

## ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (this "Agreement") is made as of the 7th day of April 2008, by and between Sprint Communications Company L.P., a Delaware limited partnership ("Seller"), Sprint Nextel Corporation, a Kansas corporation ("Seller Parent"), solely for the purposes of Sections 3.1(a), 3.2, 11.1, 11.2, 11.3, 11.6 and 13.5, and STi Prepaid, LLC, a Delaware limited liability company ("Purchaser").

### RECITALS

A. Seller is in the business of, among other things, selling, distributing and servicing prepaid telephone calling cards (each, a "Prepaid Card") for long-distance domestic and international telephone services (the "Service" or "Services"), where each Prepaid Card is assigned a unique authorization number (each, a "PIN") that allows the holder of such Prepaid Card access to Seller Parent's (or its vendor's) telecommunications network, up to the number of minutes assigned to such Prepaid Card ("Prepaid Card Minutes") and/or up to the Retail Value of such Prepaid Card (on a cost per-minute basis) for international telephone services. The business described in this Recital A is hereinafter referred to as the "Business."

B. Purchaser operates and maintains its own telecommunications network.

C. Seller desires to sell and assign, and Purchaser desires to purchase certain assets and assume certain liabilities of the Business, all as set forth in this Agreement.

### W I T N E S S E T H:

NOW, THEREFORE, in consideration of the covenants and mutual agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in reliance upon the representations and warranties contained herein, the parties do hereby agree as follows:

### ARTICLE 1

#### DEFINITION

In this Agreement, the following words shall have the indicated meanings:

"Acquired Assets" as defined in Section 2.1.

"Action" shall mean any action, claim, suit, arbitration, subpoena, discovery request, proceeding or investigation by or before any court or grand jury, any Governmental Authority or arbitration tribunal.

"Actual Loss" or "Actual Losses" as defined in Section 11.2.

"Affiliate" shall mean, with respect to any Person, any Person that, directly or indirectly, is in control of, is controlled by, or is under common control with, such Person. For the purposes of this definition, "control" (including, with correlative meanings, the terms "controlling,"

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

**"PURCHASER"**

STi PREPAID, LLC,  
a Delaware limited liability company

By: David F.  
Name: David Fersen  
Title: Director

**"SELLER"**

SPRINT COMMUNICATIONS COMPANY L.P.,  
a Delaware limited partnership

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

With respect to Sections 3.1(a), 3.2,  
11.1, 11.2, 11.3, 11.6, and 13.5 only:

**"SELLER PARENT"**

SPRINT NEXTEL CORPORATION, a Kansas  
corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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

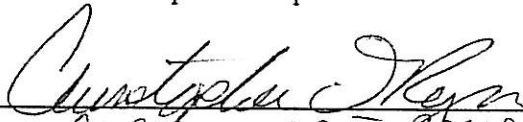
**"PURCHASER"**

STi PREPAID, LLC,  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**"SELLER"**

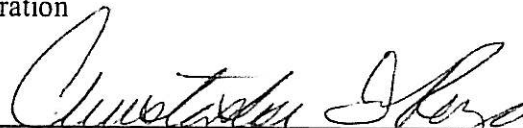
SPRINT COMMUNICATIONS COMPANY L.P.,  
a Delaware limited partnership

By:   
Name: CHRISTOPHER T. ROGERS  
Title: SVP

With respect to Sections 3.1(a), 3.2,  
11.1, 11.2, 11.3, 11.6, and 13.5 only:

**"SELLER PARENT"**

SPRINT NEXTEL CORPORATION, a Kansas  
corporation

By:   
Name: CHRISTOPHER T. ROGERS  
Title: SVP