

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

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In re:	:	Case No. 13-_____
	:	
CENTRAL EUROPEAN DISTRIBUTION	:	Chapter 11
CORPORATION, <i>et al.</i>	:	
	:	
Debtors. ¹	:	
	:	
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**AMENDED AND RESTATED JOINT PREPACKAGED CHAPTER 11 PLAN OF
REORGANIZATION OF CENTRAL EUROPEAN DISTRIBUTION CORPORATION, ET AL.**

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Dated: March 18, 2013

¹ The Debtors and the last four digits of their taxpayer identification numbers (as applicable) are as follows: Central European Distribution Corporation (5271), CEDC Finance Corporation International, Inc. (0116), and CEDC Finance Corporation LLC (7136). The address for each of the Debtors is 3000 Atrium Way, Suite 265, Mt. Laurel, NJ 08054.

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INTRODUCTION

Central European Distribution Corporation, CEDC Finance Corporation International Inc., and CEDC Finance Corporation LLC (the “Debtors”) respectfully propose the following amended and restated joint chapter 11 plan of reorganization for the resolution of the outstanding Claims against and Interests in the Debtors. Reference is made to the Disclosure Statement, distributed contemporaneously herewith, for a discussion of (i) the history, business, and operations of the Debtors and their subsidiaries (collectively, the “Company”), (ii) a summary and analysis of the Plan, and (iii) certain related matters, including risk factors relating to the consummation of this Plan. Subject to certain restrictions and requirements set forth in section 1127 of the Bankruptcy Code and Bankruptcy Rule 3019, the Company reserves the right to alter, amend, modify, revoke, or withdraw this Plan prior to its substantial consummation.

ARTICLE I

DEFINED TERMS, RULES OF INTERPRETATION, COMPUTATION OF TIME AND GOVERNING LAW

A. *Defined Terms*

Unless the context otherwise requires, the following terms shall have the following meanings when used in capitalized form:

1. “8.875% Bid Price” means, with respect to any holder of Existing 8.875% 2016 Notes that elects on its Ballot to participate in the Cash Option, the price specified by such holder on its Ballot for which it would be willing to exchange each €1,000 principal amount of Existing 8.875% 2016 Notes it chooses to exchange in the Cash Option; provided, however, that (i) the 8.875% Bid Price must be in increments of €10.00 and within a range between €600 and €850, (ii) if the 8.875% Bid Price is not submitted in a whole increment of €10.00, such 8.875% Bid Price will be rounded down to the nearest €10.00 increment, (iii) if a holder of Existing 8.875% 2016 Notes elects to participate in the Cash Option but does not specify its 8.875% Bid Price or it specifies an 8.875% Bid Price that is less than €600, then the 8.875% Bid Price for such holder shall be €600, and (iv) if the holder specifies an 8.875% Bid Price that is greater than €850, then such holder’s Existing 8.875% 2016 Notes will not be accepted for exchange in the Cash Option and will not be used for purposes of calculating the Clearing Price or the Cash Option Consideration.

2. “9.125% Bid Price” means, with respect to any holder of Existing 9.125% 2016 Notes that elects on its Ballot to participate in the Cash Option, the price specified by such holder on its Ballot for which it would be willing, subject to the terms of the Plan, to exchange each \$1,000 principal amount of Existing 9.125% 2016 Notes it chooses to exchange in the Cash Option; provided, however, that (i) the 9.125% Bid Price must be in increments of \$10.00 and within a range between \$600 and \$850, (ii) if the 9.125% Bid Price is not submitted in a whole increment of \$10.00, such 9.125% Bid Price will be rounded down to the nearest \$10.00 increment, (iii) if a holder of Existing 9.125% 2016 Notes elects to participate in the Cash Option but does not specify its 9.125% Bid Price or it specifies a 9.125% Bid Price that is less than \$600, then the 9.125% Bid Price for such holder shall be \$600, and (iv) if the holder specifies a 9.125% Bid Price that is greater than \$850, then such holder’s Existing 9.125% 2016 Notes will not be accepted for exchange in the Cash Option and will not be used for purposes of calculating the Clearing Price or the Cash Option Consideration.

3. “*Accrued Professional Compensation*” means, at any given moment, all accrued, contingent and/or unpaid fees (including success fees) for legal, financial advisory, accounting and other services and obligations for reimbursement of expenses rendered or incurred before the Effective Date that are awardable and allowable under sections 328, 330(a) or 331 of the Bankruptcy Code by any retained Professional in the Chapter 11 Cases, or that are awardable and allowable under section 503 of the Bankruptcy Code, that the Bankruptcy Court has not denied by a Final Order, all to the extent that any such fees and expenses have not been previously paid. To the

extent that the Bankruptcy Court or any higher court denies or reduces by a Final Order any amount of a professional's fees or expenses, then those reduced or denied amounts shall no longer constitute Accrued Professional Compensation. For the avoidance of doubt, Accrued Professional Compensation shall not include the Plan Support Parties' Professional Fee Claims.

4. "*Administrative Claim*" means a Claim for payment of costs and expenses of administration pursuant to sections 503(b), 507(a)(2), 507(b) or 1114(e)(2) of the Bankruptcy Code, including: (a) the actual and necessary costs and expenses incurred on or after the Petition Date and through the Effective Date of preserving the Estates and operating the businesses of the Debtors; (b) compensation for legal, financial advisory, accounting and other services and reimbursement of expenses Allowed pursuant to sections 328, 330(a), 331 or 363 of the Bankruptcy Code or otherwise for the period commencing on the Petition Date and through the Effective Date; (c) all fees and charges assessed against the Estates pursuant to chapter 123 of title 28 of the United States Code, 28 U.S.C. §§ 1-4001; (d) all requests for compensation or expense reimbursement for making a substantial contribution in the Chapter 11 Cases pursuant to sections 503(b)(3), (4) and (5) of the Bankruptcy Code; and (e) the Plan Support Parties' Professional Fee Claims, which fee claims shall be Allowed Administrative Claims.

5. "*Affiliate*" has the meaning set forth in section 101(2) of the Bankruptcy Code.

6. "*Allowed*" means, with respect to a Claim within a particular Class, an Allowed Claim of the type described in such Class.

7. "*Allowed Claim*" means a Claim (i) as to which no objection or request for estimation has been filed on or before the Claims Objection Bar Date or the expiration of such other applicable period fixed by the Bankruptcy Court or the Plan; (ii) as to which any objection has been settled, waived, withdrawn or denied by a Final Order or in accordance with the Plan; or (iii) that is allowed (a) by a Final Order, (b) by an agreement between the holder of such Claim and the Debtors or the Reorganized Debtors or (c) pursuant to the terms of the Plan; provided, however, that, notwithstanding anything herein to the contrary, by treating a Claim as an "Allowed Claim" under (i) above (the expiration of the Claims Objection Bar Date or other applicable deadline), the Debtors do not waive their rights to contest the amount and validity of any disputed, contingent and/or unliquidated Claim in the time, manner and venue in which such Claim would have been determined, resolved or adjudicated if the Chapter 11 Cases had not been commenced. An Allowed Claim (i) includes a Disputed Claim to the extent such Disputed Claim becomes Allowed after the Effective Date and (ii) shall be net of any valid setoff exercised with respect to such Claim pursuant to the provisions of the Bankruptcy Code and applicable law. Unless otherwise specified herein, in section 506(b) of the Bankruptcy Code or by Final Order of the Bankruptcy Court, "Allowed Claim" shall not, for purposes of distributions under the Plan, include interest on such Claim accruing from and after the Petition Date.

8. "*Auction Closing Date*" means the Voting Deadline.

9. "*Avoidance Actions*" means causes of action or rights arising under sections 510(c), 544, 545, 547, 548, 549, 550, 551 and 553 of the Bankruptcy Code, as defined in Article V.

10. "*Ballot*" means the form distributed to each holder of a Claim in an Impaired Class entitled to vote on the Plan on which to indicate their acceptance or rejection of the Plan and, if applicable, such other elections as may be made thereon.

11. "*Bankruptcy Code*" means title 11 of the United States Code, as amended from time to time.

12. "*Bankruptcy Court*" means the United States Bankruptcy Court for the District of Delaware having jurisdiction over the Chapter 11 Cases or any other court having jurisdiction over the Chapter 11 Cases, including, to the extent of the withdrawal of any reference under 28 U.S.C. § 157, the United States District Court for the District of Delaware.

13. "*Bankruptcy Rules*" means the Federal Rules of Bankruptcy Procedure, as applicable to the Chapter 11 Cases, promulgated under section 2075 of title 28 of the United States Code, 28 U.S.C. §§ 1-4001, as well as the general and local rules of the Bankruptcy Court.

14. “*Bankruptcy Waiver Amendments*” means, as described in the Disclosure Statement, that certain amendment to the Existing 2016 Notes Indenture to provide for a revision to current Section 6.2 (Acceleration) thereof, consent to which was solicited from holders of Existing 2016 Notes pursuant to the Consent Solicitation, such that the entire provision is stricken and replaced with the following: “Section 6.2 (Acceleration): If an Event of Default occurs and is continuing, the Trustee by notice to the Issuer, or the Holders of at least 50% in principal amount of the outstanding Notes by notice to the Issuer and the Trustee, may, and the Trustee at the request of such Holders shall, declare the principal of, premium, if any, and accrued and unpaid interest, if any, on all the Notes to be due and payable. Upon such a declaration, such principal, premium and accrued and unpaid interest shall be due and payable immediately.”

15. “*Bid Price*” means, collectively, the 8.875% Bid Price and the 9.125% Bid Price.

16. “*Cash*” means legal tender of the United States of America or the equivalent thereof.

17. “*Cash Option*” means the optional treatment for Allowed Existing 2016 Notes Claims provided in Article III.C.2. hereof.

18. “*Cash Option Consideration*” means Cash, in an amount not to exceed \$172 million (using the Exchange Rate, in the case of payments in respect of Existing 8.875% 2016 Notes) and representing the sum of (i) the aggregate purchase price of all Existing 2016 Notes accepted for exchange in the Cash Option and (ii) the full amount of the aggregate unpaid interest that has accrued on such accepted Existing 2016 Notes in accordance with the terms of the Existing 2016 Notes Indenture from December 2, 2012 to March 15, 2013.

19. “*Causes of Action*” means any action, proceeding, agreement, claim, cause of action, controversy, demand, right, action, Lien, indemnity, guaranty, suit, obligation, liability, damage, judgment, account, defense, offset, power, privilege, license and franchise of any kind or character whatsoever, known, unknown, contingent or non-contingent, matured or unmatured, suspected or unsuspected, liquidated or unliquidated, disputed or undisputed, secured or unsecured, assertable directly or derivatively, whether arising before, on, or after the Petition Date, in contract or in tort, in law or in equity or pursuant to any other theory of law. Causes of Action also include: (a) any right of setoff, counterclaim or recoupment and any claim on contracts or for breaches of duties imposed by law or in equity; (b) the right to object to Claims or Interests; (c) any claim pursuant to section 362 or chapter 5 of the Bankruptcy Code; (d) any claim or defense including fraud, mistake, duress and usury and any other defenses set forth in section 558 of the Bankruptcy Code; (e) any state law fraudulent transfer claim; and (f) any claim listed in the Plan Supplement.

20. “*CEDC*” means Central European Distribution Corporation, a Delaware corporation.

21. “*CEDC FinCo*” means CEDC Finance Corporation International, Inc., a Delaware corporation that is an indirect, wholly owned subsidiary of CEDC.

22. “*Chapter 11 Cases*” means the chapter 11 cases of the Debtors pending under chapter 11 of the Bankruptcy Code in the Bankruptcy Court, and the phrase “Chapter 11 Case” when used with reference to a particular Debtor means the particular case pending under chapter 11 of the Bankruptcy Code that such Debtor commenced in the Bankruptcy Court.

23. “*Claim*” means any claim against a Debtor as defined in section 101(5) of the Bankruptcy Code.

24. “*Claims Objection Bar Date*” means, for each Claim, the latest of (a) the date that is one hundred and eighty (180) days after the Effective Date, (b) as to a particular Claim, 180 days after the filing of a Proof of Claim, or request for payment of such Claim, and (c) such other period of limitation as may be specifically fixed by an order of the Bankruptcy Court for objecting to Claims.

25. “*Class*” means a category of holders of Claims or Interests as set forth in Article III.

26. “*Clearing Price*” means the lowest Bid Price, as determined based upon each Bid Price’s percentage of the respective Existing 2016 Note’s principal amount, such that the sum of (i) the aggregate purchase price to

purchase all Existing 2016 Notes electing to participate in the Cash Option and (ii) the aggregate amount of unpaid interest that has accrued on such purchased Existing 2016 Notes in accordance with the terms of the Existing 2016 Notes Indenture from December 2, 2012 to March 15, 2013, would equal or exceed \$172 million; provided, however, that the Debtors shall use the Exchange Rate in determining such aggregate purchase price and aggregate unpaid interest, which may include Euro denominated 8.875% Bid Prices.

27. “*Collateral*” means any property or interest in property of the Estates subject to a lien or security interest to secure the payment or performance of a Claim, which lien or security interest is not subject to avoidance under the Bankruptcy Code or otherwise invalid under the Bankruptcy Code or applicable law.

28. “*Collateral and Guarantee Amendments*” means, as described in the Disclosure Statement and set forth in the Supplemental Indenture, those certain amendments to the Existing 2016 Notes Indenture to provide for the release of all of the liens on the collateral securing the Existing 2016 Notes and a release of all subsidiary guarantees of the Existing 2016 Notes, consents to which were solicited from holders of Existing 2016 Notes pursuant to the Consent Solicitation.

29. “*Company*” means CEDC and each of its direct and indirect affiliates and subsidiaries, including any Non-Debtor Affiliates.

30. “*Confirmation*” means the entry of the Confirmation Order on the docket of the Chapter 11 Cases within the meaning of Bankruptcy Rules 5003 and 9021.

31. “*Confirmation Date*” means the date upon which the Bankruptcy Court enters the Confirmation Order on the docket of the Chapter 11 Cases within the meaning of Bankruptcy Rules 5003 and 9021.

32. “*Confirmation Hearing*” means the hearing held by the Bankruptcy Court on Confirmation of the Plan pursuant to section 1128 of the Bankruptcy Code, as such hearing may be continued from time to time.

33. “*Confirmation Order*” means the order of the Bankruptcy Court confirming the Plan pursuant to section 1129 of the Bankruptcy Code, which order shall be reasonably acceptable to the Debtors, RTL, and a majority in principal amount of the Existing 2013 Notes or the Existing 2016 Notes, as applicable, represented by the Steering Committees.

34. “*Consent Solicitation*” means the solicitation of consents to amendments to the Existing 2016 Notes Indenture pursuant to the Disclosure Statement.

35. “*Consummation*” means the occurrence of the Effective Date.

36. “*Corporate Governance Documents*” means the certificate of incorporation, certificate of formation, limited liability agreement, bylaws, and other formation documents of the Debtors and the Reorganized Debtors, which documents shall be reasonably acceptable to RTL and a majority in principal amount of the Existing 2013 Notes or the Existing 2016 Notes, as applicable, represented by the Steering Committees.

37. “*Covenant Amendments*” means, as described in the Disclosure Statement and set forth in the Supplemental Indenture, those certain amendments to the Existing 2016 Notes Indenture to eliminate substantially all of the restrictive covenants and certain events of default and related provisions contained in the Existing 2016 Notes Indenture, consents to which were solicited from holders of Existing 2016 Notes pursuant to the Consent Solicitation.

38. “*Creditors’ Committee*” means any statutory committee of unsecured creditors of the Debtors appointed in the Chapter 11 Cases pursuant to section 1102 of the Bankruptcy Code by the U.S. Trustee, as such committee membership may be reconstituted from time to time.

39. “*Cure*” means the payment of Cash by the Debtors, or the distribution of other property (as the parties may agree or the Bankruptcy Court may order), as necessary to cure defaults under an executory contract or

unexpired lease of one or more of the Debtors and to permit the Debtors to assume that contract or lease under section 365(a) of the Bankruptcy Code.

40. “*D&O Liability Insurance Policies*” means all insurance policies of any of the Debtors for directors’, managers’ and officers’ liability.

41. “*Debtor*” means CEDC, CEDC FinCo, or CEDC Finance Corporation LLC, each in its respective individual capacity as a debtor and debtor in possession in the Chapter 11 Cases.

42. “*Debtors*” means collectively CEDC, CEDC FinCo, and CEDC Finance Corporation LLC.

43. “*Disbursing Agent*” means the Reorganized Debtors or the Person or Persons chosen by the Reorganized Debtors to make or facilitate distributions pursuant to the Plan.

44. “*Disclosure Statement*” means that certain document entitled Amended and Restated Offering Memorandum, Consent Solicitation Statement and Disclosure Statement Soliciting Acceptances of a Prepackaged Plan of Reorganization, dated March 8, 2013, as supplemented by Supplement No. 1 to the Amended and Restated Offering Memorandum, Consent Solicitation, and Disclosure Statement Soliciting Acceptances of a Prepackaged Plan of Reorganization, dated March 18, 2013, as may be further amended, supplemented, or modified.

45. “*Disputed*” means, with respect to any Claim or Interest, any Claim or Interest that is not yet Allowed.

46. “*Distribution Date*” means the date, occurring as soon as practicable after the Effective Date, on which the Disbursing Agent first makes distributions to holders of Allowed Claims as provided in Article VII of the Plan and any date thereafter on which the Disbursing Agent makes distributions to holders of Allowed Claims as provided in Article VII of the Plan.

47. “*Distribution Record Date*” means the Effective Date.

48. “*Effective Date*” means the first business day after which all provisions, terms and conditions specified in Article X.B have been satisfied or waived pursuant to Article X.C.

49. “*Estate*” means, as to each Debtor, the estate created for the Debtor in its Chapter 11 Case pursuant to section 541 of the Bankruptcy Code.

50. “*Exchange Rate*” means the average exchange rate of United States dollars (USD) to euros (EUR) for the ten (10) calendar days ending on the Voting Deadline, as reported by Bloomberg Finance L.P.

51. “*Exculpated Claim*” means any claim related to any act or omission in connection with, relating to or arising out of the Debtors’ in or out of court restructuring efforts, the Debtors’ Chapter 11 Cases, formulation, preparation, dissemination, negotiation or filing of the Disclosure Statement or the Plan or any contract, instrument, release or other agreement or document created or entered into in connection with the Disclosure Statement or the Plan, the filing of the Chapter 11 Cases, the pursuit of Confirmation, the pursuit of Consummation, the administration and implementation of the Plan, including the issuance of Plan securities, or the distribution of property under the Plan or any other related agreement; provided, however, that Exculpated Claims shall not include any act or omission that is determined in a Final Order to have constituted willful misconduct, or intentional fraud to the extent imposed by applicable non-bankruptcy law. For the avoidance of doubt, no Cause of Action, obligation or liability expressly set forth in or preserved by the Plan or the Plan Supplement constitutes an Exculpated Claim.

52. “*Exculpated Party*” means each of: (a) the Debtors and the Reorganized Debtors, (b) the Creditors’ Committee, if any, and the current and former members thereof, in their capacity as such; and (c) with respect to

each of the foregoing Persons in clauses (a) and (b), such Persons' subsidiaries, affiliates, members, officers, directors, agents, financial advisors, accountants, investment bankers, consultants, attorneys, employees, partners, affiliates and representatives, in each case only in their capacity as such.

53. "*Exculpation*" means the exculpation provision set forth in Article IX.D hereof.

54. "*Executory Contract*" means a contract to which on or more of the Debtors is a party that is subject to assumption or rejection under section 365 of the Bankruptcy Code.

55. "*Existing 2013 Notes*" means the 3% Convertible Notes due 2013 issued by CEDC pursuant to the Existing 2013 Notes Indenture.

56. "*Existing 2013 Notes Indenture*" means the Indenture, dated as of March 7, 2008, by and among CEDC and the Existing 2013 Notes Indenture Trustee, as trustee, relating to the Existing 2013 Notes, as amended, restated, supplemented or otherwise modified from time to time as of the date hereof.

57. "*Existing 2013 Notes Indenture Trustee*" means the Bank of New York and/or its duly appointed successor, in its capacity under the Existing 2013 Notes Indenture.

58. "*Existing 2013 Notes Steering Committee*" means the steering committee of certain holders of Existing 2013 Notes represented by Brown Rudnick LLP and Duff & Phelps Corp.

59. "*Existing 2016 Notes*" means, collectively, the Existing 8.875% 2016 Notes and the Existing 9.125% Senior Secured Notes issued by CEDC FinCo pursuant to the Existing 2016 Notes Indenture.

60. "*Existing 2016 Notes Claims*" means any Claim arising under or in connection with the Existing 2016 Notes.

61. "*Existing 2016 Notes Indenture*" means the Indenture, dated as of December 2, 2009, by and among CEDC FinCo and the Existing 2016 Notes Indenture Trustee, as trustee, relating to the Existing 2016 Notes, as amended, restated, supplemented or otherwise modified from time to time as of the date hereof.

62. "*Existing 2016 Notes Indenture Trustee*" means Deutsche Trustee Company Limited and/or its duly appointed successor, in its capacity as indenture trustee under the Existing 2016 Notes Indenture.

63. "*Existing 2016 Notes Steering Committee*" means the steering committee of certain holders of Existing 2016 Notes represented by Cadwalader, Wickersham & Taft LLP and Moelis & Company.

64. "*Existing 8.875% 2016 Notes*" means the outstanding 8.875% Senior Secured Notes due 2016.

65. "*Existing 9.125% 2016 Notes*" means the outstanding 9.125% Senior Secured Notes due 2016.

66. "*Existing Common Stock*" means shares of common stock of CEDC that are authorized, issued, and outstanding prior to the Effective Date.

67. "*Final Order*" means, as applicable, an order or judgment of the Bankruptcy Court or other court of competent jurisdiction, which has not been reversed, stayed, modified or amended, and as to which the time to appeal or seek certiorari has expired and no appeal or petition for certiorari has been timely taken, or as to which any appeal that has been taken or any petition for certiorari that has been or may be filed has been resolved by the highest court to which the order or judgment could be appealed or from which certiorari could be sought or the new trial, reargument or rehearing shall have been denied, resulted in no modification of such order or has otherwise been dismissed with prejudice.

68. "*General Unsecured Claims*" means any Unsecured Claim against any Debtor, unless such Claim is: (a) an Intercompany Claim, (b) an Administrative Claim, (c) a Priority Tax Claim, (d) a Priority Non-Tax Claim, (e) a Claim Accrued for Professional Compensation, (f) an Unsecured Notes Claim, (g) a Subordinated 510(b) Claim, or (h) a deficiency claim of Other Secured Claims.

69. "*Impaired*" means any Claim or Interest in an Impaired Class.

70. “*Impaired Class*” means a Class that is impaired within the meaning of section 1124 of the Bankruptcy Code. For the avoidance of doubt, Impaired Classes are Classes 2, 3, 5, 8, and 9.

71. “*Indemnification Provisions*” means each of the indemnification provisions, agreements or obligations in place as of the Petition Date, whether in the bylaws, certificate of incorporation or other formation documents, board resolutions or employment contracts, for the Debtors and the current and former directors, officers, members, employees, attorneys, other professionals and agents of the Debtors.

72. “*Indemnified Parties*” means, collectively, current and former directors, officers, members (including ex officio members), employees, attorneys, other professionals and agents of the Debtors who are beneficiaries of Indemnification Provisions.

73. “*Indenture Trustees*” means the Existing 2013 Notes Indenture Trustee and the Existing 2016 Notes Indenture Trustee.

74. “*Insurance Policies*” means, collectively, all of the Debtors’ insurance policies.

75. “*Intercompany Claim*” means any Claim held by a Debtor or Non-Debtor Affiliate against a Debtor or Non-Debtor Affiliate.

76. “*Intercompany Interest*” means any Interest held by a Debtor or an Affiliate.

77. “*Interest*” means any equity interest in the Debtors as defined in section 101(16) of the Bankruptcy Code, including all issued, unissued, authorized or outstanding shares of capital stock of the Debtors together with any warrants, options or contractual rights (including any rights under registration agreements or equity incentive agreements) to purchase or acquire such equity securities at any time and all rights arising with respect thereto.

78. “*Lien*” has the meaning set forth in section 101(37) of the Bankruptcy Code.

79. “*Management Incentive Plan*” shall have the meaning set forth in Article V.G.

80. “*New CEDC*” shall have the meaning set forth in Article V.I.

81. “*New Common Stock*” means 120,000,000 of common shares in the capital of Reorganized CEDC (or New CEDC to the extent such entity is formed pursuant to Article V.I of the Plan) authorized pursuant to the Plan, of which up to 25,000,000 shares shall be initially issued and outstanding as of the Effective Date, as described in Exhibit C hereto.

82. “*New Convertible Secured Notes*” means those new Convertible Secured PIK Toggle Notes, due 2018, to be issued upon the terms described in the Disclosure Statement under the heading “Description of New Convertible Secured Notes.”

83. “*New Notes*” means, collectively, the New Convertible Secured Notes and the New Secured Notes.

84. “*New Notes Option*” means the optional treatment for Allowed Existing 2016 Notes Claims provided in Article III.C.2 of the Plan.

85. “*New Secured Notes*” means those new Senior Secured Notes due 2018, in an aggregate principal amount equal to (x) \$450 million plus (y) an amount equal to the unpaid interest on all Existing 2016 Notes receiving such New Secured Notes pursuant to the New Notes Option that has accrued in accordance with the terms of the Existing 2016 Notes Indenture from March 16, 2013, to the earlier of (i) June 1, 2013 and (ii) the date immediately preceding the issuance of the New Senior Notes, to be issued upon the terms described in the Disclosure Statement under the heading “Description of New Secured Notes.”

86. “*Non-Debtor Affiliate*” means any Affiliate of the Debtors that has not filed a case under chapter 11 of the Bankruptcy Code.

87. “*Other Secured Claims*” means any Secured Claim against a Debtor other than an RTL Credit Facility Claim or Existing 2016 Notes Claim.

88. “*Person*” has the meaning set forth in section 101(41) of the Bankruptcy Code.

89. “*Petition Date*” means the date on which the Debtors filed their petitions for reorganization relief in the Bankruptcy Court.

90. “*Plan*” means this Amended and Restated Joint Chapter 11 Plan of Reorganization of Central European Distribution Corporation, et al., including the Plan Supplement, all exhibits, appendices and schedules hereto, which are incorporated herein by reference, in either present form or as may be further amended, restated, supplemented or otherwise modified from time to time in accordance with the Bankruptcy Code and the Bankruptcy Rules, in each case reasonably acceptable to the Debtors, RTL and a majority in principal amount of the Existing 2013 Notes or the Existing 2016 Notes, as applicable, represented by the Steering Committees.

91. “*Plan Supplement*” means the compilation of documents and forms of documents, schedules and exhibits to the Plan to be filed by the Debtors and in each case reasonably acceptable to the Debtors, RTL and a majority in principal amount of the Existing 2013 Notes or the Existing 2016 Notes, as applicable, represented by the Steering Committees, including any exhibits and appendices to the Plan to the extent not already appended and attached, and including to the extent known, the identity of the members of the new boards of the Reorganized Debtors.

92. “*Plan Support Parties’ Professional Fee Claims*” means all reasonable fees and expenses incurred by RTL, the Steering Committees, and their advisors in connection with the negotiation, evaluation, formulation and consummation of the Plan and any predecessor restructuring proposals, the Disclosure Statement, the Plan Supplement, and any exhibits, schedules, and supplements thereto, including those reasonable fees and expenses due for each of Cadwalader, Wickersham & Taft LLP, Moelis & Company, White & Case LLP, Blackstone Advisory Partners L.P., Brown Rudnick LLP, and Duff & Phelps Corp., and including the reasonable fees and expenses of any local counsel retained in Russia, Poland or elsewhere as necessary, which fees shall be treated as Allowed Administrative Claims hereunder and paid without the need for any application to the Bankruptcy Court.

93. “*Priority Non-Tax Claims*” means any Claim accorded priority in right of payment under section 507(a) of the Bankruptcy Code, other than (a) an Administrative Claim or (b) a Priority Tax Claim.

94. “*Priority Tax Claim*” means any Claim of a governmental unit, as defined in section 101(27) of the Bankruptcy Code, of the kind specified in section 507(a)(8) of the Bankruptcy Code.

95. “*Pro Rata*” means, as applicable, the proportion that an Allowed Claim in a particular Class bears to the aggregate amount of all Allowed Claims in that Class, or the proportion that all Allowed Claims in a particular Class bear to the aggregate amount of Allowed Claims in such Class and other Classes entitled to share in the same recovery under the Plan.

96. “*Professional*” means a Person: (a) retained pursuant to an order of the Bankruptcy Court in accordance with sections 327, 363 or 1103 of the Bankruptcy Code and to be compensated for services rendered before or on the Effective Date, pursuant to sections 327, 328, 329, 330, 363 or 331 of the Bankruptcy Code, or (b) awarded compensation and reimbursement by the Bankruptcy Court pursuant to section 503(b)(4) of the Bankruptcy Code.

97. “*Proof of Claim*” means any proof of Claim filed against any of the Debtors in the Chapter 11 Cases.

98. “*Reinstate,*” “*Reinstated*” or “*Reinstatement*” means (i) leaving unaltered the legal, equitable and contractual rights to which a Claim entitles the holder of such Claim so as to leave such Claim unimpaired in accordance with section 1124 of the Bankruptcy Code or (ii) notwithstanding any contractual provision or applicable law that entitles the holder of such Claim to demand or receive accelerated payment of such Claim

after the occurrence of a default, (a) curing any such default that occurred before or after the Petition Date, other than a default of a kind specified in section 365(b)(2) of the Bankruptcy Code; (b) reinstating the maturity of such Claim as such maturity existed before such default; (c) compensating the holder of such Claim for any damages incurred as a result of any reasonable reliance by such holder on such contractual provision or such applicable law; and (d) not otherwise altering the legal, equitable or contractual rights to which such Claim entitles the holder of such Claim; provided, however, that any contractual right that does not pertain to the payment when due of principal and interest on the obligation on which such Claim is based, including, but not limited to, financial covenant ratios, negative pledge covenants, covenants or restrictions on merger or consolidation, and affirmative covenants regarding corporate existence, prohibiting certain transactions or actions contemplated by the Plan, or conditioning such transactions or actions on certain factors, shall not be required to be reinstated in order to accomplish Reinstatement and shall be deemed cured on the Effective Date.

99. “*Rejection Claim*” means a Claim arising from the rejection of an Executory Contract or Unexpired Lease pursuant to section 365 of the Bankruptcy Code.

100. “*Released Party*” means each of: (a) the Debtors; (b) the current and former directors and officers of the Debtors who were serving in such capacity on or after December 1, 2012; (c) the Creditors’ Committee, if any, and the current and former members thereof, in their capacity as such; (d) RTL; (e) the Steering Committees; and (f) with respect to each of the foregoing Persons in clauses (a) through (e), such Persons’ subsidiaries, affiliates, members, officers, directors, agents, financial advisors, accountants, investment bankers, consultants, attorneys, employees, partners, affiliates and representatives, in each case, only in their capacity as such.

101. “*Reorganized*” means, with respect to the Debtors, any Debtor or any successor thereto, by merger, consolidation or otherwise, on or after the Effective Date, including New CEDC to the extent such entity is formed pursuant to Article V.I of the Plan.

102. “*RTL*” means Roust Trading Ltd.

103. “*RTL Credit Facility*” means the \$50 million secured credit facility provided by RTL to CEDC pursuant to the facility agreement dated March 1, 2013.

104. “*RTL Credit Facility Claims*” means any Claim arising under or in connection with the RTL Credit Facility.

105. “*RTL Investment*” means, collectively (i) the RTL New Equity Infusion and (ii) the conversion of the RTL Credit Facility Claims into equity pursuant to Article III.C.3 hereof, both as contemplated by the RTL Investment Agreement.

106. “*RTL Investment Agreement*” means that certain agreement by and between RTL and CEDC and certain of CEDC’s subsidiaries, dated March 8, 2013, setting forth the terms and conditions upon which RTL shall make the RTL Investment, a copy of which is attached as Exhibit D.

107. “*RTL Investment New Common Stock Allocation*” means shares of New Common Stock to be issued to RTL or its designee on account of (i) the RTL Investment and (ii) if Class 5A votes to accept the Plan in accordance with section 1126(c) of the Bankruptcy Code, the Cash provided by RTL to fund payments to holders of Unsecured Notes Claims pursuant to Articles III.C.5 and V.A.1 of the Plan, equal to 100% of the shares of New Common Stock issued and outstanding on the Effective Date, subject to dilution from shares of New Common Stock, if any, issued pursuant to the Management Incentive Plan.

108. “*RTL New Equity Infusion*” means Cash in an amount equal to \$172 million to be contributed by RTL or its designee as part of the RTL Investment that will be used to fund the Cash Option and, to the extent not expended in the Cash Option, will be used to fund a pro rata distribution of cash to holders of Existing 2016 Notes not retired under the cash option.

109. “*RTL Notes*” means the outstanding 3.00% Senior Notes due 2013 issued by CEDC to RTL pursuant to the Securities Purchase Agreement.

110. “*RTL Offer*” means the offer by RTL to exchange, subject to certain conditions, Existing 2013 Notes for Cash and securities issued by RTL on the terms described in the term sheet between RTL and certain holders of Existing 2013 Notes, dated March 14, 2013, and included with RTL’s beneficial ownership report filed with the United States Securities and Exchange Commission on Form 13D/A filed March 14, 2013.

111. “*RTL Put Right*” means the rights granted to RTL under the Securities Purchase Agreement to put shares of Existing Common Stock to CEDC for the amount of \$30 million.

112. “*Schedules*” means, collectively, any schedules of assets and liabilities, schedules of Executory Contracts and Unexpired Leases and statements of financial affairs filed by the Debtors pursuant to section 521 of the Bankruptcy Code and in substantial accordance with the Official Bankruptcy Forms, as may be amended from time to time before entry of a final decree; provided, however, that the Debtors may seek a waiver of the requirement set forth in section 521 of the Bankruptcy Code.

113. “*Secured*” means, when referring to a Claim: (a) secured by a Lien on property in which the Estate of the Debtor against which the Claim is asserted has an interest, which Lien is valid, perfected and enforceable pursuant to applicable law or by reason of a Bankruptcy Court order, to the extent of the value of the creditor’s interest in the Estate’s interest in such property as determined pursuant to section 506(a) of the Bankruptcy Code; (b) subject to setoff pursuant to section 553 of the Bankruptcy Code, to the extent of the value of the property subject to setoff; or (c) otherwise Allowed pursuant to the Plan as a Secured Claim.

114. “*Securities Purchase Agreement*” means the Amended and Restated Securities Purchase Agreement among CEDC and RTL, dated July 9, 2012.

115. “*Steering Committees*” means the Existing 2013 Notes Steering Committee and the Existing 2016 Notes Steering Committee.

116. “*Subordinated 510(b) Claim*” means any Claim subordinated pursuant to Bankruptcy Code section 510(b), which shall include (i) any Claim arising from the rescission of a purchase or sale of Interests in the CEDC, (ii) any Claim for damages arising from the purchase or sale of any Interests in CEDC, and (iii) any Claim for reimbursement, contribution or indemnification on account of any such Claim.

117. “*Supplemental Indenture*” means the supplemental indenture in substantially the form attached to the Disclosure Statement as Appendix B providing for the Covenant Amendments and, if consents of holders of at least 90% of the principal amount of outstanding Existing 2016 Notes were received pursuant to the Consent Solicitation, the Collateral and Guarantee Amendments, but not including the Bankruptcy Waiver Amendments.

118. “*Unexpired Lease*” means a lease to which one or more of the Debtors is a party that is subject to assumption or rejection under section 365 of the Bankruptcy Code.

119. “*Unimpaired*” means any Claim or Interest that is not designated as Impaired. For the avoidance of doubt, Unimpaired Classes are Classes 1, 4, 6, 7, and 10.

120. “*Unsecured Claims*” means any unsecured claim against any Debtor including (a) a General Unsecured Claim and (b) an Unsecured Notes Claim.

121. “*Unsecured Notes Claims*” means any Claim arising in connection with the Existing 2013 Notes or the RTL Notes, as applicable.

122. “*Unsecured Notes Claims Consideration*” has the meaning ascribed in Article III.C.5.

123. “*U.S. Trustee*” means the United States Trustee for the District of Delaware.

124. “*Voting Deadline*” means 5:00 p.m. (prevailing Eastern Time) on April 4, 2013.

B. Rules of Interpretation

For purposes of this Plan: (a) in the appropriate context, each term, whether stated in the singular or the plural, shall include both the singular and the plural, and pronouns stated in the masculine, feminine or neuter gender shall include the masculine, feminine and the neuter gender; (b) any reference herein to a contract, lease, instrument, release, indenture or other agreement or document being in a particular form or on particular terms and conditions means that the referenced document shall be substantially in that form or substantially on those terms and conditions; (c) any reference herein to an existing document or exhibit having been filed or to be filed shall mean that document or exhibit, as it may thereafter be amended, modified or supplemented; (d) unless otherwise specified, all references herein to “Articles” are references to Articles hereof or hereto; (e) unless otherwise stated, the words “herein,” “hereof” and “hereto” refer to the Plan in its entirety rather than to a particular portion of the Plan; (f) captions and headings to Articles are inserted for convenience of reference only and are not intended to be a part of or to affect the interpretation hereof; (g) the rules of construction set forth in section 102 of the Bankruptcy Code shall apply; and (h) any immaterial effectuating provisions may be interpreted by the Reorganized Debtors in a manner that is consistent with the overall purpose and intent of the Plan all without further Bankruptcy Court order.

C. Computation of Time

The provisions of Bankruptcy Rule 9006(a) shall apply in computing any period of time prescribed or allowed herein.

D. Governing Law

Unless a rule of law or procedure is supplied by federal law (including the Bankruptcy Code and Bankruptcy Rules) or unless otherwise specifically stated, the laws of the State of New York, without giving effect to the principles of conflict of laws, shall govern the rights, obligations, construction and implementation of the Plan, any agreements, documents, instruments or contracts executed or entered into in connection with the Plan (except as otherwise set forth in those agreements, in which case the governing law of such agreement shall control); provided, however, that corporate governance matters relating to the Debtors or the Reorganized Debtors, as applicable, shall be governed by the laws of the state of incorporation of the Debtors or Reorganized Debtors, as applicable.

E. Reference to Monetary Figures

All references in the Plan to monetary figures shall refer to currency of the United States of America, unless otherwise expressly provided.

F. Reference to the Debtors or the Reorganized Debtors

Except as otherwise specifically provided in the Plan to the contrary, references in the Plan to the Debtors or to the Reorganized Debtors shall mean the Debtors and the Reorganized Debtors, as applicable, to the extent the context requires.

ARTICLE II

TREATMENT OF UNCLASSIFIED CLAIMS

In accordance with section 1123(a)(1) of the Bankruptcy Code, Administrative Claims and Priority Tax Claims have not been classified and, thus, are excluded from the Classes of Claims and Interests set forth in Article III and shall have the following treatment:

A. *Administrative Claims*

1. Administrative Claims.

Except with respect to Administrative Claims that are Claims for Accrued Professional Compensation, each holder of an Allowed Administrative Claim shall receive, in full satisfaction, settlement, release and discharge of and in exchange for its Administrative Claim, on the latest of (i) the first Distribution Date, (ii) the date on which its Administrative Claim becomes an Allowed Administrative Claim, (iii) the date on which its Administrative Claim becomes payable under any agreement with the Debtors relating thereto, (iv) in respect of liabilities incurred in the ordinary course of business, the date upon which such liabilities are payable in the ordinary course of the Debtors' business, consistent with past practice, or (v) such other date as may be agreed upon between the holder of such Allowed Administrative Claim and the Debtors or the Reorganized Debtors, as the case may be, Cash equal to the unpaid portion of its Allowed Administrative Claim.

2. Professional Compensation

(a) Claims for Accrued Professional Compensation

Professionals or other Persons asserting a Claim for Accrued Professional Compensation for services rendered before the Effective Date must file and serve on the Debtors and such other Persons who are designated by the Bankruptcy Rules, the Confirmation Order, the Interim Compensation Order or other order of the Bankruptcy Court an application for final allowance of such Claim for Accrued Professional Compensation no later than 30 days after the Effective Date. Objections to any Claim for Accrued Professional Compensation must be filed and served on the Reorganized Debtors, the Creditors' Committee, the Office of the U.S. Trustee and the requesting party no later than 50 days after the Effective Date.

(b) Post- Effective Date Fees and Expenses

Upon the Effective Date, any requirement that Professionals comply with sections 327 through 331 and 1103 of the Bankruptcy Code in seeking retention or compensation for services rendered after such date shall terminate, and the Reorganized Debtors may employ and pay any Professional for services rendered or expenses incurred after the Effective Date in the ordinary course of business without any further notice to any party or action, order or approval of the Bankruptcy Court.

B. *Priority Tax Claims*

The legal and equitable rights of the holders of Priority Tax Claims are Unimpaired by the Plan. Unless the holder of such Claim and the Debtors agree to a different treatment, on the Effective Date, each holder of an Allowed Priority Tax Claim shall have its Claim Reinstated.

ARTICLE III**CLASSIFICATION AND TREATMENT OF CLAIMS AND INTERESTS***A. The Debtors*

There are a total of three Debtors. Each Debtor has been assigned a letter below for the purposes of classifying and treating Claims against and Interests in each Debtor for balloting purposes. The Claims against and Interests in each Debtor, in turn, have been assigned to separate numbered Classes with respect to each Debtor, based on the type of Claim or Interest involved. Accordingly, the classification of any particular Claim or Interest in any of the Debtors depends on the particular Debtor against which such Claim is asserted (or in which such Interest is held) and the type of Claim or Interest in question. The letters applicable to the three Debtors are as follows:

<u>Letter</u>	<u>Debtor Name</u>
A	Central European Distribution Corporation
B	CEDC Finance Corporation International, Inc.
C	CEDC Finance Corporation LLC

B. Classification of Claims and Interests

Pursuant to section 1122 of the Bankruptcy Code, set forth below is a designation of Classes of Claims and Interests. A Claim or Interest is placed in a particular Class for the purposes of voting on the Plan and receiving distributions pursuant to the Plan only to the extent that such Claim or Interest has not been paid, released, withdrawn or otherwise settled before the Effective Date. The categories of Claims and Interests set forth below classify all Claims against and Interests in the Debtors for all purposes of this Plan. A Claim or Interest shall be deemed classified in a particular Class only to the extent the Claim or Interest qualifies within the description of that Class and shall be deemed classified in a different Class to the extent that any remainder of such Claim or Interest qualifies within the description of such different Class. The treatment with respect to each Class of Claims and Interests provided for in Article III shall be in full and complete satisfaction, release and discharge of such Claims and Interests.

<u>Class</u>	<u>Designation</u>	<u>Impairment</u>	<u>Entitled to Vote</u>
Class 1	Priority Non-Tax Claims	Unimpaired	No (deemed to accept)
Class 2	Existing 2016 Notes Claims	Impaired	Yes
Class 3	RTL Credit Facility Claims	Impaired	Yes
Class 4	Other Secured Claims	Unimpaired	No (deemed to accept)
Class 5	Unsecured Notes Claims	Impaired	Yes
Class 6	General Unsecured Claims	Unimpaired	No (deemed to accept)
Class 7	Intercompany Claims	Impaired	No (deemed to reject)
Class 8	Subordinated 510(b) Claims	Impaired	No (deemed to reject)
Class 9	Existing Common Stock	Impaired	No (deemed to reject)
Class 10	Intercompany Interests	Unimpaired	No (deemed to accept)

*C. Treatment of Claims and Interests***1. Class 1A, 1B, and 1C – Priority Non-Tax Claims.**

1. Impairment and Voting. Classes 1A, 1B, and 1C are Unimpaired by the Plan. Each holder of an Allowed Priority Non-Tax Claim is not entitled to vote to accept or reject the Plan and shall be conclusively deemed to have accepted the Plan.

2. Distribution. Unless the holder of such Claim and the Debtors agree to a different treatment, on the Effective Date, each holder of an Allowed Priority Non-Tax Claim shall have its Claim Reinstated.

2. Class 2A, 2B, and 2C – Existing 2016 Notes Claims.

1. Impairment and Voting. Classes 2A, 2B, and 2C are Impaired by the Plan. Each holder of an Allowed Existing 2016 Notes Claim is entitled to vote to accept or reject the Plan. All Existing 2016 Notes Claims are Allowed Claims.

2. Distribution. On the Effective Date, except to the extent that holders of Allowed Existing 2016 Notes Claims and the Debtors agree to less favorable treatment, the holders of Allowed Existing 2016 Notes Claims shall receive the treatment provided below, depending upon whether they elect to participate in the Cash Option or the New Notes Option; provided, however, that an election of the New Notes Option will be deemed with respect to (i) any Existing 2016 Notes for which the respective holders did not elect to participate in the Cash Option and (ii) any Existing 2016 Notes that are not accepted for exchange in the Cash Option.

(a) Cash Option

If holders of Allowed Existing 2016 Notes Claims elect to participate in the Cash Option, each such holder shall receive its portion of the Cash Option Consideration equal to the sum of (a) such holder's 8.875% Bid Price multiplied by the total principal amount of such holder's Existing 8.875% 2016 Notes accepted for exchange in the Cash Option, divided by €1,000 and converted using the Exchange Rate, plus (b) such holder's 9.125% Bid Price multiplied by the total principal amount of such holder's Existing 9.125% 2016 Notes accepted for exchange in the Cash Option and divided by \$1,000, plus (c) the full amount of the aggregate unpaid interest that has accrued on such holder's accepted Existing 2016 Notes in accordance with the terms of the Existing 2016 Notes Indenture from December 2, 2012 to March 15, 2013 and converted using the Exchange Rate for interest accrued on Existing 8.875% 2016 Notes. In determining which Existing 2016 Notes shall be accepted for exchange in the Cash Option, the Debtors shall use and holders of Existing 2016 Notes Claims must comply with the Dutch auction procedures described in Article V.Q of the Plan.

(b) New Notes Option

If holders of Allowed Existing 2016 Notes Claims elect (or are deemed to elect pursuant to the terms hereof) to exchange their Existing 2016 Notes pursuant to the New Notes Option, such holders shall receive their Pro Rata shares of (A) the New Secured Notes, (B) the New Convertible Secured Notes, and (C) any Cash from the RTL New Equity Infusion not otherwise distributed pursuant to the Cash Option.

3. Class 3A – RTL Credit Facility Claims.

1. Impairment and Voting. Class 3A is Impaired by the Plan. Each holder of an Allowed RTL Credit Facility Claim is entitled to vote to accept or reject the Plan. All RTL Credit Facility Claims are Allowed Claims.

2. Distribution. On the Effective Date, except to the extent that a holder of an RTL Credit Facility Claim and the Debtors agree to less favorable treatment, each holder of an Allowed RTL Credit Facility Claim shall receive its share of the RTL Investment New Common Stock Allocation as set forth in the RTL Investment Agreement.

4. Class 4A, 4B, and 4C – Other Secured Claims.

1. Impairment and Voting. Classes 4A, 4B, and 4C, which consist of separate subclasses for each Other Secured Claim, are Unimpaired by the Plan. Each holder of an Allowed Other Secured Claim is not entitled to vote to accept or reject the Plan and shall be conclusively deemed to have accepted the Plan.

2. Distribution. Unless the holder of such Claim and the Debtors agree to a less favorable treatment, on the Effective Date, each holder of an Allowed Other Secured Claim shall have its Claim Reinstated.

5. Class 5A – Unsecured Notes Claims.

1. Allowance, Impairment and Voting. Class 5A is Impaired by the Plan. Each holder of an Allowed Unsecured Notes Claim is entitled to vote to accept or reject the Plan. All Unsecured Notes Claims are Allowed Claims.

2. Distribution. On the Effective Date, after giving effect to the RTL Offer, each holder of an Unsecured Notes Claim shall be entitled to receive (i) if Class 5A votes to accept the Plan in accordance with section 1126(c) of the Bankruptcy Code, its Pro Rata share of Cash in the amount of \$16.9 million (the “Unsecured Notes Claims Consideration”) or (ii) if Class 5A does not vote to accept the Plan in accordance with section 1126(c) of the Bankruptcy Code, the holders of Unsecured Notes Claims shall not receive or retain any property under the Plan on account of such Claims.

6. Class 6A, 6B, and 6C – General Unsecured Claims.

1. Impairment and Voting. Classes 6A, 6B, and 6C are Unimpaired by the Plan. Each holder of an Allowed General Unsecured Claim is not entitled to vote to accept or reject the Plan and shall be conclusively deemed to have accepted the Plan.

2. Distribution. Unless the holder of such Claim and the Debtors agree to different treatment, on the Effective Date, each holder of an Allowed General Unsecured Claim shall have its Claim Reinstated; provided, however, that all Allowed General Unsecured Claims arising from the rejection of the Debtors’ Executory Contracts or Unexpired Leases as set forth in Article VI of the Plan shall be paid the full amount of such Allowed Claim in Cash.

7. Class 7A, 7B, and 7C – Intercompany Claims.

1. Impairment and Voting. Classes 7A, 7B, and 7C are Impaired by the Plan. Each holder of an Allowed Intercompany Claim is conclusively deemed to have rejected the Plan and is not entitled to vote to accept or reject the Plan.

2. Distribution. On the Effective Date, all net Allowed Intercompany Claims (taking into account any setoffs of Intercompany Claims) held by the Debtors between and among the Debtors or between one or more Debtors and any Affiliate of one of the Debtors that is not itself a Debtor shall, at the election of the Reorganized Debtors, be either (a) Reinstated, (b) released, waived, and discharged, (c) treated as a dividend, or (d) contributed to capital or exchanged for equity.

8. Class 8A – Subordinated 510(b) Claims.

1. Impairment and Voting. Class 8A is Impaired by the Plan. Each holder of a Subordinated 510(b) Claim is conclusively deemed to have rejected the Plan and is not entitled to vote to accept or reject the Plan. All Subordinated 510(b) Claims are Disputed Claims.

2. Distribution. The holders of Subordinated 510(b) Claims shall not receive or retain any property under the Plan on account of such Subordinated 510(b) Claims and the obligations of the Debtors and Reorganized Debtors on account of Subordinated 510(b) Claims shall be discharged.

9. Class 9A – Existing Common Stock.

1. Impairment and Voting. Class 9A is Impaired by the Plan. Each holder of an Interest in Existing Common Stock is conclusively deemed to have rejected the Plan and is not entitled to vote to accept or reject the Plan.

2. Distribution. On the Effective Date, Existing Common Stock shall be deemed automatically cancelled without further action by the Debtors or Reorganized Debtors and the obligations of the Debtors and Reorganized Debtors thereunder shall be discharged. Holders of Existing Common Stock shall receive no property under the Plan on account of such Interests.

10. **Class 10B and 10C – Intercompany Interests.**

1. Impairment and Voting. Class 10B and 10C are Unimpaired by the Plan. Each holder of an Allowed Intercompany Interest is not entitled to vote to accept or reject the Plan and shall be conclusively deemed to have accepted the Plan.

2. Distribution. Class 10B and 10C Claims shall be Reinstated and rendered Unimpaired in accordance with section 1124 of the Bankruptcy Code.

ARTICLE IV

ACCEPTANCE REQUIREMENTS

A. Acceptance or Rejection of the Plan

1. Voting Classes

Classes 2, 3, and 5 are Impaired under the Plan and are entitled to vote to accept or reject the Plan.

2. Presumed Acceptance of the Plan

Classes 1, 4, 6, and 10 are Unimpaired under the Plan and are, therefore, conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code.

3. Presumed Rejection of the Plan

Classes 7, 8 and 9 are Impaired under the Plan and holders of Class 7 Claims (to the extent released, waived, or discharged pursuant to Article III.C.7 of the Plan), Class 8 Claims, and Class 9 Interests shall not receive or retain any property under the Plan on account of such Claims and Interests and are, therefore, conclusively presumed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code.

B. Confirmation Pursuant to Section 1129(b) of the Bankruptcy Code

The Debtors shall seek Confirmation of the Plan pursuant to section 1129(b) of the Bankruptcy Code with respect to rejecting Classes of Claims and Interests. The Debtors reserve the right to modify the Plan in accordance with Article XI hereof, to the extent, if any, that Confirmation pursuant to section 1129(b) of the Bankruptcy Code requires modification.

ARTICLE V

MEANS FOR IMPLEMENTATION OF THE PLAN

A. Sources of Consideration for Plan Distributions

1. Cash Consideration

All Cash consideration necessary for the Reorganized Debtors to make payments or distributions pursuant hereto shall be obtained from the RTL New Equity Infusion, from RTL to fund distributions, if any, to holders of Unsecured Notes Claims under Article III.C.5 (provided that any Cash provided by RTL for payments to holders of Unsecured Notes Claims but not distributed pursuant to Article VII of the Plan shall be returned to RTL), and other Cash on hand of the Debtors, including Cash derived from business operations. Further, the Debtors and the Reorganized Debtors, as the case may be, will be entitled to transfer funds from Non-Debtor Affiliates as they determine to be necessary or appropriate to enable the Reorganized Debtors to satisfy their obligations under the Plan. Except as set forth herein, any changes in intercompany account balances resulting from such transfers will be accounted for and settled in accordance with the Debtors' historical intercompany account settlement practices and will not violate or otherwise be affected by the terms of the Plan.

2. New Securities

On the Effective Date, Reorganized CEDC shall issue (i) shares of New Common Stock for distribution to RTL on account of the RTL Investment in accordance with the RTL Investment New Common Stock Allocation and (ii) the New Notes in partial exchange for the Existing 2016 Notes. All of the shares of New Common Stock issued pursuant to the Plan shall be duly authorized, validly issued, fully paid and nonassessable. Additionally, the Reorganized CEDC or New CEDC, as the case may be, shall be authorized, without the need for further stockholder action, to issue the shares of New Common Stock necessary to satisfy any conversion of the New Convertible Secured Notes implemented pursuant to the terms of those securities after the Effective Date. Each distribution and issuance referred to in Article VII shall be governed by the terms and conditions set forth in the Plan applicable to such distribution or issuance and by the terms and conditions of the instruments evidencing or relating to such distribution or issuance, which terms and conditions shall bind each Person receiving such distribution or issuance.

B. Cancellation of Securities and Agreements

Except as otherwise specifically provided for in the Plan, on the Effective Date: (1) all indentures, notes, bonds, purchase rights, instruments, guarantees, certificates, warrants, options, puts, agreements (including registration rights agreements), and other documents evidencing the RTL Credit Facility, the Existing 2013 Notes, the RTL Notes, the Existing Common Stock, the RTL Put Right, and any other indebtedness of or Interests in the Debtors (except as provided in Article III.C.10) shall be deemed cancelled, and the obligations of the Debtors thereunder and in any way related thereto shall be fully satisfied, released, and discharged, and (2)(i) all indentures, notes, bonds, purchase rights, instruments, guarantees, certificates, and other documents evidencing the Existing 2016 Notes shall be deemed cancelled, and the obligations of the Debtors thereunder and in any way related thereto shall be fully satisfied, released, and discharged and (ii) the Custodian (as defined in the Existing 2016 Notes Indenture) shall mark the Global Dollar Note (as defined in the Existing 2016 Notes Indenture) and the Global Euro Note (as defined in the Existing 2016 Notes Indenture), as applicable, as cancelled and deliver such cancelled Global Dollar Note and Global Euro Note, as applicable, to Reorganized CEDC FinCo; provided, however, notwithstanding Confirmation or the occurrence of the Effective Date, any such indenture or agreement that governs the rights of the holder of a Claim shall continue in effect solely for purposes of (a) allowing holders of Existing 2016 Notes Claims, RTL Credit Facility Claims, and the Unsecured Notes Claims (as applicable) to receive distributions under the Plan as provided herein, and (b) allowing the Indenture Trustees, if applicable, to make distributions under the Plan as provided herein; *provided further, however*, that the preceding proviso shall not affect the discharge of Claims or Interests pursuant to the Bankruptcy Code, the Confirmation Order or the Plan, or result in any expense or liability to the Reorganized Debtors, except to the extent set forth in or provided for under this Plan; provided further, however, that the

cancellation of indentures, notes, instruments, guarantees, certificates, and other documents hereunder shall not itself alter the obligations or rights among third parties (apart from the Debtors, the Reorganized Debtors, and the Non-Debtor Affiliates). Upon cancellation of the Existing 2016 Notes Indenture and the Existing 2013 Notes Indenture, all duties and responsibilities of the Indenture Trustees under the Existing 2016 Notes Indenture and the Existing 2013 Notes Indenture, as applicable, shall be discharged except to the extent required in order to effectuate the Plan.

C. Section 1145 Exemption

The issuance of the New Common Stock and New Notes distributed to creditors on account of their Claims shall be authorized under section 1145 of the Bankruptcy Code as of the Effective Date without further act or action by any person, unless required by provision of the relevant corporate documents or applicable law, regulation, order or rule, and shall thereby be exempt from the requirements of Section 5 of the Securities Act of 1933, as amended, and any state or local laws requiring registration for the offer and sale of a security; and all documents evidencing the same shall be executed and delivered as provided for in the Plan or the Plan Supplement.

D. Governance Documents and Corporate Existence

On the Effective Date, the Corporate Governance Documents of the Debtors shall be amended in a form as may be required to be consistent with the provisions of the Plan and the Bankruptcy Code (including, without limitation, section 1123(a)(6) of the Bankruptcy Code), shall be included in the Plan Supplement, shall contain certain minority stockholder protections that are effective if and when the New Convertible Secured Notes are converted, including but not limited to registration rights, preemptive rights and, subject to appropriate ownership levels, and shall be otherwise reasonably acceptable to RTL and a majority in principal amount of the Existing 2013 Notes or the Existing 2016 Notes, as applicable, represented by the Steering Committees.

Except as otherwise provided herein, in the Corporate Governance Documents or elsewhere in the Plan Supplement, each Debtor, as Reorganized, shall continue to exist after the Effective Date as a separate corporate entity or limited liability company, as the case may be, with all the powers of a corporation or limited liability company, as the case may be, pursuant to the applicable law in the jurisdiction in which each applicable Debtor is incorporated. After the Effective Date, each Reorganized Debtor may amend and restate its Corporate Governance Documents as permitted by the laws of its respective states, provinces, or countries of formation and its respective charters and bylaws.

E. Reorganized Debtors' Boards of Directors

The identity of the members of the new board of each of the Reorganized Debtors shall be determined by RTL in its sole discretion, and will be identified in the Plan Supplement or in a filing with the Bankruptcy Court at or prior to the Confirmation Hearing.

F. Employee Benefits

Except as otherwise provided herein, on and after the Effective Date, the Reorganized Debtors may:

- (1) honor, in the ordinary course of business, any contracts, agreements, policies, programs and plans for, among other things, compensation (other than equity based compensation related to Interests), health care benefits, disability benefits, deferred compensation benefits, travel benefits, savings, severance benefits, retirement benefits, welfare benefits, workers' compensation insurance and accidental death and dismemberment insurance for the directors, officers and employees of any of the Debtors who served in such capacity at any time and
- (2) honor, in the ordinary course of business, Claims of employees employed as of the Effective Date for accrued vacation time arising before the Petition Date; *provided, however*, that the Debtors' or Reorganized Debtors' performance under any employment agreement will not entitle any person to any benefit or alleged entitlement

under any policy, program or plan that has expired or been terminated before the Effective Date, or restore, reinstate or revive any such benefit or alleged entitlement under any such policy, program or plan. Nothing herein shall limit, diminish or otherwise alter the Reorganized Debtors' defenses, claims, Causes of Action or other rights with respect to any such contracts, agreements, policies, programs and plans.

G. Management Incentive Plan

On or after the Effective Date, the Reorganized Debtors may implement a management incentive plan for management, selected employees and directors of the Reorganized Debtors, providing incentive compensation in the form of, among other things, stock options, stock appreciation rights, restricted stock, restricted stock units phantom stock awards, performance awards and/or other stock-based awards in Reorganized CEDC in an aggregate amount equal to up to 5% of the New Common Stock, on a fully diluted basis (the "*Management Incentive Plan*"). Reorganized CEDC shall be authorized to adopt the Management Incentive Plan without the need for any further stockholder action. The specific form of and terms applicable to awards granted under the Management Incentive Plan shall be determined by the new board of Reorganized CEDC; provided that the aggregate price paid for all repurchased, redeemed, acquired or retired New Common Stock issued pursuant to the Management Incentive Plan may not exceed \$3.0 million in each twelve-month period from the date of issuance of the New Notes (with any unused amounts in any preceding twelve-month period being carried over to the succeeding twelve-month period).

H. Vesting of Assets in the Reorganized Debtors

Except as otherwise provided in the Plan or any agreement, instrument or other document incorporated therein, on the Effective Date, all property in each Estate and all Causes of Action (except those released pursuant to the Releases by the Debtors) shall vest in each respective Reorganized Debtor, free and clear of all Liens, Claims, charges or other encumbrances. On and after the Effective Date, except as otherwise provided in the Plan, the Reorganized Debtors may operate its business and may use, acquire or dispose of property and compromise or settle any Claims, Interests or Causes of Action without supervision or approval by the Bankruptcy Court and free of any restrictions of the Bankruptcy Code or Bankruptcy Rules.

I. Restructuring Transactions

On the Effective Date or as soon as reasonably practicable thereafter, the Reorganized Debtors may take all actions as may be necessary or appropriate to effect any transaction described in, approved by, contemplated by or necessary to effectuate the Plan, including: (1) the execution and delivery of appropriate agreements or other documents of merger, consolidation, restructuring, conversion, disposition, transfer, dissolution or liquidation containing terms that are consistent with the terms of the Plan and that satisfy the applicable requirements of applicable law and any other terms to which the applicable Persons may agree; (2) the execution and delivery of appropriate instruments of transfer, assignment, assumption or delegation of any asset, property, right, liability, debt or obligation on terms consistent with the terms of the Plan and having other terms for which the applicable Persons agree; (3) the filing of appropriate certificates or articles of incorporation or amendments thereof, reincorporation, merger, consolidation, conversion or dissolution pursuant to applicable state law; and (4) all other actions that the applicable Persons determine to be necessary or appropriate, including making filings or recordings that may be required by applicable law. On the Effective Date, pursuant to section 1123(a)(5)(B) of the Bankruptcy Code, at the direction of the Debtors, RTL, and a majority in principal amount of the Existing 2016 Notes represented by the Existing 2016 Notes Steering Committee, CEDC shall transfer (by way of merger, consolidation, share exchange, sale of assets, or otherwise) to a newly-formed Delaware corporation ("New CEDC") all or substantially all of its assets and all Claims and Interests that are Reinstated and/or Unimpaired, and in consideration of such transfer, New CEDC shall make the distributions as specified in Article III.C of the Plan.

J. Covenant Amendments and Supplemental Indenture

On and after the Confirmation Date, the following actions shall be deemed authorized and approved in all respects, without the need for further approval or agreement under the Existing 2016 Notes Indenture, by the

directors or officers of the Debtors or the Reorganized Debtors, the Existing 2016 Notes Indenture Trustee, any security agent under the Existing 2016 Notes Indenture, or otherwise and pursuant to entry of the Confirmation Order: (i) the Supplemental Indenture shall be and shall be deemed to be executed and effective in all regards and in accordance with its terms; (ii) CEDC FinCo shall deliver notice to the Existing 2016 Notes Indenture Trustee that it designates all Non-Debtor Affiliates as Unrestricted Subsidiaries (as defined in the Existing 2016 Notes Indenture) under the Existing 2016 Notes Indenture; and (iii) upon designation of such Non-Debtor Affiliates as Unrestricted Subsidiaries, the guarantees by such Unrestricted Subsidiaries of the Existing 2016 Notes shall be automatically released pursuant to section 10.4(3) of the Existing 2016 Notes Indenture and all liens on assets of such Non-Debtor Affiliates designated as Unrestricted Subsidiaries that secure the Existing 2016 Notes shall be automatically released pursuant to section 11.9(2) of the Existing 2016 Notes Indenture.

K. Corporate Action

Upon the Effective Date, all actions contemplated by the Plan shall be deemed authorized and approved in all respects, including (1) selection of the directors and officers of the Reorganized Debtors; (2) the distribution of the New Common Stock as provided herein; and (3) all other actions contemplated by the Plan (whether to occur before, on or after the Effective Date). All matters provided for in the Plan involving the corporate structure of the Debtors or the Reorganized Debtors, and any corporate action required by the Debtors or the Reorganized Debtors in connection with the Plan shall be deemed to have occurred and shall be in effect, without any requirement of further action by the directors or officers of the Debtors or the Reorganized Debtors.

On or (as applicable) before the Effective Date, the appropriate officers of the Debtors or the Reorganized Debtors, as applicable, shall be authorized and directed to issue, execute and deliver the agreements, documents, securities, certificates of incorporation, operating agreements and instruments contemplated by the Plan (or necessary or desirable to effect the transactions contemplated by the Plan) in the name of and on behalf of the Reorganized Debtors. The authorizations and approvals contemplated by this Article V shall be effective notwithstanding any requirements under non-bankruptcy law.

L. Effectuating Documents; Further Transactions

On and after the Effective Date, the Reorganized Debtors and the officers and members of the board of directors thereof are authorized to issue, execute, deliver, file or record such contracts, securities, instruments, releases and other agreements or documents and take such actions as may be necessary or appropriate to effectuate, implement and further evidence the terms and conditions of the Plan and the securities issued pursuant to the Plan in the name of and on behalf of the Reorganized Debtors, without the need for any approvals, authorization or consents except for those expressly required pursuant to the Plan.

M. Section 1146 Exemption from Certain Taxes and Fees

Pursuant to section 1146(a) of the Bankruptcy Code, any transfers of property in contemplation of, in connection with, or pursuant to the Plan shall not be subject to any stamp tax or other similar tax or governmental assessment in the United States, and the Confirmation Order shall direct and be deemed to direct the appropriate state or local governmental officials or agents to forgo the collection of any such tax or governmental assessment and to accept for filing and recordation instruments or other documents pursuant to such transfers of property without the payment of any such tax or governmental assessment. Such exemption specifically applies, without limitation, to (1) the creation of any mortgage, deed of trust, lien or other security interest; (2) the making or assignment of any lease or sublease; (3) any restructuring transaction authorized by Article V hereof; or (4) the making or delivery of any deed or other instrument of transfer under, in furtherance of or in connection with the Plan, including: (a) any merger agreements; (b) agreements of consolidation, restructuring, disposition, liquidation or dissolution; (c) deeds; or (d) assignments executed in connection with any transaction occurring under the Plan.

N. D&O Liability Insurance Policies and Indemnification Provisions

Notwithstanding anything herein to the contrary, as of the Effective Date, the D&O Liability Insurance Policies and Indemnification Provisions belonging or owed to directors, officers, and employees of the Debtors (or the Estates) who served or were employed at any time by the Debtors shall be deemed to be, and shall be treated as though they are, executory contracts and the Debtors shall assume (and assign to the Reorganized Debtors if necessary to continue the D&O Liability Insurance Policies in full force) all of the D&O Liability Insurance Policies and Indemnification Provisions pursuant to section 365(a) of the Bankruptcy Code. Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval of the Debtors' foregoing assumption of each of the D&O Liability Insurance Policies and Indemnification Provisions. On or before the Effective Date, the Reorganized Debtors shall obtain reasonably sufficient tail coverage (i.e., D&O insurance coverage that extends beyond the end of the policy period) under a directors and officers' liability insurance policy for the current and former directors, officers and managers for a period of six (6) years.

O. Preservation of Causes of Action

In accordance with section 1123(b) of the Bankruptcy Code, and except where such Causes of Action have been expressly released (including, for the avoidance of doubt, pursuant to the Releases by the Debtors provided by Article IX.B hereof), the Reorganized Debtors shall retain and may enforce all rights to commence and pursue, as appropriate, any and all Causes of Action, whether arising before or after the Petition Date, and the Reorganized Debtors' rights to commence, prosecute or settle such Causes of Action shall be preserved notwithstanding the occurrence of the Effective Date. The Reorganized Debtors may pursue such Causes of Action, as appropriate, in accordance with the best interests of the Reorganized Debtors. No Person may rely on the absence of a specific reference in the Plan or the Disclosure Statement to any Cause of Action against them as any indication that the Debtors or Reorganized Debtors, as applicable, will not pursue any and all available Causes of Action against them. Except with respect to Causes of Action as to which the Debtors or Reorganized Debtors have released any Person or Person on or before the Effective Date (including pursuant to the Releases by the Debtors or otherwise), the Debtors or Reorganized Debtors, as applicable, expressly reserve all rights to prosecute any and all Causes of Action against any Person, except as otherwise expressly provided in the Plan. Unless any Causes of Action against a Person are expressly waived, relinquished, exculpated, released, compromised or settled in the Plan or a Bankruptcy Court order, the Reorganized Debtors expressly reserve all Causes of Action, for later adjudication, and, therefore, no preclusion doctrine, including the doctrines of res judicata, collateral estoppel, issue preclusion, claim preclusion, estoppel (judicial, equitable or otherwise) or laches, shall apply to such Causes of Action upon, after or as a consequence of the Confirmation or Consummation.

P. Single Satisfaction of Claims

Holders of Allowed Claims may assert such Claims against each Debtor obligated with respect to such Claim, and such Claims shall be entitled to share in the recovery provided for the applicable Class of Claims against each obligated Debtor based upon the full Allowed amount of the Claim. Notwithstanding the foregoing, in no case shall the aggregate value of all property received or retained under the Plan on account of Allowed Claims exceed 100% of the underlying Allowed Claim.

Q. Dutch Auction Procedure

The Debtors shall use a pure reverse Dutch auction procedure to determine which Existing 2016 Notes will be accepted for exchange in the Cash Option. The Ballots will, among other options, provide the holders of Existing 2016 Notes with the option to elect to participate in the Cash Option. The auction will stay open through the Auction Closing Date, and Ballots indicating any such election are due by the Voting Deadline as provided herein.

The Debtors will accept for purchase the Existing 2016 Notes that elect to participate in the Cash Option in the order of the lowest to the highest Bid Prices (as determined based upon each Bid Price's percentage of the respective Existing 2016 Note's principal amount) until reaching the Clearing Price. In addition, holders of Existing 2016 Notes that elect to participate in the Cash Option will be subject to proration. The Debtors will first accept for exchange all Existing 2016 Notes with a Bid Price less than the Clearing Price, and thereafter, Existing 2016 Notes with a Bid Price equal to the Clearing Price on a Pro Rata basis. In all cases, appropriate adjustments will be made to avoid purchases of Existing 2016 Notes in principal amounts other than integral multiples of \$1,000 or €1,000, as applicable. All Existing 2016 Notes not accepted in the Cash Option as a result of proration will not participate in the Cash Option and will be deemed to have elected to participate in the New Notes Option. In addition, any Existing 2016 Notes for which the respective holders did not elect to participate in the Cash Option will be deemed to have elected the New Notes Option.

To receive payment of Cash pursuant to the Cash Option, the holder of record on the Distribution Date must have been the holder of record as of the Voting Record Date. Furthermore, the ability to participate in the Cash Option is subject to the applicable custodian or nominee complying with any requests of the applicable clearing houses, including, without limitation, confirmation of record holders or surrender of notes by any deadline. Any failure on a holder's ability to present Existing 2016 Notes for the Cash Option will result in such holder receiving the New Notes Option. **Therefore, to receive the Cash Option, the holder as of the Voting Record Date cannot trade its Existing 2016 Notes prior to the Distribution Date.** Subject to the foregoing, if holders of Allowed Existing 2016 Notes Claims elect to participate in the Cash Option by indicating as such on their Ballot and submitting such Ballot by the Voting Deadline as provided herein, each such holder shall receive, subject to the foregoing, its portion of the Cash Option Consideration equal to (a) such holder's 8.875% Bid Price multiplied by the total principal amount of such holder's Existing 8.875% 2016 Notes accepted for exchange in the Cash Option, divided by €1,000 and converted using the Exchange Rate, plus (b) such holder's 9.125% Bid Price multiplied by the total amount of such holder's Existing 9.125% 2016 Notes accepted for exchange in the Cash Option and divided by \$1,000, plus (c) the full amount of the aggregate unpaid interest that has accrued on such holder's accepted Existing 2016 Notes in accordance with the terms of the Existing 2016 Notes Indenture from December 2, 2012 to March 15, 2013 and converted using the Exchange Rate for interest accrued on Existing 8.875% 2016 Notes.

ARTICLE VI

TREATMENT OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES

A. *Assumption and Rejection of Executory Contracts and Unexpired Leases*

Except as otherwise provided herein, or in any contract, instrument, release, indenture or other agreement or document entered into in connection with the Plan, each of the Debtors' Executory Contracts and Unexpired Leases shall be deemed assumed as of the Effective Date, unless such Executory Contract or Unexpired Lease: (1) was assumed or rejected previously by the Debtors; (2) expired or terminated pursuant to its own terms before the Effective Date; (3) is the subject of a motion to reject filed on or before the Effective Date; or (4) is identified as an Executory Contract or Unexpired Lease to be rejected pursuant to the Plan Supplement before the Effective Date.

Entry of the Confirmation Order shall constitute a Bankruptcy Court order approving the assumptions or rejections of such Executory Contracts or Unexpired Leases as set forth in the Plan, all pursuant to sections 365(a) and 1123 of the Bankruptcy Code. Unless otherwise indicated, all assumptions or rejections of Executory Contracts and Unexpired Leases pursuant to the Plan are effective as of the Effective Date. Each Executory Contract or Unexpired Lease assumed pursuant to the Plan or by Bankruptcy Court order but not assigned to a third party before the Effective Date shall revert in and be fully enforceable by the applicable contracting Reorganized Debtor in accordance with its terms, except as such terms may have been modified by such order. Notwithstanding anything to the contrary in the Plan, the Debtors or the Reorganized Debtors, as applicable, reserve the right to alter, amend, modify or supplement the list of Executory Contracts and Unexpired Leases identified in the Plan Supplement at any time before the Effective Date. After the Effective Date, the Reorganized Debtors shall have the right to terminate, amend or modify any intercompany contracts, leases or other agreements without approval of the Bankruptcy Court.

B. Claims Based on Rejection of Executory Contracts or Unexpired Leases

All Proofs of Claim with respect to Claims arising from the rejection of Executory Contracts or Unexpired Leases, if any, must be filed with the Bankruptcy Court within 30 days after the date of entry of an order of the Bankruptcy Court (including the Confirmation Order) approving such rejection. Any Claims arising from the rejection of an Executory Contract or Unexpired Lease not filed with the Bankruptcy Court within such time will be automatically disallowed, forever barred from assertion and shall not be enforceable against the Debtors or the Reorganized Debtors, the Estates or their property without the need for any objection by the Reorganized Debtors or further notice to, or action, order or approval of the Bankruptcy Court. All Allowed Claims arising from the rejection of the Debtors' Executory Contracts or Unexpired Leases shall be classified as Class 6 General Unsecured Claims against the applicable Debtor and shall be treated in accordance with Article III of the Plan.

C. Cure of Defaults for Assumed Executory Contracts and Unexpired Leases

Any monetary amounts by which any Executory Contract or Unexpired Lease to be assumed under the Plan is in default shall be satisfied, under section 365(b)(1) of the Bankruptcy Code, by Cure. If there is a dispute regarding (i) the nature or amount of any Cure, (ii) the ability of the Reorganized Debtors to provide "adequate assurance of future performance" (within the meaning of section 365 of the Bankruptcy Code) under the Executory Contract or Unexpired Lease to be assumed or (iii) any other matter pertaining to assumption, Cure shall occur following the entry of a Final Order of the Bankruptcy Court resolving the dispute and approving the assumption.

Assumption of any Executory Contract or Unexpired Lease pursuant to the Plan or otherwise shall result in the full release and satisfaction of any Claims or defaults, whether monetary or nonmonetary, including defaults of provisions restricting the change in control or ownership interest composition or other bankruptcy related defaults, arising under any assumed Executory Contract or Unexpired Lease at any time before the effective date of the assumption.

D. Insurance Policies

Notwithstanding anything herein to the contrary, as of the Effective Date, the Debtors shall assume (and assign to the Reorganized Debtors if necessary to continue the Insurance Policies in full force) all of the Insurance Policies pursuant to section 365(a) of the Bankruptcy Code. Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval of the Debtors' foregoing assumption of each of the Insurance Policies.

E. Reservation of Rights.

Neither the exclusion nor inclusion of any Executory Contract or Unexpired Lease on the Rejected Executory Contract and Unexpired Lease List, nor anything contained in the Plan, shall constitute an admission by the Debtors that any such contract or lease is in fact an Executory Contract or Unexpired Lease or that any Reorganized Debtor has any liability thereunder. If there is a dispute regarding whether a contract or lease is or was executory or unexpired at the time of assumption or rejection, the Debtors or Reorganized Debtors, as applicable, shall have 45 days following entry of a Final Order resolving such dispute to alter their treatment of such contract or lease.

F. Contracts and Leases Entered Into After the Petition Date.

Contracts and leases entered into after the Petition Date by any Debtor, including any Executory Contracts and Unexpired Leases assumed by such Debtor, will be performed by the Debtor or Reorganized Debtor in the ordinary course of its business. Accordingly, such contracts and leases (including any assumed Executory Contracts and Unexpired Leases) will survive and remain unaffected by entry of the Confirmation Order.

ARTICLE VII

PROVISIONS GOVERNING DISTRIBUTIONS

A. Record Date for Distributions

As of the entry of the Confirmation Order, the various transfer registers for each of the Classes of Claims or Interests as maintained by the Debtors or their respective agents shall be deemed closed, and there shall be no further changes made to reflect any new record holders of any Claims or Interests. The Debtors shall have no obligation to recognize any transfer of Claims or Interests occurring on or after the Distribution Record Date.

B. Timing and Calculation of Amounts to Be Distributed

Except as otherwise provided in the Plan, on the Effective Date or as soon as reasonably practicable thereafter (or if a Claim is not an Allowed Claim on the Effective Date, on the date that such a Claim becomes an Allowed Claim, on the next Distribution Date or as soon as reasonably practicable thereafter), each holder of an Allowed Claim against the Debtors shall receive the full amount of the distributions that the Plan provides for Allowed Claims in the applicable Class and in the manner provided herein. In the event that any payment or act under the Plan is required to be made or performed on a date that is not a Business Day, then the making of such payment or the performance of such act may be completed on the next succeeding Business Day, but shall be deemed to have been completed as of the required date. If and to the extent that there are Disputed Claims, distributions on account of any such Disputed Claims shall be made pursuant to the provisions set forth in Article VIII hereof. Except as otherwise provided herein, holders of Claims shall not be entitled to interest, dividends or accruals on the distributions provided for herein, regardless of whether such distributions are delivered on or at any time after the Effective Date.

C. Disbursing Agent

Except as otherwise provided herein, all distributions under the Plan shall be made by the Reorganized Debtors as Disbursing Agent or such other Person designated by the Reorganized Debtors as a Disbursing Agent on the Effective Date.

D. Rights and Powers of Disbursing Agent

1. Powers of the Disbursing Agent

The Disbursing Agent shall be empowered to: (a) affect all actions and execute all agreements, instruments and other documents necessary to perform its duties under the Plan; (b) make all distributions contemplated hereby; (c) employ professionals to represent it with respect to its responsibilities; and (d) exercise such other powers as may be vested in the Disbursing Agent by order of the Bankruptcy Court, pursuant to the Plan, or as deemed by the Disbursing Agent to be necessary and proper to implement the provisions hereof.

2. Expenses Incurred On or After the Effective Date

Except as otherwise ordered by the Bankruptcy Court, the amount of any reasonable fees and expenses incurred by the Disbursing Agent on or after the Effective Date (including taxes) and any reasonable compensation and expense reimbursement claims (including reasonable attorney fees and expenses) made by the Disbursing Agent shall be paid in Cash by the Reorganized Debtors in their reasonable discretion.

E. Distributions on Account of Claims Allowed After the Effective Date

1. Payments and Distributions on Disputed Claims

Distributions made after the Effective Date to holders of Disputed Claims that are not Allowed Claims as of the Effective Date but which later become Allowed Claims shall be deemed to have been made on the Effective Date.

2. Special Rules for Distributions to Holders of Disputed Claims

Notwithstanding any provision otherwise in the Plan and except as may be agreed to by the Debtors or the Reorganized Debtors, on the one hand, and the holder of a Disputed Claim, on the other hand, no partial payments and no partial distributions shall be made with respect to any Disputed Claim until all Disputed Claims held by the holder of such Disputed Claim have become Allowed Claims or have otherwise been resolved by settlement or Final Order.

F. Delivery of Distributions and Undeliverable or Unclaimed Distributions

1. Delivery of Distributions in General

Except as otherwise provided in the Plan, distributions to holders of Allowed Claims shall be made to holders of record as of the Distribution Record Date by the Disbursing Agent: (a) to the signatory set forth on any of the Proof of Claim filed by such holder or other representative identified therein (or at the last known addresses of such holder if no Proof of Claim is filed or if the Debtors have been notified in writing of a change of address); (b) at the addresses set forth in any written notices of address changes delivered to the Disbursing Agent after the date of any related Proof of Claim; (c) at the addresses reflected in the Schedules if no Proof of Claim has been filed and the Disbursing Agent has not received a written notice of a change of address; (d) on any counsel that has appeared in the Chapter 11 Cases on the holder's behalf or (e) at the addresses reflected in the Debtors' books and records. Distributions under the Plan on account of Allowed Claims shall not be subject to levy, garnishment, attachment or like legal process, so that each holder of an Allowed Claim shall have and receive the benefit of the distributions in the manner set forth in the Plan. None of the Debtors, the Reorganized Debtors and the applicable Disbursing Agent shall incur any liability whatsoever on account of any distributions under the Plan except for willful misconduct or fraud.

Except as otherwise provided in the Plan, (i) all distributions to holders of Existing 2016 Notes shall be governed by the Existing 2016 Notes Indenture, and shall be deemed completed when made to the Existing 2016 Notes Indenture Trustee, who shall in turn make distributions in accordance with the Existing 2016 Notes Indenture and (ii) all distributions to holders of Existing 2013 Notes shall be governed by the Existing 2013 Notes Indenture, and shall be deemed completed when made to the Existing 2013 Notes Indenture Trustee, who shall in turn make distributions in accordance with the Existing 2013 Notes Indenture.

2. Undeliverable Distributions and Unclaimed Property

In the event that any distribution to any holder is returned as undeliverable, no distribution to such holder shall be made unless and until the Disbursing Agent has determined the then current address of such holder, at which time such distribution shall be made as soon as practicable after such distribution has become deliverable or has been claimed to such holder without interest; *provided, however*, that such distributions shall be deemed unclaimed property under section 347(b) of the Bankruptcy Code and forfeited at the expiration of six months from the applicable Distribution Date. After such date, all "unclaimed property" or interests in property shall revert to the Reorganized Debtors (notwithstanding any applicable federal or state escheat, abandoned or unclaimed property laws to the contrary), and the Claim of any holder to such property shall be discharged and forever barred.

G. Withholding and Reporting Requirements

In connection with the Plan and all instruments issued in connection therewith, the Disbursing Agent shall comply with all applicable withholding and reporting requirements imposed by any federal, state or local taxing authority, and all distributions under the Plan shall be subject to any such withholding or reporting requirements.

H. Setoffs

Except as set forth herein, the Debtors and the Reorganized Debtors may withhold (but not set off except as set forth below) from the distributions called for under the Plan on account of any Allowed Claim an amount

equal to any claims, equity interests, rights and Causes of Action of any nature that the Debtors or the Reorganized Debtors may hold against the holder of any such Allowed Claim. In the event that any such claims, equity interests, rights and Causes of Action of any nature that the Debtors or the Reorganized Debtors may hold against the holder of any such Allowed Claim are adjudicated by Final Order or otherwise resolved, the Debtors may, pursuant to section 558 of the Bankruptcy Code or applicable non-bankruptcy law, set off against any Allowed Claim and the distributions to be made pursuant hereto on account of such Allowed Claim (before any distribution is made on account of such Allowed Claim) the amount of any adjudicated or resolved claims, equity interests, rights and Causes of Action of any nature that the Debtors or the Reorganized Debtors may hold against the holder of any such Allowed Claim, but only to the extent of such adjudicated or resolved amount. Neither the failure to effect such a setoff nor the allowance of any Claim under the Plan shall constitute a waiver or release by the Debtors or the Reorganized Debtors of any such claims, equity interests, rights and Causes of Action that the Debtors or the Reorganized Debtors may possess against any such holder, except as specifically provided herein.

I. Claims Paid or Payable by Third Parties

1. Claims Paid by Third Parties

The Debtors or the Reorganized Debtors, as applicable, shall reduce in part or in full a Claim to the extent that the holder of such Claim receives payment in part or in full on account of such Claim from a party other than the Debtors or Reorganized Debtors. To the extent a holder of a Claim receives a distribution on account of such Claim from a party other than the Debtors or Reorganized Debtors, such holder shall, within two weeks of receipt thereof, repay or return the distribution to the applicable Reorganized Debtor, to the extent the holder's total recovery on account of such Claim from the third party and under the Plan exceeds the amount of such Claim as of the date of any such distribution under the Plan.

2. Insurance Claims

No distributions under the Plan shall be made on account of Allowed Claims until the holder of such Allowed Claim has exhausted all remedies with respect to the Debtors' Insurance Policies. To the extent that one or more of the Debtors' insurers agrees to satisfy in full a Claim (if and to the extent adjudicated by a court of competent jurisdiction), then immediately upon such insurers' agreement, such Claim may be expunged without a Claims objection having to be filed and without any further notice to or action, order or approval of the Bankruptcy Court.

3. Applicability of Insurance Policies

Except as otherwise provided in the Plan, distributions to holders of Allowed Claims shall be made in accordance with the provisions of any applicable Insurance Policy. Nothing contained in the Plan shall constitute or be deemed a waiver of any Cause of Action that the Debtors or any Person may hold against any other Person, including insurers under any policies of insurance, nor shall anything contained herein constitute or be deemed a waiver by such insurers of any defenses, including coverage defenses, held by such insurers.

J. Allocation of Distributions Between Principal and Unpaid Interest

To the extent that any Claim entitled to a distribution under the Plan is comprised of indebtedness and accrued but unpaid interest thereon, such distribution shall, for U.S. federal income tax purposes, be allocated on the Debtors' books and records to the principal amount of the Claim first and then, to the extent the consideration exceeds the principal amount of the Claim, to the accrued but unpaid interest.

ARTICLE VIII

PROCEDURES FOR RESOLVING CONTINGENT, UNLIQUIDATED AND DISPUTED CLAIMS

A. Prosecution of Objections to Claims

The Debtors (before the Effective Date) or the Reorganized Debtors (on or after the Effective Date), as applicable, shall have the exclusive authority to file, settle, compromise, withdraw or litigate to judgment any objections to Claims as permitted under the Plan. From and after the Effective Date, the Reorganized Debtors may settle or compromise any Disputed Claim without approval of the Bankruptcy Court. The Debtors reserve all rights to resolve any Disputed Claim outside the Bankruptcy Court under applicable governing law.

B. Allowance of Claims

Except as expressly provided herein or in any order entered in the Chapter 11 Cases before the Effective Date (including the Confirmation Order), the Reorganized Debtors after the Effective Date will have and retain any and all rights and defenses held by the Debtors with respect to any Claim as of the Petition Date. All claims of any Person against any Debtor shall be disallowed unless and until such Person pays, in full, the amount it owes each such Debtor.

C. Distributions After Allowance

On the Distribution Date following the date that the order or judgment of the Bankruptcy Court allowing any Disputed Claim becomes a Final Order, the Disbursing Agent shall provide to the holder of such Claim the distribution (if any) to which such holder is entitled under the Plan as of the Effective Date, without any interest to be paid on account of such Claim.

D. Estimation of Claims

The Debtors (before the Effective Date) or Reorganized Debtors (on or after the Effective Date) may, at any time, and from time to time, request that the Bankruptcy Court estimate any Disputed Claim pursuant to section 502(c) of the Bankruptcy Code regardless of whether an objection was previously filed with the Bankruptcy Court with respect to such Claim, or whether the Bankruptcy Court has ruled on any such objection, and the Bankruptcy Court will retain jurisdiction to estimate any Claim at any time during litigation concerning any objection to any Claim, including during the pendency of any appeal relating to any such objection. In the event that the Bankruptcy Court estimates any Disputed Claim, that estimated amount will constitute either the Allowed amount of such Claim or a maximum limitation on such Claim against any party or Person, as determined by the Bankruptcy Court. If the estimated amount constitutes a maximum limitation on such Claim, the Debtors (before the Effective Date) or the Reorganized Debtors (after the Effective Date), may elect to pursue any supplemental proceedings to object to any ultimate distribution on such Claim. All of the objection, estimation, settlement and resolution procedures set forth in the Plan are cumulative and not necessarily exclusive of one another. Claims may be estimated and subsequently compromised, objected to, settled, withdrawn or resolved by any mechanism approved by the Bankruptcy Court.

E. Deadline to File Objections to Claims

Any objections to Claims, if any, shall be filed no later than the Claims Objection Bar Date; provided, however, that the Debtors' failure to file an objection by the Claims Objection Bar Date shall not cause any Claim to be deemed an Allowed Claim nor shall it prejudice the Debtors' right ability to resolve any Disputed Claim outside the Bankruptcy Court under applicable governing law.

ARTICLE IX

SETTLEMENT, RELEASE, INJUNCTION AND RELATED PROVISIONS

A. Compromise and Settlement of Claims, Interests and Controversies

Pursuant to section 363 of the Bankruptcy Code and Bankruptcy Rule 9019 and in consideration for the distributions and other benefits provided pursuant to the Plan, the provisions of the Plan shall constitute a good faith compromise of all Claims, Interests and controversies relating to the contractual, legal and subordination rights that a holder of a Claim or Interest may have with respect to any Allowed Claim or Interest, or any distribution to be made on account of such Allowed Claim or Interest. The entry of the Confirmation Order shall constitute the Bankruptcy Court's approval of the compromise or settlement of all such Claims, Interests and controversies, as well as a finding by the Bankruptcy Court that such compromise or settlement is in the best interests of the Debtors, their Estates and holders of Claims and Interests and is fair, equitable and reasonable. In accordance with the provisions of the Plan, pursuant to section 363 of the Bankruptcy Code and Bankruptcy Rule 9019(a), without any further notice to or action, order or approval of the Bankruptcy Court, after the Effective Date, the Reorganized Debtors may compromise and settle Claims against them and Causes of Action against other Persons.

B. Releases by the Debtors

Pursuant to section 1123(b) of the Bankruptcy Code and to the extent allowed by applicable law, and except as otherwise specifically provided in the Plan or the Plan Supplement, for good and valuable consideration, including the service of the Released Parties to facilitate the expeditious reorganization of the Debtors and the implementation of the restructuring contemplated by the Plan, on and after the Effective Date, the Released Parties are deemed released and discharged by the Debtors, the Reorganized Debtors, the Estates, and Non-Debtor Affiliates from any and all claims, obligations, rights, suits, damages, Causes of Action, remedies and liabilities whatsoever, including any derivative claims, asserted or assertable on behalf of the Debtors, the Reorganized Debtors, their Estates and Non-Debtor Affiliates, whether known or unknown, foreseen or unforeseen, existing or hereinafter arising, in law, equity or otherwise, that the Debtors, the Reorganized Debtors, the Estates, or the Non-Debtor Affiliates would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the holder of any Claim or Interest or other Person, based on or relating to, or in any manner arising from, in whole or in part, the Debtors, the Chapter 11 Cases, the purchase, sale or rescission of the purchase or sale of any security of the Debtors or the Reorganized Debtors, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the business or contractual arrangements between any Debtor, Reorganized Debtor, Estate or Non-Debtor Affiliate and any Released Party, the restructuring of Claims and Interests before or during the Chapter 11 Cases, the negotiation, formulation or preparation of the Plan, the Disclosure Statement, the Plan Supplement, RTL Investment Agreement or related agreements, instruments or other documents, or upon any other act or omission, transaction, agreement, event or other occurrence taking place on or before the Effective Date; provided, however, that nothing in this Article IX.B shall be construed to release any party or entity from intentional fraud, willful misconduct, or criminal conduct, as determined by a Final Order.

C. Releases by Holders of Claims

Except as otherwise provided in the Plan, as of the Effective Date, each holder of a Claim who affirmatively votes to accept this Plan and does not elect to opt out of the releases contained in this Section IX.C by making such election on its timely submitted ballot shall be deemed to have conclusively, absolutely, unconditionally, irrevocably and forever, released and discharged the Debtors, the Reorganized Debtors, their Estates, Non-Debtor Affiliates and the Released Parties from any and all Claims, Interests, obligations, rights, suits, damages, Causes of Action, remedies and liabilities whatsoever, including any derivative Claims, assertable on behalf of a Debtor, whether known or unknown, foreseen or unforeseen, existing or hereafter arising, in law, equity or otherwise, that such Person would have been legally entitled to assert (whether

individually or collectively), based on or relating to, or in any manner arising from, in whole or in part, the Debtors, the Debtors' restructuring, the Debtors' Chapter 11 Cases, the purchase, sale or rescission of the purchase or sale of any security of the Debtors or the Reorganized Debtors, including (without limitation) any tender rights provided under any applicable law, rule, or regulation, the subject matter of, or the transactions or events giving rise to, any Claim that is treated in the Plan, the business or contractual arrangements between the Debtors and any Released Party, the restructuring of Claims and Interests before or during the Chapter 11 Cases, the negotiation, formulation or preparation of the Plan, the Disclosure Statement, the RTL Investment Agreement, the Plan Supplement or related agreements, instruments or other documents, upon any other act or omission, transaction, agreement, event or other occurrence taking place on or before the Confirmation Date; provided, however, that nothing in this Article IX.B shall be construed to release any party or entity from intentional fraud, willful misconduct or criminal conduct, as determined by a Final Order; *provided further, however* that this Article IX.C shall not release the Debtors, the Reorganized Debtors, their Estates, Non-Debtor Affiliates and the Released Parties from any Cause of Action held by a governmental entity existing as of the Effective Date based on (i) the Internal Revenue Code or other domestic state, city, or municipal tax code, (ii) the environmental laws of the United States or any domestic state, city, or municipality, (iii) any criminal laws of the United States or any domestic state, city, or municipality, (iv) the Securities and Exchange Act of 1934 (as now in effect or hereafter amended), the Securities Act of 1933 (as now in effect or hereafter amended), or other securities laws of the United States or any domestic state, city or municipality, (v) the Employee Retirement Income Security Act of 1974, as amended, or (vi) the laws and regulations of the Bureau of Customs and Border Protection of the United States Department of Homeland Security. Notwithstanding anything to the contrary in the Existing 2016 Notes Indenture, the Existing 2016 Notes, or the instruments, guarantees, certificates, and other documents related thereto, votes by holders of Existing 2016 Notes Claims to accept this Plan and not opt out of the releases contained in this Article IX.C shall constitute agreement by such holders to have conclusively, absolutely, unconditionally, irrevocably and forever, released and discharged the Non-Debtor Affiliates from any and all Claims, Interests, obligations, rights, suits, damages, Causes of Action, remedies and liabilities whatsoever, whether known or unknown, direct or indirect, foreseen or unforeseen, existing or hereafter arising, that relate to guarantees of the Existing 2016 Notes, and any collateral of Non-Debtor Affiliates securing the Existing 2016 Notes except as otherwise set forth in the Plan.

D. Exculpation

Except as otherwise specifically provided in the Plan or Plan Supplement, no Exculpated Party shall have or incur, and each Exculpated Party is hereby released and exculpated from, any Exculpated Claim, obligation, cause of action or liability for any Exculpated Claim, except for intentional fraud or willful misconduct (to the extent such duty is imposed by applicable non-bankruptcy law), but in all respects such Persons shall be entitled to reasonably rely upon the advice of counsel with respect to their duties and responsibilities pursuant to the Plan. The Debtors and the Reorganized Debtors (and each of their respective Affiliates, agents, directors, officers, employees, advisors and attorneys) have, and upon Confirmation of the Plan shall be deemed to have, participated in good faith and in compliance with the applicable provisions of the Bankruptcy Code with regard to the solicitation and distribution of the Plan securities pursuant to the Plan, and, therefore, are not, and on account of such distributions shall not be, liable at any time for the violation of any applicable law, rule or regulation governing the solicitation of acceptances or rejections of the Plan or such distributions made pursuant to the Plan.

E. Discharge of Claims and Termination of Interests

Pursuant to section 1141(d) of the Bankruptcy Code, and except as otherwise specifically provided in the Plan, the distributions, rights and treatment that are provided in the Plan shall be in full and final satisfaction, settlement, release and discharge, effective as of the Effective Date, of all Claims, Interests and Causes of Action of any nature whatsoever, including any interest accrued on Claims or Interests from and after the Petition Date, whether known or unknown, against, liabilities of, Liens on, obligations of, rights against and Interests in, the

Debtors or any of their assets or properties, regardless of whether any property shall have been distributed or retained pursuant to the Plan on account of such Claims and Interests, including demands, liabilities and Causes of Action that arose before the Effective Date, any contingent or non-contingent liability on account of representations or warranties issued on or before the Effective Date, and all debts of the kind specified in sections 502(g), 502(h) or 502(i) of the Bankruptcy Code, in each case whether or not: (1) a Proof of Claim or Interest based upon such Claim, debt, right or Interest is filed or deemed filed pursuant to section 501 of the Bankruptcy Code; (2) a Claim or Interest based upon such Claim, debt, right or Interest is Allowed pursuant to section 502 of the Bankruptcy Code; or (3) the holder of such a Claim or Interest has accepted the Plan. Except as otherwise provided herein, any default by the Debtors or their Affiliates with respect to any Claim or Interest that existed before or on account of the filing of the Chapter 11 Cases shall be deemed cured on the Effective Date. The Confirmation Order shall be a judicial determination of the discharge of all Claims and Interests subject to the Effective Date occurring, except as otherwise expressly provided in the Plan.

F. Injunction

EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THE PLAN, THE PLAN SUPPLEMENT OR RELATED DOCUMENTS, OR FOR OBLIGATIONS ISSUED PURSUANT TO THE PLAN, ALL PERSONS WHO HAVE HELD, HOLD OR MAY HOLD CLAIMS OR INTERESTS THAT HAVE BEEN RELEASED PURSUANT TO ARTICLE IX.B OR ARTICLE IX.C, DISCHARGED PURSUANT TO ARTICLE IX.E, OR ARE SUBJECT TO EXCULPATION PURSUANT TO ARTICLE IX.D, ARE PERMANENTLY ENJOINED, FROM AND AFTER THE EFFECTIVE DATE, FROM TAKING ANY OF THE FOLLOWING ACTIONS: (1) COMMENCING OR CONTINUING IN ANY MANNER ANY ACTION OR OTHER PROCEEDING OF ANY KIND ON ACCOUNT OF OR IN CONNECTION WITH OR WITH RESPECT TO ANY SUCH CLAIMS OR INTERESTS; (2) ENFORCING, ATTACHING, COLLECTING OR RECOVERING BY ANY MANNER OR MEANS ANY JUDGMENT, AWARD, DECREE OR ORDER AGAINST SUCH PERSONS ON ACCOUNT OF OR IN CONNECTION WITH OR WITH RESPECT TO ANY SUCH CLAIMS OR INTERESTS; (3) CREATING, PERFECTING OR ENFORCING ANY ENCUMBRANCE OF ANY KIND AGAINST SUCH PERSONS OR THE PROPERTY OR ESTATES OF SUCH PERSONS ON ACCOUNT OF OR IN CONNECTION WITH OR WITH RESPECT TO ANY SUCH CLAIMS OR INTERESTS; AND (4) COMMENCING OR CONTINUING IN ANY MANNER ANY ACTION OR OTHER PROCEEDING OF ANY KIND ON ACCOUNT OF OR IN CONNECTION WITH OR WITH RESPECT TO ANY SUCH CLAIMS OR INTERESTS RELEASED, SETTLED OR DISCHARGED PURSUANT TO THE PLAN.

THE RIGHTS AFFORDED IN THE PLAN AND THE TREATMENT OF ALL CLAIMS AND INTERESTS HEREIN SHALL BE IN EXCHANGE FOR AND IN COMPLETE SATISFACTION OF ALL CLAIMS AND INTERESTS OF ANY NATURE WHATSOEVER, INCLUDING ANY INTEREST ACCRUED ON CLAIMS FROM AND AFTER THE PETITION DATE, AGAINST THE DEBTORS OR ANY OF THEIR ASSETS, PROPERTY OR ESTATES. ON THE EFFECTIVE DATE, ALL SUCH CLAIMS AGAINST THE DEBTORS SHALL BE FULLY RELEASED AND DISCHARGED, AND THE INTERESTS SHALL BE CANCELLED.

EXCEPT AS OTHERWISE EXPRESSLY PROVIDED FOR HEREIN OR IN OBLIGATIONS ISSUED PURSUANT HERETO FROM AND AFTER THE EFFECTIVE DATE, ALL CLAIMS AGAINST THE DEBTORS SHALL BE FULLY RELEASED AND DISCHARGED, AND ALL INTERESTS SHALL BE CANCELLED, AND THE DEBTORS' LIABILITY WITH RESPECT THERETO SHALL BE EXTINGUISHED COMPLETELY, INCLUDING ANY LIABILITY OF THE KIND SPECIFIED UNDER SECTION 502(G) OF THE BANKRUPTCY CODE. ALL PERSONS SHALL BE PRECLUDED FROM ASSERTING AGAINST THE DEBTORS, THE DEBTORS' ESTATES, THE REORGANIZED DEBTORS, EACH OF THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, AND EACH OF THEIR ASSETS AND PROPERTIES, ANY OTHER CLAIMS OR INTERESTS BASED UPON ANY DOCUMENTS, INSTRUMENTS OR ANY ACT OR OMISSION, TRANSACTION OR OTHER ACTIVITY OF ANY KIND OR NATURE THAT OCCURRED BEFORE THE EFFECTIVE DATE.

G. Temporary Injunction with Respect to Existing 2016 Notes Claims

To the extent such Claims are not otherwise released pursuant to Article IX.C of this Plan, the Confirmation Order approving this Plan shall act as a temporary injunction against the enforcement of any default against the Debtors or any Non-Debtor Affiliate obligated under the Existing 2016 Notes. Holders of Existing 2016 Note Claims shall be enjoined from commencing or continuing any action, employment of process, or act to collect, offset, or recover any Claim relating to the Existing 2016 Notes so long as the Debtors continue to provide or cause to be provided such treatment to holders of Existing 2016 Notes Claims as provided under the Plan. The temporary injunction will expire automatically if the Reorganized Debtors default under the Plan by failing to provide or cause to be provided such treatment to holders of Existing 2016 Notes Claims as provided under the Plan and fail to cure such default within 30 days after receipt by the Debtors of written notice of such default from the trustee(s) of the New Notes.

H. Term of Injunctions or Stays

Unless otherwise provided in the Plan or in the Confirmation Order, all injunctions or stays in effect in the Chapter 11 Cases pursuant to sections 105 or 362 of the Bankruptcy Code or any order of the Bankruptcy Court, and extant on the Confirmation Date (excluding any injunctions or stays contained in the Plan or the Confirmation Order) shall remain in full force and effect until the Effective Date. All injunctions or stays contained in the Plan or the Confirmation Order shall remain in full force and effect in accordance with their terms.

I. Release of Liens

Except as otherwise provided herein or in any contract, instrument, release or other agreement or document created pursuant to the Plan, on the Effective Date and concurrently with the applicable distributions made pursuant to the Plan and, in the case of a Secured Claim, satisfaction in full of the portion of the Secured Claim that is Allowed as of the Effective Date, all mortgages, deeds of trust, Liens, pledges or other security interests against any property of the Estates shall be fully released and discharged, and all of the right, title and interest of any holder of such mortgages, deeds of trust, Liens, pledges or other security interests shall revert to the Reorganized Debtors and their successors and assigns. For the avoidance of doubt, all mortgages, deeds of trust, Liens, pledges or other security interests against any property of the Estates shall be fully released and discharged on the Effective Date without any further action of any party, including, but not limited to, further order of the Bankruptcy Court or filing updated schedules or statements typically filed pursuant to the Uniform Commercial Code.

ARTICLE X

CONDITIONS PRECEDENT TO CONFIRMATION OF THE PLAN AND THE EFFECTIVE DATE

A. Conditions Precedent to Confirmation

It shall be a condition to Confirmation hereof that the following provisions, terms and conditions shall have been satisfied or waived pursuant to the provisions of Article X.C.

1. The Bankruptcy Court shall have entered an order in form and substance reasonably acceptable to the Debtors, RTL and a majority in principal amount of the Existing 2016 Notes represented by the Existing 2013 Notes Steering Committee approving the RTL Investment Agreement.

2. The Bankruptcy Court shall have entered an order in form and substance reasonably acceptable to the Debtors, RTL and a majority in principal amount of the Existing 2013 Notes or the Existing 2016 Notes, as applicable, represented by the Steering Committee approving the Disclosure Statement with respect to the Plan as containing adequate information within the meaning of section 1125 of the Bankruptcy Code.

3. The Confirmation Order (a) shall be, in form and substance, reasonably acceptable to the Debtors, RTL, and a majority in principal amount of the Existing 2013 Notes or the Existing 2016 Notes, as applicable, represented by the Steering Committees, (b) shall include a finding by the Bankruptcy Court that the New Common Stock (except New Common Stock issued in exchange for the RTL New Equity Infusion) and New Notes to be issued on the Effective Date will be authorized and exempt from registration under applicable securities law pursuant to section 1145 of the Bankruptcy Code, (c) shall approve the amendments and modifications of the Existing 2016 Notes Indenture as provided in Article V.J of the Plan and (d) shall not be subject to any stay or subject to an unresolved request for revocation under section 1144 of the Bankruptcy Code.

4. The Plan and the Plan Supplement, including any schedules, documents, supplements and exhibits thereto shall, in form and substance, be reasonably acceptable to the Debtors, RTL, and a majority in principal amount of the Existing 2013 Notes or the Existing 2016 Notes, as applicable, represented by the Steering Committees.

5. RTL shall be satisfied, in its sole discretion, that neither RTL nor any of its affiliates will be required, as a result of the Plan and/or the transactions contemplated by the RTL Investment Agreement, to make any mandatory tender offer(s) under the Polish Securities Laws or any applicable rule of regulation of the Warsaw Stock Exchange.

B. Conditions Precedent to the Effective Date

It shall be a condition to the Effective Date that the following provisions, terms and conditions shall have been satisfied or waived pursuant to the provisions of Article X.C.

1. The Bankruptcy Court shall have entered one or more orders (which may include the Confirmation Order) authorizing the assumption and rejection of Executory Contracts and Unexpired Leases by the Debtors as contemplated herein in form and substance acceptable to the Debtors.

2. The Confirmation Order, in form and substance, reasonably acceptable to the Debtors, RTL, and a majority in principal amount of the Existing 2013 Notes or the Existing 2016 Notes, as applicable, represented by the Steering Committees, shall have been entered by the Bankruptcy Court and shall not be subject to any stay subject to an unresolved request for revocation under section 1144 of the Bankruptcy Code.

3. The Bankruptcy Court shall have entered a Final Order (which may be the Confirmation Order) approving and authorizing the amendment and modification of the Existing 2016 Notes Indenture as provided in Article V.J hereof.

4. All of the schedules, documents, supplements and exhibits to the Plan shall have been filed in form and substance reasonably acceptable to the Debtors, RTL, and a majority in principal amount of the Existing 2013 Notes or the Existing 2016 Notes, as applicable, represented by the Steering Committees.

5. All conditions to the consummation of the RTL New Equity Infusion, including (without limitation) all conditions set forth in the RTL Investment Agreement, shall have been satisfied or waived by RTL.

6. All conditions to the consummation of the RTL Offer (other than the occurrence of the Effective Date) shall have been satisfied or waived, and the RTL Offer shall close simultaneously with the occurrence of the Effective Date.

7. All authorizations, consents, and regulatory approvals required, if any, in connection with the consummation of the Plan shall have been obtained.

8. All actions, documents, certificates, and agreements necessary to implement this Plan shall have been effected or executed and delivered to the required parties and, to the extent required, filed with the applicable governmental units in accordance with applicable laws.

C. Waiver of Conditions

The conditions to Confirmation of the Plan and to Consummation of the Plan set forth in this Article X may be waived at any time upon receipt of written waivers from each of the Debtors, RTL, and a majority in principal amount of the Existing 2013 Notes or the Existing 2016 Notes, as applicable, represented by the Steering Committees.

D. Effect of Failure of Conditions

If the Consummation of the Plan does not occur, the Plan shall be null and void in all respects and nothing contained in the Plan or the Disclosure Statement shall: (1) constitute a waiver or release of any Claims against or Interests in the Debtors; (2) prejudice in any manner the rights of the Debtors, any holders of Claims or any other Person; or (3) constitute an admission, acknowledgment, offer or undertaking by the Debtors, any holders or any other Person in any respect.

ARTICLE XI

MODIFICATION, REVOCATION OR WITHDRAWAL OF THE PLAN

A. Modification and Amendments

Except as otherwise specifically provided herein and with the consent of RTL, and a majority in principal amount of the Existing 2013 Notes or the Existing 2016 Notes, as applicable, represented by the Steering Committees, the Debtors reserve the right to modify the Plan as to material terms and seek Confirmation consistent with the Bankruptcy Code and, as appropriate, not re-solicit votes on such modified Plan. Subject to certain restrictions and requirements set forth in section 1127 of the Bankruptcy Code and Bankruptcy Rule 3019 and those restrictions on modifications set forth in the Plan, and with the consent of RTL, and a majority in principal amount of the Existing 2013 Notes or the Existing 2016 Notes, as applicable, represented by the Steering Committees, the Debtors expressly reserve their rights to alter, amend or modify materially the Plan with respect to the Debtors one or more times, after Confirmation, and, to the extent necessary, may initiate proceedings in the Bankruptcy Court to so alter, amend or modify the Plan or remedy any defect or omission, or reconcile any inconsistencies in the Plan, the Disclosure Statement or the Confirmation Order, in such matters as may be necessary to carry out the purposes and intent of the Plan.

B. Effect of Confirmation on Modifications

Entry of a Confirmation Order shall mean that all modifications or amendments to the Plan occurring after the solicitation thereof are approved pursuant to section 1127(a) of the Bankruptcy Code and do not require additional disclosure or re-solicitation under Bankruptcy Rule 3019.

C. Revocation or Withdrawal of the Plan

The Debtors reserve the right to revoke or withdraw the Plan before the Effective Date. If the Debtors revoke or withdraw the Plan, or if Confirmation or Consummation does not occur, then: (1) the Plan shall be null and void in all respects; (2) any settlement or compromise embodied in the Plan (including the fixing or limiting to an amount certain of any Claim or Interest or Class of Claims or Interests), assumption or rejection of Executory Contracts or Unexpired Leases effected by the Plan, and any document or agreement executed pursuant to the Plan, shall be deemed null and void; and (3) nothing contained in the Plan shall: (a) constitute a waiver or release of any Claims or Interests; (b) prejudice in any manner the rights of the Debtors or any other Person; or (c) constitute an admission, acknowledgment, offer or undertaking of any sort by the Debtors or any other Person.

ARTICLE XII

RETENTION OF JURISDICTION

Notwithstanding the entry of the Confirmation Order and the occurrence of the Effective Date, on and after the Effective Date, the Bankruptcy Court shall retain such jurisdiction over the Chapter 11 Cases and all matters arising out of or related to the Chapter 11 Cases and the Plan including jurisdiction to:

1. allow, disallow, determine, liquidate, classify, estimate or establish the priority, secured or unsecured status, or amount of any Claim or Interest, including the resolution of any request for payment of any Administrative Claim and the resolution of any and all objections to the secured or unsecured status, priority, amount or allowance of Claims;

2. decide and resolve all matters related to the granting and denying, in whole or in part, any applications for allowance of compensation or reimbursement of expenses to Professionals authorized pursuant to the Bankruptcy Code or the Plan;

3. resolve any matters related to: (a) the assumption, assumption and assignment or rejection of any Executory Contract or Unexpired Lease to which the Debtors are party or with respect to which a Debtor may be liable in any manner and to hear, determine and, if necessary, liquidate, any Claims arising therefrom, including Claims based on the Debtors' rejection of Executory Contracts or Unexpired Leases as set forth in Article VI, Cure Claims pursuant to section 365 of the Bankruptcy Code or any other matter related to such Executory Contract or Unexpired Lease; (b) any potential contractual obligation under any Executory Contract or Unexpired Lease that is assumed; (c) the Reorganized Debtors amending, modifying or supplementing, after the Effective Date, pursuant to Article VI, any Executory Contracts or Unexpired Leases the list of Executory Contracts and Unexpired Leases to be assumed or rejected or otherwise; and (d) any dispute regarding whether a contract or lease is or was executory or expired.

4. ensure that distributions to holders of Allowed Claims are accomplished pursuant to the provisions of the Plan;

5. adjudicate, decide or resolve any motions, adversary proceedings, contested or litigated matters and any other matters, and grant or deny any applications involving a Debtor that may be pending on the Effective Date;

6. adjudicate, decide or resolve any and all matters related to any Cause of Action;

7. adjudicate, decide or resolve any and all matters related to section 1141 of the Bankruptcy Code;

8. resolve any avoidance or recovery actions under sections 105, 502(d), 542 through 551 and 553 of the Bankruptcy Code;

9. resolve any cases, controversies, suits, disputes or Causes of Action that may arise in connection with the Consummation, interpretation or enforcement of the Plan or any Person's obligations incurred in connection with the Plan;

10. issue injunctions, enter and implement other orders or take such other actions as may be necessary or appropriate to restrain interference by any Person with Consummation or enforcement of the Plan;

11. resolve any cases, controversies, suits, disputes or Causes of Action with respect to the discharge, releases, injunctions, exculpations, indemnifications and other provisions contained in Article IX and enter such orders as may be necessary or appropriate to implement such releases, injunctions and other provisions;

12. enter and implement such orders as are necessary or appropriate if the Confirmation Order is for any reason modified, stayed, reversed, revoked or vacated;

13. adjudicate any and all disputes arising from or relating to distributions under the Plan;

14. consider any modifications of the Plan, cure any defect or omission or reconcile any inconsistency in any Bankruptcy Court order, including the Confirmation Order;

15. determine requests for the payment of Claims entitled to priority pursuant to section 507 of the Bankruptcy Code;

16. hear and determine disputes arising in connection with the interpretation, implementation or enforcement of the Plan or the Confirmation Order, including disputes arising under agreements, documents or instruments executed in connection with the Plan;

17. hear and determine matters concerning state, local and federal taxes in accordance with sections 346, 505 and 1146 of the Bankruptcy Code;

18. hear and determine all disputes involving the existence, nature or scope of the Debtors' discharge, including any dispute relating to any liability arising out of the termination of employment or the termination of any employee or retiree benefit program, regardless of whether such termination occurred before or after the Effective Date;

19. determine any other matters that may arise in connection with or relate to the Plan, the Disclosure Statement or the Confirmation Order;

20. enforce all orders previously entered by the Bankruptcy Court;

21. hear any other matter not inconsistent with the Bankruptcy Code; and

22. enter an order concluding or closing the Chapter 11 Cases.

ARTICLE XIII

MISCELLANEOUS PROVISIONS

A. Immediate Binding Effect

Subject to Article X.B, and notwithstanding Bankruptcy Rules 3020(e), 6004(h) or 7062 or any other Bankruptcy Rule, upon the occurrence of the Effective Date, the terms of the Plan and the Plan Supplement shall be immediately effective and enforceable and deemed binding upon the Debtors, the Reorganized Debtors and any and all holders of Claims or Interests (irrespective of whether such Claims or Interests are deemed to have accepted the Plan), all Persons that are parties to or are subject to the settlements, compromises, releases, discharges and injunctions described in the Plan, each Person acquiring property under the Plan, and any and all non-Debtor parties to Executory Contracts and Unexpired Leases with the Debtors.

B. Additional Documents

On or before the Effective Date, the Debtors may file with the Bankruptcy Court such agreements and other documents as may be necessary or appropriate to effectuate and further evidence the terms and conditions of the Plan. The Debtors or Reorganized Debtors, as applicable, and all holders of Claims receiving distributions pursuant to the Plan and all other parties in interest shall, from time to time, prepare, execute and deliver any agreements or documents and take any other actions as may be necessary or advisable to effectuate the provisions and intent of the Plan.

C. Dissolution of Creditors' Committee

On the Effective Date, the Creditors' Committee, if any, shall dissolve and members thereof shall be released and discharged from all rights and duties from or related to the Chapter 11 Cases.

D. Reservation of Rights

None of the Plan, any statement or provision contained in the Plan or any action taken or not taken by any Debtor with respect to the Plan, the Disclosure Statement or the Plan Supplement shall be or shall be deemed to be an admission or waiver of any rights of any Debtor with respect to the holders of Claims or Interests before the Effective Date.

E. Successors and Assigns

The rights, benefits and obligations of any Person named or referred to in the Plan shall be binding on, and shall inure to the benefit of, any heir, executor, administrator, successor or assign, affiliate, officer, director, manager, agent, representative, attorney, beneficiaries or guardian, if any, of each Person.

F. Service of Documents

After the Effective Date, any pleading, notice or other document required by the Plan to be served or delivered shall be served as follows:

1. If to the Reorganized Debtors, to:

Central European Distribution Corporation
3000 Atrium Way
Suite 265
Mt. Laurel, New Jersey 08054
Attn: General Counsel

with copies to:

Skadden, Arps, Slate, Meagher and Flom LLP
4 Times Square
New York, New York 10036
Attn: Jay M. Goffman
Mark A. McDermott

2. After the Effective Date, the Debtors may, in their sole discretion, notify Persons that, in order to continue receiving documents pursuant to Bankruptcy Rule 2002, such Persons must file a renewed request to receive documents pursuant to Bankruptcy Rule 2002. After the Effective Date, the Debtors are authorized to limit the list of Persons receiving documents pursuant to Bankruptcy Rule 2002 to those Persons who have filed such renewed requests.

G. Entire Agreement

Except as otherwise indicated, the Plan and the Plan Supplement supersede all previous and contemporaneous negotiations, promises, covenants, agreements, understandings and representations on such subjects, all of which have become merged and integrated into the Plan.

H. Severability of Plan Provisions

If, before Confirmation of the Plan, any term or provision of the Plan is held by the Bankruptcy Court or any other court exercising jurisdiction to be invalid, void or unenforceable, the Bankruptcy Court or other court exercising jurisdiction shall have the power to alter and interpret such term or provision to make it valid or enforceable to the maximum extent practicable, consistent with the original purpose of the term or provision held to be invalid, void or unenforceable, and such term or provision shall then be applicable as altered or interpreted. Notwithstanding any such holding, alteration or interpretation, the remainder of the terms and provisions of the Plan will remain in full force and effect and will in no way be affected, impaired or invalidated by such holding, alteration or interpretation. Notwithstanding the foregoing, if any provision of the Plan is materially altered or rendered unenforceable, the Plan shall not be confirmed without the written consent of RTL and a majority in principal amount of the Existing 2013 Notes or the Existing 2016 Notes, as applicable, represented by the Steering Committees.

I. Exhibits

All exhibits and documents included in the Plan Supplement are incorporated into and are a part of the Plan as if set forth in full in the Plan. After the exhibits and documents are filed, copies of such exhibits and documents shall be available upon request to the Debtors' counsel, by contacting Skadden, Arps, Slate, Meagher and Flom LLP, 4 Times Square, New York, New York 10036, at the Bankruptcy Court's website at <https://ecf.deb.uscourts.gov> or at the website of GCG, Inc. at www.gcginc.com/cases/CEDC (to be activated in the event that the Debtors file the Chapter 11 Cases). To the extent any exhibit or document is inconsistent with the terms of the Plan, unless otherwise ordered by the Bankruptcy Court, the non-exhibit or non-document portion of the Plan shall control.

J. Votes Solicited in Good Faith

Upon entry of the Confirmation Order, the Debtors will be deemed to have solicited votes on the Plan in good faith and in compliance with the Bankruptcy Code and any applicable non-bankruptcy law, and pursuant to section 1125(e) of the Bankruptcy Code, the Debtors and their respective Affiliates, agents, representatives, members, principals, shareholders, officers, directors, employees, advisors and attorneys will be deemed to have participated in good faith and in compliance with the Bankruptcy Code in the offer, issuance, sale and purchase of Plan securities offered and sold under the Plan, and, therefore, will have no liability for the violation of any applicable law, rule or regulation governing the solicitation of votes on the Plan or the offer, issuance, sale or purchase of the New Common Stock offered and sold under the Plan.

K. Conflicts

Except as set forth in the Plan, to the extent that any provision of the Disclosure Statement or any other order (other than the Confirmation Order) referenced in the Plan (or any exhibits, schedules, appendices, supplements or amendments to any of the foregoing), conflict with or are in any way inconsistent with any provision of the Plan, the Plan shall govern and control; *provided, however*, that if there is a conflict between this Plan and a Plan Supplement document, the Plan Supplement document shall govern and control.

Dated: March 18, 2013

Respectfully submitted,

Central European Distribution Corporation

By: /s/ N. Scott Fine

Name: N. Scott Fine

Title: Vice Chairman and Lead Director

Sarah E. Pierce (I.D. No. 4648)

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Proposed Counsel for Debtors and Debtors in Possession

**EXHIBIT A TO THE
AMENDED AND RESTATED JOINT PREPACKAGED CHAPTER 11 PLAN OF
CENTRAL EUROPEAN DISTRIBUTION CORPORATION, ET AL.**

**LIST OF REJECTED CONTRACTS AND LEASES
TO BE FILED AS A PLAN SUPPLEMENT**

**EXHIBIT B TO THE
AMENDED AND RESTATED JOINT PREPACKAGED CHAPTER 11 PLAN OF
CENTRAL EUROPEAN DISTRIBUTION CORPORATION, ET AL.**

NON-EXCLUSIVE LIST OF RETAINED CLAIMS AND CAUSES OF ACTION

ALL POTENTIAL CLAIMS AND/OR CAUSES OF ACTION NOT RELEASED PURSUANT TO ARTICLE IX.B OF THE PLAN, WHETHER NOTED HEREIN OR OTHERWISE, WILL BE INVESTIGATED FOLLOWING CONFIRMATION OF THE AMENDED AND RESTATED JOINT PREPACKAGED CHAPTER 11 PLAN OF CENTRAL EUROPEAN DISTRIBUTION CORPORATION, ET AL., AND ACCORDINGLY ALL SUCH CAUSES OF ACTION AND CLAIMS, WHETHER NOTED HEREIN OR OTHERWISE, ARE EXPRESSLY RETAINED AND NOT WAIVED.

Any and all outstanding accounts receivable balances owed to the Debtors.

Any and all pre- or postpetition utility deposits.

Any and all pending federal, state and foreign tax actions and appeals.

Any and all rights and claims under contracts, leases, loan agreements, syndications, or any other agreements not cancelled pursuant to the Plan, including but not limited to collection actions and claims.

Any and all claims, rights of action, suits or proceedings, whether in law or in equity, whether known or unknown, that the Debtors or their Estates may hold against any Person, except such claims that are released under the Plan or the Confirmation Order.

Any and all objections to claims asserted under Bankruptcy Code section 503(b) against the Debtors, whether based upon claims filed on the Debtors' claims registry or otherwise asserted.

Any and all objections to secured claims against one or more of the Debtors, whether based upon claims filed on the Debtors' claims registry or otherwise asserted.

Any and all objections to claims asserted under Bankruptcy Code section 507 against one or more of the Debtors, whether based upon claims filed on the Debtors' claims registry or otherwise asserted.

Nothing herein shall preserve any causes of action or claims that are expressly released or waived under the Plan.

**EXHIBIT C TO THE
JOINT PREPACKAGED CHAPTER 11 PLAN OF
CENTRAL EUROPEAN DISTRIBUTION CORPORATION, ET AL.**
DESCRIPTION OF NEW COMMON STOCK

The principal terms of the New Common Stock to be issued by Reorganized CEDC under the Plan shall be as follows:

Authorization:	120 million shares
Initial Issuance:	25 million shares
Par Value:	\$0.01 per share
Voting Rights:	One vote per share
Dividends:	Payable at the discretion of the board of directors of Reorganized CEDC
Conversion Rights:	None
Splits and Adjustments:	Generally, arithmetic splits, combinations, etc. are proportionately treated
Restrictions on Transfer:	None (other than restrictions imposed by applicable state and federal securities laws)
Registration Rights:	None