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VIA OVERNIGHT DELIVERY

October 18, 2012

Jaclyn A. Brillling, Secretary
New York State Department of Public Service
Three Empire State Plaza
Albany, NY 12223-1350

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RECEIVED
PUBLIC SERVICE
COMMISSION
EXECUTIVE OFFICE

Re: Request for Approval of a Transfer of the RNK, Inc. CPCN and related Transactions

Dear Secretary Brillling:

Pursuant to Sections 99 of the Public Service Law, RNK, Inc. (“RNK”) and Signal Point Corp. (“Signal Point”) (collectively, the “Parties”) hereby respectfully request the New York Public Service Commission (“Commission”) grant the approval or such authority as may be necessary to enable the Parties to consummate a transfer of RNK’s licenses and assets to Signal Point (collectively “Transaction”).

1. On February 17, 2012, RNK, its parent Wave2Wave Communications, Inc. (“Wave2Wave”), and its affiliates (collectively, “Debtors”) filed for chapter 11 bankruptcy protection in the New Jersey federal courts. On February 17, 2012 (the “Filing Date”), the Debtors filed voluntary petitions for relief under Chapter 11, Title 11 of the United States Code (the “Bankruptcy Code”). Since the Filing Date, the Debtors have remained in possession of their assets and continued management of their business as debtors-in-possession pursuant to Sections 1107 and 1108 of the Bankruptcy Code.

2. On April 19, 2012, the Debtors filed a plan of reorganization (the “Plan”) and accompanying disclosure statement (the “Disclosure Statement”) for the Plan. Subsequent to the filing of the Plan, the Debtors and their advisors evaluated the cash requirement necessary to

confirm the Plan and determined that the Debtors were unable to raise the necessary exit financing and/or capital to fund the Debtors' exit from Chapter 11 under the Plan.

3. As a result, the Debtors and their advisors had several discussions with Robert DePalo, the Chief Executive Officer and Managing Member of Brookville Special Purpose Fund, LLC ("Brookville") and Veritas High Yield Fund, LLC ("Veritas"), the Debtors' first-lien and second-lien pre-petition lenders, respectively, and the managing member of The Robert DePalo Special Opportunity Fund, LLC, the Debtors' post-petition DIP financing lender. The Debtors and Mr. DePalo discussed, among other things, the possibility of an entity controlled by Mr. DePalo serving as the "stalking horse" for the sale of the Debtors' assets. Those discussions and ensuing negotiations among the Debtors and Mr. DePalo culminated in an Asset Purchase Agreement by and among the Debtors and Signal Point that is attached as **Exhibit A** (the "APA"). Signal Point is a privately held New York corporation. Signal Point is 100% owned by Signal Point Holding Corp., a Delaware company. Robert DePalo is the Chief Executive Officer Signal Point and owns 93.7% of the outstanding stock of Signal Point Holding Corp.

4. On August 20, 2012, the bankruptcy court approved sale procedures under Section 363 of the bankruptcy code to transfer substantially all of RNK and Wave2Wave, including RNK's telecommunications licenses. The Debtors, upon court approval, will enter into an Asset Purchase Agreement with Signal Point Corp., a New York corporation, which will transfer substantially all the assets telecommunications licenses of RNK. The transfers are contingent upon regulatory approval. Upon consummation of the transaction, the regulated entity will be Signal Point Corp. The court approved the sales procedures under Section 363 of the bankruptcy code on September 27, 2012 and the Transaction closed on September 28, 2012.

The Parties provide the following information in support of this request:

I. THE PARTIES

A. Signal Point Corp.

Signal Point is a privately held New York corporation. Signal Point is 100% owned by Signal Point Holding Corp., a Delaware company. Robert DePalo is the Chief Executive Officer of Signal Point and owns 93.7% of the outstanding stock of Signal Point Holding Corp. Mr. DePalo is a United States citizen residing in New York. Signal Point is headquartered at 175 The Great Road, Bedford, MA 01703.

B. RNK, Inc.

RNK, Inc. is a Massachusetts corporation whose sole shareholder is Wave2Wave Communications, Inc. RNK, Inc. is authorized by the Commission to provide facilities-based and resold local exchange and interexchange services.^{1/} RNK is also the parent of RNK VA, LLC (“RNK VA”), a Virginia limited liability company with authority to provide facilities-based and resale competitive local exchange access telecommunications services.

RNK is a full-service network communications service provider that offers a variety of origination and termination products, services, and customized network solutions. As of the date of this filing, RNK services about 200 New York business and wholesale customers.² RNK serves a range of communication service providers, including international tier one carriers, domestic interexchange carriers, competitive local exchange carriers (“CLECs”), Internet service

^{1/} RNK obtained facilities based local exchange authority from the Commission in Case No. 02-C-05-35.

² RNK has continually communicated with customers during the process and many have, or are in the process of, porting to new providers. RNK also services approximately 230 Interconnected VoIP customers in New York.

providers (“ISPs”), and broadband providers. Some of the services RNK provides include intrastate presubscribed interexchange services, residential and business local exchange services, and wholesale telecommunications services.^{3/} RNK’s facilities based services are limited to LATA 128 in New York.

Exhibit B includes organizational charts showing the current ownership structure and the ownership structure after the transfer is completed.

II. DESIGNATED CONTACTS

For purposes of this request, inquiries or copies of any correspondence, Orders, or other materials should be directed as follows:

FOR SIGNAL POINT	FOR RNK
Mathew Tennis Counsel 175 Great Road Bedford, MA 01703 (781) 613-6000 (telephone) (781) 297-9836 (facsimile) mtennis@sigpt.com	Michael Tenore, Acting General Counsel 175 Great Road Bedford, MA 01703 (781) 613-6000 (telephone) (781) 297-9836 (facsimile) mtenore@rnkcom.com

III. DESCRIPTION OF THE TRANSACTION

The Transaction will be undertaken in essentially two phases. In phase one, Signal Point will purchase substantially all of the assets of RNK, RNK VA and Wave2Wave upon approval of the bankruptcy court. The purchase price is \$3,500,000.00. Upon approval of the bankruptcy

^{3/} RNK is authorized to provide interexchange and intrastate telecommunications services in Connecticut, District of Columbia, Florida, Maine, Maryland, Massachusetts, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, Vermont and Virginia. RNK provides some of the described services in some of the states. Not all of the services are provided in every state in which RNK has authority to provide service.

court, the Transaction will close within three (3) business days and the assets purchased by Signal Point will be transferred, including any personnel being transferred to Signal Point.⁴ Pursuant to the terms and subject to the conditions of the APA, the Debtors, subject to a Court-approved auction and sale process and any higher and better offers in accordance with the proposed bidding procedures outlined below (the “Bidding Procedures”), will sell to Purchaser their right, title and interest in and to the Purchased Assets and, in connection therewith, assume and assign to the Purchaser the Assigned Contracts of the Debtors. The Purchaser will purchase the Purchaser Assets and Assigned Contracts free and clear of any and all liens, Claims, Encumbrances and interests pursuant to Sections 363 and 365 of the Bankruptcy Code. After the Sale (as defined below) closes, the Debtors intend to file a motion to convert these Chapter 11 cases to cases under Chapter 7 of the Bankruptcy Code pursuant to Section 1112(a) of the Bankruptcy Code.

The salient terms of the Purchaser’s offer to purchase the Purchaser Assets are set forth in the APA, and are summarized herein:⁵

(A) Purchased Assets. Pursuant to Section 2.2 of the APA, at the Closing, and on the terms and conditions set forth in the APA and the Sale Order, the Debtors shall sell, transfer, assign, convey and deliver to Purchaser, and Purchaser, shall accept all the Debtors’ right, title and interest in and to the Purchaser Assets, other than, in each case, any Excluded Assets. See APA, §§ 2.1, 2.2 and 2.4.

(B) Excluded Assets. Section 2.4 of the APA sets forth the Excluded Assets which will not be purchased by Signal Point.

⁴ RNK and RNK VA’s employees are all employed in Massachusetts. The companies do not employ any individuals in this state.

⁵ The foregoing is only a summary of the APA. Please consult the APA for a complete and accurate description of its terms. Terms not defined herein shall have their meaning set forth in the APA. Due to the voluminous nature of the disclosure schedules to the APA, such disclosure schedules will be not be filed with the Commission. A copy of the disclosure schedules will be provided to Commission staff upon request.

(c) **Assumed Liabilities.** Subject to the terms and conditions of the APA, immediately after the Closing, Purchaser shall assume and thereafter pay, perform and discharge when due the Assumed Liabilities that have not been paid, performed or discharged as of the Closing, which are: (i) all amounts due and owing by the Debtors under the Brookville Loan in the approximate amount of \$10,251,185.87; (ii) all amounts due and owing by the Debtors under the Veritas Loan in the approximate amount of \$4,525,111.32; (iii) all amounts due and owing by the Debtors under the DIP Loan in the approximate amount of \$3,500,000.00; (iv) all accounts payable of the Debtors through the Closing Date with respect to the Acquired Business, which Purchaser shall pay in the ordinary course of business, including, but not limited to, arising out of any of the Assigned Contracts, Real Property Leases and Personal Property Leases, in the approximate amount of \$1,750,608.40; (v) all Liabilities of the Debtors under the Assigned Contracts, Real Property Leases, Personal Property Leases and the Permits arising after the Closing Date including all liabilities and obligations relating to any customer deposits and customer advances and credits, the security deposits and the Debtors' rights under any letters of credit or similar instruments securing customer deposits, advances or credits with respect to the revenue from customer accounts, to the extent permissible under applicable law; (vi) all Cure Costs related to the Assigned Contracts, the Real Property Leases and Personal Property Leases and which shall be paid by Purchaser in accordance with the terms of Schedule 3.1(d) to the APA; (vii) all Liabilities arising out of Purchaser's ownership of the Purchased Assets after the Closing Date; (viii) all other Liabilities which Purchaser assumes pursuant to other provisions of the APA; and (ix) all Liabilities and obligations with respect to claims arising out of the ownership of the Purchased Assets or the employment of any of the Transferred Employees after the Closing Date.

(D) **Excluded Liabilities.** Except for the Assumed Liabilities, Purchaser shall not assume and shall not be deemed to have assumed, any debt, claim, obligation or other liability of the Debtors whatsoever, all of which shall remain the sole responsibility and obligation of the Debtors. See APA, § 3.2.

(e) **Cure Payments.** The Debtors shall assume and assign to Purchaser as of the Closing Date all Assigned Contracts to which they are a party pursuant to Section 365 of the Bankruptcy Code and the Sale Order. All Cure Costs related to the Assigned Contracts, the Real Property Leases and Personal Property Leases shall be assumed by and paid by Purchaser in accordance with the terms of Schedule 3.1(d) to the APA. See APA, §§ 2.3 and 3.1.

(f) **Purchase Price.** Subject to adjustment in accordance with Section 4.7 of the APA, the purchase price for the Purchased Assets shall consist of (a) a cash payment at Closing of Three Million Five Hundred Thousand (\$3,500,000.00) Dollars (the "Closing Cash Payment") and (ii) Purchaser's assumption of the Assumed Liabilities. Purchaser agrees to pay the Closing Cash Payment in the manner described in Section 4.3 of the APA. The Closing Cash Payment shall be allocated among the Purchased Assets in

the manner described in Section 4.5 of the APA. See APA, § 4.1. The Closing Cash Payment shall be used to satisfy the enumerated liabilities on the Closing Certificate. See APA, § 4.4(f). The Closing Certificate provides for the payment of the following: (i) the amount of all unpaid fees and expenses as of the Closing for the Debtors' professionals and the Official Committee of Unsecured Creditors' professionals; (ii) the amount of statutory fees payable to the Office of the United States Trustee pursuant to United States Code, Title 28, Section 1930; (iii) the amount of the settlement payment due to the affiliates of Verizon Communications Inc.; and (iv) the amount to counsel for the Official Committee of Unsecured Creditors for disbursement to the Sellers' general unsecured creditors or as otherwise determined and directed by the Official Committee of Unsecured Creditors.

In phase two of the Transaction, upon receipt of all applicable regulatory approvals, Signal Point will acquire the licenses of RNK and its subsidiary, RNK VA pursuant to the Agreement, and RNK and RNK VA will then be dissolved. In the interim between the receipt of the regulatory approvals and the closing of Phase I, Signal Point shall operate the remaining assets and licenses of RNK and RNK VA pursuant to a management agreement. On the Closing Date, the Debtors and Purchaser shall execute and deliver a management agreement (the "Management Agreement"). Pursuant to the Management Agreement, Purchaser shall agree to fund the continued operations at the Business as set forth in the Management Agreement and the Debtors shall act as manager of the operations in each state or jurisdiction for which a FCC Consent or State Regulatory Consent has not been obtained on behalf of the Purchaser and at its direction consistent with all applicable laws and regulations. The Management Agreement and the APA both provide that no title or control of the licenses will transfer to Signal Point until the appropriate authorization has been obtained from the applicable regulatory agencies.

At the completion of the Transaction, Signal Point will continue to offer the same services at the same rates, terms and conditions pursuant to RNK's existing authorizations and

tariffs.⁶ Customers will continue to receive the same service quality they have come to expect from RNK under the Signal Point name. Accordingly, the contemplated Transaction will be beneficial to customers.

IV. PUBLIC INTEREST ANALYSIS

Approval of the Transaction is in the public interest and will ensure that another competitive alternative remains for New York consumers. As indicated above, following approval of the Transaction, Signal Point will offer services at the same rates, terms, and conditions to New York residents such that the Transaction will be transparent to consumers. It will also encourage the development and deployment of other innovative product offerings, at cost effective rates for New York consumers and facilitate an orderly transfer of services. Notices will be provided to customers using the pre approved form attached as **Exhibit C** and a revised TCCI form is attached hereto as **Exhibit D**.

V. CONCLUSION

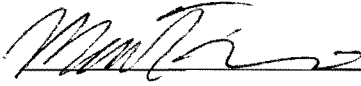
The Parties respectfully request that the Commission grant approval of the Transaction described herein and any other relief the Commission determines is appropriate.

An original 6 copies of this filing are enclosed.⁷ Also enclosed is a duplicate copy of this filing and a self-addressed, postage-paid envelope. Please date-stamp the duplicate upon receipt and return it in the envelope provided. Should the Commission have any questions, please contact the undersigned.

⁶ Signal Point will file an adoption supplement within one (1) year from the date of approval.

⁷ Representing the 5 copies required as per 16 NYCRR § 3.5 and one courtesy copy to Maria LeBoeuf.

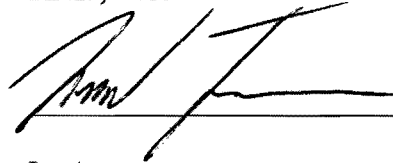
SIGNAL POINT CORP.



Its Attorney

Respectfully submitted,

RNK, INC.

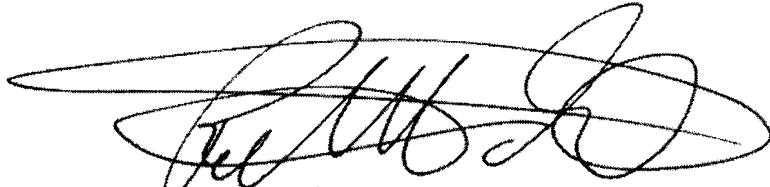


Its Attorney

COMMONWEALTH OF MASSACHUSETTS)
)
COUNTY OF MIDDLESEX)

VERIFICATION

I am authorized to represent Signal Point Corp. and to make this verification on their behalf. The statements in the foregoing document are true of my own knowledge, except as to matters which are herein stated on information and belief, and as to those matters, I believe them to be true.



Name: Robert DePalo
Title: Chairman and CEO

The foregoing instrument was acknowledge before me this 16thday October 2012




Notary Public

Gary A. Schonwald
Notary Public State of New York
No. 02SC6165252
Qualified in New York County
Commission Expires: May 07, 2015

COMMONWEALTH OF MASSACHUSETTS)
)
COUNTY OF MIDDLESEX)

VERIFICATION

I am authorized to represent RNK, Inc. and to make this verification on their behalf. The statements in the foregoing document are true of my own knowledge, except as to matters which are herein stated on information and belief, and as to those matters, I believe them to be true.


Name ERIC MANN
Title Treasurer

The foregoing instrument was acknowledge before me this 11th day of OCTOBER, 2012



Notary Public
My

EXHIBIT A

Asset Purchase Agreement

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (the "Agreement") is made as of August 20, 2012, by and among Wave2Wave Communications, Inc., a Delaware corporation and a debtor-in-possession ("W2W"), RNK Inc., a Massachusetts corporation and a debtor-in-possession ("RNK"), RNK Va, LLC, a Virginia limited liability company ("RNK Va", and collectively with W2W and RNK, each a "Seller" and collectively, "Sellers"), and Signal Share Corp., a New York corporation ("Purchaser").

RECITALS

WHEREAS, Sellers are in the business of providing communication services, including wired and wireless broadband internet access services, voice over internet protocol, data, email hosting, point-to-point communications, managed network services, collocation, virtual private networks and web hosting, in the Northeast and Midwest United States (the "Business").

WHEREAS, on February 17, 2012 (the "Filing Date"), Sellers commenced cases, Case Nos. 12-13896, 12-13899 and 12-13900 (which have been administratively consolidated and shall be collectively referred to herein as the "Bankruptcy Case"), under Chapter 11 of Title 11 of the Bankruptcy Code (the "Bankruptcy Code"), in the United States Bankruptcy Court for the District of New Jersey (the "Bankruptcy Court");

WHEREAS, Sellers are each currently operating their respective portion of the Business and managing their properties and assets as debtors-in-possession;

WHEREAS, on the terms and conditions contained in this Agreement, and subject to the approval of the Bankruptcy Court and the receipt of higher and better offers in accordance with bidding procedures to be approved by the Bankruptcy Court, Sellers desire to sell to Purchaser, and Purchaser desires to purchase from Seller, substantially all of the assets of Sellers used in connection with the Business, other than the Retained RNK Assets (as defined below) in accordance with the terms and provisions set forth herein (the "Sale Transaction"); and

WHEREAS, given the Securities and Exchange Commission ("SEC") pending investigation of the Sellers, the Purchaser, for the avoidance of doubt and the sake of complete transparency, discloses that it is reserving all of its post-closing options, which may include, but not be limited to, the sale, merger, combination, joint venture, acquisition by a public vehicle or other business structures that the Purchaser may elect. In determining to fund the Sale Transaction, the Purchaser has relied on its own due diligence, which included, but was not limited to, review of the letters attached to this Agreement as Schedule 6.2(h), from Fox Rothschild LLP, NYSE Regulation and NYSE Euronext, and the prior audit of the Sellers by RBSM LLP as well as all the filings made

with the Bankruptcy Court. The Sale Procedures Motion and this Agreement provide the SEC with a fair opportunity to raise any objection prior to the Bankruptcy Court's approval of the Sale Transaction with the Purchaser, and, thereby, assure and protect the same from any possible issues that the SEC may be aware of that the Purchaser is not aware of.

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

ARTICLE I

Definitions And References

"Accounts Receivable" has the meaning set forth in Section 2.2(b).

"Affiliate" means a Person which controls, is in common control with or is controlled by, another Person. A Person will be deemed to control another Person if such Person possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of such other Person, whether through the ownership of voting securities, by contract or otherwise.

"Agreement Date" means the first date upon which this Agreement has been mutually executed and delivered by Sellers and Purchaser.

"Approval Order" means the order of the Bankruptcy Court approving this Agreement and the sale by Sellers to Purchaser of the Purchased Assets, containing, among other things, provisions substantially the same as those set forth on Exhibit B attached hereto.

"Assigned Contracts" has the meaning set forth in Section 2.3(b).

"Assumed Employees" has the meaning set forth in Section 8.4.

"Assumed Loan Indebtedness" means all amounts due and owing by and all obligations of Sellers under the DIP Loan Indebtedness, the Brookville Loan Indebtedness and the Veritas Loan Indebtedness.

"Auction" has the meaning set forth in Section 6.2(a).

"Bankruptcy Case" has the meaning set forth in the Recitals.

"Bankruptcy Code" has the meaning set forth in the Recitals.

"Bankruptcy Court" has the meaning set forth in the Recitals.

“Brookville Loan Indebtedness” means all amounts due and owing by Seller to Brookville Special Purpose Fund, LLC pursuant to (i) Financing Agreement dated as of March 24, 2011, as amended, and (ii) a Senior Secured Term Note dated as of March 24, 2011.

“Business” has the meaning set forth in the Recitals.

“Business Day” means any day that is not a Saturday, Sunday or a day on which the commercial banks in New York, New York are required or permitted to be closed.

“Causes of Action” means any and all causes of action, grievances, arbitrations, actions, suits, demands, demand letters, claims, complaints, notices of non-compliance or violation, enforcement actions, investigations or proceedings of Sellers that are or may be pending on the Closing or that may be instituted or prosecuted by Sellers.

“Claims” has the meaning set forth in Section 2.1.

“Closing” means the consummation of the sale of the Business to Purchaser pursuant to Section 4.2 hereof.

“Closing Date” means the date upon which a Closing occurs as set forth in Section 4.2 of this Agreement.

“Competing Offer” has the meaning set forth in Section 6.2(a).

“Confidentiality Agreement” has the meaning set forth in Section 6.1(c).

“Cure Costs” means monetary amounts that must be paid and nonmonetary obligations that otherwise must be satisfied, including pursuant to Sections 365(b)(1)(A) and (B) of the Bankruptcy Code, in connection with the assumption and/or assignment of the Assigned Contracts, the Real Property Leases and the Personal Property Leases.

“DIP Loan Indebtedness” means all amounts due and owing by Sellers to the DIP Lender pursuant to a Secured Super-Priority Debtor-In-Possession Loan Agreement, dated as of March 19, 2012.

“DIP Lender” means The Robert DePalo Special Opportunity Fund, LLC.

“Encumbrances” shall mean any mortgage, pledge, lien (statutory or otherwise), security interest, easement, right of way, covenant, claim, restriction, right, option, conditional sale or other title retention agreement, charge or encumbrance of any kind or nature.

“Escrow Agreement” mean the Escrow Agent Agreement between Sellers, Purchaser and Escrow Agent substantially in the form of Exhibit F attached hereto.

“Escrow Agent” means Cole, Schotz, Meisel, Forman & Leonard, P.A.

“Excluded Assets” has the meaning set forth in Section 2.3.

“FCC” means the Federal Communications Commission (or any successor Governmental Authority).

“FCC Consents” means the granting by the FCC of its consent to the assignment of the FCC Licenses in connection with the consummation of the transactions contemplated hereby.

“FCC Licenses” means all licenses, authorizations, permits and construction permits issued by the FCC to any of Sellers, which are related to the Business, all of which are set forth on Schedule 2.3(c).

“FCC Rules” means the rules and regulations of the FCC, 47 Code of Federal Regulations, Part 1 et seq.

“Filing Date” has the meaning set forth in the Recitals.

“Final Order” means, (i) for purposes of the FCC Consents, an administrative order issued by the FCC for which the deadline for lodging any administrative appeal, reconsideration, stay or review by any objecting Person has expired pursuant to the FCC Rules; and (ii) for purposes of the consents required from all other Governmental Authorities (including, the State Regulatory Consents, as applicable), an action by any such Governmental Authority for which the time period has expired for any further action by such Governmental Authority.

“Governmental Authority” means any federal, state or local governmental or regulatory authority, department, agency, commission or body.

“Intellectual Property” has the meaning set forth in Section 2.2(e).

“Inventory” has the meaning set forth in Section 2.2(a).

“Knowledge” of a Person which is not an individual means the actual knowledge (as of the date(s) of the relevant representation) of the executive officers and directors of such Person.

“Leased Personal Properties” has the meaning set forth in Section 5.2(g).

“Leased Real Properties” has the meaning set forth in Section 5.2(f).

“Management Agreement” has the meaning set forth in Section 4.4(c).

“Permits” has the meaning set forth in Section 2.3(c).

“Person” means any individual, partnership, joint venture, firm, corporation, limited liability company, association, trust or other enterprise, or any government or political subdivision or any agency, department or instrumentality thereof.

“Personal Property Lease” means each of the leases for the Leased Personal Properties identified on Schedule 2.3(a).

“Premises” means the non-residential real property underlying the Real Property Leases, together with all tenements, hereditaments, easements, privileges, reversions, remainders and other rights and appurtenances belonging or in any manner appertaining thereto, including all reversionary interests in and to any adjoining or abutting rights-of-way and all riparian, littoral and other water rights.

“Price Allocation” has the meaning set forth in Section 4.5.

“Purchased Assets” has the meaning set forth in Section 2.2.

“Real Property Lease” means each of the leases identified on Schedule 2.3(a) hereto, together with all of a Seller’s right, title and interest of whatever type or nature thereunder, including without limitation, all occupancy and possessory rights, and all rights to leasehold improvements, guarantees, insurance proceeds (exclusive of deductibles or self-insured retention amounts) credits, prepaid expenses, security deposits, subrent, refunds, escrow accounts, condemnation rights and awards and all proceeds therefrom, reciprocal easement agreements, nondisturbance agreements, development and other ancillary agreements relating to such leases, and all other interests of Sellers thereunder.

“Regulatory Approvals” means the FCC consents and the State Regulatory Consents.

“Retained RNK Assets” has the meaning set forth in Section 2.4(c).

“Retained RNK Contracts” has the meaning set forth in Section 2.4(b).

“Sale Procedures” means the procedures for the submission of competing bids for the acquisition of the Purchased Assets.

“Sale Procedures Motion” means the motion to be filed in the Bankruptcy Court on behalf of Sellers for, among other things, approval of the Sale Procedures and entry of the Approval Order.

“Sale Procedures Order” means the order to be entered by the Bankruptcy Court containing, among other things, provisions substantially the same as those set forth on Exhibit A attached hereto.

“Sale Transaction” has the meaning set forth in the Recitals.

“SEC” has the meaning set forth in the Recitals.

“State Regulatory Consents” means any consents from state regulatory authorities with respect to the assignment or transfer of the State Regulatory Licenses in connection with the consummation of the transactions contemplated by this Agreement.

“State Regulatory Licenses” means any licenses, authorizations or permits issued by state regulatory authorities which are related to the Business and listed on Schedule 2.3(c).

“Subsidiary” or “Subsidiaries” has the meaning set forth in Section 5.2(e).

“Tax” and “Taxes” means (i) all taxes, charges, fees, levies, penalties or other assessments of any kind whatsoever imposed by any federal, state, local or foreign taxing authority, including, but not limited to, income, excise property, sales, transfer, franchise, payroll, withholding, social security or other taxes, whether computed on a separate or consolidated, unitary or combined basis or in any other manner, including any interest, penalties or additions attributable thereto or (ii) liability for the payment of any amounts of the type describe din clause (i) above as a result of being party to any agreement or any express or implied obligation to indemnify or otherwise succeed to the liability of any other Person.

“Tax Return” means any return, report, information return or other document (including any related or supporting information) required to be supplied to any governmental Authority with respect to Taxes.

“Transferred Employees” has the meaning set forth in Section 8.4.

“Veritas Loan Indebtedness” means all amounts due and owing by Sellers to Veritas High Yield Fund, LLC pursuant to (i) Loan Agreement, dated as of August 25, 2011, (ii) a Subordinated Senior Secured Promissory Note, dated as of October 1, 2011, and (iii) a Subordinated Senior Secured Promissory Note, dated as of October 3, 2011.

“Wells Fargo Lawsuit” means the pending proceeding commenced by W2W against Wells Fargo et. al., in the Superior Court of New Jersey, Bergen County, Law Division, Case No. L00353612.

ARTICLE II

Purchase and Sale of Assets

Section 2.1. Agreement to Purchase and Sell. On the terms and subject to the conditions contained in this Agreement, Purchaser agrees to purchase from Sellers, and Sellers agree to sell to Purchaser, all of Sellers' right, title and interest in and to the Purchased Assets. The Purchased Assets shall be sold to Purchaser free and clear of any and all liens, claims (as claim is defined in Section 101(5) of the Bankruptcy Code) and Encumbrances of whatever kind or nature, including but not limited to security interests, mortgages, pledges, charges, suits, licenses, options, rights of recovery, judgments, rights of first refusal, orders and decrees of any court or foreign or domestic governmental entity, interest, tax, covenants, restrictions, indentures, instruments, leases, options, contracts, agreements, claims for reimbursement, contribution, indemnity or exoneration, successor, product, environmental, taxes, labor, alter ego and other liabilities (collectively, "Claims"), other than the Assumed Liabilities.

Section 2.2. Enumeration of Purchased Assets. All assets, properties and rights of Sellers (other than Excluded Assets set forth in Section 2.4 below) comprising the Business set forth in this Section 2.2 shall constitute the "Purchased Assets", identified as follows:

(a) Sellers' cash and cash equivalents, net of the cash to be retained by Sellers pursuant to Section 2.4(a);

(b) all (whether ordered, in transit or in one of the Leased Properties), supplies, work-in-process, materials and stock in trade used in or held for sale in the Business (collectively, the "Inventory");

(c) all accounts receivable of the Business and any security or collateral therefor, including recoverable customer deposits (collectively, the "Accounts Receivable");

(d) all personal property used or held for use in the Business, including, without limitation, office furniture, copiers, fax machines, telephone systems, computers and computer software, fixtures, motor vehicles and other tangible property used or held for use in the Business including, but not limited to, those assets listed on Schedule 2.2(d), and any of the foregoing purchased subject to any conditional sales or title retention agreement in favor of any other Person;

(e) all telephone and facsimile numbers, email addresses, websites, advertising literature, photographic materials, packaging materials (including inserts), catalogs, customer and supplier lists, designs, historical performance and test result records, software, patterns, specifications, drawings and blueprints used in the Business;

(f) all licensed products or processes, patents and patent applications, copyrights, trademarks and trademark applications, trade names, service marks, service names, designs, know-how, processes, trade secrets, inventions, and other proprietary data used or held for use in the Business, all proceeds thereof, and all rights associated therewith, including without limitation, all registrations listed on Schedule 2.2(f), royalties, income, payments, claims, damages and proceeds of infringement suits, and the rights to sue for and remedies against any past, present or future infringements thereof and the rights of priority and protection of interests therein under applicable law (collectively “Intellectual Property”);

(g) copies of all books and records (including, without limitation, all customer lists and customer records) used or held for use in the Business and relating to the Purchased Assets; *provided, however*, that to the extent Sellers are required by law to retain the originals of the books and records, satisfactory copies of such originals may be delivered to Purchaser with the understanding that the originals will be delivered to Purchaser at such later date as is allowed by law;

(h) all credits, prepaid expenses, deferred charges, advance payments, security deposits, returns to and rebates from vendors, and prepaid items relating to the Business set forth on Schedule 2.2(h) (the “Prepaid Expenses and Deposits”);

(i) to the extent assignable by their terms, all rights under warranties, representations and guarantees made by suppliers, manufacturers, licensees, contractors or other Persons in connection with the Purchased Assets or the Business and all insurance claims or payments related to the Purchased Assets or the Business;

(j) the right to use all computer software programs and databases used in the Business;

(k) all employee loans and advances, including but not limited to those set forth on Schedule 2.2(i);

(l) all shares of common stock of Inc. Network;

(m) all claims and causes of action, if any, relating to the Business which Sellers may have against third parties, including without limitation, the Wells Fargo Lawsuit, and any counterclaims, set-offs or defenses Sellers may have with respect to the Assumed Liabilities;

(n) all Causes of Action that Sellers may assert under Chapter 5 of the Bankruptcy Code or any similar applicable law, regardless of whether or not such Causes of Action are commenced as of the Closing Date; provided, that Purchaser agrees that it will not pursue any of such Causes of Action;

(o) any and all other assets and rights that are not of the type or character referenced in Section 2.2(a)-(n) and which are used in the Business, except the Excluded Assets (as defined below); and

(p) all goodwill appurtenant to the Business.

Section 2.3. Assignment of Contracts and Licenses and Permits. Subject to the terms and conditions set forth in this Agreement, and to the extent assignable under Section 365 of the Bankruptcy Code or consented to by the third party or parties thereto, Sellers will assign and transfer to Purchaser, and Sellers will assume in their bankruptcy proceedings and will assign and transfer to Purchaser, effective as of the Closing Date, all of their right, title and interest in and to, and Purchaser will assume, the following rights, title and interests (and all of the following shall be deemed included in the term “Purchased Assets” as used herein):

(a) Those Real Property Leases and Personal Property Leases entered into prior to the date of this Agreement and set forth on Schedule 2.3(a);

(b) Those contracts entered into prior to the date of this Agreement and set forth on Schedule 2.3(b) (collectively, the “Assigned Contracts”); and

(c) All licenses, permits, registrations, variances, interim permits, permit applications, certificates, approvals or other authorizations under any regulation applicable to the Business that relate to the Business and that are transferable, including, but not limited to, the FCC Licenses and State Regulatory Licenses set forth on Schedule 2.3(c) (collectively, the “Permits”); subject to receipt of any Regulatory Approval necessary to transfer any of such Permits to Purchaser. Notwithstanding the foregoing, nothing in this Section or the Agreement is intended to transfer or assign any FCC Licenses and State Regulatory Licenses or any rights arising therefrom until the necessary and required Regulatory Approvals are obtained.

Section 2.4. Excluded Assets and Contracts. The Purchased Assets shall only include the assets set forth in Section 2.2 and the Real Property Leases, Personal Property Leases, Assigned Contracts and Permits set forth in Section 2.3, and shall not include any other assets or contracts of Sellers, including, without limitation, the following “Excluded Assets”:

(a) cash in the amount of \$25,000 for use in the Chapter 7 liquidation of the Retained RNK Assets;

(b) any contract, lease, license or agreement not listed on Schedule 2.3(a) or Schedule 2.3(b) (the “Retained RNK Contracts”);

(c) any assets and property of RNK or RNK Va listed on Schedule 2.4(c) (the “Retained RNK Assets”);

(d) all materials subject to any attorney-client or other privilege as well as any information concerning employees, the disclosure of which would violate an employee’s reasonable expectation of privacy;

(e) those contracts set forth in Schedule 2.3(b) that shall have terminated or expired on or before the Closing Date in accordance with their respective terms, or in the ordinary course of business;

(f) the rights of Sellers under this Agreement and all cash and non-cash consideration payable or deliverable to Sellers under this Agreement;

(g) except as otherwise provided in Section 2.2(h), all insurance policies and all rights thereunder;

(h) any equity interests issued by Sellers and their Subsidiaries;

(i) rights to any Tax refunds of any of Sellers, whether such refund is received as a payment or as a credit against future Taxes and any net operating losses of Sellers;

(j) the corporate charter, qualifications to conduct business as a foreign corporation, arrangements with registered agents relating to foreign qualifications, taxpayer and other identification numbers, seals, minute books, stock transfer books, blank stock certificates, and other documents relating to the organization, maintenance, and existence of each Seller as a corporation or a limited liability company, as the case may be, any books, records or the like of Sellers;

(k) the rights of each Seller under any other agreements between any of Sellers and Purchaser relating to the transactions contemplated hereby;

(l) claims against current or former directors, officers or other employees of, or agents, accountants or other advisors of or to, any of Sellers; and

(m) any licensees, permits or other assets that, in accordance with regulatory rules, orders or directives may not be transferred to Purchaser.

ARTICLE III

Liabilities

Section 3.1. Assumed Liabilities. At the Closing and subject to the terms and conditions hereof, Purchaser shall assume, and agree to pay, perform, fulfill and discharge the following liabilities and obligations of Sellers (the “Assumed Liabilities”):

- (a) the Assumed Loan Indebtedness;
- (b) all post-petition accounts payable of Sellers through the Closing Date with respect to the Purchased Assets (and which shall not include any accounts payable arising with respect to any of the Retained RNK Contracts), which Purchaser shall pay in the ordinary course of business, including, but not limited to, arising out of any of the Assigned Contracts, Real Property Leases, Personal Property Leases and regulatory license and other fees associated with telecommunications providers;
- (c) all liabilities and obligations of Sellers under the Assigned Contracts, Real Property Leases, Personal Property Leases and the Permits arising after the Closing Date including all liabilities and obligations relating to any customer deposits and customer advances and credits, the security deposits and Sellers’ rights under any letters of credit or similar instruments securing customer deposits, advances or credits with respect to the revenue from customer accounts (and to the extent in the possession of Sellers, which customer deposits, advances, credits, security deposits, rights under letters of credit or similar instruments and any other advances or deposits shall be delivered to Purchaser at Closing);
- (d) all Cure Costs related to the Assigned Contracts, the Real Property Leases and Personal Property Leases and which shall be paid by Purchaser in accordance with the terms set forth on Schedules 2.3(a) and 2.3(b);
- (e) all liabilities and obligations arising out of Purchaser’s ownership of the Purchased Assets after the Closing Date;
- (f) all other liabilities and obligations which Purchaser assumes pursuant to other provisions of this Agreement; and
- (g) all liabilities and obligations with respect to claims arising out of the ownership of the Purchased Assets or the employment of any of the Transferred Employees after the Closing Date.

Section 3.2. Excluded Liabilities. Except for the Assumed Liabilities, Purchaser shall not assume and shall not be deemed to have assumed, any debt, claim, obligation or other liability of Sellers whatsoever (the “Excluded Liabilities”), all of

which shall remain the sole responsibility and obligation of Sellers, including, without limitation, any liabilities or obligations with respect to the Retained RNK Contracts.

ARTICLE IV

Purchase Price; Manner of Payment and Closing

Section 4.1. Consideration. Subject to adjustment in accordance with Section 4.7 hereof, the purchase price (the "Purchase Price") for the Purchased Assets shall consist of (a) a cash payment at Closing of Three Million Five Hundred Thousand (\$3,500,000.00) Dollars (the "Closing Cash Payment") and (b) Purchaser's assumption of the Assumed Liabilities. Purchaser agrees to pay the Closing Cash Payment in the manner described in Section 4.3 below. The Closing Cash Payment shall be allocated among the Purchased Assets in the manner described in Section 4.5 below.

Section 4.2. Time and Place of the Closing. The closing of the transactions contemplated by this Agreement (the "Closing") shall take place at 10:00 a.m., Eastern Standard Time, at the offices of Cole, Schotz, Meisel, Forman & Leonard, P.A., Court Plaza North, 25 Main Street, Hackensack, New Jersey, (a) three (3) Business Days after all of the conditions set forth in Article 7 have been satisfied or waived (or such longer period after such conditions have been satisfied as may be required by the Approval Order under the provisions of the Federal Rules of Bankruptcy Procedure 6004(h) or 6006(d)), or (b) upon such other date as mutually agreed to by the parties. The date on which the Closing occurs in accordance with the foregoing and effective upon payment of the Closing Cash Payment is referred to in this Agreement as the "Closing Date."

Section 4.3. Manner of Payment of the Consideration. At the Closing, Purchaser shall pay the Closing Cash Payment by wire transfer of immediately available funds to the Escrow Agent's account, which Sellers shall designate by written notice delivered to Purchaser not later than two (2) days prior to the Closing Date. The Closing Cash Payment shall be held by the Escrow Agent and disbursed in accordance with the terms of the Escrow Agreement.

Section 4.4. Closing Deliveries. At the Closing:

(a) Sellers shall execute and deliver to Purchaser (i) a Bill of Sale, substantially in the form attached hereto as Exhibit C, (ii) an Assignment and Assumption Agreement, substantially in the form attached hereto as Exhibit D, with respect to the Assumed Liabilities, and (iii) such other endorsements, assignments and other instruments of transfer and conveyance, in form and substance reasonably satisfactory to Purchaser's counsel, as shall be effective, together with the Approval Order, to vest in Purchaser as of the Closing Date good title, free and clear, in accordance with the terms

of the Approval Order, of any Claims and Encumbrances to all of the Purchased Assets as provided herein and in the Approval Order.

(b) in addition to the foregoing, there shall be executed and delivered at the Closing the following:

(i) by each Seller to Purchaser, a certificate, dated the Closing Date and signed by such Seller's President, Chief Executive Officer or Chief Operating Officer, certifying that the representations and warranties of such Seller contained in Section 5.2 are accurate and complete both when made and at and as of the Closing Date with the same effect as though made at and as of such time and that all covenants required by the terms hereof to be performed by such Seller on or before the Closing Date, to the extent not waived by Purchaser in writing, have been so performed in all material respects (or, if any such covenant has not been so performed, indicating that such covenant has not been performed);

(ii) by each Seller to Purchaser, a certificate, dated the Closing Date and signed by such Seller's President, Chief Executive Officer or Chief Operating Officer, attaching (A) a certified copy of the resolutions of the board of directors or other governing body of such Seller, as applicable, authorizing the execution, delivery and performance of this Agreement and all documents associated herewith; and (B) a certified copy of the organizational documents of such Seller and all amendments thereto;

(iii) by Purchaser to Sellers, a certificate, dated the Closing Date and signed by Purchaser's President or Chief Executive Officer, certifying that the representations and warranties of Purchaser contained in Section 5.1 are accurate and complete both when made and at and as of the Closing Date with the same effect as though made at and as of such time and that all covenants required by the terms hereof to be performed by Purchaser on or before the Closing Date, to the extent not waived by Sellers in writing, have been so performed in all material respects (or, if any such covenant has not been so performed, indicating that such covenant has not been performed); and

(iv) by Purchaser to Seller, a certificate, dated the Closing Date and signed by Purchaser's President or Chief Executive Officer, attaching (A) a certified copy of the resolutions of the board of directors of Purchaser authorizing the execution, delivery and performance of this Agreement and all documents associated herewith; and (B) a certified copy of the articles of incorporation and bylaws of Purchaser and all amendments thereto.

(c) Sellers and Purchaser shall execute and deliver a management agreement substantially in the form of Exhibit E (the "Management Agreement") on the Closing Date. Pursuant to the Management Agreement, Purchaser shall agree to fund the

continued operations at the Business as set forth in the Management Agreement and Sellers shall act as manager of the operations in each state or jurisdiction for which a FCC Consent or State Regulatory Consent has not been obtained on behalf of the Purchaser and at its direction consistent with all applicable laws and regulations. Pursuant to the Management Agreement, the Purchaser shall fund at the Closing the “Account” required under Section 4(b) of the Management Agreement. At such time as any State Regulatory Consent and any FCC Consent shall have become Final Orders, the corresponding State Regulatory License and FCC License shall be promptly transferred in a manner reasonable requested by Purchaser.

(d) As holder of the Assumed Loan Indebtedness, Purchaser will cause Brookville Special Purpose Fund, LLC and Veritas High Yield Fund LLC to deliver a release of their liens on any the Excluded Assets authorizing Sellers to file a UCC-3 with respect to the termination of such liens.

(e) Sellers, Purchaser and the Escrow Agent shall execute and deliver the Escrow Agreement.

(f) Not later than three (3) Business Days prior to the Closing Date, the Sellers shall deliver to the Purchaser for its review and approval (which approval shall not be unreasonably withheld or denied) a draft of a certificate, substantially in the form of Exhibit G attached hereto, to be delivered at Closing by the Sellers to the Purchaser and the Escrow Agent setting forth the uses of the Closing Cash Payment, which shall include, but not be limited to, the payment of \$2,200,000 to Verizon .

(g) At Closing, the Purchaser by wire transfer of immediately available funds to an account designated by Sellers not less than two (2) Business days before the Closing an amount equal to the amount of the Prepaid Expenses and Deposits.

(h) Purchaser shall have delivered to the Sellers evidence reasonably satisfactory to the Sellers that the Purchaser has received an investment from its shareholders of not less than one million (\$1,000,000) for working capital purposes.

Section 4.5. Allocation of Consideration. The Purchase Price shall be allocated among the Purchased Assets in the manner required by Section 1060 of the Internal Revenue Code of 1986, as amended (the “Price Allocation”). Prior to the Closing the Purchaser and Seller shall mutually agree upon the Price Allocation. Each party agrees to timely file an IRS Form 8594 reflecting the Price Allocation for the taxable year that includes the Closing Date and to make any timely filing required by applicable state or local laws. Each party hereto shall adopt and utilize the Price Allocation for purposes of all tax returns filed by them and shall not voluntarily take any position inconsistent with the foregoing in connection with any examination of any tax return, any refund claim, any litigation proceeding or otherwise, except that Purchaser’s

cost for the Purchased Assets may differ from the amount so allocated to the extent necessary to reflect Purchaser's capitalized acquisition costs other than the amount realized by Sellers. In the event that the Price Allocation is disputed by any taxing authority, the party receiving notice of the dispute shall promptly notify the other party of such dispute and the parties hereto shall cooperate in good faith in responding to such dispute in order to preserve the effectiveness of the Price Allocation.

Section 4.6. Transfer Taxes. The transfer of the Purchased Assets is a transfer pursuant to Section 1146(c) of the Bankruptcy Code, and, therefore, the making, delivery, filing and recording of various instruments of transfer to be recorded in connection with the sale by Sellers of the Purchased Assets to Purchaser shall not be taxed under any law imposing a recording tax, stamp tax, transfer tax or similar tax. To the extent that such a tax is assessed, however, notwithstanding any other provision of this Agreement, all transfer, registration, stamp, documentary, sales, use and similar taxes (including, but not limited to, all applicable real estate transfer or gains taxes), any penalties, interest and additions to tax, and court, registration and filing fees incurred in connection with this Agreement shall be the responsibility of and be timely paid by Sellers from the Closing Cash Payment. Sellers and Purchaser shall cooperate in the timely making of all filings, returns, reports and forms as may be required in connection therewith.

Section 4.7. Prorations. Subject to Purchaser's obligations with respect to the assumption of accounts payable of Sellers under Section 3.1(a) and the payment of all Cure Costs pursuant to Section 3.1(d), rent, current taxes, prepaid advertising and other items of expense and income relating to or attributable to the Business, Real Property Leases, Personal Property Leases or other Assigned Contracts that are included within the Purchased Assets shall be prorated between Sellers and Purchaser as of the Closing Date. Rent shall be prorated on the basis of a thirty (30) day month. In accordance with Section 4.4(g), Purchaser shall pay to Sellers in cash on the Closing Date the amount of any security or similar deposits with the landlords or other contracting parties under the Real Property Leases, Personal Property Leases or any other Assigned Contracts that are included within the Purchased Assets and the amount of any other deposits made by Sellers relating to the real property or the property to which such Real Property Leases, Personal Property Leases or other Assigned Contracts relate.

ARTICLE V

Representations and Warranties

Section 5.1. Purchaser's Representations and Warranties. Purchaser represents and warrants to Sellers that:

(a) Purchaser is a corporation validly existing and in good standing under the laws of the jurisdiction of its organization. Purchaser is duly qualified and in good standing in each jurisdiction in which the nature of its business requires it to be so qualified.

(b) Purchaser has full power and authority to enter into and perform this Agreement and all documents and instruments to be executed by Purchaser pursuant to this Agreement. The execution and delivery of this Agreement by Purchaser, and the performance by Purchaser of all of its obligations hereunder, have been duly authorized and approved prior to the date hereof by all necessary corporate action. This Agreement has been duly executed and delivered by Purchaser and constitutes its legal, valid and binding agreement, enforceable against it in accordance with its terms.

(c) Except for the Court's entry of the Approval Order, no consent, authorization, order or approval of, or filing or registration with, any governmental authority or other person is required for the execution and delivery by Purchaser of this Agreement and the consummation by Purchaser of the transactions contemplated by this Agreement.

(d) Except for any required Regulatory Approvals, neither the execution and delivery of this Agreement by Purchaser, nor the consummation by Purchaser of the transactions contemplated hereby, will conflict with or result in a breach of any of the terms, conditions or provisions of the certificate of incorporation or bylaws of Purchaser, or of any agreement or instrument to which Purchaser is a party or any of its properties is subject or bound or any statute or administrative regulation, or of any order, writ, injunction, judgment or decree of any court or governmental authority or of any arbitration award that is binding upon Purchaser.

(e) As of the Closing, Purchaser shall have sufficient cash on hand to pay the Closing Cash Payment and to make all other necessary payments of fees and expenses in connection with the transactions contemplated by this Agreement.

(f) Neither Sellers nor any of their Affiliates nor any other Person has made any representation or warranty, express or implied, as to the accuracy or completeness of any information regarding Sellers, the Business or the Purchased Assets, or the transactions contemplated by this Agreement not expressly set forth in this Agreement, and neither Seller, any of their Affiliates nor any other Person will have or be subject to any liability to Purchaser or any other Person resulting from the distribution to Purchaser or its representatives or the use by Purchaser or any of its Affiliates of, any such information, including any confidential memoranda distributed on behalf of Sellers relating to the Business or the Purchased Assets or other publications or data room information provided to Purchaser or its representatives, or any other document or information in any form provided to Purchaser or its representatives in connection with

the sale of the Purchased Assets, assumption of the Assigned Contracts and the transactions contemplated hereby. Purchaser acknowledges that it, along with its representatives, has conducted or, as of the Closing Date, will have conducted, to its satisfaction, its own independent investigation of the Business, the Purchased Assets, and the Assigned Contracts, and in making the determination to proceed with the transactions contemplated by this Agreement, Purchaser has, or will have, relied on the results of its own independent investigation.

(g) PURCHASER HEREBY ACKNOWLEDGES AND AGREES THAT, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN SECTION 5.2 BELOW (AND ON THE SCHEDULES ATTACHED HERETO), SELLERS MAKE NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO ANY MATTER RELATING TO THE PURCHASED ASSETS, INCLUDING, WITHOUT LIMITATION, INCOME TO BE DERIVED OR EXPENSES TO BE INCURRED IN CONNECTION WITH THE PURCHASED ASSETS, THE VALUE OF THE PURCHASED ASSETS, THE TRANSFERABILITY OF THE PURCHASED ASSETS, TITLE TO THE PURCHASED ASSETS, THE COLLECTABILITY OF THE ACCOUNTS RECEIVABLE, OR ANY OTHER MATTER OR THING RELATING TO THE PURCHASED ASSETS. WITHOUT IN ANY WAY LIMITING THE FOREGOING, SELLERS HEREBY DISCLAIM ANY WARRANTY, EXPRESS OR IMPLIED, OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE AS TO ANY PORTION OF THE PURCHASED ASSETS. PURCHASER FURTHER ACKNOWLEDGES THAT PURCHASER HAS CONDUCTED AN INDEPENDENT INSPECTION AND INVESTIGATION OF THE PURCHASED ASSETS, AND ALL SUCH OTHER MATTERS RELATING TO OR AFFECTING THE PURCHASED ASSETS, AS PURCHASER DEEMED NECESSARY OR APPROPRIATE AND THAT IN PROCEEDING WITH ITS ACQUISITION OF THE PURCHASED ASSETS AND THE CLOSING CONTEMPLATED UNDER THIS AGREEMENT, EXCEPT FOR ANY REPRESENTATIONS AND WARRANTIES EXPRESSLY SET FORTH IN THIS SECTION 5.1, PURCHASER IS DOING SO BASED SOLELY UPON SUCH INDEPENDENT INSPECTIONS AND INVESTIGATIONS. ACCORDINGLY, PURCHASER WILL ACCEPT THE PURCHASED ASSETS AT THE CLOSING “AS IS,” “WHERE IS,” AND “WITH ALL FAULTS.”

Section 5.2. Sellers’ Representations and Warranties. Sellers jointly and severally represent and warrant to Purchaser that:

(a) Subject to the Court’s entry of the Approval Order, Sellers have full power and authority to enter into and perform this Agreement and all documents, agreements and instruments to be executed by Sellers pursuant to or in connection with this Agreement (collectively, “Sellers’ Ancillary Documents”). The execution and delivery by Sellers of this Agreement and Sellers’ Ancillary Documents, and the

performance by Sellers of all of their obligations hereunder and thereunder, have been duly authorized and approved prior to the date hereof by all necessary corporate action. This Agreement has been, and Sellers' Ancillary Documents will be, duly executed and delivered by duly authorized officers of Sellers.

(b) Except for the Court's entry of the Approval Order and the consents set forth on Schedule 5.2(b) attached hereto which shall be obtained by Sellers prior to the Closing (except in the case of the FCC Consents and the State Regulatory Consents which will not be delivered at Closing), no consent, authorization, order or approval of, or filing or registration with, any governmental authority or other person or entity not furnished at or prior to Closing is required for the execution and delivery of this Agreement and Sellers' Ancillary Documents and the consummation by Sellers of the transaction contemplated by this Agreement and Sellers' Ancillary Documents. Except as noted above, neither the execution and delivery by Sellers of this Agreement and Sellers' Ancillary Documents, nor the consummation by Sellers of the transactions contemplated hereby and thereby, will conflict with or result in a breach of any of the terms, conditions or provisions of any agreement or instrument to which Sellers are a party or any of their properties is subject or bound or any statute or administrative regulation, or of any order, writ, injunction, judgment or decree of any court or any governmental authority or of any arbitration award, in each case to which Sellers are subject or by which Sellers are bound, which conflict or breach could have a material adverse effect on Sellers, the Business, the Purchased Assets or the transactions contemplated by this Agreement.

(c) Upon the Court's entry of the Approval Order and the termination of all Encumbrances on the Purchased Assets, Sellers will have good title to and the power to sell the Purchased Assets, free and clear of any Claims (other than the liens with respect to the Assumed Loan Indebtedness).

(d) Except as set forth on Schedule 5.2(d) attached hereto, there is no litigation or proceeding, in law or in equity, pending against Sellers with respect to the Business or the Purchased Assets and there are no proceedings or governmental investigations before any commission or other administrative authority pending against or, to Sellers' Knowledge, threatened against Sellers with respect to the Business or the Purchased Assets.

(e) Set forth on Schedule 5.2(e) attached hereto is a true, correct and complete list of all wholly and partially owned subsidiaries of each Seller ("Subsidiary" or "Subsidiaries"), including, in each case, each Seller's ownership interest in each such Subsidiary.

(f) Set forth on Schedule 5.2(f) attached hereto is a true, correct and complete list of all real property leased by Sellers or Sellers' Subsidiaries and used in

connection with the Business (the “Leased Real Properties”). The Leased Real Properties include all the real property interests necessary to permit Sellers to conduct the Business in all material respects as it is being conducted as of the date of this Agreement. Sellers do not lease, sublease or license any real property other than the Leased Real Properties, whether as lessor, sublessor, lessee, sublessee, licensor, licensee or otherwise.

(g) Set forth on Schedule 5.2(g) attached hereto is a true, correct and complete list of all personal property leased by Sellers or Seller’s Subsidiaries and used in connection with the Business (the “Leased Personal Properties”). The Leased Personal Properties include all the leased personal property necessary to permit Sellers to conduct the Business in all material respects as it is being conducted as of the date of this Agreement. Sellers do not lease, sublease or license any personal property other than the Leased Personal Properties, whether as lessor, sublessor, lessee, sublessee, licensor, licensee or otherwise.

ARTICLE VI

Conduct Prior to the Closing

Section 6.1. Access and Information. (a) Subject to the right of Sellers to limit access to certain proprietary or confidential information prior to entry of the Approval Order and satisfaction of all conditions to Closing, upon prior notice to Sellers, Sellers shall afford to Purchaser and to Purchaser’s financial advisors, legal counsel, accountants, consultants, financing sources, and other authorized representatives, access during normal business hours throughout the period prior to the Closing Date, upon reasonable notice, to its books, records, properties, plants and personnel relating to the Business and, during such period, shall furnish as promptly as practicable to Purchaser, at Purchaser’s expense, copies of such books and records as Purchaser shall reasonably request.

(b) Purchaser acknowledges and agrees that it has become aware of certain trade secrets, plans, concepts, ideas, intellectual property, and other information pertaining to the Sellers' business which is valuable, confidential, special and/or unique, as well as information pertaining to customers, clients, vendors, markets, pricing policies, financial affairs, products, and technical processes of the Sellers (“Information”). Accordingly, Purchaser represents, covenants and warrants to Sellers, after the date hereof, to: (i) treat all of the Information as confidential; (ii) not disclose the Information to any third party other than to accounting and legal professionals rendering professional services to Purchaser in connection with this Agreement; (iii) not use the Information, directly or indirectly, except in connection with the performance of Purchaser's obligations under this Agreement; and (iv) inform its employees and agents having access to the Information of the restrictions on disclosure and use of such Information and of the information contained in this Agreement, and require such

employees to abide by such restrictions. Notwithstanding the foregoing, the obligations of Purchaser under this Section 6.1(b) shall not extend to any Information: (i) which at the time of disclosure is in, or thereafter becomes part of, the public domain by publication or otherwise, except through a breach of this Agreement or any other confidentiality undertaking; (ii) which Purchaser receives from a third party, provided that such information was not obtained by said third party under an obligation of confidence, or (iii) which has been disclosed by Sellers in connection with any filings made in the Bankruptcy Case. Upon termination of this Agreement for any reason, Purchaser shall deliver to Sellers all of the Information subject to restrictions under this Section. The terms of this Section 6.1(b) shall cease to apply to the parties to this Agreement upon the Closing hereunder.

(c) For a period of the later of (x) three (3) years after the Closing Date (subject to Section 6.5) and (y) the date of entry of an order of the Bankruptcy Court closing the Chapter 11 Cases, or if converted to a case under Chapter 7 of the Bankruptcy Code, an order of the Bankruptcy Court closing such case, each party and its representatives shall have reasonable access to all of the books and records relating to the Business or the Purchased Assets, including all information pertaining to the Assigned Contracts, all personnel and medical records, whether required by law, legal process or subpoena or otherwise, in the possession of the other party to the extent that such access may reasonably be required by such party in connection with the Assumed Liabilities or the Excluded Liabilities, or other matters relating to or affected by the operation of the Business and the Purchased Assets. Such access shall be afforded by the party in possession of such books and records upon receipt of reasonable advance notice and during normal business hours; provided, however, that (i) any such access shall be conducted in such a manner as not to interfere unreasonably with the operation of the business of any party or its Affiliates, (ii) no party shall be required to take any action which would constitute a waiver of the attorney-client privilege, and (iii) no party need supply the other party with the information which such party is under a legal obligation not to supply. The party exercising this right of access shall be solely responsible for any costs or expenses incurred by it pursuant to this Section 6.1(c). If the party in possession of such books and records shall desire to dispose of any such books and records upon or prior to the expiration of such person, such party shall, prior to such disposition, give the other party a reasonable opportunity at such other party's expense, to segregate and remove such books and records as such other party may select.

Section 6.2. Bankruptcy Action.

(a) This Agreement shall be subject to the consideration of higher or better offers submitted at an auction (the "Auction") to be conducted in accordance with the Sale Procedures set forth in the Sale Procedures Motion, which Sellers shall promptly after the execution and delivery of this Agreement by Sellers and Purchaser, submit to the Bankruptcy Court for its approval. Any competing offer (a "Competing Offer") must be

submitted to Sellers, in writing, in accordance with the Sale Procedures. No Competing Offer shall qualify as a bid at the Auction unless, among other things, any requested changes in terms and conditions from those contained in this Agreement shall have been approved by Sellers in writing prior to the Auction.

(b) Purchaser hereby confirms an Approval Order containing the provisions annexed hereto as Exhibit B is acceptable to Purchaser. Sellers shall use reasonable efforts to obtain entry of the Approval Order.

(c) If this Agreement and the sale of the Purchased Assets to Purchaser on the terms and conditions hereof are determined to be the “highest and best offer” in accordance with the Sales Procedures Order, Purchaser and Sellers agree to use commercially reasonable efforts to cause the Bankruptcy Court to enter the Approval Order (i) authorizing and approving the transactions contemplated hereby, including, without limitations, (X) the sale of the Purchased Assets free and clear of all liens, claims and encumbrances pursuant to Section 363(f) of the Bankruptcy Code and (Y) the assumption and assignment to the Purchaser pursuant to Section 365 of the Bankruptcy Code all of the Assigned Contracts, and (ii) finding that the Purchaser is entitled to the protections afforded under Section 363(m) of the Bankruptcy Code and granting such protection to the fullest extent under Section 363(m) of the Bankruptcy Code, which order shall be in form and substance satisfactory to Sellers and Buyer.

(d) In the event that, at the Auction, a Person presents a Competing Offer which constitutes a higher or better offer in accordance with the Sale Procedures Order and the Sellers consummate a Sale Transaction with respect to such Competing Offer, subject to the prior approval of the Bankruptcy Court, Purchaser shall be entitled to payment of a break-up fee in an amount equal to three percent (3%) of the Closing Cash Payment and the Assumed Liabilities (the “Break-Up Fee”). Purchaser acknowledges that the payment of the Break-Up Fee is subject to the Bankruptcy Court’s approval of the payment of the Break-Up Fee, which may not be considered by the Bankruptcy Court except in connection with its approval of a Competing Offer or thereafter, and shall only be payable from the proceeds of sale at the time of the closing of a Competing Offer or as otherwise ordered by the Bankruptcy Court. The failure of the Bankruptcy Court to approve the Break-Up Fee in the Approval Order or otherwise shall not affect the Purchaser’s obligations to close hereunder. The Break-Up Fee, if approved, and upon the closing of a Competing Offer, shall be paid as, and constitute an administrative expense of Sellers under sections 503(b)(1) and 507(a)(1) of the Bankruptcy Code.

(e) In the event an appeal is taken or a stay pending appeal is requested (or a petition for certiorari or motion for rehearing or reargument is filed), with respect to the Sales Procedures Order, the Approval Order or any other order of the Bankruptcy Court related to this Agreement, Sellers shall take all steps as may be reasonable and appropriate to defend against such appeal, petition or motion, Purchaser agrees to

cooperate in such efforts. Each party shall use its commercially reasonable efforts to obtain an expedited resolution for such appeal.

(f) From and after the date hereof, except as may be provided in the Sale Procedures Order, Sellers shall not take any action or fail to take any action, which action or failure to act would reasonably be expected to prevent or impede the consummation of the transactions contemplated by this Agreement in accordance with the terms of this Agreement. Each Seller covenants and agrees that the terms of any plan of reorganization or liquidation or proposed order of the Bankruptcy Court that may be filed, proposed or submitted or supported by Sellers after entry of the Approval Order or consummation of the transactions contemplated hereby shall not conflict with, supersede, abrogate, nullify, modify or restrict the terms of this Agreement, the Sales Procedures Order or the Approval Order or the rights of Purchaser hereunder or thereunder.

(g) Except with respect to the filings made with respect to the Sales Procedure Motion, Sellers will provide Purchaser with copies of all motions, applications, and supporting papers prepared by Sellers (including forms of orders and notices to interested parties) relating in any way to Purchaser or the transactions contemplated by this Agreement not less than three (3) Business Days prior to the filing thereof or as soon as practicable after execution of this Agreement;

(h) Given the SEC's pending investigation of the Sellers, the Purchaser, for the avoidance of doubt and the sake of complete transparency, discloses that it is reserving all of its post-closing options, which may include, but not be limited to, the sale, merger, combination, joint venture, acquisition by a public vehicle or other business structures that the Purchaser may elect. In determining to fund the Sale Transaction, the Purchaser has relied on its own due diligence, which included, but was not limited to, review of the letters attached to this Agreement as Schedule 6.2(h), from Fox Rothschild LLP, NYSE Regulation and NYSE Euronext, and the prior audit of the Sellers by RBSM LLP as well as all the filings made with the Bankruptcy Court. The Sale Procedures Motion and this Agreement provide the SEC with a fair opportunity to raise any objection prior to the Bankruptcy Court's approval of the Sale Transaction with the Purchaser, and, thereby, assure and protect the same from any possible issues that the SEC may be aware of that the Purchaser is not aware of.

(i) Without limiting the foregoing provisions of Section 6.2(h), Sellers shall give appropriate notice, and provide appropriate opportunity for hearing, to all parties entitled thereto, of all motions, orders, hearings or other proceedings relating to this Agreement or the transactions contemplated thereby.

Section 6.3. Prohibitions. Prior to Closing, without the prior written consent of Purchaser, Sellers shall not, other than in the ordinary course of business:

- (a) sell, transfer or otherwise dispose of any Purchased Assets;
- (b) waive any material rights included in the Purchased Assets; or
- (c) take any action that would materially adversely affect the Business or the Purchased Assets.

Section 6.4. Conduct of Business. From the date hereof until the Closing, except as expressly contemplated or permitted by this Agreement or as otherwise consented to by Purchaser in writing, Sellers shall, to the extent consistent with the Bankruptcy Code and subject to any orders from time to time of the Bankruptcy Court binding upon Seller:

- (a) carry on the Business only in the ordinary course, including the payment of its post-petition accounts payable, in substantially the same manner in which it previously has been conducted;
- (b) maintain the properties of the Business in good working repair, order and condition, in accordance with their standard maintenance policies (ordinary wear and tear excepted);
- (c) not merge with or into, consolidate with, or acquire all or substantially all of the stock or other ownership interests or assets of any Person;
- (d) neither (i) dispose of any Purchased Asset except in the ordinary course of business; (ii) make any change in their accounting methods or practices relating to the Business; nor (iii) do or omit to do any act which may cause a material breach of or default under any commitment or a material breach of any representation, warranty, covenant or agreement made herein by Sellers; and
- (e) maintain their books of account and records relating to the Business in their usual, regular and ordinary manner.

Section 6.5. Governmental Authority Consents and Approvals.

(a) FCC Consents. Subject to Section 6.5(d), within ten (10) days after the entry of the Approval Order, Sellers and Purchaser shall prepare and file, or cause to be prepared and filed, the necessary application or applications with the FCC seeking the FCC Consents and, thereafter, shall promptly make all other filings and notifications and promptly seek all such consents, licenses, approvals, permits, waivers, orders of authorizations as may be required to obtain the FCC Consents. Sellers and Purchaser shall cooperate to the fullest extent reasonably possible to provide all necessary information for the preparation of such applications within ten (10) days after entry of the Approval Order, including those portions of such applications which are required to be

completed by Sellers. Sellers and Purchaser shall prosecute such applications with all reasonable diligence and otherwise use their commercially reasonable efforts (including, with respect to Purchaser, providing financial assurance to the extent required) to obtain grants of approval, as expeditiously as practicable. Purchaser shall bear all reasonable fees payable by Purchaser and/or Sellers to the FCC and to any outside counsel employed by Sellers or Purchaser in connection with the preparation and filing of the applications for the FCC Consents.

(b) State Regulatory Consents. Subject to Section 6.5(d), within ten (10) days after the entry of the Approval Order, Sellers and/or Purchaser, as applicable, shall each file or cause to be filed with any state or local regulatory authorities responsible for oversight of telecommunication applications for the approval of the assignment of the State Regulatory Licenses. Sellers and Purchaser shall prosecute such applications with all reasonable diligence and otherwise use their commercially reasonable efforts (including, with respect to Purchaser, providing financial assurance to the extent required) to obtain grants of approval as expeditiously as practicable. Purchaser shall bear all reasonable fees payable by Purchaser and/or Sellers to the state and local regulatory entities and to any outside counsel employed by Sellers or Purchaser in connection with the preparation and filing of the applications for the State Regulatory Consents.

(c) Other Governmental Authority Approvals. Sellers and Purchaser shall each use their reasonable best efforts to cooperate with each other in determining any filings, notifications and requests for approval (other than the FCC Consents and the State Regulatory Consents) required to be made and received under applicable law or regulation (collectively, the "Other Regulatory Approvals"). In connection with any Other Regulatory Approvals, neither Purchaser nor any of Sellers will, and each of them will use its commercially reasonable efforts not to, cause or permit any of its officers, directors, partners or other Affiliates to, take any action which could reasonably be expected to materially and adversely affect the submission of any required filings or notifications or the grant of any such approvals.

(d) Cooperation. Sellers and Purchaser (i) shall promptly inform each other of any communication from any Governmental Authority concerning this Agreement, the transactions contemplated hereby, and any filing, notification or request for approval and (ii) shall permit the other party to review in advance any material proposed written communication or information submitted to any such Governmental Authority in response thereto. In addition, each of Sellers and Purchaser shall not agree to participate in any prearranged meeting with the Governmental Authority in respect of any filings, investigation or other inquiry with respect to this Agreement, the transactions contemplated hereby or any such filing, notification or request for approval unless it consults with the other party in advance and, to the extent permitted by any such Governmental Authority, gives the other party the opportunity to attend and participate

thereat, in each case to the maximum extent practicable. Subject to any restrictions under applicable laws, rules or regulations, each of Sellers and Purchaser shall furnish the other party with copies of all correspondence, filings and communications (and memoranda setting forth the substance thereof) between it and its Affiliates and their respective representatives on the one hand, and the Governmental Authority or members of its staff on the other hand, with respect to this Agreement, the transactions contemplated hereby (excluding documents and communications which are subject to preexisting confidentiality agreements and to the attorney-client privilege or work product doctrine; or any such filing, notification or request for approval). Sellers and Purchaser shall also furnish the other party with such necessary information and assistance as such other party and its Affiliates may reasonably request in connection with their preparation of necessary filings, registration, or submissions of information to the Governmental Authority in connection with this Agreement, the transactions contemplated hereby and any such filing, notification or request for approval. Sellers and Purchaser shall prosecute all required requests for approval with all necessary diligence and otherwise use their respective reasonable best efforts to obtain the grant thereof by a Final Order as soon as possible.

Section 6.6. Tax Matters. Purchaser and Sellers agree to furnish or cause to be furnished to each other, upon request, as promptly as practicable, such information and assistance relating to the Business and the Purchased Assets (including access to books and records) as is reasonably necessary for the preparation and filing of all Tax Returns in connection with matters relating to or affected by the operations of Sellers prior to the Closing, including the making of any election relating to Taxes, the preparation of any audit by any taxing authority and the prosecution or defense of any claim, suit or proceeding relating to any Tax. Notwithstanding anything to the contrary herein, Purchaser and Sellers shall retain all books and records with respect to Taxes pertaining to the Purchased Assets for a period of at least seven (7) years following the Closing Date. At the end of such period, each party shall provide the other with at least thirty (30) days' prior written notice before destroying any such books and records, during which period the party receiving such notice can elect to take possession, at its own expense, of such books and records. Sellers and Purchaser shall cooperate with each other in the conduct of any audit or other proceeding relating to Taxes involving the Purchased Assets or the Business.

Section 6.7. Schedules. The Schedules hereto may be updated by Sellers up to the Closing Date; provided that such revised Schedules do not materially affect the terms of this Agreement or the consummation of the transactions contemplated hereby.

ARTICLE VII

Conditions to Closing

Section 7.1. Conditions to Sellers' Obligations. The obligation of Sellers to consummate the transactions contemplated hereby is subject to the satisfaction at or prior to the Closing Date of the following conditions:

(a) The representations and warranties made by Purchaser in Section 5.1 shall have been true and correct in all material respects when made and shall be true and correct in all material respects as if originally made on and as of the Closing Date;

(b) All obligations of Purchaser to be performed hereunder on or prior to the Closing Date shall have been duly performed in all material respects;

(c) The Approval Order, containing, among other things, provisions substantially the same as those described in Exhibit B attached hereto, shall have been entered by the Bankruptcy Court and the effectiveness of the Approval Order shall not have been modified, reversed, vacated, stayed, restrained or enjoined on the Closing Date;

(d) To the extent not addressed or covered by the Approval Order, Sellers shall have received the consent of all third parties holding liens, claims or interests against the Purchased Assets to the release of all such liens, claims and interests in the Purchased Assets, together with termination statements on form UCC-3 or such other appropriate form which shall have been prepared and signed by such parties for filing on the Closing Date;

(e) Sellers' receipt of Purchaser's closing deliveries pursuant to Section 4.4; and

(f) Sellers' receipt of the Closing Cash Payment pursuant to Section 4.3 and other cash payments from Purchaser required under this Agreement or any of the other agreements delivered in connection with the transactions contemplated hereby.

Each of the foregoing conditions is for the benefit of Sellers, which may waive any of such conditions with the consent of the Agents at, or prior to, the Closing.

Section 7.2. Conditions to Purchaser's Obligations. The obligation of Purchaser to consummate the transaction contemplated hereby is subject to the satisfaction at or prior to the Closing Date of the following conditions:

(a) The representations and warranties made by Sellers in Section 5.2 shall have been true and correct in all material respects when made, and shall be true and correct in all material respects as if originally made on and as of the Closing Date;

(b) All obligations of Sellers to be performed hereunder on or prior to the Closing Date shall have been duly performed in all material respects;

(c) The Approval Order, containing, among other things, provisions substantially the same as those described in Exhibit B attached hereto, shall have been entered by the Bankruptcy Court and the effectiveness of the Approval Order shall not have been modified, reversed, vacated, stayed, restrained or enjoined on the Closing Date;

(d) To the extent not addressed or covered by the Approval Order, Sellers shall have received the consent of all third parties holding liens, claims or interests against the Purchased Assets to the release of all such liens, claims and interests in the Purchased Assets, together with termination statements on form UCC-3 or such other appropriate form which shall have been prepared and signed by such parties for filing on the Closing Date; and

(e) Purchaser's receipt of Sellers' closing deliveries pursuant to Section 4.4.

Each of the foregoing conditions is for the benefit of Purchaser, which may waive any of such conditions at, or prior to, the Closing.

Section 7.3. Conditions to Sellers' and Purchaser's Obligations. The respective obligations of both Sellers and Purchaser to effect the sale and purchase of the Purchased Assets shall be subject to the satisfaction at or prior to the Closing Date of the following conditions:

(a) no preliminary or permanent injunction or other order or decree by any federal or state court which prevents the consummation of the sale of a material part of the Purchased Assets contemplated hereby shall have been issued and remain in effect (each party agreeing to use its reasonable efforts to have any such injunction, order or decree lifted) and no statute, rule or regulation shall have been enacted by any Governmental Authority which prohibits the consummation of the sale of the Purchased Assets;

(b) Sellers and Purchaser shall have executed and delivered the Management Agreement; and

(c) Sellers, Purchaser and Escrow Agent shall have executed and delivered the Escrow Agreement.

Each of the foregoing conditions is for the benefit of Sellers and Purchaser, either of which may waive any of such conditions at, or prior to, the Closing.

ARTICLE VIII

Other Agreements

Section 8.1. Further Assurances. The parties shall execute such further documents, and perform such further acts, as may be reasonably necessary to transfer and convey the Purchased Assets to Purchaser, on the terms herein contained, and to otherwise comply with the terms of this Agreement and consummate the transaction contemplated hereby.

Section 8.2. Efforts and Actions to Cause Closings to Occur. Upon the terms and subject to the conditions of this Agreement, each of Sellers and Purchaser shall use their respective commercially reasonable efforts to take, or cause to be taken, all actions, and to do, or cause to be done and cooperate with each other in order to do, all things necessary, proper or advisable (subject to any applicable laws) to consummate the Closing as promptly as practicable, including, but not limited to, the preparation and filing of all motions, forms, registrations and notices required to be filed to consummate the Closing and the taking of such actions as are reasonably necessary to obtain any requisite approvals, authorizations, consents, orders, licenses, permits, exemptions or waivers by any third party or governmental entity. In addition, no party hereto shall take any action after the date hereof that could reasonably be expected to materially delay the obtaining of, or result in not obtaining, any permission, approval or consent from any governmental entity or other Person required to be obtained prior to Closing.

Section 8.3. Collection of Accounts Receivable Following the Closing. Sellers shall promptly remit to Purchaser any payments received by Sellers following the Closing Date with respect to the Accounts Receivable purchased by Purchaser on the Closing Date.

Section 8.4. Employees. Effective as of the Closing Date, Sellers shall cause the employment of all of their employees to be terminated with respect to the Business. Purchaser shall offer employment, effective as of immediately after the Closing Date, to those of Sellers' employees listed on Schedule 8.4 hereto (the "Transferred Employees"). Sellers shall have no liability whatsoever to the Transferred Employees from and after the date of the termination of their employment with Seller, regardless of whether they are offered or accept employment with Purchaser.

Section 8.5. WARN Act. Purchaser represents and warrants to Sellers that Purchaser will continue to operate the Business for the period immediately following the Closing Date and will undertake to hire and retain for the necessary period of time a

sufficient number of employees of the Business immediately following the Closing Date so that Sellers shall not have any liability arising under the Worker Adjustment and Retraining Notification and Act (the “WARN Act”) in connection with the consummation of the transactions contemplated by this Agreement.

Section 8.6. Assignment of Assigned Contracts. Notwithstanding anything to the contrary in this Agreement, this Agreement shall not constitute an agreement to assign or transfer any Assigned Contract, or any claim, right or benefit arising thereunder or resulting therefrom if an assignment or transfer or an attempt to make such an assignment or transfer without the consent or approval of a third party (or without the novation thereof) would constitute a breach or violation thereof or affect adversely the rights of Sellers or Purchaser thereunder; and any transfer or assignment to Purchaser by Sellers of any interest under any such Assigned Contract that requires novation or the consent or approval of a third party shall be made subject to such novation, consent or approval being obtained. If any such novation, consent or approval is not obtained on or prior to the Closing Date, then Sellers shall (a) continue to use all commercially reasonable efforts to obtain any such novation, consent or approval after the Closing Date until such time as such consent or approval has been obtained without any third party cost to Purchaser; (b) hold such Assigned Contract on behalf of Purchaser; (c) cooperate with Purchaser in any lawful arrangement to provide that Purchaser shall receive the benefits under any such Assigned Contract, including performance by Sellers, as agent; and (d) enforce and perform for the account of Purchaser any rights of Sellers arising from such Assigned Contract; provided, however, that Purchaser shall pay or satisfy the corresponding obligations and liabilities for enjoyment of such benefit to the extent Purchaser would have been responsible therefor if such novation, consent or approval had been obtained. Nothing in this Section 8.6 shall be deemed a waiver by Purchaser of Purchaser’s right to receive an effective assignment of all of the Purchased Assets.

Section 8.7. Termination of Certain Obligations and Guaranties.

(a) Upon the Closing of the Sale Transaction with the Purchaser and payment in full of the Debtors' and Official Committee of Unsecured Creditors' professional fees, the carve-out from the DIP Lender in the amount of \$200,000 in favor of counsel to the Official Committee of Unsecured Creditors and the guaranty by John Mennen of the Debtors' professional fees up to \$500,000 shall be deemed satisfied and terminated.

(b) Upon the Closing of the Sale Transaction with the Purchaser, the Sellers shall be deemed to have (i) released Robert DePalo from any and all claims that may relate to or arise out of the Consulting Agreement dated as March 15, 2012 and (ii) released Argent Ltd. (UK), LLC from any and all claims that may relate to or arise out of the investment advisor agreement with Argent Ltd. (UK), LLC approved by the Bankruptcy Court.

Section 8.8. Transfer of 401(k) Plan and Health Benefit Plans. The Purchaser and the Sellers shall use their commercially reasonable efforts to cause the transfer of the Sellers' 401(k) plan and its health benefits plans to the Purchaser effective as of the Closing Date.

Section 8.9. Survival. The representations, warranties, covenants and agreements of the parties hereto contained in this Agreement or any agreement delivered in connection herewith shall not survive the Closing Date, except for those covenants and agreements which by their terms will require performance after the Closing Date.

ARTICLE IX

Termination

Section 9.1. Termination by Mutual Consent. This Agreement may be terminated at any time prior to the Closing Date by mutual written agreement of Sellers and Purchaser.

Section 9.2. Termination by Sellers. Sellers may terminate this Agreement at any time prior to the Closing Date if:

(a) there has been a material breach by Purchaser of any of its representations or warranties contained in this Agreement, which breach is not curable or, if curable, is not cured within twenty (20) Business Days after written notice of such breach is given by Sellers to Purchaser;

(b) there has been a material breach of any of the covenants or agreements set forth in this Agreement on the part of Purchaser, which breach is not curable or, if curable, is not cured within twenty (20) Business Days after written notice of such breach is given by Sellers to Purchaser;

(c) the conditions to the obligations of Sellers set forth in Section 7.1 shall not have been waived or satisfied on or before the date specified therefor, including, without limitation, an overbid by a third party that results in an Approval Order for the transactions contemplated hereby not being entered by the Bankruptcy Court;

(d) if Sellers accept a Competing Offer at the conclusion of the Auction or the Bankruptcy Court approves a Competing Offer; or

(e) the Closing Date shall not have occurred on or prior to September 28, 2012; provided, however, that Sellers may extend such date for up to an additional thirty (30) days; and provided further, however, that the right to terminate or extend such date shall not be available under this Section 9.2(e) if the Closing shall not

have occurred by such date as a result of the failure of Sellers to fulfill any of their obligations under this Agreement.

Section 9.3. Termination by Purchaser. Purchaser may terminate this Agreement at any time prior to the Closing Date if:

(a) there has been a material breach by Sellers of any of their representations or warranties contained in this Agreement, which breach is not curable or, if curable, is not cured within twenty (20) Business Days after written notice of such breach is given by Purchaser to Sellers;

(b) there has been a material breach of any of the covenants or agreements set forth in this Agreement on the part of Sellers, which breach is not curable or, if curable, is not cured within twenty (20) Business Days after written notice of such breach is given by Purchaser to Sellers;

(c) the conditions to the obligations of Purchaser set forth in Section 7.2 shall not have been waived or satisfied on or before the Closing Date or such earlier date as may be specified therefor;

(d) the consummation of the transaction contemplated by a Competing Offer; or

(e) the Closing Date shall not have occurred on or prior to September 28, 2012; provided, however, that Purchaser may extend such date for up to an additional thirty (30) days; and provided further, however, that the right to terminate or extend such date shall not be available under this Section 9.3(e) if the Closing shall not have occurred by such date as a result of the failure of Purchaser to fulfill any of its obligations under this Agreement.

Section 9.4. Effect of Termination and Abandonment. In the event of termination of the Agreement pursuant to this Article 9, written notice thereof shall as promptly as practicable be given to the other party to this Agreement and this Agreement shall terminate and the transactions contemplated hereby shall be abandoned, without further action by any of the parties hereto.

ARTICLE X

Miscellaneous

Section 10.1. Publicity. Except as otherwise required by law or in connection with Sellers' bankruptcy filings with the Bankruptcy Court and the publication of requisite notices of sale in national and regional publications in connection with the sale of the Purchased Assets in the bankruptcy proceedings, press releases concerning this

transaction shall be made only with the prior approval of Sellers and Purchaser, which approval shall not be unreasonably withheld.

Section 10.2. Notices. All notices required or permitted to be given hereunder shall be in writing and may be delivered by hand, by facsimile or by nationally recognized overnight courier. Notices delivered by hand, by facsimile or by nationally recognized overnight carrier shall be deemed given on the first business day following receipt; provided, however, that a notice delivered by facsimile shall only be effective if such notice is also delivered by hand, or deposited in the United States mail, postage prepaid, registered or certified mail on or before two Business Days after its delivery by facsimile. All notices shall be addressed as follows:

if to Purchaser:

Signal Share Corp.
570 Lexington Avenue, 22nd Floor
New York, New York 10022
Telecopier: (212) 253-4170
Attention: Robert DePalo

with a copy to Purchaser's
counsel:

Davidoff Hutcher & Citron LLP
605 Third Avenue, 34th Floor
New York, New York 10158
Telephone: (212) 557-7200
Facsimile: (212) 286-1884
Attention: Elliot H. Lutzker, Esq. and David
Wander, Esq.

if to Sellers to:

Wave2Wave Communications, Inc.
433 Hackensack Avenue
6th Floor
Hackensack, New Jersey 07601
Telecopier: (201) 968-1886
Attention: Eric Mann, CFO

with a copy to Sellers'
counsel:

Cole, Schotz, Meisel, Forman & Leonard, P.A.
Court Plaza North
25 Main Street
Hackensack, New Jersey 07602
Telecopier: (201) 525-6233
Attention: Warren A. Usatine, Esq. and Marc P.
Press, Esq.

with copies to:

Legal Department
RNK Communications
175 Great Road
Bedford, MA 01730

Cooley, LLP
114 Avenue of the Americas
New York, New York 10036
Telecopier: (212) 479-6651
Attention: Brent Weisenberg, Esq.

or, in each case, at such other address as may be specified in writing to the other party.

Section 10.3. Expenses. Other than as set forth in this Agreement, each of Sellers and Purchaser will bear their respective costs and expenses (including legal fees and expenses) incurred in connection with this Agreement and the transactions contemplated hereby.

Section 10.4. Entire Agreement. This Agreement and the instruments to be delivered by the parties pursuant to the provisions hereof constitute the entire agreement between the parties. Each Exhibit and Schedule attached hereto shall be considered incorporated into this Agreement.

Section 10.5. Applicable Law. This Agreement shall be governed and controlled as to validity, enforcement, interpretation, construction, effect and in all other respects by the internal laws of the State of New Jersey applicable to contracts made therein, without regard to rules of conflicts of law.

Section 10.6. Binding Effect; No Third Party Beneficiaries. This Agreement shall inure to the benefit of and be binding upon the parties hereto, and their successors and permitted assigns. Nothing in this Agreement, express or implied, is intended to confer on any person other than the parties hereto, and their respective successors and permitted assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement.

Section 10.7. Assignability. This Agreement shall not be assignable by either party without the prior written consent of the other party, except that at or prior to the Closing, Purchaser may assign its rights and delegate its duties under this Agreement to one or more Affiliates; provided that such assignment shall not discharge the obligations and liabilities of Purchaser hereunder.

Section 10.8. Amendments. This Agreement shall not be modified or amended except pursuant to an instrument in writing executed and delivered on behalf of each of the parties hereto.

Section 10.9. Headings. The headings contained in this Agreement are for convenience of reference only and shall not affect the meaning or interpretation of this Agreement.

Section 10.10. Bulk Sales Laws. The parties hereto hereby waive compliance with the provisions of any applicable bulk sales laws, including Article 6 of the Uniform Commercial Code as it may be in effect in any applicable jurisdiction.

Section 10.11. Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original and all of which taken together shall constitute one and the same Agreement. Delivery of an electronic counterpart shall be effective as delivery of a manually executed counterpart.

Section 10.12. Exclusive Jurisdiction. Purchaser and Sellers agree that all disputes arising hereunder shall, prior to the issuance of a final decree from the Bankruptcy Court closing the Bankruptcy Case, be resolved by the Bankruptcy Court which shall have exclusive jurisdiction over all disputes and other matters relating to the interpretation and enforcement of this Agreement or any ancillary document executed pursuant hereto, and Purchaser expressly consents to and agrees not to contest such exclusive jurisdiction. If the Bankruptcy Court does not have or abstains from exercising such jurisdiction, Purchaser expressly consents to and agrees not to contest the non-exclusive jurisdiction of the courts of the State of New Jersey and, to the extent permitted by applicable law, of any Federal Court, in each case located in Essex County, New Jersey.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

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

SELLERS:


WAVE2WAVE COMMUNICATIONS,
INC.

By: 

Name: Eric Mann

Title: CFO

RNK, INC.

By: 

Name: Eric Mann

Title: Secretary

RNK VA, LLC

By: 

Name: Eric Mann

Title: Secretary

PURCHASER:

SIGNAL SHARE, CORP.

By: _____

Name:

Title:

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

SELLERS:

WAVE2WAVE COMMUNICATIONS,
INC.

By: _____

Name:

Title:

RNK, INC.

By: _____

Name:

Title:

RNK VA, LLC

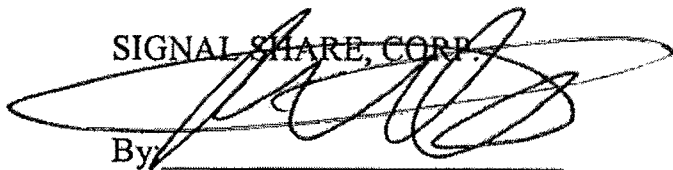
By: _____

Name:

Title:

PURCHASER:

SIGNAL SHARE, CORP.



By: _____

Name: ROBERT DEPAULO

Title: CEO

INDEX OF SCHEDULES

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6.2(h)	Letters from Fox Rothschild LLP, NYSE and NYSE Euronext
8.4	Transferred Employees

INDEX OF EXHIBITS

Exhibit	Description
A	Sale Procedures
B	Approval Order
C	Bill of Sale
D	Assignment and Assumption Agreement (Assumed Liabilities)
E	Management Agreement
F	Escrow Agreement
G	Certificate of Uses of Closing Cash Payment

**FIRST AMENDMENT TO
ASSET PURCHASE AGREEMENT**

THIS FIRST AMENDMENT TO ASSET PURCHASE AGREEMENT (the "Amendment") is made as of September 28, 2012, by and among Wave2Wave Communications, Inc., a Delaware corporation and a debtor-in-possession ("W2W"), RNK Inc., a Massachusetts corporation and a debtor-in-possession ("RNK"), RNK Va, LLC, a Virginia limited liability company ("RNK Va", and collectively with W2W and RNK, each a "Seller" and collectively, "Sellers"), and Signal Point Corp. (f/k/a Signal Share Corp.), a New York corporation ("Purchaser").

WITNESSETH:

WHEREAS, Purchaser and Seller are parties to that certain Asset Purchase Agreement dated as of August 20, 2012 (the "Purchase Agreement"); and

WHEREAS, Purchaser and Seller desire to amend the Purchase Agreement as set forth below.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in the Purchase Agreement, the parties, intending to be legally bound, agree as follows:

1. Amendment to Section 3.1(g). Section 3.1(g) of the Purchase Agreement is hereby amended to include the following at the end of the Section:

“, including, but not limited to, post-petition accrued vacation time of such Transferred Employees who have agreed to the assumption by Purchaser of their accrued vacation time.”

2. Amendment to Clause (a) of Section 4.1. Clause (a) of Section 4.1(a) of the Purchase Agreement is hereby deleted in its entirety and replaced with the following:

“(a) a cash payment (the “Closing Cash Payment”) at Closing of Three Million Five Hundred Thousand (\$3,500,000.00) Dollars, which shall be increased by \$40,000 if the fees payable to Davidoff Hutcher & Citron LLP and its local counsel (collectively, “DHC”) equal not less than \$85,000, and thereafter the Closing Cash Payment shall increase by an additional amount, equal to the product of (A) \$40,000 times (B) a ratio, (x) the numerator of which is the amount by which the DHC fees exceed \$85,000 (up to a maximum amount of \$40,000) and (y) the denominator of which is \$40,000,”

3. Section 4.2(c). Pursuant to the terms of Section 4.2(c) of the Purchase Agreement, the parties hereby mutually agree that the Closing shall occur on September 28, 2012.

4. Amendment to Exhibit E. Exhibit E (Management Agreement) attached to the Purchase Agreement is hereby deleted in its entirety and replaced with the attached Exhibit E (Management Agreement).

5. Amendment to 4.4(c).

(a) The second sentence of Section 4.4(c) of the Purchase Agreement is hereby deleted in its entirety and replaced with the following:

“Pursuant to the Management Agreement, Purchaser shall agree to fund the costs and expenses of providing the employee services thereunder and Sellers shall act as manager of the operations in each state or jurisdiction for which a FCC Consent or State Regulatory Consent has not been obtained on behalf of Purchaser and at its discretion consistent with all applicable laws and regulations.”

(b) The third sentence of Section 4.4(c) of the Purchase Agreement is hereby deleted in its entirety and replaced with the following:

“Notwithstanding anything to the contrary contained above, in the event of a conflict between the terms hereof and the terms of the Management Agreement, the terms of the Management Agreement shall govern.”

6. Amendment to Section 4.4(f). Section 4.4(f) of the Purchase Agreement is hereby amended by deleting the final clause “to the payment of \$2,200,000 to Verizon” and replacing it with “to the payment of \$2,600,000 to Verizon.”

7. Amendment to Section 8.4. Section 8.4 of the Purchase Agreement is hereby amended to include the following at the end of the second sentence:

“which Transferred Employees will have agreed that their post-petition vacation time will be assumed by Purchaser.”

8. Amendment to Schedule 2.2(g). Schedule 2.2(g) of the Schedules attached to the Purchase Agreement is hereby renamed as “Schedule 2.2(h)”, and all other information set forth in such Schedule and the other Schedules to the Purchase Agreement shall remain the same.

9. Integration of Amendment and Purchase Agreement. From and after the effective date of this Amendment, the Purchase Agreement and this Amendment shall be read as one agreement. Except as set forth in this Amendment, all other terms and

conditions of the Purchase Agreement are not being modified or amended, and shall remain in full force and effect.

10. Counterparts. This Amendment may be executed in any number of counterparts, and each when so executed and delivered shall be an original, but all the counterparts shall together constitute one and the same instrument. Facsimile and 'pdf' signatures shall be sufficient for execution of this Amendment.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the undersigned have executed this First Amendment to Asset Purchase Agreement as of the day and year first above written.

SELLERS:

WAVE2WAVE COMMUNICATIONS,
INC.

By: 

Name: Eric Mann
Title: Chief Financial Officer

RNK, INC.

By: 

Name: Eric Mann
Title: Secretary

RNK VA, LLC

By: 

Name: Eric Mann
Title: Secretary

PURCHASER:

SIGNAL POINT CORP.

By: _____
Name:
Title:

IN WITNESS WHEREOF, the undersigned have executed this First Amendment to Asset Purchase Agreement as of the day and year first above written.

SELLERS:

WAVE2WAVE COMMUNICATIONS,
INC.

By: _____

Name: Eric Mann

Title: Chief Financial Officer

RNK, INC.

By: _____

Name: Eric Mann

Title: Secretary

RNK VA, LLC

By: _____

Name: Eric Mann

Title: Secretary

PURCHASER:

SIGNAL POINT CORP.


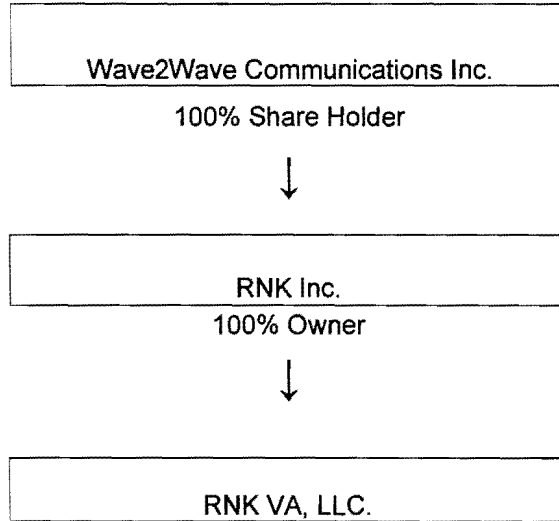
By: 
Name: Robert DePallo
Title: CEO

EXHIBIT B

Corporate Structure Pre Transaction



Corporate Structure Post Transaction

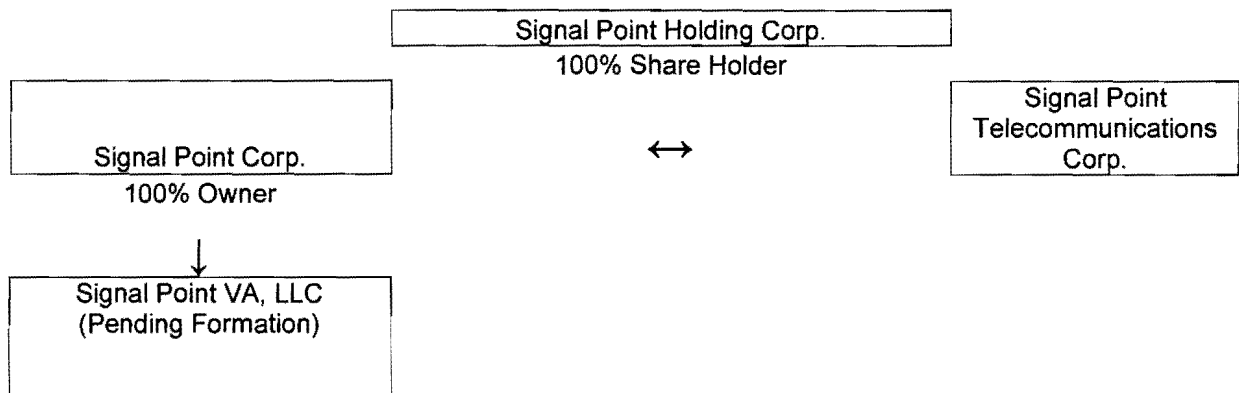


EXHIBIT C

Customer Notice



Customer Name
Address
City, NY zip

Re: Transfer of Service

**YOUR SERVICE WILL BE TRANSFERRED TO SIGNAL POINT CORP. UNLESS YOU
CHOOSE A NEW LOCAL TELEPHONE SERVICE PROVIDER BY (30 days prior to exit Date)**

Dear Customer:

We regret to inform you that as of (exit date) RNK, Inc. ("RNK") will no longer be providing your local telephone service in New York. Due to financial issues, RNK was forced to file for bankruptcy restructuring in February 2012, unfortunately, our plans for restructuring have not met with success and the company must now liquidate and cease offering services. Accordingly, if you do not select a new local telephone service provider on or before (30 days prior to exit date), Signal Share Corp. will automatically become your local telephone service provider effective (date). If you select an alternative provider after (30 days prior to exit date), your choice can only be put into effect after the change to Signal Share Corp. and will therefore be delayed. You will not incur any charges for the change to Signal Share Corp. If you select another provider of your choice, you may incur additional charges. In the transfer of service to Signal Share Corp., all efforts will be made so your local telephone number will remain the same and your existing local service and calling features will be transferred to Signal Share Corp. Please be aware that you are responsible for paying all bills rendered to you by RNK during this transition. You may be subject to suspension or termination of your phone service in accordance with Public Service Commission rules if you fail to pay your telephone bill.

If you do not want service from Signal Share Corp., your action is required! You must select a new local telephone provider as quickly as possible, but in no event later than (30 days prior to exit date). If you no longer want any local service please contact your current local carrier to disconnect service.

After selecting a new local telephone provider, you should also contact your current long distance provider to ensure that your current long distance calling plan is not changed as the result of your change in local service. If you do not contact your long distance provider, you may be charged basic rates (non-calling plan rates) for long distance calls.

If you have any questions regarding the discontinuance of RNK's local telephone service, please call 1.866.470.1930. Questions regarding Signal Share Corp. should be directed to 1.877.323.2486. RNK regrets any inconvenience this change may cause you and thanks you for your business.

Sincerely,

Chris Broderick
Chief Operating Officer