the Average Closing Price.

(e) Each share of Company Common Stock held in the treasury of the Company, and each share of Company Common Stock owned directly or indirectly by Parent, Sub or the Company, shall be canceled and retired without payment of any consideration therefor. Each share of common stock, no par value, of Sub issued and outstanding immediately prior to the Effective Time shall be converted into one validly issued, fully paid and nonassessable share of common stock, no par value, of the Surviving Corporation.

1.06 Additional Price Per Share. In the event that by no later than December 31, 2003, the Surviving Corporation earns at least \$2,500,000.00 in gross profit as determined in accordance with generally accepted accounting principles ("GAAP") consistently applied in a fiscal year ending December 31 after the Effective Time (the "Fiscal Period") each Certificate shall receive additional shares of NUI Common Stock equal to the Additional Price Per Share (as defined below) multiplied by the number of shares of Company Common Stock represented by such Certificate. The Additional Price Per Share shall be the quotient of:

(i) One Million and 00/100 Dollars (\$1,000,000.00) divided by the number of shares of Company Common Stock issued and outstanding immediately prior to the Effective Time (other than shares of Company Common Stock held in the Company's treasury or directly or indirectly by NUI, Sub or the Company), divided by

(ii) the Average Closing Price, which for purposes of this Section 1.06 shall mean the average closing price of NUI Common Stock as reported on the New York Stock Exchange for 10 consecutive trading days immediately preceding the end of the Fiscal Period. NUI shall deliver the shares of NUI Common Stock representing the Additional Price Per Share to the holders of Certificates surrendered pursuant to Section 2.01 hereof by no later than 90 days following the end of the Fiscal Period.

In the event of a Change in Control of NUI or a Change in Ownership of the Company (as such terms are defined in the Boudria Employment Agreement referenced in Section 7.10 of this Agreement) before the Additional Price Per Share is earned and payable, the Additional Price Per Share when earned in accordance with this Section 1.06 shall be payable in either (i) shares of common stock of the successor in interest to NUI if such shares are listed on the New York Stock Exchange or any other national securities exchange or quotation system (in which case the Average Closing Price shall mean the average closing price of such shares) or (ii) in cash in the event the successor in interest to NUI does not have listed shares of common stock. Any successor in interest to NUI shall assume the obligations contained in this Section 1.06. In the event of a Change in Ownership of the Company, NUI will guarantee the obligations of its successor in interest contained in this Section 1.06.

1.07 Certificate of Incorporation. Unless otherwise agreed to by the parties prior to the Effective Time, at and after the Effective Time, the Certificate of Incorporation of the Company shall be the Certificate of Incorporation of the Surviving Corporation, until thereafter amended as provided by law and such Certificate of Incorporation.

1.08 Bylaws. Unless otherwise agreed to by the parties prior to the Effective Time, at and after the Effective Time, the Bylaws of the Company shall be the Bylaws of the Surviving Corporation, until thereafter amended as provided by law, the Certificate of Incorporation of the Surviving Corporation and such Bylaws.

1.09 Directors and Officers of the Surviving Corporation. As of the Effective Time, the board of directors of the Surviving Corporation shall consist of five (5) members who shall be designated by NUI in writing prior to the Effective Time; provided, however, NUI shall designate Richard M. Boudria as one of the members of the board of directors of the Surviving Corporation. Each of the directors so designated shall hold office in accordance with the Certificate of Incorporation and Bylaws of the Surviving Corporation until his or her respective successors are duly elected or appointed and qualified. The board of directors of the Surviving Corporation shall elect the officers of the Surviving Corporation; provided, however, Richard M. Boudria shall be elected as the President and Chief Executive Officer of the Surviving Corporation to hold office in accordance with an employment agreement between Richard M. Boudria and the Company, the terms of which have been agreed upon by Richard M. Boudria, NUI and the Company which terms are set forth in Exhibit A annexed hereto.

1.10 Additional Actions. If, at any time after the Effective Time, the Surviving Corporation shall consider or be advised that any further assignments or assurances in law or any other acts are necessary or desirable (a) to vest, perfect or confirm, of record or otherwise, in the Surviving Corporation, title to and possession of any property or right of the Company acquired or to be acquired by reason of, or as a result of, the Merger, or (b) otherwise to carry out the purposes of this Agreement, the Company and its proper officers and directors shall be deemed to have granted to the Surviving Corporation an irrevocable power of attorney to execute and deliver all such proper deeds, assignments and assurances in law and to do all acts necessary or proper to vest, perfect or confirm title to and possession of such property or rights in the Surviving Corporation and

otherwise to carry out the purposes of this Agreement; and the proper officers and directors of the Surviving Corporation are fully authorized in the name of the Company or otherwise to take any and all such action.

1.11 **Accounting and Tax Treatment.** The parties to this Agreement intend that the Merger shall be treated as a purchase for accounting purposes and as a reorganization under Section 368(a) of the Code.

ARTICLE II

PAYMENT OF MERGER CONSIDERATION

2.01 Exchange of Shares.

(a) At the Effective Time, upon surrender of all the Certificates to NUI (or affidavits and bonds relating thereto in accordance with Section 2.01(a)), NUI shall deliver to each holder of a Certificate or Certificates cash equal to the Cash Per Share Price and shares of NUI Common Stock equal to the Stock Per Share Price multiplied by the number of shares of Company Common Stock represented by such Certificate or Certificates, plus cash in lieu of fractional shares of NUI Common Stock, valued in accordance with Section 1.05(d) hereof. Each such holder of a Certificate or Certificates surrendered hereunder shall also be entitled to a contingent future payment of the Additional Price Per Share, if any, payable in accordance and subject to the conditions contained in Section 1.06 hereof. Notwithstanding the time of surrender of the Certificates, record holders ("Record Holders") of Company Common Stock shall be deemed stockholders of NUI with respect to the shares of NUI Common Stock payable at the Effective Time for all purposes from the Effective Time, except that NUI shall withhold the payment of dividends from any Record Holder until such Record Holder effects the exchange of Certificates for NUI Common Stock. (Such Record Holder shall receive such withheld dividends, without interest, upon effecting the share exchange.) Record Holders shall be deemed stockholders of NUI with respect to the shares of NUI Common Stock constituting the Additional Price Per Share, payable in accordance with and subject to the conditions of Section 1.06 hereof, for all purposes as of January 1 of the year following the Fiscal Period.

(b) After the Effective Time, there shall be no transfers on the stock transfer books of the Company of the shares of Company Common Stock which were issued and outstanding immediately prior to the Effective Time.

(c) In the event any Certificate shall have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming such Certificate to be lost, stolen or destroyed and, if required by NUI, the posting by such person of a bond in such amount as NUI may direct as indemnity against any claim that may be made against it with respect to such Certificate, NUI will deliver in exchange for such lost, stolen or destroyed Certificate, the Merger Consideration deliverable in respect thereof pursuant to this Agreement.

2.02 Listing of Shares. At or prior to the time that NUI registers for resale the shares of NUI Common Stock issued in connection with the Merger under the Securities Act of 1933, as amended (the "Securities Act"), NUI shall cause such NUI Common Stock to be listed on the New York Stock Exchange or any other national securities exchange or quotation system, if any, upon which NUI Common Stock is trading or is being quoted at such time.

ARTICLE III

REPRESENTATIONS AND WARRANTIES OF THE COMPANY AND THE STOCKHOLDERS

The Company and the Stockholders jointly and severally hereby represent and warrant to NUI and Sub as follows, subject only to the exceptions specifically disclosed under appropriate section headings in the Company's schedules:

3.01 Corporate Organization and Qualification.

(a) The Company is a corporation duly organized, validly existing and in good standing under the laws of the State of New Jersey. The Company has the corporate power and authority to own or lease all of its properties and assets and to carry on its business as it is now being conducted, and is duly licensed or qualified to do business in each jurisdiction in which the nature of the business conducted by it or the character or location of the properties and assets owned or leased by it makes such licensing or qualification necessary, except where the failure to be so licensed or qualified would not have a Material Adverse Effect (as defined below) on the Company. As used in this Agreement, the term "Material Adverse Effect" means, with respect to NUI, the Company or the Surviving Corporation, as the case may be, any change or effect that is or is reasonably expected to be materially adverse to the business, properties, assets, liabilities, financial condition or results of operations of such party and its Subsidiaries, taken as a whole. As used in this Agreement, the word "Subsidiary" means any corporation, partnership or other organization, whether incorporated or unincorporated, which is or was consolidated with such party or with which such party is or was consolidated for financial reporting purposes. The Certificate of Incorporation and Bylaws of the Company, copies of which have previously been delivered to NUI, are true and complete copies of such documents as in effect as of the date of this Agreement.

(b) The Company has no direct or indirect Subsidiaries. ITG Limited, Inc. was previously formed by the Company and was dissolved by the Company prior to the commencement of any business or issuance of shares by ITG Limited, Inc. Except as set forth on Schedule 3.01, the Company does not own, control or hold with the power to vote, directly or indirectly of record, beneficially or otherwise, any capital stock or any equity or ownership interest in any corporation, partnership, association, joint venture or other entity, except for less than five percent (5%) of any equity security registered under the Securities Exchange Act of 1934, as amended (the "Exchange Act").

(c) The minute books of the Company contain true, accurate and complete records of all meetings and other corporate actions held or taken by its stockholders and board of directors (including committees thereof).

3.02 Capitalization.

(a) The authorized capital stock of the Company consists of 2,500 shares of Company Common Stock. As of the date of this Agreement, there are 94.9375 shares of Company Common Stock issued and outstanding all of which are owned by the Stockholders in the amounts as set forth in Schedule 3.02(a)(i) annexed hereto. Except as set forth on Schedule 3.02(a)(ii), all of the issued and outstanding shares of Company Common Stock have been duly authorized and validly issued and are fully paid, nonassessable and free of preemptive rights with no personal liability attaching to the ownership thereof. Except as set forth in Schedule 3.02(a)(iii) hereto, the Company does not have and is not bound by any outstanding subscriptions, options, warrants, calls, commitments or agreements of any character calling for the purchase or issuance of any shares of Company Common Stock or any other equity security of the Company or any securities representing the right to purchase or otherwise receive any shares of Company Common Stock or any other equity security of the Company other than as provided for in this Agreement. There are no bonds, debentures, notes or other indebtedness of the Company having the right to vote (or convertible into, or exchangeable for securities having the right to vote) on any matters on which stockholders of the Company may vote.

(b) Except as disclosed on Schedule 3.02(b) hereto, there are no agreements or understandings, with respect to the voting of any shares of Company Common Stock or which restrict the transfer of such shares, to which the Company is a party and, to the knowledge of the Company, there are no such agreements or understandings to which the Company is not a party with respect to the voting of any such shares or which restrict the transfer of such shares, other than applicable federal and state securities laws.

(c) All dividends on Company Common Stock which have been declared prior to the date of this Agreement have been paid in full.

3.03 Authority; No Violation.

(a) The Company has full corporate power and authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby. The execution and delivery of this Agreement and the consummation by the Company of the transactions contemplated by this Agreement have been duly and validly authorized by all requisite corporate action on the part of the Company and, except for the approval of the adoption of this Agreement by the vote or consent of the Stockholders required by the Company's Certification of Incorporation and Bylaws and the filing of the Certificate of Merger, no other corporate proceedings on the part of the Company are necessary to approve this Agreement and to consummate the transactions contemplated hereby. This Agreement has been duly and validly executed and delivered by the Company and (assuming the due authorization, execution and delivery by NUI and Sub) constitutes a valid and

binding obligation of the Company, enforceable against the Company in accordance with its terms, subject to the effect of any applicable bankruptcy, reorganization, insolvency (including, without limitation, all laws relating to fraudulent transfers), moratorium or similar laws affecting creditors' rights and remedies generally and subject, as to enforceability, to the effect of general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

(b) Except as set forth in Schedule 3.03 hereto, neither the execution and delivery of this Agreement by the Company, nor the consummation by the Company of the transactions contemplated hereby, nor compliance by the Company with any of the terms or provisions hereof, will (i) violate, conflict with or result in a breach of any provision of the Certificate of Incorporation or Bylaws of the Company, (ii) assuming that the consents and approvals referred to in Section 3.04 hereof are duly obtained, (x) violate any statute, code, ordinance, rule, regulation, judgment, order, writ, decree, license or injunction applicable to the Company, or any of its properties or assets, or (y) violate, conflict with, result in a breach of any provisions of or the loss of any benefit under, constitute a default (or any event, which, with notice or lapse of time, or both would constitute a default) under, result in the termination of or a right of termination or cancellation under, accelerate the performance required by, or result in the creation of any lien, pledge, security interest, charge or other encumbrance upon any of the properties or assets of the Company under any of the terms, conditions or provisions of any note, bond, mortgage, indenture, deed of trust, license, lease, agreement or other instrument or obligation to which the Company is a party, or by which the Company or any of its properties or assets may be bound or affected.

3.04 Consents and Approvals. Except for (a) the filing of the Certificate of Merger with the New Jersey Secretary pursuant to the NJBCA to effect the Merger, (b) such filings as may be necessary as a result of any facts or circumstances relating solely to NUI or Sub, and (c) such filings, authorizations, consents or approvals as may be set forth in Schedule 3.04 hereto, no consents or approvals of, or filings or registrations with, any court, administrative agency, regulatory agency or commission or other governmental authority or instrumentality (each a "Governmental Entity") or with any third party are necessary in connection with the execution and delivery by the Company of this Agreement and the consummation by the Company of the Merger and the other transactions contemplated hereby.

3.05 Financial Statements.

(a) The Company has previously delivered to NUI copies of the unaudited consolidated balance sheets of the Company as of December 31, 1996, December 31, 1997 and December 31, 1998, and the related consolidated statements of income, changes in stockholders' equity and cash flows for the fiscal years 1997 through 1998, inclusive. The Company has also previously delivered to NUI copies of the unaudited consolidated balance sheets of the Company as of March 31, 1999, and the related unaudited consolidated statements of income and cash flows for the three months ended March 31, 1999. The unaudited consolidated financial statements and unaudited consolidated interim financial statements of the Company have been prepared in accordance with GAAP consistently applied during the periods involved (except as may be indicated in the notes thereto or, in the case of the unaudited statements) complied as of their respective dates

in all material respects with applicable accounting requirements, and fairly present in all material respects the consolidated financial position of the Company as of the dates thereof and the consolidated income and retained earnings and sources and applications of funds for the periods then ended.

(b) Except as set forth on Schedule 3.05(b) hereto for liabilities incurred since March 31, 1999 in the ordinary course of business consistent with past practice and as otherwise set forth on Schedule 3.05(b) hereto, the Company does not have any liabilities or obligations of any nature whatsoever (whether absolute, accrued, contingent or otherwise) which are not adequately reserved or reflected on the balance sheet of the Company for the quarter ended March 31, 1999, and there do not exist any circumstances that could reasonably be expected to result in such liabilities or obligations.

(c) Schedule 3.05(c)(i) contains the Company's accounts receivable report as of June 30, 1999, which report is true and accurate in all material respects and has been prepared in accordance with the Company's normal practice. The accounts receivable reflected in the June 30, 1999 report contained in Schedule 3.05(c)(i) and all the accounts receivable arising after such date are valid and genuine and arose from bona fide transactions in the ordinary course of the Company's business and have been recorded in accordance with the Company's historical revenue recognition policy. Except as set forth on Schedule 3.05(c)(ii), no account receivable has been assigned or pledged to any other person and no defense or set off to any such account receivable has been asserted by the account obligor. The allowance for bad debt for the Company's accounts receivable set forth on the March 31, 1999 unaudited consolidated balance sheet is adequate and in accordance with the historical accounting practices of the Company, and all of the accounts receivable of the Company on hand at the Effective Time, net of such allowance for bad debt, are and will be good and collectible in full within 180 days following the Effective Time.

(d) Since March 31, 1999 the Company has not declared or paid any dividends, or made any other distribution on or in respect of, or directly or indirectly purchased, retired, redeemed or otherwise acquired any shares of the capital stock of the Company or issued or sold any such shares of capital stock.

3.06 Absence of Certain Changes or Events. Except as set forth in Schedule 3.06 hereto, since March 31, 1999, there has not been any Material Adverse Effect on the Company (including without limitation any loss of employees or customers that has had a Material Adverse Effect, or that is reasonably likely to have a Material Adverse Effect, on the Company) and, to the best knowledge of the Company, no fact or condition exists which is reasonably likely to cause such a Material Adverse Effect on the Company in the future.

3.07 Legal Proceedings. Except as set forth in Schedule 3.07 hereto, the Company is not a party to any, and there are no pending or, to the best knowledge of the Company, threatened, legal, administrative, arbitral or other proceedings, claims, actions or governmental or regulatory investigations of any nature against or affecting the Company or any property or asset of the Company, before any court, arbitrator, administrative agency or Governmental Entity, domestic or

foreign, which would, if resolved against the Company, either individually or in the aggregate, have a Material Adverse Effect on the Company, and no facts or circumstances have come to the Company's attention which have caused it to believe that such a claim, action, proceeding or investigation against or affecting the Company which would, either individually or in the aggregate, have a Material Adverse Effect on the Company could reasonably be expected to occur. Neither the Company nor any property or asset of the Company is subject to any order, writ, judgment, injunction, decree, determination or award which restricts its ability to conduct business in any area in which it presently does business or has or could reasonably be expected to have, either individually or in the aggregate, a Material Adverse Effect on the Company. Neither the Company nor the Shareholders are aware of any claim, or any facts or circumstances which may give rise to a claim against the Company or any employee of the Company (i) arising from personal injuries sustained by a present or former employee of the Company in the course of employment; or (ii) otherwise compensable under a workers' compensation policy ("Workers' Compensation Claims").

3.08 Taxes and Tax Returns.

(a) For purposes of this Agreement, the terms "Tax" and "Taxes" shall mean any and all taxes, charges, fees, levies or other assessments, including, without limitation, all net income, gross income, gross receipts, premium, sales, use, ad valorem, value added, transfer, franchise, profits, license, withholding, payroll, employment, excise, estimated, severance, stamp, occupation, property or other taxes, fees, assessments or charges of any kind whatsoever, together with any interest and any penalties (including penalties for failure to file in accordance with applicable information reporting requirements), and additions to tax by any authority, whether federal, state, or local or domestic or foreign. The term "Tax Return" shall mean any report, return, form, declaration or other document or information required to be supplied to any authority in connection with Taxes.

(b) The Company (the "Taxpayer") has filed all Tax Returns that were required to be filed. All such Tax Returns were when filed, and continue to be, correct and complete in all material respects. All Taxes owed by the Taxpayer (whether or not shown on any Tax Return) have been timely paid. Except as set forth on Schedule 3.08(b) annexed hereto, the Taxpayer currently is not the beneficiary of any extension of time within which to file any Tax Return. No claim has ever been made by an authority in a jurisdiction where the Taxpayer does not file Tax Returns that it is or may be subject to taxation by that jurisdiction. There are no liens with respect to Taxes on any of the assets or property of the Taxpayer, except for liens with respect to Taxes not yet payable.

(c) The Taxpayer has withheld or collected and paid all Taxes required to have been withheld or collected and paid in connection with amounts paid or owing to any employee, independent contractor, creditor, stockholder, any other third party, or otherwise.

(d) There is no dispute or claim concerning any Tax Liability of the Taxpayer either (A) claimed or raised by any authority in writing or (B) as to which the Taxpayer or the directors and officers (and employees responsible for Tax matters) of the Taxpayer has knowledge.

There are no proceedings with respect to Taxes pending, except as set forth on Schedule 3.08(d) annexed hereto.

(e) Schedule 3.08(e) annexed hereto sets forth an accurate, correct and complete list of all federal, state, local, and foreign Tax Returns filed with respect to the Taxpayer for taxable periods ended on or after December 31, 1994, indicates those Tax Returns that have been audited and indicates those Tax Returns that currently are the subject of audit. The Company has delivered to NUI correct and complete copies of all federal income Tax Returns, examination reports, and statements of deficiencies assessed against or agreed to by or on behalf of any of the Taxpayer since its date of incorporation on April 14, 1994. To the knowledge of the Taxpayer and its directors and officers (and employees responsible for Tax matters), no other audit or investigation with respect to Taxes is pending or has been threatened.

(f) The Taxpayer has not waived any statute of limitations in respect of Taxes or agreed to any extension of time with respect to a Tax assessment or deficiency.

(g) None of the assets of the Taxpayer are assets that Sub or NUI or any affiliate of NUI is or shall be required to treat as being owned by another person pursuant to the provisions of Section 168(f)(8) of the Internal Revenue Code of 1954, as amended and in effect immediately before the enactment of the Tax Reform Act of 1986, or is "tax-exempt use property" within the meaning of Section 168(h)(1) of the Code.

(h) The Taxpayer has not agreed to make, nor is it required to make, any adjustments under Section 481(a) of the Code by reason of a change in accounting method or otherwise.

(i) The Taxpayer is not a party to any contract, arrangement or plan that has resulted or would result, separately or in the aggregate, in the payment of any "excess parachute payments" within the meaning of Section 280G of the Code, or the payment of any consideration which would not be deductible by reason of Section 162(m) of the Code.

(j) The Taxpayer has not been a United States real property holding corporation within the meaning of Code Section 897(c)(2) during the applicable period specified in Code Section 897(c)(1)(A)(ii).

(k) The Taxpayer is not a party to any agreement, whether written or unwritten, providing for the payment of Tax liabilities, payment for Tax losses, entitlements to refunds or similar Tax matters.

(l) No ruling with respect to Taxes relating to the Taxpayer has been requested by or on behalf of the Taxpayer.

(m) The Taxpayer (A) has never been a member of an affiliated group (within the meaning of Section 1504 of the Code, or any similar group as defined for state, local or foreign tax

purposes) filing a consolidated federal (or combined or unitary state, local or foreign) income Tax Return or (B) does not have any liability for the taxes of any Person (other than the Taxpayers) under Reg. § 1.1502-6 (or any similar provision of state, local or foreign Law), as a transferee or successor, by contract, or otherwise.

(n) The unpaid Taxes of the Taxpayer (A) did not, as of the most recent fiscal quarter end, exceed the reserves for Tax liability (rather than any reserve for deferred Taxes established to reflect timing differences between book and Tax income) on its books at such time and (B) do not exceed that reserve as adjusted for the passage of time through the Effective Date in accordance with the past custom and practice of the Taxpayer in filing its Tax Returns.

(o) Schedule 3.08(o) sets forth the following information with respect to the Company as of the most recent practicable date (as well as on an estimated pro forma basis as of the Effective Date giving effect to the consummation of the transactions contemplated hereby): the amount of any net operating loss, net capital loss, unused investment or other credit, unused foreign tax, or excess charitable contribution allocable to the Company.

3.09 Employee Benefit Plans.

(a) Schedule 3.09 hereto sets forth a true and complete list of all Plans maintained or contributed to by the Company during the five (5) years preceding this Agreement. The term "Plans" for purposes of this Article III means all employee benefit plans, arrangements or agreements that are maintained or contributed to, or that were maintained or contributed to at any time during the five (5) years preceding the date of this Agreement, by the Company, or by any trade or business, whether or not incorporated (an "ERISA Affiliate"), all of which together with the Company would be deemed a "single employer" within the meaning of Section 4001 of the Employee Retirement Income Security Act of 1974, as amended ("ERISA").

(b) The Company has heretofore delivered to NUI true and complete copies of each of the Plans and all related documents, including but not limited to (i) all required Forms 5500 and all related schedules for such Plans (if applicable) for each of the last two (2) years, (ii) the actuarial report for such Plan (if applicable) for each of the last two (2) years, and (iii) the most recent determination letter from the IRS (if applicable) for such plan.

(c) (i) Except as may be provided in Schedule 3.09 hereto, each of the Plans has been operated and administered in all material respects in accordance with applicable laws, including but not limited to ERISA and the Code, (ii) each of the Plans intended to be "qualified" within meaning of Section 401(a) of the Code has been maintained so as to qualify from the effective date of such Plan to the Effective Time, (iii) with respect to each Plan which is subject to Title IV of ERISA, the present value of "benefit liabilities" (within the meaning of Section 4001(a)(16) of ERISA) under such Plan, based upon the actuarial assumptions currently used by the Plan for IRS funding purposes did not, as of its latest valuation date, exceed the then current value of the assets of such Plan allocable to such accrued benefits, and there has been no "accumulated funding deficiency" (whether or not waived), (iv) no Plan provides benefits, including without limitation

death, medical or other benefits (whether or not insured), with respect to current or former employees of the Company, or any ERISA Affiliate beyond their retirement or other termination of service, other than (u) coverage mandated by applicable law, (v) life insurance death benefits payable in the event of the death of a covered employee, (w) disability benefits payable to disabled former employees, (x) death benefits or retirement benefits under any "employee pension plan," as that term is defined in Section 3(2) of ERISA, (y) deferred compensation benefits accrued as liabilities on the books of the Company or any ERISA Affiliate or (z) benefits the full cost of which is borne by the current or former employee (or his beneficiary), (v) with respect to each Plan subject to Title IV of ERISA no liability under Title IV of ERISA has been incurred by the Company or any ERISA Affiliate that has not been satisfied in full, no condition exists that presents a material risk to the Company or any ERISA Affiliate of incurring a material liability to or on account of such Plan, and there has been no "reportable event" (within the meaning of Section 1013 of ERISA and the regulations thereunder), (vi) none of the Company or any ERISA Affiliate has ever maintained or contributed to a "multiemployer pension plan," as such term is defined in Section 3(37) of ERISA, (vii) all contributions or other amounts payable by the Company as of the Effective Time with respect to each Plan in respect of current or prior plan years have been paid or accrued in accordance with GAAP and Section 412 of the Code, (viii) none of the Company or any ERISA Affiliate has engaged in a transaction in connection with which the Company or any ERISA Affiliate has any material liability for either a civil penalty assessed pursuant to Section 409 or 502(i) of ERISA or a tax imposed pursuant to Section 4975 or 4976 of the Code, (ix) consummation of the transactions contemplated hereby will not cause any amounts payable under any of the Plans to fail to be deductible for federal income tax purposes under Sections 280G or 162(m) of the Code, and (x) there are no pending or, to the best knowledge of the Company, threatened or anticipated claims (other than routine claims for benefits) by, on behalf of or against any of the Plans or any trusts related thereto.

(d) With respect to any Plan that is a welfare plan (within the meaning of Section 3(1) of ERISA (i) no such Plan is funded through a "welfare benefit fund," as such term is defined in Section 419(a) of the Code, and (ii) each such Plan complies in all material respects with the applicable requirements of Section 4980B(f) of the Code, Part 6 of Subtitle B of Title I of ERISA and any applicable state continuation coverage requirements ("COBRA").

(e) Except as prohibited by law (including Section 411(d)(6) of the Code), each Plan may be amended, terminated, modified or otherwise revised by the Company or its ERISA Affiliates as of the Effective Time to eliminate, without material effect, any and all future benefit accruals under any Plan (except claims incurred under any welfare plan).

(f) Except as set forth on Schedule 3.09, since March 31, 1999, the Company has not entered into, adopted or amended in any respect any collective bargaining agreement or adopted or amended any bonus, profit sharing, compensation, stock option, pension, retirement, deferred compensation, insurance or other similar plan, agreement, trust, fund or arrangement for the benefit of employees (whether or not legally binding).

3.10 Compliance with Applicable Law; Certain Agreements; Licensing. Except as set forth in Schedule 3.10 and Schedule 3.15 hereto, the Company holds all material licenses, franchises, permits and authorizations necessary for the lawful conduct of its business under and pursuant to all, and has complied with and is not in conflict with, or in default or violation of any (a) statute, code, ordinance, law, rule, regulation, order, writ, judgment, injunction or decree, published policies and guidelines of any Governmental Entity, applicable to the Company or by which any property or asset of the Company is bound or affected or (b) any note, bond, mortgage, indenture, deed of trust, contract, agreement, lease, license, permit, franchise or other instrument or obligation to which the Company is a party or by which the Company or any property or asset of the Company is bound or affected; and the Company neither knows of, nor has received notice of, any violations of any the above. Schedule 3.10 hereto contains a list of all federal and state licenses, franchises, permits and authorizations necessary for the lawful conduct of its business.

3.11 Certain Contracts.

(a) Except as set forth in Schedule 3.11(a)(i) hereto, the Company is not a party to or bound by any contract, arrangement, commitment or understanding (whether written or oral): (i) with respect to the employment of any director, officer or employee, or with respect to the employment of any consultant which cannot be terminated without payment, (ii) which, upon the consummation of the transactions contemplated by this Agreement, will result in any payment (whether of severance pay or otherwise) becoming due from the Company to any officer or employee of the Company, (iii) which is a material contract (as defined in Item 601(b)(10) of Regulation S-B of the Securities and Exchange Commission) ("SEC") to be performed after the date of this Agreement that has not otherwise been disclosed in writing to NUI, (iv) which is a consulting or other agreement (including agreements entered into in the ordinary course and data processing, software programming and licensing contracts) not terminable on ninety (90) days or less notice, (v) which restricts the conduct of any line of business by the Company, (vi) with or to a labor union or guild (including any collective bargaining agreement), or (vii) any stock option plan, stock appreciation rights plan, restricted stock plan or stock purchase plan any of the benefits of which will be increased, or the vesting of the benefits of which will be accelerated, by the occurrence of any of the transactions contemplated by this Agreement, or the value of any of the benefits of which will be calculated on the basis of any of the transactions contemplated by this Agreement. Schedule 3.11(a)(ii) hereto contains a list of all agency and resale agreements between the Company and third party service providers. The Company has previously delivered to NUI true and complete copies of all employment, consulting and deferred compensation agreements which are in writing and to which the Company is a party. Each contract, arrangement, commitment or understanding of the type described in this section is referred to herein as a "Company Contract".

(b) Except as set forth in Schedule 3.11(b) hereto, (i) each Company Contract is legal, valid and binding upon the Company, assuming due authorization of the other party or parties thereto, and in full force and effect, (ii) the Company has in all material respects performed all obligations required to be performed by it to date under each such Company Contract, and (iii) no event or condition exists which constitutes or, after notice or lapse of time or both, would constitute, a material default on the part of the Company under any such Company Contract.

(c) The Company has not made any express warranty to any person or entity with respect to any services or products it provides or delivers or has made or agreed to make any indemnification payment with respect to any warranty claim, except for (i) the warranties and/or agreement(s) to indemnify of which true and correct copies have been delivered to NUI, and (ii) any warranties under other state or federal laws generally.

3.12 Agreements with Regulatory Agencies. The Company is not subject to any cease-and-desist or other order issued by, or is a party to any written agreement, consent agreement or memorandum of understanding, commitment letter, suspension order, or similar undertaking (each a "Regulatory Agreement") with any regulatory agency or any other Governmental Entity that restricts the conduct of its business in any material respect, nor has the Company been notified by any regulatory agency or any other Governmental Entity that it is considering issuing or requesting any Regulatory Agreement.

3.13 Environmental Matters.

(a) The Company is, and has been, in material compliance with all applicable environmental laws and with all rules, regulations, standards and requirements of the United States Environmental Protection Agency (the "EPA") and of state and local agencies with jurisdiction over pollution or protection of the environment.

(b) There is no suit, claim, action or proceeding pending or, to the best knowledge of the Company, threatened, before any Governmental Entity or other forum in which the Company has been or, with respect to threatened proceedings, may be named as a defendant, responsible party or potentially responsible party (i) for alleged noncompliance (including by any predecessor), with any environmental law, rule, regulation, standard or requirement or (ii) relating to the release into or presence in the Environment (as hereinafter defined) of any Hazardous Materials (as hereinafter defined) or Oil (as hereinafter defined) whether or not occurring at or on a site owned, leased or operated by the Company.

(c) The Company has not received any notice regarding a matter on which a suit, claim, action or proceeding as described in subsection (b) of this Section 3.13 could reasonably be based. No facts or circumstances have come to the Company's attention which have caused it to believe that a material suit, claim, action or proceeding as described in subsection (b) of this Section 3.13 could reasonably be expected to occur.

(d) During the period of the ownership or operation by the Company of any of its current properties, there has been no release or presence in the Environment of Hazardous Material or Oil in, on, under or affecting such property. To the best knowledge of the Company, prior to the period of the ownership or operation by the Company of any of its current properties or any previously owned or operated properties, there was no release or presence in the Environment of Hazardous Material or Oil in, on, under or affecting any such property.

(e) The following definitions apply for purposes of this Agreement: (i) "Hazardous Material" means any pollutant, contaminant, or hazardous substance or hazardous material as defined in or pursuant to the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 et seq., or any other federal, state or local environmental law, regulation or requirement; (ii) "Oil" means oil or petroleum of any kind or origin or in any form, as defined in or pursuant to the Federal Clean Water Act, 33 U.S.C. § 1251 et seq., or any other federal, state or local environmental law, regulation or requirement; and (iii) "Environment" means any soil, surface waters, groundwaters, stream sediments, surface or subsurface strata, and ambient air and any other environmental medium.

3.14 Properties.

(a) The Company does not own any real property. Except as set forth in Schedule 3.14(a) hereto, the Company has good and marketable title to all other property owned by it and included in the balance sheet of the Company for the period ended March 31, 1999, and owns such property subject to no encumbrances, liens, security interests, pledges or title imperfections except for (i) those items that secure liabilities that are reflected in such balance sheet or the notes thereto, (ii) statutory liens for amounts not yet delinquent or which are being contested in good faith, and (iii) those items that do not, individually or in the aggregate, have a Material Adverse Effect on the Company or which do not and will not interfere with the use of the property as currently used or contemplated to be used by the Company, or the conduct of the business of the Company.

(b) The Company has not received any notice of a violation of any applicable zoning or environmental regulation, ordinance or other law, order, regulation or requirement relating to its operations or its properties and, to the knowledge of the Company, there is no such violation. Except as set forth in Schedule 3.14(b) hereto, all buildings and structures leased and used by the Company conform in all material respects with all applicable ordinances, codes or regulations, except to the extent such noncompliance does not or will not have a Material Adverse Effect on the Company and which does not or will not interfere with the use of any property as currently used or contemplated to be used by the Company, or the conduct of the business of the Company.

(c) Schedule 3.14(c) contains a true, complete and correct list of all leases pursuant to which the Company leases any real property and all material leases pursuant to which the Company leases any personal property, either as lessee or as lessor (the "Company Leases"). Assuming due authorization of the other party or parties thereto, each of the Company Leases is valid and binding on the Company and, to the best of the Company's knowledge, valid and binding on and enforceable against all other respective parties to such leases, in accordance with their respective terms, subject to the effect of any applicable bankruptcy, reorganization, insolvency (including, without limitation, all laws relating to fraudulent transfers), moratorium or similar laws affecting creditors' rights and remedies generally and subject, as to enforceability, to the effect of general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law). Except to the extent such breaches, defaults or events of default do not or will not have a Material Adverse Effect on the Company and which do not or will not interfere with the use of any property as currently used or contemplated to be used by the Company or the conduct of the

business of the Company, there are not under such Company Leases any existing breaches, defaults or events of default by the Company, nor has the Company received notice of, or made a claim with respect to, any breach or default by any other party to such Company Leases. The Company enjoys quiet and peaceful possession of all such leased properties occupied by it as lessee.

3.15 Insurance. The Company has made available to NUI true and complete copies of all material policies of insurance of the Company currently in effect. All of the policies relating to insurance maintained by the Company with the respect to its material properties and the conduct of its business in any material respect (or any comparable policies entered into as a replacement thereof) are in full force and effect and the Company has not received any notice of cancellation with respect thereto. All life insurance policies on the lives of any of the current and former officers of the Company which are maintained by the Company or which are otherwise included as assets on the books of the Company (i) are, or will at the Effective Time be, owned by the Company, free and clear of any claims thereon by the officers or members of their families, except with respect to the death benefits thereunder, as to which the Company agrees that there will not be an amendment prior to the Effective Time without the consent of NUI, and (ii) are accounted for properly on the books of the Company in accordance with GAAP. The Company does not have any material liability for unpaid premium or premium adjustments not properly reflected on the Company's March 31, 1999 balance sheet. Except as set forth in Schedule 3.15, the Company has been and is adequately insured with respect to its respective property and the conduct of its business in such amounts and against such risks as are substantially similar in kind and amount to that customarily carried by parties similarly situated who own properties and engage in businesses substantially similar to that of the Company (including without limitation liability insurance and blanket bond insurance). All claims under any policy or bond have been duly and timely filed.

3.16 Labor Matters. The Company is not a party to any collective bargaining or other labor union or guild contract nor has the Company been approached by any collective bargaining or other labor union or guild seeking to enter into a contract with the Company. There is no pending or, to the best knowledge of the Company, threatened, labor dispute, strike or work stoppage against the Company which may interfere with the business activities of the Company. Neither the Company nor any of its representatives or employees has committed any unfair labor practices in connection with the operation of the business of the Company, and there is no pending or, to the best knowledge of the Company, threatened charge or complaint against the Company by the National Labor Relations Board or any comparable state agency. Except as set forth on Schedule 3.16 hereto, to its knowledge, the Company has not hired any illegal aliens as employees. To its knowledge, the Company has not discriminated on the basis of race, age, sex or otherwise in its employment conditions or practices with respect to its employees. There are no race, age, sex or other discrimination complaints pending, or, to the knowledge of the Company, threatened against the Company by any employee, former or current, before any domestic (federal, state or local) or foreign board, department, commission or agency nor, to the knowledge of the Company, does any basis therefor exist.

3.17 Intellectual Property. The Company owns or possesses valid and binding licenses and other rights to use without payment of any material amount all material patents, copyrights, trade

secrets, trade names, service marks, trademarks, domain names, software and other intellectual property used in its business, which are set forth in Schedule 3.17 hereto; the Company has not received any notice of conflict with respect thereto that asserts the right of others. The Company has performed in all material respects all the obligations required to be performed by it with respect to the items of intellectual property set forth in Schedule 3.17 hereto and are not in material default under any contract, agreement, arrangement or commitment relating to any of the foregoing.

3.18 Broker's Fees. Neither the Company nor any of its officers or directors, has employed any broker or finder or incurred any liability for any broker's fees, commissions or finder's fees in connection with any of the transactions contemplated by this Agreement, except as set forth in Schedule 3.18.

3.19 Bank Accounts. The Company has provided or made available to NUI complete and current summaries of information regarding all accounts, lock boxes and safe deposits maintained by the Company at banks, trust companies, securities firms or other brokers or other financial institutions.

3.20 Year 2000. The hardware and software utilized and relied upon by the Company in the conduct of its business are provided entirely by third parties. The Company recognizes the scope of the issue as to whether software and hardware will properly function prior to, during and after December 31, 1999 ("Year 2000"), and has raised such issues and made reasonable inquiries with the suppliers of such software and hardware as to the Year 2000 compliance. The Company is relying upon the representations and warranties made by such suppliers, and is completely dependent upon the testing conducted by such suppliers. The Company is not aware of any defect in such hardware and software that would cause such hardware and software (i) to fail to operate during each such time period, or (ii) to fail to process date data which represents or references different centuries or more than one century accurately, or (iii) to provide invalid or incorrect results as a result of the date data.

3.21 Disclosure. No representation or warranty contained in this Agreement or any schedule to this Agreement contains any untrue statement of a material fact or omits to state a material fact necessary in order to make the statements herein or therein, in light of the circumstances in which they are made, not misleading.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES OF NUI AND SUB

NUI and Sub hereby, jointly and severally, represent and warrant to the Company as follows:

4.01 Corporate Organization and Qualification. Each of NUI and Sub is a corporation duly organized, validly existing and in good standing under the laws of the State of New Jersey. Each of NUI and Sub has the corporate power and authority to own or lease all of its properties and assets and to carry on its business as it is now being conducted, and is duly licensed or qualified to

do business in each jurisdiction in which the nature of the business conducted by it or the character or location of the properties and assets owned or leased by it makes such licensing or qualification necessary, except where the failure to be so licensed or qualified would not have a Material Adverse Effect on NUI. The Certificate of Incorporation and Bylaws of each of NUI and Sub, copies of which have previously been delivered to the Company, are true and complete copies of such documents as in effect as of the date of this Agreement.

4.02 Capitalization.

(a) The authorized capital stock of NUI consists of 30,000,000 shares of NUI Common Stock and 5,000,000 shares of Series A Junior Participating Preferred Stock ("NUI Preferred Stock"). As of August 9, 1999, 12,812,095 shares of NUI Common Stock and no shares of NUI Preferred Stock were issued and outstanding. All of the issued and outstanding shares of NUI Common Stock have been duly authorized and validly issued and are fully paid, nonassessable and free of preemptive rights with no personal liability attaching to the ownership thereof.

(b) The authorized capital stock of Sub shall consist of 2,500 shares of common stock, no par value ("Sub Common Stock") of Sub. As of the date hereof, no shares of Sub Common Stock are outstanding. All of the issued and outstanding shares of capital stock of Sub shall be owned by NUI or by NUI Capital Corp., a wholly-owned subsidiary of NUI, shall be duly authorized and validly issued and shall be fully paid, non-assessable and free of preemptive rights with no personal liability attaching to the ownership thereof.

4.03 Authority; No Violations.

(a) Each of NUI and Sub have full corporate power and authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby. The execution and delivery of this Agreement by NUI and Sub and the consummation by NUI and Sub of the transactions contemplated hereby have been duly and validly authorized by all requisite corporate action on the part of each of NUI and Sub. Except for the filing of the Certificate of Merger, no other corporate proceedings on the part of NUI or Sub are necessary to approve this Agreement and to consummate the transactions contemplated hereby. This Agreement has been duly and validly executed and delivered by NUI and Sub and (assuming the due authorization, execution and delivery by the Company) constitutes a valid and binding obligation of NUI and Sub, enforceable against NUI and Sub in accordance with its terms, subject to the effect of any applicable bankruptcy, reorganization, insolvency (including, without limitation, all laws relating to fraudulent transfers), moratorium or similar laws affecting creditors' rights and remedies generally and subject, as to enforceability, to the effect of general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

(b) Neither the execution and delivery of this Agreement by each of NUI and Sub, nor the consummation by either NUI or Sub, as the case may be, of the transactions contemplated hereby, nor compliance by either NUI or Sub with any of the terms or provisions hereof, will (i) violate, conflict with or result in a breach of any provision of the Certificate of Incorporation or

Bylaws of NUI, or Sub, as the case may be, or (ii)(x) violate any statute, code, ordinance, rule, regulations, judgment, order, writ, decree or injunction applicable to the NUI or Sub or any of their respective properties or assets, or (y) violate, conflict with, result in a breach of any provisions of or the loss of any benefit under, constitute a default (or any event which, with notice or lapse of time, or both, would constitute a default) under, result in the termination of or a right of termination or cancellation under, accelerate the performance required by, or result in the creation of any lien, pledge, security interest, charge or other encumbrance upon any of the terms, conditions or provisions of any note, bond, mortgage, indenture, deed of trust, license, lease, agreement or other instrument or obligation to which NUI or Sub is a party, or by which they or any of their respective properties or assets may be bound or affected, except (in the case of clause (y) above) for such violations, conflicts, breaches or defaults which, either individually or in the aggregate, will not have a Material Adverse Effect on NUI.

4.04 Consents and Approvals. Except for (a) the filings necessary to obtain approvals of the issuance of shares of NUI Common Stock in the Merger as contemplated herein with the public utility commissions and similar regulatory authorities in the jurisdictions set forth in Schedule 4.04, (b) the filing of the Certificate of Merger with the New Jersey Secretary pursuant to the NJBCA to effect the Merger, and (c) such filings as may be necessary as a result of any facts or circumstances related solely to the Company, no consents or approvals of or filings or registrations with any Governmental Entity or with any third party are necessary in connection with the execution and delivery by NUI and Sub of this Agreement and the consummation by NUI and Sub of the Merger and the other transactions contemplated hereby.

4.05 Broker's Fees. Neither NUI nor Sub, nor any of their respective officers or directors, has employed any broker or finder or incurred any liability for any broker's fee, commission or finder's fee in connection with any of the transactions contemplated by this Agreement, except as set forth in Schedule 4.05 hereto.

4.06 SEC Reports. NUI has previously delivered to the Company an accurate and complete copy of each final registration statement, prospectus, report, schedule and definitive proxy statement of NUI filed since September 30, 1997 with the SEC pursuant to the Exchange Act or the Securities Act (collectively, the "NUI SEC Reports"). NUI has timely filed (either by the required filing date or pursuant to Rule 12b-25 promulgated under the Exchange Act) all NUI SEC Reports and other documents required to be filed by it under the Securities Act and the Exchange Act and, as of their respective dates and all NUI SEC Reports complied with all of the rules and regulations of the SEC with respect thereto. As of their respective dates, no such NUI SEC Reports contained any untrue statement of a material fact or omitted to state any material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances in which they were made, not misleading. Since March 31, 1999, there has not been any Material Adverse Effect on NUI and, to the best knowledge of NUI, no fact or condition exists which will, or is reasonably likely to, cause such a Material Adverse Effect on NUI in the future.

4.07 Disclosure. No representation or warranty contained in this Agreement contains any untrue statement of a material fact or omits to state a material fact necessary in order to make the

statements herein, in light of the circumstances in which they are made, not misleading. No information material to the Merger and which is necessary to make NUI's and Sub's representations and warranties hereto contained not misleading, has been withheld from, or has not been delivered in writing to the Company.

ARTICLE V

ADDITIONAL REPRESENTATIONS AND WARRANTIES OF THE STOCKHOLDERS

Each Stockholder represents and warrants to NUI and Sub as follows:

5.01 Investment in NUI Common Stock.

(a) Each Stockholder (together with such Stockholder's financial and other advisors, if any) has such knowledge and expertise in financial and business matters that each Stockholder is capable of evaluating the merits and risks of the conversion of the Stockholder's shares of Company Common Stock into shares of NUI Common Stock pursuant to the Merger and of protecting the Stockholder's interests in connection therewith. Each Stockholder has the ability to bear the economic risk of his investment in NUI Common Stock.

(b) Each Stockholder has received from NUI and has reviewed copies of NUI's proxy statement dated December 28, 1998, annual report on Form 10-K for the fiscal year ended September 30, 1998 and quarterly reports on Form 10-Q for the quarters ended December 31, 1998 and March 31, 1999, and will review any additional documents filed with the SEC provided by NUI. Each Stockholder has had an opportunity to discuss NUI's business, management and financial affairs with NUI's management.

(c) Each Stockholder understands that the shares of NUI Common Stock to be issued in connection with the Merger will not be registered under the Securities Act and will not be registered or qualified under the securities or blue sky laws of any jurisdiction, except as contemplated by the NUI Registration Rights Declaration annexed as Exhibit B hereto. Each Stockholder further understands that such shares are being issued to the Stockholders pursuant to exemptions contained in the Securities Act and other applicable securities and blue sky laws and that NUI's reliance on these exemptions is based in part on the representations of each Stockholder made herein. Each Stockholder is acquiring shares of NUI Common Stock for his own account and not with a view to, or for resale in connection with any distribution thereof in violation of any applicable law, and unless the shares have been registered in accordance with this Agreement and such registration is then in effect, each Stockholder has no present intention of selling, granting any participation in, or otherwise distributing the same in violation of any applicable law. Each Stockholder understands that the shares of NUI Common Stock issued in the Merger will constitute "restricted securities" within the meaning of Rule 144 under the Securities Act and that, as such, such shares must be held indefinitely unless they are subsequently registered under the Securities Act

or unless an exemption from the registration requirements of the Securities Act is available. Each Stockholder is also aware of the provisions of Rule 144 under the Securities Act that permit limited resales of shares purchased in a private placement subject to the satisfaction of certain conditions, including the existence of a public market for the shares, the availability of certain current public information about NUI, the resale occurring not less than one year after a party has purchased and paid for the security to be sold, the sale being effected through a "broker's transaction" or in transactions directly with a "market maker" (as provided by Rule 144(f) under the Securities Act) and the number of shares being sold during any three-month period not exceeding specified limitations.

(d) Without in any way limiting the representations set forth above, each Stockholder further agrees not to make any disposition of all or any portion of the shares of NUI Common Stock received by such Stockholder as a result of the Merger unless and until:

(i) there is then in effect a registration statement under the Securities Act covering such proposed disposition and such disposition is made in accordance with such registration statement; or

(ii) the Stockholder (A) has notified NUI of the proposed disposition and has furnished NUI with a reasonably detailed statement of circumstances surrounding the proposed disposition and (B) if requested by NUI, has furnished NUI with an opinion of counsel, reasonably satisfactory to NUI, that such disposition will not require registration under the Securities Act.

(e) It is understood that each certificate representing shares of NUI Common Stock received by the Stockholders as a result of the Merger will bear a legend substantially to the following effect (in addition to any legend required under applicable state securities or blue sky laws):

"THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933. THEY MAY NOT BE SOLD, OFFERED FOR SALE, PLEDGED OR HYPOTHECATED IN THE ABSENCE OF A REGISTRATION STATEMENT IN EFFECT WITH RESPECT TO THE SECURITIES UNDER SUCH ACT OR AN OPINION OF COUNSEL SATISFACTORY TO THE COMPANY THAT SUCH REGISTRATION IS NOT REQUIRED."

5.02 Execution; No Violations.

(a) This Agreement has been duly executed and delivered by each Stockholder, constitutes a valid and binding obligation of each Stockholder, and is enforceable against each Stockholder in accordance with its terms, subject to the effect of any applicable bankruptcy, reorganization, insolvency (including, without limitation, all laws relating to fraudulent transfers), moratorium or similar laws affecting creditors' rights and remedies generally and subject, as to

enforceability, to the effect of general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

(b) No filing, authorization, consent or approval of, or filing or registration with, any Governmental Entity or with any third party is necessary with respect to any Stockholder in connection with the execution, delivery and performance of this Agreement by each Stockholder.

ARTICLE VI

COVENANTS RELATING TO CONDUCT OF BUSINESS

6.01 **Covenants of the Company.** During the period from the date of this Agreement and continuing until the Effective Time, except as expressly contemplated or permitted by this Agreement or with the prior written consent of NUI, the Company shall carry on its business in the ordinary course consistent with past practice. The Company will use all reasonable efforts to (x) preserve its business organization, (y) keep available the present services of its employees and (z) preserve for itself and NUI the goodwill of the customers of the Company and others with whom business relationships exist, including, but not limited to material contracts and agency and resale agreements with its suppliers. Without limiting the generality of the foregoing, and except as otherwise contemplated by this Agreement or consented to in writing by NUI, the Company shall not:

(a) declare or pay any dividends on, or make other distributions in respect of, any of its capital stock;

(b) (i) split, combine or reclassify any shares of its capital stock; or issue or authorize or propose the issuance of any other securities in respect of, in lieu of or in substitution for shares of its capital stock except upon the exercise or fulfillment of rights or options issued or existing pursuant to employee benefit plans, programs or arrangements, all to the extent outstanding and in existence on the date of this Agreement, or (ii) repurchase, redeem or otherwise acquire, any shares of the capital stock of the Company, or any securities convertible into or exercisable for any shares of the capital stock of the Company;

(c) issue, deliver or sell, or authorize or propose the issuance, delivery or sale of, any shares of its capital stock or any securities convertible into or exercisable for, or any rights, warrants or options to acquire, any such shares, or enter into any agreement with respect to any of the foregoing;

(d) amend its Certificate of Incorporation or Bylaws;

(e) make any capital expenditures;

(f) enter into any new line of business;

(g) (i) acquire or agree to acquire, by merging or consolidating with, or by purchasing a substantial equity interest in or a substantial portion of the assets of or by any other manner, any business or any corporation, partnership, association or other business organization or division thereof or (ii) otherwise acquire any assets, other than in the ordinary course of business, which would be material to the Company;

(h) take any action that is intended or would result in any of its representations and warranties set forth in this Agreement being or becoming untrue, or in any of the conditions to the Merger set forth in Article VIII not being satisfied, or in breach of any provision of this Agreement except, in every case, as may be required by applicable law;

(i) change its methods of accounting in effect at December 31, 1998, except as required by changes in GAAP or regulatory accounting principles as concurred to by the Company's independent auditors;

(j) (i) enter into, adopt, amend, renew or terminate any Plan or any agreement, arrangement, plan or policy between the Company and one or more of its current or former directors, officers or employees or (ii) increase in any manner compensation or fringe benefits of any director, officer or employee or pay any benefit not required by any plan or agreement as in effect as of the date hereof (including, without limitation, the granting of stock options, stock appreciation rights, restricted stock, restricted stock units or performance units or shares); or (iii) enter into, modify or renew any employment, severance or other agreement with any director, officer or employee of the Company or establish, adopt, enter into, or amend any collective bargaining, bonus, profit sharing, thrift, compensation, stock option, restricted stock, pension, retirement, deferred compensation, employment, termination, severance or other plan, agreement, trust, fund, policy or arrangement providing for any benefit to any director, officer or employee (whether or not legally binding);

(k) incur any indebtedness for borrowed money, assume, guarantee, endorse or otherwise as an accommodation become responsible for the obligations of any other individual, corporation or other entity except in the ordinary course of business consistent with past practice of the Company;

(l) sell, lease, encumber, assign or otherwise dispose of, or agree to sell, lease, encumber, assign or otherwise dispose of, any of its material assets, properties or other rights or agreements;

(m) make any Tax election or settle or compromise any material federal, state, local or foreign Tax liability;

(n) pay, discharge or satisfy any claim, liability or obligation, other than the payment, discharge or satisfaction in the ordinary course of business and consistent with past practice or as incurred in connection with the Merger and the transactions expressly contemplated hereby, subject to the limitation on fees set forth in Section 9.03 hereof, of liabilities reflected or reserved

against in the balance sheet for the fiscal year ended December 31, 1998, or subsequently incurred in the ordinary course of business and consistent with past practice;

(o) enter into or renew amend or terminate, or give notice of a proposed renewal amendment or termination, or make any commitment with respect to, regardless of whether consistent with past practices, any lease, contract, agreement or commitment having a term of one year or more from the time of execution or outside of the ordinary course of business consistent with past practices;

(p) waive any material right, whether in equity or at law; or

(q) agree to do any of the foregoing.

6.02 No Solicitation; Non-Disclosure.

(a) None of the Company, the Stockholders or any of their respective directors, officers, employees, representatives, agents and advisors or other persons controlled by the Company shall solicit or hold discussions or negotiations with, or assist or provide any information to, any person, entity or group (other than NUI, Sub and their affiliates and representatives) concerning any merger, business combination, disposition of a significant portion of its assets, or acquisition of a significant portion of its capital stock or similar transactions involving the Company. The Company will promptly communicate to NUI, Sub and their affiliates and representatives the terms of any proposal, discussion, negotiation or inquiry relating to a merger or disposition of a significant portion of its capital stock or assets or similar transaction involving the Company and the identity of the party making such proposal or inquiry, which it may receive with respect to any such transaction.

(b) No party (or its representatives, agents, counsel, accountants or investment bankers) hereto shall disclose to any third party, other than either party's representatives, agents, counsel, accountants or investment bankers any confidential or proprietary information about the business, assets or operations of the other parties to this Agreement or the transactions contemplated hereby, except as may be required by applicable law. The parties hereto agree that the remedy at law for any breach of the requirements of this subsection will be inadequate and that any breach would cause such immediate and permanent damage as would be impossible to ascertain, and, therefore, the parties hereto agree and consent that in the event of any breach of this subsection, in addition to any and all other legal and equitable remedies available for such breach, including a recovery of damages, the non-breaching parties shall be entitled to obtain preliminary or permanent injunctive relief without the necessity of proving actual damage by reason of such breach and, to the extent permissible under applicable law, a temporary restraining order may be granted immediately on commencement of such action.

ARTICLE VII

ADDITIONAL AGREEMENTS

7.01 Regulatory Matters. The parties hereto shall cooperate with each other and use all reasonable efforts promptly to prepare and file all necessary documentation, to effect all applications, notices, petitions and filings, and to obtain as promptly as practicable all permits, consents, approvals and authorizations of all third parties and Governmental Entities which are necessary or advisable to consummate the transactions contemplated by this Agreement (including without limitation the Merger and the issuance of NUI Common Stock in the Merger). The Company and NUI shall have the right to review in advance, and to the extent practicable each will consult with the other on, in each case subject to applicable laws relating to the exchange of information, all the information relating to the Company, NUI or Sub, as the case may be, which appear in any filing made with or written materials submitted to, any third party or any Governmental Entity in connection with the transactions contemplated by this Agreement. In exercising the foregoing right, each of the parties hereto shall act reasonably and as promptly as practicable. The parties hereto agree that they will consult with each other with respect to the obtaining of all permits, consents, approvals and authorizations of all third parties and Governmental Entities necessary or advisable to consummate the transactions contemplated by this Agreement and each party will keep the other apprised of the status of matters relating to completion of the transactions contemplated herein. NUI (or Sub as the case may be) and the Company shall promptly furnish each other with copies of written communications received by NUI, Sub or the Company, as the case may be, from, or delivered by any of the foregoing to, any Governmental Entity in respect of the transactions contemplated hereby.

7.02 Securities Laws Matters; Post-Effective Time Registration Rights.

(a) During the two-year period following the Closing Date, NUI shall use its reasonable best efforts to make current public information available in accordance with Rule 144(c) under the Securities Act.

(b) NUI shall, within a reasonable period of time after the Closing Date, but no later than thirty days after the Closing Date, file a registration statement under the Securities Act to register for resale the shares of NUI Common Stock to be delivered to the Stockholders in connection with the Merger (the "Registration Statement"). The Registration Statement may be filed for an offering to be made by NUI on a delayed or continuous basis pursuant to Rule 415 under the Securities Act, all as more fully described in the NUI Declaration of Registration Rights annexed hereto as Exhibit B. NUI shall use its reasonable best efforts to cause to become effective the Registration Statement as promptly as practicable after filing, and, where necessary, to keep such Registration Statement effective, all as more fully described in the NUI Declaration of Registration Rights.

7.03 Company Stockholder Approval. In order to consummate the Merger, the Company shall take all steps necessary to obtain the approval of this Agreement and the transactions

contemplated hereby by the Stockholders and shall use all reasonable efforts to obtain such approval and adoption.

7.04 Access to Information.

(a) The Company shall afford to NUI, and shall cause its independent accountants to afford to NUI and NUI's accountants, counsel and other representatives, reasonable access during normal business hours during the period prior to the Closing to all of the Company's assets, properties, books, Company Contracts and records. The Company shall permit NUI and its representatives to make abstracts from and copies of such books and records. During such period, the Company shall use its reasonable best efforts to furnish promptly to NUI all other information concerning the business, properties and personnel of the Company as NUI may reasonably request.

(b) In addition to any other confidentiality covenants and obligations imposed under this Agreement, the parties agree to comply with the confidentiality agreement dated as of May 28, 1999 between NUI and the Company (the "Confidentiality Agreement"), which is incorporated herein by reference.

7.05 Legal Conditions to Merger. Each of NUI, Sub and the Company shall use all reasonable efforts (a) to take, or cause to be taken, all actions necessary, proper or advisable to comply promptly with all legal requirements which may be imposed on such party with respect to the Merger and, subject to the conditions set forth in Article VIII hereof, to consummate the transactions contemplated by this Agreement and (b) to obtain (and to cooperate with the other party to obtain) any consent, authorization, order or approval of or any exemption by, any Governmental Entity and any other third party which is required to be obtained by NUI, Sub or the Company in connection with the Merger and the other transactions contemplated by this Agreement.

7.06 Additional Agreements. If at any time after the Effective Time any further action is necessary or desirable to carry out the purpose of this Agreement or to vest the Surviving Corporation with full title to all properties, assets, rights, approvals, immunities and franchises of any of the parties to the Merger, the proper officers and directors of each party to this Agreement shall take all such necessary action as may be reasonably requested by the Company or NUI (without additional cost to them).

7.07 Disclosure Supplements. Prior to the Effective Time, each party will supplement or amend the Schedules hereto delivered in connection with the execution of this Agreement to reflect any matter which, if existing, occurring or known at the date of this Agreement, would have been required to be set forth or described in such Schedules or which is necessary to correct any information in such Schedules which has been rendered inaccurate thereby. No supplement or amendment to such Schedules shall have any effect for the purposes of determining satisfaction of the conditions set forth in Sections 8.02(a) hereof or the compliance by the Company with the covenants set forth in Section 6.01 hereof (unless NUI consents in writing to such satisfaction of conditions or compliance) or for the purposes of determining satisfaction of the conditions set forth in Sections 8.03(a) hereof (unless the Company consents to such satisfaction of conditions).

7.08 No Inconsistent Actions. Prior to the Effective Time, except as otherwise permitted by this Agreement, no party will enter into any transaction or make any agreement or commitment and will use reasonable efforts not to permit any event to occur, which could reasonably be anticipated to result in (x) a denial of the regulatory approvals referred to in Section 8.01(b) or (y) the imposition of any condition or requirement that would materially adversely affect the economic or business benefits to the Surviving Corporation of the transactions contemplated by this Agreement.

7.09 Tax Matters. The parties shall not, before or after the Effective Time, purposefully take any action or fail to take any action that would prevent, or would be reasonably likely to prevent, the Merger from qualifying as a reorganization within the meaning of Section 368(a) of the Code.

7.10 Boudria Employment Agreement. The Company shall use its reasonable best efforts to cause Richard M. Boudria to enter into an employment agreement with the Company, the terms of which have been agreed upon by Richard M. Boudria, NUI and the Company, which terms are set forth in Exhibit A hereto.

7.11 Stay Bonuses. NUI agrees to pay \$136,000.00 in the aggregate as stay bonuses to the employees of the Company designated in Exhibit C hereto to be earned and payable at such times and in accordance with the terms contained in Exhibit C hereto, such payments to be used to induce the designated employees to stay in the employ of the Company after the Closing Date. Any stay bonuses which are not earned by and payable to a particular employee shall be paid out on a pro rata basis to those employees who earn and are paid such stay bonuses in accordance with Exhibit C. This Section 7.11 shall be construed as an agreement as to which the employees designated by NUI and the Company are intended to be third party beneficiaries and shall be enforceable by such persons and their heirs and representatives.

7.12 Non-Compete Agreements. The Company shall use its reasonable best efforts to cause each of the Stockholders of the Company (other than Richard M. Boudria who shall enter into an employment agreement containing non-compete covenants), David Rodgers, Thomas Rowand, Thomas McGoldrick, Timothy Taft and Kathleen Boudria to enter into the Non-Competition Agreement in the form annexed as Exhibit D hereto.

7.13 Post-Closing Tax Filings. The following provisions shall govern the allocation of responsibility as between NUI, the Company and the Stockholders for certain tax matters following the Closing Date and certain other tax matters as a result of the Company's status as an S corporation for federal and state income tax purposes:

(a) **Tax Periods Ending on or Before the Closing Date.** The Stockholders are and shall be responsible for all Taxes payable and are entitled to all refunds related to all taxable periods of the Company ending on or prior to the Closing Date. The Stockholders shall, at their sole cost and expense, prepare or cause to be prepared on a basis consistent with past practices, and file or cause to be filed on a timely basis all Tax Returns for the Company for all periods ending on or prior to the Closing Date which are filed after the Closing Date. The income of the Company will

be apportioned to the period up to and including the Closing Date and the period after the Closing Date by closing the books of the Company as of the end of the Closing Date. In addition, to the extent that a claim for refund or a proceeding results in a payment or credit against Tax by a taxing authority to the Company of any amount accrued on the Company's balance sheet as of the Closing Date, NUI shall pay such amount to the Stockholders within fifteen (15) days after receipt thereof. The Stockholders shall not be entitled to settle, either administratively or after the commencement of litigation, any claim for Taxes which would adversely affect the liability for Taxes of the Company for any period after the Closing Date to any extent (including, but not limited to, the imposition of income tax deficiencies, the reduction of asset basis or cost adjustments, the lengthening of any amortization or depreciation periods, the denial of amortization or depreciation deductions) without the prior written consent of NUI, which consent shall not be unreasonably withheld.

(b) Audits.

(i) The Company shall notify the Stockholders promptly of any examinations, audits, litigation or other proceedings respecting the Company with respect to any taxable period ending on or prior to the Closing Date and the Stockholders shall have the right to control the conduct of any such examination, audit, litigation or other proceeding. NUI shall provide, or shall cause the Company to provide, the Stockholders with such assistance and cooperation, including the execution of powers of attorney, as the Stockholder may reasonably request in order to enable the Stockholder to exercise such control.

(ii) The Company shall have the sole right to represent the Company in any tax audit or administrative or court proceeding for all taxable periods ending after the Closing Date, and to employ counsel of choice at its own expense.

(iii) NUI and the Stockholders shall provide timely notice to the other party in writing of any pending or threatened tax audit with respect to the Company for a taxable period for which the other party may have a liability under this Section. NUI and the Stockholders shall furnish each other with copies of all correspondence received from any taxing authority in connection with any tax audit or information request with respect to such taxable period.

7.14 S Corporation Tax Liability Payment. The Company shall on or before the Closing Date make a distribution to the Stockholders an amount equal to such Stockholder's federal income tax liability on his proportionate share of the Subchapter S income of the Company for the stub period from January 1, 1999 to the Closing Date as consistent with past practice of the Company.

ARTICLE VIII

CONDITIONS PRECEDENT

8.01 Conditions to Each Party's Obligation to Effect the Merger. The respective obligation of each party to effect the Merger shall be subject to the satisfaction at or prior to the Closing of the following conditions:

(a) **Company Stockholder Approval.** This Agreement and the transactions contemplated hereby shall have been approved and adopted by the Stockholders of the Company, to the extent required by New Jersey law and the Company's Certificate of Incorporation and Bylaws.

(b) **Regulatory Approvals.** All necessary approvals, authorizations and consents of all Governmental Entities required to consummate the transactions contemplated hereby shall have been obtained and shall remain in full force and effect and all statutory waiting periods in respect thereof shall have expired or been terminated (all such approvals and the expiration of all such waiting periods being referred to herein as the "Requisite Regulatory Approvals").

(c) **No Injunctions or Restraints; Illegality.** No order, injunction or decree issued by any court or agency of competent jurisdiction or other legal restraint or prohibition (an "Injunction") preventing the consummation of the Merger or any of the other transactions contemplated by this Agreement shall be in effect and no proceeding initiated by any Governmental Entity seeking an injunction shall be pending. No statute, rule, regulation, order, injunction or decree shall have been enacted, entered, promulgated or enforced by any Governmental Entity which prohibits, restricts or makes illegal consummation of the Merger, or any of the other transactions contemplated by this Agreement.

8.02 Conditions to Obligations of NUI and Sub. The obligation of NUI and Sub to effect the Merger is also subject to the satisfaction or waiver by NUI and Sub, at or prior to the Effective Time, of the following conditions:

(a) **Representations and Warranties.** The representations and warranties of the Company set forth in this Agreement shall be true and correct as of the date of this Agreement and (except to the extent such representations and warranties speak as of an earlier date) as of the Closing Date as though made on and as of the Closing Date. NUI shall have received a certificate signed on behalf of the Company by its Chief Executive Officer and Chief Financial Officer to the foregoing effect.

(b) **Performance of Obligations of the Company.** The Company shall have performed in all material respects all obligations required to be performed by it under this Agreement at or prior to the Closing Date, and NUI shall have received a certificate signed on behalf of the Company by its Chief Executive Officer and Chief Financial Officer to such effect.

(c) **Consents Under Agreements.** The consent, approval, waiver or amendment (with financial covenants) of each person (other than the Governmental Entities referred to in Section 8.01(b)) whose consent or approval shall be required in order to permit the succession by the Surviving Corporation pursuant to the Merger to any obligation, right or interest of the Company under any material loan or credit agreement, note, mortgage, indenture, lease, license or other agreement or instrument shall have been obtained and shall be reasonably satisfactory to NUI.

(d) **FIRPTA.** The Company shall have delivered to NUI and Sub an affidavit, dated as of the Effective Date, pursuant to Sections 897 and 1445 of the Code in substantially the form set forth in Exhibit E hereto.

(e) **Boudria Employment Agreement.** The Company and Richard M. Boudria shall have entered into an employment agreement, the terms of which have been agreed upon by Richard M. Boudria, NUI and the Company, which terms are set forth in Exhibit A hereto.

(f) **The Non-Competition Agreements.** The Company and the persons or entities listed in Section 7.12 of the Agreement shall have entered into the Non-Competition Agreements in the form annexed as Exhibit D hereto.

(g) **Tax Opinion of Counsel for NUI.** NUI shall have received an opinion dated as of the Closing Date of Bourne, Noll & Kenyon to the effect that the Merger will constitute a reorganization within the meaning of Code section 368(a).

(h) **Dissenters' Rights.** Either (i) none of the Stockholders shall have any right to exercise dissenters', appraisal or similar rights under the NJBCA by virtue of the Merger or (ii) Stockholders owning less than five percent of the shares of Company Common outstanding immediately prior to the Closing shall have exercised, or shall have a continuing right to exercise, such dissenters', appraisal or similar rights.

8.03 Conditions to Obligations of the Company. The obligations of the Company to effect the Merger is also subject to the satisfaction, or waiver by the Company, at or prior to the Closing of the following conditions:

(a) **Representations and Warranties.** The representations and warranties of NUI and Sub set forth in this Agreement shall be true and correct of the date of this Agreement and (except to the extent such representations and warranties speak as of an earlier date) as of the Closing Date as though made on and as of the Closing Date. The Company shall have received a certificate signed on behalf of NUI and Sub by their respective Chief Executive Officers and Chief Financial Officers to the foregoing effect.

(b) **Performance of Obligations of NUI and Sub.** NUI and Sub shall have each performed in all material respects all obligations required to be performed by them; under this Agreement at or prior to the Closing Date, and the Company shall have received a certificate signed

on behalf of NUI and Sub by their respective Chief Executive Officers and Chief Financial Officers to such effect.

(c) **Registration Rights Declaration.** The NUI Registration Rights Declaration shall have been adopted by the Board of Directors of NUI and shall be in full force and effect as of the Closing Date.

(d) **Tax Opinion of Counsel for the Company.** The Company shall have received an opinion dated as of the closing date of Gibbons, Del Dec, Dolan, Griffinger & Vecchione to the effect that the Merger will constitute a reorganization within the meaning of Code Section 368(a).

ARTICLE IX

TERMINATION AND AMENDMENT

9.01 **Termination.** This Agreement may be terminated and the Merger abandoned at any time prior to the Effective Time, whether before or after approval of the matters presented in connection with the Merger by the Stockholders of the Company:

(a) by mutual consent of NUI and the Company in a written instrument, if the Board of Directors of each so determines by a vote of a majority of the members of its entire Board;

(b) by either NUI or the Company upon written notice to the other party (i) at least thirty (30) days after the date on which any request or application for a Requisite Regulatory Approval required to consummate the Merger shall have been denied or withdrawn at the request or recommendation of the Governmental Entity which must grant such Requisite Regulatory Approval, unless within the thirty (30) day period following such denial or withdrawal a petition for rehearing or an amended application has been filed with the applicable Governmental Entity; provided, however, that no party shall have the right to terminate this Agreement pursuant to this Section 9.01(b)(i) if such denial or request or recommendation for withdrawal shall be due to the failure of the party seeking to terminate this Agreement to perform or observe the covenants and agreements of such party set forth herein, or (ii) if any Governmental Entity of competent jurisdiction shall have issued a final nonappealable order enjoining or otherwise prohibiting the consummation of any of the transactions contemplated by this Agreement;

(c) by either NUI or the Company (provided that the terminating party is not then in material breach of any representation, warranty, covenant or other agreement contained herein) if there shall have been a material breach of any of the representations or warranties set forth in this Agreement on the part of the other party, (i) which breach (if susceptible to cure) is not cured within twenty (20) business days following written notice to the party committing such breach, or (ii) which breach, by its nature, cannot be cured;

(d) by either NUI or the Company (provided that the terminating party is not then in material breach of any representation, warranty, covenant or other agreement contained herein) if there shall have been a material breach of any of the covenants or agreements set forth in this Agreement on the part of the other party, (i) which breach (if susceptible to cure) shall not have been cured within twenty (20) business days following receipt by the breaching party of written notice of such breach from the other party hereto, or (ii) which breach, by its nature, cannot be cured;

(e) by either NUI or the Company if the Closing shall not have occurred by November 6, 1999 unless the Closing is delayed solely because the Requisite Regulatory Approvals have not been obtained and the party responsible for obtaining such Requisite Regulatory Approvals is diligently undertaking such efforts required to obtain the same.

9.02 Effect of Termination. In the event of termination of this Agreement by either NUI or the Company as provided in Section 9.01, this Agreement shall forthwith become void and have no effect except Section 7.04(b) shall survive any termination of this Agreement, and there shall be no further obligation on the part of NUI, Sub, the Company, or their respective officers or directors except for the obligations under such provisions. Notwithstanding anything to the contrary contained in this Agreement, no party shall be relieved or released from any liabilities or damages arising out of its intentional breach of any provision of this Agreement.

9.03 Expenses. If the Merger is not consummated, all costs and expenses incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the party incurring such expense. If the Merger is consummated, all costs and expenses incurred in connection with this Agreement and the transactions contemplated hereby shall be borne by NUI; provided, however, that NUI shall not be required to pay more than an aggregate of \$75,000.00 for the out-of-pocket expenses of the Company and its advisors, including without limitation legal counsel, investment advisors and accountants.

9.04 Amendment. Subject to compliance with applicable law, this Agreement may be amended by the parties hereto, by action taken or authorized by their respective Boards of Directors. This Agreement may not be amended except by an instrument in writing signed on behalf of each of the parties hereto.

9.05 Extension; Waiver. At any time prior to the Effective Time, the parties hereto, by action taken or authorized by their respective Board of Directors, may, to the extent legally allowed, (a) extend the time for the performance of any of the obligations or other acts of the other parties hereto, (b) waive any inaccuracies in the representations and warranties contained herein or in any document delivered pursuant hereto and (c) waive compliance with any of the agreements or conditions contained herein. Any agreement on the part of a party hereto to any such extension or waiver shall be valid only if set forth in a written instrument signed on behalf of such party, but such extension or waiver shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

ARTICLE X

INDEMNIFICATION

10.01 Agreement to Indemnify. Following the Closing and subject to the limitations set forth herein,

(a) all of the Stockholders shall, on a joint and several basis, indemnify and agree to defend and hold harmless NUI and the Surviving Corporation (and their respective affiliates, officers, directors, employees, representatives and agents) against and in respect of any and all claims, costs, losses, expenses, liabilities or other damages, including interest penalties (collectively "Damages"), by reason of or otherwise arising out of a breach by the Company or the Stockholders prior to or at the Closing of a representation, warranty or covenant contained in this Agreement and

(b) NUI shall indemnify and agree to defend and hold harmless the Stockholders (and their respective affiliates, representatives and agents) against and in respect of any and all Damages by reason of or otherwise arising out of a breach by NUI or Sub prior to or at the Closing of a representation, warranty or covenant contained in this Agreement.

The amounts for which NUI, the Surviving Corporation and the Stockholders may seek indemnification under this Article X shall extend to, and as used herein the term "Damages" shall include, reasonable attorneys' fees and disbursements, reasonable accountants' fees and disbursements, costs of litigation and other expenses incurred by them (or their respective affiliates, officers, directors or employees) in the defense of any claim asserted against them (or their respective affiliates, officers, directors or employees) and any amounts paid in settlement or compromise of any claim asserted against them to the extent that the claim asserted is or would have been subject to the indemnification provisions hereof, subject to the limitations on indemnification set forth in sections 10.02 and 10.03. "Damages" shall not include any amount for which reimbursement is received by NUI, the Surviving Corporation or the Stockholders, as the case may be, pursuant to insurance policies or third-party payments by virtue of indemnification or subrogation received by such party.

10.02 Survival of Indemnity. The indemnification obligations of each indemnifying party pursuant to Section 10.01 shall survive the Closing and continue for all Damages as to an indemnified party which or who has given written notice thereof to the indemnifying party by no later than six months following the Closing Date; provided, however, the indemnification obligations of the Stockholders for Damages arising from Workers' Compensation Claims and for fines, penalties or sanctions due to the Company's failure to maintain workers' compensation insurance prior to this Agreement shall survive until the second anniversary of the Closing (the "Additional Indemnity Period"). During the Additional Indemnity Period, the indemnity obligations of the Stockholders shall be satisfied exclusively from the Additional Per Share Price. Upon expiration of such periods, no indemnifying party shall have any liability for Damages under such indemnification obligations unless it has received written notice from an indemnified party claiming indemnification prior to the expiration of the applicable period as required.

10.03 Additional Provisions.

(a) **Limitations on Indemnified Amounts of Stockholders.** Except as otherwise provided herein, the Stockholders collectively shall not have any obligation to indemnify any parties under this Article X until the indemnified parties' aggregate indemnity obligations shall exceed \$100,000.00, whereupon such parties shall be entitled to receive Damages from the first dollar. Notwithstanding the limitations contained herein, the Stockholders collectively shall be obligated to indemnify any parties under this Article X for Damages from the first dollar arising from Workers' Compensation Claims and for fines, penalties or sanctions due to the Company's failure to maintain workers' compensation insurance prior to this Agreement. The liability of the Stockholders collectively for indemnification under this Article X by reason of or arising out of any breach by the Company or the Stockholders of any covenant or of any representation or warranty shall not be modified, waived or diminished by any examination or investigation conducted by NUI of the books, records or operations of the Company.

(b) **Limitations on Indemnified Amounts of NUI.** NUI shall have no obligation to indemnify any parties under this Article X until the indemnified parties' aggregate indemnity obligations shall exceed \$100,000.00, whereupon such parties shall be entitled to receive Damages from the first dollar. The liability of NUI for indemnification under this Article X by reason of or arising out of any breach by NUI or Sub of any covenant or of any representation or warranty shall not be modified, waived or diminished by any examination or investigation conducted by the Company or any Stockholder of the books, records or operations of NUI and Sub.

(c) **No Limitation in Event of Fraud.** Notwithstanding any other provision hereof, nothing in this Article X (including the provisions of paragraphs (a) and (b) of this Section 10.03) or otherwise shall limit, in any manner, any remedy at law or equity, to which any party may be entitled as a result of fraud by any indemnifying party or its employees, officers or directors.

(d) **Exclusivity of Remedy; Survival of Covenants.** Following the Closing, except in respect of claims based upon fraud, the indemnification accorded by this Section shall be the sole and exclusive remedy of the parties indemnified under this Section 10 in respect of any misrepresentation or inaccuracy in, or breach of, any representation or warranty or any breach or failure in performance of any covenant or agreement made in this Agreement or in any document or certificate delivered pursuant hereto. Notwithstanding the foregoing, in the event of any breach or failure in performance after the Closing of any covenant or agreement, a non-breaching party shall also be entitled to seek specific performance, injunctive or other equitable relief. The covenants of any party shall terminate according to the terms of such covenant and the expiration of the applicable statutes of limitations.

(e) **Subrogation.** Upon making any payment to an indemnified party for any indemnification claim pursuant to this Article X, an indemnifying party shall be subrogated, to the extent of such payment, to any rights that the indemnified party may have against any other persons with respect to the subject matter underlying such indemnification claim and the indemnified party shall take such actions as the indemnifying party may reasonably require to perfect such subrogation or to pursue such rights against such other persons as the indemnified party may have.

ARTICLE XI

GENERAL PROVISIONS

11.01 Closing. Subject to the terms and conditions of this Agreement, the closing of the Merger (the "Closing") will take place at such date, time and place as is mutually agreed upon by the Company and NUI, which shall be not more than three (3) business days after the satisfaction of the conditions set forth in Article VIII hereof. The date on which such Closing takes place is referred to herein as the "Closing Date."

11.02 Notices. All notices and other communications hereunder shall be in writing and shall be deemed given when delivered personally or telecopied (with confirmation from recipient), three (3) days after mailed by registered or certified mail (return receipt requested) or on the day delivered by an express courier (with confirmation from recipient) to the parties at the following addresses (or at such other address for a party as shall be specified by like notice):

- (a) if to NUI or Sub, to:

NUI Corporation
550 Route 202-206
P.O. Box 760
Bedminster, NJ 07921
Attn: General Counsel

- (b) if to the Company, to:

International Telephone Group, Inc.
1500 Mount Kemble Avenue
Morristown, NJ 07960
Attn: Richard M. Boudria

with a copy to:

Frank B. Reilly, Jr., Esq.
Gibbons, Del Deo, Dolan, Griffinger & Vecchione
One Riverfront Plaza
Newark, NJ 07102

11.03 Interpretation. When a reference is made in this Agreement to Sections, Exhibits or Schedules, such reference shall be to a Section of or Exhibit or Schedule to this Agreement unless otherwise indicated. The table of contents and headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. Whenever the words "include," "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation." The phrases "the date of this Agreement," "the date hereof" and terms of similar import, unless the context otherwise requires, shall be deemed to be August __, 1999.

11.04 Counterparts. This Agreement may be executed in counterparts, all of which shall be considered one and the same agreement and shall become effective when counterparts have been signed by each of the parties and delivered to the other parties, it being understood that all parties need not sign the same counterpart.

11.05 Entire Agreement. This Agreement (including the documents and the instruments referred to herein), the Confidentiality Agreement constitute the entire agreement and supersede all prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof.

11.06 Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of New Jersey, without regard to any applicable to conflicts of law.

11.07 Enforcement of Agreement. The parties hereto agree that irreparable damage would occur in the event that the provisions contained in Sections 6.02, or 7.04(b) of this Agreement were not performed in accordance with its specific terms or were otherwise breached. It is accordingly agreed that the parties shall be entitled to an injunction or injunctions to prevent breaches of Sections 6.02, 7.04(b) of this Agreement and to enforce specifically the terms and provisions thereof in any court of the United States or any court located in the State of New Jersey, this being in addition to any other remedy to which they are entitled at law or in equity.

11.08 Severability. Any term or provision of this Agreement which is invalid or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Agreement or affecting the validity or enforceability of any of the terms or provisions of this Agreement in any other jurisdiction. If any provision of this Agreement is deemed to be so broad as to be unenforceable, the provision shall be interpreted to be only so broad as is enforceable.

11.09 Publicity. Except as otherwise required by law or the rules of the New York Stock Exchange, so long as this Agreement is in effect, none of NUI, Sub or the Company shall, or shall permit any of their Subsidiaries to, issue or cause the publication of any press release or other public announcement with respect to, or otherwise make any public statement concerning, the transactions contemplated by this Agreement without the consent of the other party, which consent shall not be unreasonably withheld.

11.10 Assignment. Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any of the parties hereto (whether by operation of law or otherwise) without the prior written consent of the other parties. Subject to the preceding sentence, this Agreement will be binding upon, inure to the benefit of and be enforceable by the parties and their respective successors and assigns. Except as otherwise expressly provided herein, this Agreement (including the documents and instruments referred to herein) is not intended to confer upon any person other than the parties hereto any rights or remedies hereunder.

IN WITNESS WHEREOF, NUI, Sub and the Company have caused this Agreement to be executed by their respective officers thereunto duly authorized as of the date first above written.

NUI CORPORATION

By 

Title: President

NUI ACQUISITION CORP.

By 

Title: President

INTERNATIONAL TELEPHONE GROUP, INC.

By _____

Title: _____

RICHARD M. BOUDRIA

THOMAS F. KANE

GEORGE F. BURNS, JR.

LAURA W. DANFORTH TRUST

By _____

THEODORE N. DANFORTH, Trustee

CHRISTOPHER J. LANGE

HAROLD R. HISER, JR.

IN WITNESS WHEREOF, NUI, Sub and the Company have caused this Agreement to be executed by their respective officers thereunto duly authorized as of the date first above written.

NUI CORPORATION

By _____
Title:

NUI ACQUISITION CORP.

By _____
Title:

INTERNATIONAL TELEPHONE GROUP, INC.

By Richard M. Boudria
Title: President & CEO
Richard M. Boudria
RICHARD M. BOUDRIA

THOMAS F. KANE

GEORGE F. BURNS, JR.

LAURA W. DANFORTH TRUST

By: _____
THEODORE N. DANFORTH, Trustee

CHRISTOPHER J. LANGE

HAROLD R. HISER, JR.

IN WITNESS WHEREOF, NUI, Sub and the Company have caused this Agreement to be executed by their respective officers thereunto duly authorized as of the date first above written.

NUI CORPORATION

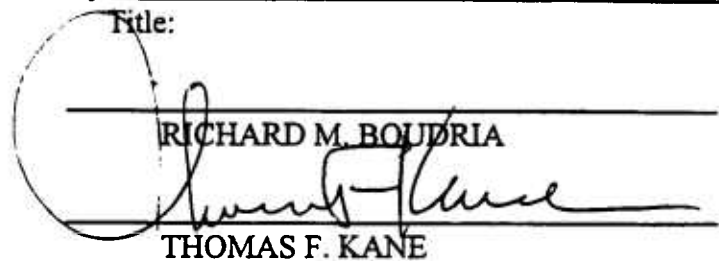
By _____
Title:

NUI ACQUISITION CORP.

By _____
Title:

INTERNATIONAL TELEPHONE GROUP, INC.

By _____
Title:


RICHARD M. BOUDRIA
THOMAS F. KANE

GEORGE F. BURNS, JR.

LAURA W. DANFORTH TRUST

By: _____
THEODORE N. DANFORTH, Trustee

CHRISTOPHER J. LANGE

HAROLD R. HISER, JR.

IN WITNESS WHEREOF, NUI, Sub and the Company have caused this Agreement to be executed by their respective officers thereunto duly authorized as of the date first above written.

NUI CORPORATION

By _____
Title:

NUI ACQUISITION CORP.

By _____
Title:

INTERNATIONAL TELEPHONE GROUP, INC.

By _____
Title:

RICHARD M. BOUDRIA

THOMAS F. KANE



GEORGE F. BURNS, JR.

LAURA W. DANFORTH TRUST

By: _____
THEODORE N. DANFORTH, Trustee

CHRISTOPHER J. LANGE

HAROLD R. HISER, JR.

IN WITNESS WHEREOF, NUI, Sub and the Company have caused this Agreement to be executed by their respective officers thereunto duly authorized as of the date first above written.

NUI CORPORATION

By _____
Title:

NUI ACQUISITION CORP.

By _____
Title:

INTERNATIONAL TELEPHONE GROUP, INC.

By _____
Title:

RICHARD M. BOUDRIA

THOMAS F. KANE

GEORGE F. BURNS, JR.

LAURA W. DANFORTH TRUST

By: Theodore N. Danforth
THEODORE N. DANFORTH, Trustee

CHRISTOPHER J. LANGE

HAROLD R. HISER, JR.

NO. 532 P. 4/41
NO. 530 P. 2/4
T-44 P. 04/04 F-005

IN WITNESS WHEREOF, NUI, Sub and the Company have caused this Agreement to be executed by their respective officers thereunto duly authorized as of the date first above written.

NLI CORPORATION

By _____
Title _____

NLI ACQUISITION CORP.

By _____
Title _____

INTERNATIONAL TELEPHONE GROUP, INC.

By Richard M. Bondura
Title: President & CEO

Richard M. Boudria
RICHARD M. BOUDRIA

THOMAS F. KANE

GEORGE F. BURNS, JR.

LAURA W. DANFORTH TRUITT

By: THEODORE N. DANFORTH, Trustee

CHRISTOPHER J. LANGE

HAROLD R. FISER, JR.

IN WITNESS WHEREOF, NUI, Sub and the Company have caused this Agreement to be executed by their respective officers thereunto duly authorized as of the date first above written.

NUI CORPORATION

By _____
Title:

NUI ACQUISITION CORP.

By _____
Title:

INTERNATIONAL TELEPHONE GROUP, INC.

By _____
Title:

RICHARD M. BOUDRIA

THOMAS F. KANE

GEORGE F. BURNS, JR.

LAURA W. DANFORTH TRUST

By: _____
THEODORE N. DANFORTH, Trustee

CHRISTOPHER J. LANGE



HAROLD R. HISER, JR.

EXHIBIT A

Employment Agreement Term Sheet

This Employment Agreement Term Sheet is only a brief description of the principal terms of employment of Richard M. Boudria. The definitive terms of employment shall be documented in an Employment Agreement dated of even date herewith to be effective as of the Closing of the Merger.

TERM: Five (5) years from the Closing of the Merger.

POSITION: President and Chief Executive Officer of International Telephone Group, Inc. (the "Company"), reporting to the President and Chief Executive Officer of NUI Corporation. Mr. Boudria shall be responsible for the daily operations of the Company, subject to oversight by the Board of Directors.

COMPENSATION:

Base: \$200,000.00 per year, subject to annual review by the Compensation Committee of the NUI Board of Directors.

Incentives: Compensation to be determined by the Compensation Committee of the NUI Board of Directors. Mr. Boudria shall be eligible for all stock awards programs maintained by NUI for key employees of NUI.

Stay Bonus: \$364,000.00 payable as follows: (a) \$72,800.00 on the closing of the Merger, (b) \$145,600.00 on the first anniversary of the closing of the Merger, and (c) \$145,600.00 on the second anniversary of the closing of the Merger. Payment is contingent upon Mr. Boudria's continued employment with the Company on the scheduled dates.

Perquisites: Current perquisites shall continue.

Benefits: Current participation in all benefits programs shall continue.

Vacation: Four (4) weeks per year and all paid holidays.

TERMINATION

PAYMENTS:

With Cause: Base compensation ends on the date of termination. Any portion of the stay bonus which is earned shall be payable.

Death or Disability: Base compensation shall be payable for the remainder of the term of employment, earned incentive compensation, if any, up to the date of

termination and any portion of the stay bonus which is earned shall be payable.

Without

Cause: All base and incentive compensation, shall be paid in cash five (5) days after termination for the balance of the term of employment, using the highest annual base salary and bonuses paid during the preceding three (3) years. Any unpaid stay bonus shall be paid.

Relocation: If Mr. Boudria's office is permanently located more than fifty (50) road miles from the current location of the Company's executive offices, all base and incentive compensation shall be paid in cash five (5) days after termination for the balance of the term of employment, using the highest annual base salary and bonuses paid during the preceding three (3) years. Any unpaid stay bonus shall be paid.

**Change in
Control:**

Following a Change in Control of NUI Corporation, all base and incentive compensation shall be paid in cash five (5) days after termination for a period equal to the greater of the balance of the term of employment or two (2) years, using the highest annual base salary and bonuses paid during the preceding three (3) years, subject to the golden parachute limits of the Internal Revenue Code of 1986, as amended. Any unpaid stay bonus shall be paid.

**Ownership
Change:**

Following an Ownership Change of the Company, all base and incentive compensation shall be payable over a period equal to the greater of the balance of the term of employment or two (2) years, using the highest annual base salary and bonuses paid during the preceding three (3) years. Any unpaid stay bonus shall be paid.

**CONFIDENTIAL
INFORMATION:**

No use or disclosure of confidential information for a period of three (3) years after termination of employment.

**NON-
COMPETITION:**

Mr. Boudria shall not, directly or indirectly, with or without compensation, engage in, be employed by or control, advise, manage or receive any economic benefit in any other business, company, firm or entity engaged in activities substantially similar to the Company for a period of three (3) years after termination of employment.

DIRECTORSHIP:

Mr. Boudria will serve, without compensation, on the Board of Directors of the Company.

EXHIBIT B

NUI CORPORATION

DECLARATION OF REGISTRATION RIGHTS

DECLARATION made as of August __, 1999 by NUI Corporation, a New Jersey corporation ("NUI"), for the benefit of stockholders of International Telephone Group, Inc., a New Jersey corporation ("ITG"), acquiring shares of common stock of NUI pursuant to the Agreement and Plan of Merger dated as of August __, 1999 (the "Merger Agreement") by and among NUI, NUI Acquisition Corp., ITG and the Stockholders of ITG.

1. Certain Defined Terms.

Capitalized terms used herein shall have the respective meanings ascribed to them in the Merger Agreement, unless the context requires otherwise. In addition, as used in this Declaration, the following additional terms have the following meanings:

"Exchange Act" means the Securities Exchange Act of 1934, as amended.

"Form S-3" means such form under the Securities Act as in effect on the date hereof or any registration form under the Securities Act subsequently adopted by the SEC that similarly permits inclusion or incorporation of substantial information by reference to other documents filed by NUI with the SEC.

"Holders" means (a) the record holders of the Company Common Stock to whom Registrable Shares are being issued pursuant to the Merger Agreement, and (b) any of such record holders' respective family members, and trusts wholly or principally for the benefit of family members, to whom such holders transfer record ownership of any of the Registrable Shares.

"Indemnified Party" has the meaning set forth in Section 6.3.

"Indemnifying Party" has the meaning set forth in Section 6.3.

"Registrable Shares" means, with respect to a Holder, (a) the shares of NUI Common Stock issued or issuable to such Holder as a stockholder of the Company constituting the Per Share Price and the Additional Per Share Price pursuant to the Merger Agreement, (b) any other securities issued by NUI in exchange for any Registrable Shares and (c) any shares of NUI Common Stock issued as a dividend or distribution on account of Registrable Shares or resulting from a subdivision of outstanding Registrable Shares into a greater number of securities (by reclassification, stock split or otherwise), *provided* that a security that was at one time a Registrable Share shall cease to be a Registrable Share when (a) it has been effectively registered under the Securities Act and has been disposed of pursuant to a registration statement or (b) it has been transferred and is no longer held of record by a Holder.

"SEC" means the Securities and Exchange Commission.

"Securities Act" means the Securities Act of 1933, as amended.

"Shelf Registration" has the meaning set forth in Section 2.1.

2. Registrations.

2.1. Shelf Registration. As soon as practicable after the Closing Date of the Merger, but no later than thirty (30) days after such Closing Date, NUI shall use its reasonable best efforts to (a) prepare and file a registration statement (the "Shelf Registration") for an offering to be made on a delayed or continuous basis pursuant to Rule 415 under the Securities Act (or any similar rule that may be adopted by the SEC), and permitting sales in ordinary course brokerage or dealer transactions not involving an underwritten public offering and covering registration of the resale of all of the Registrable Shares, (b) cause such registration statement to become effective as soon as practicable after filing and (c) subject to Section 3.2, keep such registration statement continuously effective through the later of _____, 2001 or the first anniversary of the date of delivery of shares of NUI Common Stock under Section 1.06 of the Merger Agreement, if any (the "Effectiveness Period"). In no event shall NUI have any obligation to keep such registration statement in effect beyond the Effectiveness Period, unless otherwise extended pursuant to the terms hereof. If a Holder shall propose to sell any Registrable Shares pursuant to a registration statement filed pursuant to this Section 2.1, it shall notify NUI of its intent to do so at least three full business days prior to such sale. NUI shall not be required to effect more than one registration under this Section 2.1.

3. Obligations of NUI.

3.1. General Obligations. In connection with registrations pursuant to Section 2, and subject to the limitations of that Section, NUI shall:

- (a) prepare and file with the SEC the registration statement in accordance with Section 2 with respect to Registrable Shares and use its reasonable best efforts to cause such registration statement to become effective as promptly as practicable after filing in the manner provided in Section 2 and, in the case of registrations under Section 2.1, to keep such registration statement continually effective as provided therein;
- (b) prepare and file with the SEC such amendments and supplements to such registration statement and the prospectus used in connection therewith as may be necessary, and comply with the provisions of the Securities Act with respect to the sale or other disposition of all Registrable Shares registered in such registration statement;
- (c) furnish to each Holder, without charge, such number of copies of any prospectus (including any preliminary prospectus and any amended or supplemented prospectus) in conformity with the requirements of the Securities Act, and such other documents, as such Holder may reasonably request in order to effect the offering and sale of the Registrable Shares to be offered and sold, but only while NUI shall be required under the provisions hereof to cause the registration statement to remain current; and

- (d) use its reasonable best efforts to register or qualify the Registrable Shares covered by such registration statements under the securities or blue sky laws of such jurisdictions as each Holder shall reasonably request *provided* that NUI shall not be required in connection therewith or as a condition thereto to qualify to do business or to file a general consent to service of process in any such jurisdiction where it has not been qualified).
- (e) cause all Registrable Shares covered by a registration statement to be listed on the New York Stock Exchange or any other national securities exchange or quotation system, if any, upon which NUI Common Stock is then trading or being listed.

3.2. Notification Obligations. NUI shall promptly notify each Holder whose shares of Registrable Shares are covered by a registration statement hereunder:

- (a) when a prospectus or any prospectus supplement or post-effective amendment has been filed, and, with respect to the registration statement or any post-effective amendment, when the same has become effective;
- (b) of any request by the SEC or any other federal or state governmental authority during the period of effectiveness of the registration statement for amendments or supplements to the registration statement or related prospectus or for additional information relating to the registration statement;
- (c) of the issuance by the SEC or any other federal or state governmental authority of any stop order suspending the effectiveness of the registration statement or the initiation of any proceedings for that purpose;
- (d) of the receipt by NUI of any notification with respect to the suspension of the qualification or exemption from qualification of any of the Registrable Shares for sale in any jurisdiction or the initiation or threatening of any proceeding for such purpose; or
- (e) of the happening of any event which makes any statement made in the registration statement or related prospectus or any document incorporated or deemed to be incorporated therein by reference untrue in any material respect or which requires the making of any changes in the registration statement or prospectus so that, in the case of the registration statement, it will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein not misleading, and that in the case of the prospectus, it will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

Upon the happening of any event of the kind described in clause (b), (c), (d) or (e) above or any other event that, in the good faith judgment of NUI's Board of Directors, renders it advisable to suspend use of any prospectus due to pending corporate developments, public filings with the SEC or similar material events, NUI may suspend use of the prospectus on written notice to the Holders (in which case each Holder shall discontinue disposition of Registrable Shares covered by a registration

statement or prospectus until copies of a supplemented or amended prospectus are distributed to the Holders or until the Holders are advised in writing by the NUI that the use of the applicable prospectus may be resumed). Subject to the last sentence of this paragraph, any such suspension or suspensions shall be for no more than sixty days in the aggregate but no more than thirty continuous days, *provided* that such time restrictions shall not apply if the happening is beyond NUI's reasonable control *and provided further* that NUI may suspend such use for up to thirty additional days in connection with a then proposed underwritten public offering *and provided further* that the Effectiveness Period shall be extended by the number of days during such period that the registration statement failed to be effective. NUI shall use its reasonable best efforts to ensure that the use of the prospectus may be resumed as soon as practicable. NUI shall use its reasonable best efforts to obtain the withdrawal of any order suspending the effectiveness of a registration statement, or the lifting of any suspension of the qualification (or exemption from qualification) of any of the securities for sale in any jurisdiction, at the earliest practicable time. NUI shall, upon the occurrence of any event contemplated by clause (e) above, prepare a supplement or post-effective amendment to the registration statement or a supplement to the related prospectus or any document incorporated therein by reference or file any other required document so that, as thereafter delivered to the purchasers of the Registrable Shares being sold thereunder, such prospectus will not contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

3.3. Reports Under Exchange Act. NUI agrees to (a) use its reasonable best efforts to file with the SEC in a timely manner all reports and other documents required of NUI under the Securities Act and the Exchange Act and (b) furnish to each Holder forthwith upon request (i) a written statement by NUI that it has complied with the reporting requirements of the Securities Act and the Exchange Act or that it qualifies as a registrant whose securities may be resold pursuant to Form S-3, (ii) a copy of the most recent annual report of NUI and (iii) such other information as may be reasonably requested in availing each Holder of any rule or regulation of the SEC which permits the selling of any such securities pursuant to Form S-3.

4. **Obligations of Holders.**

4.1. Relating to Shelf Offerings. In order for any Registrable Shares of a Holder to be included in any Shelf Registration pursuant to Section 2.1, each Holder shall provide all such information and materials to NUI and take all such action as may be required in order to permit NUI to comply with all applicable requirements of the SEC and any state securities commission or bureau and to obtain the effectiveness of and any desired acceleration of the effective date of such registration statement. Such provision of information and materials is a condition precedent to the obligations of NUI pursuant to this Section 4.2; provided that NUI shall have used its reasonable best efforts to provide reasonable advance notice of the need for such information, materials or actions and shall have afforded such Holder a reasonable opportunity to provide such information and materials and to take such action.

4.2. General. By exercising any rights hereunder, each Holder shall be deemed to assume all obligations of a Holder hereunder as though such Holder were a signatory hereto. NUI may require any Holder to execute an instrument whereby such Holder expressly assumes all obligations of such Holder hereunder as a condition precedent to any obligations of NUI to such Holder hereunder.

5. Expenses.

NUI shall pay all expenses incident to its performance of or compliance with this Declaration, regardless of whether any registration becomes effective, including (a) all registration and filing fees of the SEC, the National Association of Securities Dealers, Inc. and the New York Stock Exchange, (b) all fees and expenses incurred in complying with securities or blue sky laws (including reasonable fees and disbursements of counsel in connection with blue sky qualifications of the Registrable Shares), (c) all printing, messenger and delivery expenses, (d) all fees and expenses of NUI's transfer agent and registrar, (e) all fees and disbursements of NUI's independent public accountants and counsel and (f) all fees and expenses of any special experts retained by NUI in connection with any registration pursuant to the terms of this Declaration; *provided, however*, that the Holders shall be liable for (A) any fees or commissions of brokers, dealers or underwriters, (B) any transfer taxes and (C) any fees or expenses of consultants, financial advisors, counsel and other professionals acting on behalf of the Holders in connection with any registration pursuant to the terms of this Declaration.

6. Indemnification.

In the event of any offering registered pursuant to this Declaration:

6.1. NUI will indemnify each Holder and each person controlling a Holder (within the meaning of Section 15 of the Securities Act and Section 20(a) of the Exchange Act), and the respective representatives and agents of each Holder or any person controlling a Holder against all claims, losses, damages and liabilities (or actions in respect thereof), including any of the foregoing incurred in settlement of any litigation, commenced or threatened, (including, but not limited to, attorneys fees) arising out of or based on any untrue statement (or alleged untrue statement) of a material fact contained in any registration statement, prospectus, or any amendment or supplement thereto, incident to any offering registered pursuant to this Declaration, or based on any omission (or alleged omission) to state therein a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances in which they are made, not misleading, or any violation by NUI of any rule or regulation promulgated under the Securities Act, or state securities laws applicable to NUI in connection with any such registration, and, will reimburse each such Holder, and each person controlling such Holder, for any legal and any other out-of-pocket expenses reasonably incurred in connection with investigating, preparing or defending any such claim, loss, damage, liability or action, provided that NUI will not be liable in any such case to the extent that any such claim, loss, damage, or liability arises out of or is based on any untrue statement or omission or alleged untrue statement or omission, made in reliance upon and in conformity with written information furnished to NUI by such Holder or controlling person and stated to be specifically for use therein.

6.2. Each Holder will, if Registrable Shares held by such Holder are included in the securities as to which such registration, qualification or compliance is being effected, indemnify NUI, each of its directors and officers and its legal counsel and independent accountants, each underwriter, if any, of NUI's securities covered by such a registration statement, each person who controls NUI or such underwriter within the meaning of Section 15 of the Securities Act and Section 20(a) of the Exchange Act), and each other such Holder, and such Holder's legal counsel and independent accountants, against all claims, losses, damages and liabilities (or actions in respect

thereof) arising out of or based on any untrue statement (or alleged untrue statement) or a material fact contained in any such registration statement, prospectus, offering circular or any amendment or supplement thereto, or any omission (or alleged omission) to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, and will reimburse NUI, such Holders, such directors, officers, legal counsel, independent accountants, underwriters or control persons for any legal or any other expenses reasonably incurred in connection with investigating or defending any such claim, loss, damage, liability or action, in each case to the extent, but only to the extent, that such untrue statement (or alleged untrue statement) or omission (or alleged omission) is made in such registration statement, prospectus, offering circular or any amendment or supplement thereto in reliance upon and in conformity with written information furnished to NUI by such Holder and stated to be specifically for use therein; provided, however, that the obligations of such Holders hereunder shall be limited to an amount equal to the respective net proceeds after expenses and commissions to each such Holder of Registrable Shares sold as contemplated herein.

6.3. Each party entitled to indemnification under this Section 6.3 (the "Indemnified Party") shall give notice to the party required to provide indemnification (the "Indemnifying Party") promptly after such Indemnified Party receives written notice of any claim as to which indemnity may be sought, and shall permit the Indemnifying Party to assume the defense of any such claim or any litigation resulting therefrom, provided that counsel for the Indemnifying Party, who shall conduct the defense of such claim or litigation, shall be approved by the Indemnified Party (whose approval shall not be unreasonably withheld), and the Indemnified Party may participate in such defense at such Indemnified Party's expense, and provided further that the failure of any Indemnified Party to give notice as provided herein shall not relieve the Indemnifying Party of its obligations under this Declaration, except to the extent, but only to the extent, that the Indemnifying Party's ability to defend against such claim or litigation is impaired as a result of such failure to give notice. Notwithstanding the foregoing sentence, the Indemnified Party may retain its own counsel to conduct the defense of any such claim or litigation, and shall be entitled to be reimbursed by the Indemnifying Party for expenses reasonably incurred by the Indemnified Party in defense of such claim or litigation, in the event that the Indemnifying Party does not assume the defense of such claim or litigation within sixty days after the Indemnifying Party receives notice thereof from the Indemnified Party. Further, an Indemnifying Party shall be liable for amounts paid in settlement of any such claim or litigation only if the Indemnifying Party consents in writing to such settlement (which consent shall not be reasonably withheld). No Indemnifying Party, in the defense of any such claim or litigation, shall, except with the consent of each Indemnified Party, consent to entry of any judgment or enter any settlement which does not include as an unconditional term thereof the giving by the claimant or plaintiff to such Indemnified Party a release from all liability in respect to such claim or litigation.

6.4. The obligations of NUI and each Holder under this Section 6.4 shall survive the completion of any offering of stock in a registration statement under this Declaration and otherwise.

7. Miscellaneous.

7.1. Effectiveness. This Declaration shall become effective upon the consummation of the Merger pursuant to the Merger Agreement.

7.2. Amendment: Waiver. This Declaration, or any provision of this Declaration, may be amended or waived from time to time only upon the mutual written agreement of NUI and Holders who then owning of record a majority of the Registrable Shares. No delay or omission by any party to exercise any right or power hereunder shall impair such right or power or be construed to be a waiver thereof. A waiver by any of the parties hereto of any of the covenants to be performed by the other or any breach thereof shall not be construed to be a waiver of any subsequent breach or of any other covenant contained in this Declaration.

7.3. Notices. Notices and other communications by a party under this Declaration shall be in writing and hand-delivered, deposited with an overnight carrier for next day delivery, addressed to the parties as follows (or to such other addresses as any party may designate from time to time in writing):

To NUI Corporation: NUI Corporation
550 Route 202-206
P.O. Box 760
Bedminster, New Jersey 07921-0760
Attention: General Counsel

To the Stockholders:

With copies to:

and shall be deemed given when received.

7.4. Assignment of Rights. The rights of any Holders to cause NUI to register Registrable Shares pursuant to this Declaration may not be assigned by the Holders to any person or entity, except that a Holder may transfer its rights hereunder in connection with a transfer to any of such record holders' respective family members and trusts wholly or principally for the benefit of family members to whom such holders transfer record ownership of any of the Registrable Shares.

7.5. Construction. Titles or captions of Sections contained in this Declaration are inserted only as a matter of convenience and for reference, and in no way define, limit, extend or describe the scope of this Declaration or the intent of any provision of this Declaration. The words "herein" and "hereof" and other words of similar import refer to this Declaration as a whole and not to any particular part of this Declaration. The word "including" as used herein shall not be construed so as to exclude any other thing not referred to or described. All references herein to Sections shall be deemed references to sections of this Declaration, except as otherwise provided.

* * *

EXHIBIT C**STAY BONUS TERMS**

The stay bonuses payable by NUI in accordance with Section 7.11 of the Agreement and Plan of Merger shall be payable to such employees of the Company and in each case in such amounts as set forth herein, provided such employees earn the same.

The scheduled payment dates for the stay bonuses and the aggregate amounts which may be payable on such dates are as follows:

\$27,200.00	On the Closing of the Merger
\$54,400.00*	On the First Anniversary of the Merger
\$54,400.00*	On the Second Anniversary of the Merger

*Payments will only be made to the designated employees who qualify for and earn such payments by remaining in the employ of the Company as of the respective payment dates. Any employee who leaves the employ of the Company for any reason prior to the scheduled stay bonus payment shall forfeit such payment and all subsequent stay bonus payment(s) and any forfeited stay bonus payments will be paid on a pro rata basis to those employees who earn and are paid such stay bonuses.

Stay Bonus Payment Schedule

	Total	On The Closing Date	1 st Anniversary of Closing	2 nd Anniversary of Closing
Paula Carratello	8,000.00	1,600.00	3,200.00	3,200.00
Tim Taft	12,500.00	2,500.00	5,000.00	5,000.00
Thomas R. Rowand	40,000.00	8,000.00	16,000.00	16,000.00
Kristina Montero	12,500.00	2,500.00	5,000.00	5,000.00
Thomas McGoldrick	30,000.00	6,000.00	12,000.00	12,000.00
Kathleen M. Boudria	4,500.00	900.00	1,800.00	1,800.00
David W. Rodgers	16,000.00	3,200.00	6,400.00	6,400.00
Rose M. Romano	12,500.00	2,500.00	5,000.00	5,000.00
	136,000.00	27,200.00	54,400.00	54,400.00

EXHIBIT D

NON-COMPETITION AGREEMENT

AGREEMENT dated as of August __, 1999 among INTERNATIONAL TELEPHONE GROUP, INC., a New Jersey corporation ("Company"), NUI CORPORATION, a New Jersey corporation ("NUI"), and _____ (the "Principal").

INTRODUCTION

The Principal is a [key employee and or a stockholder] of the Company who possesses an intimate knowledge of the business and affairs of the Company and its policies, methods, personnel and operations.

Pursuant to an Agreement and Plan of Merger dated July __, 1999 (the "Merger Agreement") among NUI Corporation, NUI Acquisition Corp., the Company and the Stockholders of the Company, NUI Acquisition Corp. is being merged with and into the Company, with (a) the Company being the surviving corporation and becoming a second tier subsidiary of NUI and (b) all of the issued and outstanding shares of common stock, no par value, of the Company being converted into cash and shares of NUI's common stock, no par value. [The Principal is receiving cash and shares of NUI Common Stock in the Merger] [The Principal will continue to be employed by the Company following the Merger].

This Agreement is made by the Principal pursuant to the Merger Agreement, in order to induce NUI to proceed with the proposed merger and the other transactions contemplated by the Merger Agreement.

1. Covenants Not to Compete.

The Principal agrees that the Company and NUI would be irreparably injured if the Principal were to enter into a business activity in competition with the Restricted Business in a Restricted Territory (both as hereinafter defined) at any time during the three-year period commencing on the date hereof (the "Covered Period"). Accordingly, in order to induce NUI and the Company to consummate the transactions contemplated by the Merger Agreement and in consideration of the [merger consideration] [stay bonus] that the Principal shall receive under the Merger Agreement, the Principal agrees that, during the Covered Period, he will not directly or indirectly, with or without compensation, engage in, be employed by or control, advise, manage or receive any economic benefit from (whether as director, officer, employee, subcontractor, partner, consultant, proprietor, agent or

otherwise), or have any ownership interest in, or participate in the financing, operation, management or control of; any person, firm, corporation or business that engages in, a Restricted Business in a Restricted Territory, whether such engagement or ownership interest shall be for profit or not. The parties agree that ownership by the Principal of no more than five percent (5%) of the outstanding voting stock of a publicly traded corporation shall not constitute a violation of this provision. For purposes of this Agreement, the term "Restricted Business" shall mean the business of developing, marketing, producing, selling, licensing, servicing or distributing any form of telecommunications, internet and computer services substantially similar to or competitive with the business of the Company or NUI. For purposes of this Agreement, the term "Restricted Territory" shall mean the United States of America.

2. Nonsolicitation.

The Principal further agrees that, during the Covered Period, he shall not:

- (a) solicit, encourage, or take any other action that is intended to induce any employee of the Company or any of its affiliates to terminate his or her employment with the Company or such affiliates in order to become employed by or otherwise perform services for any business in which the Principal is employed or has an interest; or
- (b) interfere in any manner with the employment relationship between the Company or any of its affiliates and any such employee of the Company or such affiliates.

The foregoing shall not prohibit any entity with which the Principal may be affiliated from hiring a former employee of the Company or any of its affiliates, provided that such hiring results exclusively from such employee's direct contact without prohibited solicitation. For purposes of this Section 2, "affiliate" means any entity that the Company controls, directly or indirectly, and any entity directly or indirectly controlling the Company, including NUI.

3. Specific Enforcement and Other Remedies.

The Principal acknowledges that the Company and NUI will be irreparably injured and damaged if the provisions of this Agreement are not specifically enforced. If the Principal fails to keep and perform every covenant of this Agreement, the Company and NUI shall be entitled to injunctive relief to specifically enforce this Agreement against the Principal in addition to any other remedies NUI may have.

4. Miscellaneous.

4.1. Amendments and Waivers. This Agreement, or any provision of this Agreement, may be amended or waived from time to time only upon the mutual written agreement of the Company, NUI and the Principal. No delay or omission by any party to exercise any right or power hereunder shall impair such right or power or be construed to be a waiver thereof. A waiver by any of the parties hereto of any of the covenants to be performed by the other or any breach thereof shall not

be construed to be a waiver of any subsequent breach or of any other covenant contained in this Agreement.

4.2. Notices. Notices and other communications by a party under this Agreement shall be in writing and hand-delivered, deposited with an overnight carrier for next- or second-day delivery, addressed to the parties as follows (or to such other addresses as any party may designate from time to time in writing):

To NUI or the Company: International Telephone Group, Inc.
1500 Mount Kemble Avenue
Morristown, New Jersey 07960
Attention: Chief Executive Officer

with a copy to: NUI Corporation
550 Route 202-206
Bedminster, New Jersey 07921-0760
Attention: General Counsel

To the Principal: _____

and shall be deemed given when received.

4.3. Successors; Assignment. For all purposes under this Agreement, the terms "Company" and "NUI" shall include any successor to the business of the Company or NUI, as applicable (whether direct or indirect and whether by merger, consolidation, sale of assets or otherwise). This Agreement is not intended to confer upon any person other than the parties hereto any rights or remedies hereunder, except as otherwise expressly provided herein.

4.4. Entire Agreement. This Agreement, the Merger Agreement [and the Employment Agreement dated the date hereof between the Company and the Principal] constitute the entire agreement among the Company, NUI and the Principal with respect to the subject matter hereof, and supersedes any and all prior agreements, understandings, promises or representations made by such parties concerning the subject matter of this Agreement.

4.5. Applicable Law. The validity, performance and construction of this Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.

4.6. Consent to Jurisdiction. Each of the parties hereby consents and agrees to submit himself or itself to the non-exclusive jurisdiction of the state or federal courts of New Jersey.

4.7. Severability. If the scope of any restriction contained herein or hereof is too broad to permit enforcement of such restriction to its fullest extent, then such restriction shall be enforced to

the maximum extent permitted by law and the Principal hereby consents and agrees that such scope may be judicially modified accordingly in any proceeding brought to enforce such restriction. The invalidity or unenforceability of any provision or provisions of this Agreement shall not affect the validity of any other provision hereof, which shall remain in full force and effect.

4.8. Captions; Construction. Titles or captions of Sections contained in this Agreement are inserted only as a matter of convenience and for reference, and in no way define, limit, extend or describe the scope of this Agreement or the intent of any provision of this Agreement. The words "herein" and "hereof" and other words of similar import refer to this Agreement as a whole and not to any particular part of this Agreement. The word "including" as used herein shall not be construed so as to exclude any other thing not referred to or described. All references herein to Sections shall be deemed references to sections of this Agreement, except as otherwise provided.

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

This Agreement has been duly executed as a sealed instrument as of and on the date first above written

INTERNATIONAL TELEPHONE GROUP, INC.

By: _____

Chief Executive Officer

NUI CORPORATION

By: _____

President and Chief Executive Officer

[Name of Principal]

EXHIBIT E

THE COMPANY'S CLOSING AFFIDAVIT
PURSUANT TO SECTIONS 897 and 445
OF THE INTERNAL REVENUE CODE AND
SECTION 8.02(d) OF THE MERGER AGREEMENT

In connection with the Agreement and Plan of Merger dated as of August ____, 1999 (the "Agreement") by and among NUI Corporation, NUI Acquisition Corp., International Telephone Group, Inc. (the "Company") and the Stockholders of the Company, the undersigned, President of the Company, hereby certifies as follows:

1. The Company is not and has not been a United States real property holding company (as defined in Section 897(c) (2) of the Code) during the applicable period set forth in Section 897 (c) (1) (A) (ii) of the Code and ownership interests in the Company are not United States real property interests for purposes of Treasury Regulation Section 1.897-2(g)(1)(ii) and (h)(1)(i).
2. I understand that this affidavit may be disclosed to the Internal Revenue Service and that any false statement I have made in this affidavit could be punished by fine, imprisonment, or both. Under penalties of perjury I declare that I have examined this affidavit and to the best of my knowledge and belief it is true, correct and complete.

Robert M. Boudria, President

Subscribed and sworn to
before me on _____,
1999

Schedule 3.01

None

Schedule 3.02(a)(i)

<u>Name</u>	<u>Number of Shares</u>	<u>Ownership Percentage</u>
Richard Boudria	38.75	40.82%
Thomas F. Kane	20.1875	21.26%
George F. Burns, Jr.	11	11.59%
Harold R. Hiser, Jr.	16.5	17.38%
Laura W. Danforth Trust c/o Theodore N. Danforth	6	6.32%
Christopher J. Lange	<u>2.5</u>	<u>2.63%</u>
<u>Total:</u>	94.9375	100%

Schedule 3.02(a)(ii)

Shareholders' Agreement dated June 28, 1996 among International Telephone Group, Inc., Richard M. Boudria, Thomas F. Kane, Aegis Investment I, LLC c/o Thomas F. Kane, Jr., George F. Burns, Jr., Harold R. Hiser, Jr., Laura W. Danforth Trust c/o Theodore N. Danforth and Christopher J. Lange contains certain preemptive rights more fully described therein. Aegis Investment I, LLC withdrew from the Shareholders' Agreement in December 1997 and is no longer a shareholder of International Telephone Group, Inc.

Schedule 3.02(a)(iii)

None

Schedule 3.02(b)

Shareholders' Agreement dated June 28, 1996 among International Telephone Group, Inc., Richard M. Boudria, Thomas F. Kane, Aegis Investment I, LLC c/o Thomas F. Kane, Jr., George F. Burns, Jr., Harold R. Hiser, Jr., Laura W. Danforth Trust c/o Theodore N. Danforth and Christopher J. Lange. Aegis Investment I, LLC withdrew from the Shareholders' Agreement in December 1997 and is no longer a shareholder of International Telephone Group, Inc.

Schedule 3.03

None

SCHEDULE 3.04

STATE	ACTION	TIME ESTIMATE
FCC 214	Petition	30 days
Colorado	Notice	Automatic
Connecticut	Notice	Automatic
Florida	Petition	60 days
Georgia	Notice	Automatic
Illinois	Notice	Automatic
Maryland	Notice	30 days
Massachusetts	Notice	Automatic
Michigan	Notice	Automatic
New Hampshire	Notice	Automatic
New Jersey	Notice	Automatic
New York	Petition	60 days
North Carolina	Petition	30 days
Ohio	Notice	Automatic
Pennsylvania	Petition	30 days
Virginia	Notice	Automatic

Approval of Shareholders of International
Telephone Group, Inc. to the Merger

August 3, 1999

Schedule 3.05(b)

Jun 30, '99

LIABILITIES & EQUITY

Liabilities

Current Liabilities

Accounts Payable

Airborne Express	168.25
Bell Atlantic	369.04
Bell Atlantic-Cap Liberty	816.84
Bell Atlantic-NJ	70,101.89
Bell Atlantic Mobile-	297.86
Bell Atlantic Mobile-NJ	705.58
Bell Atlantic-215 136-1002-899 01Y	428.03
Bell Atlantic-609 Z27-5317-371 03Y	36.78
Bell Atlantic-CABS Provident	838.43
Bell Atlantic-NY	17,593.54
Bell Atlantic-VA	328.68
Bell South-581 Q81-8189 189	12,830.10
Cable and Wireless Inc.	58,647.25
Cell Star	641.11
Emmet, Marvin & Martin, LLP	500.00
Heritage Data Systems, Inc.	2,462.51
IDT Internet Services	146.54
IDT Web Services	188.25
Interpay	38.59
John Ruconich	500.00
Lucent Technologies	180.82
Pittsburgh Embossing Services	71.50
Postal Privilege	315.00
Pro-Plans, Inc.	1,025.00
Profitac Inc.	3,545.90
Rosa Romano	3,667.50
RSL COM USA	15,833.35
Total Accounts Payable	<u>191,854.12</u>

Credit Cards

Credit Card	<u>-4,997.46</u>
Total Credit Cards	<u>-4,997.46</u>

Other Current Liabilities

Line of Credit-Fleet Bank	217,400.00
Accrued Expenses Payable	
Accrued Expenses Payable-AT&T	397,724.00
Accrued Expenses Payable-C&W	60,700.00
Accrued Expenses Payable - Other	<u>2,420.27</u>
Total Accrued Expenses Payable	<u>460,844.27</u>

Note Payable-Current	60,000.00
Sales & Excise Tax Payable	60,816.71
Sales Tax Payable	<u>72.40</u>
Total Other Current Liabilities	<u>789,133.33</u>

Total Current Liabilities 985,990.04

Long Term Liabilities

Note Payable	
Note Payable - Fleet	<u>200,000.00</u>
Total Note Payable	<u>200,000.00</u>

Total Long Term Liabilities 200,000.00

Total Liabilities 1,185,990.04

Schedule 3.05(c) (i)

6/30/99

<u>Acct #</u>	<u>Account Name</u>	<u>Total Due</u>
488	1049 FIFTH AVE CONDO	207.88
510	106 EAST 86TH STREET TENANTS	44.10
513	115 EAST 86TH OWNERS	43.88
518	123 EAST 37TH STREET OWNERS	84.48
515	1411 EAST CONDOMINIUM	448.59
509	15 TENANT STOCKHOLDERS	32.17
504	165 EAST 60TH STREET INC	133.24
505	319 EAST 50TH STREET OWNERS	320.33
507	333 WEST TENANTS	70.21
501	34557 CORP	71.59
502	360 W 22ND STREET TOWERS	175.55
508	40 EAST 80 APT. CORP	216.94
499	420W 23RD STREET CONDO	101.15
	78 A. THOMAS SCHOMBERG	82.78
319	AAMCO TRANSMISSIONS	438.96
456	AARGIL VIDEO	306.68
413	ABC MUSIC REPRODUCTION	488.48
ADAP0100	ADAPTIVE ANALYZER TECHNOLOGIES	581.25
	260 ADARE HOTEL & GOLF CLUB MKTG	123.97
	354 AERIAL SHOT CO	26.61
	454 AKSMAN & AKSMAN	79.46
	383 ALPHA OMEGA PAINTING	18.58
AMER0100	AMERICAN RESEARCH GROUP	1,370.52
	526 AMERICAN WEAR	309.29
	486 ANDREWS PHARMACY INC	173.28
	223 ANN MOORE	232.48
	419 AQUATROL GROUP	168.27
AQU0100	AQUIS COMMUNICATIONS	83,559.97
	554 ARBOR CAREER CENTER	51.65
	572 ARBOR CORPORATE OFFICE	1,054.46
	573 ARBOR EMPLOYMENT CENTER	57.28
	585 ARBOR OF BALTIMORE	80.04
	564 ARBOR OF CROSSKEYS	50.80
	577 ARBOR OF IMPERIAL	81.23
	562 ARBOR OF LOS ANGELES	16.63
	563 ARBOR OF MONTEREY	88.08
	574 ARBOR OF STANISLAUS	29.39
	581 ARBOR OF VENTURA	91.24
	170 ARMOTEK INDUSTRIES, INC.	494.54
	189 ARROW GROUP INDUSTRIES	882.28
	202 ATLANTIC GOLF CO.	279.34
	353 BARON COMPUTER PROFESSIONALS	52.17
	399 BAYVILLE MANOR	214.24
	393 BEA SALLABI	109.33

Schedule 3.05(c) (i)

8/30/99

<u>Acct #</u>	<u>Account Name</u>	<u>Total Due</u>
	543 BELTECH COMMUNICATIONS INC	0.59
BEVR0100	BEVERLY HILLS AUTO RESORT	145.37
	379 BLUESTONE CAPITAL PARTNERS	644.44
BLUE0100	BLUESTONE CAPITAL PARTNERS	35,638.47
	344 BRADY CO. INC.	804.24
	299 BRIAN J. MOORE, MD.	103.10
BRIG0100	BRIDGEHAMPTON NATIONAL BANK	3,476.43
	417 BRIGADOON OPTICIANS, INC.	32.70
	460 BUREAU OF TRANSLATIONS	1,147.93
	483 BURLING INSTRUMENT	707.82
	371 C&H AGENCY	1,375.13
	524 C&P PRESS	1,349.00
	494 CAPE FEAR EMPLOYEES CREDIT UNI	889.48
	527 CAPGAR RACING	352.72
	388 CAPITAL INSTALLATION CORP	45.02
CARL0100	CARLETON-STUART THERMODYNE	10,311.98
	374 CAROL A. TEMPLETON	100.48
CCUS0100	CAROLINA CREDIT UNION SVC.CORP	3,228.67
	341 CHARLES BREIDENBACK	81.88
	351 CHARLES WISNIEWSKI	15.13
	310 CHENEY FLASHING COMPANY	447.46
	490 CHOICE FEDERAL CREDIT UNION	1,410.92
CHMC0100	CHRISTENSON HUTCHINSON & MCDOW	1,586.13
	485 CHRISTINA ROWAND-SCHOLL	61.40
	187 CHRISTOPHER MONTERO	58.03
	462 CHRISTOPHER MONTERO	51.38
	422 CIC ENERGY MANAGEMENT	24.61
	8 CIE TOURS INTERNATIONAL	48.74
	557 CITE BUSINESS SCHOOL	73.72
	571 CITE CAREER CTR OF HARRISBURG	14.27
	570 CITE OF BERKS COUNTY	18.90
	568 CITE OF MONTGOMERY COUNT	120.83
	566 CITE OF NEW YORK CITY	76.48
	569 CITE OF POCONO COUNTIES	286.49
	576 CITE OF POCONO COUNTIES	164.75
	534 CLASSIC LINCOLN SERVICE INC	94.14
	238 CLOVERLEAF PARTNERS	400.19
	495 COASTAL LENDING	1,236.51
	400 COLFAX CONSTRUCTION COMPANY	284.95
	175 COLLEEN BRINK COUGHLIN	15.00
	107 COMMUNITY FOOD BANK OF NJ, INC	1,701.66
	497 CONTINENTAL CONDO	83.08
	378 CORY YGLESIAS	25.46
	241 COUNTRY CREATIONS AT FOUR SEAS	33.76

Schedule 3.05(c) (i)

8/30/99

<u>Acct #</u>	<u>Account Name</u>	<u>Total Due</u>
403	COUNTRY KITCHEN	728.49
286	COURTER, KOBERT LAUFER & COHEN	89.85
249	COZZARELLI & MAUTONE	597.55
279	COZZARELLI & MAUTONE	1,472.23
340	CRYSTAL VIEW INC	120.72
139	CYNTHIA A. ROGERS	43.01
158	D & J CLEANERS, INC.	319.56
297	DAL TRADING INC	150.32
355	DAN DOOLEY RENT A CAR	2,172.83
346	DANIELLE KEATING	61.47
256	DAVID J. GREENE & CO.	3,332.18
201	DAVID PAGE	5.22
301	DAWN AKLEY	90.24
265	DAYBREAK EXPRESS	13,848.91
293	DCO AGENCY - AUTO TAGS	125.73
410	DELTA POWER	601.25
197	DENNIS O'NEILL AGENCY	432.19
531	DETRECH ENTERPRISES INC	161.52
532	DEVRIES	123.45
382	DGK INC	228.63
356	DOMKIS REALTY CORP.	789.09
425	DOOR DECOR	1,247.57
DREA0100	DR JAMES J. REARDON	193.83
DYNA0100	DYNASTY FASHION JEWELRY	226.60
152	EBI COMMERCIAL	284.27
642	EDMUND P. ROGERS	67.49
558	EDWARD F. COOK AGENCY	312.41
467	EDWARD O. DUFFY	40.65
235	EMMANUEL B. MONTERO	28.95
236	EMMANUEL B. MONTERO	290.32
381	ENGRAVED IMAGES	150.80
206	ETM TRAVEL GRP/MOVENPICK	284.51
205	ETM TRAVEL GRP/STAKIS	26.85
114	EUROLIM, LTD	277.85
168	EUROPEAN TRAVEL MANAGEMENT	5,867.29
204	FARM HARVESTING CO, INC.	94.87
506	FIFTH 956 CORP	92.71
FCCU0100	FIRST CAROLINA CORP. CREDIT UN	2,218.38
304	FIRST DENVER MORTGAGE CO	2.21
536	FIRST NATION INVESTIGATIONS	43.48
FVMC0100	FLANDERS VALLEY MONUMENT COMP	155.12
209	FOUR SEASONS OF NEW VERNON, IN	73.79
537	FRANHILL DRUGS	425.09
287	FRANK ANTHONY SALON	49.95

Schedule 3.05(c) (i)

6/30/89

<u>Acct.#</u>	<u>Account Name</u>	<u>Total Due</u>
	347 FREDERIC S. BRANDT	187.01
	268 G. RANDY SCHOLL	70.10
	274 GEN RX/APOTEX YORPHARM	81.46
	518 GENEVA CAPITAL CORP	5,859.93
	180 GEORGE BURNS III	186.72
	57 GEORGE BURNS,JR.	64.85
	320 GIOVANNI B. SPATOLA	82.69
	271 GODRIDGE ASSOCIATES	109.01
	331 GRACE SCHUMANN	63.14
	560 GRECIAN POOLS	84.82
	483 GREENWICH HOME MORTGAGE	173.27
	420 GSP INTERNATIONAL	49.95
	461 HALF PINT PRODUCTIONS	1,358.98
HISE0100	HAROLD HISER	42.49
	338 HEALTH UNLIMITED	55.27
	305 HERITAGE DATA SYSTEMS, INC	570.75
	286 HG WELLINGTON & CO INC	3,780.05
	323 HILLNER-BROWNE INTERIOR DESIGN	45.17
	415 HOPE FAITH & GLUTTONY INC.	0.50
	198 HORSEHEAD INDUSTRIES	1,405.22
	220 HORSEHEAD INDUSTRIES	94.04
	219 HORSEHEAD RESOURCE DEVELOPMENT	337.31
	222 HORSEHEAD RESOURCE DEVELOPMENT	837.86
	221 HORSEHEAD RESOURCE DEVELOPMENT	304.79
	521 IGNITION LLC	1,534.98
IKON0100	IKON OFFICE SOLUTIONS	3,534.94
	559 IMPERIAL EASTMAN	89.23
INER0100	INTER-MEDIA MARKETING	117,735.92
	234 INTERNATIONAL ALLOYS, INC.	674.83
IRIS0100	IRISH TOURIST BOARD	17,631.72
	324 J. CASSALIA	15.47
	459 J. UNITED	1,484.47
	174 JACKIE & JOE GUERRIERO	84.36
	575 JACKIE GUERRIERO	255.45
	357 JAFFE & PARTNERS INC	1,179.76
	333 JAMES J. REARDON. MD	216.29
	382 JASON BROSS	558.76
	183 JASON LAFER	30.10
	423 JC BELLU	15.29
	414 JC REISS	106.99
	244 JEFFREY ANGELSON	84.75
	312 JK DESIGN INC	228.21
	404 JOHN TOEDTMAN	229.76
	484 JON ANDERSON	576.74

Schedule 3.05(c) (i)

6/30/99

<u>Acct #</u>	<u>Account Name</u>	<u>Total Due</u>
	252 JOSEPH COSTELLO	132.32
	401 JOSEPH FABOZZI	38.82
	189 JOSEPH MC LAUGHLIN	94.52
JRTB0100	JR TOBACCO C/O MC MANAGEMENT	79,713.88
	251 KATHLEEN CONNOR	149.86
	181 KEVIN MC GOVERN	1,786.87
KING0100	KING BURKE PRODUCTIONS	2,525.47
	385 KNICKERBOCKER CLUB	654.82
	458 KOSA	489.28
	446 KRENKEL DAY-NITE FOOD STORE AT	18.84
	272 KRISPAK	81.40
LANC0100	LANCA SALES	1,765.16
	308 LASER & SKIN SURGERY CENTER	3,599.25
	376 LAUREN MUZINICH	39.90
	326 LAWRENCE O'DONNELL & MARCUS	3,398.51
LAWR0100	LAWRENCE O'DONNELL & MARCUS	234.80
	318 LEO SEKEL	113.90
LEST0100	LESTER CAESAR & COMPANY	433.03
	215 LESTER LIEBERMAN	33.37
	214 LEVEY COMPANIES	311.97
	289 LIBERTY OPTICAL	34,710.15
	491 LIBERTY PUBLISHING	49.95
	176 LIBERTY TELECOMMUNICATIONS INC	2,424.36
	385 LIBERTY TELECOMMUNICATIONS VA	276.73
	395 LIBERTY TELECOMMUNICATIONS VA	37.22
	397 LIBERTY TELECOMMUNICATIONS VA	17.62
	276 LINCOLNSHIRE MANAGEMENT	4,470.88
	226 LIONEL LEVEY	44.39
	113 LISMORE TRAVEL, INC.	452.14
	338 LIZ'S BEAUTY SUPPLIES	486.23
	511 MADISON & 84 TENANTS	106.67
	528 MALCOLM MEAD	177.44
	316 MANHASSET BAY CLUB HOUSE	936.79
	337 MANHASSET BAY SHIP YARD	252.26
	541 MAPLEWOOD BUILDING SPECIALTIES	28.85
	314 MARDX DIAGNOSTICS INC	24.95
	157 MARIE R. STOLFI	50.79
MRNE0100	MARINE FEDERAL CREDIT UNION	18,360.62
	302 MARIO PANNELLI	135.36
	350 MARY KIRBY	430.15
	308 MCMILLAN ANALYSIS	439.28
	322 MEADOW BROOK CLUB	812.30
MELH0100	MELHADO FLYNN & ASSOCIATES	7,520.90
	283 MENDHAM INTERIORS PLUS	21.41

Schedule 3.05(c) (i)

6/30/89

<u>Acct.#</u>	<u>Account Name</u>	<u>Total Due</u>
	405 MICHAEL O'CONNOR	116.37
	230 MICHAEL S. BUBB	308.19
	278 MICREX CORPORATION	385.73
	285 MIDCOAST CREDIT CORP.	10,800.80
MONT0100	MONTALBANO'S POOL CENTER INC.	7.47
	381 MSB DRYWALL CO. INC.	325.01
NCCU0100	N.CAROLINA CREDIT UNION LEAGUE	7,987.85
	288 NATIONAL APPLIANCES	1,835.15
	418 NORDAN INC	315.62
	330 NORTH AMERICAN COMMUNICATIONS	58.69
	109 NORTHEAST AIRWAYS, INC.	8.52
	281 O'GORMAN & YOUNG	49.95
	372 OPPENHEIMER ADVERTISING INC	370.30
PJLN0100	P.J. LYNCH ASSOCIATES	320.20
	181 PATRICIA M. DUNNINGTON	305.75
	177 PAUL CARRATELLO	15.20
PRCE0100	PEARCE PUBLICATIONS	55.08
PNMK0100	PENMARK REALTY	5,630.73
	392 PETRON CORPORATION	362.45
	327 PHONE REVIEW INC	1,446.53
	465 PIECE MANAGEMENT INC	908.33
	409 PROMO AWARDS	106.42
	540 PROVIDENT SAVINGS BANK	473.50
	546 PROVIDENT SAVINGS BANK	6.46
	434 PROVIDENT SAVINGS BANK - 0001	5,060.66
	522 PROVIDENT SAVINGS BANK - 0101	183.82
	529 PROVIDENT SAVINGS BANK - 0102	445.37
	471 PROVIDENT SAVINGS BANK - 0103	141.69
	489 PROVIDENT SAVINGS BANK - 0104	151.37
	426 PROVIDENT SAVINGS BANK - 0106	286.69
	457 PROVIDENT SAVINGS BANK - 0112	21.53
	519 PROVIDENT SAVINGS BANK - 0112	118.58
	470 PROVIDENT SAVINGS BANK - 0118	604.27
	469 PROVIDENT SAVINGS BANK - 0205	152.87
	438 PROVIDENT SAVINGS BANK - 0207	189.14
	435 PROVIDENT SAVINGS BANK - 0208	68.22
	438 PROVIDENT SAVINGS BANK - 0208	140.40
	439 PROVIDENT SAVINGS BANK - 0213	127.94
	437 PROVIDENT SAVINGS BANK - 0218	115.53
	432 PROVIDENT SAVINGS BANK - 0245	146.82
	517 PROVIDENT SAVINGS BANK - 0309	113.07
	428 PROVIDENT SAVINGS BANK - 0311	128.84
	468 PROVIDENT SAVINGS BANK - 0315	213.90
	430 PROVIDENT SAVINGS BANK - 0351	135.05

Schedule 3.05(c) (i)

6/30/99

<u>Acct #</u>	<u>Account Name</u>	<u>Total Due</u>
	478 PROVIDENT SAVINGS BANK - 0419	98.89
	444 PROVIDENT SAVINGS BANK - 0421	263.49
	535 PROVIDENT SAVINGS BANK - 0422	290.49
	472 PROVIDENT SAVINGS BANK - 0423	81.42
	473 PROVIDENT SAVINGS BANK - 0428	773.75
	492 PROVIDENT SAVINGS BANK - 0429	159.32
	486 PROVIDENT SAVINGS BANK - 0435	99.32
	440 PROVIDENT SAVINGS BANK - 0436	243.96
	433 PROVIDENT SAVINGS BANK - 0437	99.94
	523 PROVIDENT SAVINGS BANK - 0439	295.07
	442 PROVIDENT SAVINGS BANK - 0440	88.08
	443 PROVIDENT SAVINGS BANK - 0441	138.57
	441 PROVIDENT SAVINGS BANK - 0442	149.57
	431 PROVIDENT SAVINGS BANK - 0443	136.51
	477 PROVIDENT SAVINGS BANK - 0447	173.03
	476 PROVIDENT SAVINGS BANK - 0448	200.80
	428 PROVIDENT SAVINGS BANK - 0524	272.49
	479 PROVIDENT SAVINGS BANK - 0550	151.57
	451 PROVIDENT SAVINGS BANK - 0617	198.84
	475 PROVIDENT SAVINGS BANK - 0625	88.43
	474 PROVIDENT SAVINGS BANK - 0626	181.16
	481 PROVIDENT SAVINGS BANK - 0627	205.29
	483 PROVIDENT SAVINGS BANK - 0631	2,941.60
	448 PROVIDENT SAVINGS BANK - 0632	1,415.75
	450 PROVIDENT SAVINGS BANK - 0633	187.51
	449 PROVIDENT SAVINGS BANK - 0644	304.29
	447 PROVIDENT SAVINGS BANK - 0648	38.77
	487 PROVIDENT SAVINGS BANK - 0648	394.59
	480 PROVIDENT SAVINGS BANK - 0653	173.30
	427 PROVIDENT SAVINGS BANK - 0749	1,646.58
	445 PROVIDENT SAVINGS BANK - 0830	34,731.24
	538 PROVIDENT SAVINGS BANK - 0971	280.26
	539 PROVIDENT SAVINGS BANK - 0972	292.24
	455 PROVIDENT SAVINGS BANK - ATM	20.09
	325 R&S SEWER CONTRACTORS INC	365.74
	343 RACQUET & TENNIS CLUB	1,588.20
	315 RAND ALGEIER TOSTI & WOODRUFF	254.98
RAPD0100	RAPID INSTALLATIONS	891.49
	370 RICHARD MESKELL	179.43
	345 ROBERT P.BRADY AGENCY DBA KRUE	78.76
NETT0100	ROGER C NETTUNE DMD MS	200.47
MOTE0100	ROGER MARR	728.72
	263 ROJAS COMMAND DOGS INC.	75.00
	254 ROSARIAN ACADEMY	603.63

Schedule 3.05(c)(i)

8/30/99

<u>Acct #</u>	<u>Account Name</u>	<u>Total Due</u>
	514 ROYAL CARNEGIE CONDO	151.88
	530 RUNNELS MANUFACTURING	560.40
	313 SAM'S AUTO REPAIR	151.35
SAME0100	SAMUEL EHRMAN CO. INC.	2,252.83
	140 SANDRA C. JARP	11.22
	178 SEAMUS BREATNAC INC.	585.70
	402 SERIATIM	182.52
	280 SHELTER ISLAND AGENCY REALTY	613.73
	482 SHORE OAKS GOLF CLUB	595.19
SKED0100	SKOTT/EDWARDS CONSULTANTS	1,397.00
	500 STANFORD CONDO	262.32
STWD0100	STATEWIDE SAVINGS BANK	5,188.70
	231 STESSL & NEUGEBAUER INC.	168.75
	386 STRATEGY LEADERS	270.67
	383 STRICTLY FOR SENIORS	419.23
	533 TAHCOR REALTY INC	43.23
	213 THE CLOSET FACTORY	638.18
	155 THE CLOSET FACTORY, INC.	830.75
	342 THE FOUR SEASONS	889.71
	240 THE PG WILLIAMSON GROUP, INC.	1,120.56
	503 THE SPENCER CONDO	137.27
	159 THE WRENFIELD GROUP	409.07
	126 THEODORE N. DANFORTH	435.45
	179 THOMAS F. KANE, JR.	91.88
	377 THOMAS J. MCHUGH	24.86
	284 THOMAS O'GRADY	89.06
	488 THOMAS ROWAND	63.93
	277 TLP LEASING PROGRAMS, INC.	1,087.38
	388 TOM KANE JR.	651.40
	332 TOM MCGOLDRICK	199.64
	384 TOM MCGOLDRICK	137.08
TOUR0100	TOURISM DEVELOPMENT INT'L	878.93
	180 TRIAX COMMUNICATIONS	250.89
	339 UNCLE MIKE'S CORPORATION	127.63
UNIB0100	UNIBLEND SPINNERS, INC.	6,082.90
	270 VALLEY FORGE FINANCIAL GROUP	921.35
	123 VENTURE INVESTMENT	609.23
	464 VON DOHLN BROTHERS INC	101.47
	138 W. AGNE	174.32
WALL0100	WALLER CAPITAL CORPORATION	730.82
	398 WARREN LEASING	2,131.68
	407 WARREN MARR	71.53
	512 WATERFORD CONDO	626.14
	366 WATER'S EDGE	1,573.46

Schedule 3.05(c)(i)

6/30/99

<u>Acct#</u>	<u>Account Name</u>	<u>Total Due</u>
239	WEINSTOCK & O'MALLEY PA	251.23
224	WILLIAM H. TAFT, JR.	26.84
146	WILLIAM J. NAVIN	50.70
303	WORLDWIDE LOGISTICS, INC.	587.28
81	AAMCO TRANSMISSION	643.31
101	ADAPTIVE ANALYZER	572.90
86	AERIAL SHOTS	17.64
27	ANGELSON JEFFREY	133.41
89	BOOK DIRECT	140.67
37	CARTER, WILLIAM	86.28
80	CLARK GEOFF	48.80
120	COLLIGAN PATRICK	90.80
102	CONTI DANIEL	865.27
47	COUNTRY CREATIONS	948.82
38	COZZARELLI & MAUTONE	43.58
65	DAYBREAK EXPRESS	1,345.90
44	DI CHIARA, KATHLEEN	304.85
125	DONNALLY BRIAN	183.62
99	FABOZZI JOSEPH	275.86
78	FLANDERS VALLEY MONUMENT CO.	239.78
45	GAFFNEY, JANET	11.98
108	GAWRYS BRIAN	175.08
63	GIORDANO PAULA	340.81
112	GRAY BOB	16.34
22	GRENIER, THOMAS	79.98
57	GRENIER, THOMAS	678.97
123	GRUBERT MARY	72.37
35	HEALY, MICHAEL	288.16
38	HISER, HAROLD	43.90
122	IANELLI ED	152.68
119	ITG PREPAID ACCOUNT	111.18
79	JARP SANDRA C.	20.55
93	KATHRYN MCHUGH	62.46
76	KELLY GEORGE	508.05
54	KNIGHT & CO	729.58
49	LANCA SALES	397.61
55	LAPLACA JAMES	13.03
25	LEVEY COMPANIES INC, THE	1,549.94
42	LINDER'S FRENCH CLEANERS	339.77
124	MAGUIRE JAMES J	156.46
114	MAGUIRE MICHAEL G.	188.91
28	MCGOLDRICK, THOMAS	506.58
82	MCMILLAN ANALYSIS CORPORATION	61.71
111	MEADE MALCOLM	148.93

Schedule 3.05(c) (i)

8/30/99

<u>Acct #</u>	<u>Account Name</u>	<u>Total Due</u>
83	MICHAEL S. BUBB, ESQ.	75.24
31	MONTERO, CHRISTOPHER	542.13
50	NACC TELECOMMUNICATION CONSULT	78.95
115	PADGETT RICHARD	144.91
53	PANNELLI MARIO	76.61
126	PHELPS TRACY	52.08
100	PROVIDENT SAVINGS BANK	308.35
74	REARDON, DR. JAMES J	136.84
113	RICHARD NEWMAN	60.89
43	ROBERTSON JESSICA	289.89
107	RODGERS DAVID	49.02
81	ROGERS, EDMUND P.	92.41
64	ROMANO ROSE	18.74
32	ROWAND, THOMAS	25.78
103	SCHUMANN GRACE	25.20
87	SCOTT EDWARDS CONSULTANTS	14.80
121	SHAY BRIAN	183.07
84	SPATOLA GIOVANNI	52.99
104	SPELLMAN ANDREW	77.76
117	STIASSNI MICHAEL	714.70
12	STONE, STEPHEN	271.40
66	TAFT TIMOTHY	95.72
17	TAFT, WILLIAM	44.32
20	TELECOMMUNITY	25,440.35
118	TOBY LINDA	41.80
23	ULTRACOM TECHNOLOGIES	1,141.07
77	WARNER MARY	87.37
105	WEISSHAPPEL SONYA	282.16
90	YGLESIAS CORY	69.52
	Total	<u>710,218.32</u>

Schedule 3.05(c)(ii)

The Company's accounts receivables have been pledged to Fleet Bank in connection with (i) the Note made by the Company in favor of Fleet Bank on September 2, 1998 in the original principal amount of \$300,000 and (ii) the \$400,000 credit facility furnished by Fleet Bank on September 30, 1998.

Schedule 3.06

None

Schedule 3.07

None

Schedule 3.08(b)

Income Tax Filing extensions in place for:

Georgia
North Carolina
South Carolina

Schedule 3.08(d)

None

Schedule 3.08(e)**Year 1999**Sales Tax FilingIncome Tax FilingPublic Utility Report

Federal X

State

CO	Annually
CT	X
FL	X
GA	X
IL	X
MA	X
NC	X
NJ	X
NY	X
PA	X
SC	X

Year 1998Sales Tax FilingIncome Tax FilingPublic Utility Report

Federal X X

State

CO	X	X	Not required
CT	X	X	X
FL	X	X	X
GA	X	X	Not required
IL	X	X	X
MA	X	X	X
MD	No Usage	X	X
NC	X	X	X
NH	No Usage	Not required	X
NJ	X	X	Not required
NY	X	X	X
OH	No Usage	X	X
PA	X	X	X
SC	X	X	Not required

Year 1997

	<u>Sales Tax Filing</u>	<u>Income Tax Filing</u>	<u>Public Utility Report</u>
Federal	X	X	
State			
CO	X	X	Not required
CT	X	X	X
FL	X	Not required	X
IL	X	X	X
MA	X	X	X
NC	X	X	X
NJ	X	X	Not required
NY	X	X	X
OH	No usage	X	Not required
PA	X	X	X

Year 1996

	<u>Sales Tax Filing</u>	<u>Income Tax Filing</u>	<u>Public Utility Report</u>
Federal	X	X	
State			
CO	X	X	Not required
CT	X	X	X
FL	X	Not required	Not required
IL	X	X	X
MA	X	X	X
NC	X	X	X
NJ	X	X	Not required
NY	X	X	Not required
PA	X	X	X

Year 1995

	<u>Sales Tax Filing</u>	<u>Income Tax Filing</u>	<u>Public Utility Report</u>
Federal		X	
State			
NJ		X	

Year 1994

	<u>Sales Tax Filing</u>	<u>Income Tax Filing</u>	<u>Public Utility Report</u>
Federal		X	
State			
NJ		X	

The Company has not filed any Tax Returns
in any foreign countries for taxable periods
ended on or after December 31, 1994.

Schedule 3.08(o)

None

Schedule 3.09

**CIGNA Healthcare
Profit-sharing/Retirement Plan
401(k) Plan (John Hancock Funds)**

SCHEDULE 3.10

The item disclosed on Schedule 3.15 is the only exception to the representation made by the Company in Section 3.10.

Following is a list of all federal and state licenses, franchises, permits and authorizations necessary for the lawful conduct of the Company's business:

STATE	AUTHORIZATION	TARIFF EFFECTIVE
Colorado	Notice	N/A
Connecticut	96-04-04	12/31/96
Florida	961406-TI	12/31/96
Georgia	9334-U	10/6/98
Illinois	96-0158	8/16/96
Maryland	ML numbers 62129,62774	9/9/98
Massachusetts	Regulation Statement 3/9/96	6/9/96
Michigan	Notice	N/A
New Hampshire	Authorization number IXC 30298	6-25-98
New Jersey	Authorized Resale Carrier Letter of Acknowledgment	N/A
New York	96 C 0287	2/24/98
North Carolina	P-581	N/A
Ohio	98-966-CT-ACE	7/24/98
Pennsylvania	A-310395	3/26/96
Virginia	Notice	N/A
International - FCC 2	ITC 96 302	10/1/96
Interstate - FCC 1	N/A	11/23/94

August 3, 1999

Schedule 3.11(a)(i)

None

Schedule 3.11(a)(ii)

See attached

Schedule 3.11(b)

None

SCHEDULE 3.11 (a)(ii)

7/27/99

COMPANY	Type of agreement		PURPOSE	
Bell Atlantic		Resale		Local resale in Bell Atlantic states
Bell Atlantic Mobile		Resale		Cellular resale in Bell Atlantic states
Bell South		Resale		Local resale in Bell South states
T-NET		Resale		Cabel & Wireless and Sprint
LDM/RSL		Resale		AT&T and Sprint
ATN		Resale		AT&T
General Electric (GECCS)		Resale		Sprint and DXC
American Cellular		Agent		AT&T Wireless
Multi-Media Communications		Agent		Nextel
Profitec		Billing		Customer billing services
North American Communications		Agent		Sales
Beltech Communications		Agent		Sales
CD Associates		Agent		Sales
Rapid Installations		Agent		Sales
Samuel Deutsch & Son, Inc.		Agent		Sales

Schedule 3.14(a)

None

Schedule 3.14(b)

None

Schedule 3.14(c)

See attached

Schedule 3.14 (c) - Real Property Lease & Personal Property

Lease:

Lease on 1500 Mount Kemble Ave.
Expires May 31, 2000

Parties to lease:

Lessor:	International Telephone Group, Inc.
Lessee:	Growth Realty Associates 248 Columbus Turnpike Florham Park, NJ 07932

Personal Property:

Credit card transaction processor

Lessor:	Resource Leasing Corporation
Expiration:	11/30/99
Monthly Payment:	\$38.16
Buyout:	4 months

Copier

Lessor:	IOS Capital
Expiration:	5/29/01
Monthly Payment:	\$159.00
Buyout:	FMV lease

Postage meter

Lessor:	Pitney Bowes
Expiration:	month-to-month
Monthly Payment:	\$15.64
Buyout:	none

Telephone system

Lessor:	Lucent Technologies
Expiration:	12/31/99
Monthly Payment:	\$160.82
Buyout:	none

Schedule 3.15

The Company secured worker's compensation insurance on or about July 21, 1999. Prior to such date, the Company did not have worker's compensation insurance. Failure to maintain worker's compensation insurance for such periods prior to July 21, 1999 may have violated New Jersey law.

Schedule 3.16

None

Schedule 3.17

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>
Cara Card	89244	August 9, 1996
Leatherneck	1986226	July 9, 1996

The Company filed on September 29, 1997 for domain name registration of its website, under the domain name ITGTELNET.COM, domain tracking number 970929.12628. The period covered for such domain name registration is September 29, 1997 to September 29, 1999.

Software Licenses:

All standard office productivity and automation software (e.g. *Windows 95*, *Office*, *Windows NT*, *Novel*, *SQL Database Manager*, *PC Anywhere*, *Cute FTP*) has been purchased outright.

Schedule 3.18

None

SCHEDULE 4.04

CONSENTS AND APPROVALS

North Carolina

Maryland

Pennsylvania

New York

New Jersey

Florida

SCHEDULE 4.05 **BROKERS' FEES**

Nothing to report.

**PUBLIC SERVICE COMMISSION
RECEIVED**

SEP 02 1999

**FILES
ALBANY, N.Y.**

99-0-1202

Application for Certification

State of New York

Cover Letter

Compass Telecommunications, Inc.

7001 Scottsdale Road Suite # 2000

(480) 367-8000\ Fax 367-8008

Scottsdale, Arizona 85250

President & CEO: Ray Powers

August 23, 1999

To: Honorable Debra Renner
Acting Secretary to the Commission,
Three Empire Plaza
Albany, NY 12223-1350

Subject:

Application for Certification as a Reseller of Local and Long Distance Services, with Facility-Based Operations: State of New York and all Counties Therein.

1. Identification of applicant and principal business office:

a.) Compass Telecommunications, Inc.
7001 Scottsdale Road
Suite # 2000
Scottsdale, Arizona 85250

b.) President & CEO w/ list of Officers: (See Attachment #1)

2. Copy of company's certificate of incorporation:

Foreign Corporation Certificate of Authority: Compass Telecommunications, Inc. (CTI)
See Attachment#2

3. General description of services to be offered and how they will enhance competition in the area served.

CTI will provide local exchange service, long distance service; Internet related services and data transmission service through resell options and through its own network based integrated communications system.

Once the CTI has achieved certain operating objectives as a reseller, it plans to install a state-of-the-art scalable and adaptable Asynchronous Transfer Mode network (ATM), to provide full dynamically allocated bandwidth capability directly from subscriber premises into the network. This will position CTI as a competitively priced provider of integrated communications services revolving around leading-edge technology, to be a facility-based provider.

The switching system is fully equal access capable and will be equipped with advanced software and feature packages to provide optimum communication services. The switching system will have sufficient line and trunk capacity to service the demand that CTI projects.

4. As enumerated on pages 30-31 of the Commission's Order in Case 94-0095, issued May 22, 1996; CTI intends compliance as follows:

- a.) CTI will provide, without undue discrimination or preference, service to any willing customer within the carrier's defined service territory.
- b.) CTI will provide all customers with access to 911/E911 emergency services in accordance with applicable law and will cooperate with existing Local Exchange Carrier (LEC's) to arrange for the necessary interconnections to enable the completion of these calls.
- c.) CTI will comply with the Telephone Fair Practices rules (16 NYCRR Part 633, et. Seq.)
- d.) CTI will comply with the Common Carrier rules (16 NYCRR Part 605).
- e.) CTI will comply with NY PSC's Statement of Policy on Privacy in Telecommunications (Case 90-C-0075, issued March 22, 1991).
- f.) CTI will comply with NY PCS's Open Network Architecture (ONA) principles (Case 88-C-004, Opinion No. 89-28, issued September 11, 1989).
- g.) CTI will provide reasonable interconnections for the joint provision of service to any certified carrier requesting such interconnection.
- h.) CTI will comply with NY PSC's service quality standards and infrastructure monitoring requirements (16 NYCRR, Parts 603 and 644.3).

5. Statement identifying whether the company has ever acquired a customer by switching them from another company:

"Compass Telecommunications, Inc. has not, and will not acquire a customer by switching the customer from another company without the customers' written authorization."

6. Statement identifying whether the company was ever the subject of a complaint and/or investigation for unauthorized switching of a customer's local or long distance services from one carrier to another:

"Compass Telecommunications, Inc. has never been the subject of a customer's complaint or under investigation for unauthorized switching of a customer's long distance service from one carrier to another."

7. The intra/ LATA pre-prescription implementation plan explanation is as follows:

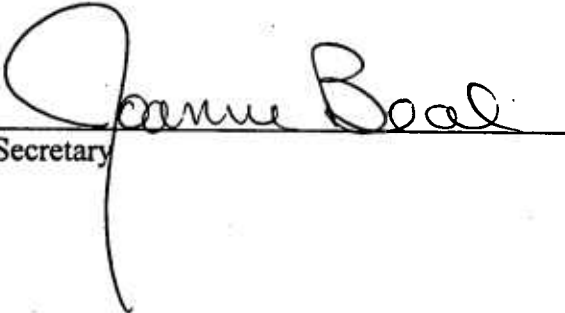
The customer will be given the option upon ordering.

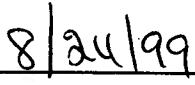
8. CTI will provide access to the New York Relay Service for the hearing –and /or speech impaired.

9. Compass Telecommunications, Inc.'s Federal Employer Identification:

{86-0913885}

'This application is correct to the best of my knowledge. Any inaccuracies or deficiencies will be promptly corrected. If this application is granted, Compass Telecommunications, Inc. will comply with all applicable rules and regulations of the Public Service Commission.'


Secretary


Date

Enclosure #1 to
Application for Certification
State of New York

Certificate of Existence

COMPASS TELECOMMUNICATIONS, INC.
SCOTTSDALE, ARIZONA 85250

(480) 367-8000
Fax: (480) 367-8008

President /CEO Ray Powers

SECRETARY OF STATE



CERTIFICATE OF EXISTENCE WITH STATUS IN GOOD STANDING

I, DEAN HELLER, the duly elected and qualified Nevada Secretary of State, do hereby certify that I am, by the laws of said State, the custodian of the records relating to filings by corporations, limited-liability companies, limited partnerships, and limited-liability partnerships pursuant to Title 7 of the Nevada Revised Statutes which are either presently in a status of good standing or were in good standing for a time period subsequent of 1976 and am the proper officer to execute this certificate.

I further certify that the records of the Nevada Secretary of State, at the date of this certificate, evidence, **COMPASS TELECOMMUNICATIONS, INC.**, as a corporation duly organized under the laws of Nevada and existing under and by virtue of the laws of the State of Nevada since February 4, 1998, and is in good standing in this state.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Great Seal of State, at my office, in Carson City, Nevada, on August 9, 1999.



Dean Heller

Secretary of State

By

A. J. J. J. J.

Certification Clerk

SECRETARY OF STATE



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S. L. Zane

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