

EXHIBIT A

The Plan

UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:

DEVON MOBILE COMMUNICATIONS, L.P., *et al.*,

Debtors.

)
) Chapter 11
)
) Case No. 02-12431 (PJW)
)
) (Jointly Administered)
)

**FIRST AMENDED JOINT PLAN OF LIQUIDATION OF
THE DEBTORS AND DEBTORS-IN-POSSESSION AND
THE OFFICIAL COMMITTEE OF UNSECURED
CREDITORS**
(July 24, 2003)

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INTRODUCTION

Devon Mobile Communications, L.P. ("*Devon*"), Devon Rutland D LLC, Devon Burlington D LLC, Devon Roanoke E LLC and Devon Charlottesville D LLC (collectively, the "*Debtors*"), as debtors and debtors in possession, and the Official Committee of Unsecured Creditors (the "*Committee*") hereby propose the following first amended joint plan of liquidation (as amended from time to time, the "*Plan*") under chapter 11 of the Bankruptcy Code.

For a discussion of the Debtors' history, business, results of the liquidation, and for a summary and analysis of the Plan, creditors and shareholders of the Debtors should consult the Disclosure Statement accompanying the Plan, including the Exhibits attached thereto.

Under section 1125 (b) of the Bankruptcy Code, a vote to accept or reject the Plan cannot be solicited from a holder of a claim or interest until such time as the Disclosure Statement has been approved by the Bankruptcy Court and distributed to holders of claims and interests. ALL HOLDERS OF CLAIMS AGAINST THE DEBTORS ARE ENCOURAGED TO READ THE PLAN AND THE RELATED DISCLOSURE STATEMENT IN ITS ENTIRETY BEFORE VOTING TO ACCEPT OR REJECT THE PLAN.

SECTION I. DEFINITIONS AND RULES OF INTREPRETATION

A. DEFINITIONS. As used in the Plan, the following terms have the respective meanings specified below. A term used in the Plan and not defined in the Plan, but that is used in the Bankruptcy Code or the Bankruptcy Rules, shall have the meaning assigned to such term in the Bankruptcy Code or the Bankruptcy Rules.

1. *ABIZ Claims* means the claims asserted in the proofs of claim filed by Devon against Adelphia Business Solutions, Inc. in the bankruptcy proceeding captioned *In re Adelphia Business Solutions, Inc., et al.* (Case No. 02-11389 (REG)), more fully described in the Disclosure Statement.

2. *Adelphia Claims* means the potential claims and causes of action that Devon may have against Adelphia Communications Corporation, more fully described in the Disclosure Statement.

3. *Administrative Expense Claim* means a Claim to the extent that it is of the kind described in section 503(b) of the Bankruptcy Code and is entitled to priority under section 507(1)(1) or 507(b) of the Bankruptcy Code and shall include, without limitation, (a) Fee Claims; (b) a Claim given the status of an Administrative Expense Claim by Final Order of the Bankruptcy Court or by the Plan; and (c) all fees and charges assessed against the Debtors' Estates under title 28, United States Code, section 1930.

4. *Allowed* means, with reference to any Claim or Interest and with respect to the Debtors, (a) any Claim against or Interest in the Debtors that either (i) has been listed by the Debtors in their Schedules, as such Schedules may be amended by the Debtors from time to time in accordance with Bankruptcy Rule 1009, as liquidated in amount and not disputed or

contingent and for which no contrary proof of claim or interest has been filed, or (ii) has been allowed under the Plan, or (iii) has been allowed by Final Order of the Bankruptcy Court, or (iv) as to which a proof of claim has been timely filed in a liquidated amount with the Bankruptcy Court pursuant to the Bankruptcy Code or any order of the Bankruptcy Court, or filed late with leave of the Bankruptcy Court after notice and a hearing, and (b) in each such case in (a)(i) and (a)(iv) above, in respect of which no objection to the allowance of such Claim or Interest has been interposed within any applicable period of limitation fixed by the Bankruptcy Code, the Bankruptcy Rules, a Final Order or other applicable law.

5. *Allowed FCC Secured Claim* means the Secured Claim of the FCC arising out of or related to the FCC Notes.

6. *Allowed GD Secured Claim* means the Secured Claim of GD arising out of or related to the GD Stipulation.

7. *Allowed GD Unsecured Claim* means the aggregate amount of the Allowed Claim of GD as of the Effective Date, less the amount of the GD Allowed Secured Claim.

8. *Allowed Lucent Secured Claim* means the Claim arising from the sale of the Remaining Lucent Equipment to Lucent under the Lucent Stipulation and the sale of the Lucent Equipment under the Burlington & Rutland Sale Agreement and the Lebanon Sale Agreement, in the aggregate amount of \$2,405,959.74.

9. *Allowed Lucent Unsecured Claim* means the amount of \$35,000,000, less the amount of the Allowed Lucent Secured Claim.

10. *Allowed Other Secured Claim* means an Allowed Secured Claim, other than the Allowed FCC Secured Claim, Allowed Lucent Secured Claim and Allowed GD Secured Claim, determined and Allowed pursuant to Section VI of the Plan.

11. *Allowed Other Secured Claim Reserve* means the amount to be reserved for estimated Allowed Other Secured Claims, which amount shall be finalized by the Bankruptcy Court at the Confirmation Hearing.

12. *Avoidance Actions* means any claims or causes of action of the Debtors, or any of them, or the Estates or creditors thereof, or any of them, that is or may be the subject of an adversary proceeding or other action under sections 510, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, or 553 of the Bankruptcy Code, or other applicable law.

13. *BTA* means basic trading area.

14. *Burlington & Rutland Closing* means the closing of the Burlington & Rutland Sale Agreement.

15. *Burlington & Rutland Sale Agreement* means that certain FCC License/Network Purchase and Sale Agreement entered into among Devon Rutland D LLC, Devon Burlington D LLC and United States Cellular Corporation, dated April 28, 2003, for the

sale of Devon Rutland's and Devon Burlington's right, title and interest in and to the FCC Licenses covering the Burlington, VT and Rutland, VT BTAs and certain related PCS network assets.

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

17. *Bankruptcy Court* means the United States Bankruptcy Court for the District of Delaware.

18. *Bankruptcy Rules* means the Federal Rules of Bankruptcy Procedure as promulgated by the United States Supreme Court under section 2075 of title 28 of the United States Code, and the local rules of the Bankruptcy Court.

19. *Business Day* means any day other than a Saturday, Sunday or any other day on which commercial banks in the city of New York, New York are required or authorized to close by law or executive order.

20. *Cases* means, collectively, the Debtors' respective reorganization proceedings under chapter 11 of the Bankruptcy code.

21. *Cash* means legal tender of the United States of America, which may be conveyed by check or wire transfer.

22. *Causes of Action* means all claims and causes of action now owned or hereafter acquired by the Debtors or the Estates, or any of them, or which may be maintained by the Debtors or the Estates, or any of them, for their own benefit or for the benefit of creditors, whether arising under any contract or under the Bankruptcy Code or other federal or state law, including, without limitation, the Avoidance Actions, the Adelpia Claims, the ABIZ Claims and the potential claims and causes & action against Deloitte Touche LLP, more fully described in the Disclosure Statement.

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

24. *Class* means a category of holders of Claims or Interests as set forth in Section IV of the Plan.

25. *Collateral* means any property or interest in property of the estates or the Debtors subject to a Lien to secure the payment or performance of a Claim, which Lien is not subject to avoidance under the Bankruptcy Code or otherwise invalid under the Bankruptcy Code or applicable state law.

26. *Committee* means the Official Committee of Unsecured Creditors appointed in the Cases.

27. *Confirmation Date* means the date on which the Clerk of the Bankruptcy Court enters the Confirmation Order on the docket of the Cases.

28. *Confirmation Hearing* means the hearing held by the Bankruptcy Court to consider confirmation of the Plan pursuant to section 1129 of the Bankruptcy Code, as such hearing may be adjourned or continued from time to time.

29. *Confirmation Order* means the order of the Bankruptcy Court confirming the Plan pursuant to section 1129 of the Bankruptcy Code.

30. *Debtors* means Devon Mobile Communications, L.P., Devon Rutland D LLC, Devon Burlington D LLC, Devon Roanoke E LLC and Devon Charlottesville D LLC.

31. *Devon Debtor Subsidiaries* means Devon Burlington D LLC, Devon Rutland D LCC, Devon Roanoke E LLC and Devon Charlottesville D LLC.

32. *Devon Non-Debtor Subsidiaries* means Devon Bangor D LLC and Devon Lewiston D LLC.

33. *Disclosure Statement* means the first amended disclosure statement that relates to this Plan and is approved by the Bankruptcy Court pursuant to section 1125 of the Bankruptcy Code, as such Disclosure Statement may be amended, modified, or supplemented (and all exhibits and schedules annexed thereto or referred to therein).

34. *Disclosure Statement Order* means the order of the Bankruptcy Court approving the Disclosure Statement as containing adequate information pursuant to section 1125 of the Bankruptcy Code.

35. *Disputed Claim* means a Claim against the Debtors to the extent that as of any date of Distribution such claim is not Allowed.

36. *Distribution* means any distribution under the Plan to the holders of Allowed Claims.

37. *Distribution Account* means the debtor-in-possession account(s) established after the Petition Date and to be maintained by the Debtors for the purpose of making deposits and distributions under the Plan through the Effective Date.

38. *Distribution Date* means any date on which a Distribution is made pursuant to the Plan.

39. *Effective Date* means the first Business Day on which the conditions specified in Section XI of the Plan have been satisfied.

40. *Employees* means Lisa-Gaye Shearing Mead, Lou Ebert, Thomas Benzee, Bill Fritzinger, Jennifer Downey, Todd Diedrick and Carrie Fahey.

41. *Estates* means the respective estates created by the commencement of the Cases pursuant to section 541 of the Bankruptcy Code, and shall be deemed to include, without limitation, any and all rights, claims and interests of the Debtors and any and all interests in their property, whether real, personal or mixed, rights, Causes of Action, avoidance powers or

extensions of time that the Debtors or their estates shall have had effective as of the commencement of the Cases, or which such estate acquired after the commencement of the Cases, whether by virtue of sections 544, 545, 546, 547, 548, 549, 550, 551, and 553 of the Bankruptcy Code or otherwise.

42. *FCC* means the Federal Communications Commission.

43. *FCC Licenses* means the twenty-eight (28) PCS licenses held by Devon and the Subsidiaries to build, operate and maintain PCS networks in Pennsylvania, New York, Virginia, Vermont, New Hampshire and Maine, a list of which is included in the Plan Supplement.

44. *FCC Notes* means the secured promissory notes executed by Devon in favor of the FCC prior to the Petition Date, a list of which is included in the Plan Supplement.

45. *Fee Claim* means a Claim for compensation or reimbursement of expenses under Sections 327, 328, 330, 331 503(b) or 1103 of the Bankruptcy Code including compensation requested pursuant to section 503(b)(3), (4) or (5) of the Bankruptcy Code for substantial contribution in the Cases.

46. *Final Distribution Date* means the date of the last Distribution under the Plan.

47. *Final Order* means an order as to which the time to appeal, petition for *certiorari*, or move for reargument or rehearing has expired and as to which no appeal, petition for *certiorari*, or other proceedings for reargument or rehearing shall then be pending or as to which any right to appeal, move for a stay pending appeal, petition for *certiorari*, reargue, or rehearing shall have been waived in writing in form and substance satisfactory to the Debtors, the Agent and the Committees or, in the event that an appeal, writ of *certiorari*, or reargument or rehearing thereof has been sought, such order shall have been denied by the highest court to which such order was appealed, or *certiorari*, reargument or rehearing shall have been taken and the time to take any further appeal, petition for *certiorari* or move for reargument or rehearing shall have expired; *provided, however*, that the possibility that a motion under Rule 59 or Rule 60 of the Federal Rules of Civil Procedure or Bankruptcy Rules 9023 or 9024 may be filed with respect to such order shall not cause such order not to be a Final Order.

48. *First Distribution Date* means the date, designated on or before the Confirmation Date, as the first Distribution Date, to occur no later than 30 days after the Effective Date.

49. *GD* means General Dynamics Government Systems Corporation.

50. *GD Stipulation* means the Revised Stipulation and Order Approving Replacement Liens and Other Adequate Protection, entered by the Bankruptcy Court on November 21, 2002.

51. *Interest* means an equity interest within the meaning of section 101(16) of the Bankruptcy Code.

52. *Keene Closing* means the closing of the Keene Sale Agreement.

53. *Keene Sale Agreement* means that certain FCC License Purchase and Sale Agreement between Devon and Vermont Telephone Company, Inc., dated April 25, 2003, for the sale of Devon's right, title in and interest and to the FCC License covering the Keene, NH BTA.

54. *Lebanon Closing* means the closing of the Lebanon Sale Agreement.

55. *Lebanon Sale Agreement* means that certain FCC License/Network Purchase and Sale Agreement between Devon and Cellco Partnership d/b/a Verizon Wireless, dated April 28, 2003, for the sale of Devon's right, title and interest in and to the FCC license covering the Lebanon, NH BTA and certain related PCS network assets.

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

57. *Liquidation Trust Funding Amount* means \$200,000 to be reserved and established on the Effective Date.

58. *Liquidation Trust* means the liquidation trust to be established on the Effective Date in accordance with Section VIII of the Plan.

59. *Liquidation Trust Account* means an interest bearing account(s) to be established on the Effective Date and maintained by the Liquidation Trustee for the purpose of making deposits and distributions under the Plan.

60. *Liquidation Trust Agreement* means the agreement to be executed as of the Effective Date establishing and delineating the terms and conditions of the Liquidation Trust as set forth in the Plan. The Liquidation Trust Agreement shall be substantially in the form attached to the Disclosure Statement.

61. *Liquidation Trust Assets* means the assets to be conveyed to the Liquidation Trust in accordance with the Plan including, but not limited to, the Liquidation Trust Funding Amount, all Cash maintained by the Debtors in the Distribution Account on the Effective Date (after reserves and payments provided for in Section VIII of the Plan), the Causes of Action, the Pending Purchase and Sale Agreements and all of the proceeds thereof.

62. *Liquidation Trustee* means the Person appointed in accordance with the Plan and Liquidation Trust Agreement to administer the Liquidation Trust.

63. *Lucent* means Lucent Technologies, Inc.

64. *Lucent Equipment* means that certain equipment sold by Lucent to Devon pursuant to the General Agreement for Personal Communications Service systems, dated October 17, 2000.

65. *Lucent Stipulation* means that certain Stipulation and order entered into by the Devon and Lucent, and entered by the Bankruptcy Court on August __, 2003.

66. *Net Proceeds* means such amounts collected from the sale or liquidation of the Liquidation Trust Assets, including the proceeds of the Purchase and Sale Agreements and the Causes of Action, after (i) payment of the Allowed FCC Secured Claim; (ii) payment of the Allowed GD Secured Claim; (iii) payment of all Allowed Fee Claims; (iv) payment of all Other Secured Claims; (v) payment of all Allowed Priority Claims; (vi) payment of all Allowed Other Priority Claims; (vii) payment of all Allowed Administrative Expense Claims; (viii) payment of or reserve for all reasonable and necessary costs and expenses of such sale or liquidation including, without limitation, the fees and expenses of the Liquidation Trust (as set forth in Section VIII of the Plan); and (ix) a reserve of the Liquidation Trust Funding Amount, and any other reserve(s) necessary and appropriate as determined by the Liquidation Trustee for the purpose of implementation of the Plan.

67. *Officers* means the collective reference to the individuals who are officers or directors of the Debtors as of the Effective Date.

68. *Other Priority Claim* means any Claim that is entitled to priority under section 507(a) of the Bankruptcy Code (other than Administrative Expense Claims or Priority Tax Claims).

69. *Other Secured Claims* means the Secured Claims of Creditors other than the FCC, Lucent and GD, and identified on the Other Secured Claim Schedule attached to the Plan Supplement.

70. *Other Secured Claim Estimate* means, with respect to each Other Secured Claim, the related Collateral and the estimated amount of the Allowed Secured Claim with respect thereto as set forth on the Other Secured Claim Schedule.

71. *Other Secured Claim Schedule* means the Schedule attached to the Plan Supplement, as it may be modified, amended, or supplemented from time to time.

72. *Pending Purchase and Sale Agreements* means each of the Purchase and Sale Agreements that has not closed as of the Effective Date.

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

74. *Petition Date* means August 19, 2002, the date on which Devon filed its voluntary chapter 11 petition with the Bankruptcy Court.

75. *Plan* means this chapter 11 Plan, including, without limitation, the Plan Supplement and all other documents referenced herein, as well as all exhibits, supplements, appendices and schedules hereto, either in its present form or as the same may be altered, amended or modified from time to time.

76. *Plan Supplement* means the lists, documents, and forms of documents that shall be filed with the Bankruptcy Court not less than twenty (20) days prior to the date on which the Confirmation Hearing shall first commence.

77. *PITT Closing* means the closing of the PITT Sale Agreement.

78. *PITT Sale Agreement* means that certain FCC License Purchase and Sale Agreement entered into between Devon and Cellco Partnership d/b/a Verizon Wireless, dated May 9, 2003, for the sale of Devon's right, title and interest in and to the FCC License covering the Pittsburgh, PA BTA.

79. *Post-Confirmation Committee* means the committee appointed pursuant to Section VIII of the Plan, that shall consist of three (3) voting members selected by the Committee.

80. *Priority Tax Claim* means any Claim of a governmental unit of the kind specified in sections 502(i) and 507(a)(8) of the Bankruptcy Code.

81. *Pro Rata* means (a) when used with reference to a distribution of Cash to members of a particular Class, the percentage equal to the proportion that a particular Allowed Claim in such Class bears to the aggregate amount of Allowed Claims in such Class, and (b) when used with reference to distribution of the Net Proceeds, the percentage equal to the proportion that a particular Allowed Claim in Class 6 bears to the aggregate amount of Allowed Claims in Class 6.

82. *Purchase and Sale Agreements* means the PITT Sale Agreement, State College Sale Agreement, Burlington & Rutland Sale Agreement, Lebanon Sale Agreement, Keene Sale Agreement and the Remaining Tower Sale Agreements (as defined in the Disclosure Statement).

83. *Remaining FCC Licenses* means the FCC Licenses that are to be abandoned by Devon and the Non-Debtor Subsidiaries and returned to the FCC on the Effective Date as set forth in this Plan, a list of which shall be included in the Plan Supplement.

84. *Remaining Lucent Equipment* means the Lucent Equipment to be purchased by Lucent under the Lucent Stipulation.

85. *Schedules* means the schedules of assets and liabilities, the list of holders of Interests and the statements of financial affairs filed by the Debtors under section 521 of the Bankruptcy Code and Bankruptcy Rule 1007, and all amendments and modifications thereto through the Confirmation Date.

86. *Secured Claim* means the portion of any Claim, determined in accordance with section 506(a) of the Bankruptcy Code, as of the Confirmation Date, which is (a) secured by a valid, perfected and unavoidable Lien on Collateral, express or implied, arising by contract, operation of law, or otherwise, to the extent of the value of the creditor's interest in the Debtor's

interest in the Collateral, or (b) subject to offset under section 553 of the Bankruptcy Code, to the extent of the amount subject to offset.

87. *State College Closing* means the closing of the State College Sale Agreement.

88. *State College Sale Agreement* means that certain FCC License Purchase and Sale Agreement entered into between Devon and Cingular Wireless, LLC, dated May 20, 2003, for the sale of Devon's right, title and interest in and to the FCC License covering the State College, PA BTA.

89. *Subsidiaries* means the Devon Debtor Subsidiaries and the Devon Non-Debtor Subsidiaries.

90. *Unsecured Claim* means any Claim that is not an Administrative Expense Claim, Fee Claim, Other Priority Claim, Priority Tax Claim, or Secured Claim.

B. RULES OF INTERPRETATION

1. *Computation of Time.* In computing any period of time prescribed or allowed by the Plan, the provisions of Bankruptcy Rule 9006(a) shall apply.

2. *Rules of Construction.* Unless otherwise provided herein, for purposes of the Plan: (a) whenever appropriate from the context, each term, whether stated in the singular or the plural, shall include both the singular and the plural; (b) any reference in the Plan to a contract, instrument, release or other agreement or document being in a particular form or on particular terms and conditions means that such document shall be substantially in such form or substantially on such terms and conditions; (c) any reference in the Plan to an existing document or exhibit means such document or exhibit as it may have been or may be amended, modified or supplemented from time to time and shall include all addenda, exhibits and schedules attached thereto or referenced therein; (d) any reference to an entity as a holder of a Claim or an Interest includes that entity's successors, assigns and affiliates; (e) all references to sections and articles are references to sections of or to the Plan; (f) all references in the Plan to exhibits are references to exhibits of or to the Plan or the Disclosure Statement; (g) the words "herein," "hereunder" or "hereto" refer to the Plan in its entirety rather than to a particular portion of the Plan; (h) captions and headings to articles, sections and exhibits are inserted for convenience of reference only and are not intended to be a part of or to affect the interpretations of the Plan; and (i) the rules of construction set forth in section 102 of the Bankruptcy Code shall apply.

SECTION II. SUBSTANTIVE CONSOLIDATION

A SUBSTANTIVE CONSOLIDATION. This Plan contemplates that the Confirmation Order shall provide for the substantive consolidation of the Estates into a single consolidated Estate solely for the purposes of the Cases and all action with respect to confirmation, consummation and implementation of this Plan. Except as otherwise provided in this Plan or the Confirmation Order, substantive consolidation of the Estates shall not eliminate

or impair the separate corporate identities of the Debtors. Pursuant to such order and for purposes of the Cases, on the Effective Date: (a) all intercompany claims, if any, by and among the Debtors will be eliminated; (b) all assets and liabilities of the Debtors will be merged or treated as though they were merged; (c) any obligation of any of the Debtors and all guarantees thereof executed by one or more of the Debtors will be deemed to be one obligation and such guarantees will be deemed one Claim against the consolidated Estate; (d) each and every Claim filed in each individual Case shall be deemed to be one Claim against the consolidated Estate; and (e) for purposes of determining the availability of the right of set-off under section 553 of the Bankruptcy Code, the Debtors shall be treated as one entity so that, subject to the other provisions of the Bankruptcy Code, debts due to any of the Debtors may be set-off against the debts of any of the Debtors. On the Effective Date, and in accordance with the terms of this Plan and the consolidation of the assets and liabilities of the Debtors, all Claims based upon guarantees of collection, payment or performance made by any Debtor as to the obligations of another Debtor shall be discharged, released and of no further force or effect.

SECTION III.
PROVISIONS FOR TREATMENT OF
ADMINISTRATIVE EXPENSES AND PRIORITY TAX CLAIMS

A. **ADMINISTRATIVE CLAIMS.** Subject to the allowance procedures herein, unless otherwise agreed by the holder of an Allowed Administrative Expense Claim (in which event such other agreement shall govern), each holder of an Allowed Administrative Expense Claim, other than Fee Claims, shall receive on the First Distribution Date or, if later, on the 15th (fifteenth) day after such Claim becomes Allowed, Cash in an amount equal to such Allowed Administrative Expense Claim.

Requests for payment of an Administrative Expense Claim arising prior to the Confirmation Date must be filed and served on the Debtors and the Committee, pursuant to procedures set forth in the Confirmation Order, no later than twenty (20) days after the Confirmation Date. Each request for payment of an Administrative Expense Claim must include, at a minimum, (a) the name of the holder of the Claim, (b) the amount of the Claim, and (c) the basis for the Claim. Failure to timely and properly file a request for payment of an Administrative Expense Claim shall result in the Administrative Expense Claim being forever barred and discharged. Allowed Administrative Expense Claims shall be paid from the Liquidation Trust Account in accordance with the Plan.

Notwithstanding the foregoing, except as provided by prior order of the Bankruptcy Court allowing the employment of professionals, all professionals asserting a Fee Claim must file and serve on the Debtors and such other entities who are designated by the Bankruptcy Rules, the Confirmation Order or other order of the Bankruptcy Court, an application for final allowance of compensation and reimbursement of expenses no later than twenty (20) days after the Confirmation Date. Allowed Fee Claims shall be paid by the Debtors from the Distribution Account and in accordance with the Bankruptcy Court order allowing such fees and expenses and any other applicable order of the Bankruptcy Court.

B. **PRIORITY TAX CLAIMS.** Unless otherwise agreed by the holder of an Allowed Priority Tax Claim (in which event such other agreement shall govern), each holder of an

Allowed Priority Tax Claim shall receive on the First Distribution Date or, if later, on the 15th (fifteenth) day after such Claim becomes Allowed, Cash equal to the amount of such Allowed Priority Tax Claim. Allowed Priority Tax Claims shall be paid from the Liquidation Trust Account in accordance with the Plan.

SECTION IV.
CLASSIFICATION OF CLAIMS AND INTERESTS

A Claim or Interest shall be deemed classified in a particular Class only to the extent that 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 the Claim or Interest qualifies within the description of such different Class.

Claims against and Interests in the Debtors are classified as set forth below.

1. Class 1- *Other Priority Claim.* Class 1 shall consist of Allowed Claims that are Other Priority Claims.
2. Class 2- *Secured Claim of the FCC.* Class 2 shall consist of the Allowed FCC Secured Claim.
3. Class 3- *Secured Claim of GD.* Class 3 shall consist of the Allowed GD Secured Claim.
4. Class 4- *Secured Claim of Lucent.* Class 4 shall consist of the Allowed Lucent Secured Claim.
5. Class 5- *Other Secured Claims.* Class 5 shall consist of all Allowed Secured Claims against the Debtors other than the Allowed FCC Secured Claim, the Allowed Lucent Secured Claim and the Allowed GD Secured Claim, and shall include the Secured Claims identified on the Other Secured Claim Schedule that have been Allowed.
6. Class 6- *Unsecured Claims against the Debtors.* Class 6 shall consist of all Allowed Unsecured Claims including, but not limited to, the Allowed Lucent Unsecured Claim and the Allowed GD Unsecured Claim.
7. Class 7- *Interests.* Class 7 shall consist of all Interests in the Debtors.

SECTION V.
IDENTIFICATION OF IMPAIRED AND UNIMPAIRED CLASSES

A. CLASSES OF CLAIMS IMPAIRED BY THIS PLAN AND ENTITLED TO VOTE. Claims in Classes 2, 3, 4, 5 and 6 are impaired by this Plan and the holders of Allowed Claims in such Classes are entitled to vote to accept or reject this Plan.

B. CLASSES OF CLAIMS NOT IMPAIRED BY THIS PLAN AND CONCLUSIVELY PRESUMED TO ACCEPT THIS PLAN. Claims in Class 1 are not impaired by this Plan. Under section 1126 (f) of the Bankruptcy Code, the holders of such claims are conclusively presumed to accept this Plan, and the acceptance of such holders will not be solicited.

C. INTERESTS IMPAIRED BY THIS PLAN AND DEEMED NOT TO HAVE ACCEPTED THIS PLAN. Interests in Class 7 are impaired by this Plan and do not receive or retain any property under this Plan. Under section 1126(g) of the Bankruptcy Code, the holders of Interests are deemed not to have accepted this Plan, and the acceptance of such holders will not be solicited.

SECTION VI.
TREATMENT OF CLASSIFIED CLAIMS AND INTERESTS

A. TREATMENT OF UNIMPAIRED CLASS

Class 1 - Allowed Other Priority Claims. Unless otherwise agreed to by the holder of an Allowed Other Priority Claim (in which event such other agreement shall govern), each holder of an Allowed Claim in Class 1 shall receive on the First Distribution Date or, if later, on the 15th (fifteenth) day after such Claim becomes Allowed, Cash equal to the amount of such Allowed Class 1 Claim; Claims in Class 1 are not impaired under the Plan. Allowed Other Priority Claims shall be paid from the Liquidation Trust Account in accordance with the Plan.

Pursuant to section 1126(f) of the Bankruptcy Code, the holders of Claims in Class 1 are conclusively presumed to have accepted the Plan and are not entitled to vote.

B. TREATMENT OF IMPAIRED CLASSES

1. *Class 2 – Secured Claim of the FCC*

- (a) In full and complete satisfaction of the Allowed FCC Secured Claim, upon: (x) each of the PITT Closing, the State College Closing and the Lebanon Closing, the FCC shall receive Cash equal to the principal amount of the promissory notes executed in connection with Devon's acquisition of the specific FCC Licenses assigned under said agreements, plus accrued interest, penalties and applicable fees due as of the respective closing dates; (y) the Keene Closing, the FCC shall receive Cash equal to the accrued principal, interest, penalties and applicable fees due as of the

Keene Closing under the promissory note executed in connection with Devon's acquisition of the specific FCC License assigned under said agreement; and (z) the Effective Date, the Remaining FCC Licenses shall be abandoned by Devon and the Devon Non-Debtor Subsidiaries and returned to the FCC without representation, warranty or recourse.

- (b) Pursuant to section 1126(a) of the Bankruptcy Code, the holder of the Claim in Class 2 is entitled to vote to accept or reject the Plan.

2. *Class 3 – Secured Claim of GD*

- (a) In full and complete satisfaction of the GD Secured Claim, on the First Distribution Date or, if later, on the 15th (fifteenth) day after such Claim becomes Allowed, GD shall receive Cash equal to the sum of \$80,701.75.
- (b) The Allowed GD Secured Claim shall be paid from the Liquidation Trust Account in accordance with the Plan.
- (c) Pursuant to section 1126(a) of the Bankruptcy Code, the holder of the Claim in Class 3 is entitled to vote to accept or reject the Plan.

3. *Class 4 – Secured Claim of Lucent*

- (a) In full and complete satisfaction of the Lucent Secured Claim, upon: (x) the Burlington & Rutland Closing, Lucent shall receive Cash equal to the sum of \$288,797 on account of the sale of the specific Lucent Equipment thereunder; (y) the Lebanon Closing, Lucent shall receive Cash equal to the sum of \$174,342 on account of the sale of the specific Lucent Equipment thereunder; and (z) the closing of the sale of the Remaining Lucent Equipment, Lucent shall receive a credit of \$1,942,820.74 toward the purchase price thereof against the Lucent Allowed Claim.
- (b) Pursuant to section 1126(a) of the Bankruptcy Code, the holder of the Claim in Class 4 is entitled to vote to accept or reject the Plan.

4. *Class 5 – Other Secured Claims*

- (a) Each holder of an Other Secured Claim shall, within ten (10) days prior to the Confirmation Hearing, file a written objection to the Other Secured Claim Estimate, attaching back-up and supporting documentation, to the extent that the holder of such Claim asserts that such holder's Claim is secured by any other or additional property of the Estate or the amount of the Other Secured Claim Estimate is incorrect. If no objection is timely received, the

description of the Collateral in the Other Secured Claim Schedule and the Other Secured Claim Estimate shall be binding for all purposes in these Cases upon the holder of such Claim and shall be an Allowed Secured Claim in the amount set forth in the Other Secured Claim Schedule. Each Person that is not set forth in the Other Secured Claim Schedule that asserts an interest in any property of the Estates or otherwise asserts a Secured Claim shall, within ten (10) days prior to the Confirmation Hearing, file a written objection to the exclusion of such Person from the Other Secured Claim Schedule, attaching all back-up and supporting documentation, to the extent that such Person asserts that such Person's Secured Claim is secured by any property of the Estates. If a Person asserts an interest in any property of the Estates and such Person is not set forth in the Other Secured Claim Schedule and such Person shall have failed to object to the Other Secured Claim Schedule or otherwise advised the Debtors in writing of its assertion of a Secured Claim at least ten (10) days prior to the Confirmation Hearing, (i) such Person shall be deemed for all purposes in these Cases to have waived and released its interest in any property of the Debtors' estates; and (ii) such Person shall be deemed to be a holder of a Claim 5 Claim.

- (b) Each holder of an Allowed Secured Claim, on the First Distribution Date or, if later, the 15th (fifteenth) day after such Claim becomes an Allowed Claim, at the Debtors' election, shall either be paid Cash in an amount equal to the value of the holder's interest in the Debtors' interest in the Collateral securing such claim, or shall receive such Collateral, to the extent not already received, without representation, warranty or recourse.
- (c) To the extent that the Debtors elect to satisfy an Allowed Other Secured Claim in Cash, such Cash payment shall be made from the Liquidation Trust Account in accordance with the Plan.
- (d) Pursuant to section 1126(a) of the Bankruptcy Code, holders of Allowed Claims in Class 5 are entitled to vote to accept or reject the Plan.

5. *Class 6 – Unsecured Claims*

- (a) On the First Distribution Date or, if later, the 15th (fifteenth) day after such Claim becomes Allowed, and on each Distribution Date thereafter, each holder of an Allowed Unsecured Claim shall receive a Pro Rata Distribution of the Net Proceeds (if available) from the Liquidation Trust Account as set forth in Section VIII of the Plan.

- (b) Pursuant to section 1126(a) of the Bankruptcy Code, holders of Allowed Claims in Class 6 are entitled to vote to accept or reject the Plan.

6. *Class 7 – Interests*

- (a) No Interests shall be deemed Allowed. There shall be no distribution to holders of Interests. Such Interests shall be deemed cancelled on the later of (a) the Effective Date, and (b) the day following which all of the Pending Purchase and Sale Agreements have closed.
- (b) Pursuant to section 1126(a) of the Bankruptcy Code, holders of Interests are conclusively presumed to have rejected the Plan.

SECTION VII.

TREATMENT OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES

A. REJECTION. As authorized by section 1123(b)(2) of the Bankruptcy Code, except for those executory contracts and unexpired leases (a) as to which the Debtors have filed prior to the Confirmation Date a motion to assume and assign or a motion to reject, (b) that have been assumed and assigned or rejected pursuant to a prior order of the Bankruptcy Court, or (c) as to which the Debtors' time to assume or reject has been extended pursuant to a prior order of the Bankruptcy Court (and such time has not expired), all executory contracts and unexpired leases to which the Debtors are or were a party are deemed rejected as of the Effective Date.

Each Person that is a party to an executory contract or unexpired lease rejected pursuant to the Plan (and only such entities) will be entitled to file, not later than thirty (30) days following the Confirmation Date, a proof of claim for damages alleged to have been suffered due to such rejection; provided, however, that the opportunity afforded an entity whose executory contract or unexpired lease is rejected pursuant to the Plan to file a proof of claim on or before such date shall in no way apply to entities that may assert a claim on account of an executory contract or unexpired lease that was previously rejected by the Debtors for which a prior bar date was established. Any Person that has a Claim for damages as a result of the rejection of an executory contract or unexpired lease pursuant to the terms of the Plan that does not file a proof of claim in accordance with the terms and provisions of the Plan will be forever barred from asserting such Claim against any of the Debtors or any property of the Estates.

SECTION VIII.

IMPLEMENTATION OF PLAN

A. PLAN FUNDING. The Plan, and all of the payments required to be made hereunder, is to be funded by the proceeds of the liquidation of the Debtors' assets, all of which is more fully described in the Disclosure Statement. In summary, the proceeds collected from the liquidation of assets, including the proceeds of the Purchase and Sale Agreements and the Causes of Action, if any, shall provide the means for implementation of the Plan. The proceeds of the liquidation of the Debtors' assets shall be deposited into certain accounts and distributed to

creditors by either the Debtors or the Liquidation Trustee, as the case may be, solely in accordance with the terms of the Plan.

B. COMPRISE, SETTLEMENT AND EXCULPATION.

1. *Exculpation and Limitation of Liability.* Except as otherwise specifically provided in this Plan and except for claims arising out of a breach of the Plan, the Debtors, the Employees, the Liquidating Trustee, the Committee, the members of the Committee in their representative capacity, any of such parties' respective present or former members, managers, officers, directors, employees, advisors, attorneys, business consultants, representatives, financial advisors, or agents and any of such parties' successors and assigns, shall not have or incur, and hereby release, any Claim, Interest, cause of action or other legal or equitable rights against one another, or any of the foregoing parties' respective agents, employees, representatives, financial advisors, attorneys or affiliates, or any of their successors or assigns, for any act or omission in connection with, relating to or arising out of the Cases, the pursuit of confirmation of the Plan, the consummation of the Plan, the administration of the Plan or the property to be distributed under the Plan, except for their willful misconduct, and in all respects all such parties shall be entitled to reasonably rely upon the advice of counsel with respect to their duties and responsibilities under the Plan.

Notwithstanding any other provision of this Plan, no holders of a Claim or Interest, or other party in interest, none of their respective agents, employees, representatives, financial advisors, attorneys or affiliates, and no successors or assigns of the foregoing, shall have any right of action against the Debtors, the Employees, the Liquidating Trust, Liquidation Trustee, the Committee, the members of the Committee in their representative capacity, or any of such parties' respective present or former members, managers, advisors, attorneys, representatives, financial advisors, or agents or such parties' successors and assigns, for any act or omission in connection with, relating to or arising out of the Cases, the pursuit of confirmation of the Plan, the consummation of the Plan, the administration of the Plan or the property to be distributed under the Plan, except for their willful misconduct, and in all respects all such parties shall be entitled to reasonably rely upon the advice of counsel with respect to their duties and responsibilities under the Plan.

2. *No Liability for Solicitation or Participation.* As specified in section 1125(e) of the Bankruptcy Code, Persons that solicit acceptances or rejections of this Plan, in good faith and in compliance with the applicable provisions of the Bankruptcy Code are not liable, on account of such solicitation or participation, for violation of any applicable law, rule, or regulation governing the solicitation of acceptances or rejections of this Plan or the offer, issuance, sale or purchase of securities.

3. *Compromises and Settlements.* Pursuant to Bankruptcy Rule 9019(a), the Debtors may compromise and settle various (a) Claims against them, and (b) claims that they have against other Persons. The Debtors expressly reserve the right (with Bankruptcy Court approval, following appropriate notice and opportunity for a hearing) to compromise and settle up to and including the Effective Date Claims against them and claims that they may have against other Persons. On the Effective Date, the rights set forth in this paragraph shall pass exclusively to the Liquidation Trustee under the Liquidation Trust .

4. *Disallowance of Contribution Claims.* Subject to the appropriate notice requirements set forth in the Bankruptcy Code, Bankruptcy Rules and local rules of the Bankruptcy Court, the Confirmation Order shall provide that any Claim for reimbursement, indemnification, contribution or subrogation of an entity that is liable with the Debtors on or that has secured the Claim of a creditor not heretofore disallowed by order of the Court (other than such a Claim by Adelphia Communications Corporation) shall be disallowed to the extent (a) such creditor's Claim against the Debtors is disallowed, (b) such Claim for reimbursement, indemnification, contribution or subrogation is contingent as of the Confirmation Date, or (c) such entity asserts a right of subrogation to the rights of such creditor under section 509 of the Bankruptcy Code except as otherwise specifically provided therein.

5. *Objections to Claims.* The failure by the Debtors or the Liquidating Trust to object to, or examine, any Claim or Interest for purposes of voting shall not be deemed a waiver of any such entities' right to object to (to the extent of any Claim that is not expressly Allowed in the Plan) or reexamine the Claim or Interest in whole or in part for any other purpose, including, but not limited to, distribution of property.

C. **POST-CONFIRMATION COMMITTEE.** On or before the Effective Date, the persons designated by the Committee to serve on the Post-Confirmation Committee shall be made known to the Debtors. The Post-Confirmation Committee will come into existence only if either of the following events occur: (1) a written request to have such committee come into existence is made by one of the persons designated to serve on the Post-Confirmation Committee to the other two designees, with written notice thereof to the Debtors and the Committee; or (2) upon entry of an order of the Bankruptcy Court requiring the Post-Confirmation Committee to be formed to carry out the provisions of the Plan. If a written request is made by one of the persons designated to serve on the Post-Confirmation Committee, as provided in clause (1) of the preceding sentence, the Post-Confirmation Committee shall come into existence three (3) days after such written request is made. The Post-Confirmation Committee shall have the right to remove the Liquidation Trustee in the discretion of such committee. In the event of any vacancy occurring in the position of Liquidation Trustee, the Post-Confirmation Committee shall appoint the replacement. All decisions of the Post-Confirmation Committee shall be by majority vote. Any person who serves on the Post-Confirmation Committee shall also be eligible to serve as Liquidation Trustee. The Post-Confirmation Committee shall be permitted to retain professionals to assist it in fulfilling its obligations under the Plan. Any professionals retained by the Post-Confirmation Committee shall be entitled to reasonable compensation from the Liquidation Trust for services rendered and reimbursement of expenses incurred. The reasonable and necessary fees and expenses of the Post-Confirmation Committee, and any professionals retained by the Post-Confirmation Committee, shall be paid in the ordinary course of business and shall not be subject to the approval of the Bankruptcy Court. In the event of a vacancy on the Post-Confirmation Committee, such vacancy shall be filled by the Persons who served on and comprised the committee which initially selected the member who has vacated his position.

D. **POST-CONFIRMATION CONDUCT OF DEBTORS.** From and after the Confirmation Date through the Effective Date, the Debtors, through their representatives, shall fulfill the specific duties assigned to the Debtors in accordance with the Plan including, but not limited to, taking all actions necessary to consummate the closings of each of the Purchase and

Sale Agreements. The Debtors shall have full power and authority to execute, deliver, file or record such documents, instruments, releases and other agreements, and take such actions as may be necessary or appropriate to effectuate and further evidence the terms and conditions of the Plan. The Debtors shall be permitted to retain professionals to assist it in fulfilling its obligations under the Plan. Any professionals retained by the Debtors shall be entitled to reasonable compensation for services rendered and reimbursement of expenses incurred. The fees and expenses of the professionals retained by the Debtors that are incurred after the Confirmation Date shall be paid from the Distribution Account in the ordinary course of business and shall not be subject to the approval of the Bankruptcy Court. Within five (5) Business Days of the Effective Date, the Debtors shall file a report with the Bankruptcy Court (and shall provide a copy to the Liquidation Trustee and the Post-Confirmation Committee) summarizing all of the fees and expenses paid from the Distribution Account pursuant to this Section of the Plan.

E. LIQUIDATION TRUST

1. *The Liquidation Trust.* On the Effective Date, the Liquidation Trust shall be established pursuant to the Liquidation Trust Agreement for the purpose of consummating the Pending Purchase and Sale Agreements, administering and prosecuting all Causes of Action, and distributing any and all proceeds thereof in accordance with the Plan and Liquidation Trust Agreement. All of the Pending Purchase and Sale Agreements and Causes of Action shall be deemed to have been transferred to and shall vest in the Liquidation Trust, free and clear of all Claims, Liens and Interests, on the Effective Date. Notwithstanding the foregoing, none of the FCC Licenses shall be transferred or assigned to the Liquidation Trust. The sole beneficiaries of the Liquidation Trust shall be the holders of Allowed Administrative Expense Claims, Allowed Priority Tax Claims, Allowed Other Priority Claims and Allowed Claims in Classes 3, 5 and 6. In addition, on the Effective Date, in consideration of the rights and beneficial interests in the Liquidation Trust granted pursuant this Plan, each holder of an Allowed Claim in Classes 3, 5 and 6 shall be deemed to have transferred to the Liquidation Trust any and all claims and causes of action such holders may have against any Person, including, but not limited to, the Causes of Action.

2. *Liquidation Trust Agreement.* On the Effective Date, the Debtors, on their own behalf and on behalf of holders of Allowed Administrative Expense Claims, Allowed Priority Tax Claims, Allowed Other Priority Claims and Allowed Class 3, 5 and 6 Claims, shall execute the Liquidation Trust Agreement and shall take all other steps necessary to establish the Liquidation Trust. The Liquidation Trust Agreement shall contain the provisions set forth in the Plan as well as such other provisions customary to trust agreements utilized in comparable circumstances, including, but not limited to, any and all provisions necessary to govern the rights, powers, obligations and appointment and removal of the Liquidation Trustee and to ensure the treatment of the Liquidation Trust as a liquidating trust for federal income tax purposes. The Liquidation Trust shall be subject to the oversight and jurisdiction of the Bankruptcy Court. No later than December 31, 2003, and no later than every three months thereafter, the Liquidation Trustee shall file with the Bankruptcy Court reports reflecting (a) the status of the Pending Purchase and Sale Agreements, (b) the status of the Causes of Action, including the status of all adversary and other proceedings filed with respect to the Causes of Action and compromises and settlements related to the Causes of Action, (c) a summary of

amounts received and collected, Distributions made pursuant to the Plan, fees and expenses paid or incurred by the Liquidation Trust, current balances of the Liquidation Funding Amount and all accounts or reserves established by the Liquidation Trust, and (d) such other information as directed by the Bankruptcy Court or reasonably requested by the Debtors (if not yet dissolved). The Liquidation Trustee shall serve all such reports on the Post-Confirmation Committee and its counsel, the Debtors (if not dissolved), and their counsel.

3. *Transfer of Assets.* The transfer of the liquidating Trust Assets, including, but not limited to, all of the Debtors' right, title and interest in the Pending Purchase and Sale Agreements and the Causes of Action, to the Liquidation Trust shall be made, as provided herein, for the benefit of the holders of Allowed Administrative Expense Claims, Allowed Priority Tax Claims, Allowed Other Priority Claims and Allowed Class 3, 5 and 6 Claims. In this regard, on the Effective Date, the Debtors shall transfer (and shall be deemed to have irrevocably transferred) to the Liquidation Trust all of their right, title and interest in the Pending Purchase and Sale Agreements and the Causes of Action for and on behalf of the beneficiaries of the Liquidation Trust. Notwithstanding the foregoing, none of the FCC Licenses shall be transferred or assigned to the Liquidation Trust. Upon said transfer, the Debtors will have no reversionary or further interest in or with respect to the Liquidation trust Assets. For all federal income tax purposes, the beneficiaries of the Liquidation Trust shall be treated as grantors and owners thereof and it is intended that the Liquidation Trust be classified as a liquidating trust under section 301.7701-4 of the Treasury Regulations and that such trust is owned by its beneficiaries. Accordingly, for federal income tax purposes, it is intended that the beneficiaries be treated as if they had received a distribution of an undivided interest in the Pending Purchase and Sale Agreements and the Causes of Action and then contributed such interests to the Liquidation Trust. The Debtors shall execute such documents or instruments reasonably requested by the Liquidation Trustee necessary to effectuate such transfer. The Liquidation Trust shall initially be funded by the Liquidation Trust Funding Amount which shall be transferred to the Liquidation Trustee on the Effective Date. The Liquidation Trust shall be administered by the Liquidation Trustee for the benefit of the holders of the Allowed Administrative Expense Claims, Allowed Priority Tax Claims, Allowed Other Priority Claims and Allowed Claims in Classes 3, 5 and 6.

4. *Appointment of the Liquidation Trustee.* The Liquidation Trustee will be designated at or prior to the Confirmation Hearing and shall be the exclusive trustee of the Liquidation Trust Assets for purposes of 31 U.S.C. § 3713(b) as acting under title 11, as well as the representative of the Estates appointed pursuant to section 1123(b)(3)(B) of the Bankruptcy Code. Powers, rights and responsibilities of the trustee shall be specified in the Liquidation Trust Agreement and shall include the authority and responsibility to: (a) perform all functions and take the actions necessary to close and consummate each of the Pending Purchase and Sale Agreements, (b) prosecute for the benefit of the Liquidation Trust all Causes of Actions transferred to the Liquidation Trust (whether such suits are brought in the name of the Liquidation Trustee or the Estates); and (c) otherwise perform the functions and take the actions provided for or permitted herein or in any other agreement executed by the Liquidation Trustee pursuant to the Plan. Any and all proceeds generated from such Pending Purchase and Sale Agreements, claims, rights, and Causes of Action shall be property of the Liquidation Trust, subject to the terms and provisions of the Plan. The Liquidation Trustee shall, in an expeditious but orderly manner, liquidate and convert to cash the Liquidation Trust Assets. In so doing, the

Liquidation Trustee will exercise its reasonable business judgment in liquidating the assets. The liquidation of the Liquidation Trust Assets may be through the prosecution or settlement of any or all claims, rights, or Causes of Action, or otherwise. The Liquidation Trustee shall have absolute discretion to pursue or not to pursue any and all claims, rights, or Causes of Action, as it determines is in the best interests of the beneficiaries of the Liquidation Trust and consistent with the purposes of the Liquidation Trust, and shall have no liability for the outcome of its decision except for gross negligence and willful misconduct. The Liquidation Trustee may incur any reasonable and necessary expenses in connection with its rights and obligations hereunder including, but not limited to retaining attorneys and such other professionals and employees to assist the Liquidation Trustee in fulfilling his obligations hereunder. The Liquidation Trustee shall be entitled to reasonable compensation from the Liquidation Trust Assets as follows: a monthly fee to be negotiated and determined by the Post-Confirmation Committee until terminated and reimbursement of reasonable and necessary expenses. Any professionals or employees retained by the Liquidation Trustee shall be entitled to reasonable compensation from the Liquidation Trust Assets for services rendered and reimbursement of expenses incurred. The reasonable and necessary expenses of the Liquidation Trustee, and any professionals and employees retained by the Liquidation Trustee shall be paid in the ordinary course of business and shall not be subject to approval of the Bankruptcy Court. The Liquidation Trustee shall be permitted to retain professionals who were representing other parties in these cases including counsel to the Committees. The Liquidation Trustee shall also be permitted to obtain insurance coverage with respect to the liabilities and obligations of the Liquidation Trustee under the Liquidation Trust Agreement and the Plan (in the form of an errors and omissions policy or otherwise) which expense shall be borne by the Liquidation Trust. The Liquidation Trustee shall serve without bond.

5. *Rights and Duties of the Liquidation Trustee.* In addition to the powers and duties set forth above and in the Liquidation Trust Agreement, the Liquidation Trustee shall be empowered, authorized and directed to take all actions necessary to comply with the terms of the Plan and to exercise and fulfill its powers and obligations thereunder, including, without limitation, to:

- (a) calculate, implement and make distributions to the holders of Allowed Administrative Expense Claims, Allowed Priority Tax Claims, Allowed Other Priority Claims and Allowed Claims in Classes 1, 2, 3, 4 and 5 as provided by the Plan;
- (b) calculate, implement and make Distributions of the Net Proceeds to the holders of Allowed Claims in Class 6 as provided by the Plan;
- (c) employ, retain and replace attorneys, accountants, other professionals, agents, investigators, expert witnesses, consultants and advisors as necessary to discharge its duties under the Plan;
- (d) establish reserves and open, maintain and administer bank accounts as necessary to discharge its duties under the Plan;

- (e) object to the allowance of Claims pursuant to the terms of the Plan, including, without limitation, Fee Claims, Administrative Expense Claims, Priority Tax Claims, Other Priority Claims, Secured Claims and Unsecured Claims;
- (f) pay its reasonable and necessary professional fees, costs and expenses from the Liquidation Trust Assets in the ordinary course without further order of the Bankruptcy Court;
- (g) investigate, analyze, prosecute and otherwise administer the Causes of Action for the benefit of the beneficiaries of the Liquidation Trust;
- (h) take possession and control of, administer, maintain and dispose of documents, books and records related to the Pending Purchase and Sale Agreements and Causes of Action;
- (i) commence, prosecute and litigate all necessary and appropriate judicial, administrative and other actions or proceedings, including, without limitation, arbitration and other alternative dispute resolution mechanisms;
- (j) take all other necessary and appropriate steps to collect, recover, liquidate or otherwise reduce to Cash the Pending Purchase and Sale Agreements and the Causes of Action;
- (k) obtain, domesticate, record and enforce judgments related to the Causes of Action and exercise all available collection rights and remedies under applicable law;
- (l) compromise and settle Claims related to the Causes of Actions without approval of the Bankruptcy Court; provided, however, that prior to taking any action to settle or compromise a Claim having a value (as determined by the Liquidation Trustee upon the advice of the Liquidation Trustee's professionals) in excess of fifty thousand dollars (\$50,000), the Liquidation Trustee shall procure the approval of the Bankruptcy Court and provide notice thereof to the United States Trustee, counsel to the Post-Confirmation Committee (and if no counsel, then upon each member of such committee), and counsel to the Debtors;
- (m) make reports to and respond to requests for information from holders of Allowed Claims regarding the status of the Pending Purchase and Sale Agreements and the Causes of Action or Distributions under the Plan;

- (n) represent the Estates before the Bankruptcy Court and any other courts of competent jurisdiction with respect to the Causes of Action;
- (o) assert, enforce, prosecute, vindicate and preserve on behalf of the Estates all rights, remedies, claims, interests and defenses related to the Causes of Action, including, without limitation, all rights and remedies arising under section 550 of the Bankruptcy Code and all rights and remedies arising under any directors and officers insurance policy related to the Causes of Action;
- (p) appear as a party in interest in any action or proceeding over which the Bankruptcy Court has retained jurisdiction pursuant to Section XII of the Plan, or in other courts of competent jurisdiction, as necessary to discharge its duties under the Plan;
- (q) seek the examination of any entity under, and subject to, the provisions of Bankruptcy Rule 2004;
- (r) comply with the registration and reporting requirements of the Securities and Exchange Act of 1934, as amended, or the Investment Company Act of 1940, as amended, to the extent applicable;
- (s) appeal from Final Orders relating to the Causes of Action;
- (t) appear as a party in interest in any appeal of (i) the Confirmation Order; (ii) any Final Order relating to the Causes of Action and Creditor Claims; and (iii) any Final Order entered by the Bankruptcy Court in any action or proceeding;
- (u) comply with applicable orders of the Bankruptcy Court and any other courts with jurisdiction over the matters set forth herein;
- (v) comply with all applicable laws and regulations concerning the matters set forth herein including the filing of applicable tax returns;
- (w) exercise such other powers as may be vested in the Liquidation Trust Agreement, the Plan, or further order of the Bankruptcy Court; and
- (x) execute any documents, instruments, contracts and agreements necessary and appropriate to carry out its powers and duties.

6. *Distribution of Liquidation Trust Assets.* The Net Proceeds of the Liquidation Trust shall be distributed Pro Rata to the holders of Allowed Class 6 Claims.

7. *Certification and Transferability of Beneficial Interests in the Liquidation Trust.* Unless the Liquidation Trustee determines otherwise, (a) holders of beneficial interests in the Liquidation Trust will not be certificated and no security of any sort will be distributed to holders of Allowed Claims with respect to their beneficial interest in the Liquidation Trust and (b) beneficial interests in the Liquidation Trust shall not be transferable. The holders of beneficial interests shall be recorded and set forth in a register maintained by the Liquidation Trustee.

8. *Indemnification.* Neither the Liquidation Trustee nor the Post-Confirmation Committee (and members thereof), nor any director, officer, affiliate, employee, employer, agent or representative of the Liquidation Trustee or the Post-Confirmation Committee shall be personally liable in connection with the affairs of the Liquidation Trust to any beneficiary of the Liquidation Trust, or the Liquidation Trust, or any other person, except for such of the Liquidation Trustee's acts or omissions as shall constitute fraud, willful misconduct or gross negligence. Except in those situations in which the Liquidation Trustee or Post-Confirmation Committee (and members thereof) is not exonerated of personal liability as aforesaid, the Liquidation Trustee (including each former Liquidation Trustee) and the Post-Confirmation Committee (and members thereof), shall be defended, held harmless and indemnified from time to time from the Liquidation Trust Assets against any and all losses, claims, costs, expenses and liabilities (including legal fees and expenses) and any costs of defending any action to which the Liquidation Trustee or Post-Confirmation Committee (and members thereof) may be subject in connection with any other action, suit, proceeding or investigation brought or threatened against the Post-Confirmation Committee (and members thereof) and the Liquidation Trustee in such Liquidation Trustee's capacity as Liquidation Trustee or in any other capacity contemplated by the Plan or the Liquidation Trust Agreement or in any manner arising out of or related to the Plan, the Liquidation Trust Agreement or the affairs of the Liquidation Trust. The Liquidation Trust shall indemnify and hold harmless employees and agents of the Liquidation Trust and the Post-Confirmation Committee to the same extent as is provided for in this section for the Liquidation Trustee and the Post-Confirmation Committee.

9. *Liquidation Trustee Exculpation.* From and after the Effective Date, the Post-Confirmation Committee and the Liquidation Trustee, together with its members, agents, employees, professionals, and representatives, hereby are exculpated by all Persons, including all holders of Claims against and Interests in the Debtors, and parties in interest in the Cases, and each of them, from any and all claims, causes of action, and other assertions of liability arising out of the discharge of the powers and duties conferred upon the Post-Confirmation Committee and the Liquidation Trustee by the Plan, any Final Order of the Bankruptcy Court entered pursuant to or in furtherance of the Plan, or applicable law, except for acts or omissions arising out of or related to their gross negligence or willful misconduct. No holder of a Claim against or Interest in the Debtors, or either of them, shall have or pursue any Claim or cause of action against (a) the Post-Confirmation Committee or the Liquidation Trustee or its members, employees, agents, professionals, and representatives in connection with or arising out of discharging its powers and duties in accordance with the Plan or (b) any holder of a Claim for receiving or retaining Distributions as provided by the Plan, except for acts or omissions arising out of or related to their gross negligence or willful misconduct.

SECTION IX.
PROVISIONS COVERING DISTRIBUTIONS

A. PROCEDURE FOR DETERMINATION OF CLAIMS.

1. *Objections To Claims.* Notwithstanding the occurrence of the Confirmation Date, and except as to any Claim that has been Allowed prior to such date or pursuant to this Plan, the Debtors and the Liquidation Trustee, or any other Person authorized under section 502(a) of the Bankruptcy Code may object to the allowance of any Claim against the Debtors or seek estimation thereof on any grounds permitted by the Bankruptcy Code by filing the appropriate pleading with the Bankruptcy Court at any time prior to the first Business Day that is ninety (90) days after the Confirmation Date, which date may be extended by *ex parte* motion by the Liquidation Trustee without notice or hearing.

2. *Disputed Claims.* Payments or Distributions under the Plan on account of Disputed Claims shall be held in reserve pending the allowance or disallowance of the Claim. To the extent any property is distributed to an entity on account of a Claim that is not an Allowed Claim, such property shall promptly be returned to the Debtors for deposit in the Distribution Account or to the Liquidation Trustee as appropriate. To the extent that a Disputed Claim ultimately becomes an Allowed Claim, payments and distributions on account of such Allowed Claim shall be made in accordance with the provisions of the Plan. As soon as practicable after the date that the order or judgment of the Bankruptcy Court allowing such Claim becomes a Final Order, any property held in reserve pursuant to the Plan that would have been distributed prior to the date on which a Disputed Claim becomes an Allowed Claim shall be distributed, together with any dividends, payments or other distributions made on account of such property from the date such distributions would have been due had such Claim then been an Allowed Claim to the date such distributions are made.

B. DISTRIBUTIONS.

1. *Distribution by Debtors on Allowed Claims.* Within five (5) Business Days of the Effective Date, the Debtors shall transfer or cause to be transferred all Cash remaining in the Distribution Account to the Liquidation Trust Account after (a) a reserve for outstanding checks issued; (b) payment of the Allowed Fee Claims; (c) a reserve for pending Fee Claims; and (d) payment of, or a reserve for, the fees and expenses of the Debtors' professionals as permitted under Section VIII of the Plan. The Liquidation Trustee shall provide the Post-Confirmation Committee with a report within two (2) weeks of the Effective Date summarizing (a) the funds transferred from the Distribution Account to the Liquidation Trust Account; (b) the funds held in the Liquidation Trust Account; (c) the amounts paid and to whom such payments were made; and (d) the amounts of outstanding or Disputed Administrative Expense Claims, Priority Tax Claims, Other Priority Claims, Other Secured Claims and Unsecured Claims. Thereafter, such reports will be provided within one (1) week of the last day of each calendar month reflecting activities within such month. On the First Distribution Date, and except as otherwise provided in the Plan or an order of the Bankruptcy Court, the Liquidation Trustee shall make (a) Distributions from the Liquidation Trust Account to holders of Allowed Administrative Expense Claims, Allowed Priority Tax Claims, Allowed Other Priority Claims and Allowed

Other Secured Claims as provided for under the Plan; and (b) Distributions of the Net Proceeds to the holders of the Allowed Unsecured Claims as provided for under the Plan

2. *Undeliverable Distributions.* Except as otherwise provided herein, distributions to holders of Allowed Claims shall be made: (a) at the addresses set forth on the respective proofs of Claim filed by such holders; (b) at the addresses set forth in any written notice of address change delivered to the Debtors or the Liquidation Trustee after the date of the filing of any related proof of Claim; or (c) at the address reflected in the Schedules or the Debtors' books and records if no proof of Claim has been filed and if the Debtors or the Liquidation Trustee has not received written notice of a change of address. If a Distribution is returned as undeliverable, the maker of such Distribution (the Debtors or the Liquidation Trustee, as appropriate, and for the purposes of this Section IX of the Plan, the "Transferor") shall hold such Distribution and shall not be required to take any further action with respect to the delivery of the Distribution unless and until the earlier of (1) the date on which Transferor is notified in writing of the then current address of the holder entitled to receive the Distribution, or (2) March 31, 2004, except as the Bankruptcy Court may otherwise order. If the Transferor is notified in writing of the then current address of the holder prior to March 31, 2004, the Transferor shall promptly make the Distribution required by the Plan to the holder at the then current address. If the Transferor is not so notified, by March 31, 2004, and the holder of the Claim does not by such date assert a right to such undeliverable Distribution, the holder shall be forever barred from asserting a Claim to such undeliverable Distribution, which shall become available for distribution to holders of other Allowed Claims as provided in the Plan.

3. *Manner of Payment.* Distributions by the Debtors may be made, at their option, in cash, by wire transfer or by a check drawn on the Distribution Account. Distributions by the Liquidation Trustee may be made, at the option of the Liquidation Trustee, in Cash, by wire transfer or by check drawn on such accounts established by the Liquidation Trustee as necessary to effectuate the Plan pursuant to Section VIII of the Plan.

4. *Interest.* Unless otherwise specifically set forth in the Plan, post-petition interest shall not accrue or be paid on any Claims, and no holder of a Claim shall be entitled to interest accruing on or after the Petition Date on any Claim.

5. *Fractional Dollars; De Minimis Distributions.*

- (a) Whenever any payment of a fraction of a cent would otherwise be called for, the actual payment shall reflect a rounding of such fraction to the nearest whole cent.
- (b) No Distribution will be made on account of any Allowed Claim to the holder of any such Allowed Claim if the amount of such Distribution for the Allowed Claim is less than \$25.00. Immediately before the Final Distribution Date, the Liquidation Trustee shall (i) aggregate the amount of all Distributions that would have been made on account of an Allowed Claim but for this de minimis provision and (ii) on the Final Distribution Date,

make a Distribution on account of such Allowed Claim if the aggregate amount meets or exceeds \$25.00.

6. *Distributions on Claims Allowed Pursuant to section 502(h) of the Bankruptcy Code.* Except as otherwise provided in the Plan, no Distributions shall be made on account of a Claim arising as a result of a Final Order entered in an Avoidance Action until such Claim becomes an Allowed Claim. Any Claim that is allowed pursuant to section 502(h) of the Bankruptcy Code prior to the First Distribution Date as a result of the entry of a Final Order in any Avoidance Action will be treated in accordance with the provisions of the Plan. All holders of such Claims that become Allowed Claims after the First Distribution Date will receive an initial distribution on the Distribution Date next following the date on which their Claim becomes an Allowed Claim and shall receive subsequent Distributions, if any, in accordance with the provisions of the Plan. Distributions under the Plan on account of anticipated Claims that may arise or become allowable as a result of the entry of a Final Order in any Avoidance Action that are not Allowed Claims as of the initial Distribution Date may be held in reserve, at the discretion of the Litigation Trustee, pending the allowance or disallowance of such Claims.

7. *Compliance with Tax Requirements.* In compliance with section 346 of the Bankruptcy Code, to the extent applicable, the Debtors and the Liquidation Trustee shall comply with all withholding and reporting requirements imposed by federal, state or local taxing authorities in connection with making Distributions pursuant to the Plan. The Debtors and the Liquidation Trustee shall be authorized to take any and all action necessary and appropriate to comply with such requirements. As a condition to making any Distribution under the Plan, the Transferor of a Distribution may require the holder of an Allowed Claim to provide such holder's taxpayer identification number, and such other information, certification or forms as necessary to comply with applicable tax reporting and withholding laws. Notwithstanding any other provision of this Plan, each entity receiving a Distribution of Cash pursuant to this Plan shall have sole and exclusive responsibility for the satisfaction and payment of tax obligations imposed by any governmental unit, including income, withholding and other tax obligations, on account of any such Distribution.

8. *Reserve for Disputed Claims.* Except as otherwise provided in the Plan, no Distributions shall be made on account of a Disputed Claim until such claim becomes an Allowed Claim. In making any Distribution on Allowed Claims, the Transferor shall calculate the amount of such Distribution (for purposes of making a Pro Rata calculation) as if each Disputed Claim were an Allowed Claim, unless the Bankruptcy Court enters an order specifying that the Disputed Claim should be treated as being a different amount for purposes of such calculation. The Transferor shall reserve from Distributions a sufficient amount to make a Distribution on a Disputed Claim in the event it becomes an Allowed Claim (unless the Bankruptcy Court orders otherwise). To the extent a Disputed Claim is disallowed pursuant to a Final Order, any reserves attributable to the disallowed portion of the Disputed Claim shall be distributed on account of Allowed Claims pursuant to the terms of the Plan.

9. *Setoffs.* Subject to section 553 of the Bankruptcy Code, in the event the Debtors have a Claim of any nature whatsoever against a holder of a Claim, the Debtors or the Liquidation Trustee may, but are not required to, set off the Debtors' Claim against such Claim (and any Distributions or other rights to receive property arising out of such Claim under the

Plan) unless any such Claim of the Debtors is or will be released under the Plan. Neither the failure to set off nor the allowance of any Claim under the Plan shall constitute a waiver or release of any Claim of the Debtors.

10. *Full and Final Satisfaction.* The treatment of all Claims and Interests as provided for in the Plan shall be in full, complete and final satisfaction, settlement, release and discharge of all Claims and Interests.

C. CANCELLATION OF DEBT AND OTHER INSTRUMENTS/ AGREEMENTS.

1. All notes, bonds, indentures, agreements, contracts or other instruments or documents evidencing or creating any indebtedness, obligation or liability of either of the Debtors shall be deemed canceled on the Effective Date.

D. RESERVATION OF RIGHTS OF THE ESTATES.

1. All claims, rights to payment, causes of action, cross-claims and counterclaims of the Debtors of any kind or nature whatsoever including, without limitation, the Causes of Action, against third parties arising before the Confirmation Date that have not been disposed of prior to the Confirmation Date shall be preserved and assigned to the Liquidation Trust in accordance with the procedure established by the Plan. Without limitation of the foregoing, except as otherwise provided in the Plan, pursuant to section 1123(b) of the Bankruptcy Code, the Debtors shall assign to the Liquidation Trustee for enforcement for the benefit of the holders of Allowed Class 6 Claims, the Causes of Action, including without limitation, (1) all Avoidance Actions, whether or not filed prior to the Effective Date, including, without limitation, those against the Persons listed by the Debtors, or either of them, in response to items in their respective Statements of Financial Affairs filed in the Cases; (2) all Claims, Causes of Action, and related recoveries against any Person; and (3) all other claims, rights to payment and causes of action, cross claims and counterclaims of any nature or type whatsoever, at law or in equity, against any Person or entity other than the Released Parties, whether or not filed prior to the Effective Date.

2. The foregoing enumeration of potential claims and causes of action is nonexclusive and shall not constitute a limitation or waiver of any claim, right to payment, demand or cause of action not so enumerated. Such claims and causes of action shall not, under any circumstances, be waived, deemed waived or otherwise limited as a result of the failure of the Debtors to describe a particular cause of action with more specificity. Without limitation, except as provided in Section VIII of the Plan, the Liquidation Trustee shall retain at least the same rights that a trustee under chapter 7 of the Bankruptcy Code would have with respect to all claims and causes of action. Accordingly, except as otherwise provided in the Plan, Confirmation of the Plan, approval of the Disclosure Statement, entry of the Confirmation Order, and the consummation of the Plan shall not constitute *res judicata*, collateral estoppel, claim preclusion or issue preclusion so as to preclude the prosecution of any claim or cause of action after Confirmation and will not in any way estop (judicially or otherwise) the Debtors or the Liquidation Trustee from transferring to the Liquidation Trust or the Liquidation Trustee from pursuing any claim or cause of action, except for the claims and causes of action released pursuant to Section VIII of the Plan.

SECTION X.
CONTINUED CORPORATE EXISTENCE; DISSOLUTION OF CERTAIN DEBTORS.

1. After the Effective Date, or as promptly thereafter as practical:
 - (a) the Debtors shall liquidate such assets of the Estates, if any, that were not liquidated or transferred in connection with the Liquidation Trust Assets, and shall transfer all proceeds thereof, if any, to the Liquidation Trust in accordance with the terms of the Plan;
 - (b) the Debtors and Liquidation Trustee, as the case may be, shall make such Distributions the Plan requires to be made; and
 - (c) the Debtors shall wind up their affairs consistent with applicable non-bankruptcy law including, but not limited to, the filing of federal, state and to the extent applicable, local, final tax returns.

2. After the Effective Date, the Debtors shall not engage in any ongoing business except to the extent necessary to liquidate its assets and fulfill its obligations pursuant to the Plan. As soon as practicable after the Effective Date, but in no event earlier than the date following which all of the Pending Purchase and Sale Agreements have closed, the Liquidation Trustee shall (i) effectuate the dissolution of the Debtors in accordance with the laws of the State of Delaware and any other applicable law, and (ii) cause the Cases to be closed.

3. The entry of the Confirmation Order shall constitute a direction and authorization to and of the Debtors and the Liquidation Trustee to take or cause to be taken any corporate action necessary or appropriate to consummate the provisions of this Plan without any requirement of further action by the members, stockholders, officers or directors of the Debtors (including, without limitation, the filing of or amending or restating the certificates of limited partnership of Devon, or the certificates of formation of the Devon Subsidiaries) and all such actions taken or caused to be taken shall be deemed to have been authorized and approved by the Bankruptcy Court.

SECTION XI.
CONDITIONS TO CONFIRMATION AND THE EFFECTIVE DATE

A. CONDITIONS TO OCCURRENCE OF THE EFFECTIVE DATE.

1. The Effective Date is conditioned upon the occurrence of the following conditions:
 - (a) the entry of the Confirmation Order by the Bankruptcy Court in form and substance acceptable to the Debtors and the Committee; and
 - (b) the Confirmation Order becomes a Final Order; and

(c) the PITT Closing.

Notwithstanding the failure to occur of any of the foregoing conditions to the Effective Date, the Effective Date may nonetheless occur if the Debtors and the Committee waive in writing the occurrence of such condition.

2. Without limiting the foregoing, the Effective Date may occur notwithstanding the pendency of an appeal of the Confirmation Order or any order related thereto so long as no stay is in effect. Upon notice to any objecting party, the Effective Date may occur before the expiration of time to take an appeal or to seek reconsideration of the Confirmation Order. In the event of any such appeal, the Debtors or the Committee may seek the dismissal of such appeal as moot following the Effective Date.

B. THE CONFIRMATION ORDER. If the Confirmation Order is vacated, pursuant to this section or otherwise, the Plan becomes null and void in all respects.

SECTION XII. MISCELLANEOUS

A. RETENTION OF JURISDICTION.

1. Following the Effective Date, the Bankruptcy Court shall retain such jurisdiction as is set forth in the Plan. Without in any manner limiting the scope of the foregoing, the Bankruptcy Court shall retain jurisdiction for the following purposes:

- (a) Except as otherwise provided in the Plan, to determine the allowability, classification, priority or subordination of Claims and Interests upon objection, or to estimate, pursuant to section 502(c) of the Bankruptcy Code, the amount of any Claim that is or is anticipated to be contingent or unliquidated as of the Effective Date, or to hear proceedings to subordinate Claims or Interests brought by any party in interest with standing to bring such objection or proceeding;
- (b) To construe and enforce the Plan and the documents and agreements filed in connection with the Plan and issue such orders as may be necessary for the implementation, execution and consummation of the Plan, including, but not limited to, the Purchase and Sale Agreements and issuing orders enforcing the releases and injunctions contained in the Plan;
- (c) To determine any and all applications for allowance of compensation and expense reimbursement for periods on or before the Effective Date, and to determine any other request for payment of administrative expenses;

- (d) To determine all matters that may be pending before the Bankruptcy Court on or before the Effective Date;
- (e) To resolve any dispute regarding the implementation or interpretation of the Plan that arises at any time before the Cases are closed, including, without limitation, determination, to the extent a dispute arises, of the entities entitled to a Distribution within any particular Class of Claims;
- (f) To determine all applications, adversary proceedings, contested matters and other litigated matters that were brought or that could have been brought on or before the Effective Date;
- (g) To determine all disputes, controversies, or claims related to or arising in connection with the Purchase and Sale Agreements and Causes of Action, Claims and all issues related to the Liquidation Trust, provided, however, that the Causes of Action may be brought by the Liquidation Trustee in any court of competent jurisdiction and the Bankruptcy Court's jurisdiction shall be nonexclusive in connection therewith;
- (h) To determine matters concerning local, state and federal taxes in accordance with sections 106, 346, 505 and 1146 of the Bankruptcy Code, and to determine any tax claims that may arise against the Debtors as a result of the transactions contemplated by the Plan;
- (i) To determine all disputes, controversies or issues that may arise in connection with the interpretation or enforcement of the Plan or the Confirmation Order, including, but not limited to, the interpretation and enforcement of the compromises, settlements and exculpation contained in the Plan;
- (j) To determine such other matters, or for such other purposes, as may be provided in the Confirmation Order; and
- (k) To modify the Plan pursuant to section 1127 of the Bankruptcy Code, or to remedy any apparent defect or omission in the Plan, or to reconcile any inconsistency in the Plan so as to carry out its intent and purposes; and
- (l) To enter a final decree closing the Cases.

2. Prior to the Effective Date, the Bankruptcy Court shall retain jurisdiction with respect to each of the foregoing items and all other matters that were subject to its jurisdiction prior to the Effective Date.

3. Notwithstanding any other provision of the Plan, the Liquidation Trustee may bring Causes of Action in any court of competent jurisdiction, including, but not limited to the Bankruptcy Court.

B. **INSURANCE PRESERVATION.** Any policies of insurance or indemnification escrows that may cover any claims against the Debtors or any other Person, including any directors or officer liability insurance policy, remain enforceable following entry of the Confirmation Order and upon the occurrence of the Effective Date, and nothing in the Plan, including any releases, shall diminish or impair same.

C. **TAX INJUNCTION; EXCULPATION.**

1. In accordance with section 346 of the Bankruptcy Code for purposes of any state or local law imposing a tax, income will not be realized by the Debtors by reason of forgiveness or discharge or indebtedness resulting from the Cases. As a result, each state or local taxing authority is permanently enjoined and restrained, after the Confirmation Date, from commencing, continuing or taking any act to impose, collect or recover in any manner any tax against the Debtors arising by reason of the forgiveness or discharge of any such Person under the Plan.

D. **DISSOLUTION OF COMMITTEE.** The Committee shall continue in existence until the Effective Date. On the Effective Date, (i) the Committee shall dissolve and their respective members shall be released of their duties, responsibilities and obligations in connection with the Cases or the Plan, and (ii) the retention or employment of the Committee's respective professionals and agents shall terminate.

E. **EFFECTUATING DOCUMENTS; FURTHER TRANSACTION; EXCEPTION FROM TRANSFER TAXES.**

1. Upon Confirmation, the Debtors shall be authorized to (a) execute, deliver, file or record such contracts, instruments, releases and other agreements or documents contemplated by or entered into in connection with the Plan; and (b) take such actions as may be necessary or appropriate to effectuate and further evidence the terms and conditions of the Plan. Pursuant to section 1146(c) of the Bankruptcy Code, the creation or transfer of any mortgage, deed of trust or other security interest, the making or assignment of any lease or sublease, or the making or delivery of any deed or other instrument of transfer under, in furtherance of or in connection with the Plan, and executed in connection with the liquidation of assets, including but not limited to, the Purchase and Sale Agreements, shall not be subject to any stamp tax, real estate tax or similar tax.

2. On the Effective Date, all provisions of the Plan, including all releases, injunctions, agreements, instruments and other documents filed in accordance with the Plan and executed by the Debtors in connection with the Plan, shall be binding and have *res judicata*, collateral estoppel, claim preclusion and issue preclusion effect upon the Debtors, all Claim and Interest holders and all other entities that are affected in any manner by the Plan. All agreements, instruments and other documents filed in connection with the Plan shall have full force and effect, and shall bind all parties thereto as of the Effective Date, whether or not such

exhibits actually shall be executed by parties other than the Debtors or shall be issued, delivered or recorded on the Effective Date or thereafter.

F. **NONCONSENSUAL CONFIRMATION.** If all impaired classes do not vote in favor of the Plan, the Debtors and the Committee shall seek confirmation of the Plan in accordance with section 1129(b) of the Bankruptcy Code either under the terms provided herein or upon such terms as may exist if the Plan is modified in accordance with section 1127(a) of the Bankruptcy Code.

G. **RESERVATION OF RIGHTS.** If the Plan is not confirmed by Final Order, or if the Plan is confirmed and does not become effective, the rights of all parties in interest in the Cases are and will be reserved in full. Any concessions, settlements or statements reflected therein are made for the purposes of the Plan only, and if the Plan does not become effective, no party in interest in the Cases shall be bound or deemed prejudiced by any concession, settlement or statement.

H. **SUCCESSORS AND ASSIGNS.** The rights, benefits and obligations of any person named or referred to in the Plan shall be binding upon, and shall inure to the benefit of, the heir, executor, administrator, successor or assignee of such person.

I. **GOVERNING LAW.** Except to the extent that the Bankruptcy Code or any other federal law is applicable or to the extent the law of a different jurisdiction is validly elected by the Debtors, the rights, duties and obligations arising under the Plan shall be governed in accordance with the substantive laws of the United States of America and, to the extent federal law is not applicable, the State of Delaware; provided, however, this provision shall not nor is it intended to change the substantive law which would otherwise govern any particular Cause of Action, which shall be governed by the laws of the state which are applicable notwithstanding the provisions of this Section XII.

J. **MODIFICATION OF PLAN.** The Debtors and the Committee may alter, amend or modify this Plan pursuant to section 1127 of the Bankruptcy Code at any time prior to the time that the Bankruptcy Court has signed the Confirmation Order. After such time and prior to the substantial consummation of the Plan, the Debtors and the Committee may, so long as the treatment of holders of Claims and Interests under the Plan is not adversely affected, institute proceedings in Bankruptcy Court to remedy any defect or omission or to reconcile any inconsistencies in the Plan, the Disclosure Statement or the Confirmation Order and any other matters as may be necessary to carry out the purposes and effects of the Plan; provided, however, that prior notice of such proceedings shall be served in accordance with Bankruptcy Rule 2002. The Debtors intend that the provisions of the Plan (including the implementation thereof) shall be in compliance with all applicable laws and any rules and regulations promulgated thereunder. If the Debtors and the Committee conclude that the Plan may not comply with applicable law, then and in such event the Debtors shall amend the Plan in such respect as they deem necessary to bring the Plan into compliance therewith.

K. **SEVERABILITY; CONFLICT OF TERMS.**

1. To the extent that any provision of this Plan would, by its inclusion in this Plan, prevent or preclude the Bankruptcy Court from entering the Confirmation Order, the Debtors and the Committee may modify or amend such provision, in whole or in part as necessary to cure any defect or remove any impediment to the confirmation of this Plan existing by reason of such provision.

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2. To the extent that the Disclosure Statement and the Plan are inconsistent, the terms of the Plan shall control.

Dated: July 24, 2003

Devon Mobile Communications, L.P.

By: Devon G.P., Inc.,
its general partner

By: _____

Devon Rutland D LLC

By: _____
Its: _____

Devon Burlington D LLC

By: _____
Its: _____

Devon Roanoke E LLC

By: _____
Its: _____

Devon Charlottesville D LLC

By: _____
Its: _____

Official Committee of Unsecured Creditors

By: _____
Its: Co-Chairperson

By: _____
Its: Co-Chairperson

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