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March 21, 2013

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VIA IBFS

Ms. Marlene H. Dortch, Secretary
Federal Communications Commission
445 12th Street, S.W.
Washington, D.C. 20554

Re: Applications for Assignment of Domestic and International Section 214 Authorizations and Requests for Special Temporary Authority, File Nos. ITC-ASG-20130130-00035, ITC-ASG-20130130-00037, ITC-STA-20130130-00036, and ITC-STA-20130130-00038

Dear Ms. Dortch:

Next Angel LLC (“Next Angel”), by counsel for Next Communications, Inc., herein provides additional information to supplement the above-referenced pending applications for assignment of domestic and international Section 214 authority from STi Prepaid, LLC (“STi Prepaid”) and STi Telecom Inc. (“STi Telecom”) to Next Angel and for Special Temporary Authority (“STA”) to continue providing service to the customers of STi Prepaid and STi Telecom (collectively, “STi”) pending approval of the assignment application.

Specifically, Next Angel’s responses to seven questions raised by FCC staff are provided below. Where appropriate, the responses reference attachments included with this supplemental information.

- (1) Please provide copies of the Asset Purchase Agreement, the Transition Services Agreement (“TSA”), and the final Bankruptcy Court Orders.**

Please find attached as Exhibits A, B, and C copies of the executed Asset Purchase Agreement, Transition Services Agreement, and the Bankruptcy Court’s Order Pursuant to Section 105(a) and 363 of the Bankruptcy Code. The Order approves (A) Sale of Substantially All of the Assets of the Debtors Outside the Ordinary Course of Business, Free and Clear of All Liens, Claims, Interests, and Encumbrances, and (B) Form and Content of Asset Purchase Agreement.

- (2) How long can STi continue to provide service to customers? Specifically, what is the effect of the 90-day time limit in the TSA? Can STi continue to provide service for this entire 90-day period? Can STi**

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provide service after this time period has expired? Can the TSA be extended beyond 90 days?

The current Transition Services Agreement, pursuant to which STi continues to provide service to customers, extends the provisioning of telecom services and the validity of prepaid calling cards for a 90 day period through May 8, 2013. This Agreement may be renegotiated with the creditors to extend the Agreement for more than 90 days, under the oversight of the court, but there is no guarantee that an extension will be issued. If the Transition Services Agreement expires, STi may no longer be able to provide services to customers and all prepaid calling cards may be deactivated.

(3) Please provide additional information about the outstanding calling cards and customers.

There remain approximately 20 million calling cards outstanding. Information is not available on the number of minutes outstanding. The cards are tracked by value rather than minutes because the cost of minutes to different destinations varies greatly. The value of these cards is approximately \$17.8 million for STi Prepaid and \$14.5 million for STi Telecom.

STi Prepaid is selling cards valued at approximately \$3.0 to \$3.5 million monthly directly to distributors and STi Telecom, through Kare Distribution, is also selling cards valued at approximately \$3.0 to \$3.5 million monthly directly to distributors. These cards do not include expiration dates.

(4) Please provide information regarding how STi provides service. Specifically, please provide information about which carriers provide the service that STi resells and the cost to STi of providing service to customers.

Next Angel provides the following information regarding STi's provision of service:

- STi purchases both "Access Services" and "Long Distance Termination" services from other carriers. Access services are used to enable each consumer to dial a Public Switched Telephone Network (PSTN) phone number from a fixed, VoIP, virtual or mobile phone to access the STi

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Prepaid Calling System (System). Once the consumer dials the Access number, the System will ask the consumer to enter the PIN number from the back of their calling card. Once the PIN number has been completely entered, the System will authenticate the number, advise the consumer of the remaining balance, and request the consumer to dial the destination phone number. Once the consumer has dialed the destination phone number, the System will rate the call and advise the consumer of how many minutes are available for the call. The System then routes the call to a “Long Distance Termination” carrier to complete the call.

- STi purchases domestic and international long distance termination services from U.S. and foreign carriers. These services are “resold” to consumers via prepaid calling cards and prepaid PIN-less services.
- STi resells the international long distance services of the following entities at the following approximate weekly costs:
 - Next Communications, Inc.: \$900,000/week
 - Angel Telecom Corporation: \$250,000/week
- STi utilizes and incorporates the access services into the service delivered to the general public, and therefore “resells” the access provider services of the following carriers at the following approximate weekly costs:
 - Avalon Telecom: \$130,000/week
 - Matrix Telecom Inc./ Excel Telecommunications: \$20,000/week
 - Windstream Communications: \$10,000/week
 - Backbone Communications: \$15,000/week
 - Blitz Telecommunications: \$15,000/week
 - Pac-West Telecommunications: \$5,000/week

- (5) **Please provide additional information about Angel Telecom (USA) Inc.’s ownership. Specifically, please provide an ownership chart disclosing any Angel Telecom (USA) Inc. entities with a controlling or a 10 percent or greater ownership interest in Next Angel. Please provide citizenship information for each entity and individual identified on the chart.**



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Attached as Exhibit D, please find an ownership chart for Angel Telecom (USA) Inc. (“Angel Telecom”), which holds a 42.5 percent equity and voting interest in Next Angel. The chart includes all Angel Telecom entities that hold a 10 percent or greater ownership interest in Next Angel. Next Angel confirms that all of the entities and individuals with a 10 percent or greater ownership interest, including those interests held by individuals and entities affiliated with Angel Telecom have been reported to the Commission.¹

(6) Please confirm whether any affiliate of Next Angel provides domestic telecommunications services.

Next Angel confirms that the following affiliates provide domestic telecommunications services:²

- Next Communications provides wholesale long distance voice, data, and video services for wired and wireless telecommunications carriers to all U.S. states and territories except for Alaska.
- Meimoun & Mammon, LLC provides prepaid calling card services in Florida.

No other affiliate of Next Angel provides domestic telecommunications services.

(7) Please clarify the significance of the date June 3, 2013.

June 3, 2013 is not a significant date, but June 30, 2013 is the date by which Next Angel is required to obtain a separate bank account for deposit of any payments.

* * * * *

¹ See Letter from Colleen King to Marlene H. Dortch, File Nos. ITC-ASG-20130130-00035, ITC-ASG-20130130-00037, ITC-STA-20130130-00036, and ITC-STA-20130130-00038 (filed Jan.31, 2013); Applications for Assignment of Domestic and International Section 214 Authorizations and Requests for Special Temporary Authority, File Nos. ITC-ASG-20130130-00035, ITC-ASG-20130130-00037, ITC-STA-20130130-00036, and ITC-STA-20130130-00038 (filed Jan. 30, 2013) (“Assignment Applications”).

² See Assignment Applications, Attachment 1 at 10.



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Please do not hesitate to contact the undersigned should you have any questions.

Respectfully submitted,

By: /s/ Jennifer D. Hindin

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Counsel for Next Communications, Inc.

cc: David Krech
Jodie May
Tracey Wilson
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Sally Stone

EXHIBIT A

ASSET PURCHASE AND SALE AGREEMENT

dated as of

January 30, 2013,

by and among

VIVARO CORPORATION; STI PREPAID, LLC; KARE DISTRIBUTION, INC.; STI
TELECOM, INC.; TNW CORPORATION; STi CC I, LLC; AND STi CC II, LLC

and

NEXT ANGEL LLC

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ASSET PURCHASE AND SALE AGREEMENT

This ASSET PURCHASE AND SALE AGREEMENT (this “**Agreement**”), dated as of January 30, 2013 by and among Vivaro Corporation; STI Prepaid, LLC; Kare Distribution, Inc.; STi Telecom, Inc.; TNW Corporation; STi CC I, LLC; and STi CC II, LLC (collectively, the “**Sellers**”), and Next Angel LLC (the “**Purchaser**”).

RECITALS

- A. The Sellers own the Purchased Assets (as defined below).
- B. Each Seller is a debtor-in-possession under title 11, of the United States Code, 11 U.S.C. §§ 101 - 1532 (as amended, the “**Bankruptcy Code**”), and filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code on September 5, 2012 (the “**Petition Date**”), in the United States Bankruptcy Court for the Southern District of New York (the “**Bankruptcy Court**”) and the Sellers’ cases are jointly administered under case number 12-13810 (MG) (collectively, the “**Bankruptcy Cases**”).
- C. On November 16, 2012, the Sellers filed the *Debtors’ Motion For (I) Entry of Order Approving (A) Bidding Procedures In Connection With Sale of All of Their Assets, (B) Stalking Horse Bid Protections, (C) Procedures for Assumption and Assignment of Executory Contracts and Unexpired Leases, (D) Form and Manner of Notice of Sale Hearing, and (E) Scheduling a Sale Hearing; and (II) Following a Sale Hearing, Entry of a Separate Order Approving (A) Sale of Substantially All of Debtors’ Assets Outside Ordinary Course of Business, Free and Clear of All Liens, Claims, Interests, and Encumbrances, (B) Asset Purchase Agreement, and (C) Assumption and Assignment of Certain Executory Contracts and Unexpired Leases* (the “**Sale Motion**”).
- D. On November 21, 2012, the Bankruptcy Court entered an *Order Approving (A) Bidding Procedures In Connection With Sale of All of the Debtors’ Assets, (B) Stalking Horse Bid Protections, (C) Form and Manner of Notice of Sale Hearing, and (D) Such Other and Further Relief As the Court Deems Just and Equitable* (the “**Bidding Procedures Order**”).
- E. On December 19, 2012, the Bankruptcy Court entered an *Amended Order Approving (A) Bidding Procedures In Connection With Sale of All of the Debtors’ Assets, (B) Stalking Horse Bid Protections, (C) Form and Manner of Notice of Sale Hearing, and (D) Such Other and Further Relief As the Court Deems Just and Equitable* (the “**Amended Bidding Procedures Order**”) and together with the Bidding Procedures Order, the “**Bidding Procedures Orders**”).
- G. On the terms and subject to the conditions set forth in this Agreement, the Purchaser desires to purchase, acquire and assume from the Sellers, and the Sellers wish to sell, transfer and assign to the Purchaser, the Purchased Assets and the Assumed Liabilities, all as set forth herein.
- H. The parties intend to consummate the transactions contemplated by this Agreement in accordance with sections 105, 363, 365 and 1123 of the Bankruptcy Code and the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the premises and the mutual covenants and the agreements herein set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

ARTICLE I
Defined Terms

Section 1.01 Definitions.

As used in this Agreement, the following terms have the meanings stated:

“**Action**” means an action, suit, litigation, arbitration, investigation, complaint, contest, hearing, inquiry, inquest, audit, examination or other proceeding, whether civil, criminal, administrative, investigative or appellate, in law or equity before any arbitrator or Governmental Body.

“**Affiliate**” of a Person means any other Person that directly or indirectly through one or more intermediaries controls, is controlled by or is under common control with, the Person or any of its Subsidiaries. The term “**control**” means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by Contract or otherwise. With respect to a natural person, such natural person’s Affiliates shall also include such natural person’s spouse, and their siblings, parents and lineal descendants.

“**Angel**” means Angel Telecom (USA) Inc. or an entity formed by it.

“**Assigned Agreements**” means those agreements to which a Seller is a party and is permitted under the Bankruptcy Code to sell and assign, and which the Purchaser has agreed to assume under Section 2.01(n).

“**Assumed Liabilities**” has the meaning stated in Section 2.03.

“**Auction**” means the auction conducted by the Sellers pursuant to the Bidding Procedures Orders for the Purchased Assets.

“**Avoidance Actions**” means any and all Causes of Action and rights to recover or avoid transfers or to avoid any lien under Chapter 5 of the Bankruptcy Code or otherwise, including, but not limited to, sections 506, 510, 522, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551 or 553 of the Bankruptcy Code or applicable non-bankruptcy law or state law, and the proceeds thereof, or otherwise to exercise the avoidance powers provided under the Bankruptcy Code.

“**Bankruptcy Cases**” has the meaning ascribed to it in the recitals.

“**Bankruptcy Code**” has the meaning ascribed to it in the recitals.

“**Bankruptcy Court**” has the meaning ascribed to it in the recitals.

“**Bidding Procedures**” means the bidding procedures relating to sale of all or substantially all assets of the Sellers as set forth in the Bidding Procedures Orders.

“**Bidding Procedures Orders**” shall have the meaning ascribed to it in the recitals.

“**Bill of Sale**” has the meaning stated in Section 4.03(c)(i).

“**Board**” means the Board of Directors of each of the Sellers.

“**Business**” means the business in which the Sellers are engaged.

“**Business Day**” means any day that is not a Saturday, Sunday or a day on which banks are required or authorized by Law to be closed in New York, New York.

“**Cash**” means all cash and cash in transit, including all cash collected by Sellers, all checks received or deposited by Sellers and all wires initiated to Sellers, through 11:59pm (PST) as of the date of Closing.

“**Cash Shortfall**” means, if the amount of Cash included within the Purchased Assets is less than \$700,000, an amount equal \$700,000 minus the amount of Cash included within the Purchased Assets.

“**Cash Surplus**” means, if the amount of Cash is greater than \$700,000, an amount equal to the amount of Cash minus \$700,000.

“**Cause of Action**” means all claims, third-party claims, counterclaims, cross-claims, setoff, offset, claims and recoveries under the D&O policies, or other defenses, all choate and inchoate actions, rights of action, causes of action, causes in action, choses in action, Avoidance Actions, suits, debts, dues, sums of money, accounts, rights to payment, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, whether fixed, contingent, matured or unmatured, disputed or undisputed, secured or unsecured, and whether asserted or unasserted, known or unknown, direct or indirect, derivative, or otherwise, and the proceeds thereof, of, or belonging to, the Debtors or the estates against any entity or Person, based in law or equity, including, but not limited to, under the Bankruptcy Code or any applicable state law, whether asserted, commenced, or filed in the Bankruptcy Court, or any other court or tribunal.

“**Claim**” has the meaning set forth in section 101(5) of the Bankruptcy Code.

“**Closing**” has the meaning stated in Section 4.01(a).

“**Closing Date**” has the meaning stated in Section 4.01(a).

“**COBRA**” means the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended, and the rules and regulations promulgated thereunder.

“**Code**” means the Internal Revenue Code of 1986, as amended.

“**Committee**” means the Official Committee of Unsecured Creditors appointed in the Bankruptcy Cases.

“**Company Intellectual Property**” has the meaning stated in Section 5.06(a).

“**Consents**” means any approval, consent, authorization or Order of, notice to or registration or filing with any Governmental Body or any other Person.

“**Contract**” means any agreement, contract, license, lease, instrument, document, note, bond, mortgage, indenture, guarantee, each as amended or modified from time to time.

“**Cure Costs**” means the amounts, as finally determined by the Bankruptcy Court, that are required to cure all defaults, if any, and to pay all actual or pecuniary losses that resulted from such defaults and that are due, under the Assigned Agreements to be assumed by the Sellers and assigned to the Purchaser (or one of its designated Affiliates) under this Agreement pursuant to section 365 of the Bankruptcy Code.

“**Deposit**” means Purchaser’s \$500,000 Good Faith Deposit, as the term is defined in the Bidding Procedures Orders, plus five percent (5%) of the purchase price, each of which is in the form of a credit of such amount against the total indebtedness owed to Nextcomm and Angel Telecom AG under the DIP Credit Agreement and DIP Orders, subject to the Carve Out, as the term is defined in the DIP Orders.

“**DIP Credit Agreement**” means that certain credit agreement by and among the Sellers and Nextcomm and Angel Telecom AG, Angel’s sister corporation, as amended, modified or restated.

“**DIP Obligations**” means all Indebtedness as of Closing outstanding under the DIP Credit Agreement.

“**DIP Orders**” means the interim and final orders of the Bankruptcy Court approving Seller’s entry into the DIP Credit Agreement.

“**DIP Release**” has the meaning stated in Section 3.01(a).

“**Discovered Contracts**” means any Contract of Sellers identified following the Closing that was not previously disclosed to the Purchaser.

“**Dollars**” and “**\$**” refer to United States dollars and other lawful currency of the United States of America from time to time in effect.

“**Effective Time**” means 12:01 a.m. New York City time on the Closing Date.

“**Encumbrances**” means all interests, liens, charges, Claims, pledges, security interests, options, voting trusts, similar restrictions on voting or transfer, or other encumbrances of any kind.

“**Environmental Laws**” means all federal, state, local Laws currently in effect relating to the protection of human health and safety or the environment or natural resources including, the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. § 9601 *et seq.*), the Hazardous Materials Transportation Act (49 U.S.C. App. § 1801 *et seq.*), the Resource Conservation and Recovery Act (42 U.S.C. § 6901 *et seq.*), the Clean Water Act (33 U.S.C. § 1251 *et seq.*), the Clean Air Act (42 U.S.C. § 7401 *et seq.*), the Toxic Substances Control Act (15 U.S.C. § 2601 *et seq.*), the Federal Insecticide, Fungicide, and Rodenticide Act (7 U.S.C. § 136 *et seq.*), and the Occupational Safety and Health Act (29 U.S.C. § 651 *et seq.*), and the regulations promulgated pursuant thereto.

“**Equipment**” means all tangible personal property of a Person, including office materials and supplies and vehicles, improvements, tooling and spare parts, all equipment, machinery and furniture, in all of its forms, wherever located, now or hereafter existing.

“**Equity Securities**” of a Person means shares of capital stock, limited liability company membership interests, partnership interests, joint venture interests or other equity securities, stock or shares of any kind of such Person and any securities convertible into any of the foregoing.

“**ERISA**” means the Employee Retirement Income Security Act of 1974, as amended, and the related regulations promulgated thereunder.

“**Estimated Cash Amount**” means the total amount of cash collected by Sellers immediately prior to Closing.

“**Estimated Cash Shortfall**” means, if the Estimated Cash Amount included within the Purchased Assets is less than \$700,000, an amount equal \$700,000 minus the Estimated Cash Amount included within the Purchased Assets

“**Excluded Assets**” has the meaning stated in Section 2.02.

“**Excluded Books and Records**” has the meaning set forth in Section 2.02(c).

“**Excluded Liabilities**” has the meaning stated in Section 2.04.

“**Excluded Matter**” has the meaning set forth in the definition of “Material Adverse Effect.”

“**Excluded Regulatory Liabilities**” has the meaning states in Section 2.04(l)

“**Executory Contract Designation Date**” has the meaning set forth in Section 2.05.

“**FCC**” has the means the Federal Communications Commission.

“**FCC Licenses**” means the licenses and authorizations issued by the FCC to any Seller, which licenses are listed on Schedule 1.

“**Fixtures**” means, to the extent not covered by the definition of Equipment, all fixtures appurtenant to Real Property or Leaseholds in all of their forms, wherever located, now or hereafter existing.

“**GAAP**” means generally accepted accounting principles in the United States as in effect from time to time, consistently applied throughout the periods to which reference is made.

“**Governmental Body**” means any government or any agency, bureau, commission, court, department, official, political subdivision, tribunal, board or other instrumentality of any administrative, judicial, legislative, executive, regulatory, police or taxing authority of any government, whether federal, state, regional, provincial, local, domestic or foreign.

“**Hazardous Materials**” means any hazardous or toxic substance, waste, contaminant, pollutant, gas or material which are regulated under any Environmental Law, in each case, as in effect on the date hereof.

“**Indebtedness**” means, with respect to any Person, all obligations of such Person (a) for borrowed money; (b) evidenced by notes, bonds, debentures or similar instruments; (c) for the deferred purchase price of assets, goods or services, including any earn-out payments; (d) under capital leases; (e) amounts drawn on any outstanding letters of credit or bonds; (f) any obligation that, in accordance with GAAP, would be required to be reflected as debt; (g) in the nature of guarantees of the obligations described in clauses (a) through (f) above of any other Person; (h) interest, principal, prepayment penalties, Taxes, fees or expenses, to the extent due or owing in respect of those obligations described in clauses (a) through (f) above; (i) all present or contingent obligations relating to retention commitments, change of control related payments or similar bonuses or other similar payments; and (j) all amounts for unpaid bonuses with respect to periods ending prior to the Closing Date, in each case irrespective of vesting.

“**Intellectual Property**” means any and all intellectual property rights under the laws of the United States or any other jurisdiction anywhere in the world, including: (a) inventions and all improvements thereto, patents and patent applications (including all provisionals, reissues, divisions, continuations and continuations-in-part); (b) copyrightable works, copyrights (including all copyright registrations, copyright applications and unregistered common law copyrights), databases, and computer software (including object and source code and related documentation); (c) trademarks or service marks (whether registered, unregistered or existing at common law), registrations, applications, trade names, trade dress, logos, signs and corporate and business names, including all associated goodwill; (d) all internet web sites, including domain name registrations and content and software included therein; (e) trade secrets and other rights in know how or confidential or proprietary information, including models, methodologies, specifications, rules, procedures and processes; and (f) computer programs and software, including operating systems, applications, routines, interfaces and algorithms, whether in source code or object code.

“**Intellectual Property Licensor**” has the meaning stated in Section 5.06(a).

“**Inventory**” means all finished products, work in process, raw materials, packaging supplies and other inventory or goods held for sale of a Person in all of its forms, wherever located, now or hereafter existing.

“**Law**” means any treaty, statute, law, rule, regulation, Order by any Governmental Body and any judgment, injunction, Order, writ, decree or award of any Governmental Body.

“**Lease Designation Date**” has the meaning set forth in Section 2.05.

“**Leaseholds**” means all real property interests as lessee, licensee, sublessee or sublicensee together with all tenements, hereditaments, easements, rights of way, privileges and appurtenances to those and improvements on or to those interests, including all leases, licenses, subleases or sublicenses under which any of the Sellers is a lessee, licensee, sublessee or sublicensee of real property.

“**Liabilities**” means any and all Indebtedness, liabilities and obligations of any nature, including for Claims, whether accrued or fixed, absolute or contingent, known or unknown, matured or unmatured or determined or determinable, including those arising under any Law, Action, Contract or Permit.

“**Licensed Intellectual Property**” has the meaning stated in Section 5.06(a).

“**Marcatel**” means Marcatel Com, S.A. De C.V. or an entity formed by it.

“**Marcatel Claims Release**” has the meaning stated in Section 3.01(d).

“**Material Adverse Effect**” means any event, circumstance, development, change or effect that, individually or in the aggregate, (a) has had or would reasonably be expected to have a material adverse effect upon any of the Business, results of operations, the Purchased Assets, the Assumed Liabilities or condition (financial or otherwise) of the Sellers (taken as a whole), other than an effect resulting from an Excluded Matter; or (b) would reasonably be expected to prevent or materially delay the ability of the Sellers to consummate the Transactions. “**Excluded Matter**” means any one or more of the following, whether independently or in combination with any other of the following: (i) the effect of any change in the domestic or any foreign economy or business in general; (ii) the effect of any change in exchange rates, interest rates or securities or financial markets in general; (iii) the effect of any change that generally affects any industry in which the Sellers operate; (iv) the effect of any change arising in connection with earthquakes, hostilities, national calamities, acts of war, acts of God, political conditions, sabotage or terrorism or military actions or any escalation or material worsening of any such hostilities, national calamities, acts of war, acts of God, political conditions, sabotage or terrorism or military actions existing or underway as of the date hereof; (v) the effect of any changes in GAAP or any change in the interpretation of the foregoing by any Governmental Body of competent jurisdiction; (vi) any effect resulting from the public announcement of this Agreement, or the taking of any action required to be taken by the Sellers hereunder; or (vii) any effect resulting directly from any action taken by the Bankruptcy Court; *provided, however*, that the foregoing clauses (i), (ii), (iii) and (v) shall constitute an “Excluded Matter” only to the

extent that such event, circumstance, development, change or effect has a disproportionate effect on the Business, results of operations, the Purchases Assets, the Assumed Liabilities or condition of the Sellers, relative to other companies in the industries in which the Sellers do business.

“**Nextcomm**” means Next Communications, Inc.

“**Next Highest Bidder**” has the meaning ascribed to such term in the Bidding Procedures Orders.

“**Notice**” means any summons, citation, directive, Order, Claim, litigation, proceeding, letter or other communication, written or oral, actual or threatened, from any Governmental Body, or any other Person and shall include the imposition of any Encumbrance on property owned, leased, occupied or used by the Sellers.

“**Off the Shelf Licenses**” means commercially available, transferable off the shelf or downloadable computer software subject to industry standard shrinkwrap or clickwrap licenses.

“**Order**” means any award, decision, decree, order, injunction, ruling, judgment, or consent of or entered, issued, made or rendered in connection with an Action.

“**Ordinary Course of Business**” means the operation of the Business by the Sellers in the usual and ordinary course in the manner the Sellers consistently operated prior to the commencement of the Bankruptcy Cases (including with respect to quantity and frequency), but taking into account the status of the Sellers as a debtors-in-possession under the Bankruptcy Code that are operating under the supervision of the Bankruptcy Court.

“**Organizational Documents**” means (a) with respect to any Person that is a corporation, such Person’s certificate or articles of incorporation and by-laws; (b) with respect to any Person that is a limited liability company, such Person’s certificate or articles of formation and operating agreement; and (c) with respect to any other Person, such Person’s organizational or charter documents.

“**Owned Intellectual Property**” has the meaning stated in Section 5.06(a).

“**Parent Guarantees**” has the meaning stated in Section 3.01(e).

“**Permit**” means any permit, license, approval, consent, permission, notice, franchise, confirmation, endorsement, waiver, certification, registration, qualification, clearance, variance or other authorization issued by or under the authority of any Governmental Body or pursuant to any federal, state, local or foreign Law.

“**Permitted Encumbrances**” means all (a) Encumbrances for Taxes or governmental assessments, charges or Claims incurred in the Ordinary Course of Business for sums (i) not yet due and payable; or (ii) being contested in good faith for which adequate reserves have been made in accordance with GAAP; (b) statutory Encumbrances of landlords, Encumbrances of carriers, warehouse persons, mechanics and material persons and other Encumbrances imposed by Law incurred in the Ordinary Course of Business for sums (i) not yet due and payable; or (ii)

being contested in good faith for which adequate reserves have been made in accordance with GAAP; and (c) Encumbrances incurred or deposits made in connection with workers' compensation, unemployment insurance, social security, or other similar types of programs or Laws or to secure the performance of tenders, statutory obligations, surety and appeal bonds, bids, leases, government contracts, performance and return of money bonds and similar obligations, incurred in the Ordinary Course of Business.

"Person" means any individual, corporation, partnership, limited liability company, association, joint venture, trust or any other entity or organization, including any Governmental Body.

"Petition Date" has the meaning set forth in the recitals.

"Pin Liability" means all liabilities, other than Excluded Regulatory Liabilities, associated with the Sellers' calling cards and other calling solutions, including, but not limited to, deferred revenue, first-used products, top-ups, e-commerce, dial-around and MVNO, without regard to when the products were sold.

"Potential Transferred Employees" has the meaning stated in Section 8.03.

"Purchase Price" has the meaning stated in Section 3.01.

"Purchased Assets" has the meaning stated in Section 2.01(a).

"Purchaser" has the meaning stated in the heading of this Agreement, and its successors and permitted assigns.

"Qualified Bidder" has the meaning ascribed to such term in the Bidding Procedures Orders.

"Real Property" means all real property interests, other than Leaseholds, together with all tenements, hereditaments, easements, rights of way, privileges and appurtenances to those interests and improvements and fixtures on or to those interests.

"Release" means any releasing, spilling, discharging, disposing, leaking, pumping, injecting, pouring, depositing, dispersing, emitting, leaching or migrating of Hazardous Materials into the indoor or outdoor environment.

"Representative" means, with respect to any Person, any officer, director, principal, attorney, accountant, financial advisor, consultant, agent, employee, manager, member, partner, equityholder or other representative of such Person.

"Required Consents" has the meaning stated in Section 5.03.

"Sale Documents" means this Agreement, and each other document, agreement and instrument to be executed and delivered by the Sellers or the Purchaser pursuant to ARTICLE IV of this Agreement, and all other documents and instruments by which the Purchased Assets are

transferred by the Sellers to the Purchaser or by which the Purchaser assumes the Assumed Liabilities.

“**Sale Hearing**” has the meaning ascribed to such term in the Bidding Procedures Orders.

“**Sale Motion**” has the meaning ascribed to it in the recitals.

“**Sale Order**” means an Order or Orders of the Bankruptcy Court, in form and substance reasonably acceptable to the Purchaser, approving the Transactions and authorizing the Sellers to consummate the Transactions pursuant to the terms and conditions hereof. Without limiting the generality of the foregoing, such Order shall find and provide, among other things, that (a) the Purchased Assets sold to the Purchaser pursuant to this Agreement shall be transferred to the Purchaser free and clear of all Encumbrances (other than Encumbrances created by the Purchaser or Permitted Encumbrances), such Encumbrances and Permitted Encumbrances to attach to the proceeds from the sale of the Purchased Assets to the same validity, force and effect, and in the same order of priority, which such Encumbrances and Permitted Encumbrances now have against the Purchased Assets or their proceeds, subject to any rights, Claims and defenses the Sellers or their estates, as applicable, may possess with respect thereto; (b) the Purchaser has acted in “good faith” within the meaning of section 363(m) of the Bankruptcy Code; (c) this Agreement was negotiated, proposed and entered into by the parties without collusion, in good faith and from arm’s length bargaining positions; (d) the sale of the Purchased Assets meets the requirements of Bankruptcy Code section 363(b)(1) with respect to sales of personally identifiable information; (e) the Bankruptcy Court shall retain jurisdiction to resolve any controversy or Claim arising out of or relating to this Agreement, or any breach hereof; and (f) that the Order shall be effective immediately upon entry pursuant to Rule 7062 and 9014 of the Federal Rules of Bankruptcy Procedure, and no automatic stay of execution, pursuant to Rule 62(a) of the Federal Rules of Civil Procedure, or Rule 6004(h) of the Federal Rules of Bankruptcy Procedure shall apply with respect to such Order.

“**Securities**” means (a) Equity Securities; (b) notes, bonds, debentures, certificates of deposit; and (c) all other evidences of Indebtedness and all other securities of any type.

“**Sellers**” has the meaning stated in the heading of this Agreement, and their successors and permitted assigns.

“**Subsidiary**” of any Person means any Person (a) of which such first Person (either alone or through or together with any other Subsidiary) owns, directly or indirectly, more than 50% of the Equity Securities of such other Person, the holders of which are generally entitled to vote for the election of the board of directors, general partner, the manager or other governing body of, or otherwise control the business and affairs of, such other Person; or (b) the operations of which are consolidated with such first Person, pursuant to GAAP, for financial reporting purposes.

“**Surviving Provisions**” has the meaning stated in Section 9.02.

“**Successful Bidder**” means the Qualified Bidder who has been determined to have made the highest or otherwise best offer to purchase the Purchased Assets, consistent with the Bidding Procedures.

“**Tax**” or “**Taxes**” means all taxes, charges, fees, levies, duties, imposts, deposits, withholdings, restrictions, fines, interests, penalties, additions to tax or other tax, assessment or charge of any kind.

“**Tax Authority**” means any Governmental Body having jurisdiction over the assessment, determination, collection or imposition of any Tax.

“**Tax Contest**” has the meaning stated in Section 4.04(b).

“**Tax Return**” means any federal, state, local or foreign return, report, Claim for refund, declaration, statement or other form relating to Taxes and required to be filed with a Governmental Body, including any schedule thereto or amendment thereof.

“**Third Party**” means any Person other than the Sellers, the Purchaser or any of their respective Affiliates.

“**Transactions**” means the transactions contemplated by, or described in, the Sale Documents, including the sale, transfer, assignment, conveyance and delivery of the Purchased Assets by the Sellers to, and the assumption of the Assumed Liabilities by, the Purchaser.

“**Transfer**” means any direct or indirect offer, transfer, sale, assignment, pledge, conveyance, hypothecation, license or other disposition of all or any interest.

“**Transfer Taxes**” shall mean any transfer, documentary, sales, use, stamp, registration and other such taxes, any conveyance fees, any recording charges and any other similar fees and charges (including penalties, interest and additions to Tax in respect thereof).

“**Transferable**” means, with respect to a Contract, (a) a transfer of an Assigned Agreement that is assumable and assignable under the Bankruptcy Code notwithstanding any consent requirement contained in such Assigned Agreement; and (b) in the circumstances where a consent of another Person to the transfer of an applicable Assigned Agreement is required by such Assigned Agreement and under the Bankruptcy Code the Bankruptcy Court cannot waive such consent requirement, a transfer in which such required consent is obtained from the required Persons.

“**Transferred Employee**” has the meaning stated in Section 8.03.

“**Transition Services Agreement**” has the meaning stated in Section 4.03(a)(vi).

“**Transitional Employment Release**” means a general release in the form acceptable to the Sellers and the Committee to be provided and delivered to the Sellers and Sellers’ estates releasing all Claims against Sellers and Sellers’ estates arising under the WARN Act and any other employee termination liability.

“WARN Act” means and refers to the Worker Adjustment and Retraining Notification Act of 1988, and all comparable state, local or other Laws, in each case, as amended from time to time.

ARTICLE II
The Transaction

Section 2.01 Purchase and Sale of the Purchased Assets. Pursuant and subject to sections 105, 363, and 365 of the Bankruptcy Code and on the terms and subject to the conditions set forth in this Agreement and the Sale Order, at the Closing, the Sellers shall sell, convey, transfer, assign, grant and deliver to the Purchaser (or to such assignee or assignees of the Purchaser as may be determined by the Purchaser in accordance with this Agreement), free and clear of all Encumbrances, except for Permitted Encumbrances, and the Purchaser shall purchase, acquire and accept delivery from the Sellers, all right, title and interest of the Sellers in and to all assets, rights and entitlements owned, leased, licensed, used or held for use by the Sellers (other than the Excluded Assets), wherever located, of every kind, nature and description, whether tangible or intangible, real, personal or mixed, accrued contingent or otherwise, and whether or not reflected on the Sellers' books and records, including the assets set forth in Exhibit 1 hereto (collectively, the "**Purchased Assets**"), and including (a) all Cash up to \$700,000, and (b) fifty percent (50%) of the net proceeds actually received by the Sellers after the payment of fees, costs and expenses in collection of the Unidos Note. Notwithstanding anything to the contrary herein, Purchased Assets shall include fifty percent (50%) of the net recoveries after the payment of fees, costs and expenses from the disputed accounts receivable set forth on Schedule 2.02.

Section 2.02 Excluded Assets. The Sellers will retain (and the Purchased Assets will not include and the Purchaser shall have no Liability with respect to) the following (collectively, the "**Excluded Assets**"):

- (a) all Cash in excess of \$700,000;
- (b) all security deposits and other similar assets;
- (c) fifty percent (50%) of the net proceeds actually received by the Sellers after the payment of fees, costs and expenses in collection of the Unidos Note;
- (d) all facility leases, other than assumed facility leases;
- (e) all equipment leases, other than assumed equipment leases;
- (f) all contracts, other than assumed contracts;
- (g) all Causes of Action, including but not limited to all Avoidance Actions;
- (h) fifty percent (50%) of the recoveries from all litigation and disputed Claims against distributors, including litigation related to unpaid receivables, as set forth in Schedule 2.02;
- (i) all D&O policies and recoveries;

(j) all proceeds from insurance claims whether or not asserted as of the Effective Time;

(k) all tax refunds, rights to tax refunds, tax rebates, tax credits, net operating losses and similar items relating to any tax period;

(l) all equity securities or other ownership interest of each of the Sellers, including but not limited to the Sellers' investment in STX;

(m) originals of each the Seller's books, records and corporate seals;

(n) the Sellers' PBX phone systems;

(o) All furniture, fixtures, computer equipment and other fixed assets, except for the furniture, fixtures, computer equipment and other fixed assets at the Sellers' offices in Chicago, Washington and Georgia;

(p) the Sellers' surplus telecom switches, network equipment, fixtures and related items located at 75 Broad Street, New York, New York which was the subject of an Order entered on January 18, 2013; and

(q) Permits which are not assignable or Consents to which have not been provided, unless or until such Consents have been provided in accordance with Section 2.05 hereof.

Section 2.03 Assumption of the Assumed Liabilities. Upon the terms and subject to the conditions of this Agreement, at the Closing, the Purchaser will, effective as of the Effective Time, assume and agree to duly and timely pay, perform and discharge the following Liabilities of the Sellers (collectively, the "**Assumed Liabilities**"):

(a) all Liabilities under the Assigned Agreements arising after the Closing Date and the Cure Costs for such Assigned Agreements;

(b) all Transfer Taxes payable in connection with the Transactions;

(c) all Liabilities relating to and arising from the ownership of the Purchased Assets after the Closing Date;

(d) all Liabilities relating to amounts required to be paid, satisfied or otherwise discharged by the Purchaser to the Sellers pursuant to this Agreement; and

(e) All Pin Liability.

Section 2.04 Excluded Liabilities. The Purchaser will not accept, acquire, assume or become liable to pay, perform or discharge any Liabilities other than the Assumed Liabilities (such Liabilities, the "**Excluded Liabilities**"), including the following Liabilities:

- (a) all Liabilities arising out of Excluded Assets, other than Pin Liability;
- (b) all Liabilities of the Sellers pursuant to this Agreement;
- (c) all Liabilities related to any Indebtedness of the Sellers not expressly assumed by the Purchaser under this Agreement;
- (d) all Liabilities of the Sellers or any of their Affiliates or their respective directors, officers, employees or agents arising under or relating to the Bankruptcy Case;
- (e) all Liabilities to any current or former employee, contractor, consultant or agent (and their respective spouses, descendants and beneficiaries), including Liabilities arising under COBRA and the WARN Act (including any notice required thereunder) and any Liabilities under any employment agreements or change in control agreements;
- (f) all Liabilities for any indemnification, reimbursement or advancement of any amounts to any present or former officer, director, employee or agent of the Sellers or any of their Affiliates;
- (g) all Liabilities relating to or arising out of any violation of an applicable Law on or prior to Closing by the Sellers or any of their Affiliates;
- (h) all Liabilities relating to any environmental, health or safety matter (including any Liability arising under applicable Law) arising out of or relating to the operation of the Business on or prior to the Closing;
- (i) all Liabilities for any Taxes of the Sellers (other than Transfer Taxes payable in connection with the Transactions);
- (j) any Liabilities of the Sellers which any Person seeks to impose on the Purchaser by virtue of any theory of successor liability;
- (k) all Liabilities related to trade payables and priority and non-priority unsecured claims not expressly assumed under this Agreement;
- (l) all Liabilities for unpaid fees, expenses, Taxes and any other amounts payable by Sellers to the FCC or any other Governmental Body (the “**Excluded Regulatory Liabilities**”).

Section 2.05 Assignment of Assigned Agreements.

Subject to further order of the Bankruptcy Court, Sellers shall assign to the Purchaser, and the Purchaser shall accept such assignment of, the Assigned Agreements relating to the Purchased Assets. To the extent that any Assigned Agreement or Permit is not Transferable without the Consent of the non-debtor counterparty, issuer or Governmental Body, this Agreement shall not be deemed to constitute an assignment, an attempted assignment or an undertaking to assign such Assigned Agreement or Permit if such Consent is not given or if such

an assignment, attempted assignment or undertaking otherwise would constitute a breach thereof or cause a loss of benefits thereunder. The Sellers (and the Purchaser where required) shall use their respective commercially reasonable efforts to obtain any and all such Consents under all Assigned Agreements and Permits; *provided, however*, that neither the Purchaser nor the Sellers shall be required to pay or incur any material out-of-pocket cost or expense to obtain any Consent. If any such Consent is not obtained, the Sellers shall cooperate, at Purchaser's expense, with the Purchaser in any reasonable arrangement designed to provide for the Purchaser or the Business the benefits intended to be assigned to the Purchaser or an Affiliate thereof or the Business under the relevant Contract, including enforcement at the cost and for the account of the Purchaser or such Affiliate of any and all rights of the Sellers against the Third Parties to any such Contract, *provided, however*, such arrangement does not violate Law or any Contract. For the avoidance of doubt, the Sellers do not have to take any action or acts under this Section 2.05 that are in violation of Law or Contract. Notwithstanding anything herein to the contrary, any Cure Costs shall be paid by the Purchaser within five (5) Business Days following the entry of an order or orders of the Bankruptcy Court approving the assumption and assignment of the Assigned Agreements. Notwithstanding anything in this Agreement to the contrary, at any time prior to the Executory Contract Designation Date or the Lease Designation Date, as the case may be, the Purchaser may, in its sole discretion upon written notice to the Sellers, amend Exhibit 2 to add or remove any Contract which it desires, and the Purchaser shall not incur any Liability whatsoever with respect to any Assigned Agreement that Purchaser removes from Exhibit 2. At the direction of the Purchaser, the Sellers shall, or shall cause their Affiliates to, take all actions necessary to effect the assumption of any Assigned Agreement that Purchaser adds to Exhibit 2, including promptly commencing appropriate proceedings before the Bankruptcy Court. In addition, at any time and from time to time on or before the ninetieth (90th) day after Closing, the Purchaser may designate one or more Discovered Contracts as an Assigned Agreement upon ten (10) days' notice to the counterparty to such Discovered Contract. In the event that such counterparty objects to the assumption and assignment of the Discovered Contract, the Purchaser shall direct the Sellers or their successors to file the appropriate motion with the Bankruptcy Court for the assumption of such Discovered Contract.

Exhibit 2 sets forth a list, prepared in good faith and with reasonable diligence by the Sellers, of all Contracts to which any Seller is party and Sellers' good faith estimate of the Cure Costs related thereto (the "**Exhibit 2**"). Upon request of the Purchaser, the Sellers shall make available to the Purchaser all material documentation to the extent available relating to any and all such Contracts. The Purchaser has two (2) weeks following the latter of the date hereof or the receipt of Exhibit 2 if not attached hereto (the "**Executory Contract Designation Date**") to review the Contracts listed therein and determine which Contracts shall constitute Assigned Agreements, provided the Purchaser shall have one (1) week following the latter of the date hereof or the receipt of the Exhibit 2 if not attached hereto (the "**Lease Designation Date**") to review the Contracts relating to real property listed therein to determine if such Contracts shall constitute Assigned Agreements. In accordance with the Transition Services Agreement, Purchaser shall be responsible for and shall pay all obligations arising under all Contracts utilized by Purchaser from the date of Closing through and including the Executory Contract Designation Date or Lease Designation Date, as the case may be. Any Contract not expressly

designated by Purchaser hereunder as an Assigned Agreement shall be deemed to be an Excluded Asset.

ARTICLE III
Consideration

Section 3.01 Consideration. The aggregate consideration for the sale and transfer of the Purchased Assets shall be the aggregate of the amounts set forth below (the “**Purchase Price**”), which shall be payable and deliverable as follows:

(a) at Closing, Nextcomm and Angel Telecom AG, Angel’s sister corporation, shall forgive and release Sellers from the DIP Obligations under the DIP Credit Agreement (the “**DIP Release**”);

(b) the \$4,000,000 cap in the DIP Credit Agreement shall be increased to \$4,500,000 through Closing;

(c) at Closing, the Purchaser shall deliver to the Sellers cash in an amount equal to (x) \$6,350,000, minus (y) the aggregate amount of the DIP Obligations forgiven pursuant to the DIP Release, minus (z) the amount of any Estimated Cash Shortfall;

(d) at Closing, Marcatel and Organizacion Radio Beep S.A. De C.V./Unifica (“**Unifica**”) shall waive the amount of \$800,000 in post-petition administrative claims controlled by Marcatel and Unifica (collectively, the “**Marcatel Claims Release**”);

(e) at Closing, the Purchaser shall deliver a promissory note (the “**Note**”) in the principal amount of \$1,610,000 payable in fifteen (15) equal monthly installments commencing thirty (30) days following the Closing, which shall bear interest at an annual rate of six percent (6%), which shall be secured by a first priority lien on all assets of the Purchaser and guaranteed jointly and severally by Nextcomm, Angel and Angel Telecom AG, Angel’s sister corporation (the “**Parent Guarantee**”);

(f) in accordance with Section 2.05, the Purchaser shall assume, satisfy or otherwise discharge the total amount of all Cure Costs;

(g) at Closing, the Purchaser shall assume the Assumed Liabilities;

(h) if there was an Estimated Cash Shortfall, within five (5) Business Days after the Closing, the Sellers shall determine the amount of Cash and deliver evidence of its calculation of the Cash amount to the Purchaser, and (i) if there is a Cash Shortfall, and such Cash Shortfall is a greater shortfall than the Estimated Cash Shortfall, then the Sellers shall deliver to the Purchaser a refund in the amount equal to the difference of the Cash Shortfall and the Estimated Cash Shortfall within five (5) Business Days after such determination, or (ii) if the Cash Shortfall is a lesser shortfall than the Estimated Cash Shortfall, then the Purchaser shall pay to the Sellers an amount equal to the difference of the Estimated Cash Shortfall and the Cash Shortfall within five (5) Business Days after such determination or (iii) if there is a Cash Surplus, then the Purchaser shall pay to the

Sellers an amount equal to the sum of the Estimated Cash Shortfall and the Cash Surplus within five (5) Business Days after such determination;

Section 3.02 Bulk Sales Laws.

The Purchaser hereby waives compliance by the Sellers with the requirements and provisions of any “bulk-transfer” Laws of any jurisdiction that may otherwise be applicable with respect to the sale and transfer of any or all of the Purchased Assets to the Purchaser.

ARTICLE IV
The Closing; Conditions to Closing

Section 4.01 The Closing.

(a) Time and Place of Closing. The consummation of the Transactions (the “**Closing**”), will take place at the offices of Herrick, Feinstein LLP, 2 Park Avenue, New York, New York 10016, at 10:00 a.m. (New York City time), on Friday February 1, 2013, subject to the satisfaction of all or the waiver of the closing conditions (the date of the Closing being referred to herein as the “**Closing Date**”).

(b) Purchaser’s Special Rights. In the event that the Closing does not occur for any reason on February 1, 2013, other than as a result of any breach by the Sellers of any of Sellers’ representations, warranties or covenants contained in the Sale Documents, Purchaser’s shall compensate the Sellers \$75,000 (in the form of a reduction in the DIP Obligations) for each calendar day or part thereof that the Closing has not occurred, up to and including February 8, 2013 unless this Agreement shall have been terminated sooner by the Sellers in accordance with the terms of this Agreement or in the event that the Sellers consummate the sale of the Purchased Assets to another party. In the event that the Closing has not occurred by close of business on February 4, 2013, then in such event the Sellers shall be authorized but not required to consummate the sale of the Purchased Assets to any other party.

(c) Effective Time. The sale, transfer, assignment, conveyance and delivery of the Purchased Assets, and the assumption of the Assumed Liabilities described in the Sale Documents, will be effective as of the Effective Time, provided, however, that the Effective Time with regard to the sale, transfer, assignment, conveyance and delivery of Cash shall correspond to the date set forth in the definition of “Cash” contained in Section 1.01 hereof.

(d) Other Documents. At or prior to the Closing, the parties shall have entered into, executed and delivered the following documents, in mutually acceptable form:

(i) Transition Services Agreement;

(ii) Guaranty of Angel Telecom (USA) Inc., Angel Telecom AG and Next Communications, Inc.;

- (iii) Note;
- (iv) Security Agreement;
- (v) Trademark Security Agreement;
- (vi) Bill(s) of Sale;
- (vii) Assignment and Assumption Agreement;
- (viii) Intellectual Property Transfer and Assignment Agreement;
- (ix) Officer's Certificate; and
- (x) UCC Financing Statements.

Section 4.02 Conditions Precedent to the Obligations of the Sellers. The obligation of the Sellers to consummate the Transactions under the Sale Documents is expressly subject to the fulfillment of each of the following conditions, unless waived by the Sellers in writing, at or before the Closing:

(a) Representations and Warranties; Performance of Agreements.

(i) All of the representations and warranties of the Purchaser set forth in the Sale Documents shall be true and correct in all respects on and as of the date hereof and the Closing Date with the same force and effect as though made on and as of the Closing Date (except to the extent that any representation or warranty is limited by its terms to a specific date or range of dates (in which case such representation and warranty need only be true and correct on the date or during the range of dates so specified)); and

(ii) The Purchaser shall have performed and complied in all material respects with all of its covenants and other obligations set forth in the Sale Documents required to be performed or complied with by the Purchaser at or before the Closing.

(b) Sale Order. The Bankruptcy Court shall have entered the Sale Order.

(c) Officer's Certificate. The Sellers shall have received a certificate, dated the Closing Date and executed by the Purchaser's chief executive officer or chief financial officer on behalf of the Purchaser, certifying as to the satisfaction of the conditions set forth in Section 4.02(a) hereof.

(d) DIP Release and Marcatel Claims Release. The Sellers shall have received documentation in form and substance reasonably satisfactory to Sellers evidencing the DIP Release and Marcatel Claims Release¹.

(e) Parent Guarantees. The Sellers shall have received the Parent Guarantees executed by each of Nextcomm, Angel and Angel Telecom AG, Angel's sister corporation.

(f) No Actions. There shall be no Action or Order by any Governmental Body or any Action by any other Person seeking to restrain or prohibit the Transaction.

(g) Organization Documents; Good Standings; Consent. The Seller shall have received a certified copy of the certificate of formation of the Purchaser, the operating agreement of the Purchaser, a good standing certificate issued by the Secretary of State (or equivalent) of the state of formation and the written consent of the members of the Purchaser approving the transactions contemplated hereby and in connection herewith.

(h) Ancillary Agreements. The Sellers shall have received the following, each dated the Closing Date and in full force and effect as of the Closing Date, in form and substance mutually satisfactory to the parties:

(i) Guaranty of Angel Telecom (USA) Inc., Angel Telecom AG and Next Communications, Inc., substantially in the form annexed hereto as Exhibit 3;

(ii) Note, substantially in the form annexed hereto as Exhibit 4;

(iii) Security Agreement, substantially in the form annexed hereto as Exhibit 5;

(iv) Trademark Security Agreement, substantially in the form annexed hereto as Exhibit 12;

(v) Assignment and Assumption Agreement, substantially in the form annexed hereto as Exhibit 6;

(vi) Intellectual Property Transfer and Assignment Agreement, substantially in the form annexed hereto as Exhibit 7;

(vii) Purchaser and Sellers will enter into a mutually agreeable form of Transition Services Agreement (the "**Transition Services Agreement**"), substantially in the form annexed hereto as Exhibit 8; and

(viii) all other instruments of transfer, duly executed by the Purchaser as shall be necessary or appropriate.

¹ The DIP Release is not intended to release the Carve-Out under the DIP Orders, which Carve-Out shall continue to attach to the proceeds of the Transactions.

The foregoing conditions are for the sole benefit of the Sellers and may be waived by the Sellers, in whole or in part, at any time and from time to time in the sole discretion of the Sellers. In the event that the Closing shall occur, all of the foregoing conditions shall be of no further force or effect from and after the Closing.

Section 4.03 Conditions Precedent to the Obligations of the Purchaser The obligation of the Purchaser to consummate the Transactions under the Sale Documents is expressly subject to the fulfillment of each of the following conditions, unless waived by the Purchaser in writing, at or before the Closing:

(a) Representations and Warranties; Performance of Agreements.

(i) All of the representations and warranties of the Sellers set forth in the Sale Documents shall be true and correct in all respects on and as of the date hereof and as of the Closing Date with the same force and effect as though made on and as of the Closing Date (except to the extent that any representation or warranty is limited by its terms to a specific date or range of dates (in which case such representation and warranty need only be true and correct on the date or during the range of dates so specified)).

(ii) The Sellers shall have performed and complied in all material respects with all of its covenants and other obligations contained in the Sale Documents required to be performed or complied with by it at or before the Closing.

(iii) Between January 15, 2013 and the Closing, the Sellers shall have continued to provide the same level of service to its customers until the closing date including but not limited to calling rates and minutes delivered on products and industry standard network quality, it being understood that substantially all outbound traffic is carried on Purchaser's networks.

(iv) Between January 15, 2013 and the Closing, the sellers have not experienced a service outage that has materially affected the ability to service its products.

(v) Between January 15, 2013 and the Closing, the sellers shall not provide extra rebates, discounts or other credits to its customers to incentivize them to accelerate accounts receivable collections.

(vi) The Sellers have ensured that all retail Kare store customers have been properly supplied with inventory and serviced in the Ordinary Course of Business.

(b) Sale Order. The Bankruptcy Court shall have entered the Sale Order.

(c) Ancillary Agreements. The Purchaser shall have received the following, each dated the Closing Date and in full force and effect as of the Closing Date, in form and substance mutually satisfactory to the parties:

(i) one or more Bills of Sale, duly executed by the Sellers (each, a “**Bill of Sale**”), substantially in the form annexed hereto as Exhibit 9;

(ii) Assignment and Assumption Agreement, substantially in the form annexed hereto as Exhibit 6;

(iii) Intellectual Property Transfer and Assignment Agreement, substantially in the form annexed hereto as Exhibit 7;

(iv) the Sale Order, substantially in the form annexed hereto as Exhibit 10, or any related instruments and documents to release any and all Encumbrances on the Purchased Assets (other than Permitted Encumbrances);

(v) an affidavit of non-foreign status that complies with section 1445 of the Code in form and substance reasonably acceptable to the Purchaser, duly executed by the Sellers, substantially in the form annexed hereto as Exhibit 11;

(vi) such conveyancing or Transfer Tax forms or returns, if any, as are required to be delivered or executed by the Sellers under applicable Law in connection with the purchase and sale of the Purchased Assets;

(vii) Transition Services Agreement, substantially in the form annexed hereto as Exhibit 8; and

(viii) all other instruments of transfer, duly executed by the Sellers as shall be necessary or appropriate to vest in the Purchaser good and indefeasible title to the Purchased Assets and to permit the Purchaser to conduct the Business without interruption.

(d) Officer’s Certificate. The Purchaser shall have received a certificate, dated the Closing Date and executed by the Sellers’ chief executive officer or chief restructuring officer on behalf of the Sellers, certifying to the best of their knowledge as to the satisfaction of the conditions set forth in Section 4.03(a) hereof.

(e) Required Consents. The Purchaser shall have received copies of all of the Required Consents, and all such Required Consents shall be in full force and effect as of the Closing Date.

(f) No Actions. There shall be no Action or Order by any Governmental Body or any Action by any other Person seeking to restrain or prohibit the Transaction.

The foregoing conditions are for the sole benefit of the Purchaser and may be waived by the Purchaser, in whole or in part, at any time and from time to time in the sole discretion of the

Purchaser. In the event that the Closing shall occur, all of the foregoing conditions shall be of no further force or effect from and after the Closing.

Section 4.04 Tax Matters.

(a) The Sellers shall be responsible for Taxes imposed on the Sellers for any time period. The Purchaser shall be responsible for all Taxes imposed on the Purchaser for any time period. The Sellers and the Purchaser, as the case may be, shall provide reimbursement for any Tax paid by one party all or a portion of which is the responsibility of the other party pursuant to this Section 4.04(a). Within ten (10) days prior to the payment of such Tax, the party paying such Tax shall give notice to the other party of its portion of the Tax payable, and such party shall promptly deliver its portion of such Tax. Failure to so notify will not relieve the other party from its liability hereunder. The Sellers shall prepare or cause to be prepared all Tax Returns relating to any Taxes imposed on the Sellers. The Purchaser shall prepare or cause to be prepared all Tax Returns relating to any Taxes imposed on the Purchaser.

(b) Notwithstanding the foregoing, the Purchaser shall be responsible for payment of all Transfer Taxes payable in connection with the Transaction, if any, as well as any notary fees incurred in connection therein; *provided, however*, that the parties shall reasonably cooperate in availing themselves of any available exemptions from any collection of (or otherwise reduce) any such Transfer Taxes. Except as otherwise required by applicable Law, the Sellers will be responsible for filing any Tax Returns and complying with any procedures required in connection with all Transfer Taxes, in accordance with the Transition Services Agreement.

(c) Each of the parties shall (i) promptly notify the other in writing upon the commencement of any Tax audit, suit, action or proceeding (each a “**Tax Contest**”) relating to Taxes that could affect the Tax liability of the other party, (ii) keep the other party apprised of all developments relating to the Tax Contest, (iii) provide the other party with copies of all correspondence from any Tax Authority relating to any such Tax Contest, and (iv) will provide the other party with any final determination of such Tax Contest.

(d) The Sellers and the Purchaser will provide each other with such cooperation and information as either of them reasonably may request of the other in filing any Tax Return, amended Tax Return or claim for refund, determining a liability for Taxes or a right to a refund of Taxes, or participating in or conducting any audit or other proceeding in respect of Taxes. Such cooperation and information shall include providing copies of relevant Tax Returns or portions thereof, together with accompanying schedules, related work papers and documents relating to rulings and other determinations by Tax Authorities. The Sellers and the Purchaser shall retain all Tax Returns, schedules and work papers, records and other documents in its possession relating to Taxes relating to the Business or the Purchased Assets for a taxable period first ending after the Closing Date and for all prior taxable periods until the later of: (i) the expiration of the statute of limitations of the taxable periods to which such Tax

Returns and other documents relate, without regard to extensions except to the extent notified by the other party in writing of such extensions for the respective Tax periods; or (ii) six (6) years following the due date (without extension) for such Tax Returns. Any information obtained under this Section 4.04(d) shall be kept confidential except as may be otherwise necessary in connection with the filing of Tax Returns or claims for refund or in conducting any audit or other proceeding.

ARTICLE V

Representations and Warranties of the Sellers About the Sellers

The Sellers represent and warrant to the Purchaser as of the date hereof and as of the Closing Date as follows:

Section 5.01 Existence and Power

Each of the Sellers (i) is a corporation or limited liability company, as the case may be, duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation; (ii) is duly qualified under the laws of, or is licensed to do business as a foreign corporation or limited liability company, and is in good standing in each jurisdiction in which such qualification or license is required to own, lease or license the Purchased Assets or to operate or carry on the Business; and (iii) has all necessary corporate power and authority required to own, lease or license the Purchased Assets, and to operate and carry on the Business as presently conducted, except in the case of clause (ii) where the failure to have such qualification or license would not have a Material Adverse Effect.

Section 5.02 Authorization; Binding Effect. Except for such authorization as is required by the Bankruptcy Court, the Sellers have all requisite power and authority to execute and deliver each Sale Document to which the Sellers are party, to perform their obligations hereunder and thereunder, and to consummate the Transactions. The execution and delivery of this Agreement and the consummation of the Transactions by the Sellers have been duly authorized by each of their Boards and no other corporate approvals on the part of the Sellers are necessary to authorize the Agreement or to consummate the Transactions, other than the approval of the Transactions and the adoption of the Agreement by the Bankruptcy Court. This Agreement has been, and each of the other Sale Documents will be at or prior to the Closing, duly and validly executed and delivered by the Sellers and (assuming the due authorization, execution and delivery by the other parties hereto and thereto and the entry of the Sale Order) this Agreement constitutes, and each of the other Sale Documents when so executed and delivered will constitute, a valid and binding obligation of the Sellers, enforceable against the Sellers in accordance with its terms.

Section 5.03 Consents Except for the Sale Order (the “**Required Consents**”), no Consents are required on behalf of the Sellers in connection with (a) the due execution and delivery by the Sellers of the Sale Documents and the performance of the Sellers’ obligations thereunder; and (b) the consummation of the Transactions by the Sellers. As of the Closing Date, all of the Required Consents will have been obtained and will be in full force and effect.

Section 5.04 Absence of Certain Changes. Except for actions taken by the Sellers at the Purchaser's express written direction, since the Auction, (a) the Sellers have conducted the Business in the Ordinary Course of Business; (b) there has not been any event or occurrence of any condition that has had or would reasonably be expected to have a Material Adverse Effect; and (c) there have been no actions taken which, if taken after the date of this Agreement without the Purchaser's express written consent, would violate the provisions of Section 7.01 of this Agreement.

Section 5.05 Purchased Assets.

(a) Purchased Assets; Transfer of Title to Purchased Assets. The Sellers have valid title to or a valid leasehold interest in all of the Purchased Assets, which, pursuant to the Sale Order, shall be free and clear of all Encumbrances, except Permitted Encumbrances and as otherwise set forth on Exhibit 2. Assuming entry of the Sale Order and receipt of all of the Required Consents prior to the Closing, upon delivery to the Purchaser at the Closing by the Sellers of the agreements, documents and instruments set forth in Section 4.03(c) and the payment of all Cure Costs by the Purchaser, valid title to, or, in the case of property leased or licensed by the Sellers, valid leasehold interests in, the Assigned Agreements will pass to the Purchaser on the Executory Contract Designation Date or the Lease Designation Date, as the case may be, free and clear of any Encumbrances, except Permitted Encumbrances, to the fullest extent permissible under Section 365 of the Bankruptcy Code. Assuming entry of the Sale Order and receipt of all of the Required Consents prior to the Closing, upon delivery to the Purchaser at the Closing by the Sellers of the agreements, documents and instruments set forth in Section 4.03(c), valid title to, or, in the case of property leased or licensed by the Sellers, valid leasehold interests in, the Purchased Assets other than the Assigned Agreements will pass to the Purchaser, free and clear of any Encumbrances, except Permitted Encumbrances, to the fullest extent permissible under Section 365 of the Bankruptcy Code.

(b) Condition of Purchased Assets. The tangible Purchased Assets have been maintained in accordance with normal industry practice and are in reasonable operating condition and repair for the purposes for which they are used (subject to ordinary wear and tear).

Section 5.06 Intellectual Property.

(a) Company Intellectual Property. Exhibit 7 hereto sets forth a correct and complete list and description of (i) all Intellectual Property owned by the Sellers (the "**Owned Intellectual Property**"); and (ii) all Intellectual Property licensed from a Third Party ("**Intellectual Property Licensor**") by the Sellers, excluding Off the Shelf Licenses (the "**Licensed Intellectual Property**", and together with the Owned Intellectual Property the "**Company Intellectual Property**"), in each case, including a correct and complete list of all jurisdictions in which all trademarks, copyrights, patents, and domain names (whether owned or licensed) are registered, issued or applied for and all registration, grant and application numbers (the "**Intellectual Property List**").

(b) Ownership or Right to Use. Except as disclosed in the Intellectual Property List:

(i) the Sellers are the exclusive owners of the Owned Intellectual Property, free and clear of all Encumbrances other than Permitted Encumbrances;

(ii) the Sellers have valid and enforceable licenses to use all the Licensed Intellectual Property, is in compliance in all material respects with contractual obligations relating to the Licensed Intellectual Property (except as set forth on Exhibit 2) it uses pursuant to any license, and will not, as a result of this Agreement or the performance of its obligations under this Agreement, be in breach of any such license;

(iii) all necessary registration, maintenance and renewal fees have been paid and all necessary documents have been filed with the United States Patent and Trademark Office or foreign patent and trademark office in the relevant foreign jurisdiction for the purposes of maintaining both the Owned Intellectual Property that is registered, and, to the knowledge of the Sellers, the Licensed Intellectual Property that is registered;

(iv) neither the ownership or use of the Company Intellectual Property nor the operation of the Business has infringed, misappropriated or conflicted with and does not infringe, misappropriate or conflict with any material Intellectual Property of any other Person. To the knowledge of the Sellers, no unauthorized Person is using any of the Company Intellectual Property;

(v) except as disclosed in the Intellectual Property List, no Actions are pending or, to the knowledge of the Sellers, threatened which challenge the Sellers' rights in, or the validity or enforceability of, the Owned Intellectual Property, nor, to the knowledge of the Sellers, is there any legitimate basis for any such Claim; and, to the knowledge of the Sellers, no Actions are pending or threatened which challenge any Intellectual Property Licensor's rights in, or the validity or enforceability of, the Licensed Intellectual Property, nor, to the knowledge of the Sellers, is there any legitimate basis for any such Claim; and

(vi) within the past twelve months, the Sellers have made no Claim of a violation, disclosure, infringement, misuse or misappropriation by any Third Party, of their rights to, or in connection with, the Owned Intellectual Property; and within the past twelve months, to the knowledge of the Sellers, no Intellectual Property Licensor has made any Claim of a violation, infringement, misuse or misappropriation by any Third Party of any Intellectual Property Licensor's rights to, or in connection with, the Licensed Intellectual Property.

(c) Confidentiality of Intellectual Property. The Company Intellectual Property has been maintained in confidence in accordance with protection procedures customarily used in the industry of the Sellers to protect rights of like importance and, to

the extent that any portion of the Company Intellectual Property would otherwise qualify as a “trade secret”, which would be necessary to preserve its status as trade secrets under applicable Laws.

Section 5.07 Brokers. SSG Capital Advisors LLC is the Sellers’ exclusive investment banker and the only Person entitled to a transaction fee from the Sellers in connection with the Transactions contemplated hereby as set forth in the Order of the Bankruptcy Court dated as of December 14, 2012.

Section 5.08 Taxes. [Intentionally deleted]

Section 5.09 Insurance. [Intentionally deleted]

Section 5.10 No Other Representations or Warranties. Except for the representations and warranties contained in this ARTICLE V (as modified by the Exhibits hereto), neither the Sellers nor any other Person make any other express or implied representation or warranty with respect to the Sellers, the Business, the Purchased Assets, the Assumed Liabilities or the Transactions, and the Sellers disclaim any other representations or warranties, whether made by the Sellers, any Affiliate of the Sellers or any of their respective Representatives. Except for the representations and warranties contained in this ARTICLE V (as modified by the Exhibits hereto as supplemented or amended), the Sellers (a) expressly disclaim any representation or warranty, expressed or implied, at common law, by statute, or otherwise, relating to the condition of the Purchased Assets (including any implied or expressed warranty of merchantability or fitness for a particular purpose, or of conformity to models or samples of materials); and (b) hereby disclaim all liability and responsibility for any representation, warranty, projection, forecast, statement, or information made, communicated, or furnished (orally or in writing) to the Purchaser or its Affiliates or Representatives (including any opinion, information, projection, or advice that may have been or may be provided to the Purchaser by any Representative of the Sellers or any of their Affiliates). The Sellers make no representations or warranties to the Purchaser regarding the probable success or profitability of the Business. The disclosure of any matter or item in any schedule hereto shall not be deemed to constitute an acknowledgment that any such matter is required to be disclosed.

ARTICLE VI

Representations and Warranties of the Purchaser

The Purchaser represents and warrants to the Sellers as of the date hereof and as of the Closing Date as follows:

Section 6.01 Existence and Power. The Purchaser (a) is a limited liability company, duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization; and (b) has all necessary power and authority to execute and deliver each of the Sale Documents and to consummate the Transactions and to perform its obligations under the Sale Documents.

Section 6.02 Authorization; Binding Effect. The execution and delivery by the Purchaser of each of the Sale Documents to which the Purchaser is a party, the performance by the Purchaser of its obligations under such Sale Documents and the consummation of the Transactions by the Purchaser has been duly authorized by all necessary limited liability company action on the part of the Purchaser. Assuming the due authorization, execution and delivery by the other parties hereto and thereto, each of the Sale Documents to which the Purchaser is or may become a party is, or, when executed and delivered in accordance with this Agreement will be, legal, valid and binding obligations of the Purchaser enforceable against the Purchaser in accordance with its terms, except that such enforcement may be limited by the Enforceability Exceptions.

Section 6.03 Contravention. Neither the execution, delivery and performance of the Sale Documents by the Purchaser nor the consummation of the Transactions by the Purchaser will (with or without notice or lapse of time or both) (a) violate or breach any provision of the Purchaser's Organizational Documents; (b) violate or breach any Law by which the Purchaser or any of its assets or properties, are bound; or (c) breach or result in a default under any material Contract to which the Purchaser is a party or by which the Purchaser or any of its material assets or properties, are bound, except with respect to clauses (b) or (c), for such violations, breaches, defaults, other events which would not adversely affect the ability of the Purchaser to perform its obligations under the Sale Documents or to consummate the Transactions.

Section 6.04 Consents. No material Consents are required on behalf of the Purchaser in connection with (a) the due execution and delivery by the Purchaser of the Sale Documents and the performance of the Purchaser's obligations thereunder; and (b) the consummation of the Transactions by the Purchaser, except, in each case, for those Consents, the absence of which would not adversely affect the ability of the Purchaser to perform its obligations under the Sale Documents.

Section 6.05 Litigation. There is no Action pending or, to the Purchaser's knowledge, threatened against the Purchaser that involves any of the Transactions or that is reasonably likely to prohibit or restrain the ability of the Purchaser to enter into this Agreement or consummate the Transactions.

Section 6.06 Brokers. No Person has acted, directly or indirectly, as a broker, finder or financial advisor for the Purchaser in connection with the Transactions contemplated hereby and no Person is entitled to any fee or commission or like payment in respect thereof.

Section 6.07 Compliance with Laws. To the knowledge of the Purchaser, the Purchaser is in compliance in all material respects with each material Law applicable to the Purchaser and its material assets and properties, except for any such noncompliance which could not reasonably be expected to adversely affect the ability of the Purchaser to perform its obligations under the Sale Documents or to consummate the Transactions.

Section 6.08 AS IS SALE. THE PURCHASER ACKNOWLEDGES THAT EXCEPT AS SPECIFICALLY AND EXPRESSLY SET FORTH IN ARTICLE V HEREOF (AS MODIFIED BY THE EXHIBITS HERETO, AS SUPPLEMENTED OR AMENDED), THE

SELLERS MAKE NO REPRESENTATIONS OR WARRANTIES (WHETHER EXPRESS OR IMPLIED) OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR USE OR OTHERWISE IN REGARD TO THE PURCHASED ASSETS, THE BUSINESS OR AS TO THE PROSPECTS OF THE BUSINESS OF THE SELLERS, OR THEIR PROFITABILITY FOR THE PURCHASER. ACCORDINGLY, EXCEPT AS SPECIFICALLY AND EXPRESSLY SET FORTH IN ARTICLE V HEREOF, PURCHASER WILL ACCEPT THE PURCHASED ASSETS AT THE CLOSING “AS IS,” “WHERE IS,” AND “WITH ALL FAULTS.” ANY CLAIMS PURCHASER MAY HAVE FOR BREACH OF REPRESENTATION OR WARRANTY SHALL BE BASED SOLELY ON THE REPRESENTATIONS AND WARRANTIES OF THE SELLERS SET FORTH IN ARTICLE V HEREOF (AS MODIFIED BY THE EXHIBITS HERETO, AS SUPPLEMENTED OR AMENDED). THE PURCHASER ACKNOWLEDGES THAT (A) THE TANGIBLE PERSONAL PROPERTY INCLUDED IN THE PURCHASED ASSETS CONSTITUTES USED PROPERTY AND (B) THE PURCHASER IS KNOWLEDGEABLE AND EXPERIENCED IN THE INDUSTRY IN WHICH THE SELLERS OPERATE.

Section 6.09 Due Diligence. Purchaser acknowledges that it has conducted, to its satisfaction, its own independent investigation of the Business and, in making the determination to proceed with the Transactions, Purchaser has relied on the results of its own independent investigation. Purchaser acknowledges that it is able to fend for itself, can bear the economic risk of its purchase of the Purchased Assets and assumption of the Assumed Liabilities, and has such knowledge and experience in financial or business matters that it is capable of evaluating the merits and risks of such purchase.

Section 6.10 Financing. The Purchaser will have on hand on or prior to the expected Closing Date, cash and cash equivalents or financial commitments therefor in an amount sufficient to enable it to consummate the Transactions.

Section 6.11 Adequate Capitalization. As of the date hereof, the Purchaser is sufficiently capitalized to pay its debts as they come due.

ARTICLE VII Pre-Closing Covenants of the Sellers and the Purchaser

Section 7.01 Conduct of Business Pending Closing.

The Sellers agree that, subject in all events and in each case, to the Sellers’ rights and obligations as debtors in possession under the Bankruptcy Code, from the date of this Agreement through the earlier to occur of (x) the Closing Date; and (y) the date on which this Agreement is terminated in accordance with the provisions of Section 9.01 hereof (such period, the “**Pre-Closing Period**”), the Sellers will:

(a) Conduct of Business. Conduct the Business in a manner consistent with the past practices of the Sellers prior to the commencement of the Bankruptcy Case and the Sellers will not engage in any transactions out of the Ordinary Course of Business.

(b) Payment of Obligations. Promptly and timely pay and discharge in the Ordinary Course of Business in good faith and to the extent funds are available for such payment, all Taxes and other material obligations assessed, levied or imposed upon, or required to be withheld by, or otherwise owing by, the Sellers or with respect to the Purchased Assets or the Business.

(c) Sale of Assets; Encumbrances. Not (i) Transfer any of the Purchased Assets, except Inventory sold in the Ordinary Course of Business; (ii) dispose of, or trade in, any of the Equipment or Fixtures; or (iii) create, incur, assume, or suffer to exist any Encumbrance upon or with respect to any of the Purchased Assets.

(d) Intellectual Property. Not grant any rights with respect to any Company Intellectual Property or fail to maintain in full force and effect the Company Intellectual Property.

(e) Compensation. Not increase the aggregate amount of compensation of the officers or employees of the Sellers including base salaries and bonuses of all types, whether paid or accrued, except as may be required pursuant to the terms of any Contract in existence on the date of this Agreement.

(f) Compliance With Laws. Comply in all material respects with all Laws applicable to the Sellers, the Business, the Purchased Assets or the Assumed Liabilities.

(g) Maintenance of Relationships. Use its commercially reasonable efforts to preserve its current relationships with its customers, suppliers, vendors, regulators and other Persons with which it has material business relationships.

(h) Accounting Procedures. Not make any changes in accounting methods, principles or practices, except as required by a change in GAAP or applicable Law.

(i) Maintenance of Existence. Preserve and maintain its corporate existence and good standing in the jurisdiction of its incorporation, and qualify and remain qualified as a foreign corporation in each jurisdiction in which such qualification is required.

(j) Maintenance of Records. Keep adequate records and books of account reflecting all its financial transactions, keep minute books containing accurate records of all meetings and accurately reflecting all corporate action of its shareholders and its board of directors (including committees).

(k) Maintenance of Purchased Assets. Maintain, keep and preserve the Purchased Assets in good working order and condition, ordinary wear and tear excepted.

(l) Incurrence of Indebtedness. Not incur any Indebtedness or assume, guarantee or endorse any Indebtedness of any other Person.

(m) Capital Expenditures. Not make or commit to make any capital expenditures.

(n) Receivables. Not accelerate the collection of or shorten the customary collection cycles for, solicit early collection of or alter in any material respect any discounts or other incentives for early payment of receivables.

(o) Insurance. Not fail to maintain insurance policies to the extent and at the levels maintained by the Sellers as of the date of this Agreement with respect to the Business and the Purchased Assets.

(p) Distributions and Redemptions. Not authorize, declare or pay any dividends on or make any distribution with respect to their outstanding shares of capital stock or other equity securities (whether in cash, assets, stock or other securities), or redeem, purchase or acquire any capital stock or other securities of any Seller or make any other payment to or on behalf of any shareholder or other equity holder of any Seller or any Affiliate thereof.

(q) Commitments. Not commit or agree to take any of the actions specified in this Section 7.01.

Section 7.02 Access to Information; Cooperation.

(a) Access to Information.

(i) The Sellers understand and acknowledge that the Purchaser requires reasonable access to the Sellers, the Purchased Assets and the Business during the Pre-Closing Period.

(ii) The Sellers agree that, during the Pre-Closing Period, the Sellers will:

(A) give the Purchaser and its authorized Representatives, upon reasonable advance notice and under reasonable circumstances, (I) access during regular business hours to all plants, offices, personnel, warehouses, facilities, properties, books, Contracts, commitments and records of the Sellers, including with respect to the Purchased Assets, the Assumed Liabilities and the Business, and (II) such financial and operating data and other information with respect to the Business and the Purchased Assets as any of them may from time to time reasonably request; and

(B) permit the Purchaser and its authorized Representatives to make such inspections thereof as any of them may reasonably request.

Notwithstanding the foregoing, (i) the Purchaser and its Representatives shall not unreasonably interfere with or disrupt the Sellers' business and operations; (ii) no information obtained pursuant to this Section 7.02 shall (x) be deemed to amend or supplement any of the Exhibits

hereby; (y) be deemed to cure any breach of any representation, warranty, covenant or agreement or to satisfy any condition; or (z) limit or otherwise affect the remedies available hereunder to the Purchaser; (iii) nothing in this Section 7.02 shall require the Sellers to (x) disclose information subject to attorney-client privilege or conflict with any confidentiality obligations by which the Sellers are bound or (y) create or draft any document that is not created in the Ordinary Course of Business or does not exist as of the date of a request pursuant to this Section 7.02 and (iv) a Representative of the Sellers shall accompany the Purchaser and its authorized Representatives while conducting any inspections by the Purchaser pursuant to this Section 7.02.

(b) Cooperation. During the Pre-Closing Period, the Sellers and the Purchaser shall use their respective commercially reasonable efforts to cooperate with one another to consummate the transactions contemplated by the Sale Documents, including obtaining all Consents of Governmental Bodies that may be or become necessary in connection with the consummation of the Transactions, and use their respective commercially reasonable efforts avoid the entry of any Order prohibiting the consummation of the Transactions, and shall furnish to the other all such information in its possession as may be necessary for the completion of the notifications to be filed by the other. Without limiting the foregoing, the Sellers shall provide commercially reasonable assistance to the Purchaser to promptly obtain or consummate the transfer to the Purchaser of any Permit, including the FCC Licenses, required to own or operate the Purchased Assets under applicable Laws.

Section 7.03 Financing. The Purchaser expressly acknowledges and agrees that (a) the Purchaser's obligation to consummate the Transactions is not subject to the Purchaser's receipt of financing; and (b) it is not a condition to the Purchaser's obligation to consummate the Transactions that the Purchaser obtain any financing.

ARTICLE VIII Covenants of the Sellers and the Purchaser

Section 8.01 Cooperation. Following the Closing (a) all cash and other remittances relating primarily to the operation of the Business after the Closing and all mail and other communications relating to the Purchased Assets or the Business received by the Sellers or their Affiliates shall be promptly turned over to the Purchaser by the Sellers; and (b) all cash and other remittances, mail and other communications relating primarily to any Excluded Asset that are received by the Purchaser or its Affiliates shall be promptly turned over to the Sellers by the Purchaser. Each party agrees to cooperate with the others, and to cause its subsidiaries and successors to do so, in the preparation for and prosecution of any litigation and disputed Claims against distributors, including litigation related to unpaid receivables, as set forth in Schedule 2.02.

Section 8.02 Preservation of Records. The Purchaser agrees that it shall preserve and keep the books and records held by it or its Affiliates relating to the Business for a period of six (6) years from the Closing Date and shall make such books and records (and its personnel, Representatives, attorneys, accountants and properties) available to the Sellers (and their estates, successors, assignees and any their respective representatives) or the Committee (and its

Representatives) as may be reasonably required by any of them in connection with, among other things, any insurance claims by, legal proceedings brought by, against or on behalf of, or Tax audits against, or governmental investigations of, the Sellers, any of their Affiliates or their estates, or in order to enable the Sellers to comply with its obligations under this Agreement, any other Sale Document or the Bankruptcy Code. The Sellers (and their estates, successors, assignees and any their respective representatives) or the Committee (and its Representatives) shall be entitled to inspect and make copies of any such books and records held by the Purchaser or its Affiliates upon reasonable advance notice and during business hours. In the event the Purchaser wishes to destroy such books and records before or after that time, it shall first give 90 days prior written notice to the Sellers (and their successors and Representatives appointed by the Bankruptcy Court, if any) and the Committee (and its Representatives), and the Sellers (and their estates, successors, assignees and any their respective representatives) and the Committee (and its Representatives) shall have the right, at their option and expense, upon prior written notice given to the Purchaser within such 90-day period, to take possession of the records within 180 days after the date of such notice.

Section 8.03 WARN Act and Other Employee Termination Costs. In accordance with the terms of the Transition Services Agreement, one (1) day prior to the Closing, the Purchaser shall advise the Sellers as to those employees it wishes to hire and offer employment and the Sellers shall terminate all such employees (such terminated employees, the “**Potential Transferred Employees**”). Potential Transferred Employees who are to be hired by Purchaser (or its applicable Affiliate), in its sole discretion, as of the time they first perform services for Purchaser (or its applicable Affiliate), shall each be required, as a condition to employment with the Purchaser, to execute a waiver in favor of the Sellers with regard to all Liabilities and costs in connection with the termination of such employees are herein referred to as “**Transferred Employees**.” The Purchaser shall not employ any of the Potential Transferred Employees unless such Potential Transferred Employee has first delivered to the Sellers an Transitional Employment Release. The Sellers shall be responsible for and assume all Liabilities and costs in connection with the termination of any remaining employees of the Sellers on or after the date hereof including (a) for any and all WARN Act notices, payments, fines or assessments, including attorneys’ fees reasonably incurred by the Sellers in connection therewith, with respect to the employment, discharge or layoff of any such employees; and (b) to the extent required by applicable Law, for any continuation coverage under COBRA or similar state Laws as any such terminated employee may elect.

Section 8.04 Privacy Policy. To the extent that the Sellers are selling any “personally identifiable information” (as that term is defined in 11 U.S.C. §101(41A)) to the Purchaser, the Purchaser agrees that it will comply with, and be bound by, the Sellers’ privacy policy.

Section 8.05 Adequate Capitalization. During the fifteen (15) month period following the Closing, the Purchaser will make reasonable efforts to ensure that it is sufficiently capitalized to pay its debts as they come due.

ARTICLE IX
Termination and Expenses

Section 9.01 Termination. The obligations of the parties to consummate the Transactions under the Sale Documents may be terminated at any time prior to the Closing by:

- (a) the mutual consent of the Sellers and the Purchaser;
- (b) the Sellers, if the Purchaser shall have breached any of its representations, warranties, covenants or other agreements contained in the Sale Documents, which breach (i) would give rise to the failure of a condition set forth in Section 4.02, and (ii) cannot be or has not been cured by the date which is five (5) Business Days after the giving of written notice by the Sellers to the Purchaser specifying such breach;
- (c) the Purchaser, if the Sellers shall have breached any of its representations, warranties, covenants or other agreements contained in the Sale Documents, which breach (i) would give rise to the failure of a condition set forth in Section 4.03, and (ii) cannot be or has not been cured by the date which is ten (10) Business Days after the giving of written notice by the Purchaser to the Sellers specifying such breach;
- (d) the Purchaser, if the Sellers fail to comply with the terms of the Bidding Procedures Order;
- (e) the Sellers, if the Purchaser fails to comply with the terms of the Bidding Procedures Order;
- (f) the Purchaser, if the Bidding Procedures Orders or the Sale Order has been stayed, modified, amended, supplemented, reversed, vacated or otherwise rendered ineffective by any court of competent jurisdiction without the Purchaser's prior written consent or otherwise fails to be in full force and effect;
- (g) the Purchaser or the Sellers, if any Governmental Body shall have issued an Order or taken any other action, which permanently restrains, enjoins or otherwise prohibits the Transactions, and such Order or other action shall have become final and non-appealable;
- (h) the Sellers, if the Closing has not been consummated by the close of business on February 8, 2013 as the result of the Purchaser's failure to satisfy any of its conditions precedent to Closing, in which event the Sellers shall have the right, but not the obligation, to terminate this Agreement and be authorized, but not required, to consummate a sale of the Purchased Assets to any other party; or
- (i) the Purchaser, if the Closing has not been consummated by February 4, 2013 as the result of the Sellers' failure to satisfy any of their conditions precedent to Closing, in which event the Purchaser shall have the right, but not the obligation, to terminate this Agreement.

Any such termination shall be in writing delivered to the other parties hereto in accordance with the provisions of Section 10.01 hereof.

Section 9.02 Effect of Termination. In the event of a termination of this Agreement under Section 9.01, this Agreement will become void and of no further force or effect, except for the provisions of (a) Section 9.03 relating to the payment of fees and expenses; (b) the Deposit, which the Sellers will keep if the Purchaser breaches under Section 9.01(b) or Section 9.01(e); (c) ARTICLE X; (d) this Section 9.02; and (e) the defined terms related to the foregoing (collectively, the “**Surviving Provisions**”), which shall survive such termination, and no party shall have any liability whatsoever with respect to this Agreement (other than with respect to the Surviving Provisions).

Section 9.03 Fees and Expenses. Except as expressly set forth in this Agreement, each of the parties hereto will be responsible for and pay its own legal, accounting and other fees and expenses, including reasonable attorneys’ and accountants’ fees and expenses, incurred in connection with the Transactions, including the due diligence review, and the negotiation, preparation and execution of the Sale Documents.

ARTICLE X
Miscellaneous

Section 10.01 NONSURVIVAL OF REPRESENTATIONS, WARRANTIES AND COVENANTS EXCEPT AS OTHERWISE PROVIDED HEREIN, ALL REPRESENTATIONS, WARRANTIES, COVENANTS AND AGREEMENTS OF THE SELLERS MADE HEREIN OR IN ANY OTHER AGREEMENT DELIVERED PURSUANT TO THIS AGREEMENT SHALL NOT SURVIVE BEYOND THE CLOSING AND THERE SHALL BE NO LIABILITY IN RESPECT THEREOF, WHETHER SUCH LIABILITY HAS ACCRUED PRIOR TO OR AFTER THE CLOSING, ON THE PART OF THE SELLERS OR ANY OF THEIR OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR AFFILIATES; PROVIDED, HOWEVER, THAT ANY COVENANT OR AGREEMENT IN THIS AGREEMENT WHICH, BY ITS TERMS, IS TO SURVIVE THE CLOSING, SHALL SURVIVE FOR THE DURATION OF SUCH COVENANT OR AGREEMENT.

Section 10.02 Notices. All notices, requests, demands and other communications to any party or given under any Sale Document will be in writing and delivered personally, by overnight delivery or courier, by registered mail or by telecopier (with confirmation received) to the parties at the address or telecopy number specified for such parties on the signature pages hereto (or at such other address or telecopy number as may be specified by a party in writing given at least five Business Days prior thereto). All notices, requests, demands and other communications will be deemed delivered when actually received. The Committee shall receive a copy of all notices, requests or demands issued pursuant to this Agreement.

Section 10.03 Counterparts. This Agreement may be executed simultaneously in one or more counterparts, and by different parties hereto in separate counterparts, each of which when executed will be deemed an original, but all of which taken together will constitute one and the same instrument. This Agreement and any amendments hereto or thereto, to the extent signed

and delivered by means of a facsimile machine or as an attachment to an electronic mail message in “pdf” or similar format, shall be treated in all manner and respects as an original agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. At the request of any party hereto or to any such agreement or instrument, each other party hereto shall re-execute original forms thereof and deliver them to all other parties. No party to any such agreement or instrument shall raise the use of a facsimile machine or electronic mail attachment in “pdf” or similar format to deliver a signature or the fact that any signature or agreement or instrument was transmitted or communicated through the use of a facsimile machine or as an attachment to an electronic mail message as a defense to the formation of a Contract and each such party forever waives any such defense.

Section 10.04 Amendment of Agreement. This Agreement may not be amended, supplemented, modified or waived except by an instrument in writing signed on behalf of each of the parties hereto, which amendment, supplement, modification or waiver shall be approved by the Court, or consented to in writing by the Sellers, the Purchaser and the Committee.

Section 10.05 Successors and Assigns; Assignability. This Agreement will be binding upon and inures to the benefit of and is enforceable by the respective successors and permitted assigns of the parties hereto. This Agreement may not be assigned by any party hereto without the prior written consent of all other parties hereto, except for the assignment of all or any part of the rights and obligations of either party under this Agreement, which may be freely assigned by either party to an Affiliate of such party either prior to or after the Closing Date; *provided*, that such party will remain liable for the performance of its obligations under this Agreement. Any assignment or attempted assignment in contravention of this Section will be void *ab initio* and will not relieve the assigning party of any obligation under this Agreement.

Section 10.06 Governing Law. This Agreement will be governed by, and construed in accordance with, the Laws of the State of New York applicable to Contracts executed in and to be performed entirely within that state, without reference to any choice or conflict of Law provision or rule (whether of the State of New York or any other jurisdiction) that would cause the application of Laws of any jurisdictions other than those of the state of New York.

Section 10.07 Integration. The Sale Documents (including the Exhibits hereto) contain and constitute the entire agreement of the parties with respect to the subject matter hereof and supersede all prior negotiations, agreements and understandings, whether written or oral, of the parties hereto.

Section 10.08 Severability. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of Law, or public policy, all other conditions and provisions of this Agreement will nevertheless remain in full force and effect so long as the economic or legal substance of the Transactions is not affected in any manner adverse to any party.

Section 10.09 No Third-Party Rights. Except with respect to the Committee’s rights under Section 8.02 and Section 10.02 of this Agreement, this Agreement is not intended, and will

not be construed, to create any rights in any parties other than the Sellers and the Purchaser, and no Person may assert any rights as third-party beneficiary hereunder, except that any rights, obligations or remedies of the Purchaser hereunder may be exercised by an Affiliate of the Purchaser as provided in Section 10.05.

Section 10.10 Submission to Jurisdiction. Without limiting any Party's right to appeal any Order of the Bankruptcy Court, (i) the Bankruptcy Court shall retain exclusive personal and subject matter jurisdiction to enforce the terms of this Agreement and to decide any claims or disputes which may arise or result from, or be connected with, this Agreement, any breach or default hereunder, or the Transactions; and (ii) any and all proceedings related to the foregoing shall be filed and maintained only in the Bankruptcy Court, and the parties hereby consent to and submit to the jurisdiction and venue of the Bankruptcy Court, consent to service of process at such locations as indicated in Section 10.02 hereof; *provided, however*, that if the Bankruptcy Case has closed, the parties agree to unconditionally and irrevocably submit to the exclusive jurisdiction of the United States District Court for the Southern District of New York sitting in New York County or the Commercial Division, Civil Branch of the Supreme Court of the State of New York sitting in New York County and any appellate court from any thereof, for the resolution of any such claim or dispute. The parties hereby irrevocably waive, to the fullest extent permitted by applicable Law, any objection which they may now or hereafter have to the laying of venue of any such dispute brought in such court or any defense of inconvenient forum for the maintenance of such dispute. Each of the parties agrees that a judgment in any such dispute may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by Law.

Section 10.11 Waiver of Jury Trial. Each of the Sellers and the Purchaser hereby waives any right to a trial by jury in any Action to enforce or defend any right under any Sale Document or any amendment, instrument, document or agreement delivered or to be delivered in connection with any Sale Document and agrees that any Action will be tried before a court and not before a jury.

Section 10.12 No Waiver; Remedies. No failure or delay by any party in exercising any right, power or privilege under this Agreement will operate as a waiver of the right, power or privilege. A single or partial exercise of any right, power or privilege will not preclude any other or further exercise of the right, power or privilege or the exercise of any other right, power or privilege. The rights and remedies provided in the Sale Documents will be cumulative and not exclusive of any rights or remedies provided by Law.

Section 10.13 Interpretation. As used in this Agreement, references to the singular will include the plural and vice versa and references to the masculine gender will include the feminine and neuter genders and vice versa, as appropriate. Unless otherwise expressly provided in this Agreement (a) the words "**hereof**", "**herein**" and "**hereunder**" and words of similar import when used in this Agreement will refer to this Agreement as a whole and not to any particular provision of this Agreement; and (b) article, section, subsection, schedule and exhibit references are references with respect to this Agreement unless otherwise specified. Unless the context otherwise requires, the term "**including**" will mean "including, without limitation." The headings in this Agreement and in the Schedules are included for convenience of reference only

and will not affect in any way the meaning or interpretation of this Agreement. References in this Agreement to any Law will refer to such Law as from time to time amended and to any Law successor thereto.

Section 10.14 Ambiguities. This Agreement was negotiated between legal counsel for the parties and any ambiguity in this Agreement shall not be construed against the party who drafted this Agreement.

Section 10.15 Incorporation of Exhibits. The Exhibits hereto are incorporated into this Agreement and will be deemed a part hereof as if set forth herein in full. References to “**this Agreement**” and the words “**herein**”, “**hereof**” and words of similar import refer to this Agreement (including the Exhibits) as an entirety. In the event of any conflict between the provisions of this Agreement and any Exhibit, the provisions of this Agreement will control. Capitalized terms used in the Exhibits have the meanings assigned to them in this Agreement. The Section references referred to in the Exhibits are to Sections of this Agreement, unless otherwise expressly indicated.

Section 10.16 Approval of Bankruptcy Court. Notwithstanding anything herein to the contrary, each party’s obligations under this Agreement are subject to approval of the Bankruptcy Court.

ARTICLE XI Bankruptcy Court Matters

Section 11.01 Consultation with the Purchaser. Subject to the attorney client privilege or any other confidentiality restrictions to which the Sellers are bound, the Sellers shall provide the Purchaser with a reasonable opportunity to review and comment upon all motions, applications, petitions, schedules and supporting papers, in each case which relate to or affect the Transactions, prepared by the Sellers (including forms of Orders and Notices to interested parties) prior to the filing thereof in the Bankruptcy Case. All motions, applications, petitions, schedules and supporting papers prepared by the Sellers and relating (directly or indirectly) to the Transactions to be filed on behalf of the Sellers after the date hereof must be reasonably satisfactory in form and substance to the Purchaser in its reasonable discretion.

Section 11.02 Sellers Assistance. The Sellers agrees that they will promptly take such actions as are reasonably requested by the Purchaser to assist in obtaining entry of the Sale Order, including furnishing affidavits or other documents or information for filing with the Bankruptcy Court for purposes, among others, of providing necessary assurances of performance by the Sellers of their obligations under this Agreement and demonstrating that the Purchaser is a good faith buyer under sections 363(m) and 1123 of the Bankruptcy Code.

Section 11.03 Purchaser Assistance. The Purchaser agrees that it will promptly take such actions as are reasonably requested by the Sellers to assist in obtaining entry of the Sale Order, and a finding of adequate assurance of future performance by the Purchaser, including furnishing affidavits or other documents or information for filing with the Bankruptcy Court for the purposes, among others, of providing necessary assurances of performance by the Purchaser

under this Agreement and demonstrating that the Purchaser is a “good faith” purchaser under sections 363(m) and 1123 of the Bankruptcy Code. The Purchaser shall not, without the prior written consent of the Sellers, file, join in, or otherwise support in any manner whatsoever any motion or other pleading relating to the sale of the Purchased Assets hereunder.


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

SELLERS:

Address for Notices:

1250 Broadway
New York, New York 10001
Attention: Philip J. Gund
Telephone No.: 212-660-2710
Facsimile No.: 212-660-2706

VIVARO CORPORATION, for itself and its affiliated debtors and debtors in possession

By: 
Name: Philip J. Gund
Title: Chief Restructuring Officer

With copies to:

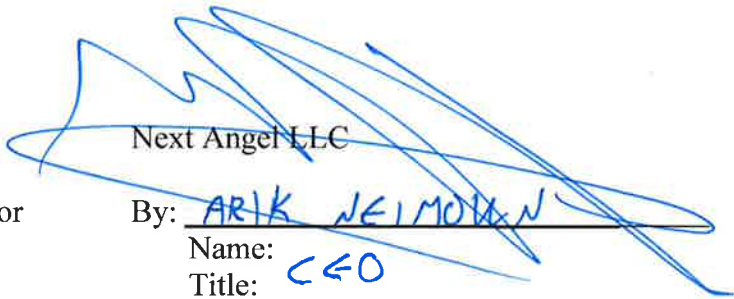

Herrick, Feinstein LLP
2 Park Avenue
New York, NY 10016
Attention: Frederick Schmidt, Esq.
Telephone No.: (212) 592-1400

Arent Fox LLP
1675 Broadway
New York, NY 10019
Attention: George P. Angelich, Esq.
Telephone No.: 212-484-3900
Facsimile No.: 212-484-3990

PURCHASER:

Address for Notices:

100 North Biscayne Boulevard, 9th Floor
Miami, Florida 33132


Next Angel LLC
By: 
Name: Arik Neimov
Title: CEO

By: _____
Name:
Title:

By: _____
Name:
Title:

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

SELLERS:

Address for Notices:

1250 Broadway
New York, New York 10001
Attention: Philip J. Gund
Telephone No.: 212-660-2710
Facsimile No.: 212-660-2706

VIVARO CORPORATION, for itself and its
affiliated debtors and debtors in possession

By: _____
Name:
Title:

With copies to:

Herrick, Feinstein LLP
2 Park Avenue
New York, NY 10016
Attention: Frederick Schmidt, Esq.
Telephone No.: (212) 592-1400

Arent Fox LLP
1675 Broadway
New York, NY 10019
Attention: George P. Angelich, Esq.
Telephone No.: 212-484-3900
Facsimile No.: 212-484-3990

PURCHASER:

Address for Notices:

100 North Biscayne Boulevard, 9th Floor
Miami, Florida 33132

Next Angel LLC

By: _____
Name: **PETER WANECK**
Title:

By: _____
Name:
Title:

By: _____
Name:
Title:

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

SELLERS:

Address for Notices:

1250 Broadway
New York, New York 10001
Attention: Philip J. Gund
Telephone No.: 212-660-2710
Facsimile No.: 212-660-2706

VIVARO CORPORATION, for itself and its
affiliated debtors and debtors in possession

By: _____
Name:
Title:

With copies to:

Herrick, Feinstein LLP
2 Park Avenue
New York, NY 10016
Attention: Frederick Schmidt, Esq.
Telephone No.: (212) 592-1400

Arent Fox LLP
1675 Broadway
New York, NY 10019
Attention: George P. Angelich, Esq.
Telephone No.: 212-484-3900
Facsimile No.: 212-484-3990

PURCHASER:


Address for Notices:

100 North Biscayne Boulevard, 9th Floor
Miami, Florida 33132

Next Angel LLC

By: _____
Name:
Title:

By: _____
Name:
Title:

By: 
Name: Gustavo M. de la Garza Ortega
Title: Member

With a copy to:

Wuersch & Gering LLP
100 Wall Street, 10th Floor
New York, NY 10005
Attention: Stephen McNally, Esq.
Telephone No.: (212)-509-5050

Akerman Senterfitt LLP
350 East Las Olas Boulevard
Suite 1600
Fort Lauderdale, FL 33301
Attention: Michael Goldberg, Esq.
Telephone No.: (954) 468-2444

Tarter Krinsky & Drogin LLP
1350 Broadway
New York, NY 10018
Attention: Rocco Cavaliere, Esq.
Telephone No.: (212) 216-1141

Solely with respect to its obligations under Sections 3.01(d) and 4.02(d), it is hereby accepted and agreed to:

Marcatel Com, S.A. De C.V.

By: _____
Name:
Title:

Solely with respect to its obligations under Sections 3.01(d) and 4.02(d), it is hereby accepted and agreed to:

Organizacion Radio Beep S.A. De C.V./Unifica

By: _____
Name:
Title:

Tarter Krinsky & Drogin LLP
1350 Broadway
New York, NY 10018
Attention: Rocco Cavaliere, Esq.
Telephone No.: (212) 216-1141

Solely with respect to its obligations under Sections 3.01(d) and 4.02(d), it is hereby accepted and agreed to:

Marcatel Com. S.A. De C.V.

By: 
Name: _____
Title: _____

Solely with respect to its obligations under Sections 3.01(d) and 4.02(d), it is hereby accepted and agreed to:

Organizacion Radio Beep S.A. De C.V./Unifica

By: 
Name: _____
Title: _____

Solely with respect to its obligations under Sections 3.01(a), 3.01(b), 3.01(e), 4.02(d) and 4.02(e), it is hereby accepted and agreed to:

Angel Telecom AG

By: _____
Name: _____
Title: _____

Next Communications, Inc.

By: _____
Name: _____
Title: _____

Solely with respect to its obligations under Sections 3.01(a), 3.01(e) and 4.02(e), it is hereby accepted and agreed to:

Tarter Krinsky & Drogin LLP
1350 Broadway
New York, NY 10018
Attention: Rocco Cavaliere, Esq.
Telephone No.: (212) 216-1141

Solely with respect to its obligations under Sections 3.01(d) and 4.02(d), it is hereby accepted and agreed to:

Marcatel Com, S.A. De C.V.

By: _____
Name:
Title:

Solely with respect to its obligations under Sections 3.01(d) and 4.02(d), it is hereby accepted and agreed to:

Organizacion Radio Beep S.A. De C.V./Unifica

By: _____
Name:
Title:

Solely with respect to its obligations under Sections 3.01(a), 3.01(b), 3.01(c), 4.02(d) and 4.02(e), it is hereby accepted and agreed to:

Angel Telecom AG

By:  _____
Name: PETER WINNECK
Title:

Next Communications, Inc.

By: _____
Name:
Title:

Solely with respect to its obligations under Sections 3.01(a), 3.01(e) and 4.02(e), it is hereby accepted and agreed to:

{25674257;3}

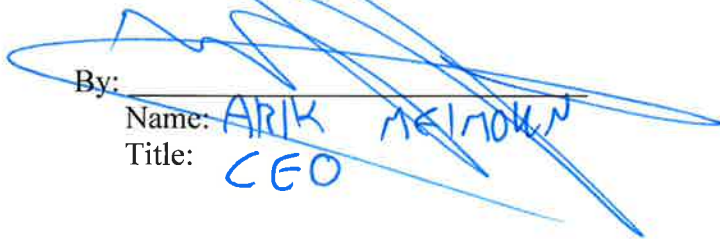
Solely with respect to its obligations under Sections 3.01(a), 3.01(b), 3.01(e), 4.02(d) and 4.02(e), it is hereby accepted and agreed to:

Angel Telecom AG

By: _____
Name:
Title:

Next Communications, Inc.

By: _____
Name: ARIK MELIKUN
Title: CEO



Solely with respect to its obligations under Sections 3.01(a), 3.01(e) and 4.02(e), it is hereby accepted and agreed to:

Angel Telecom (USA) Inc.

By: _____
Name:
Title:

Angel Telecom (USA) Inc.


By: 
Name: PETER WANJECK
Title:

Exhibit 1 – Purchased Assets

1. All accounts receivable and accompanying financial reports.
2. Rights to all brands and pins
3. All printed prepaid card inventory
4. All computer files containing artwork used to print prepaid calling cards and posters
5. All active and inactive prepaid calling card pins and related pin reports
6. All registered SMS RespOrg Id's and toll-free numbers
7. All currently existing access numbers including DID's and local registered numbers
8. Handheld PDA's used by Kare Sales reps and existing billing software
9. All customer lists
10. All trademarks and other intellectual property rights
11. All databases associated with Kare handheld PDA's to service Kare stores, subject to the terms of a mutually agreed Transition Services Agreement.
12. Phone switching equipment located 111 8th Avenue, New York, NY 10011
13. The FCC Licenses, but only to the extent that the FCC Licenses are assignable to Purchaser and without Purchaser's assumption of the Excluded Regulatory Liabilities.

Schedule 1 – FCC Licenses

STi Prepaid, LLC holds the following FCC Licenses:

- Four international Section 214 authorizations:
 - ITC-214-20010220-00085 (authority to provide global facilities-based and resold services);
 - ITC-214-20010618-00348 (authority to provide global facilities-based and resold services);
 - ITC-214-20020531-00293 (authority to provide global facilities-based and resold services);
 - ITC-214-20050315-00105 (authority to provide global facilities-based and resold services).

- One domestic Section 214 authorization.

STi Telecom, Inc. holds the following FCC Licenses:

- One international Section 214 authorization:
 - ITC-214-20031020-00495 (authority to provide global facilities-based and resold services)
- One domestic Section 214 authorization.

Exhibit 2 - Contracts and Cure Costs

Exhibit 2

Contract Counterparty	Address 1	Address 2	City	State	Zip Code	Description	Cure Amount	
2800 River Road, LLC (SM Brell LP)	25387 Network Place		Chicago	IL	60673-1253	Lease Agreement	\$884	
382 Communications Corporation	400 Crown Colony Drive 6th Floor		Quincy	MA	02169	Carrier	\$162,498	
75 Broad	PO Box 8000, Dept 351,		Buffalo	NY	14267	Lease Agreement	\$22,848	
8 Communications LLC	2332 Galiano Street 2nd Floor		Coral Gables	FL	33134	Carrier	\$15,931	
AGENT OF.COM	6 EAST 32ND STREET	4TH FLOOR	NEW YORK	NY	10016	Service Agreement	\$75,000	
AGRI PLACEMENT SERVICES INC	33 WEST STREET		CORNWALL	VT	5753	Distribution Agrmnt	\$0	
Alliance Group Services, Inc.	1221 post Road East		Westport	CT	06880	Carrier	\$50,691	
Alwex Insurance	15 Maiden Lane 8th Fl		New York	NY	10038	Insurance Broker	\$2,876	
America OnLine	770 Broadway		New York	NY	10003	Carrier	\$28,288	
AMERICAN PHONE CARD CO	3811 SEVIERVILLE ROAD		MARYVILLE	TN	37804	Distribution Agrmnt	\$0	
American Phone Card Co.	3811 Sevierville Road		Maryville	TN	37804	Distribution Agrmnt	\$0	
Americatel Peru, S.A.	Av. Canavi y Moreyra 480	Piso 20	San Isidro, Lima			Peru	Carrier	\$132,902
Amertel Communication	1343 UNIVERSITY BLVD EAST		TAKOMA PARK	MD	20912	Distribution Agrmnt	\$0	
Angel Telecom AG	Blegistrasse 11a		CH 6340 Baar			Schweiz	Carrier	\$1,040,016
AT&T	P.O. Box 5091		Carol Stream	IL	60197	Carrier	\$1,771	
AT&T Business Services	1055 Lenox Park Blvd., Room 4A34		Atlanta	GA	30319	Carrier	\$4,761	
AT&T Carrier Corp	529 S. 7TH STREET ROOM 2E		Springfield	IL	62703	Carrier	\$382,497	
AT&T DG	P. O. Box 9014		Carol Stream	IL	60197	Carrier	\$33,384	
AT&T Global Hubbing IP Access	P. O. Box 9014		Carol Stream	IL	60197	Carrier	\$10,354	
ATT IP BANDWIDTH	PO BOX 5019		CAROL STREAM	IL	60197-5019	Service Agreement	\$0	
Avalon Telecom Services	8275 S. Eastern Ave	Suite 200	Las Vegas	NV	89123	Carrier	\$0	
AXXESS COMMUNICATIONS INC	9923 S. Ridgeland Ave.		CHICAGO	IL	60415	Distribution Agrmnt	\$0	
Axxess Communications Inc.	9923 S. Ridgeland	Suite 208	Chicago Ridge	IL	60415	Distribution Agrmnt	\$0	
Backbone Communications, Inc.	P.O. Box 71765	550 S. Hope Street Suite 1050	LOS ANGELES	CA	90071	Carrier	\$28,636	
Bangla trac Communications Ltd	68 Road - 11, Block - H, Dhaka-1213					Bangladesh	Carrier	\$7,189
Bank of America Leasing (Oracle)	Lease Administration Center	PO Box 40587	Atlanta	Ga	30384	Service Agreement	\$70,570	
Barrett Business Services, Inc	Columbia Commercial Properties - PO Box 820406		Vancouver	WA	98682	Lease Agreement	\$501	
Beox LLC	501 SILVERSIDE RD	STE 105	WILMINGTON	DE	19809	Carrier	\$65,529	
Bestel USA	520 Iturbide Street		Laredo	TX	78041	Carrier	\$89,759	
Bestphone, S.A. de C.V.	Av. Vasco de Quiroga No. 2000 Col. Santa Fe, Del. Alvaro Obregon					Mexico	Carrier	\$3,660
Bharti Airtel Limited	Airtel Centre - Gurgaon Floor No. 3, Plot No. 16 Udyog Vihar, Phase - IV Gurgaon		Haryana			India	Carrier	\$89,899
BILLSOFT, INC.	8675 WEST 96TH STREET	SUITE 220	OVERLAND PARK	KS	66212	Service Agreement	\$2,160	
Blitz Telecom	1420 Lake Whitney Drive		Windermere	FL	34786	Carrier	\$18,220	
BLUE WOLF GROUP LLC	11 EASTH 26TH ST	21ST FLOOR	NEW YORK	NY	100100	Service Agreement	\$57,920	
Breezcom FZC	Rak Free Trade Zone P.O. Box 10559		RAK			UAE	Carrier	\$69,940
Broadvox	1228 Euclid Avenue, Suite 390		Cleveland	OH	44115	Carrier	\$18,326	
Bullseye Telecom, Inc. S.C.	25925 Telegraph Road Suite 210		Southfield	MI	48033	Carrier	\$216	
CA, INC.	BOX 3591	PO BOX 8500	PHILADELPHIA	PA	191783591	Service Agreement	\$8,523	
Cable & Wireless Limited	P.O. Box 272		Bridgetown			Barbados	Carrier	\$232,113
Call My Way NY S.A.	Costado Norte Colegio Abogados, Zapote,		San Jose			Costa Rica	Carrier	\$20,235
Calltrade Carrier Services USA Inc	421 7th Ave, Suite 1208		New York	NY	10001	Carrier	\$166,697	
Callvox Communications	330 West 38th Street, 14th Floor		New York	NY	10018	Carrier	\$29,470	
Cardepot Inc.	7000 Franklin Blvd.	Suite 720	Sacramento	CA	95823	Distribution Agrmnt	\$0	

Exhibit 2

							Cure		
Carrier PB Teleco, Inc.	100 N. Washington Street Suite 204		Falls Church	VA	22046	Carrier	\$27,045		
Centerstage	350 S MIAMI AVE	STE 3401	MIAMI	FL	33130	License Agreement	\$0		
Centurylink, Inc.	P.O. Box 4300		Carol Stream	IL	60197	Carrier	\$93,829		
Ceridian	P.O. Box 10989		NEWARK	NJ	07193		\$18,993		
CHASE PHONECARD	5918 CHASE RD.		DEARBORN	MI	48126	Distribution Agrmnt	\$0		
Cima Telecom	1728 SW 22 St Floor #7		Coral Glabes	FL	33145	Carrier	\$81,248		
CLEAR CONNECT	5177 -B BUFORD HWY NE		DORAVILLE	GA	30340	Distribution Agrmnt	\$0		
CM Tel (USA) LLC	700 Wilshire Boulevard 7th Floor		Los Angeles	CA	90017	Carrier	\$407,255		
COAST TO COAST	382 LAKEVIEW AVE		CLIFTON	NJ	07011	Distribution Agrmnt	\$0		
Codetel DR	Av. J F Kennedy 54		Santo Domingo			Dominican Republic	Carrier	\$108,435	
COGENT COMMUNICATIONS, INC	P. O. BOX 791087		BALTIMORE	MD	21279-1087	Service Agreement	\$3,943		
Colotel, S.A.	Lope de Vega Esq. San Martin Ave.		Santo Domingo			Dominican Republic	Carrier	\$555	
Colt Technology Services	Beaufort House	15 St. Botolph Street	London			UK	EC3A 7QN	Carrier	\$234,991
Compass Global, Inc.	50 Tice Blvd		Woodcliff Lake	NJ	07677	Carrier		\$118,791	
Computer-Tel, Inc.	2050 Russet Way		Carson City	NV	89703	Carrier		\$1,805	
Concur technologies	62157 Collections Center Drive		Chicago	IL	60693			\$0	
CONVERGED TECHNOLOGY GROUP	1377 MOTOR PARKWAY	SUITE 402	ISLANDIA	NY	11749	Service Agreement		\$25,895	
CSF Corporation	285 DAVIDSON AVENUE	Suite 103	SOMERSET	NY	8873	Carrier		\$22,295	
CSF CORPORATION	285 DAVIDSON AVENUE	SUITE 103	SOMERSET	NJ	8873	Service Agreement		\$17,258	
Cube Smart	3494 Gwinnett Place Dr		Duluth	GA	30096	Storage		\$129	
CYBERSOURCE CORPORATION	FILE 74009	PO BOX# 60000	SAN FRANCISCO	CA	94160	Service Agreement		\$18,139	
CYBERSOURCE CORPORATION	FILE 74009	PO BOX# 60000	SAN FRANCISCO	CA	94160	Service Agreement		\$1,155	
DALLO INC	2940 PILLSBURY AVE #6		MINNEAPOLIS	MN	55408	Distribution Agrmnt		\$0	
Dasaro USA LLC	7682 SW 169th street		Miami	FL	33157	Carrier		\$6,723	
Datora Telecom	Trinity Chambers 4301 Road Town		Tortola			BVI	Carrier	\$1,607	
Dezco Communications, Inc.	13506 S. Kenton St.		Crestwood	IL	60445	Distribution Agrmnt		\$0	
Diamond Phone Cards	11181 Denton DR STE#104		DALLAS	TX	75229	Distribution Agrmnt		\$0	
Diga Entertainment LLC	501 S. Reino Road, Suite 300		Thousand Oaks	Ca	91320	License Agreement		3,652.76	
Digicel Intemational	40 Knutsford Boulevard		Kingston 5			Jamaica	Carrier	\$481,298	
DOLLAR GENERAL	100 MISSION RIDGE		GOODLETTSVILLE	TN	37072	Distribution Agrmnt		\$0	
DTI	1200 CALIFORNIA AVE		BAKERSFIELD	CA	93304	Distribution Agrmnt		\$0	
EASTERN POINT COMMUNICATIONS LLC	JAMES BALESTRACI 25 BRAINTREE HILLS OFFICE PARK		Braintree	MA	02186	Carrier		\$279,112	
Endstream Communications, LLC	P.O. Box 3085		Hickville	NY	11802	Carrier		\$15,269	
Entel Chile, S.A.	Avenida Andres Bello 2687 Piso 12		Las Condes, Santiago			Chile	Carrier	\$536,168	
Enterprise Fleet Management	PO Box 800089		Kansas City	Mo	64180	Vehicle Lease		\$27,669	
EQUIFAX AUTHENTICATION SVCS	PO BOX 105835		ATLANTA	GA	30348-5835			\$1,484	
Equinix, Inc.	4252 Solutions Center		Chicagi	IL	60677	Service Agreement		\$137,260	
Euronet Worldwide	4601 COLLEGE SUITE 300		LEAWOOD	KS	66211	Distribution Agrmnt		\$0	
Extra Space Storage	1700 De La Cruz Blvd		Santa Clara	CA	95050	Storage		\$39	
FGT Global FZE	RAK FTZ Bldg., Island Street., Ras Al Khaimah, P.O. Box 16111,UAE					UAE	Carrier	\$10,710	
Fusion Telecommunications International, Inc.	420 Lexington Ave. Suite 1718		New York	NY	10170	Carrier		\$128,249	
GE Capital c/o Ricoh USA	PO Box 41564		Philadelphia	Pa	19101	Equipment Lease		\$2,771	
GE Capital c/o Ricoh USA	PO Box 538193		Atlanta	Ga	30353	Equipment Lease		\$1,201	
GENBAND	3605 E. PLANO PARKWAY	SUITE 100	PLANO	TX	75074	Service Agreement		\$122,026	
Geotel International LLC	15590 NW 15 Ave.		Miami	FL	33169	Carrier		\$75,880	
Global Crossing	225 Kenneth Drive		Rochester	NY	14623	Carrier		\$838,508	
Global Data Enterprises, Inc.	Citco Building, Wickhams Cay, Road Town		Tortola			BVI	Carrier	\$94,388	
Global Interlink	1 North Federal Highway Suite 400		Boca Raton	FL	33432	Carrier		\$349,815	

Exhibit 2

							Cure
GLOBAL SOLUTIONS	3420 Oakcliff Road Suite 115		DORAVILLE	GA	30340	Distribution Agrmnt	\$0
GLOBAL TELECOM	7548 W.99TH PLACE		BRIDGEVIEW	IL	60455	Distribution Agrmnt	\$0
Grupo Asesores Consultores y Constructores S.A. c	7A AV. SUR Y 8A CALLE OTE	COL. UTILA, Santa Tecla	La Libertad			El Salvador Carrier	\$203,534
GT Group International Brasil Telecomunicações L	Rua Estela, 515 – bloco A – conjunto 112 – Vila Mariana		Sao Paulo			Brazil Carrier	\$57
GTA DISTRIBUTION	34125 U S HIGHWAY 19 N		PALM HARBOR	FL	34684	Distribution Agrmnt	\$0
Guaip International LLC	8256 NW 30 Terrace		Miami	FL	33122	Carrier	\$682
Gusma Properties	10190 Katy Freeway, Ste 410,		Houston	TX	77043	Lease Agreement	\$351
Gusma Properties, LP	10190 Katy Freeway, Ste 410		Houston	TX	77043	Lease Agreement	\$0
GW Publishing US, LLC	175 SW Street Suite 1503		Miami	FL	33130	License Agreement	\$0
Hanover Insurance	440 Lincoln Street		Worcester	Ma	01653	Insurance Carrier	\$0
Hartford Insurance	2 Park Avenue		New York	NY	10016	Insurance Carrier	\$0
HIPCRICKET, INC.	350 SEVENTH AVENUE	SECOND FLOOR	NEW YORK	NY	10001-1957	Service Agreement	\$6,357
Hiscox Insurance	PO Box 1524		Chesapeake	Va	25327	Insurance Carrier	\$0
HONOLULU CANDY SALES	105 PUUHALE ROAD		HONOLULU	HI	96819	Distribution Agrmnt	\$0
iAnywhere Solutions, Inc.	P.O. BOX 60000	FILE # 74050	SAN FRANCISCO	CA	941600001	Service Agreement	\$0
Ibasis, Inc.	20 Second Avenue		Burlington	MA	01803	Carrier	\$138,363
IDT Domestic Telecom	520 Broad Street, 5th Floor		Newark	NJ	07102	Carrier	\$61,370
IGA LLC	43 S. Pompano Pkwy # 258		Pompano Beach	FL	33069	Carrier	\$1,653
IGC Adquisitions, inc.	192 Lexintong Avenue, Suite 100		New York	NY	10016	Carrier	\$20,584
IMC Telecom W.L.L.	No. 32 Bldg 172 Road 1906 Block 319		Manama			Kingdom of Bahrain Carrier	\$78,711
Incomm	250 WILLIAMS STREET		ATLANTA	GA	30303	Distribution Agrmnt	\$0
Incomm / Us South Communications	3200 Cobb Galleria Pkwy		Atlanta	GA	30339	Carrier	\$1,146
INFO-Telecom Shpk	Rr. Dervish Hima, Nr.1 "Ada" Tower		Tirana			Albania NIPT: K92402002F Carrier	\$22,678
Intelligent Mexican Marketing, Inc.	1850 W. Airfield Drive, Suite 100		DFW	TX	75261	Distribution Agrmnt	\$0
Interactive Communications International, Inc. (INCOMM)	250 Williams Street, Fifth Floor		Atlanta	GA	30303	Distribution Agrmnt	\$0
Intermap Network Services	Dept 0526 P.O. Box 120526		Dallas	TX	75312	Carrier	\$57,720
Intio USA Corp	6355 NW 36 Street Suite 407		Virginia Gardens	FL	33166	Carrier	\$30,194
IP Networks, Inc	365 Main St		San Francisco	CA	94105	Carrier	\$151,718
Ipbtel	10370 Richmond Av. Suite 1125		Houston	TX	77042	Carrier	\$794,315
Jaina Systems Network, Inc.	235 Hillside Avenue Suite B		Williston	NY	11596	Carrier	\$9,035
Jazztel Telecom S.A.U.	Calle Anabel Segura 11 Centro Albatros Edificio C		Alcobendas, Madrid			Spain Carrier	\$762,309
JORGE GODOY	765 GRAND ST	APT 4E	BROOKLYN	NY	11211	Service Agreement	\$0
JPMC 2007-LDP10 Corporate Fountains, LL	c/o Wilson Property Services, Inc.- 8120 E. Cactus Rd. #300		Scottsdale	AZ	85260	Lease Agreement	\$0
KBI & Co. Inc	11441 Beach St.		Cerritos	CA	90703	Distribution Agrmnt	\$0
KDDI Global	Tumpike Plaza	197 Route 18 South, Suite 305	East Brunswick	NJ	08816	Carrier	\$0
KDI/KBI	11441 BEACH STREET		CERRITOS	CA	90703	Distribution Agrmnt	\$0
KMART MNGMNT CORPORATION -- Store # TEAM 43	4849 GREENVILLE AVE		DALLAS	TX	75206	Distribution Agrmnt	\$0
KOUNT INC	917 LUSK STREET	STE 300	BOISE	ID	83706	Service Agreement	\$583
KRG - the Crescent, LLC	Kaufman Realty Group-3098 Piedmont, Ste 490		Atlanta	GA	30305	Lease Agreement	\$593
KT America	3435 Wilshire Blvd. Suite 2160		Los Angeles	CA	90010	Carrier	\$26,305
Level 3 Communications	7909 Woodland Center Blvd		Tampa	FL	33614	Carrier	\$1,591,665
LEVEL 3 COMMUNICATIONS LLC	DEPT 182		DENVER	CO	80291	Service Agreement	\$0
LEXISNEXIS	PO BOX 7247-7090		PHILADELPHIA	PA	19470-7090		\$6,525
LIGHTOWER FIBER NETWORK	PO BOX 27135		NEW YORK	NY	10087-7135	Service Agreement	\$30,750
Lightower Fiber Networks	80 Central Street		Boxborough	MA	01719	Carrier	\$30,750
Lone Star Phone Cards, LTD	1615 Sanderoff Ln.		Sugarland	TX	77479	Distribution Agrmnt	\$0

Exhibit 2

							Cure	
M & M Distributors	455 COLUMBINE DR.		BENNETT	CO		80102	Distribution Agmmt	\$0
Majicnet LLC	706 Piermont Ave		Piermont	NY		10968	Carrier	\$79,235
MARCA TEL COM S.A. DE C.V.	SAN JERONIMO 210 PTE. No. COL. SAN JERONIMO		MONTERREY	N.L.	Mexico	64640	Carrier	\$11,424,147
Matrix Telecom, Inc.	433 East Las Colinas Blvd		Irvin	TX		75039	Carrier	\$19,542
Maxcom Telecomunicaciones, S.A.B. de C.V.	Guillermo Gonzalez Camarena No. 2000 Del. Alvaro Obregon Centro de Ciudad Santa Fe				Mexico	01210	Carrier	\$626,883
MEGAPATH	2220 OTOOLE AVENUE		SAN JOSE	CA		95131	Service Agreement	\$8,885
METCOM NETWORK SERVICES	4250 VETERANS MEMORIAL HWY.		HOLBROOK	NEW YORK		11741	Service Agreement	\$4,000
Metcom Network Services, Inc.	4250 Veterans Memorial Highway Suite 3150		Holbrook	NY		11741	Carrier	\$4,000
Mextopup, LLC	5805 Blue Lagoon Drive	Suite 200	Miami	FL		33126	Top up Aggregator	\$0
Miero Distribution Inc.	2415 Kramer Lane	Suite C	Austin	TX		78758	Distribution Agmmt	\$0
MICRO-FORCE	505 EAST JERICHO TURNPIKE		HUNTINGTON STATION	NY		11746	Service Agreement	\$35,172
Migs Tele-Services Inc	713 Diplomat Pkwy		Hallandale	FL		33009	Carrier	\$9,000
Mission House Properties LLC	4913 Professional Court		Raleigh	NC		27609	Lease Agreement	\$0
Mr. D. Gome	2416 Lemuel Dr		Raleigh	NC		27615	Distribution Agmmt	\$0
NBC Communications	18118 Chesterfield Airport Rd. Suite F		Chesterfield	MO		63005	Carrier	\$1,989
NEORIS DE MEXICO, S.A. DE C.V.	BLVD. DIAZ ORDAZ NO. 333	UNIDAD SAN PEDRO	SAN PEDRO GARZA GARCIA, N.L.	MEXICO, C.P.		66215	Service Agreement	\$178,300
Netezza, LLC	26 Forest St		Marlborough	Ma		01752	Equipment Lease	\$53,160
NETWORK SCIENCES CO	PO BOX 8571		PORTLAND	OR		97207	Service Agreement	\$433
New Oxford IP Telecom	1177 High Ridge Road		Stamford	CT		06905	Carrier	\$40,096
Next Communications, Inc.	100 N. Biscayne Boulevard		Miami	FL		33132	Carrier	\$280,254
Nextlink	1898 N W 141 AVE		PEMBROKE PINES	FL		33028	Distribution Agmmt	\$0
Northern California Telecard	875 MAHLER RD.		BURLINGAME	CA		94010	Distribution Agmmt	\$0
NORTHERN CALIFORNIA TELECARD	875 MAHLER RD.		BURLINGAME	CA		94010	Distribution Agmmt	\$0
Novolink Communications, Inc.	699 S. Friendswood Drive Suite 103		Friendswood	TX		77546	Carrier	\$265
NSI	16128 SHERMAN WAY		VAN NUYS	CA		91406	Distribution Agmmt	\$0
Onse Telecom	646-1, Yeoksam-dong, Gangnam-gu		Seoul		S Korea	137-864	Carrier	\$130,922
Oracle USA, Inc	PO Box 71028		Chicago	IL		60694	Service Agreement	\$20,054
Orbitel Servicios Internacionales, S.A.	CA 16 11A SUR 100		Rio Negro, Antioquia		Colombia	NIT 9001639	Carrier	\$70,098
ORGANIZACION RADIO BEEP SA DE CV	AVE. SAN FRANCISCO NO. 333	LOMAS DE SAN FRANCISCO	MONTERREY	NUEVO LEON	Mexico	64710	Call Center	\$611,712.00
Pac-West Telecomm, Inc.	P.O. Box 51923		Los Angeles	CA		90051	Carrier	\$4
Paetec Communications, Inc.	P.O. Box 1283		Buffalo	NY		14240	Carrier	\$14,048
Patro Communications	21192 W 113TH PL		OLATHE	KS		66061	Distribution Agmmt	\$0
Pennydial, Inc (PDT)	1865 NW 169th Place	Suite 203	Beaverton	OR		97006	Top up cards	\$60,953
Phonetime Network, Inc.	91 Rylander Blvd, Ste. 7 - 266		Toronto		Canada		Carrier	\$191,171
Pitney Bowes Global Financial	PO Box 371887		Pittsburgh	Pa		15250	Equipment Lease	\$70
Pollitt Assoc LLC - 15-01 Pollitt Drive LLC	87 West Passaic Street		Rochelle Park	NJ		7662	Lease Agreement	\$1,034
Prasan International Recharges, Inc	2957 W Cypress Creek Rd		Fort Lauderdale	FL		33309	Top up cards	\$17
Prepaid Telecom Services	5348 VEGAS DR		LAS VEGAS	NV		89109	Distribution Agmmt	\$0
Q Prepaid, LLC, d/b/a Clifton Telecard Alliance	8901 KENNEDY BOULEVARD		CLIFTON	NJ		07074	Distribution Agmmt	\$0
QT Wholesale LLC	45 Broadway Suite 1440		New York	NY		10006	Carrier	\$28,252
Quantum Telecom, S.A.	Ronda de Poniente 3		Tres Cantos, Madrid		Spain	28760	Carrier	\$98,120
RAI Telecom, Inc.	55 Railroad Street		Rochester	NY		14609	Carrier	\$7,469
RAZA	5219 N. HARLEM AVENUE		CHICAGO	IL		60656	Distribution Agmmt	\$0
RNK Inc.	333 Elm Street Suite 310		Dedham	MA		02026	Carrier	\$284,144

Exhibit 2

							Cure
Royal Star Communications	VILLAGE SQUARE 7005 E WILKINSON BLVD, STE H		BELMONT	NC		28012	Distribution Agrmnt \$0
Rudra Global, Inc.	224 E. Olive Ave, Suite 206		Burbank	CA		91502	Carrier \$366
Russtel, S.A. LTD	30-50 Whitestone Expy Suite 302		Flushing	NY		11354	Carrier \$25,467
S & P Communications	8334 RAINIER AVE S#STE 101		SEATTLE	WA		98118	Distribution Agrmnt \$0
SAFEWAY DOMINICKS / CARRS	PO BOX 29093 NASC MAIL STOP 3504		PHOENIX	AZ		29093	Distribution Agrmnt \$0
SALINAS SUCURSAL	310 N. SECOND ST		STILLMORE	GA		30464	Distribution Agrmnt \$0
Samitel Limited	6 Lloyd 's Avenue		London		United Kingdom	EC3N 3ES	Carrier \$159,356
Seattle Telecom	14814 29TH AVE. W		SEATTLE	WA		98087	Distribution Agrmnt \$0
Securcare Self Storage 1009 Tulsa	11122 E. 61st Street		Tulsa	OK		74133	Storage \$92
SERVERCARE, INC	16885 VIA DEL CAMPO CT	SUITE 211	SAN DIEGO	CA		92127	Service Agreement \$5,235
Shahram Vafai	1775 York Ave	Apt 15c	New York	NY	10178		\$3,850
SHERPA SOFTWARE	456 WASHINGTON AVE	STE 2	BRIDGEVILLE	PA		15017	Service Agreement \$0
SHI INTERNATIONAL CORP.	PO BOX 95121		DALLAS	TX		753952121	Service Agreement \$15,589
Sido Inc.	Unit Level 13(E) Main Office Tower Financial Park Labuan		Jalan Merdeka, Labuan F.T.		Malaysia	87000	Carrier \$31,406
Sigma Prepaid, LLC	27-11 23rd Avenue		ASTORIA	NY		11040	Distribution Agrmnt \$0
Six Telecoms Company Ltd	5th Floor, Barclays House Ohio Street		Dar es Salam		Tanzania	11133	Carrier \$99,905
Smartbox Equipment Inc.	800 Rue Muir, Apt 904a Saint-Laurent		Montreal	Quebec	Canada	H4L 5N5	Carrier \$8,070
SMS/800 Inc.	P.O. BOX 7777-W5235		Philadelphia	PA		19175-5235	Carrier \$4,476
SMS/800, Inc.	P.O BOX 360004		PITTSBURGH	PA		152516004	Service Agreement \$4,476
SONUS NETWORKS INC	LOCKBOX SONUS NETWORKS, INC.	13759 COLLECTIONS CENTER DRIVE	CHICAGO	IL		60693	Service Agreement \$77,117
Sounddogs.com	4712 Admiralty Way #497		Marina Del rey	Ca		90292	License Agreement \$0
Speedy Pin LLC	1044 PIONEER WAY,		EL CAJON	CA		92020	Distribution Agrmnt \$0
Sprint	P.O. Box 219530		Kansas City	MO		64121	Carrier \$549,711
Sprint Corporation	P.O. Box 219530		Kansas City	MO		64121	Carrier \$118,114
Sprint International Settlements	P.O. Box 7996 Overland Park		Overland Park	KS		66207	Carrier \$4,386,550
STAR TELECOM	104 RIVER CHASE DR.		ORLANDO	DL		32807	Distribution Agrmnt \$0
State National Insurance	333 Guadalupe St. P.O. Box 149104		Austin	Tx		78714	Insurance Carrier \$0
Stella Communications, Inc	263 Tresser Boulevard, 9/F		Stamford	CT		06901	Carrier \$28,231
STORED VALUE EXCHANGE	86 CUMMINGS PARK		WOBURN	MA		01801	Distribution Agrmnt \$0
STX Communications, LLC	2408 HOFFMAN STREET		BRONX	NY		10458	Distribution Agrmnt \$0
SUCCESS MARKETING	4618 MARSUE CIR. NE		CEDAR RAPIDS	IA		52402	Distribution Agrmnt \$0
Sun Star Telecom Corp.	2853 EXECUTIVE PARK DRIVE SUITE 201		Weston	FL		33331	Carrier \$42,578
Swift Telecom	801 Clanton Road	Suite C-104	Charlotte	NC		28217	Distribution Agrmnt \$0
SWIFT TELECOM	801 CLANTON ,STE. C-104		CHARLOTTE	NC		28217	Distribution Agrmnt \$0
TC Talk	398 MURFREESBORO RD		NASHVILLE	TN		37210	Distribution Agrmnt \$0
TCA Services Corp.	100 North Biscayne Blvd, Suite 1109		Miami	FL		33132	Carrier \$4,658
Telebarbados, Inc.	6TH FLOOR, CGI TOWER WARRENS ST. MICHAEL BB12001		BARBADOS, WEST INDIES		Barbados		Carrier \$151,067
Telecall Telecommunications Corp.	801 Brickell Avenue, 9th Floor, Suite#936 One Brickell Square		Miami	FL		33131	Carrier \$28,039
Telecom Argentina USA, Inc.	80 SW 8th Street - Suite 2590		Miami	FL		33130	Carrier \$49,067
Telecom Colombia USA Inc	7925 NW 12 Street Suite 106		Miami	FL		33126	Carrier \$6,663
Telecom Italia Sparkle Of North America, Inc	745 5th Avenue # 1602		New York	NY		10151	Carrier \$124,009
Telecom Italia Sparkle S.p.A	Via Cristoforo Colombo 142		Rome		Italy	00147	Carrier \$1,801,060
Telecom New Zealand USA Ltd	99 South Lake Ave, Suite 500		Pasadena	CA		91101	Carrier \$72,815
Telediscount	4183 NE Express Way		Atlanta	GA		30340	Distribution Agrmnt \$0
Telediscount	4183 N.E. EXPWY		ATLANTA	GA		30340	Distribution Agrmnt \$0

Exhibit 2

							Cure	
Telefónica USA, Inc	1111 Brickell Avenue, 10th Floor		Miami	FL		33131	Carrier	\$12,120
Telenor Global Services AS	Snaroyveien 30 N-1331		Fornebu		Norway	0	Carrier	\$202,117
Telepoint International Corp.	7373 197th Street		Fresh Meadows	NY		11366	Carrier	\$265,823
Televox Limited	14 Manchester Square W1U 3PP MILNER HOUSE		London		United Kingdom	0	Carrier	\$27,526
Telintel, LTD	1655 N Commerce Pkwy, Suite 204		Weston	FL		33326	Carrier	\$462
Telmex USA, LLC	3250 SW 148th Avenue Suite 400		Miramar	FL		33027	Carrier	\$1,782,197
Teltac Worldwide, Inc.	Rachid Karameh Street, Ibis Building, 3rd Floor, P.O. Box 14-5643		Verdun, Beirut		Lebanon		Carrier	\$35
Time Warner Cable	Box 223085		Pittsburgh	PA		15251	Service Agreement	\$813
Time Warner Cable of NYC	PO Box 9227		Uniondale	NY		115559227	Service Agreement	\$399
TRUSTWAVE	70 W MADISON ST STE 1050		CHICAGO	IL		60602	Service Agreement	\$0
TSYS	PO BOX 2355		OMAHA	NEW YORK		68102-1637	Service Agreement	\$0
TW Telecom	PO BOX 172567		Denver	CO		80217	Carrier	\$33,413
U.S. TELEMANAGEMENT	21 SPERRY AVENUE		STRATFORD	CT		06615	Distribution Agrmnt	\$0
Uncle Bob's Self Storage #192	10114 Old Katy Road,		Houston	TX		77043	Storage	\$0
United Telecard Alliance	929 BUSTLETON PIKE		FEASTERVILLE	PA		19053	Distribution Agrmnt	\$0
United Telecard Alliance, Inc.	929 Bustleton Pike		Feasterville	PA		19053	Distribution Agrmnt	\$0
Universal Distributions	450 Mayock Road Office C		Gilroy	CA		95020	Distribution Agrmnt	\$0
UNIVERSAL DISTRIBUTIONS	450 MAYOCK ROAD		GILROY	CA		95020	Distribution Agrmnt	\$0
UPM Marketing, Inc	1865 NW 169th Pl Ste 203		Beaverton	OR		97006	Carrier	\$1
V L B Distributing	505-A COURT STREET		VICTORIA	VA		23974	Distribution Agrmnt	\$0
VAR Resources, Inc.	2330 Interstate 30		Mesquite	Tx		75150	Equipment Lease	\$12,432
VERISIGN.COM	487 EAST MIDDLEFIELD ROAD		MOUNTAIN VIEW	CA		94043	Service Agreement	\$0
Verizon Business Global, LLC	22001 Loudoun County Parkway		Ashburn	VA		20147	Carrier	\$1,891,344
Vinculum Communications, Inc	9707 Waples Street, Suite 201		San Diego	CA		92121	Carrier	\$27,836
Visco, Inc.	721 E. Madison, Suite 201		Villa Park	IL		60181	Carrier	\$313
Wavecrest Communications LLC	954 W. Washington Blvd.		Chicago	IL		60607	Carrier	\$170,104
Wind Telecom, S.A.	Prolongacion 27 de Febrero		Santo Domingo		Dominican Republic		Carrier	\$1,633,711
Worldwide Telecom Xchange Carrier FZ LLC	Shatha Tower Suite 2608 Dubai Media City			Dubai	UAE		Carrier	\$355,551
XO Communications LLC	13865 Sunrise Valley Drive		Herndon	VA		20171	Carrier	\$3,500
YaBand International (Asia) Limited	Unit E 15/F Cheuk Nang Plaza 250 Henessy Road		WanChai		HongKong		Carrier	\$25,591
Yoshiki Shimada and Katherine Cullison	18 Field Rd		Riverside	Ct	06878			\$5,500
Zayo Bandwidth	PO BOX 952136		Dallas	TX		75395	Carrier	\$63,608
ZAYO BANDWIDTH	400 CENTENNIAL PARKWAY SUITE 200		LOUISVILLE	CO		80027	Service Agreement	\$63,608

Schedule 2.02 - Disputed Claims against distributors

Schedule 2.02

Excluded Assets

Distributors with Disputed Claims

CustName

STX Communications

Stored Value Xchange LLC

Raza Communication

Clifton Telecard Alliance

Northern California Telecard

U.S. Telemangement

Northern California Telecard

US Telemangement

GLOBAL TELECOM

TC Talk

SALINAS SUCURSAL

DTI

S & P Communications

Prepaid Telecom Services

CLEAR CONNECT

MICRO DISTRIBUTION INC

CHASE PHONECARD

Royal Star Communications

Seattle Telecom

NSI

STAR TELECOM

DALLO INC

STAY FLUSH

CORDIA PREPAID-OR

Rumor Phone Cards

Dolphin Phone Cards

Vision Phonocard Inc.

Nexus Communication Inc

Micro Distributions

RAINBOW COMMUNICATIONS

NABIL PRO INC.

US Prepaid Telecom

NORTHERN CALIFORNIA

TELECARD - TLD

LOTUS COMMUNICATIONS INC

TERCE GROUP INC, STOP N GO

Unique Communications

HARRY'S SUPPERMARKET INC

Avila Telecom

WIRELESS HOOK-UPS

IBRAHIM IBRAHIM

Janessa Inc

Empire - EMP821

FADHEL PHONE CARD

GLOBAL COMMUNICATIONS

DiST LLC

FARES WHOLESALE

STARKMAN DISTRIBUTORS
TIME TEL LLC
PLUS SALES DISTRIBUTING
Correa's International Co, Inc
PPC COMMUNICATIONS
VPP COMMUNICATIONS
UNDEFEATED ENT.
J&B
MARKETING&DISTRIBUTION
LIGHT HOUSE
LOUISIANA PHONE CARDS LLC
D'ORO COMMUNICATIONS
TSI CA - Taperron
MERY FUENTES
Romerias Distributors GA, LLC
FOLLETT HIGHER EDUCATION
GROUP INC
Smart Distributor
TEXAS PHONECARD INC.
PHONETIME INTERNATIONAL
UNO Prepaid
HIMTEL, INC.
LAVOIE ENTERPRISE INC
GOLD STAR
KRUPA ENTERPRISES CORP
JABBERCOM, INC.
CARDEPOT
GULF WHOLESALE DIST.
AC MOLINA MEXICAN
PRODUCTS
NOOR AL HUDA
ARCAVATE CORPORATION
CITIES CARDS INC
HIHI MARKET
LA HACIENDA

Exhibit 1 – Purchased Assets

1. All accounts receivable and accompanying financial reports.
2. Rights to all brands and pins
3. All printed prepaid card inventory
4. All computer files containing artwork used to print prepaid calling cards and posters
5. All active and inactive prepaid calling card pins and related pin reports
6. All registered SMS RespOrg Id's and toll-free numbers
7. All currently existing access numbers including DID's and local registered numbers
8. Handheld PDA's used by Kare Sales reps and existing billing software
9. All customer lists
10. All trademarks and other intellectual property rights
11. All databases associated with Kare handheld PDA's to service Kare stores, subject to the terms of a mutually agreed Transition Services Agreement.
12. Phone switching equipment located 111 8th Avenue, New York, NY 10011
13. The FCC Licenses, but only to the extent that the FCC Licenses are assignable to Purchaser and without Purchaser's assumption of the Excluded Regulatory Liabilities.

Schedule 1 – FCC Licenses

STi Prepaid, LLC holds the following FCC Licenses:

- Four international Section 214 authorizations:
 - ITC-214-20010220-00085 (authority to provide global facilities-based and resold services);
 - ITC-214-20010618-00348 (authority to provide global facilities-based and resold services);
 - ITC-214-20020531-00293 (authority to provide global facilities-based and resold services);
 - ITC-214-20050315-00105 (authority to provide global facilities-based and resold services).

- One domestic Section 214 authorization.

STi Telecom, Inc. holds the following FCC Licenses:

- One international Section 214 authorization:
 - ITC-214-20031020-00495 (authority to provide global facilities-based and resold services)

- One domestic Section 214 authorization.

Exhibit 2 - Contracts and Cure Costs

Schedule 2.02 - Disputed Claims against distributors

Exhibit 3 - Guaranty

Exhibit 4 - Note

Exhibit 5 - Security Agreement

Exhibit 6 - Assignment and Assumption Agreement

Exhibit 7 - Intellectual Property Transfer and Assignment Agreement

Exhibit 8 - Transition Services Agreement

Exhibit 9 - Bill(s) of Sale

Exhibit 10 - Sale Order

Exhibit 11 - Affidavit of Non-Foreign Status

Exhibit 12 - Trademark Security Agreement

EXHIBIT B

TRANSITION SERVICES AGREEMENT

THIS TRANSITION SERVICES AGREEMENT (this “*Agreement*”) is entered into as of February 8, 2013 (the “*Effective Date*”), by and among Vivaro Corporation; STI Prepaid, LLC; Kare Distribution, Inc.; STi Telecom, Inc.; TNW Corporation; STi CC I, LLC; and STi CC II, LLC (collectively, the “*Sellers*” and each individually, a “*Seller*”) and Next Angel LLC (“*Purchaser*” and, together with Service Providers, the “*Parties*”).

RECITALS

A. This Agreement is entered into by Sellers and Purchaser pursuant to that certain Asset Purchase and Sale Agreement dated as of January 30, 2013, by and among the Service Providers and the Service Recipient (the “*Purchase Agreement*”);

B. Pursuant to the Purchase Agreement, the Parties agreed that certain assets and properties formerly owned by Sellers shall be transferred to Purchaser in accordance with the Purchase Agreement and pursuant to such agreement the parties intend to consummate the transactions contemplated thereby in accordance with sections 105, 363 and 365 of the Bankruptcy Code and the terms and conditions of the Purchase Agreement.

C. In order to provide for the orderly and efficient transition of the business operations associated therewith, and in order to facilitate the claims reconciliation process in the Sellers’ bankruptcy cases and the winding down of the Sellers’ operations, the parties desire to provide for the services and cooperation of the other as provided for in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises herein made and the mutual benefits to be derived therefrom, and in consideration of the representations, warranties, and covenants contained herein, the Parties agree as follows:

ARTICLE 1

TRANSITION SERVICES AND OTHER AGREEMENTS

Section 1.1 Definitions. All capitalized terms used but not defined in this Agreement shall have the meanings ascribed to them in the Purchase Agreement.

Section 1.2 Services. Provided the Closing under the Purchase Agreement has occurred, commencing on the date hereof, Sellers and the Purchaser shall provide or will cause to be provided to the other the transition services and accommodations as described on Annex A (the “*Services*”) for such periods of time identified on Annex A (the “*Service Periods*”), which Service Periods shall not extend beyond July 31, 2013, except as may be extended by (i) the prior written consent of the Purchaser, the Sellers and the Committee, which consent shall not be unreasonably withheld, or (ii) order of the Bankruptcy Court. Subject to this section 1.2 and the provisions hereunder for indemnification under Sections 1.6 and 1.7 hereto, the only costs or expenses to be incurred by either the Sellers or Purchaser for and in connection with such Services during the Service Periods shall be as specified on Annex A.

Section 1.3 Guarantees, Security and Cross-Default. In accordance with the terms of the Purchase Agreement, Security Agreement and the Guaranty annexed thereto, Purchaser’s

obligations hereunder shall be secured by a first priority lien on the assets of the Purchaser and shall be guaranteed jointly and severally by Nextcomm, Angel and Angel Telecom AG, Angel's sister corporation. Any default of Purchaser's obligations hereunder shall constitute an Event of Default under the Note.

Section 1.4 Mutual Undertakings.

(a) Each of the Parties hereto covenant and agree that (i) all Services to be provided hereunder by such Party to the other shall be performed in a commercially reasonable manner and (ii) will provide the Services in accordance with applicable laws, rules and regulations.

(b) Each of the Parties covenants and agrees that it shall refrain from interfering with or interrupting or disrupting the business or operations of the other in connection with the performance of or receipt of the Services.

(c) Sellers' obligations to continue performing hereunder shall be subject to and contingent upon the Purchaser making any and all payments when due hereunder and Purchaser's compliance with the terms of this Agreement.

(d) Purchaser understands that Sellers' obligations with respect to Services under this Agreement may be restricted by applicable law.

Section 1.5 Taxes. In addition to the costs specified Annex A, all sales, use or other taxes imposed by Law in connection with the provision of the Services, shall be paid for and be the responsibility of the Purchaser.

Section 1.6 Indemnification by Purchaser.

Purchaser shall indemnify and hold harmless Sellers and their respective officers, directors, employees, representatives, attorneys, professionals and agents from and against any and all losses, claims, damages, liabilities, costs and expenses of any kind of nature whatsoever (the "**Claims**") to the extent such Claims are based on, arise from or relate to:

- (a) Services during the Service Periods (other than as a result of Sellers' gross negligence or willful misconduct);
- (b) any negligent act, omission, or willful misconduct of Purchaser in the performance of this Agreement;
- (c) Purchaser's failure to comply with federal, state or local law, rules or regulations following the Closing Date;
- (d) the breach of any representation, covenant, warranty or agreement of Purchaser hereunder;
- (e) the failure of Purchaser to timely pay or perform any of its obligations hereunder;

- (f) any contracts or leases for the period until such contract or lease has been rejected;
- (g) any liability or obligation arising from the operation or use of Purchased Assets arising or incurred after the Closing Date, including, without limitation, acts or omissions of Potential Transferred Employees and any claims made by Potential Transferred Employees against any of Sellers based upon any matter or occurrence following Closing;
- (h) any liability or obligation to any third party arising from Sellers' execution and delivery of this Agreement upon the Closing Date;
- (i) Sellers' use and maintenance of Permits in connection with the provision of Services hereunder; and
- (j) the Pin Liabilities (as defined in the Purchase Agreement).

Section 1.7 Indemnification by Sellers.

Sellers shall indemnify and hold harmless Purchaser and its officers, directors, employees, representatives, attorneys and agents from and against any Claim to the extent such Claims are based on, arise from or relate to:

- (a) any negligent act, omission, or willful misconduct of any Seller in the performance of this Agreement;
- (b) any Sellers' failure to comply with federal, state or local law, rules or regulations prior to the Closing Date; and
- (c) the breach of any representation, covenant or warranty of any Seller hereunder.

**ARTICLE 2
RELATIONSHIP**

Section 2.1 Independent Contractor. In performing the Services hereunder, the Parties acknowledge and agree that each and their affiliates and their respective representatives shall be considered independent contractors with respect to the other and shall under no circumstances be deemed to be an employee, agent, partner, or joint venturer of the other. Additionally, except for and subject to any applicable requirements arising under this Agreement or the Purchase Agreement, each Party shall have the exclusive authority and responsibility to select the means, manner, and method of performing the Services required to be caused to be performed by it hereunder.

ARTICLE 3
MISCELLANEOUS

Section 3.1 Amendment and Waivers. Any provision of this Agreement may be amended or waived if, but only if, such amendment or waiver is in writing, refers to the section or article to be amended or waived and is signed, in the case of an amendment, by each Party to this Agreement, or in the case of a waiver, by the Party against whom the waiver is to be effective. All other attempted amendments or waivers shall have no effect, regardless of their formality, consideration or detrimental reliance.

Section 3.2 Assignment Neither Party may assign this Agreement without the other Party's prior written consent, other than to an affiliate of such Party.

Section 3.3 Governing Law; Waiver of Jury Trial. This Agreement shall be governed by the laws of the State of New York, without regard to any conflicts of laws principles. Each Party hereby waives any right to a trial by jury in any action to enforce or defend any right hereunder or any amendment, instrument, document or agreement delivered or to be delivered in connection herewith and agrees that any action will be tried before a court and not before a jury.

Section 3.4 Submission to Jurisdiction. The provisions of Sections 10.10 of the Purchase Agreement are incorporated herein, *mutatis mutandis*, as if a part hereof

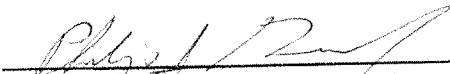
Section 3.5 Counterparts. This Agreement and each document delivered pursuant to this Agreement may be executed by the Parties in separate counterparts and by facsimile or by electronic mail with scan or attachment signature, each of which when so executed and delivered shall be deemed an original, and all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of a number of copies hereof or thereof each signed by less than all, but together signed by all of the parties. A facsimile, electronic or other copy of a signature shall be deemed an original for purposes of this Agreement.

Section 3.6 Entire Agreement. This Agreement and the Purchase Agreement contain all of the terms agreed upon between Sellers and Purchaser with respect to the subject matter thereof, and supersede all prior agreements, understandings, representations and statements, oral or written, between Sellers and Purchaser (including that certain Transition Services Agreement executed by the parties and submitted to the bankruptcy Court (as defined in the Purchase Agreement) on January 30, 2013).

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first set forth in the introduction to this Agreement.

VIVARO CORPORATION, for itself and each of Sellers under the Purchase Agreement

By: 
Name: *Robert P. Gurd*
Title: *CRO*

NEXT ANGEL LLC

By: _____
Name:
Title:

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first set forth in the introduction to this Agreement.

VIVARO CORPORATION, for itself and each of Sellers under the Purchase Agreement

By: _____
Name:
Title:

NEXT ANCHOR, LLC

A large, stylized handwritten signature in black ink, written over a horizontal line. The signature is slanted and appears to read 'ARIK MELNIK'.

By: _____
Name: ARIK MELNIK
Title: CEO

ANNEX A

Services

1. 25th Floor, HQ, 1250 Broadway, New York, NY (“**HQ**”). Purchaser shall be afforded access to and have the benefits of pending arrangements between the Sellers and Landlord with respect to HQ. Purchaser shall be responsible for any payments due to landlord or third party vendors or service providers, such as utilities and all obligations of the Sellers under the HQ lease, with respect to HQ for use and occupancy of the entire 25th floor during the period subsequent to the Closing Date. Sellers shall use commercially reasonable efforts to remain in possession of the HQ and, without any costs of expense to Sellers, shall exclusively occupy and have full access to office space and related utilities (“**Office Services**”) sufficient to support up to 5 persons, and reasonably sufficient to conduct their wind-down operations during the HQ Period (hereafter defined). Purchaser shall advance monthly, on the first business day of each month, all rents and additional rents and any related costs and expenses payable from and after the Closing Date with respect to the rented space described herein as HQ and be fully responsible for all obligations of the Sellers with respect thereto, including, without limitation, obligations under the HQ lease and any and all insurance costs, during the period commencing with the Closing Date and continuing until the Purchaser delivers 90 days’ prior written notice of termination (the “**HQ Period**”).

2. Bank Accounts. Sellers shall make available to Purchaser, throughout the Service Period, which date is subject to extension based upon the reasonable request of Purchaser, the right to use Sellers’ deposit collection bank accounts for use in connection with Sellers’ operations. Sellers agree that such accounts shall not be closed before June 30, 2013, unless otherwise agreed to by Sellers and Purchaser shall not be entitled to use the Sellers’ disbursement account. Sellers shall remain the customer at such banks or financial institutions. Purchaser shall bear all costs associated with all of Sellers’ bank accounts, except for their disbursement account, including, without limitation, any and all bank costs, expenses, and charges applicable or related to such accounts and shall reimburse Sellers within five (5) days after invoice thereof by Sellers. Payments of accounts receivable that are deposited to these collection accounts after 12 a.m. on the first day after the Closing shall be remitted promptly to Purchaser. From and after the Closing Date, all incremental costs incurred by the Sellers for fees payable to the United States Trustee based upon the use of Sellers accounts by the Purchaser hereunder, shall be borne by the Purchaser and reimbursed to the Sellers within five (5) Business days following invoice thereof by the Sellers. Notwithstanding anything to the contrary herein, during the Service Periods (as same may be hereafter extended), Purchaser shall maintain and utilize only the Sellers’ depository accounts and shall not utilize any other depository account.

3. Insperty Services. So long as Purchaser has not breached or violated the terms of the Purchase Agreement or this Agreement, and except to the extent otherwise restricted by applicable law, Sellers shall continue to employ, for a period of thirty (30) days after the Closing Date (the “**Employee Retention Period**”), the Potential Transferred Employees designated on or before the day preceding the Closing Date by Purchaser pursuant to Section 8.03 of the Purchase Agreement, and Purchaser shall pay in advance all salaries, wages, taxes and other costs and obligations associated with the employment by the Sellers of all Potential Transferred Employees

during the Employee Retention Period. During the Employee Retention Period, Sellers shall, without any cost or expense to Sellers, take commercially reasonable actions to maintain their contracts with Insperty PEO Services, L.P., formerly known as Administaff Companies II, L.P. (“*Insperty*”) for the continued employment of the Potential Transferred Employees. Purchaser shall advance to Sellers all payroll related obligations for the Potential Transferred Employees and under the contracts with Insperty no later than one (1) business day in advance of the dates on which Sellers are required to deposit monies for payroll obligations in connection with their agreements with Insperty. Purchaser has advised the Sellers that it intends to enter into its own contract with Insperty during the Employee Retention Period with regard to the Potential Transferred Employees or make other arrangements to provide payroll, benefits and other human resource services to employees transitioned to Purchaser under the terms of the Purchase Agreement. Notwithstanding anything herein contained to the contrary or otherwise, Sellers shall have no liability or obligation to Purchaser for any acts or omissions of Potential Transferred Employees.

4. 111 8th Avenue, New York, NY (“111 8th”). Purchaser shall designate the contract services at 111 8th as an Assigned Agreement. Notwithstanding anything to the contrary in any other document or agreement relating to the Purchaser’s purchase of assets from the Seller, from and after the Closing Date, all costs and expenses of Sellers payable under the services agreement pertaining to operations at 111 8th Avenue, shall be borne and paid by Purchaser and advanced to Seller in order to make timely payments due thereunder. All pins, access numbers, rate tables and other relevant data relating to the Sellers’ calling solutions will be either maintained on the existing switch platform located at 111 8th Ave. or, at the option of Purchaser, transferred to a new switching platform designated by Purchaser. All costs and expenses associated with the maintenance and/or transfer of this information shall be borne solely by the Purchaser.

5. Access to Storage Data. Following the Closing Date, Sellers shall be afforded continuous, uninterrupted and unlimited access, without any cost or expense to Sellers, of Sellers’ electronic files, pin, CDR and other electronic data maintained by the Sellers as of the Closing Date and being transferred to Purchaser as and at the Closing Date. Purchaser shall, in a manner consistent with good engineering practices, continue to operate and maintain without interruption the computer systems, related hardware and software necessary to support Sellers’ rights to access to storage data provided for in this Section 5 and shall refrain from doing anything that impair such right of the Sellers. Purchaser shall receive full access to all of Sellers’ invoice and payment history, including all current activity, relating to accounts receivable (other than Excluded Assets). Purchaser may reproduce or transfer such information at its sole cost and expense. Purchaser may copy all documents and electronic files, pins, CDR and other electronic data maintained by the Sellers. Purchaser shall direct and control any such copying of data at its sole cost and expense.

6. Use of Furniture, Fixtures and Equipment. The Sellers’ Furniture, Fixtures and Equipment situated at the Sellers leased facilities located at HQ shall be made available to Purchaser for its use in the ordinary course for as long as Purchaser is in occupancy thereof pursuant to Section 1 of this Annex A and in compliance with this Agreement.

7. Sellers’ Use of Personnel. Without cost or expense to Sellers, Purchaser shall make available to Sellers, as reasonably requested by Sellers, personnel to assist Sellers with the wind-down of the Sellers, including but not limited to, accounting, claims reconciliation and objections,

ministerial and other administrative and bankruptcy matters or proceedings and the Sellers' performance of its obligations under this Agreement. For the avoidance of doubt, the reasonably requested services of such personnel are to be of scope and duration so as not to interfere and prevent the routine performance of such employees regular responsibility.

8. Permits. The Parties desire that this Agreement and the obligations hereunder be in full compliance with (i) the terms and conditions of the Sellers' State PUC licenses; (ii) all applicable rules, regulations and policies of the FCC and State PUCs; (iii) the Communications Act of 1934, as amended, (the "**Act**"); and (iv) any other applicable federal, state and local law or regulation. If the FCC or any State PUC determines that any provision of this Agreement violates any applicable rules, regulations, or policies, both Parties shall make reasonable efforts to immediately bring this Agreement into compliance, consistent with the terms of this Agreement. It is expressly understood by the Parties that nothing in this Agreement is intended to give, or shall be construed to give, Purchaser any right which would be deemed to constitute a transfer of control or an assignment (as "control" and "assignment" is defined in the Act, and/or any applicable FCC or state regulations, rules or case law) by the Sellers of any of the assets, FCC licenses, or State PUC licenses of Sellers following Closing, except to the extent that such transfer or assignment has been approved by the FCC or the applicable State PUC. Subject thereto, without any liability, costs or expense to Sellers, to the extent permitted by applicable law, Sellers agree for a period of not more than ninety (90) days following Closing (the "**Business Transition Period**") to maintain its Permits and make the economic benefits thereof available to Purchaser. During the Business Transition Period, except upon written notice to Sellers at or prior to the Closing, Seller shall not transfer, assign or convey the customer base ("**Transition Customer Business**"). During the Business Transition Period, Sellers shall also provide service with respect to any new calling cards sold by the Purchaser as sales agent for the Sellers ("**New Customer Business**"), and all revenue associated with such cards shall be for the benefit of Purchaser. The Purchaser shall provide and pay for all service costs and expenses, including all service providers and vendors, concerning the Transition Customer Business and New Customer Business. Sellers shall not have an obligation to incur any expense, cost or liability with respect to the Transition Customer Business or New Customer Business. Notwithstanding the failure or inability of the Purchaser to obtain any requisite Permits, the Purchaser shall not be entitled to recover from the Sellers or rescind any amounts paid by the Purchaser in connection with this Agreement, the Purchase Agreement or otherwise in connection with any such failure or inability.

In the event that Purchaser (i) prior to the expiration of the Business Transition Period, has not for any reason whatsoever obtained all requisite Permits and FCC approvals and consents necessary or appropriate to permit Purchaser to service calling cards of customers being serviced by the Sellers hereunder and the Business Transition Period hereunder shall not have been extended by the written consent of the parties hereto (such consent not to be unreasonably withheld) (ii) breaches or violates the terms or provisions of this Agreement or Purchase Agreement, (iii) ceases to operate or maintain its business, (iv) becomes insolvent, undercapitalized or unable to pay its debts as due or otherwise files or is subject to a bankruptcy, reorganization or insolvency proceeding ("**Service Termination Event**"), then, in such event, the Sellers shall have all rights to terminate their obligations to service customers for the benefit of the Purchaser and otherwise maintain and hold the Transition Customer Business and, without compensation or payment to the Purchaser, provide for and dispose of those servicing obligations

for the sole benefit of the customers or otherwise wind down the business and operations of the Sellers, all in accordance with applicable law. Upon the occurrence of a Service Termination Event, Purchaser shall be obligated and responsible to pay all costs, including reasonable professional and attorneys' fees of Sellers, related to or in furtherance of disposing of the servicing obligations, which payments or reimbursement to Sellers shall be made on demand of Seller.

Each Party shall (i) promptly provide to the other Party copies of all notices, demands or other official notifications received regarding the Purchased Assets, to the extent that such correspondence is relevant or pertains to the assets possessed by such other Party following Closing; (ii) timely execute all reasonable documents as may be necessary to comply with all statutes, ordinances, rules and regulations relating to the ownership, or use the Purchased Assets, and (iii) cooperate with each other with respect to the making of all regulatory filings. All costs and expenses (including all costs and expenses related to Pin Liabilities (as defined in the Purchase Agreement) and servicing new calling cards) incurred by, imposed upon or invoiced to the Sellers from and after the Closing Date by virtue of the continuation or use of any of their regulatory permits for the benefit of Purchaser (including all cost, expense and liability related to the Transition Customer Business or New Customer Business) shall be paid for by Purchaser as incurred and due upon request.

In order to assure continued servicing of calling card customers during the Service Period, the Purchaser shall provide or procure the services of its telecommunication vendors to commit to the uninterrupted service of such customers, without diminution of quality. The Purchaser shall provide servicing of the Transition Customers Business and New Customer Business in a manner customary for the telecommunication industry, consistent with the historical practices of the parties through the date hereof under the DIP Credit Agreement (as defined in the Purchase Agreement). During the Business Transition Period, and provided the Purchaser has obtained all necessary Permits and FCC regulatory approval, Sellers shall transfer, assign or convey the Transition Customer Business.

For the avoidance of doubt, the obligations of the Sellers under this Section 8 are in furtherance of the transactions contemplated under the Purchase Agreement and for the benefit of Purchaser.

The Purchaser covenants and agrees to keep current with all FCC and USF fees and obligations incurred on and after the date hereof.

9. Executory Contact Designation. For any and all executory contracts and leases of the Sellers which have not been rejected as of the Closing Date, Purchaser shall pay to Sellers all carrying costs and all other charges and expenses relating to such agreements commencing as of the date of the Closing until the earlier of (i) the date such agreements are specifically assumed by the Sellers and assigned to the Purchaser or (ii) the effective date that such agreements are rejected by the Sellers. In addition to provisions provided elsewhere in this Agreement, Purchaser agrees to indemnify Debtor and its affiliates against, and to hold them harmless from, all liens, liabilities and obligations arising out of the performance or failure to perform, under such executory contracts and unexpired leases during the period from the closing date until the earlier of the date such executory contracts and unexpired leases are assumed and assigned or the effective date that

such executory contracts and unexpired leases are rejected, or if neither assumed and assigned nor rejected.

EXHIBIT C

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

-----X
In re Chapter 11
VIVARO CORPORATION, *et al.*, Case No. 12-13810 (MG)
Debtors. (Jointly Administered)
-----X

**ORDER PURSUANT TO SECTIONS 105(a) AND 363 OF THE BANKRUPTCY
CODE (I) APPROVING (A) SALE OF SUBSTANTIALLY ALL OF THE ASSETS
OF THE DEBTORS OUTSIDE THE ORDINARY COURSE OF BUSINESS, FREE AND
CLEAR OF ALL LIENS, CLAIMS, INTERESTS, AND ENCUMBRANCES,
AND (B) FORM AND CONTENT OF ASSET PURCHASE AGREEMENT**

Upon the motion, dated November 16, 2012 (the “Motion”) [ECF No. 115] of debtors and debtors in possession Vivaro Corporation; STI Prepaid, LLC; Kare Distribution, Inc.; STi Telecom, Inc.; TNW Corporation; STi CC I, LLC; and STi CC II, LLC (collectively, the “Debtors”), for, among other things, entry of an order (the “Sale Order”) pursuant to sections 105(a), 363, and 365 of title 11 of the United States Code (the “Bankruptcy Code”); Rules 2002, 6004, and 6006 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”); Local Bankruptcy Rules 2002-1, 6004-1, and 9006-1(b); and the Amended Guidelines for the Conduct of Asset Sales established and adopted by the United States Bankruptcy Court for the Southern District of New York pursuant to General Order M-383 (the “Sale Guidelines”), granting the following relief: (i) approving the Debtors’ Sale¹ of the Purchased Assets (as that term is defined in the APA) to [Next Angel, LLC]² (the “Purchaser”) pursuant to the *Asset Purchase and Sale*

¹ To the extent not otherwise defined or indicated herein, all capitalized terms shall have the meanings ascribed to them in the Motion and the APA.

² The members of Next Angel, LLC, and the percentage of their respective membership interests, are as follows: Next Communications, Inc. (“Nextcomm”) (42.5%); Angel Telecom (USA) Inc. (“Angel”) (42.5%); Marcatel Telecommunications, LLC (15%). Nextcomm and Angel Telecom AG, Angel’s parent corporation, provide post-petition trade credit to the Debtors pursuant to the DIP Credit Agreement.

Agreement between the Debtors and the Purchaser (the “APA”, a true and correct copy of which is annexed hereto as Exhibit “A”), free and clear of all liens, claims, interests, encumbrances and other liabilities of any kind or nature whatsoever, whether secured or unsecured, choate or inchoate, filed or unfiled, scheduled or unscheduled, noticed or unnoticed, recorded or unrecorded, contingent or non-contingent, liquidated or unliquidated, matured or unmatured, disputed or undisputed, senior or subordinated or known or unknown, whether arising prior to or subsequent to the Petition Date, whether imposed by agreement, understanding, law, equity or otherwise, including without limitation, any right of setoff, recoupment, netting or deduction, except for the Assumed Liabilities (the “Interests”), with such Interests to transfer, affix and attach to the proceeds of the Sale, all as more fully set forth herein; and (ii) approving the form and content of the APA; and the Court having entered an Order, dated December 19, 2012 (the “Amended Bidding Procedures Order”), authorizing (i) bidding procedures in connection with the Sale, (ii) the Breakup Fee, if any, and (iii) the Sale Notice; and the Purchaser having been chosen by the Debtors as the Successful Bidder at the Auction; and hearings on this Sale Order having been held on January 17, January 24, January 29 and January 31, 2013 (the “Sale Hearing”), at which time all interested parties were offered an opportunity to be heard with respect to the Sale; and the Court having reviewed and considered (i) the Motion, (ii) the objections thereto, if any, (iii) the declarations and supplemental declarations of Philip Gund and Robert Smith filed in support of the Motion (iv) the arguments of counsel made, and the evidence proffered or adduced, at the Sale Hearing; and it appearing that the relief requested in the Motion is in the best interests of the Debtors, their estates and creditors, and other parties-in-interest in the Debtors’ bankruptcy cases; and upon the record of the Sale Hearing and this case;

and after due deliberation thereon; and good cause appearing therefor, the Court hereby FINDS, DETERMINES, AND CONCLUDES THAT:

A. The findings and conclusions set forth herein constitute the Court's findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to this proceeding pursuant to Bankruptcy Rule 9014.

B. To the extent any of the following findings of fact constitute conclusions of law, they are adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are adopted as such.

C. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Motion.

D. The Court has jurisdiction over the Motion and the transactions contemplated by the APA pursuant to 28 U.S.C. §§ 157 and 1334, and this matter is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(A)(N). Venue of this case and the Motion in this District is proper under 28 U.S.C. §§ 1408 and 1409.

E. The statutory predicates for the relief sought in the Motion are sections 105, 363, and 365 of the Bankruptcy Code, and Bankruptcy Rules 2002, 6004, and 6006.

F. As evidenced by the affidavits of service previously filed with the Court, (i) proper, timely, adequate and sufficient notice of the Motion, the Sale Hearing and the Sale, has been provided in accordance with sections 102(1), 363 and 365 of the Bankruptcy Code, and Bankruptcy Rules 2002, 6004, 6006, 9006, 9007, 9008 and 9014, the local rules of the Court, and the Amended Bidding Procedures Order; (ii) such notice was proper, timely, good and sufficient, and appropriate under the particular circumstances; (iii) the Sale Motion and all other relevant documents were duly and properly served on all required persons and entities in

accordance with the Amended Bidding Procedures Order; and (iv) no other or further notice of the Motion, the Sale Hearing or the Sale, is necessary or shall be required.

G. The Debtors (i) have full corporate power and authority to execute the APA and all other documents contemplated thereby, and the sale of the Purchased Assets by the Debtors has been duly and validly authorized by all necessary corporate action of the Debtors, (ii) have all of the requisite power and authority necessary to consummate the transactions contemplated by the APA and the Motion, (iii) have taken all corporate action necessary to authorize and approve the APA and the consummation by the Debtors of the transactions contemplated thereby, and (iv) no consents or approvals, other than those expressly provided for in the APA, are required for the Debtors to consummate such transactions.

H. Entry into the APA and consummation of the transactions contemplated thereby constitute the exercise by the Debtors of sound business judgment and such acts are in the best interests of the Debtors, their estate, and creditors. The Court finds that the Debtors have articulated good and sufficient business reasons justifying the Sale of the Purchased Assets pursuant to sections 105 and 363 of the Bankruptcy Code. Such business reasons include, but are not limited to, the facts that (a) the APA constitutes the highest and/or best offer for the Purchased Assets and (b) the APA and the closing thereon will present the best opportunity to realize the value of the Debtors' assets and avoid decline and devaluation of the Debtors' business. A valid business purpose exists for approval of the transactions contemplated by the Sale Motion pursuant to section 363(b) of the Bankruptcy Code. The sale of the Purchased Assets to Purchaser under the APA will constitute a transfer for reasonably equivalent value and fair consideration under the Bankruptcy Code and all applicable law. The consideration

provided by the Purchaser for the Purchased Assets under the APA is fair and reasonable and may not be avoided under section 363(n) of the Bankruptcy Code.

I. The APA and the transactions contemplated by the APA were negotiated and have been and are undertaken by the Debtors and the Purchaser at arm's length, without collusion or fraud, and in good faith within the meaning of section 363(m) of the Bankruptcy Code. The process employed by the Debtor and its advisors in connection with the Auction was fair, adequate and reasonable in order to obtain the highest and best price possible for the Purchased Assets and the Debtor afforded all interested potential purchasers a full, fair and reasonable opportunity to make a higher and better offer to purchase the Purchased Assets. The Auction conducted in accordance with the Amended Bidding Procedures Order on January 15 and 16, 2013, at which the Purchaser was declared the highest and best bidder, was conducted in good faith within the meaning of section 363(m) of the Bankruptcy Code. As a result of the foregoing, the Debtors and the Purchaser are entitled to the protections of section 363(m) of the Bankruptcy Code.

J. The APA was negotiated, proposed and entered into by the Debtors and the Purchaser without collusion, in good faith, and from arm's-length bargaining positions. Neither the Debtors nor the Purchaser have engaged in any conduct that would cause or permit the APA and Sale to be avoided under section 363(n) of the Bankruptcy Code.

K. The consideration provided by the Purchaser for the Purchased Assets is the highest and/or otherwise best offer received by the Debtors and is fair and reasonable. A sale of the Purchased Assets other than one free and clear of Interests would impact materially and adversely on the Debtors' bankruptcy estates, will yield substantially less value for the Debtors'

estate, with less certainty than the available alternatives and thus the alternative would be of substantially less benefit to the Debtors' estates.

L. A reasonable opportunity to object or be heard with respect to the Motion and the relief requested therein has been afforded to all interested persons and entities, including: (i) the Office of the United States Trustee for the Southern District of New York; (ii) the Official Committee of Unsecured Creditors (the "Committee"); (iii) those additional parties that have requested notice pursuant to Bankruptcy Rule 2002 (subject to any previous orders of this Court modifying such Rule); (iv) any party known to the Debtors to possess and/or exercise any control over any of the Purchased Assets; (v) any party known to the Debtors to assert any rights in the Purchased Assets; (vi) the Internal Revenue Service; (vii) all federal, state, and local regulatory authorities that have a known interest in the relief requested in the Motion; (viii) non-debtor parties to the Assumed Contracts; (ix) any party known to the Debtors to be a potential bidder for the Purchased Assets; and (x) all applicable federal, state and local tax authorities with jurisdiction over the Debtors and/or the Purchased Assets.

M. The Purchaser is not an "insider" of the Debtors, as that term is defined in section 101 of the Bankruptcy Code, provided however, that Marcatel Telecommunications, LLC, a non-debtor affiliate of the Debtors, is a member of the Purchaser.

N. The transfer of the Purchased Assets to the Purchaser will be a legal, valid, and effective transfer of the Purchased Assets, and, except for liabilities expressly assumed under the APA as "Assumed Liabilities," will vest the Purchaser with all right, title, and interest of the Debtors to the Purchased Assets free and clear of all Interests in the Purchased Assets, including, but not limited to, those (A) that purport to give to any party a right or option to effect any forfeiture, modification, right of first refusal, or termination of the Debtors' or the Purchaser's

interest in the Purchased Assets, or any similar rights, (B) relating to taxes arising under or out of, in connection with, or in any way relating to the operation of the Purchased Assets prior to the Closing (including all fees and taxes owed to the FCC and/or any state or federal taxing authority), and (C) (i) all mortgages, deeds of trust, security interests, conditional sale or other title retention agreements, pledges, liens, judgments, demands, encumbrances, rights of first refusal or charges of any kind or nature, if any, including, but not limited to, any restriction on the use, voting, transfer, receipt of income or other exercise of any attributes of ownership and (ii) all debts arising in any way in connection with any agreements, acts, or failures to act, of the Debtors or any of the Debtors' predecessors or affiliates, claims (as that term is defined in section 101(5) of the Bankruptcy Code), obligations, liabilities, demands, guaranties, options, rights, contractual or other commitments, restrictions, interests and matters of any kind and nature, whether known or unknown, contingent or otherwise, whether arising prior to or subsequent to the commencement of these cases pursuant to chapter 11 of the Bankruptcy Code, and whether imposed by agreement, understanding, law, equity or otherwise, including but not limited to claims otherwise arising under doctrines of successor liability.

O. The APA is being entered into in good faith and not to hinder, delay or defraud any creditors of the Debtors. The Debtors shall not in any way be liable or responsible for any liabilities, commitments or obligations in any way related to the Purchased Assets or the Assumed Contracts arising from and after the Closing Date. The Purchaser is not a continuation of the Debtors or their estates. There is no continuity of enterprise between the Debtors and the Purchaser. The Purchaser is not a successor to the Debtors or their estates and the transactions contemplated in the APA do not amount to, or otherwise constitute a consolidation, merger or de facto merger of the Purchaser and the Debtors or their estates.

P. The Purchaser would not have entered into the APA and would not consummate the transactions contemplated thereby, thus adversely affecting the Debtors, their estates, and their creditors, if the sale of the Purchased Assets to the Purchaser was not free and clear of all Interests of any kind or nature whatsoever, or if the Purchaser would, or in the future could, be liable for any of the Interests.

Q. The Debtors may sell the Purchased Assets free and clear of all Interests of any kind or nature whatsoever because one or more of the standards set forth in section 363(f)(1)-(5) of the Bankruptcy Code has been satisfied. Those holders of Interests who did not object, or who withdrew their objections, to the Sale or the Motion are deemed to have consented pursuant to section 363(f)(2) of the Bankruptcy Code. Those holders of Interests who did object fall within one or more of the other subsections of section 363(f) of the Bankruptcy Code and are adequately protected by having their Interests, if any, attach to the cash proceeds of the Sale ultimately attributable to the property against or in which they claim an Interest. For the avoidance of doubt, the *Order Pursuant to 11 U.S.C. §§ 105 and 363 Approving Removal and Sale of Certain Telecom Switches and Network Equipment by Third Party Seller* (Docket No. 257), entered on January 18, 2013, does not constitute a default under the APA, DIP Credit Agreement or DIP Orders.

R. Nextcomm and Angel Telecom AG (jointly, the "Lenders") provide post-petition trade credit to the Debtors pursuant to a DIP Credit Agreement which, inter alia, provided a lien in substantially all of the assets of the Debtors, as well as a superpriority administrative claim. The liens of the Lenders pursuant to the DIP Credit Agreement are valid and perfected liens in substantially all of the assets of the Debtors as provided under the DIP Credit Agreement and orders of the Bankruptcy Court. All of the obligations under the DIP Credit Agreement

constitute, for the purposes of section 363 (k) of the Bankruptcy Code, an allowed secured claim pursuant to section 506 (a) of the Bankruptcy Code (the "Allowed Secured Claim"). The Lenders have represented that they will assign the Allowed Secured Claim to Purchaser. In accordance with section 363(k) of the Bankruptcy Code, and as set forth in the APA, upon such assignment, the Purchaser has credit bid the Allowed Secured Claim as part of the consideration thereunder, which credit bid the Debtors accept pursuant to Section 363(k) as a set off to the purchase price (the "Credit Bid"). The Credit Bid was a valid and proper offer pursuant to sections 363(b) and 363(k) of the Bankruptcy Code. Upon closing of the Sale, the effect of the Credit Bid will be that neither the Lenders nor the Purchaser will have any further Allowed Secured Claim against the Debtors or their assets, except that the Carve-Out under the DIP Orders shall remain a superpriority claim against the Debtors for the benefit of the Debtors' and the Committee's professionals.

For all of the foregoing and after due deliberation, the Court ORDERS,
ADJUDGES, AND DECREES THAT:

General Provisions

1. The Motion is granted in its entirety as provided herein.
2. All objections and responses concerning the Motion are resolved in accordance with the terms of this Order and as set forth in the record of the Sale Hearing, and to the extent any such objection or response was not otherwise withdrawn, waived, or settled, it is hereby overruled and denied.

Approval of the APA

3. The APA, and all of the terms and conditions thereof, is approved.

4. Pursuant to section 363(b) of the Bankruptcy Code, the Debtors are empowered and authorized to perform their obligations under and comply with the terms of the APA, and consummate the Sale, pursuant to and in accordance with the terms and conditions of the APA.

5. The Debtors are authorized to execute and deliver, and empowered to perform under, consummate and implement, the APA, together with all additional instruments and documents that may be reasonably necessary or desirable to implement the APA, and to take all further actions as may be reasonably requested by the Purchaser for the purpose of assigning, transferring, granting, conveying and conferring to the Purchaser or reducing to possession, the Purchased Assets, or as may be necessary or appropriate to the performance of the obligations as contemplated by the APA.

6. This Sale Order and the APA shall be binding in all respects upon all creditors (whether known or unknown) of the Debtors, all parties in interest, all successors and assigns of the Purchaser, the Debtors and their affiliates and subsidiaries, the Purchased Assets, and any subsequent trustee appointed in the Debtors' chapter 11 cases or upon a conversion to a case under chapter 7 of the Bankruptcy Code, and shall not be subject to rejection. Nothing contained in any chapter 11 plan confirmed in this bankruptcy case or the confirmation order confirming any such chapter 11 plan shall conflict with or derogate from the provisions of the APA or this Sale Order. In the event of any inconsistency between the terms of the APA and this Sale Order, this Sale Order shall control.

7. Unless otherwise provided in the APA or the Transition Services Agreement (a true and correct copy of which is annexed hereto as Exhibit "B"), the APA and any related agreements, documents, or other instruments may be modified, amended or supplemented by the parties thereto in accordance with the terms thereof without further order of the Court; provided

that (a) the Committee and (b) the U.S. Trustee shall receive no less than three (3) business days' written notice of any modification, amendment or supplement, and (b) any such modification, amendment, or supplement is not material or does not have an adverse effect on the Debtors or the Debtors' estates.

Assumption and Assignment Procedures

8. The assumption and assignment of executory contracts and unexpired leases of non-residential real property is a material term of the APA. As soon as practicable after entry of this Order, but no later than seven (7) days before the Assumption Hearing (defined below), the Debtors shall file with the Court and serve on all counterparties to any executory contract or unexpired lease that may be assumed by the Debtors and assigned to the Purchaser (the "Contract Notice Parties"), an Assumption Notice, that identifies, to the extent applicable: (i) the contract or lease that may be an Assumed Contract, (ii) the name of the counterparty to such contract or lease, and (iii) the cure amount for such contract or lease if it becomes an Assumed Contract; provided, however, that the presence of a contract or lease on the Assumption Notice does not constitute an admission that such contract is an executory contract or unexpired lease.

9. All contract or lease counterparties who have timely filed objections to the assumption and assignment of any contract or lease, proposed cure amount or adequate assurance of future performance proposed with respect thereto (individually, an "Objecting Party" and collective, the "Objecting Parties")³ may have their objections heard at the Assumption Hearing, unless the objection is resolved prior to the Assumption Hearing. Any party that has failed to

³ The Objecting Parties are as follows: STX Communications LLC (Docket No. 212); 75 Broad, LLC (Docket No. 214); Banc of America Leasing & Capital LLC (Docket No. 219); Oracle Americas, Inc. (Docket No. 226); Entel, S.A. (Docket No. 228); 15-01 Pollitt Drive LLC (Docket No. 230); Diga Entertainment, LLC (Docket No. 231); AT&T Corp. (Docket No. 236); Wind Telecom, S.A. (Docket No. 237); Sprint Communications Company L.P. (Docket No. 238); Marcatel Com, S.A. De C.V./Unifica, Gusma Properties, LP and Gusma Investments, LP (Docket No. 245)

timely file an objection to the assumption and assignment of any contract or lease or related cure amount or adequate assurance of future performance is forever barred from objecting thereto, including asserting any additional cure or other default amounts against the Debtors and their bankruptcy estates, and the Purchaser with respect such executory contract(s) and unexpired lease(s) and shall be deemed to consent to the Sale and the assumption and assignment of such executory contract(s) or unexpired lease(s) in connection therewith.

10. Subject to the Court's availability, the Assumption Hearing will be held on February 15, 2013, or such later date as the parties may be heard. If the Debtors and the counterparty(ies) are unable to consensually resolve any objection prior to the Assumption Hearing, the dispute will be heard at the Assumption Hearing (or such other date as fixed by the Court).

11. Nothing in this Sale Order or the APA authorizes the assumption, assignment or rejection, in whole or in part, of any executory contracts, including but not limited to, the contracts listed on the Notice of (I) Potential Assumption and Assignment of Executory Contracts and Unexpired Leases; and (II) Cure Amount with Respect to Executory Contracts and Unexpired Leases to be Potentially Assumed and Assigned, dated December 20, 2012. Other than the rights and obligations between the parties to the APA, nothing herein or in the APA shall affect the rights of any Objecting Parties, all of which rights are hereby preserved, including, without limitation, the right of an Objecting Party to seek, oppose or support (a) any assumption, assignment or rejection of an Objecting Party Agreement on any legal or factual basis, (b) adequate assurance of future performance, (c) the estimation or assertion of any proposed cure amounts, (d) the assumption by the Purchaser of all obligations and liabilities under any Objecting Party Agreement by virtue of the assumption and assignment of the

Objecting Party Agreement under Section 365 and other applicable law, including, to the extent applicable, contingent, unmatured, or unliquidated claims, and whether such arise or arose pre- or post-closing, and (e) adequate assurance for payment of such obligations and liabilities. For purposes of this Sale Order, “Objecting Party Agreement” means any written contract, agreement, license or other document that creates binding contractual obligations between an Objecting Party and one or more of the Debtors. Nothing in this Sale Order or the APA shall prejudice, estop, bar, impair or otherwise limit in any respect any party's rights under Section 365 of the Bankruptcy Code with respect to the Objecting Party Agreements, including, without limitation, the rights set forth above in subparts (a) through (e).

Transfer of Assets

12. Notwithstanding anything to the contrary herein, pursuant to sections 105(a) and 363(f) of the Bankruptcy Code, the Purchased Assets shall be transferred to the Purchaser, and upon Closing (as that term is defined in the APA) shall be, free and clear of all Interests, with all such Interests of any kind or nature whatsoever to attach to the net proceeds of the Sale in the order of their priority, with the same validity, force and effect which they now have as against the Purchased Assets, subject to any claims and defenses the Debtors may possess with respect thereto.

13. Except as expressly permitted or otherwise specifically provided by the APA or this Sale Order, all persons and entities, including, but not limited to, all debt security holders, equity security holders, governmental, tax, and regulatory authorities, lenders, employees, trade and other creditors, holding Interests against or in the Debtors or the Purchased Assets, arising under or out of, in connection with, or in any way relating to, the Debtors, the Purchased Assets, the operation of the Purchased Assets prior to the Closing, or the transfer of the Purchased Assets to the Purchaser, are forever barred, estopped, and permanently enjoined from asserting against

the Purchaser, its successors or assigns, its property, or the Purchased Assets, such persons' or entities' Interests or Claims.

14. The transfer of the Purchased Assets to the Purchaser pursuant to the APA constitutes a legal, valid, and effective transfer of the Purchased Assets, and shall vest the Purchaser with all right, title, and interest of the Debtors in and to the Purchased Assets free and clear of all Interests of any kind or nature whatsoever.

15. If any Person (as that term is defined in the APA) or entity that has filed financing statements, mortgages, mechanic's liens, lis pendens, or other documents or agreements evidencing Interests in the Debtors or the Purchased Assets shall not have delivered to the Debtors prior to the Closing, in proper form for filing and executed by the appropriate parties, termination statements, instruments of satisfaction, releases of all Interests which the Person or entity has with respect to the Debtors or the Purchased Assets or otherwise, then (a) the Debtors are authorized and directed to execute and file such statements, instruments, releases and other documents on behalf of the Person or entity with respect to the Purchased Assets and (b) the Purchaser is authorized to file, register, or otherwise record a certified copy of this Sale Order, which, once filed, registered or otherwise recorded, shall constitute conclusive evidence of the release of all Interests in the Purchased Assets of any kind or nature whatsoever.

Notwithstanding anything herein, the rights of the Debtors to execute such documents shall not extend to releasing or cancelling Diga's security interest, if any. This Order shall be binding upon and govern the acts of all persons or entities, including without limitation, all filing agents, recording agencies, secretaries of state and all other persons and entities who may be required by operation of law to accept, file, register or otherwise record or release any documents or instruments.

16. All persons or entities, presently or on or after the Closing Date with access to or in possession or control of some or all of the Purchased Assets are directed to provide access to and surrender possession of the Purchased Assets to the Purchaser on the Closing Date or at such other time thereafter as the Purchaser may request.

17. To the extent that the Debtors are selling any “personally identifiable information” (as that term is defined in 11 U.S.C. § 101(41A)) to the Purchaser, then the Debtors have satisfied section 363(b)(1)(A) of the Bankruptcy Code because the Purchaser has agreed to comply with, and be bound by, the Debtors’ privacy policy.

Additional Provisions

18. The consideration provided by the Purchaser for the Purchased Assets under the APA constitutes reasonably equivalent value and fair consideration under the Bankruptcy Code and laws of the United States, and any state (including New York), territory, possession, or the District of Columbia.

19. At Closing, Marcatel and Unifica are hereby deemed to have collectively waived the amount of \$800,000 in post-petition administrative expense claims against the Debtors, and such claims shall be deemed released against the Debtors and their estates.

20. On the Closing of the Sale, the Debtors’ creditors are authorized and directed to execute such documents and take all other actions as may be necessary to release their Interests in the Purchased Assets, if any, as such Interests may have been recorded or may otherwise exist.

21. Pursuant to the terms of the APA and the Bidding Procedures Orders, if the Sale has not been consummated by February 4, 2013 as the result of Purchaser’s failure to satisfy any of its conditions precedent to Closing, the Debtors shall have the right, but not the obligation, to terminate the APA and be authorized, but not required, to deem the next highest or otherwise best Qualified Bid for the Purchased Assets (the “Back-Up Bid,” and the party submitting the

Back-Up Bid, the “Back-Up Bidder”) as the Successful Bid, as disclosed at the Sale Hearing, and the Debtors, in consultation with the Consulting Parties shall be authorized, but not required, to enter into agreements with the Back-Up Bidder and consummate the Sale with the Back-Up Bidder without further order of the Court. The Back-Up Bid shall remain open until the first business day following the consummation of a Sale of the relevant assets to the Successful Bidder.

22. Pursuant to the terms of the APA, if the Closing has not been consummated by February 8, 2013 as the result of Sellers’ failure to satisfy any of their conditions precedent to Closing, the Purchaser shall have the right, but not the obligation, to terminate the APA.

23. This Sale Order (a) shall be effective as a determination that, on the Closing, all Interests existing as to the Debtors or the Purchased Assets prior to the Closing have been unconditionally released, discharged and terminated, and that the conveyances described herein have been effected, and (b) shall be binding upon and shall govern the acts of all entities including without limitation, all filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of deeds, registrars of deeds, administrative agencies, governmental departments, secretaries of state, federal, state, and local officials, and all other persons and entities who may be required by operation of law, the duties of their office, or contract, to accept, file, register or otherwise record or release any documents or instruments, or who may be required to report or insure any title or state of title in or to any of the Purchased Assets.

24. Each and every federal, state, and local governmental agency or department is directed to accept any and all documents and instruments necessary and appropriate to consummate the transactions contemplated by the APA.

25. All entities who are presently, or on the Closing may be, in possession of any or all of the Purchased Assets are directed to surrender possession of the Purchased Assets to the Purchaser on the Closing.

26. Except for the Assumed Liabilities or as expressly permitted or otherwise specifically provided for in the APA or this Sale Order, the Purchaser shall have no liability or responsibility for any liability or other obligation of the Debtors arising under or related to the Purchased Assets other than for the Assumed Liabilities. Without limiting the generality of the foregoing, and except as otherwise specifically provided herein and in the APA, to the extent allowed by law, the Purchaser shall not be liable for any claims against the Debtors or any of their predecessors and/or affiliates, and the Purchaser shall have no successor or vicarious liabilities of any kind or character including, but not limited to, any such liability that may be imposed by statute (e.g., under so-called “bulk sale” laws) or any theory of antitrust, environmental, successor or transferee liability, labor law, *de facto* merger, or substantial continuity, whether known or unknown as of the Closing, now existing or hereafter arising, whether fixed or contingent, with respect to the Debtors or any obligations of the Debtors arising prior to the Closing, including, but not limited to, liabilities on account of any taxes arising, accruing, or payable under, out of, in connection with, or in any way relating to the operation of the Purchased Assets prior to the Closing.

27. Under no circumstances shall the Purchaser be deemed a successor of or to the Debtors for any Interest against or in the Debtors or the Purchased Assets of any kind or nature whatsoever. The sale, transfer, assignment and delivery of the Purchased Assets shall not be subject to any Interests, and Interests shall remain with, and continue to be obligations of, the Debtors. All Persons holding Interests against or in the Debtors or the Purchased Assets shall be,

and are, forever barred, estopped, and permanently enjoined from asserting, prosecuting, or otherwise pursuing such Interests against the Purchaser, its property, its successors and assigns, or the Purchased Assets, as an alleged successor or otherwise, with respect to any Interest of any kind or nature whatsoever such Person or entity had, has, or may have against or in the Debtors, their estates, officers, directors, shareholders, or the Purchased Assets. Following the Closing, no holder of an Interest in the Debtors shall interfere with the Purchaser's title to or use and enjoyment of the Purchased Assets based on or related to such Interest, or any actions that the Debtors may take in their chapter 11 cases.

28. Notwithstanding anything to the contrary in this Sale Order, the APA or any sale documents, the allocation of the proceeds of the Sale shall be determined and fixed by further Order of the Bankruptcy Court.

29. Notwithstanding anything to the contrary in this Sale Order, the APA, the Transition Services Agreement or otherwise, (a) none of the agreements ("Oracle Agreements") between one or more of the Debtors, on the one hand, and Oracle America, Inc., including any of its predecessors-in-interest ("Oracle"), on the other hand, and (b) none of the Oracle software, shall be transferred to the Purchaser, absent a further Order of this Court or pursuant to the procedures set forth herein. Further, to the extent that (a) any computer equipment or any IT assets are transferred to the Purchaser that embodies or contains Oracle software and (b) such transfer of equipment occurs prior to the assumption and assignment of any Oracle Agreements, then such Oracle software shall be scrubbed prior to the transfer of such equipment. To the extent that Oracle subsequently consents to the assumption and assignment of any Oracle Agreements, then with respect to such Oracle Agreements, the Debtors shall have no further access to any Oracle software, absent separate agreement between Oracle and Debtors. To the

extent that the terms of this paragraph conflict with other provisions of this Order, the APA or the Transition Services Agreement, the terms of this paragraph shall control.

30. Notwithstanding anything to the contrary contained in the APA, this Sale Order and/or any document or instrument entered into in respect of this Sale, including, without limitation, any amendments, modifications and/or supplements thereto:

a. The Purchaser, in respect of the Purchased Assets, shall be responsible for and shall timely pay, from and after the Closing Date, all federal Universal Service Fund contribution obligations (the “USF Obligations”) resulting from or relating to telecommunications services provided post-Closing Date, including, without limitation, all USF Obligations resulting from any true-up of the telecommunications reporting worksheets (a “Worksheet” or, quarterly, an FCC Form “499-Q” or, annually, an FCC Form “499-A”) required to be submitted thereafter by the Purchaser or by the Debtors in respect of telecommunications services provided post-Closing Date.

b. Similarly, the Debtors shall be responsible for and shall pay all USF Obligations resulting from or relating to telecommunications services provided by the Debtors pre-Closing Date, including, without limitation, all USF Obligations resulting from the true-up of any 499-Q or 499-A Worksheet required to be submitted by the Debtors or by the Purchaser in respect of telecommunications services provided pre-Closing Date.

c. The Debtors and the Purchaser shall each timely comply with all reporting obligations required by USAC, the Federal Communications Commission (the “FCC”) and applicable regulations and FCC orders relating to the telecommunications services provided post-Petition Date.

d. Within ten (10) business days after the Closing Date, the Debtors shall submit to USAC all information and documentation required by USAC to deactivate the Debtors' USF Filer ID numbers so as to establish "deactivation dates" as of the Closing Date.

e. Nothing in the APA, this Sale Order or in connection with the Sale shall prohibit, limit, impair or otherwise restrict USAC's right to (i) conduct audits of the books and records of the Debtors and/or the Purchaser, including in respect of reported contributor revenues, for the pre-Petition Date, post-Petition Date and post-Closing Date periods, (ii) assess and invoice any USF Obligations resulting from any such audits, and (iii) pursue USAC's rights related to any such audits, including, without limitation, amending any previously filed claims against the Debtors.

31. All liens, including any lien of Diga Entertainment LLC ("Diga") (to the extent any such liens may exist), on property sold pursuant to this Order and the APA will attach to the proceeds of the Sale with the same force, effect and validity as the liens on such property. Nothing in this Order, the APA or the sale of the Debtors' assets free and clear of all liens, as provided herein, shall be deemed to abrogate, limit or otherwise deny the security interest of Diga (to the extent any such interest may exist), or any rights Diga may have as a secured creditor, in the event of the assignment and assumption of the "Manufacturing & Distribution Agreement", the "Consent to Assignment and Assumption", the "Settlement Agreement", the "Second Modification Agreement" and the "Consulting Agreement" between Diga and the Debtors.

32. The Carve-Out under the DIP Order and DIP Credit Agreement shall remain as a superpriority administrative claim against the Debtors and their estates for the benefit of the Debtors' and the Committee's professionals.

33. Subject to the terms of the APA and the Transition Services Agreement, the Purchaser shall provide the Sellers with an original or copy of all documents and electronic files, pins, CDR and other electronic data maintained by the Sellers.

34. This Court retains jurisdiction to enforce and implement the terms and provisions of the APA and other sale documents, all amendments thereto, any waivers and consents thereunder, and of each of the agreements, instruments and documents executed in connection therewith in all respects, including, but not limited to, retaining jurisdiction to (a) compel delivery of the Purchased Assets to the Purchaser, (b) compel delivery of the purchase price or performance of other obligations under the APA owed to the Debtors, (c) resolve any disputes arising under or related to the APA, except as otherwise provided therein, (d) interpret, implement, and enforce the provisions of this Sale Order, and (e) protect the Purchaser against (i) any of the Excluded Liabilities or (ii) any Interests in the Debtors or the Purchased Assets, of any kind or nature whatsoever, attaching to the proceeds of the Sale; provided, however, that in the event the Court abstains from exercising or declines to exercise such jurisdiction or is without jurisdiction with respect to the APA, other sale documents or this Sale Order, such abstention, refusal, or lack of jurisdiction shall have no effect upon, and shall not control, prohibit, or limit the exercise of jurisdiction of any other court having competent jurisdiction with respect to any such matter.

35. Next Angel, LLC, Angel Telecom AG, Angel Telecom (USA) Inc., Next Communications, Inc., Marcatel Com, S.A. de C.V., Marcatel Telecommunications, LLC and Organizacion Radio Beep S.A. De C.V./Unifica are subject to and hereby consent to the Court's jurisdiction.

36. The transactions contemplated by the APA are undertaken by the Purchaser in good faith, as that term is used in section 363(m) of the Bankruptcy Code, and accordingly, the reversal or modification on appeal of the authorization provided herein to consummate the Sale shall not affect the validity of the Sale of the Purchased Assets to the Purchaser, unless such authorization is duly stayed pending such appeal. The Purchaser is a purchaser in good faith of the Purchased Assets, and is entitled to all of the protections afforded by section 363(m) of the Bankruptcy Code.

37. The terms and provisions of the APA and this Sale Order shall be binding in all respects upon, and shall inure to the benefit of, the Debtors, their estates, and their creditors, the Purchaser, and its respective affiliates, successors and assigns, and any affected third parties including, but not limited to, all persons asserting an Interest in the Purchased Assets to be sold to the Purchaser pursuant to the APA, notwithstanding any subsequent appointment of any trustee(s), party, entity or other fiduciary under any section of the Bankruptcy Code or, as to which trustee(s), party, entity or other fiduciary such terms and provisions likewise shall be binding.

38. The provisions of this Sale Order and the terms and conditions of the APA shall be binding upon, fully enforceable against and inure to the benefit of any trustee, responsible officer or other fiduciary appointed in the Debtors' chapter 11 cases or any successor case under any section of the Bankruptcy Code or any applicable law. Such binding effect is an integral part of this Sale Order.

39. The failure specifically to include any particular provisions of the APA in this Sale Order shall not diminish or impair the effectiveness of such provision, it being the intent of the Court that the APA be authorized and approved in its entirety.

40. Nothing contained in this Sale Order shall be construed to apply to any Person, Governmental Body (as that term is defined in the APA) or other entity that is beyond the jurisdiction of this Court, except as may otherwise be appropriate under applicable law.

41. The stay of orders authorizing the use, sale or lease of property as provided for in Fed. R. Bank. P. 6004(h) shall not apply to this Sale Order, and this Sale Order is immediately effective and enforceable upon entry and its provisions shall be self-executing, and the automatic stay of Orders authorizing the sale, use or lease of property from the Debtors' estates, as set forth in Fed. R. Bank. P. 6004 shall not apply to this Order.

42. The provisions of this Sale Order are nonseverable and mutually dependent.

43. The sale approved by this Sale Order is not subject to avoidance pursuant to Section 363(n) of the Bankruptcy Code.

44. The Court shall retain jurisdiction over the implementation, interpretation and enforcement of this Sale Order.

Dated: January 31, 2013
New York, New York

/s/Martin Glenn
MARTIN GLENN
United States Bankruptcy Judge

EXHIBIT D

CURRENT STATUS:

