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January 31, 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: Application for Assignment of International Section 214 Authorizations  
and Request for Special Temporary Authority, File Nos. ITC-ASG-  
20130130-00037 and ITC-STA-20130130-00038

Dear Ms. Dortch:

Next Angel LLC (“Next Angel”), by counsel, files this letter pursuant to Section 1.65 of the Federal Communications Commission’s (“FCC” or “Commission”) rules<sup>1</sup> to provide updated information for the above-referenced pending applications for assignment of international Section 214 authority from STi Telecom Inc. (“STi Telecom”) to Next Angel and for Special Temporary Authority to continue providing service to the customers of STi Telecom pending approval of the assignment application. Specifically, Next Angel herein provides a copy of the final order from the Bankruptcy Court.

In addition, Next Angel provides minor updates to the ownership information reported in the pending applications. Specifically, Next Angel is now directly owned as follows:

- Next Communications, Inc. (“Next Communications”): 42.5% Equity and Voting Ownership in Next Angel.
- Angel Telecom (USA) Inc. (“Angel Telecom”): 42.5% Equity and Voting Ownership in Next Angel.
- Marcatel Telecommunications, LLC (“Marcatel”): 15% Equity and Voting Ownership in Next Angel.

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<sup>1</sup> 47 C.F.R. § 1.65.



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In the pending application, Next Angel reported the following direct ownership:<sup>2</sup>

- Next Communications: 45% Equity and Voting Ownership in Next Angel.
- Angel Telecom: 40% Equity and Voting Ownership in Next Angel.
- Marcatel: 15% Equity and Voting Ownership in Next Angel.

To reflect this slight modification in ownership, the ownership information in the pending application should be updated as follows:

**Direct Ownership:**

The following individuals have a direct ten percent or greater direct ownership interest in assignee, Next Angel:

Direct Shareholder Name: Next Communications, Inc.  
Address: 100 North Biscayne Blvd., 9th Floor,  
Miami, FL 33132  
Citizenship: United States  
Principal Business: Telecommunications  
Percentage Equity and Voting Ownership in Next Angel: 42.5%

Direct Shareholder Name: Angel Telecom (USA) Inc.  
Address: c/o WUERSCH & GERING LLP  
100 Wall Street, 10th Fl.  
New York, NY 10005  
Citizenship: United States  
Principal Business: Telecommunications  
Percentage Equity and Voting Ownership in Next Angel: 42.5%

Direct Shareholder Name: Marcatel Telecommunications, LLC  
Address: 10190 Katy Freeway, Suite 410  
Houston, TX 77043  
Citizenship: United States

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<sup>2</sup> See Assignment Application, Attachment 1 at 3-4; STA Application, Attachment 2 at 5-7.



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Principal Business: Telecommunications  
Percentage Equity and Voting Ownership in Next Angel: 15%

**Indirect Ownership:**

Next Communications Ownership:

Indirect Shareholder Name: Arik Meimoun  
Address: 450 Alton Road, No 1102, Miami Beach,  
Florida 33139  
Citizenship: United States  
Principal Business: Telecommunications  
Attributable Equity and Voting Ownership in Next Angel: 21.25%

Indirect Shareholder Name: Engin Yesil  
Address: 40 Star Island Drive, Miami Beach, Florida  
33139  
Citizenship: Turkey  
Principal Business: Real Estate  
Attributable Equity and Voting Ownership in Next Angel: 15.725%

Angel Telecom Ownership:

Indirect Shareholder Name: Angel Telecom Holding AG  
Address: Blegistrasse 11a,  
CH-6340 Baar, Switzerland  
Citizenship: Switzerland  
Principal Business: Holding Company  
Attributable Equity and Voting Ownership in Next Angel: 42.5%

Indirect Shareholder Name: Angel Telecom Corporation  
Address: Blegistrasse 11a,  
CH-6340 Baar, Switzerland  
Citizenship: United States  
Principal Business: Holding Company  
Attributable Equity and Voting Ownership in Next Angel: 42.5%

Marcatel Ownership:



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Indirect Shareholder Name: IXC International LLC  
Address: 10190 Katy Freeway, Suite 410  
Houston, TX 77043  
Citizenship: United States  
Principal Business: Holding Company  
Attributable Equity and Voting Ownership in Next Angel: 15%

Indirect Shareholder Name: Telecom Overseas C.V. ("TOCV")<sup>3</sup>  
Address: AJ Emstraat 199  
Amsterdam, Netherlands  
Citizenship: Netherlands  
Principal Business: Holding Company  
Attributable Equity and Voting Ownership in Next Angel: 15%

No other individual or entity will hold a ten percent or greater ownership interest in Next Angel.

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<sup>3</sup> TOCV has one general partner: Stichting Jarda which is a Dutch foundation. Stichting Jarda owns less than a one percent (1 %) interest in TOCV. The address of Stichting Jarda is Baarerstrasse 75 CH-6300, Zug, Switzerland. TOCV has one limited partner: Gustavo Mario de la Garza Ortega, a citizen of Mexico whose principal business is his work as a telecommunications executive. Mr. De la Garza Ortega owns more than a ninety-nine percent (99%) interest in TOCV. The address of Mr. De la Garza Ortega is Avenida San Jeronimo 210 Poniente, Colonia San Jeronimo, Monterrey, Nuevo Leon.



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If you have any questions, please do not hesitate to contact the undersigned.

Sincerely,

*/s/ Colleen King*

Colleen King

cc: David Krech

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’ Sale<sup>1</sup> of the Purchased Assets (as that term is defined in the APA) to [Next Angel, LLC]<sup>2</sup> (the “Purchaser”) pursuant to the *Asset Purchase and Sale*

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<sup>1</sup> 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.

<sup>2</sup> 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")<sup>3</sup> 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

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<sup>3</sup> 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