

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

In re:)	
)	Chapter 11
)	
ITR CONCESSION COMPANY LLC, <i>et al.</i> , ¹)	Case No. 14-34284 (PSH)
)	
Debtors.)	(Jointly Administered)
)	

NOTICE OF FILING OF JOINT PREPACKAGED PLAN OF
REORGANIZATION OF ITR CONCESSION COMPANY LLC, *ET AL.*,
PURSUANT TO CHAPTER 11 OF THE BANKRUPTCY CODE
(WITH TECHNICAL MODIFICATIONS)

PLEASE TAKE NOTICE that, on September 21, 2014, the above-captioned debtors and debtors in possession (collectively, the “Debtors”) filed the *Joint Prepackaged Plan of Reorganization of ITR Concession Company LLC, et al., Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 24] with the United States Bankruptcy Court for the Northern District of Illinois (the “Court”).

PLEASE TAKE FURTHER NOTICE that the Debtors hereby file a revised version of the *Joint Prepackaged Plan of Reorganization of ITR Concession Company LLC, et al., Pursuant to Chapter 11 of the Bankruptcy Code (with Technical Modifications)* (the “Modified Plan”), attached hereto as **Exhibit A**. The Modified Plan includes immaterial modifications to address informal comments raised by certain parties in interest and clarifies certain provisions.

PLEASE TAKE FURTHER NOTICE that a blackline identifying the modifications included in the Modified Plan is attached hereto as **Exhibit B**.

PLEASE TAKE FURTHER NOTICE that a hearing to consider confirmation of the Modified Plan is scheduled for October 28, 2014, at 11:00 a.m., (prevailing Central Time) or as soon thereafter as counsel may be heard, before the Honorable Pamela S. Hollis in Courtroom 644 in the United States Courthouse, 219 South Dearborn Street, Chicago, Illinois, or before any other judge who may be sitting in her place and stead, at which time and place you may appear.

PLEASE TAKE FURTHER NOTICE that additional copies of the Modified Plan and any other document filed in these chapter 11 cases are available free of charge by visiting the

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, include: ITR Concession Company LLC (0293); ITR Concession Company Holdings LLC (0285); and Statewide Mobility Partners LLC (1312). The location of the Debtors’ service address for the purposes of these chapter 11 cases is: c/o ITR Concession Company LLC, 205 North Michigan Avenue, Suite 2510, Chicago, Illinois 60601.

case website maintained by Kurtzman Carson Consultants LLC, the notice and balloting agent for these chapter 11 cases, available at <http://www.kccllc.net/ITR> or by calling (877) 634-7181. You may also obtain copies of any pleadings by visiting the Court's website at www.ilnb.uscourts.gov in accordance with the procedures and fees set forth therein. Please be advised that the Notice, Claims, and Solicitation Agent is not permitted to provide legal advice.

Dated: October 14, 2014
Chicago, Illinois

/s/ Marc Kieselstein

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*Proposed Counsel to the Debtors
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Exhibit A

Modified Plan

NOTHING CONTAINED HEREIN SHALL CONSTITUTE AN OFFER, ACCEPTANCE, OR A LEGALLY BINDING OBLIGATION OF THE DEBTORS OR ANY OTHER PARTY IN INTEREST. THIS PLAN IS SUBJECT TO APPROVAL OF THE BANKRUPTCY COURT AND OTHER CUSTOMARY CONDITIONS. THIS PLAN IS NOT AN OFFER WITH RESPECT TO ANY SECURITIES. YOU SHOULD NOT RELY ON THE INFORMATION CONTAINED IN, OR THE TERMS OF, THIS PLAN FOR ANY PURPOSE (INCLUDING IN CONNECTION WITH THE PURCHASE OR SALE OF THE DEBTORS' SECURITIES) BEFORE THE CONFIRMATION OF THIS PLAN BY THE BANKRUPTCY COURT.

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

In re:)	
)	Chapter 11
)	
ITR CONCESSION COMPANY LLC, <i>et al.</i> , ¹)	Case No. 14-34284 (PSH)
)	
Debtors.)	(Joint Administration Requested)
)	

JOINT PREPACKAGED PLAN OF REORGANIZATION OF
ITR CONCESSION COMPANY LLC, *ET AL.*, PURSUANT TO
CHAPTER 11 OF THE BANKRUPTCY CODE (WITH TECHNICAL MODIFICATIONS)

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*Proposed Counsel to the
Debtors and Debtors in Possession*

Dated: October 14, 2014

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, include: ITR Concession Company LLC (0293); ITR Concession Company Holdings LLC (0285); and Statewide Mobility Partners LLC (1312). The location of the Debtors' service address for the purposes of these chapter 11 cases is: c/o ITR Concession Company LLC, 205 North Michigan Avenue, Suite 2510, Chicago, Illinois 60601.

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ITR Concession Company LLC, ITR Concession Company Holdings LLC, and Statewide Mobility Partners LLC, as debtors and debtors in possession (each, a “Debtor” and, collectively, the “Debtors”) propose this joint prepackaged plan of reorganization for the resolution of the outstanding claims against and interests in the Debtors pursuant to chapter 11 of title 11 of the United States Code. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to such terms in Article I.A of the Plan. Holders of Claims and Interests may refer to the Disclosure Statement for a discussion of the Debtors’ history, businesses, assets, results of operations, historical financial information, projections of future operations, and a summary and description of the Plan and certain related matters. The Debtors are the proponents of the Plan within the meaning of section 1129 of the Bankruptcy Code.

ALL HOLDERS OF CLAIMS AND INTERESTS ARE ENCOURAGED TO READ THE PLAN AND THE DISCLOSURE STATEMENT IN THEIR ENTIRETY, PARTICULARLY HOLDERS OF CLAIMS AND INTERESTS ENTITLED TO VOTE TO ACCEPT OR REJECT THE PLAN.

**ARTICLE I.
DEFINED TERMS, RULES OF INTERPRETATION,
COMPUTATION OF TIME, AND GOVERNING LAW**

A. *Defined Terms.*

As used in the Plan, capitalized terms have the meanings set forth below. Capitalized terms not defined herein shall have the meaning assigned to them in the Restructuring Support Agreement, or if not defined therein, in the Loan Agreement.

1. “Accrued Professional Compensation Claims” means, at any given moment, all Claims for accrued fees and expenses for services rendered by a Professional through and including the Confirmation Date, to the extent such fees and expenses have not been paid pursuant to any order of the Bankruptcy Court and regardless of whether a fee application has been Filed for such fees and expenses. To the extent the Bankruptcy Court denies or reduces by a Final Order any amount of a Professional’s fees or expenses, then the amount by which such fees or expenses are reduced or denied shall reduce the applicable Accrued Professional Compensation Claim. For the avoidance of doubt, Accrued Professional Compensation Claims shall include the aggregate holdback (if any) of those Professional fees billed to the Debtors during the Chapter 11 Cases that are held back pursuant to any other order of the Bankruptcy Court. For the avoidance of doubt, the Committee of Secured Parties Restructuring Fees shall not constitute Accrued Professional Compensation Claims.

2. “Administrative Agent” means Wilmington Trust, N.A., in its capacity as successor administrative agent under the Loan Agreement, and/or its successors in such capacity.

3. “Administrative Agent Restructuring Fees” means, as of the Effective Date, all accrued and unpaid reasonable, actual, and documented fees and out-of-pocket expenses of (a) the Administrative Agent, (b) Orrick, Herrington & Sutcliffe LLP, as counsel to the Administrative Agent, and (c) Mayer Brown LLP, as local counsel to the Administrative Agent.

4. “Administrative Claim” means any Claim for costs and expenses of administration of the Estates pursuant to section 503(b) of 507(a)(2) of the Bankruptcy Code, including any Cure Claim and the Committee of Secured Parties Restructuring Fees, other than any Accrued Professional Compensation Claim.

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

6. “Allowed” means with respect to any Claim, except as otherwise provided herein: (a) a Claim that either is not a Disputed Claim or has been allowed by a Final Order; (b) a Claim that is allowed (i) pursuant to the terms of the Plan, (ii) in any stipulation that is approved by the Bankruptcy Court, or (iii) pursuant to any contract, instrument, indenture, or other agreement entered into or assumed in connection herewith; (c) a Claim relating to a rejected Executory Contract or Unexpired Lease that either (i) is not a Disputed Claim or (ii) has been allowed by a Final Order; or (d) a Claim as to which a Proof of Claim has been timely Filed and as to which no objection has

been Filed by January 1, 2015; *provided* that the Senior Secured Claims, the Committee of Secured Parties Restructuring Fees shall be deemed Allowed in the absence of the filing of Proofs of Claim.

7. “Assumed Insider Executory Contract and Unexpired Lease List” means the list (as may be amended from time to time prior to the Effective Date with the reasonable consent of the Debtors, the Required Consenting Secured Parties, and the Consenting Interest Holders) of Insider Executory Contracts and Insider Unexpired Leases (including any amendments or modifications thereto) that will be assumed by the Debtors pursuant to Article V of the Plan.

8. “Bankruptcy Code” means title 11 of the United States Code, 11 U.S.C. §§ 101–1532.

9. “Bankruptcy Court” means the United States Bankruptcy Court for the Northern District of Illinois.

10. “Bankruptcy Rules” means the Federal Rules of Bankruptcy Procedure promulgated under section 2075 of the Judicial Code and the general, local, and chambers rules of the Bankruptcy Court.

11. “Bar Date” means the deadline for filing Proofs of Claim, as set forth in a separate Final Order of the Bankruptcy Court.

12. “Business Day” means any day, other than a Saturday, Sunday, or “legal holiday” (as defined in Bankruptcy Rule 9006(a)).

13. “Cash” means cash and cash equivalents, including bank deposits, checks, and other similar items in legal tender of the United States of America.

14. “Causes of Action” means any claims, causes of action, demands, rights, actions, suits, obligations, liabilities, accounts, defenses, offsets, powers, privileges, licenses, and franchises of any kind or character whatsoever, known, unknown, contingent or non-contingent, matured or unmatured, suspected or unsuspected, in contract or in tort, in law or in equity, or pursuant to any other theory of law. Causes of Action also include: (a) all rights of setoff, counterclaim, or recoupment and claims on contracts or for breaches of duties imposed by law; (b) the right to object to or otherwise contest Claims or Interests; (c) claims pursuant to sections 362, 510, 542, 543, 544 through 550, or 553 of the Bankruptcy Code; and (d) such claims and defenses as fraud, mistake, duress, and usury, and any other defenses set forth in section 558 of the Bankruptcy Code.

15. “Certificate” means any instrument evidencing a Claim or an Interest.

16. “Change in Control” has the meaning set forth in the Reorganized Holdings LLC Agreement attached hereto as Exhibit 3.

17. “Chapter 11 Cases” means (a) when used with reference to a particular Debtor, the case pending for that Debtor under chapter 11 of the Bankruptcy Code in the Bankruptcy Court, and (b) when used with reference to all the Debtors, the procedurally consolidated chapter 11 cases pending for the Debtors in the Bankruptcy Court.

18. “Cintra” means, collectively, Cintra ITR, LLC, Cintra Holdings US Corp., and Cintra Infraestructuras, S.A. and their respective Affiliates and managed funds and the managed funds of their respective Affiliates.

19. “Claim” means any claim against the Debtors, as defined in section 101(5) of the Bankruptcy Code.

20. “Claims and Balloting Agent” means Kurtzman Carson Consultants LLC, located at 2335 Alaska Avenue, El Segundo, California 90245.

21. “Class” means a class of Claims or Interests as set forth in Article III of the Plan pursuant to section 1122(a) of the Bankruptcy Code.

22. “Collateral Agent” means Citibank, N.A., in its capacity as collateral agent under the Collateral Agreement.

23. “Collateral Agreement” means that certain Collateral Agency and Account Agreement dated as of June 26, 2006, among the Concessionaire, the Administrative Agent, and Citibank, N.A., in its capacity as collateral agent thereunder.

24. “Committee” means the official committee of unsecured creditors appointed in the Chapter 11 Cases by the U.S. Trustee pursuant to section 1102 of the Bankruptcy Code, if any.

25. “Committee of Secured Parties” means the group of certain Holders of Senior Secured Claims represented by Milbank, Tweed, Hadley & McCloy LLP and Houlihan Lokey Capital, Inc.

26. “Committee of Secured Parties Restructuring Fees” means, as of the Effective Date, (a) all accrued and unpaid reasonable, actual, and documented fees and out-of-pocket expenses of Milbank, Tweed, Hadley & McCloy LLP payable pursuant to that certain letter agreement, dated as of July 7, 2014; (b) all accrued and unpaid reasonable, actual, and documented fees and out-of-pocket expenses of Taft Stettinius & Hollister LLP payable pursuant to that certain letter agreement, dated as of July 8, 2014; (c) all accrued and unpaid reasonable and documented fees and out-of-pocket expenses of Houlihan Lokey Capital, Inc. payable pursuant to that certain letter agreement, dated as of March 26, 2014; (d) all accrued and unpaid reasonable and documented fees and out-of-pocket expenses of RPA Advisors, LLC payable pursuant to that certain letter agreement, dated as of July 10, 2014; and (e) all accrued and unpaid reasonable and documented fees and out-of-pocket expenses of any additional professionals retained with the prior written consent of the Debtors, such consent not to be unreasonably withheld, by the Committee of Secured Parties or by Milbank, Tweed, Hadley & McCloy LLP.

27. “Committee of Secured Parties Steering Group” means the steering group of members of the Committee of Secured Parties identified by counsel to the Committee of Secured Parties.

28. “Concession Agreement” means that certain Indiana Toll Road Concession and Lease Agreement, dated as of April 12, 2006, between the Concessionaire and the IFA, as amended, modified, or supplemented from time to time.

29. “Concessionaire” means ITR Concession Company LLC, a Delaware limited liability company and a Debtor in the Chapter 11 Cases.

30. “Confirmation” means the entry of the Confirmation Order on the docket of the Chapter 11 Cases.

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

32. “Confirmation Hearing” means the hearing held by the Bankruptcy Court to consider approval of the Disclosure Statement pursuant to sections 1125(a) and 1126 of the Bankruptcy Code and Confirmation of the Plan pursuant to section 1129 of the Bankruptcy Code, as such hearing may be continued from time to time.

33. “Confirmation Order” means the order of the Bankruptcy Court finding that the Disclosure Statement contained “adequate information” (as such term is defined in section 1125(a) and used in section 1126(b)(2) of the Bankruptcy Code) and confirming the Plan pursuant to section 1129 of the Bankruptcy Code.

34. “Confirmation Order Findings of Fact and Conclusions of Law” means the proposed findings of fact and conclusions of law made by the Bankruptcy Court, each of which shall be: (a) reasonably acceptable to the Debtors, the Consenting Secured Parties, and the Consenting Interest Holders; (b) deemed to have been made and

issued pursuant to Bankruptcy Rule 7052; and (c) made applicable to the Chapter 11 Cases pursuant to Bankruptcy Rule 9014. Upon entry of the Confirmation Order, the Confirmation Order Findings of Fact and Conclusions of Law shall constitute findings of fact even if they are stated as conclusions of law, and any and all conclusions of law in the Plan shall constitute conclusions of law even if they are stated as findings of fact.

35. “Consenting Hedging Parties” means the Holders of Hedging Claims party to the Restructuring Support Agreement.

36. “Consenting Interest Holders” means the Holders of Interests in the Debtors party to the Restructuring Support Agreement.

37. “Consenting Lenders” means the Holders of the Loan Claims party to the Restructuring Support Agreement.

38. “Consenting Secured Parties” means, collectively: (a) the Consenting Lenders; and (b) the Consenting Hedging Parties.

39. “Consummation” means the occurrence of the Effective Date.

40. “Cure Claim” means a Claim based upon the Debtors’ defaults on an Executory Contract or Unexpired Lease at the time such contract or lease is assumed by the Debtors pursuant to section 365 of the Bankruptcy Code.

41. “Debtors” has the meaning ascribed to it in the preamble to the Plan.

42. “Disbursing Agent” means the Entity or Entities selected by the Debtors or Reorganized Debtors, as applicable, to make or facilitate distributions pursuant to the Plan.

43. “Disclosure Statement” means the *Disclosure Statement Relating to the Joint Prepackaged Plan of Reorganization of ITR Concession Company LLC, et al., Pursuant to Chapter 11 of the Bankruptcy Code*, dated September 11, 2014, including all exhibits and schedules thereto and references therein that relate to the Plan, that is prepared and distributed in accordance with the Bankruptcy Code, the Bankruptcy Rules, and any other applicable law.

44. “Disputed” means (a) any Claim or Interest for which a Proof of Claim is required to be filed and (i) no Proof of Claim has been timely filed, (ii) an objection has been timely interposed, or (iii) the time for filing an objection to such Claim has not expired and no order of the Bankruptcy Court allowing such Claim has been entered, or (b) any Claim or Interest (other than a Senior Secured Claim, Holdings Interest, or Statewide Interest) with respect to which the Debtors otherwise dispute the amount, enforceability or validity of or liability.

45. “Distribution Record Date” means the record date for purposes of making distributions under the Plan on account of Allowed Claims and Allowed Interests, which date shall be the 5 Business Days prior to the Effective Date.

46. “DTC” means the Depository Trust Corporation or any successor thereto.

47. “Effective Date” means, with respect to the Plan, the date that is a Business Day selected by the Debtors pursuant to the procedures set forth in the Restructuring Support Agreement on which: (a) no stay of the Confirmation Order is in effect; (b) all conditions precedent specified in Article X of the Plan have been satisfied or waived (in accordance with Article X.B of the Plan); (c) the Plan is declared effective by the Debtors; and (d) the Debtors shall have Filed notice of the Effective Date with the Bankruptcy Court. Any action to be taken on the Effective Date, other than distributions to the Senior Secured Parties pursuant to Article III.B.3(c) of the Plan and distributions to the Consenting Interest Holders pursuant to Article III.B.7 of the Plan, both of which distributions must be made on the Effective Date, may be taken on or as soon as reasonably practicable after the Effective Date.

48. “Ellas Agreement” means that certain agreement, dated as of June 27, 2014, between the Concessionaire and Ellas Construction Company, Inc.

49. “Entity” means an entity as such term is defined in section 101(15) of the Bankruptcy Code.

50. “Equity Security” means any equity security, as defined in section 101(16) of the Bankruptcy Code, in a Debtor.

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

52. “Exculpated Claim” means any Claim related to any act or omission in connection with, relating to, or arising out of the Plan or Restructuring Transactions, the formulation, preparation, dissemination, negotiation of any document in connection with the Plan, the Restructuring Documents, or any contract, instrument, release, or other agreement or document created or entered into in connection with the Plan, the pursuit of Consummation, the administration and implementation of the Plan, or the distribution of property pursuant to the Plan.

53. “Executory Contract” means a contract to which one or more of the Debtors is a party and that is subject to assumption or rejection under section 365 of the Bankruptcy Code.

54. “E-ZPass Agreement” means that certain E-ZPass Operations Interagency Agreement, dated as of February 20, 1998, among the Concessionaire, E-ZPass Group, Inc., as successor in interest to Interagency Group, Inc., and the toll operations party thereto from time to time.

55. “Federal Judgment Rate” means the federal judgment interest rate in effect as of the Petition Date.

56. “File” or “Filed” means file, filed, or filing with the Bankruptcy Court or its authorized designee in the Chapter 11 Cases.

57. “Final Order” means an order or judgment of the Bankruptcy Court, or court of competent jurisdiction with respect to the subject matter, as entered on the docket in any Chapter 11 Case or the docket of any court of competent jurisdiction, that has not been reversed, stayed, modified, or amended, and as to which the time to appeal, or seek certiorari or move for a new trial, reargument, or rehearing has expired and no appeal or petition for certiorari or other proceedings for a new trial, reargument, or rehearing has been timely taken, or as to which any appeal that has been taken or any petition for certiorari that has been or may be timely Filed has been withdrawn or resolved by the highest court to which the order or judgment was appealed or from which certiorari was sought or the new trial, reargument, or rehearing shall have been denied, resulted in no modification of such order, or has otherwise been dismissed with prejudice.

58. “General Unsecured Claim” means any Unsecured Claim other than: (a) Intercompany Claims; (b) Administrative Claims; (c) Accrued Professional Compensation Claims; (d) Priority Tax Claims; and (e) Other Priority Claims.

59. “Governmental Unit” means a governmental unit as defined in section 101(27) of the Bankruptcy Code.

60. “Hedging Agreements” means those certain ISDA Master Agreements and Schedules, between the Concessionaire and the hedge counterparties thereto, described in the Loan Agreement, pursuant to which, among other things, the Concessionaire hedged certain interest rate payment obligations under the Loans, as amended, modified, or supplemented from time to time.

61. “Hedging Parties” means the banks and other financial institutions, including their successors and assigns, that are holders of record under the Swap Register of an interest in any Hedging Claim.

62. “Hedging Claim” means any Claim on account of the Hedging Agreements which shall be deemed Allowed as set forth in Exhibit 4 hereto plus accrued interest through the Effective Date at the Hedging Claim Interest Rate, as well as any other fees, expenses, or other obligations owed to the Senior Secured Parties under the Loan Agreement, the Hedging Agreements, and any related documents.

63. “Hedging Claim Interest Rate” means 4.4% per annum.

64. “Holder” means an Entity holding a Claim or an Interest, as applicable.

65. “Holdings” means ITR Concession Company Holdings LLC, a Delaware limited liability company and a Debtor in the Chapter 11 Cases.

66. “Holdings Interests” means all existing Interests in Holdings.

67. “IFA” means the Indiana Finance Authority.

68. “IFA Stipulation” means the *Stipulation Among the Debtors, the Committee of Secured Parties, and the Indiana Finance Authority*, dated as of September 20, 2014 [Docket No. 32].

69. “IFA Stipulation Order” means the *Order Approving Stipulation Among the Debtors, the Committee of Secured Parties, and the Indiana Finance Authority*, dated October 2, 2014 [Docket No. 121].

70. “Impaired” means, with respect to a Class of Claims or Interests, a Class of Claims or Interests that is impaired within the meaning of section 1124 of the Bankruptcy Code.

71. “Indemnification Obligations” means each of the Debtors’ indemnification provisions in place as of the Effective Date, whether in the bylaws, certificates of incorporation, other formation documents, board resolutions, or employment contracts for their current and former directors, members, trustees, officers, and managers, employees, attorneys, other professionals, and agents of the Debtors and such current and former directors, members, trustees, officers, and managers’ respective Affiliates.

72. “Initial Consenting Secured Parties” means those Consenting Secured Parties that became party to the Restructuring Support Agreement on the effective date thereof.

73. “Insider” has the meaning set forth in section 101(31) of the Bankruptcy Code.

74. “Insider Executory Contract” means an Executory Contract to which one or more Debtors and one or more non-Debtor Insiders or Affiliates of Insiders are parties.

75. “Insider Unexpired Lease” means an Unexpired Lease to which one or more Debtors and one or more non-Debtor Insiders or Affiliates of Insiders are parties.

76. “Intercompany Claim” means any Claim against a Debtor held by another Debtor.

77. “Intercompany Interest” means any Interest in a Debtor held by another Debtor.

78. “Interest” means any: (a) Equity Security; and (b) all issued, unissued, authorized, or outstanding shares of capital stock and partnership, limited liability company interests, and similar interests in the Debtors together with any warrants, options, or contractual rights to purchase or acquire such capital stock or interests at any time and all rights arising with respect thereto.

79. “Judicial Code” means title 28 of the United States Code, 28 U.S.C. §§ 1–4001.

80. “Lenders” means the banks and other financial institutions from time to time party to the Loan Agreement.

81. “Lien” means a lien as defined in section 101(37) of the Bankruptcy Code.
82. “Loans” means the loans in the outstanding aggregate principal amount, as of the Petition Date, of \$3,855,454,497.83 (exclusive of unpaid interest, whether or not such interest was accrued but unpaid as of the Petition Date), arising under the Loan Agreement. For the avoidance of doubt, the Loans shall not include any amounts due under the Hedging Agreements.
83. “Loan Agreement” means that certain Loan Agreement, dated as of June 26, 2006, among the Concessionaire, the Administrative Agent, and the Lenders, as amended, modified, or supplemented from time to time.
84. “Loan Claim” means any Claim on account of the Loans plus accrued interest through the Effective Date at the default rate, as well as any other fees, expenses, or other obligations owed to the Senior Secured Parties under the Loan Agreement, the Hedging Agreements, and any related documents.
85. “Local Rules” means the Local Rules promulgated by the Bankruptcy Court, effective January 1, 2012.
86. “Loan Documents” has the meaning ascribed to it in the Loan Agreement.
87. “Macquarie” means, collectively, Macquarie Atlas Roads, Macquarie Infrastructure Partners, Inc., Indiana Toll Road Partnership, and MQA Indiana Holdings LLC and their respective Affiliates and managed funds and the managed funds of their respective Affiliates.
88. “Majority Secured Parties” means Senior Secured Parties representing at least 50 percent in amount of Senior Secured Claims.
89. “Management Consideration” means, at the Consenting Interest Holders’ sole and exclusive discretion, either: (a) the Management Equity Consideration; or (b) the Management Cash Consideration.
90. “Management Cash Consideration” has the meaning ascribed to it in the Omnibus Services Agreement.
91. “Management Equity Consideration” has the meaning ascribed to it in the Omnibus Services Agreement.
92. “Manager” means, solely with respect to the Reorganization Transaction, Cintra and/or Macquarie and/or any Affiliate or personnel thereof providing services under the Omnibus Services Agreement and operating the Toll Road on behalf of Reorganized Holdings and the Reorganized Concessionaire in accordance with the terms thereof.
93. “Net Sale Transaction Proceeds” means, solely upon closing of the Sale Transaction, the Sale Transaction Proceeds less the aggregate amount of the following Claims to the extent they do not constitute assumed liabilities pursuant to the Purchase Agreement or are not paid in full in Cash by the Debtors, the Reorganized Debtors, or the Purchaser, as applicable, prior to the Effective Date: (a) Allowed Other Secured Claims (except to the extent the Purchase Agreement provides for a different method of rendering such Claims Unimpaired); (b) Allowed Administrative Claims; (c) Allowed Accrued Professional Compensation Claims; (d) Allowed Priority Tax Claims; (d) Allowed Other Priority Claims (unless paid in another manner permitted by section 1129(a)(9)(C) of the Bankruptcy Code); (e) Allowed General Unsecured Claims; and (f) any other Cash to be paid or reserved for payments pursuant to and in accordance with the Plan and the Purchase Agreement, including sufficient Cash necessary for the Wind Down as determined by the Debtors and the Consenting Secured Parties.
94. “New Credit Agreement” means, solely with respect to the Reorganization Transaction, the credit agreement to be entered into by the Reorganized Concessionaire and the Holders of Allowed Senior Secured Claims

on the Effective Date, the form of which shall be included in the Plan Supplement and consistent with the New Debt Term Sheet.

95. “New Debt Documents” means, solely with respect to the Reorganization Transaction, the New Credit Agreement and the New Intercreditor Agreement.

96. “New Debt Term Sheet” means the term sheet attached hereto as **Exhibit 1**.

97. “New Holdings Interests” means the Equity Securities in Reorganized Holdings to be issued pursuant to the Plan, the form of which Equity Securities shall be issued in accordance with the Reorganized Holdings LLC Agreement.

98. “New Intercreditor Agreement” means, solely with respect to the Reorganization Transaction, the Intercreditor Agreement to be entered into by the Reorganized Concessionaire and the parties classified as lenders under the New Credit Agreement or the parties providing the New Third-Party Financing, as applicable, on the Effective Date, the form of which shall be included in the Plan Supplement and materially consistent with the New Debt Term Sheet.

99. “New Loans” means, solely with respect to the Reorganization Transaction, the loans to be entered into by the Reorganized Concessionaire and Holders of Allowed Senior Secured Claims on the Effective Date, in accordance with the terms of the New Credit Agreement, to the extent that New Third-Party Financing is not obtained pursuant to the Plan.

100. “New Organizational Documents” means, solely with respect to the Reorganization Transaction, collectively, the following documents, the forms of which agreements shall be consistent with the Restructuring Support Agreement and included in the Plan Supplement (to the extent not attached hereto): (a) the Reorganized Concessionaire LLC Agreement; (b) the Reorganized Holdings LLC Agreement; and (c) the certificates or articles of incorporation, by-laws, or such other applicable formation documents of each of the Reorganized Debtors.

101. “New Security Documents” means the Security Agreement and other related documents reasonably required by the Required Consenting Secured Parties to perfect the security interests granted by the Reorganized Concessionaire pursuant to the New Debt Documents or Third-Party Financing Documents, as applicable, the forms of which shall be included in the Plan Supplement.

102. “New Third-Party Financing” means, solely with respect to a Reorganization Transaction, one or more new loans to, or issuances of notes, bonds, or other instruments by, either Reorganized Holdings or the Reorganized Concessionaire on terms no less favorable, when taken as a whole, than the New Loans pursuant to which the Debtors will receive Cash on the Effective Date to the extent that the New Loans are not issued pursuant to the Plan.

103. “New Third-Party Financing Documents” means, solely with respect to the Reorganization Transaction, the New Security Documents, the New Intercreditor Agreement, and the other documents implementing the New Third-Party Financing.

104. “New Third-Party Financing Proceeds” means the Cash proceeds of the New Third-Party Financing.

105. “Omnibus Services Agreement” means, with respect to the Reorganization Transaction, the agreement pursuant to which the Manager shall operate the Toll Road on behalf of Reorganized Holdings and the Reorganized Concessionaire, the form of which shall be included in the Plan Supplement, consistent with the terms of the Omnibus Services Agreement Term Sheet, and the form and substance of which shall be reasonably acceptable to the Manager and the Required Consenting Secured Parties.

106. “Omnibus Services Agreement Term Sheet” means the term sheet setting forth the material terms of the Omnibus Services Agreement attached hereto as **Exhibit 2**.

107. “Other Priority Claims” means any Claim, other than an Administrative Claim or a Priority Tax Claim, entitled to priority in right of payment under section 507(a) of the Bankruptcy Code.

108. “Other Secured Claim” means any Secured Claim other than a Senior Secured Claim.

109. “Petition Date” means the date on which the Debtors commenced the Chapter 11 Cases.

110. “Plan” means this *Joint Prepackaged Plan of Reorganization of ITR Concession Company LLC, et al., Pursuant to Chapter 11 of the Bankruptcy Code*, including the Plan Supplement, which is incorporated herein by reference.

111. “Plan Supplement” means the compilation of documents and forms of documents, schedules, and exhibits, each of which shall be reasonably acceptable to the Debtors, the Required Consenting Secured Parties, and the Consenting Interest Holders except as provided herein, to be Filed by the Debtors, no later than five (5) Business Days prior to the Confirmation Hearing, including the following: (a) the form of the New Organizational Documents (to the extent not attached hereto); (b) to the extent identified, a list of retained Causes of Action; (c) the form of the New Debt Documents; (d) to the extent known, the identity of the directors, managers, officers, and other management for the Reorganized Debtors; (e) the form of the Omnibus Services Agreement; (f) to the extent available, the form of any Sale Transaction Documents distributed by the Special Committee to potentially interested parties; (g) to the extent available, the form of the New Third-Party Financing Documents; (h) the New Security Documents; (i) the Confirmation Order Findings of Fact and Conclusions of Law; and (j) the Reorganization Transaction Steps Memorandum. Any reference to the Plan Supplement in the Plan shall include each of the documents identified above. The Debtors shall have the right to amend the documents contained in the Plan Supplement through and including the Effective Date in accordance with Article X of the Plan (including, for the avoidance of doubt, to reflect the terms and conditions of the Sale Transaction).

112. “Postpetition Period” means the period of time following the Petition Date through the Effective Date.

113. “Priority Tax Claim” means the Claims of Governmental Units of the type specified in section 507(a)(8) of the Bankruptcy Code.

114. “Pro Rata” means the proportion that a Claim or Interest in a particular Class bears to the aggregate amount of the Claims or Interests in that Class, or the proportion of the Claims or Interests in a particular Class and other Classes entitled to share in the same recovery as such Claim or Interest under the Plan.

115. “Professional” means an Entity: (a) employed pursuant to a Bankruptcy Court order in accordance with sections 327, 363, or 1103 of the Bankruptcy Code and to be compensated for services rendered prior to or on the Confirmation Date, pursuant to sections 327, 328, 329, 330, and 331 of the Bankruptcy Code; or (b) awarded compensation and reimbursement by the Bankruptcy Court pursuant to section 503(b)(4) of the Bankruptcy Code, including, for the avoidance of doubt, Entities employed by the Debtors in connection with any Sale Transaction.

116. “Professional Fee Account” means a segregated interest-bearing escrow account to hold and maintain an amount of Cash equal to the Professional Fee Amount funded by the Debtors before the Effective Date solely for the purpose of paying all Allowed and unpaid Accrued Professional Compensation Claims.

117. “Professional Fee Amount” means the aggregate Accrued Professional Compensation Claims through the Confirmation Date as estimated in accordance with Article II.B.3 of the Plan.

118. “Proof of Claim” means the proof of Claim Filed by a holder on account of such Claim; *provided* that Holders of Senior Secured Claims and Entities to which all or a portion of the Committee of Secured Parties Restructuring Fees are owed shall not be required to file a proof of any such Claims; *provided, further* that the IFA shall not be required to file a proof of any Claim under the Concession Agreement.

119. “Purchase Agreement” means, solely with respect to the Sale Transaction, the asset purchase agreement between the Debtors and the Purchaser, which shall be in form and substance reasonably acceptable to the Required Consenting Secured Parties.

120. “Put Election” means, solely with respect to the Reorganization Transaction, no more than one (1) election by Macquarie on behalf of Macquarie Atlas Roads, no more than one (1) election by Macquarie on behalf of Macquarie Infrastructure Partners, Inc., and no more than one (1) election by Cintra, in each case prior to the Effective Date, to receive with respect to each such election, in lieu of the treatment afforded under Article III.B.7(b)(ii) of the Plan, in an amount equal to its Pro Rata share of \$80,000,000 in the aggregate payable either in Cash (to the extent that the Debtors reasonably determine that Reorganized Holdings and/or the Reorganized Concessionaire shall have sufficient Cash to operate the Toll Road in a prudent manner based upon historical practices and otherwise in accordance with the Concession Agreement after making such payment) or, to the extent Cash is not available, such other form of consideration agreed upon by Statewide, the Debtors, and the Required Consenting Secured Parties. For the avoidance of doubt, Statewide shall receive its Pro Rata Share of the Statewide Interest Equity Distribution in respect of the portion of the \$80,000,000 for which no election is made by (x) Macquarie on behalf of Macquarie Atlas Road and/or Macquarie Infrastructure Partners and/or (y) Cintra.

121. “Qualified Bid” means a bid to purchase all or substantially all of the Debtors’ assets, or Interests in the Debtors owning all or substantially all of the Debtors’ assets, that the Special Committee determines, in an exercise of its business judgment: (a) provides, or is reasonably likely to provide, sufficient Cash consideration to satisfy the following Claims in full in Cash in accordance with the priorities set forth in the Plan: (i) Allowed Other Secured Claims (except to the extent the Purchase Agreement provides for a different method of rendering such Claims Unimpaired); (ii) Allowed Administrative Claims; (iii) Allowed Professional Fee Claims; (iv) Allowed Priority Tax Claims (unless paid in another manner permitted by section 1129(a)(9)(C) of the Bankruptcy Code); (v) Allowed Other Priority Claims; and (vi) Allowed General Unsecured Claims (to the extent that such bid does not propose to pay Allowed General Unsecured Claims in full in Cash in the ordinary course of business after the Effective Date); (b) provides consideration that the Debtors and the Required Consenting Secured Parties determine is sufficient to pay or reserve for payments pursuant to and in accordance with the Plan and the Purchase Agreement, including consideration sufficient to wind down the Debtors’ Estates following the closing of the Sale Transaction, it being understood that any Qualified Bid must provide the means to pay the Statewide Interest Sale Transaction Distribution in Cash on the Effective Date; (c) with respect to Allowed General Unsecured Claims, provides, or is reasonably likely to provide, for payment of such Claims in full in Cash, Reinstates such Claims, or provides other treatment rendering such Claims Unimpaired; and (d) includes such other terms and conditions as the Special Committee may reasonably require.

122. “Register” has the meaning ascribed to it in Section 11.4(b)(iii) of the Loan Agreement.

123. “Reinstated” or “Reinstatement” means: notwithstanding any contractual provision or applicable law that entitles the Holder of a Claim or Interest to demand or receive accelerated payment of such Claim or Interest after the occurrence of a default: (i) curing any such default that occurred before or after the Petition Date, other than a default of a kind specified in section 365(b)(2) of the Bankruptcy Code or of a kind that section 365(b)(2) expressly does not require to be cured; (ii) reinstating the maturity (to the extent such maturity has not otherwise accrued by the passage of time) of such Claim or Interest as such maturity existed before such default; (iii) compensating the Holder of such Claim or Interest for any damages incurred as a result of any reasonable reliance by such Holder on such contractual provision or such applicable law; (iv) if such Claim or Interest arises from a failure to perform a nonmonetary obligation other than a default arising from failure to operate a nonresidential real property lease subject to section 365(b)(1)(A), compensating the Holder of such Claim or Interest (other than a Debtor or an insider) for any actual pecuniary loss incurred by such Holder as a result of such failure; and (v) not otherwise altering the legal, equitable, or contractual rights to which such Claim or Interest entitles the Holder such that the applicable Claim or Interest is Unimpaired.

124. “Rejected Executory Contract and Unexpired Lease List” means the list (as may be amended from time to time prior to the Effective Date) of Executory Contracts and Unexpired Leases (including any amendments or modifications thereto) that will be rejected by the Debtors pursuant to Article V of the Plan.

125. “Released Party” means each of the following in its respective capacity as such: (a) Cintra; (b) Macquarie; (c) the Committee (if any) and the members thereof; (d) the Skyway Concessionaire; (e) the Administrative Agent; (f) the Collateral Agent; (g) the Senior Secured Parties; (h) Committee of Secured Parties and the members thereof; (i) with respect to each of the Entities in clauses (a) through (h), each such Entity’s current and former Affiliates and subsidiaries and each such Entity’s, Affiliate’s, and subsidiary’s respective current and former officers, directors, managers, principals, employees, agents, financial advisors, attorneys, accountants, investment bankers, consultants, representatives, and other professionals; and (j) with respect to the Debtors and Reorganized Debtors, their respective current and former Affiliates and subsidiaries and such Affiliates’ and subsidiaries’ respective current and former officers, directors, managers, principals, employees, agents, financial advisors, attorneys, accountants, investment bankers, consultants, representatives, and other professionals.

126. “Releasing Parties” means each of the following in its respective capacity as such: (a) Cintra; (b) Macquarie; (c) the Consenting Senior Secured Parties; (d) those Holders of Claims and Interests that are presumed to accept the Plan; (e) all Holders of Claims and Interests who vote to accept the Plan; and (f) all Holders in a voting Class who abstain from voting on the Plan and who do not opt out of the releases provided by the Plan. To the extent that any Entity is a Releasing Party for any purpose, such Entity shall constitute a Releasing Party for all purposes.

127. “Reorganized Concessionaire” means, solely with respect to the Reorganization Transaction, the Concessionaire, as reorganized pursuant to and under the Plan or any successor thereto, by merger, consolidation, or otherwise, on or after the Effective Date.

128. “Reorganized Debtors” means, solely with respect to the Reorganization Transaction, collectively: (a) the Reorganized Concessionaire; (b) Reorganized Holdings; (c) Reorganized Statewide; and (d) with respect to each of the foregoing entities in clauses (a) through (c), any Affiliates of the Debtors or Reorganized Debtors, as applicable, formed to effectuate the Restructuring Transactions.

129. “Reorganized Holdings” means, solely with respect to the Reorganization Transaction, Holdings, as reorganized pursuant to and under the Plan or any successor thereto, by merger, consolidation, or otherwise, on or after the Effective Date.

130. “Reorganized Holdings LLC Agreement” means, solely with respect to the Reorganization Transaction, the limited liability company agreement for Reorganized Holdings, the form of which is attached hereto as **Exhibit 3**.

131. “Reorganized Statewide” means, solely with respect to the Reorganization Transaction, Statewide, as reorganized pursuant to and under the Plan or any successor thereto, by merger, consolidation, or otherwise, on or after the Effective Date.

132. “Reorganization Transaction” means, collectively, (a) the issuance of the New Holdings Interests, (b) the entry into the New Loans or the New Third-Party Financing, as applicable, (c) the execution of the Omnibus Services Agreement, (d) the execution of the New Organizational Documents, (e) the vesting of the Debtors’ assets in the Reorganized Debtors, in each case in accordance with the Plan; and (f) the other transactions that either (x) the Debtors and the Required Consenting Secured Parties, or (y) Reorganized Holdings, as applicable, determine are necessary or appropriate to implement the foregoing, in each case in accordance with the Plan and the Restructuring Support Agreement.

133. “Reorganization Transaction Election Notice” means a notice from the Majority Secured Parties to the Special Committee directing the Debtors to pursue the Reorganization Transaction notwithstanding any decision to the contrary by the Special Committee with respect to the Sale Transaction. Upon receipt of a Reorganization Transaction Election Notice, the Special Committee will be deemed to have terminated the sale process in all respects and the Debtors shall be required to pursue the Reorganization Transaction.

134. “Required Consenting Secured Parties” means Initial Consenting Secured Parties representing at least a majority of the outstanding principal amount of Senior Secured Claims held by all Initial Consenting Secured Parties.

135. “Restructuring Documents” means the Plan, Disclosure Statement, Plan Supplement, New Debt Documents, New Security Documents, Sale Transaction Documents (if any), New Third-Party Financing Documents, and various agreements and other documentation formalizing the Plan, in each case in accordance with the Restructuring Support Agreement.

136. “Restructuring Support Agreement” means that certain Restructuring Support Agreement, effective as of or prior to the Petition Date, among the Debtors, the Consenting Secured Parties, and the Consenting Interest Holders.

137. “Restructuring Transactions” means those mergers, amalgamations, consolidations, arrangements, continuances, restructurings, transfers, conversions, dispositions, liquidations, dissolutions, or other corporate transactions contemplated by either the Reorganization Transaction or the Sale Transaction, as applicable; *provided* that each such transaction shall be consistent with the terms of the Restructuring Support Agreement.

138. “Reorganization Transaction Steps Memorandum” means the memorandum setting forth the Restructuring Transactions that will occur on the Effective Date with respect to the Reorganization Transaction.

139. “Sale Transaction” means a sale of all or substantially all of the Debtors’ assets, or Interests in the Debtors owning all or substantially all of the Debtors’ assets, contemplated by the Successful Bid, which sale shall be approved by the Special Committee, subject to the terms and conditions set forth in Article IV.D of the Plan.

140. “Sale Transaction Documents” means the documents setting forth the definitive terms of the Sale Transaction (if any), including the Purchase Agreement, which documents shall be reasonably acceptable to the Required Consenting Secured Parties.

141. “Sale Transaction Proceeds” means the Cash and non-Cash consideration provided by an Entity in connection with the Sale Transaction.

142. “Second Lien Loans” shall have the meaning ascribed to it in the New Debt Term Sheet.

143. “Second Lien Loan Purchase Proceeds” shall mean the Cash proceeds of the Second Lien Loan Purchase Election

144. “Second Lien Loan Purchase Election” means, solely with respect to the Reorganization Transaction, each Consenting Interest Holder’s right to purchase for cash at par, upon and subject to the issuance of Second Lien Loans, its pro rata share, but not less than its pro rata share, of 4.25 percent of the total amount of Second Lien Loans issued pursuant to the Plan.

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

146. “Securities Act” means the Securities Act of 1933, 15 U.S.C. §§ 77a–77aa, together with the rules and regulations promulgated thereunder.

147. “Security” means a security as defined in section 2(a)(1) of the Securities Act.

148. “Senior Secured Claims” means, collectively: (a) the Loan Claims; and (b) the Hedging Claims.

149. “Senior Secured Party Equity Distribution” means, solely with respect to the Reorganization Transaction, 95.75 percent of the New Holdings Interests, (a) subject to dilution by the Management Equity Consideration to the extent that the Consenting Interest Holders elect to receive the Management Equity Consideration in lieu of the Management Cash Consideration, (b) subject to adjustment if the Statewide Interest Equity Distribution is increased or decreased due to the principal amount of the New Loans or New Third-Party Financing, as applicable, being greater than or less than \$2.75 billion as of the Effective Date, and (c) subject to increase if the Put Election is exercised (in which case the Senior Secured Party Equity Distribution shall be 100 percent of the New Holdings Interests subject to dilution and adjustment as set forth in subsections (a) and (b)), which New Holdings Interests shall be fully vested and, subject to applicable law and the Reorganized Holdings LLC Agreement, freely transferrable by the Holders thereof as of the Effective Date.

150. “Senior Secured Party Sale Transaction Distribution” means, solely upon closing the Sale Transaction (if any), the Net Sale Transaction Proceeds, subject to payment of the Statewide Interest Sale Transaction Distribution, as well as the proceeds of any remaining Cash, property, or other assets of the Debtors not otherwise used to fund obligations under the Plan, up to the Allowed amount of Senior Secured Claims.

151. “Senior Secured Parties” means, collectively: (a) the Lenders; and (b) the Hedging Parties.

152. “Skyway Agreements” means the various intercompany arrangements between the Concessionaire and the Skyway Concessionaire, including that certain Electronic Toll Collection Agreement, dated as of September 23, 2008, between the Concessionaire and the Skyway Concessionaire.

153. “Skyway Concessionaire” means Skyway Concession Company LLC, a Delaware limited liability company.

154. “Special Committee” means the special committee of the Board of Directors of Statewide appointed prior to the Petition Date for purposes of overseeing a sale of substantially all of the Debtors’ assets.

155. “Statewide” means Statewide Mobility Partners LLC, a Delaware limited liability company and a Debtor in the Chapter 11 Cases.

156. “Statewide Interest Equity Distribution” means, solely with respect to the Reorganization Transaction, 4.25 percent of the New Holdings Interests, subject to adjustment if the Statewide Interest Equity Distribution is increased or decreased due to the principal amount of the New Loans or New Third-Party Financing, as applicable, being greater than or less than \$2.75 billion as of the Effective Date, which New Holdings Interests shall be fully vested and, subject to applicable law and the Reorganized Holdings LLC Agreement, freely transferrable by the Holders thereof as of the Effective Date; *provided* that any dispute between Statewide and the Reorganized Debtors regarding the amount of any such adjustment shall be determined by an independent third-party valuation expert jointly selected by Statewide and the Required Consenting Secured Parties.

157. “Statewide Interest Sale Transaction Distribution” means, solely with respect to the Sale Transaction, Cash in amount equal to the greater of: (a) \$80,000,000; and (b) \$80,000,000 plus four percent of the Net Sale Transaction Proceeds in excess of \$4,500,000,000, subject to an overall cap of \$100,000,000; *provided* that notwithstanding anything to the contrary in this definition, Holders of Statewide Interests shall receive all Net Sale Transaction Proceeds in excess of the Allowed amount of Senior Secured Claims. For the avoidance of doubt, the Statewide Interest Sale Transaction Distribution shall be payable in full in Cash upon consummation of any Sale Transaction.

158. “Statewide Interests” means all existing Interests in Statewide.

159. “Successful Bid” means the Qualified Bid, if any, selected by the Special Committee, subject to the terms and conditions set forth in Article IV.D of the Plan, as the highest or otherwise best proposal to acquire all or substantially all of the Debtors’ assets.

160. “Swap Register” means the register of Hedging Claims and Hedging Parties with an interest in such Hedging Claims that is maintained by the Administrative Agent in accordance with Section 9.12 of the Loan Agreement.

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

162. “Unimpaired” means, solely with respect to a Class of Claims or Interests, a Class of Claims or Interests that is unimpaired within the meaning of section 1124 of the Bankruptcy Code.

163. “Unsecured Claim” means any Claim that is not a Secured Claim.

164. “U.S. Trustee” means the Office of the United States Trustee for the Northern District of Illinois.

165. “Wind Down” means, following the closing of the Sale Transaction, the process to wind down, dissolve, and liquidate the Estates.

B. Rules of Interpretation.

For purposes of the Plan: (1) in the appropriate context, each term, whether stated in the singular or the plural, shall include both the singular and the plural, and pronouns stated in the masculine, feminine, or neuter gender shall include the masculine, feminine, and the neuter gender; (2) unless otherwise specified, any reference herein to a contract, lease, instrument, release, indenture, or other agreement or document being in a particular form or on particular terms and conditions means that the referenced document shall be substantially in that form or substantially on those terms and conditions; (3) unless otherwise specified, any reference herein to an existing document, schedule, or exhibit, whether or not Filed, having been Filed, or to be Filed shall mean that document, schedule, or exhibit, as it may thereafter be amended, modified, or supplemented from time to time; (4) any reference to an Entity as a Holder of a Claim or Interest includes that Entity’s successors and assigns; (5) unless otherwise specified, all references herein to “Articles” are references to Articles of the Plan or hereto; (6) unless otherwise specified, all references herein to exhibits are references to exhibits in the Plan Supplement; (7) unless otherwise specified, the words “herein,” “hereof,” and “hereto” refer to the Plan in its entirety rather than to a particular portion of the Plan; (8) subject to the provisions of any contract, certificate of incorporation, by-law, instrument, release, or other agreement or document entered into in connection with the Plan, the rights and obligations arising pursuant to the Plan shall be governed by, and construed and enforced in accordance with the applicable federal law, including the Bankruptcy Code and Bankruptcy Rules; (9) captions and headings to Articles are inserted for convenience of reference only and are not intended to be a part of or to affect the interpretation of the Plan; (10) unless otherwise specified herein, the rules of construction set forth in section 102 of the Bankruptcy Code (other than section 102(5) of the Bankruptcy Code) shall apply; (11) any term used in capitalized form herein that is not otherwise defined but that is used in the Bankruptcy Code or the Bankruptcy Rules shall have the meaning assigned to that term in the Bankruptcy Code or the Bankruptcy Rules, as the case may be; (12) all references to docket numbers of documents Filed in the Chapter 11 Cases are references to the docket numbers under the Bankruptcy Court’s Case Management and Electronic Case Filing system; (13) all references to statutes, regulations, orders, rules of courts, and the like shall mean as amended, modified, or supplemented from time to time, and as applicable to the Chapter 11 Cases, unless otherwise stated; and (14) any immaterial effectuating provisions may be interpreted by the Debtors or Reorganized Holdings, as applicable, in such a manner that is consistent with the overall purpose and intent of the Plan, subject to the reasonable approval of the Required Consenting Secured Parties and the Consenting Interest Holders, without further notice to or action, order, or approval of the Bankruptcy Court or any other Entity.

C. Computation of Time.

Unless otherwise specifically stated herein, the provisions of Bankruptcy Rule 9006(a) shall apply in computing any period of time prescribed or allowed herein. If the date on which a transaction may occur pursuant to the Plan shall occur on a day that is not a Business Day, then such transaction shall instead occur on the next succeeding Business Day.

D. Governing Law.

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

E. Reference to Monetary Figures.

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

**ARTICLE II.
ADMINISTRATIVE CLAIMS AND PRIORITY TAX CLAIMS**

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

A. Administrative Claims.

Unless otherwise agreed to by the holder of an Allowed Administrative Claim, the Debtors or Reorganized Holdings, as applicable, subject to the reasonable consent of the Required Consenting Secured Parties and the Consenting Interest Holders, such consent not to be unreasonably withheld, each holder of an Allowed Administrative Claim will receive in full and final satisfaction of its Administrative Claim an amount of Cash equal to the amount of such Allowed Administrative Claim either: (1) on the Effective Date, or as soon as practicable thereafter, (2) if the Administrative Claim is not Allowed as of the Effective Date, no later than 30 days after the date on which an order Allowing such Administrative Claim becomes a Final Order, or as soon as reasonably practicable thereafter, or (3) if the Allowed Administrative Claim is based on liabilities incurred by the Debtors in the ordinary course of their business after the Petition Date, pursuant to the terms and conditions of the particular transaction giving rise to such Allowed Administrative Claims, without any further action by the holders of such Allowed Administrative Claims.

B. Professional Compensation.

1. Professional Fee Account.

As soon as reasonably practicable after the Confirmation Date and no later than the Effective Date, the Debtors shall establish the Professional Fee Account. The Debtors shall fund the Professional Fee Account with Cash equal to the Professional Fee Amount. The Professional Fee Account shall be funded on the Effective Date and maintained in trust for the Professionals and shall not be considered property of the Debtors' Estates or the Reorganized Debtors, as applicable; *provided, however*, that Reorganized Holdings shall have a reversionary interest in the excess, if any, of the amount of the Professional Fee Account over the aggregate Allowed Accrued Professional Compensation Claims to be paid from the Professional Fee Account.

2. Final Fee Applications and Payment of Accrued Professional Compensation Claims.

All final requests for payment of Accrued Professional Compensation Claims incurred during the period from Petition Date through the Confirmation Date, shall be Filed no later than 45 days after the Effective Date. After notice and a hearing in accordance with the procedures established by the Bankruptcy Code and prior Bankruptcy Court orders, the Allowed amounts of such Accrued Professional Compensation Claims shall be

determined by the Bankruptcy Court. The amount of Accrued Professional Compensation Claims owing to the Professionals shall be paid in Cash to such Professionals from funds held in the Professional Fee Account when such Claims are Allowed by a Final Order. To the extent that funds held in the Professional Fee Account are unable to satisfy the amount of Accrued Professional Compensation Claims owing to the Professionals, such Professionals shall have an Allowed Administrative Claim for any such deficiency, which shall be satisfied in accordance with Article II of the Plan. After all Accrued Professional Compensation Claims have been paid in full, the Final Order allowing such Accrued Professional Compensation Claims shall direct the escrow agent to return any excess amounts to Reorganized Holdings.

3. Estimation of Fees and Expenses.

To receive payment for unbilled fees and expenses incurred through the Confirmation Date, the Professionals shall estimate their Accrued Professional Compensation Claims through and including the Confirmation Date and shall deliver such estimate to the Debtors by a date in advance of the Effective Date; *provided* that such estimate shall not be considered an admission or a cap with respect to the fees and expenses of such Professionals and such Professionals are not bound to any extent by the estimates. If a Professional does not provide an estimate, the Debtors may estimate the unbilled fees and expenses of such Professional. The total amount so estimated shall comprise the Professional Fee Amount.

4. Post-Confirmation Fees and Expenses.

Except as otherwise specifically provided in the Plan, from and after the Confirmation Date, the Debtors or Reorganized Holdings, as applicable, shall, in the ordinary course of business and without any further notice to or action, order, or approval of the Bankruptcy Court, pay in Cash the reasonable and documented legal, professional, or other fees and expenses related to implementation and Consummation of the Plan incurred by the Debtors or Reorganized Holdings, as applicable. Upon the Confirmation Date, any requirement that Professionals comply with sections 327 through 331, 363, and 1103 of the Bankruptcy Code in seeking compensation for services rendered after such date shall terminate, and the Debtors may pay any Professional in the ordinary course of business without any further notice to or action, order, or approval of the Bankruptcy Court. A copy of each invoice submitted by a Professional for post-Confirmation Date fees and expenses shall be delivered to counsel to the Committee of Secured Parties, and such invoices shall include: (a) the names of the attorneys and other individuals who performed services in the period covered by such invoice and, to the extent that such Professional maintains timekeeping records, the number of hours expended by each individual employed or engaged by such Professional; (b) a summary description of the services provided by individuals employed or engaged by such Professional; *provided* that any such invoice may be redacted to protect privileged, confidential, or proprietary information; and (c) each disbursement and expense incurred by such Professional in connection with services provided during the period covered by such invoice. The Required Consenting Secured Parties shall have 10 days after receipt of the applicable invoice to submit (to the applicable Professional and the Debtors) a written objection to the reasonableness of the fees and expenses set forth in the applicable invoice. To the extent that any objection is raised, the Debtors shall pay the undisputed portion, and the parties will work in good faith to resolve the objection. If no such resolution can be reached, the objection will be resolved by the Bankruptcy Court.

C. Priority Tax Claims.

Except to the extent that a Holder of an Allowed Priority Tax Claim agrees to a less favorable treatment, in full and final satisfaction, settlement, release, and discharge of and in exchange for each Allowed Priority Tax Claim, each Holder of such Allowed Priority Tax Claim shall be treated in accordance with the terms set forth in section 1129(a)(9)(C) of the Bankruptcy Code.

**ARTICLE III.
CLASSIFICATION AND TREATMENT OF CLAIMS AND INTERESTS**

A. Classification of Claims and Interests.

Claims and Interests, except for Administrative Claims, Priority Tax Claims, and Accrued Professional Compensation Claims, are classified in the Classes set forth in this Article III of the Plan. A Claim or Interest is classified in a particular Class only to the extent that the Claim or Interest qualifies within the description of that Class and is classified in other Classes to the extent that any portion of the Claim or Interest qualifies within the description of such other Classes. A Claim or Interest also is classified in a particular Class for the purpose of receiving distributions pursuant to the Plan only to the extent that such Claim or Interest is an Allowed Claim or Allowed Interest in that Class and has not been paid, released, or otherwise satisfied prior to the Effective Date.

1. Class Identification.

The classification of Claims and Interests against the Debtors pursuant to the Plan is as follows:

Class	Claims and Interests	Status	Voting Rights
Class 1	Other Priority Claims	Unimpaired	Not Entitled to Vote (Presumed to Accept)
Class 2	Other Secured Claims	Unimpaired	Not Entitled to Vote (Presumed to Accept)
Class 3	Senior Secured Claims	Impaired	Entitled to Vote
Class 4	General Unsecured Claims	Unimpaired	Not Entitled to Vote (Presumed to Accept)
Class 5	Intercompany Claims	Unimpaired	Not Entitled to Vote (Presumed to Accept)
Class 6	Intercompany Interests	Unimpaired	Not Entitled to Vote (Presumed to Accept)
Class 7	Statewide Interests	Impaired	Entitled to Vote

B. Treatment of Claims and Interests.

1. Class 1—Other Priority Claims.

- (a) *Classification:* Class 1 consists of all Other Priority Claims.
- (b) *Treatment:* Except to the extent that a Holder of an Allowed Claim in Class 1 agrees to a less favorable treatment of its Allowed Claim, in full and final satisfaction, settlement, release, and discharge of and in exchange for each Allowed Claim in Class 1, each such Holder shall receive payment in full in Cash.
- (c) *Voting:* Class 1 is Unimpaired under the Plan. Holders of Claims in Class 1 are conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, such Holders are not entitled to vote to accept or reject the Plan.

2. Class 2—Other Secured Claims.

- (a) *Classification:* Class 2 consists of all Other Secured Claims.
- (b) *Treatment:* Except to the extent that a Holder of an Allowed Claim in Class 2 agrees to a less favorable treatment of its Allowed Claim, in full and final satisfaction, settlement, release, and discharge of and in exchange for each Allowed Claim in Class 2, each such

Holder shall receive, at the option of the Debtors, subject to the reasonable consent of the Required Consenting Secured Parties:

- (i) payment in full in Cash;
 - (ii) delivery of collateral securing any such Claim and payment of any interest required under section 506(b) of the Bankruptcy Code;
 - (iii) Reinstatement of such Other Secured Claims; or
 - (iv) other treatment rendering such Claim Unimpaired.
- (c) *Voting:* Class 2 is Unimpaired under the Plan. Holders of Claims in Class 2 are conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, such Holders are not entitled to vote to accept or reject the Plan.

3. Class 3—Senior Secured Claims.

- (a) *Classification:* Class 3 consists of all Senior Secured Claims.
- (b) *Allowance:* The Senior Secured Claims shall be Allowed, and deemed to be Allowed, in the aggregate principal amount of \$6,007,978,671.76 (which amount does not include any unpaid interest, whether or not such interest was accrued but unpaid as of the Petition Date), plus accrued interest through the Effective Date at the default rate, as well as any other fees, expenses, or other obligations owed to the Senior Secured Parties under the Loan Agreement, the Hedging Agreements, and any related documents. The Plan shall constitute a settlement of the proper interest rate to be applied to the Hedging Claims. Notwithstanding anything to the contrary contained in a Hedging Agreement, the interest rate applied to the Hedging Claims shall be 4.4% per annum inclusive of default rate interest. For the avoidance of doubt, Senior Secured Parties shall not be required to File Proofs of Claim.
- (c) *Treatment:* Except to the extent that a Holder of an Allowed Claim in Class 3 agrees to a less favorable treatment, in full and final satisfaction, settlement, release, and discharge of and in exchange for each Allowed Claim in Class 3, each such Holder thereof shall receive:
 - (i) **If the Sale Transaction occurs:** such Holder's Pro Rata share of the Senior Secured Party Sale Transaction Distribution.
 - (ii) **If the Sale Transaction does not occur:** (a) at the election of the Majority Secured Parties, such Holder's Pro Rata share of either (x) the New Loans and Second Lien Loan Purchase Proceeds, if any, or (y) New Third-Party Financing Proceeds and (b) Pro Rata share of the Senior Secured Party Equity Distribution.
- (d) *Voting:* Class 3 is Impaired under the Plan. Therefore, Holders of Allowed Claims in Class 3 are entitled to vote to accept or reject the Plan.

4. Class 4—General Unsecured Claims.

- (a) *Classification:* Class 4 consists of all General Unsecured Claims.
- (b) *Treatment:* Except to the extent that a Holder of an Allowed Class 4 Claim agrees to a less favorable treatment, in full and final satisfaction, settlement, release, and discharge

of and in exchange for each Allowed Class 4 Claim, each such Holder shall receive, at the option of the Debtors:

- (i) payment in full in Cash;
 - (ii) Reinstatement of such General Unsecured Claims; or
 - (iii) other treatment rendering such Claim Unimpaired.
- (c) *Voting:* Class 4 is Unimpaired under the Plan. Holders of Claims in Class 4 are conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, such Holders are not entitled to vote to accept or reject the Plan.

5. Class 5—Intercompany Claims.

- (a) *Classification:* Class 5 consists of all Intercompany Claims.
- (b) *Treatment:* Holders of Intercompany Claims shall receive no distribution on account of such Intercompany Claims under the Plan, except that the Debtors and the Reorganized Debtors, as applicable, will be entitled to transfer funds between and among themselves as they determine to be necessary or appropriate to enable the Reorganized Debtors to satisfy their obligations under the Plan and, from and after the Effective Date, Intercompany Claims may be settled, released or satisfied as determined by Reorganized Holdings in its sole discretion.
- (c) *Voting:* Class 5 is Unimpaired under the Plan. Holders of Claims in Class 5 are conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, such Holders are not entitled to vote to accept or reject the Plan.

6. Class 6—Intercompany Interests.

- (a) *Classification:* Class 6 consists of all Intercompany Interests.
- (b) *Treatment:* Except to the extent necessary to implement the Reorganization Transaction, on the Effective Date, or as soon thereafter as practicable, all Allowed Intercompany Interests shall be Reinstated, except that if a Sale Transaction does not occur, the Holder of Holdings Equity Interests (Statewide) shall receive the treatment set forth in Article III.B.7(b)(ii) of the Plan.
- (c) *Voting:* Class 6 is Unimpaired under the Plan. Holders of Interests in Class 6 are conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, such Holders are not entitled to vote to accept or reject the Plan.

7. Class 7—Statewide Interests.

- (a) *Classification:* Class 7 consists of all Statewide Interests.
- (b) *Treatment:* Except to the extent necessary to implement the Reorganization Transaction, or that a Holder of an Allowed Class 7 Interest agrees to a less favorable treatment, in full and final satisfaction, settlement, release, and discharge of and in exchange for each Allowed Class 7 Interest, each such Holder thereof shall, on the Effective Date:
 - (i) **If the Sale Transaction occurs on the Effective Date:** receive such Holder's Pro Rata share of the Statewide Interest Sale Transaction Distribution.
 - (ii) **If the Sale Transaction does not occur on the Effective Date:** retain its Statewide Interests, and Statewide shall, on the Effective Date, receive the Statewide Interest Equity Distribution, subject to the Put Election, it being understood that the Plan will not limit Statewide's right to transfer the Statewide Interest Equity Distribution provided that Statewide shall have at least two members for the entire six-month period beginning on the Effective Date.
- (c) *Voting:* Class 7 is Impaired under the Plan. Therefore, Holders of Allowed Interests in Class 7 are entitled to vote to accept or reject the Plan.

C. *Certain Sale Transaction Considerations.*

Notwithstanding anything herein to the contrary, and notwithstanding how the Sale Transaction may be structured under the Sale Transaction Documents or otherwise, if the Sale Transaction occurs on the Effective Date, each Holder of Statewide Interests shall receive such Holder's Pro Rata share of the Statewide Interest Sale Transaction Distribution.

D. *Special Provision Governing Unimpaired Claims.*

Except as otherwise provided in the Plan, nothing under the Plan shall affect the Debtors' rights in respect of any Unimpaired Claims, including all rights in respect of legal and equitable defenses to or setoffs or recoupments against any such Unimpaired Claims.

E. *Acceptance or Rejection of the Plan.*

1. Voting Classes.

Classes 3 and 7 are Impaired under the Plan. The Holders of Claims in Class 3 and Interests in Class 7 are entitled to vote to accept or reject the Plan.

2. Presumed Acceptance of the Plan.

Classes 1, 2, 4, 5, and 6 are Unimpaired under the Plan. The Holders of Claims and Interests in such Classes are presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code and are not entitled to vote to accept or reject the Plan.

F. *Elimination of Vacant Classes.*

Any Class of Claims or Interests that, as of the commencement of the Confirmation Hearing, does not have at least one Holder of a Claim or Interest that is Allowed in an amount greater than zero for voting purposes pursuant to the Confirmation Order shall be considered vacant, deemed eliminated from the Plan for purposes of voting to accept or reject the Plan, and disregarded for purposes of determining whether the Plan satisfies section 1129(a)(8) of the Bankruptcy Code with respect to that Class.

G. Confirmation Pursuant to Sections 1129(a)(10) and 1129(b) of the Bankruptcy Code.

In the event that Class 3 votes to reject the Plan, the Debtors reserve the right to pursue Confirmation of an alternative plan of reorganization pursuant to section 1129(b) of the Bankruptcy Code.

H. Controversy Concerning Impairment.

If a controversy arises as to whether any Claims or Interests, or any Class of Claims or Interests, are Impaired, the Bankruptcy Court shall, after notice and a hearing, determine such controversy on or before the Confirmation Date.

I. Subordinated Claims.

The allowance, classification, and treatment of all Allowed Claims and Allowed Interests and the respective distributions and treatments under the Plan take into account and conform to the relative priority and rights of the Claims and Interests in each Class in connection with any contractual, legal, and equitable subordination rights relating thereto, whether arising under general principles of equitable subordination, section 510(b) of the Bankruptcy Code, or otherwise. Pursuant to section 510 of the Bankruptcy Code, the Debtors and Reorganized Holdings, as applicable, reserve the right to reclassify any Allowed Claim or Allowed Interest, other than the Senior Secured Claims and the Consenting Interest Holders' Interests (including, for the avoidance of doubt, the Consenting Interest Holders' Statewide Interests), in accordance with any contractual, legal, or equitable subordination relating thereto; *provided, however*, that any such reclassification must be approved by the Required Consenting Secured Parties.

**ARTICLE IV.
MEANS FOR IMPLEMENTATION OF THE PLAN**

A. No Substantive Consolidation.

The Plan is being proposed as a joint plan of reorganization of the Debtors for administrative purposes only and constitutes a separate chapter 11 plan of reorganization for each Debtor. The Plan is not premised upon the substantive consolidation of the Debtors with respect to the Classes of Claims or Interests set forth in the Plan.

B. Restructuring Transactions.

On the Effective Date, the Debtors or Reorganized Debtors, as applicable, shall enter into the Restructuring Transactions, and shall take any actions as may be necessary or appropriate to effect a corporate restructuring of their respective businesses or a corporate restructuring of the overall corporate structure of the Debtors, to the extent provided in the Plan. The Restructuring Transactions may include one or more intercompany mergers, consolidations, amalgamations, arrangements, continuances, restructurings, conversions, dissolutions, transfers, liquidations, or other corporate transactions as may be determined by either (x) the Debtors, in good-faith consultation with and subject to the reasonable consent of both the Required Consenting Secured Parties and the Consenting Interest Holders, or (y) Reorganized Holdings, as applicable, to be necessary or appropriate. The actions to implement the Restructuring Transactions may include (but shall not be limited to): (1) the execution and delivery of appropriate agreements or other documents of merger, amalgamation, consolidation, restructuring, conversion, disposition, transfer, arrangement, continuance, dissolution, sale, purchase, or liquidation containing terms that are consistent with the terms of the Plan and that satisfy the applicable requirements of applicable law and any other terms to which the applicable Entities may agree; (2) the execution and delivery of appropriate instruments of transfer, assignment, assumption, or delegation of any asset, property, right, liability, debt, or obligation on terms consistent with the terms of the Plan and having other terms for which the applicable parties agree; (3) the filing of appropriate certificates or articles of incorporation, reincorporation, merger, consolidation, conversion, amalgamation, arrangement, continuance, or dissolution pursuant to applicable state or provincial law; (4) all actions that the Special Committee reasonably determines, in good-faith consultation with the Required Consenting Secured Parties, are necessary or appropriate to implement the Sale Transaction; and (5) making any filings or recordings that may be required by applicable law in connection with the Plan.

C. Sources of Consideration for Plan Distributions.

On the Effective Date, the Debtors will consummate either the Sale Transaction or, if no bid is designated as the Successful Bid in accordance with the Plan, the Reorganization Transaction, in each case in accordance with the terms of the Plan and the Restructuring Support Agreement.

The Debtors shall fund distributions and satisfy applicable Allowed Claims and Allowed Interests under the Plan with respect to the Sale Transaction using Cash on hand and the Sale Transaction Proceeds.

The Reorganized Debtors shall fund distributions and satisfy applicable Allowed Claims and Allowed Interests under the Plan with respect to the Reorganization Transaction with Cash on hand, including Cash from operations, any Cash provided pursuant to New Third-Party Financing, the New Loans, and the New Holdings Interests.

D. Sale Transaction.

1. Sale Process.

Prior to the Effective Date, the Special Committee shall have the exclusive right to exercise the Debtors' authority to oversee and manage the sale process relating to any potential Sale Transaction in good-faith consultation with the Committee of Secured Parties Steering Group. Any references to acts to be performed or determinations to be made by the Debtors with respect to the Sale Transaction shall be deemed to refer to the acts to be performed or determinations to be made by the Special Committee. All insiders and members of the board of directors of Statewide (other than those directors serving on the Special Committee) shall recuse themselves from consideration or involvement in such sale process; *provided* that the foregoing shall not limit the right of any insider of any Debtor or member of the board of directors of Statewide from participating in the sale process as a bidder or prospective bidder. The Committee of Secured Parties Steering Group and its advisors shall have the right to review all information, diligence, and materials provided by any investment banker retained by the Special Committee to any bidder or prospective bidder with respect to the sale and to consult with such investment banker with respect to any potential Sale Transaction. The Special Committee and the Committee of Secured Parties Steering Group shall consult in good faith regarding the sale process, including any diligence and other information requested by the Committee of Secured Parties Steering Group and its advisors with respect thereto.

2. Termination of Sale Process.

The Special Committee shall have the right, in good-faith consultation with, and subject to the reasonable consent of, the Required Consenting Secured Parties, to terminate the sale process and either: (a) designate any bid as the Successful Bid and pursue the Sale Transaction, subject to the right of the Majority Secured Parties to issue the Reorganization Transaction Election Notice within five Business Days of any such designation; or (b) declare that there is no Successful Bid and pursue the Reorganization Transaction. Notwithstanding the prior sentence, if the Special Committee does not designate any Qualified Bid as the Successful Bid on or before 5:00 p.m., prevailing Eastern Time, on August 1, 2015, the sale process shall terminate and the Debtors shall consummate the Reorganization Transaction. Following termination of the sale process, the Debtors shall pursue and implement the Reorganization Transaction or the Sale Transaction, as applicable, and shall make all reasonable efforts to cause the Effective Date to occur as soon as practicable.

3. Closing of Sale Transaction (If Any).

On the Effective Date, the Debtors shall be authorized to consummate the Sale Transaction contemplated by the Successful Bid and, among other things, the Debtors' assets (including Executory Contracts and Unexpired Leases assumed and assigned pursuant to Article V hereof) shall be transferred to and vest in the Purchaser free and clear of all Liens, Claims, charges, or other encumbrances pursuant to the terms of the Purchase Agreement and Confirmation Order; *provided* that the Debtors may request entry of any order supplementing the Confirmation Order that the Special Committee believes is necessary or appropriate to implement the terms and conditions of the Sale Transaction. On and after the Effective Date, except as otherwise provided in the Plan, the Debtors or the

Purchaser, as applicable, may operate the Debtors' businesses and may use, acquire, or dispose of property and compromise or settle any Claims, Interests, or Causes of Action without supervision or approval by the Bankruptcy Court and free of any restrictions of the Bankruptcy Code or Bankruptcy Rules.

4. Wind Down and Dissolution of the Debtors.

The Debtors will make distributions to Holders of Allowed Claims and Allowed Interests in accordance with the priorities set forth in the Plan and implement the Wind Down pursuant to the Plan. As soon as practicable after the Effective Date and only to the extent necessary and not otherwise resolved by the Debtors, the Debtors or an Entity selected by the Debtors shall: (a) file for the Debtors and their direct and indirect subsidiaries a certificate of dissolution, together with all other necessary corporate and company documents, to effect the dissolution of the Debtors and their respective direct and indirect subsidiaries under the applicable laws of their state of incorporation or formation (as applicable); (b) make distributions to Holders of Allowed Claims and Allowed Interests as provided by the Plan; (c) prosecute, settle, or compromise any Causes of Action; (d) complete and file, as necessary, all final or otherwise required federal, state, and local tax returns for the Debtors; and (e) take such other actions as the Debtors or the Entity selected by the Debtors to conduct the Wind Down may determine to be necessary or desirable to implement the Wind Down. The Debtors will, in an expeditious but orderly manner, make timely distributions pursuant to the Plan and the Confirmation Order.

The filing of the Debtors' and their respective direct and indirect subsidiaries' certificates of dissolution and any and all other corporate and company documents necessary to effectuate the Wind Down shall be authorized and approved in all respects without further action under applicable law, regulation, order, or rule, including any action by the stockholders, members, the board of directors, or board of directors or similar governing body of the Debtors.

E. *Principal Means for Implementation of the Reorganization Transaction.*

If the sale process is terminated without the designation of a Successful Bid, the Debtors shall pursue and implement the Reorganization Transaction. The principal means for implementation of the Reorganization Transaction are set forth below.

1. New Loans.

The Reorganized Concessionaire shall execute and deliver the New Debt Documents and all related documents to which the Reorganized Concessionaire is intended to be a party on the Effective Date. All such documents are incorporated herein by reference, and shall become effective in accordance with their terms and the Plan.

On the Effective Date, and without further notice to or order or other approval of the Bankruptcy Court, act, or action under applicable law, regulation, order, or rule or the vote, consent, authorization, or approval of any Person or Entity (including the boards of directors of the Debtors), except for the Confirmation Order and as otherwise required by the New Debt Documents and the Restructuring Support Agreement, the Reorganized Concessionaire shall, and is authorized to, enter into the New Debt Documents and perform and receive the proceeds of the New Loans, and to execute and deliver the New Debt Documents and all related documents to which the Reorganized Concessionaire is intended to be a party on the Effective Date, in each case consistent with the terms of the Plan. Subject to the limitations and consent rights set forth herein and in the Restructuring Support Agreement, Confirmation of the Plan shall be deemed (x) approval of the New Loans and the New Debt Documents, and all transactions contemplated thereby, including any supplemental or additional syndication of the New Loans, and all actions to be taken, undertakings to be made, and obligations to be incurred by the Reorganized Concessionaire in connection therewith, including the payment of all fees, indemnities, and expenses provided for therein, and (y) authorization of the Reorganized Concessionaire to enter into and execute the New Debt Documents and such other documents as may be required to effectuate the treatment afforded by the New Credit Agreement.

The obligations under the New Debt Documents shall constitute legal, valid, binding, and authorized obligations of the Reorganized Concessionaire, enforceable in accordance with the terms thereof. The financial

accommodations to be extended pursuant to the New Debt Documents are being extended, and shall be deemed to have been extended, in good faith, for legitimate business purposes, are reasonable, shall not be subject to recharacterization for any purposes whatsoever, and shall not constitute preferential transfers or fraudulent conveyances under the Bankruptcy Code or any other applicable non-bankruptcy law. On the Effective Date, all of the Liens and security interests to be granted in accordance with the New Security Documents shall be deemed to be approved, shall be legal, binding, and enforceable Liens on, and security interests in, the collateral granted thereunder in accordance with the terms of the New Security Documents and the New Debt Documents, shall be deemed perfected on the Effective Date, subject only to such Liens and security interests as may be permitted under the New Security Documents and the New Debt Documents, and shall not be subject to recharacterization or equitable subordination for any purposes whatsoever and shall not constitute preferential transfers or fraudulent conveyances under the Bankruptcy Code or any applicable nonbankruptcy law. The Reorganized Concessionaire and the persons and entities granted such Liens and security interests are authorized to make all filings and recordings, and to obtain all governmental approvals and consents (including all governmental approvals and consents reasonably requested by the counsel to the Committee of Secured Parties) necessary to establish and perfect such Liens and security interests under the provisions of the applicable state, provincial, federal, or other law (whether domestic or foreign) that would be applicable in the absence of the Plan and the Confirmation Order (it being understood that perfection shall occur automatically by virtue of the entry of the Confirmation Order and any such filings, recordings, approvals, and consents shall not be required), and will thereafter cooperate to make all other filings and recordings that otherwise would be necessary under applicable law to give notice of such Liens and security interests to third parties. As of the Effective Date, the Liens and security interests securing the New Loans shall be governed by the terms of the New Security Documents and the relative Lien, payment, and enforcement priorities of the New Loans shall be governed by the terms of the New Intercreditor Agreement.

2. New Third Party Financing.

If, prior to August 1, 2015, the Required Consenting Secured Parties alternatively elect to cause Holders of Senior Secured Claims to receive Cash in lieu of the New Loans on the Effective Date, the Reorganized Concessionaire shall not enter into the New Credit Agreement and shall instead execute and deliver the New Third-Party Financing Documents and all related documents to which the Reorganized Concessionaire is intended to be a party on the Effective Date. All such documents are incorporated herein by reference, and shall become effective in accordance with their terms and the Plan. The Debtors may request entry of any Final Order supplementing the Confirmation Order that the Debtors, in good-faith consultation with the Required Consenting Secured Parties, believe is necessary or appropriate to implement the terms and conditions of the Third-Party Financing.

On the Effective Date, and without further notice to or order or other approval of the Bankruptcy Court, act, or action under applicable law, regulation, order, or rule or the vote, consent, authorization, or approval of any Person or Entity (including the boards of directors of the Debtors), except for the Confirmation Order and as otherwise required by the New Third-Party Financing Documents and the Restructuring Support Agreement, the Reorganized Concessionaire shall, and is authorized to, enter into the New Third-Party Financing Documents, if any, and perform and receive the New Third-Party Financing Proceeds, and to execute and deliver the New Third-Party Financing Documents and all related documents to which the Reorganized Concessionaire is intended to be a party on the Effective Date, in each case consistent with the terms of the Plan. Subject to the limitations and consent rights set forth herein and in the Restructuring Support Agreement, Confirmation of the Plan shall be deemed (x) approval of the New Third-Party Financing and the New Third-Party Financing Documents, and all transactions contemplated thereby, including any supplemental or additional syndication of the New Third-Party Financing, and all actions to be taken, undertakings to be made, and obligations to be incurred by the Reorganized Concessionaire in connection therewith, including the payment of all fees, indemnities, and expenses provided for therein, and (y) authorization of the Reorganized Concessionaire to enter into and execute the New Third-Party Financing Documents and such other documents as may be required to effectuate the treatment afforded by the New Third-Party Financing.

The obligations under the New Third-Party Financing Documents shall constitute legal, valid, binding, and authorized obligations of the Reorganized Concessionaire, enforceable in accordance with the terms thereof. The financial accommodations to be extended pursuant to the New Third-Party Financing Documents are being extended, and shall be deemed to have been extended, in good faith, for legitimate business purposes, are

reasonable, shall not be subject to recharacterization for any purposes whatsoever, and shall not constitute preferential transfers or fraudulent conveyances under the Bankruptcy Code or any other applicable non-bankruptcy law. On the Effective Date, all of the Liens and security interests to be granted in accordance with the New Third-Party Financing Documents shall be deemed to be approved, shall be legal, binding, and enforceable Liens on, and security interests in, the collateral granted thereunder in accordance with the terms of the New Third-Party Financing Documents, shall be deemed perfected on the Effective Date, subject only to such Liens and security interests as may be permitted under the New Third-Party Financing Documents, and shall not be subject to recharacterization or equitable subordination for any purposes whatsoever and shall not constitute preferential transfers or fraudulent conveyances under the Bankruptcy Code or any applicable nonbankruptcy law. The Reorganized Concessionaire and the persons and entities granted such Liens and security interests are authorized to make all filings and recordings, and to obtain all governmental approvals and consents (including all governmental approvals and consents reasonably requested by the counsel to the Committee of Secured Parties) necessary to establish and perfect such Liens and security interests under the provisions of the applicable state, provincial, federal, or other law (whether domestic or foreign) that would be applicable in the absence of the Plan and the Confirmation Order (it being understood that perfection shall occur automatically by virtue of the entry of the Confirmation Order and any such filings, recordings, approvals, and consents shall not be required), and will thereafter cooperate to make all other filings and recordings that otherwise would be necessary under applicable law to give notice of such Liens and security interests to third parties. As of the Effective Date, the Liens and security interests securing the New Third-Party Financing shall be governed by the terms of the New Security Documents and the relative Lien, payment, and enforcement priorities of the New Third-Party Financing shall be governed by the terms of the New Intercreditor Agreement.

3. Second Lien Loan Purchase Election.

Each Consenting Interest Holder seeking to exercise a Second Lien Loan Purchase Election shall deliver an irrevocable written notice to the Debtors of its intent to make such purchase pursuant to the Second Lien Loan Purchase Election together with the purchase price in cash in United States dollars not later than three Business Days prior to the Effective Date. Upon the Effective Date, the Debtors shall deliver to each such Consenting Interest Holder the Second Lien Loans purchased pursuant to its Second Lien Loan Purchase Election. Any Second Lien Loans purchased pursuant to a Second Lien Loan Purchase Election shall reduce the amount of Second Lien Loans distributed to holders of Allowed Senior Secured Claims and all Second Lien Loan Purchase Proceeds shall be distributed to the holders of Allowed Senior Secured Claims in accordance with Article III.B.3(c)(ii). Nothing herein shall in any way affect the rights of the Required Consenting Secured Parties under Article IV.E.1 and Article IV.E.2 and the New Debt Term Sheet.

4. Treatment of Holders of Statewide Interests under a Reorganization Transaction.

For the avoidance of doubt, Statewide in its capacity as a Holder of Holdings Interests shall receive the same treatment under the Plan regardless of whether a Reorganization Transaction is implemented either by (a) the entry into the New Credit Agreement or (b) the receipt of New Third-Party Financing.

5. Issuance of the New Holdings Interests.

The issuance of the New Holdings Interests by Reorganized Holdings is authorized without the need for any further corporate action or without any further action by the Holders of Claims or Interests. Reorganized Holdings shall be authorized to issue a certain number of shares of New Holdings Interests pursuant to the Reorganized Holdings LLC Agreement. On the Effective Date, the Debtors shall issue all securities, notes, instruments, certificates, and other documents required to be issued pursuant to the Plan.

All of the shares of New Holdings Interests issued pursuant to the Plan shall be duly authorized, validly issued, fully paid, and non-assessable. Each distribution and issuance referred to in Article VI of the Plan shall be governed by the terms and conditions set forth in the Plan applicable to such distribution or issuance and by the terms and conditions of the instruments evidencing or relating to such distribution or issuance, which terms and conditions shall bind each Entity receiving such distribution or issuance. The Holders of New Holdings Interests may be parties to the New Organizational Documents.

6. Continued Corporate Existence.

The Reorganized Debtors shall adopt the New Organizational Documents. The Reorganized Debtors shall be authorized to adopt any other agreements, documents, and instruments and to take any other actions contemplated under the Plan as necessary or appropriate to consummate the Plan.

7. Vesting of Assets in the Reorganized Debtors.

Except as otherwise provided in the Plan or any agreement, instrument, or other document incorporated in the Plan, on the Effective Date, all property in each Estate, all Causes of Action (unless otherwise released or discharged pursuant to the Plan), and any property acquired by any of the Debtors pursuant to the Plan shall vest in each respective Reorganized Debtor, free and clear of all Liens, Claims, charges, or other encumbrances (except for Liens securing obligations under the New Credit Agreement and the Liens securing obligations on account of Other Secured Claims that are Reinstated pursuant to the Plan, if any). On and after the Effective Date, except as otherwise provided in the Plan, the Reorganized Debtors may operate their business and may use, acquire, or dispose of property and compromise or settle any Claims, Interests, or Causes of Action without supervision or approval by the Bankruptcy Court and free of any restrictions of the Bankruptcy Code or Bankruptcy Rules.

8. New Organizational Documents.

Each of the Reorganized Debtors will file its New Organizational Documents with the applicable Secretaries of State and/or other applicable authorities in its respective state, province, or country of incorporation or formation in accordance with the corporate laws of the respective state, province, or country of incorporation. Pursuant to section 1123(a)(6) of the Bankruptcy Code, the New Organizational Documents will prohibit the issuance of nonvoting equity securities. After the Effective Date, the Reorganized Debtors may amend and restate their respective New Organizational Documents and other constituent documents as permitted by the laws of their respective state, province, or country of incorporation and their respective New Organizational Documents.

9. Directors, Managers, and Officers of the Reorganized Debtors.

As of the Effective Date, the officers and members of the board of managers of the Reorganized Debtors shall be appointed in accordance with the respective New Organizational Documents. To the extent any such director, manager, or officer of the Reorganized Debtors is an “insider” under the Bankruptcy Code, the Debtors also will disclose the nature of any compensation to be paid to such director or officer. Each such director, manager, and officer shall serve from and after the Effective Date pursuant to the terms of the New Organizational Documents and other constituent documents of the Reorganized Debtors.

10. Section 1145 Exemption.

Pursuant to section 1145 of the Bankruptcy Code and, to the extent that section 1145 of the Bankruptcy Code is inapplicable, section 4(a)(2) of the Securities Act, the issuance of the New Holdings Interests as contemplated by the Plan is exempt from, among other things, the registration requirements of Section 5 of the Securities Act and any other applicable United States, state, or local law requiring registration prior to the offering, issuance, distribution, or sale of securities. The New Holdings Interests are not “restricted securities” (as defined in rule 144(a)(3) under the Securities Act) and are freely tradable and transferable by any initial recipient thereof that (x) is not an “affiliate” of the Reorganized Debtors (as defined in rule 144(a)(1) under the Securities Act), (y) has not been such an “affiliate” within 90 days of such transfer, and (z) is not an entity that is an “underwriter” as defined in section 1145(b) of the Bankruptcy Code.

Should the Reorganized Debtors elect on or after the Effective Date to reflect any ownership of the New Holdings Interests through the facilities of the DTC, the Reorganized Debtors need not provide any further evidence other than the Plan or the Confirmation Order with respect to the treatment of the New Holdings Interests under applicable securities laws. The DTC shall be required to accept and conclusively rely upon the Plan and Confirmation Order in lieu of a legal opinion regarding whether the New Holdings Interests are exempt from registration and/or eligible for DTC book-entry delivery, settlement, and depository services.

Notwithstanding anything to the contrary in the Plan, no Entity (including, for the avoidance of doubt, the DTC) may require a legal opinion regarding the validity of any transaction contemplated by the Plan, including, for the avoidance of doubt, whether the New Loans or the New Holdings Interests are exempt from registration and/or eligible for DTC book-entry delivery, settlement, and depository services.

11. Put Option.

Upon a Change In Control of Reorganized Holdings during the 18-month period following the Effective Date, in each case in accordance with Section 7.9 of the Reorganized Holdings LLC Agreement, (a) each Holder of Holdings Interests shall have the right to put its share of the Statewide Interest Equity Distribution to Reorganized Holdings for such Holder's share of \$80,000,000 in Cash; and (b) Reorganized Holdings shall have the right to call the New Holdings Interests on account of the Statewide Interest Equity Distribution for \$100,000,000 in Cash.

F. General Settlement of Claims and Interests.

Pursuant to section 1123 of the Bankruptcy Code and Bankruptcy Rule 9019, and in consideration for the classification, distributions, releases, and other benefits provided under the Plan, on the Effective Date, the provisions of the Plan shall constitute a good-faith compromise and settlement of all Claims, Interests, and controversies resolved pursuant to the Plan.

G. Corporate Existence.

Except as otherwise provided in the Plan, each Debtor, as reorganized pursuant to the Plan, shall continue to exist after the Effective Date as a separate corporate entity, limited liability company, partnership, or other form, as the case may be, with all the powers of a corporation, limited liability company, partnership, or other form, as the case may be, pursuant to the applicable law in the jurisdiction in which each applicable Debtor is incorporated or formed and pursuant to the respective certificate of incorporation and by-laws (or other formation documents) in effect prior to the Effective Date, except to the extent such certificate of incorporation and by-laws (or other formation documents) are amended under or in connection with the Plan or otherwise, and to the extent such documents are amended, such documents are deemed to be amended pursuant to the Plan and require no further action or approval (other than any requisite filings required under applicable state, provincial, or federal law).

H. Cancellation of Existing Securities and Agreements.

On the Effective Date, except to the extent otherwise provided in the Plan, all notes, instruments, certificates, and other documents evidencing Claims or Interests, including the Senior Secured Claims and the Holdings Interests (in the event no Sale Transaction takes place), shall be deemed cancelled and surrendered without any need for a Holder to take further action with respect thereto and the obligations of the Debtors or Reorganized Debtors, as applicable, thereunder or in any way related thereto shall be deemed satisfied in full and discharged; *provided, however*, that notwithstanding Confirmation or Consummation, any such agreement that governs the rights of the Holder of a Claim shall continue in effect solely for purposes of allowing Holders to receive distributions under the Plan; *provided further, however*, that the preceding proviso shall not affect the discharge of Claims or Interests pursuant to the Bankruptcy Code, the Confirmation Order, or the Plan, or result in any expense or liability to the Debtors or Reorganized Debtors, as applicable. Notwithstanding anything to the contrary in the Plan, including this section, the Liens of the Senior Secured Parties shall become liens under the New Security Documents and New Debt Documents, or the New Third-Party Financing Documents, to the extent applicable, and shall not be discharged hereby.

I. Corporate Action.

Upon the Effective Date, all actions contemplated under the Plan shall be deemed authorized and approved in all respects, including: (1) adoption or assumption, as applicable, of the agreements with existing management to the extent provided in the Omnibus Services Agreement; (2) selection of the directors, managers, and officers for the Reorganized Debtors; (3) implementation of the Restructuring Transactions; (4) the Reorganized Concessionaire's entry into (a) the New Debt Documents or the New Third-Party Financing Documents, as applicable, and the New

Security Documents, and (b) the Omnibus Services Agreement; (5) the issuance of the New Holdings Interests; and (6) all other actions contemplated under the Plan (whether to occur before, on, or after the Effective Date). All matters provided for in the Plan involving the corporate structure of the Debtors or the Reorganized Debtors, as applicable, and any corporate action required by the Debtors or the Reorganized Debtors in connection with the Plan shall be deemed to have occurred and shall be in effect, without any requirement of further action by the security holders, directors, managers, or officers of the Debtors or the Reorganized Debtors, as applicable. On or (as applicable) prior to the Effective Date, the appropriate officers of the Debtors or the Reorganized Debtors, as applicable, shall be authorized and (as applicable) directed to issue, execute, and deliver the agreements, documents, securities, and instruments contemplated under the Plan (or necessary or desirable to effect the transactions contemplated under the Plan) in the name of and on behalf of the Reorganized Debtors, including the New Debt Documents or the New Third-Party Financing Documents, as applicable, the New Security Documents, and any and all other agreements, documents, securities, and instruments relating to the foregoing. The authorizations and approvals contemplated by Article IV.I of the Plan shall be effective notwithstanding any requirements under nonbankruptcy law.

J. Effectuating Documents; Further Transactions.

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

K. Section 1146 Exemption.

Pursuant to section 1146(a) of the Bankruptcy Code, any transfers of property or Interests pursuant to the Plan, including the recording of any amendments to such transfers, or any new mortgages or liens placed on the property in connection with such transfers, shall not be subject to any document recording tax, stamp tax, conveyance fee, intangibles or similar tax, mortgage tax, stamp act, real estate transfer tax, mortgage recording tax, or other similar tax or governmental assessment, and upon entry of the Confirmation Order, the appropriate state or local governmental officials or agents shall forgo the collection of any such tax or governmental assessment and accept for filing and recordation any of the foregoing instruments or other documents without the payment of any such tax, recordation fee, or governmental assessment.

L. Preservation of Causes of Action.

In accordance with section 1123(b) of the Bankruptcy Code, but subject to Article VIII of the Plan, the Debtors and the Reorganized Debtors, as applicable, shall retain and may enforce all rights to commence and pursue, as appropriate, any and all Causes of Action, whether arising before or after the Petition Date, including any actions specifically enumerated in the Plan Supplement, and the rights of the Debtors and Reorganized Debtors, as applicable, to commence, prosecute, or settle such Causes of Action shall be preserved notwithstanding the occurrence of the Effective Date, other than the following Causes of Action, which shall be deemed released and waived by the Debtors and Reorganized Debtors as of the Effective Date: (1) the Causes of Action released by the Debtors pursuant to the releases and exculpations contained in the Plan, including in Article VIII; and (2) all Causes of Action that arise under (a) sections 544, 547, and 548 of the Bankruptcy Code and (b) state fraudulent conveyance law, in each case, solely related to payments made in the 90 days prior to the Petition Date. The Reorganized Debtors may pursue such Causes of Action, as appropriate, in accordance with the best interests of the Reorganized Debtors. **No Entity may rely on the absence of a specific reference in the Plan, the Plan Supplement, or the Disclosure Statement to any Cause of Action against it as any indication that the Debtors or the Reorganized Debtors, as applicable, will not pursue any and all available Causes of Action against it. The Debtors or the Reorganized Debtors, as applicable, expressly reserve all rights to prosecute any and all Causes of Action against any Entity, except as otherwise expressly provided in the Plan.** Unless any Causes of Action against an Entity are expressly waived, relinquished, exculpated, released, compromised, or settled pursuant

to the Plan or a Final Order, the Debtors and Reorganized Debtors, as applicable, expressly reserve all Causes of Action, for later adjudication, and, therefore, no preclusion doctrine, including the doctrines of res judicata, collateral estoppel, issue preclusion, claim preclusion, estoppel (judicial, equitable, or otherwise), or laches, shall apply to such Causes of Action upon, after, or as a consequence of the Confirmation or Consummation.

The Debtors and Reorganized Debtors, as applicable, reserve and shall retain the Causes of Action notwithstanding the rejection of any Executory Contract or Unexpired Lease during the Chapter 11 Cases or pursuant to the Plan. In accordance with section 1123(b)(3)(B) of the Bankruptcy Code, any Causes of Action that a Debtor may hold against any Entity shall vest in the Debtors or Reorganized Debtors, as applicable. The applicable Debtors or Reorganized Debtors through their respective authorized agents or representatives, shall retain and may exclusively enforce any and all such Causes of Action. On or after the Effective Date, the Debtors and Reorganized Debtors, as applicable, shall have the exclusive right, authority, and discretion to determine and to initiate, file, prosecute, enforce, abandon, settle, compromise, release, withdraw, or litigate to judgment any such Causes of Action and to decline to do any of the foregoing without the consent or approval of any third party or further notice to or action, order, or approval of the Bankruptcy Court.

M. Payment of Certain Fees and Expenses.

On the Effective Date, the Reorganized Debtors shall pay in Cash in full the Committee of Secured Parties Restructuring Fees and the Administrative Agent Restructuring Fees to the extent not already paid.

N. Certain IFA Matters.

Notwithstanding any term, condition, or other provision in the Plan, Disclosure Statement, or Confirmation Order or any agreement, document, or list accompanying any of the foregoing or any other notice, pleading, or order Filed in the Chapter 11 Cases, and without altering or superseding the respective undertakings of the Debtors, the Committee of Secured Parties, and/or the IFA, as applicable, under the Concession Agreement and/or the IFA Stipulation Order: (1) the IFA Stipulation and the IFA Stipulation Order are hereby incorporated into the Plan, and shall remain in effect through the Effective Date (unless the IFA Stipulation Order is terminated prior to the Effective Date in accordance with paragraph 8 of the IFA Stipulation); (2) in connection with a Sale Transaction or a Reorganization Transaction (and any related Restructuring Transaction), the Concessionaire shall assume or assume and assign, as applicable, the Concession Agreement in accordance with the IFA Stipulation Order as of the Effective Date, *provided* that the effectiveness of such assumption or assumption and assignment, as applicable, shall require the Concessionaire to (a) cure, or provide adequate assurance that the Concessionaire will cure, any existing monetary or nonmonetary defaults under the Concession Agreement that may have arisen at any time before the Effective Date (whether or not the IFA has or will have provided formal notice thereof) and that would be required to be cured in accordance with section 365(b)(1)(A) and section 365(b)(1)(B) of the Bankruptcy Code as of the Effective Date (or promptly thereafter), and (b) provide adequate assurance of future performance from and after the Effective Date of the Plan to the extent required under section 365(b)(1)(C) or section 365(f)(2)(B) of the Bankruptcy Code, subject to the respective rights of the Debtors, the Committee of Secured Parties, and the IFA set forth in paragraphs 3 and 4 of the IFA Stipulation; and (3) from and after the Confirmation Date, the Debtors, the Committee of Secured Parties, and the IFA and their respective legal counsel and advisors shall communicate and cooperate in good faith to attempt to (i) develop and come to an agreement on commercially reasonable procedures to determine the Debtors' cure and adequate assurance obligations with respect to the Concession Agreement and (ii) identify, address the nature and extent of, and determine the Debtors' cure and adequate assurance obligations with respect to the Concession Agreement as of the Effective Date.

**ARTICLE V.
TREATMENT OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES**

A. Assumption, Assumption and Assignment, and Rejection of Executory Contracts and Unexpired Leases.

On the Effective Date, except as otherwise provided herein, all Executory Contracts or Unexpired Leases (including, for the avoidance of doubt, the Restructuring Support Agreement) will be deemed assumed and, if the Sale Transaction occurs, assigned to the party(ies) set forth in the Sale Transaction Documents, in accordance with

the provisions and requirements of sections 365 and 1123 of the Bankruptcy Code, other than those Executory Contracts or Unexpired Leases that: (1) are identified on the Rejected Executory Contract and Unexpired Lease List; (2) previously were assumed, assumed and assigned, or rejected by the Debtors; (3) are the subject of a motion to assume, or to assume and assign, Executory Contracts or Unexpired Leases that is pending on the Effective Date; or (4) are subject to a motion to reject an Executory Contract or Unexpired Lease pursuant to which the requested effective date of such assumption is after the Effective Date; *provided* that no Insider Executory Contracts or Insider Unexpired Leases shall be assumed other than the Insider Executory Contracts and Insider Unexpired Leases identified on the Assumed Insider Executory Contract and Unexpired Lease List. Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, subject to the occurrence of the Effective Date, of the assumption, pursuant to section 365(a) of the Bankruptcy Code, of the Executory Contracts and Unexpired Leases other than those identified in parts (1) through (4) of the preceding sentence, as well as any Insider Executory Contracts and Insider Unexpired Leases listed on the Assumed Insider Executory Contract and Unexpired Lease List, and shall constitute the Bankruptcy Court's approval of the rejection, on the Effective Date, of the Executory Contracts and Unexpired Leases identified on the Rejected Executory Contract and Unexpired Lease List, as well as any Insider Executory Contracts and Insider Unexpired Leases not listed on the Assumed Insider Executory Contract and Unexpired Lease List. Any motions to assume or assume and assign Executory Contracts or Unexpired Leases pending on the Effective Date shall be subject to approval by the Bankruptcy Court on or after the Effective Date by a Final Order. Each Executory Contract and Unexpired Lease assumed or assumed and assigned pursuant to Article V.A of the Plan or by any order of the Bankruptcy Court, which has not been assigned to a third party prior to the Confirmation Date, shall revert in and be fully enforceable by the Debtors or the Reorganized Debtors, as applicable, in accordance with its terms, except as such terms are modified by the provisions of the Plan or any order of the Bankruptcy Court authorizing and providing for its assumption under applicable federal law. Notwithstanding anything herein to the contrary, the Confirmation Order will, and will be deemed to, approve the assumption of each of the Restructuring Support Agreement and the Ellas Agreement, in each case effective as of the date of such order.

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

Unless otherwise provided by a Bankruptcy Court order, any Proofs of Claim asserting Claims arising from the rejection of the Executory Contracts and Unexpired Leases pursuant to the Plan or otherwise must be Filed with the Claims and Balloting Agent no later than the later of 30 days after the Confirmation Date or the effective date of rejection. In addition, any objection to the rejection of an Executory Contract or Unexpired Lease must be Filed with the Bankruptcy Court no later than 30 days after the later of the Effective Date or the effective date of rejection. Any such objection will be scheduled to be heard by the Bankruptcy Court at the request of the Debtors or Reorganized Debtors, as applicable, as soon as practicable thereafter. Claims arising from the rejection of any Executory Contract or Unexpired Lease other than any Hedging Agreement (which shall be treated exclusively in accordance with Article III.B.2 of the Plan) shall be classified as a General Unsecured Claim and shall be treated in accordance with Article III, as applicable.

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

Any monetary defaults under each Executory Contract and Unexpired Lease to be assumed or assumed and assigned, as applicable, pursuant to the Plan shall be satisfied, pursuant to section 365(b)(1) of the Bankruptcy Code, by payment of the cure amount in Cash on the Effective Date or in the ordinary course of business, subject to the limitation described below, or on such other terms as the parties to such Executory Contract or Unexpired Lease may otherwise agree.

No later than fifteen (15) Business Days prior to the Confirmation Hearing, the Debtors shall serve notices of proposed assumption, assumption and assignment, or assignment, as applicable, and the proposed cure amounts to the applicable counterparties to Executory Contracts and Unexpired Leases, and for procedures for objecting thereto and resolution of disputes by the Bankruptcy Court. Any objection by a counterparty to an Executory Contract or Unexpired Lease to a proposed assumption, proposed assumption and assignment, or related cure amount must be Filed, served, and actually received by the counsel to the Debtors, counsel to the Committee of Secured Parties, the clerk of the Bankruptcy Court, and the U.S. Trustee on or before the later of (1) the commencement of the Confirmation Hearing and (2) ten (10) Business Days following receipt of notice of such proposed assumption or

assumption and assignment. Any counterparty to an Executory Contract or Unexpired Lease that fails to object timely to the proposed assumption, assumption and assignment, and/or related cure amount will be deemed to have assented to such assumption or cure amount. Any such objection will be scheduled to be heard by the Bankruptcy Court as soon as reasonably practicable after such objection is Filed.

In the event of a dispute regarding: (1) the amount of any payments to cure a default in connection with a proposed assumption or assumption and assignment of an Executory Contract or Unexpired Lease; (2) the ability of the Debtors, the Reorganized Debtors, or any assignee to provide “adequate assurance of future performance” (within the meaning of section 365 of the Bankruptcy Code) under the Executory Contract or Unexpired Lease to be assumed or to be assumed and assigned; or (3) any other matter pertaining to assumption or assumption and assignment, as applicable, the cure payments required by section 365(b)(1) of the Bankruptcy Code shall be made following the entry of a Final Order or Final Orders resolving the dispute and approving the assumption or assumption and assignment, as applicable.

Assumption, rejection, or assumption and assignment, as applicable, of any Executory Contract or Unexpired Lease pursuant to the Plan or otherwise shall result in the full release and satisfaction of any Claims or defaults, whether monetary or nonmonetary, including defaults of provisions restricting the change in control or ownership interest composition or other bankruptcy-related defaults, arising under any assumed or assumed and assigned Executory Contract or Unexpired Lease at any time prior to the effective date of assumption. **Any proofs of claim filed with respect to an Executory Contract or Unexpired Lease that has been assumed or assumed and assigned shall be deemed disallowed and expunged, without further notice to or action, order, or approval of the Bankruptcy Court.**

D. Indemnification Obligations.

Each Indemnification Obligation for the benefit of current and former directors, managers, officers, and employees of the Debtors who served in such capacity prior to, on, or after the Petition Date shall be assumed to the extent any such Indemnification Obligation is executory pursuant to sections 365 and 1123 of the Bankruptcy Code (or honored or reaffirmed, as the case may be) by the applicable Debtor, effective as of the Effective Date. Each Indemnification Obligation that is assumed, deemed assumed, honored, or reaffirmed shall remain in full force and effect, shall not be modified, reduced, discharged, impaired, or otherwise affected in any way, and shall survive Unimpaired and unaffected, irrespective of when such obligation arose.

E. Insurance Policies.

Each of the Debtors’ insurance policies and any agreements, documents, or instruments relating thereto, are treated as Executory Contracts under the Plan. Unless otherwise provided in the Plan, on the Effective Date, the Debtors shall be deemed to have assumed all insurance policies and any agreements, documents, and instruments relating to coverage of all insured Claims. Furthermore, as of the Effective Date, the Debtors shall (if not already purchased) purchase and maintain directors, officers, managers, and employee liability tail coverage for the six-year period following the Effective Date on terms no less favorable than the Debtors’ existing director, officer, and manager coverage and with an available aggregate limit of liability upon the Effective Date of no less than the aggregate limit of liability under the existing director, officer, and manager coverage upon placement.

F. Modifications, Amendments, Supplements, Restatements, or Other Agreements.

Unless otherwise provided in the Plan, each Executory Contract or Unexpired Lease that is assumed or assumed and assigned, as applicable, shall include all modifications, amendments, supplements, restatements, or other agreements that in any manner affect such Executory Contract or Unexpired Lease, and all Executory Contracts and Unexpired Leases related thereto, if any, including all easements, licenses, permits, rights, privileges, immunities, options, rights of first refusal, and any other interests, unless any of the foregoing agreements has been previously rejected or repudiated or is rejected or repudiated under the Plan.

Modifications, amendments, supplements, and restatements to prepetition Executory Contracts and Unexpired Leases that have been executed by the Debtors during the Chapter 11 Cases shall not be deemed to alter

the prepetition nature of the Executory Contract or Unexpired Lease, or the validity, priority, or amount of any Claims that may arise in connection therewith.

G. Reservation of Rights.

Nothing contained in the Plan, including identification in the Rejected Executory Contract and Unexpired Lease List, shall constitute an admission by the Debtors that any contract or lease is in fact an Executory Contract or Unexpired Lease subject to assumption or rejection pursuant to section 365(a) of the Bankruptcy Code, or that any of the Reorganized Debtors has any liability thereunder. If there is a dispute regarding whether a contract or lease is or was executory or unexpired at the time of assumption or rejection, the Debtors or the Reorganized Debtors, as applicable, shall have 30 days following entry of a Final Order resolving such dispute to alter their treatment of such contract or lease, if necessary.

H. Nonoccurrence of Effective Date.

In the event that the Effective Date does not occur, the Bankruptcy Court shall retain jurisdiction with respect to any request to extend the deadline for assuming or rejecting Unexpired Leases pursuant to section 365(d)(4) of the Bankruptcy Code, unless such deadline(s) have expired.

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

Contracts and leases entered into after the Petition Date by any Debtor shall be assumed or assumed and assigned by such Debtor in accordance with the Plan and/or the Purchase Agreement, as applicable.

J. The Concession Agreement.

The Concession Agreement shall be assumed or assumed and assigned, as applicable, by the Concessionaire as of the Effective Date solely in accordance with Article IV.N of the Plan. For the avoidance of doubt, the provisions relating to the assumption and assumption and assignment of Executory Contracts and Unexpired Leases set forth in Article V of the Plan shall be inapplicable to the assumption or assumption and assignment, as applicable, of the Concession Agreement.

**ARTICLE VI.
PROVISIONS GOVERNING DISTRIBUTIONS**

A. Disbursing Agent.

All distributions under the Plan shall be made by the Disbursing Agent on or after the Effective Date, except as otherwise provided in the Plan. The Disbursing Agent shall not be required to give any bond or surety or other security for the performance of its duties unless otherwise ordered by the Bankruptcy Court. Additionally, in the event that the Disbursing Agent is so otherwise ordered, all costs and expenses of procuring any such bond or surety shall be borne by the Reorganized Debtors.

B. Rights and Powers of Disbursing Agent.

1. Powers of the Disbursing Agent.

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

2. Expenses Incurred On or After the Effective Date.

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

C. *Delivery of Distributions and Undeliverable or Unclaimed Distributions.*

1. Delivery of Distributions in General.

Except as otherwise provided herein, the Disbursing Agent shall make distributions to Holders of Allowed Claims and Allowed Interests as of the Distribution Record Date at the address for each such Holder as indicated on the Debtors' records as of the date of any such distribution; *provided* that the manner of such distributions shall be determined at the sole discretion of the Reorganized Debtors; *provided further, however*, that the address for each Holder of an Allowed Claim shall be deemed to be the address set forth in the Debtors' books and records as of the date of any such distribution. Notwithstanding the foregoing, with respect to Holders of Loan Claims and Hedging Claims, distributions shall be made to such Holders that are listed in the Register and Swap Register, as the case may be, provided to the Debtors by the Administrative Agent as of the Distribution Record Date.

2. Undeliverable Distributions and Unclaimed Property.

In the event that any distribution to any Holder is returned as undeliverable, no distribution to such Holder shall be made unless and until the Disbursing Agent has determined the then-current address of such Holder, at which time such distribution shall be made to such Holder without interest; *provided, however*, that such distributions shall be deemed unclaimed property under section 347(b) of the Bankruptcy Code at the expiration of one year from the Effective Date. After such date, all unclaimed property or interests in property shall revert to the Reorganized Debtors automatically and without need for a further order by the Bankruptcy Court (notwithstanding any applicable federal, provincial or state escheat, abandoned, or unclaimed property laws to the contrary), and the Claim of any Holder to such property or interest in property shall be discharged and forever barred.

D. *Compliance with Tax Requirements.*

In connection with the Plan, to the extent applicable, the Reorganized Debtors shall comply with all tax withholding and reporting requirements imposed on them by any Governmental Unit, and all distributions pursuant to the Plan shall be subject to such withholding and reporting requirements. Notwithstanding any provision in the Plan to the contrary, the Reorganized Debtors and the Disbursing Agent shall be authorized to take all actions necessary or appropriate to comply with such withholding and reporting requirements, including withholding distributions pending receipt of information necessary or appropriate to facilitate such distributions or establishing any other mechanisms they believe are reasonable and appropriate. The Reorganized Debtors reserve the right to allocate all distributions made under the Plan in compliance with all applicable wage garnishments, alimony, child support, and other spousal awards, liens, and encumbrances.

E. *Allocations.*

Distributions in respect of Allowed Claims shall be allocated first to the principal amount of such Claims (as determined for federal income tax purposes) and then, to the extent the consideration exceeds the principal amount of the Claims, to any portion of such Claims for accrued but unpaid interest.

F. *No Postpetition Interest on Claims.*

Unless otherwise specifically provided for in the Plan, including, for the avoidance of doubt, Article III.B.4 of the Plan, or the Confirmation Order, or required by applicable bankruptcy law, postpetition interest shall not accrue or be paid on any Claims against the Debtors, and no Holder of a Claim against the Debtors shall be entitled to interest accruing on or after the Petition Date on any such Claim.

G. Setoffs and Recoupment.

The Debtors may, but shall not be required to, setoff against or recoup from any Claims of any nature whatsoever that the Debtors may have against the Holder of any such Claim, but neither the failure to do so nor the allowance of any Claim hereunder shall constitute a waiver or release by the Debtors or the Reorganized Debtors, as applicable, of any such Claim it may have against the Holder of such Claim.

H. Claims Paid or Payable by Third Parties.

1. Claims Paid by Third Parties.

The Debtors, the Reorganized Debtors, or the Purchaser, as applicable, shall reduce in full a Claim, and such Claim shall be disallowed without a Claims objection having to be Filed and without any further notice to or action, order, or approval of the Bankruptcy Court, to the extent that the Holder of such Claim receives payment in full on account of such Claim from a party that is not a Debtor, a Reorganized Debtor, or the Purchaser, as applicable. Subject to the last sentence of this paragraph, to the extent a Holder of a Claim receives a distribution on account of such Claim and receives payment from a party that is not a Debtor, a Reorganized Debtor, or the Purchaser, as applicable, on account of such Claim, such Holder shall, within 14 days of receipt thereof, repay or return the distribution to the applicable Debtor or Reorganized Debtor or the Purchaser, to the extent the Holder's total recovery on account of such Claim from the third party and under the Plan exceeds the amount of such Claim as of the date of any such distribution under the Plan. The failure of such Holder to timely repay or return such distribution shall result in the Holder owing the applicable Debtor or Reorganized Debtor or the Purchaser annualized interest at the Federal Judgment Rate on such amount owed for each Business Day after the 14-day grace period specified above until the amount is repaid.

2. Claims Payable by Third Parties.

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

3. Applicability of Insurance Policies.

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

**ARTICLE VII.
PROCEDURES FOR RESOLVING CONTINGENT,
UNLIQUIDATED, AND DISPUTED CLAIMS**

A. Disputed Claims.

Except with respect to Holders of General Unsecured Claims equal to or greater than \$25,000,000, Holders of Claims, Interests, and Administrative Claims need not file a Proof of Claim with the Bankruptcy Court and shall be subject to the Bankruptcy Court process only to the extent provided in the Plan. For the avoidance of doubt, Holders of General Unsecured Claims equal to or greater than \$25,000,000 must File a Proof of Claim on account of such General Unsecured Claim. On and after the Effective Date, except as otherwise provided in the Plan, all Allowed Claims, including Allowed General Unsecured Claims equal to or greater than \$25,000,000 where the Holder of such Allowed General Unsecured Claim timely Filed a Proof of Claim, shall be paid pursuant to the Plan

in the ordinary course of business of the Reorganized Debtors and shall survive the Effective Date as if the Chapter 11 Cases had not been commenced. If the Debtors or the Reorganized Debtors dispute any Claim, such dispute shall be determined, resolved, or adjudicated, as the case may be, in the manner as if the Chapter 11 Cases had not been commenced and shall survive the Effective Date as if the Chapter 11 Cases had not been commenced; *provided* that if the Debtors dispute any Proof of Claim Filed by the Holder of a General Unsecured Claim equal to or greater than \$25,000,000, the Debtors or Reorganized Debtors, as applicable, may elect, at their sole option, to object to any such Disputed Claim in the Bankruptcy Court and to seek to have the validity or amount of any such Disputed Claim adjudicated by the Bankruptcy Court. Nothing in this section shall in any way limit the Debtors' or Reorganized Debtors' rights to contest the validity, amount or enforceability of any Claim regardless of whether a Proof of Claim is required for such Claim.

B. Objections to Claims and Interests.

Unless a different time is set by an order of the Bankruptcy Court or otherwise established pursuant to the Plan, all objections to Claims and Interests must be Filed within one year of the Effective Date ; *provided*, that no such objection may be Filed with respect to any Claim or Interest after a Final Order has been entered Allowing such Claim or Interest.

C. Compromises and Settlements.

From and after the Effective Date, and without any further approval by the Bankruptcy Court, the Reorganized Debtors, as applicable, may compromise and settle all Claims and Causes of Action.

D. No Distributions Pending Allowance.

If a Claim or Interest, or any portion of a Claim or Interest, is Disputed, no payment or distribution provided hereunder shall be made on account of such Disputed Claim, unless and until such Disputed Claim or Interest becomes an Allowed Claim or Interest.

E. Distributions After Allowance.

To the extent that a Disputed Claim ultimately becomes an Allowed Claim, distributions (if any) shall be made to the Holder of such Allowed Claim 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 any Disputed Claim becomes a Final Order, the Disbursing Agent shall provide to the Holder of such Claim the distribution (if any) to which such Holder is entitled under the Plan as of the Effective Date, without any interest to be paid on account of such Claim.

**ARTICLE VIII.
SETTLEMENT, RELEASE, INJUNCTION, AND RELATED PROVISIONS**

A. Discharge of Claims and Termination of Interests.

Pursuant to section 1141(d) of the Bankruptcy Code, and except as otherwise specifically provided in the Plan or in any contract, instrument, or other agreement or document created pursuant to the Plan, the distributions, rights, and treatment that are provided in the Plan shall be in complete satisfaction, discharge, and release, effective as of the Effective Date, of Claims, Interests, and Causes of Action of any nature whatsoever, including any interest accrued on Claims or Interests from and after the Petition Date, whether known or unknown, against, liabilities of, Liens on, obligations of, rights against, and Interests in, the Debtors or any of their assets or properties, regardless of whether any property shall have been distributed or retained pursuant to the Plan on account of such Claims and Interests, including demands, liabilities, and Causes of Action that arose before the Effective Date, any liability (including withdrawal liability) to the extent such Claims or Interests relate to services performed by employees of the Debtors prior to the Effective Date and that arise from a termination of employment, any contingent or non-contingent liability on account of representations or warranties issued on or before the Effective Date, and all debts of the kind specified in sections 502(g), 502(h), or 502(i) of the Bankruptcy Code. Any default by the Debtors or their Affiliates with respect to any Claim or Interest that existed immediately prior to or on account of the filing

of the Chapter 11 Cases shall be deemed cured on the Effective Date. The Confirmation Order shall be a judicial determination of the discharge of all Claims and Interests subject to the Effective Date occurring. Notwithstanding anything to the contrary in the Plan, including this section, (x) the Liens of the Senior Secured Parties shall be replaced by liens granted by the Reorganized Concessionaire under the New Security Documents and the New Debt Documents or the New Third-Party Financing Documents, as applicable, and the terms of the Plan and such replacement liens shall not be discharged under the Plan, and (y) the rights, claims, or interests of the IFA that are based upon or arise out of the Concession Agreement and relate to the Concessionaire or its respective successors and assignees shall not be discharged under the Plan.

B. Release of Liens.

Except as otherwise provided in the Plan or in any contract, instrument, release, or other agreement or document created pursuant to the Plan, on the Effective Date, all mortgages, deeds of trust, Liens, pledges, or other security interests against any property of the Estates shall be fully released and discharged, and all of the right, title, and interest of any Holder of such mortgages, deeds of trust, Liens, pledges, or other security interests shall revert to the Reorganized Debtors and their successors and assigns in accordance with the Plan.

C. Releases by the Debtors.

Pursuant to section 1123(b) of the Bankruptcy Code, and except as otherwise specifically provided in the Plan, for good and valuable consideration, on and after the Effective Date, each Released Party is deemed released by the Debtors, the Estates, and the Reorganized Debtors from any and all claims, obligations, rights, suits, damages, Causes of Action, remedies, and liabilities whatsoever, including any derivative claims, asserted on behalf of the Debtors or the Reorganized Debtors, as applicable, whether known or unknown, foreseen or unforeseen, existing or hereinafter arising, in law, equity, or otherwise, that the Debtors, the Estates, or the Reorganized Debtors would have been legally entitled to assert in their own right (whether individually or collectively), or on behalf of the Holder of any Claim or Interest or other Entity, based on or relating to, or in any manner arising from, in whole or in part, the Debtors, the Loan Documents, the Chapter 11 Cases, the purchase, sale, or rescission of the purchase or sale of any security of the Debtors or the Reorganized Debtors, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the business or contractual arrangements between any Debtor and any Released Party, the restructuring of Claims and Interests prior to or in the Chapter 11 Cases, the negotiation, formulation, or preparation of the Restructuring Documents or related agreements, instruments, or other documents (including, for the avoidance of doubt, providing any legal opinion requested by any Entity regarding any transaction, contract, instrument, document, or other agreement contemplated by the Plan or the reliance by any Released Party on the Plan or the Confirmation Order in lieu of such legal opinion), upon any other act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date, other than (x) claims or liabilities arising out of or relating to any act or omission of a Released Party that constitutes willful misconduct or gross negligence or any breach of the Restructuring Support Agreement by a Released Party and/or (y) rights, claims, or interests of the IFA that are based upon or arise out of the Concession Agreement and relate to the Concessionaire or its respective successors and assignees.

D. Releases by Holders of Claims and Interests.

As of the Effective Date, except as otherwise provided in the Plan, the Releasing Parties are deemed to have released the Debtors, the Estates, the Reorganized Debtors, and the Released Parties from any and all claims, interests, obligations, rights, suits, damages, Causes of Action, remedies, and liabilities whatsoever, including any derivative claims, asserted on behalf of the Debtors or Reorganized Debtors, as applicable, whether known or unknown, foreseen or unforeseen, existing or hereinafter arising, in law, equity, or otherwise, that such Entity would have been legally entitled to assert (whether individually or collectively), based on or relating to, or in any manner arising from, in whole or in part, the Debtors, the Loan Documents, the Debtors' restructuring, the Chapter 11 Cases, the purchase, sale, or rescission of the purchase or sale of any security of the Debtors or the Reorganized Debtors, the subject matter of, or the transactions or events

giving rise to, any Claim or Interest that is treated in the Plan, the business or contractual arrangements between any Debtor and any Released Party, the restructuring of Claims and Interests prior to or in the Chapter 11 Cases, the negotiation, formulation, or preparation of the Restructuring Documents or related agreements, instruments, or other documents (including, for the avoidance of doubt, providing any legal opinion requested by any Entity regarding any transaction, contract, instrument, document, or other agreement contemplated by the Plan or the reliance by any Releasing Party on the Plan or the Confirmation Order in lieu of such legal opinion), or upon any other act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date, other than (x) claims or liabilities arising out of or relating to any act or omission of a Released Party that constitutes willful misconduct or gross negligence or any breach of the Restructuring Support Agreement by a Released Party and/or (y) rights, claims, or interests of the IFA that are based upon or arise out of the Concession Agreement and relate to the Concessionaire or its respective successors and assignees. Notwithstanding anything to the contrary in the foregoing, the releases set forth above do not release any post-Effective Date obligations of any party under the Plan or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan.

E. Exculpation.

Except as otherwise specifically provided in the Plan, each Debtor, each Reorganized Debtor, each Estate, and each Released Party is hereby released and exculpated from any claim, obligation, Cause of Action, or liability for any Exculpated Claim, except to the extent such claim, obligation, Cause of Action, or liability arises from the willful misconduct or gross negligence or the breach of the Restructuring Support Agreement or the Concession Agreement (notwithstanding advice of counsel), but in all respects (other than with respect to any breach of the Restructuring Support Agreement or the Concession Agreement) such Entities shall be entitled to reasonably rely upon the advice of counsel with respect to their duties and responsibilities pursuant to the Plan. The Debtors, the Reorganized Debtors, the Estates, and the Released Parties have, and upon completion of the Plan shall be deemed to have, participated in good faith and in compliance with applicable law with regard to the restructuring of Claims and Interests in the Chapter 11 Cases and in connection with the Restructuring Transactions, the negotiation, formulation, or preparation of the Restructuring Documents or related agreements, instruments, or other documents (including the New Debt Documents or New Third-Party Financing Documents, as applicable, and documents and instruments related thereto and any legal opinion requested by any Entity regarding any transaction, contract, instrument, document, or other agreement contemplated by the Plan or the reliance by any Released Party on the Plan or the Confirmation Order in lieu of such legal opinion) in connection with the Plan, and the solicitation and distribution of the Plan and, therefore, are not, and on account of such distributions shall not be, liable at any time for the violation of any applicable law, rule, or regulation governing the solicitation of acceptances or rejections of the Plan or such distributions made pursuant to the Plan.

F. Injunction.

Except as otherwise expressly provided in the Plan or for obligations issued or required to be paid pursuant to the Plan (including any obligations under the Plan and the New Debt Documents or New Third-Party Financing Documents, as applicable, and documents and instruments related thereto), or Confirmation Order, all Entities who have held, hold, or may hold claims or interests that have been released pursuant to Article VIII.C or Article VIII.D of the Plan, discharged pursuant to Article VIII.A of the Plan, or are subject to exculpation pursuant to Article VIII.E of the Plan are permanently enjoined, from and after the Effective Date, from taking any of the following actions against, as applicable, the Debtors or the Released Parties: (1) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such claims or interests; (2) enforcing, attaching, collecting, or recovering by any manner or means any judgment, award, decree, or order against such Entities on account of or in connection with or with respect to any such claims or interests; (3) creating, perfecting, or enforcing any encumbrance of any kind against such Entities or the property or the estates of such Entities on account of or in connection with or with respect to any such claims or interests; (4) asserting any right of setoff, subrogation, or recoupment of any kind against any obligation due from such Entities or against the property of such Entities on account of or in connection with or with respect to any such claims or interests unless such

Entity has timely asserted such setoff right in a document Filed with the Bankruptcy Court explicitly preserving such setoff, and notwithstanding an indication of a claim or interest or otherwise that such Entity asserts, has, or intends to preserve any right of setoff pursuant to applicable law or otherwise; and (5) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such claims or interests released or settled pursuant to the Plan. For the avoidance of doubt, the rights, claims, or interests of the IFA that are based upon or arise out of the Concession Agreement and relate to the Concessionaire or its respective successors and assignees shall not be subject to the injunction set forth in this Article VIII.F of the Plan.

G. Protections Against Discriminatory Treatment.

Consistent with section 525 of the Bankruptcy Code and the Supremacy Clause of the United States Constitution, all Entities, including Governmental Units, shall not discriminate against the Reorganized Debtors or deny, revoke, suspend, or refuse to renew a license, permit, charter, franchise, or other similar grant to, condition such a grant to, discriminate with respect to such a grant against, the Reorganized Debtors, or another Entity with whom the Reorganized Debtors have been associated, solely because each Debtor has been a debtor under chapter 11 of the Bankruptcy Code, has been insolvent before the commencement of the Chapter 11 Cases (or during the Chapter 11 Cases but before the Debtors are granted or denied a discharge), or has not paid a debt that is dischargeable in the Chapter 11 Cases.

H. Setoffs.

Except as otherwise expressly provided for in the Plan, each Reorganized Debtor pursuant to the Bankruptcy Code (including section 553 of the Bankruptcy Code), applicable non-bankruptcy law, or as may be agreed to by the Holder of a Claim, may set off against any Allowed Claim and the distributions to be made pursuant to the Plan on account of such Allowed Claim (before any distribution is made on account of such Allowed Claim), any claims, rights, and Causes of Action of any nature that such Debtor or Reorganized Debtor, as applicable, may hold against the Holder of such Allowed Claim, to the extent such claims, rights, or Causes of Action against such Holder have not been otherwise compromised or settled on or prior to the Effective Date (whether pursuant to the Plan or otherwise); *provided, however*, that neither the failure to effect such a setoff nor the allowance of any Claim pursuant to the Plan shall constitute a waiver or release by such Reorganized Debtor of any such claims, rights, and Causes of Action that such Reorganized Debtor may possess against such Holder.

I. Recoupment.

In no event shall any Holder of Claims or Interests be entitled to recoup any Claim against any claim, right, or Cause of Action of the Debtors or the Reorganized Debtors, as applicable, unless (1) such Holder actually has performed such recoupment and provided notice thereof in writing to the Debtors on or before the Confirmation Date or (2) such Claim or Interest is Reinstated under the Plan; *provided* that the foregoing sentence shall not affect the IFA's recoupment rights (if any) under the Concession Agreement.

J. Subordination Rights.

The classification and treatment of all Claims and Interests under the Plan shall conform to and with the respective contractual, legal, and equitable subordination rights of such Claims and Interests, and any such rights shall be settled, compromised, and released pursuant to the Plan.

K. Document Retention.

On and after the Effective Date, the Reorganized Debtors may maintain documents in accordance with their standard document retention policy, as may be altered, amended, modified, or supplemented by the Reorganized Debtors.

**ARTICLE IX.
EFFECT OF CONFIRMATION OF THE PLAN**

Upon entry of the Confirmation Order, the Bankruptcy Court shall be deemed to have made and issued pursuant to Bankruptcy Rule 7052, made applicable to this proceeding pursuant to Bankruptcy Rule 9014, the Confirmation Order Findings of Fact and Conclusions of Law. Upon entry of the Confirmation Order, the Confirmation Order Findings of Fact and Conclusions of Law shall constitute findings of fact even if they are stated as conclusions of law, and any and all conclusions of law in the Plan shall constitute conclusions of law even if they are stated as findings of fact.

**ARTICLE X.
CONDITIONS PRECEDENT TO CONSUMMATION OF THE PLAN**

A. Conditions Precedent to the Effective Date.

It shall be a condition to the Effective Date that the following conditions shall have been satisfied or waived pursuant to the provisions of Article X.B of the Plan:

1. the Confirmation Order shall have been entered by the Bankruptcy Court in form and substance satisfactory to the Required Consenting Secured Parties and reasonably satisfactory to the Consenting Interest Holders, in full force and effect, and not be subject to any stay or injunction;
2. no Other Secured Claim or General Unsecured Claim shall be Allowed in an amount in excess of \$25,000,000 and the Debtors have objected to any General Unsecured Claim asserted in an amount in excess of \$25,000,000;
3. all actions, documents, Certificates, and agreements necessary or appropriate to implement the Plan, including documents contained in the Plan Supplement, shall have been effected or executed and delivered, as the case may be, to the required parties and, to the extent required, Filed with the applicable Governmental Units in accordance with applicable laws; and
4. all authorizations, consents, regulatory approvals, rulings, or documents that are necessary or appropriate to implement and effectuate the Plan shall have been received.

B. Waiver of Conditions.

The conditions to Consummation set forth in this Article X of the Plan may be waived only by consent of the Debtors and the Required Consenting Secured Parties; provided that the conditions to Consummation set forth in Section X.A.1 and, with respect to any actions, documents, Certificates, and agreements that require the consent of the Consenting Interest Holders under the terms of the Plan, Section X.A.3, may only be waived by consent of the Debtors, the Required Consenting Secured Parties, and the Consenting Interest Holders. Such waiver may be effectuated without notice to or entry of an order of the Bankruptcy Court and without notice to any other parties in interest.

C. Effect of Failure of Conditions.

If Consummation does not occur on or prior to September 1, 2015, the Plan shall be null and void in all respects and nothing contained in the Plan or the Disclosure Statement shall: (1) constitute a waiver or release of any claims by the Debtors, Holders of Claims, or Holders of Interests or any Causes of Action; (2) prejudice in any manner the rights of the Debtors, any Holders, the Consenting Secured Parties, the Consenting Interest Holders, or any other Entity; or (3) constitute an admission, acknowledgment, offer, or undertaking by the Debtors, any Holders, the Consenting Secured Parties, the Consenting Interest Holders, or any other Entity in any respect, including with respect to substantive consolidation and similar arguments.

**ARTICLE XI.
MODIFICATION, REVOCATION, OR WITHDRAWAL OF THE PLAN**

A. Sale Transaction.

The Plan contemplates the possibility of obtaining a proposal for the Sale Transaction. If the Sale Transaction or the Reorganization Transaction occurs, the Debtors may File a modified Plan (including any necessary conforming and immaterial changes thereto), in form and substance reasonably acceptable to the Required Consenting Secured Parties and the Consenting Interest Holders, evidencing the Sale Transaction or the Reorganization Transaction, as applicable, and shall not be required to make additional disclosures or resolicit votes for such modified Plan pursuant to section 1127 of the Bankruptcy Code and Bankruptcy Rule 3019.

B. Modification and Amendments.

Except as otherwise provided in the Plan, the Debtors reserve the right to modify the Plan, whether such modification is material or immaterial, and seek Confirmation consistent with the Bankruptcy Code. Subject to certain restrictions and requirements set forth in section 1127 of the Bankruptcy Code and Bankruptcy Rule 3019 and those restrictions on modifications set forth in the Plan, each of the Debtors expressly reserves its respective rights to exercise its reasonable discretion to revoke or withdraw, or to alter, amend, or modify the Plan with respect to such Debtor, one or more times, after Confirmation, and, to the extent necessary or appropriate may initiate proceedings in the Bankruptcy Court to so alter, amend, or modify the Plan, or remedy any defect or omission, or reconcile any inconsistencies in the Plan, the Disclosure Statement, or the Confirmation Order, in such matters as may be necessary or appropriate to carry out the purposes and intent of the Plan. Any such revocation, withdrawal, alteration, amendment, modification, or supplement contemplated by this section shall be in form and substance reasonably acceptable to the Required Consenting Secured Parties and the Consenting Interest Holders. Additionally, any such modification or supplement shall be considered a modification of the Plan and shall be made in accordance with Article XI of the Plan.

C. Effect of Confirmation on Modifications.

Entry of a Confirmation Order shall mean that all modifications or amendments to the Plan since the solicitation thereof made in accordance with Article X of the Plan are approved pursuant to section 1127(a) of the Bankruptcy Code and do not require additional disclosure or resolicitation under Bankruptcy Rule 3019.

D. Revocation or Withdrawal of Plan.

The Debtors reserve the right to revoke or withdraw the Plan prior to the Confirmation Date and to file subsequent plans of reorganization. If the Debtors revoke or withdraw the Plan, or if Confirmation or Consummation does not occur, then: (1) the Plan shall be null and void in all respects; (2) any settlement or compromise embodied in the Plan, assumption, assignment, or rejection of Executory Contracts or Unexpired Leases effected under the Plan, and any document or agreement executed pursuant to the Plan, shall be deemed null and void; and (3) nothing contained in the Plan shall: (a) constitute a waiver or release of any Claims, Interests or Causes of Action; (b) prejudice in any manner the rights of such Debtor or any other Entity; or (c) constitute an admission, acknowledgement, offer, or undertaking of any sort by such Debtor or any other Entity, including with respect to substantive consolidation and similar arguments.

**ARTICLE XII.
RETENTION OF JURISDICTION**

Notwithstanding the entry of the Confirmation Order and the occurrence of the Effective Date, on and after the Effective Date, the Bankruptcy Court shall retain exclusive jurisdiction over all matters arising out of, or related to, the Chapter 11 Cases and the Plan pursuant to sections 105(a) and 1142 of the Bankruptcy Code to the extent provided under applicable law, including jurisdiction to:

1. allow, disallow, determine, liquidate, classify, estimate, or establish the priority, Secured or unsecured status, or amount of any Claim or Interest, including the resolution of any request for payment of any Administrative Claim and the resolution of any and all objections to the Secured or unsecured status, priority, amount, or allowance of Claims or Interests;
2. decide and resolve all matters related to the granting and denying, in whole or in part, any applications for allowance of compensation or reimbursement of expenses to Professionals authorized pursuant to the Bankruptcy Code or the Plan;
3. resolve any matters related to: (a) the assumption, assumption and assignment, or rejection of any Executory Contract or Unexpired Lease to which a Debtor is party or with respect to which a Debtor may be liable and to hear, determine, and, if necessary, liquidate, any Claims arising therefrom, including Cure Claims pursuant to section 365 of the Bankruptcy Code; (b) any potential contractual obligation under any Executory Contract or Unexpired Lease that is assumed or assumed and assigned; and (c) any dispute regarding whether a contract or lease is or was executory or expired;
4. ensure that distributions to Holders of Allowed Claims and Allowed Interests are accomplished pursuant to the provisions of the Plan;
5. enter and implement such orders as may be necessary or appropriate to execute, implement, or consummate the provisions of the Plan and all contracts, instruments, releases, indentures, and other agreements or documents created in connection with the Plan or the Disclosure Statement (including, for the avoidance of doubt, any good faith finding under section 363(m) of the Bankruptcy Code in connection with the Sale Transaction);
6. issue injunctions, enter and implement other orders, or take such other actions as may be necessary to restrain interference by any Entity with Consummation or enforcement of the Plan;
7. determine any other matters that may arise in connection with or relate to the Plan, the Disclosure Statement, the Confirmation Order, or any contract, instrument, release, indenture, or other agreement or document created in connection with the Plan or the Disclosure Statement;
8. enter an order or Final Decree concluding or closing the Chapter 11 Cases;
9. consider any modifications of the Plan, to cure any defect or omission, or to reconcile any inconsistency in any Bankruptcy Court order, including the Confirmation Order;
10. determine requests for the payment of Claims and Interests entitled to priority pursuant to section 507 of the Bankruptcy Code;
11. hear and determine disputes arising in connection with the interpretation, implementation, or enforcement of the Plan or the Confirmation Order, including disputes arising under agreements, documents, or instruments executed in connection with the Plan;
12. hear and determine all disputes involving the existence, nature, scope, or enforcement of any exculpations, discharges, injunctions and released granted in the Plan, including under Article VIII of the Plan, regardless of whether such termination occurred prior to or after the Effective Date;
13. enforce all orders previously entered by the Bankruptcy Court; and
14. hear any other matter not inconsistent with the Bankruptcy Code.

**ARTICLE XIII.
MISCELLANEOUS PROVISIONS**

A. Immediate Binding Effect.

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

B. Additional Documents.

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

C. Payment of Statutory Fees.

All fees payable pursuant to section 1930(a) of the Judicial Code, as determined by the Bankruptcy Court at a hearing pursuant to section 1128 of the Bankruptcy Code, shall be paid by each of the Reorganized Debtors (or the Disbursing Agent on behalf of each of the Reorganized Debtors) for each quarter (including any fraction thereof) until the Chapter 11 Cases are converted, dismissed, or closed, whichever occurs first.

D. Statutory Committee and Cessation of Fee and Expense Payment.

On the Effective Date, any statutory committee appointed in the Chapter 11 Cases, including the Committee, shall dissolve and members thereof shall be released and discharged from all rights and duties from or related to the Chapter 11 Cases. The Reorganized Debtors shall no longer be responsible for paying any fees or expenses incurred by the members of or advisors to any statutory committees after the Effective Date.

E. Reservation of Rights.

Except as expressly set forth in the Plan, the Plan shall have no force or effect unless the Bankruptcy Court shall enter the Confirmation Order. None of the Filing of the Plan, any statement or provision contained in the Plan, or the taking of any action by any Debtor with respect to the Plan, the Disclosure Statement, or the Plan Supplement shall be or shall be deemed to be an admission or waiver of any rights of any Debtor with respect to the Holders of Claims or Interests prior to the Effective Date.

F. Successors and Assigns.

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

G. Notices.

All notices, requests, and demands to or upon the Debtors to be effective shall be in writing (including by facsimile transmission) and, unless otherwise expressly provided herein, shall be deemed to have been duly given or made when actually delivered or, in the case of notice by facsimile transmission, when received and telephonically confirmed, addressed as follows:

1. if to the Debtors, to:

c/o ITR Concession Company LLC
205 North Michigan Avenue
Suite 2510
Chicago, Illinois 60601
Attn.: Garrett Phipps, General Counsel
Email: ghipps@indianatollroad.org

with copies to:

Kirkland & Ellis LLP
300 North LaSalle
Chicago, Illinois 60654
Facsimile: (312) 862-2200
Attn.: Marc Kieselstein, P.C., Chad J. Husnick, Jeffrey D. Pawlitz, and Gregory F. Pesce
Email: marc.kieselstein@kirkland.com, chad.husnick@kirkland.com,
jeffrey.pawlitz@kirkland.com, and gregory.pesce@kirkland.com

2. if to the Administrative Agent, to:

Wilmington Trust, National Association
Suite 1290
50 South Sixth Street
Minneapolis, Minnesota 55402
Facsimile: (612) 217-5651
Attn.: Josh James
Email: jjames@wilmingtontrust.com

with copies to:

Orrick, Herrington & Sutcliffe LLP
51 West 52nd Street
New York, New York 10019
Facsimile: (212) 506-5151
Attn.: Raniero D'Aversa
Email: rdaversa@orrick.com

- and -

Mayer Brown LLP
71 South Wacker Drive
Chicago, Illinois 60606
Attn.: Craig Reimer
Email: CReimer@mayerbrown.com

3. if to counsel to the Committee of Secured Parties, to:

Milbank, Tweed, Hadley & McCloy LLP
1 Chase Manhattan Plaza
New York, New York 10005
Facsimile: (212) 530-5219
Attn.: Gerard Uzzi, Evan Fleck, and Nicholas Kamphaus,
Email: guzzi@milbank.com, efleck@milbank.com, nkamphaus@milbank.com

4. if to Cintra, to:

Cintra ITR LLC
9600 Great Hills Trail #250e
Austin, Texas 78759
Attn.: Nicolas Rubio de Cardenas

with copies to:

Gibson Dunn & Crutcher LLP
200 Park Avenue
New York, New York 10166-0193
Attn.: Tomer Pinkusiewicz, David Feldman, and Matthew Kelsey
Email: tpinkusiewicz@gibsondunn.com; dfeldman@gibsondunn.com; mkelsey@gibsondunn.com

After the Effective Date, the Debtors have authority to send a notice to Entities that to continue to receive documents pursuant to Bankruptcy Rule 2002, such Entity must file a renewed request to receive documents pursuant to Bankruptcy Rule 2002. After the Effective Date, the Debtors are authorized to limit the list of Entities receiving documents pursuant to Bankruptcy Rule 2002 to those Entities who have Filed such renewed requests.

H. Term of Injunctions or Stays.

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

I. Entire Agreement.

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

J. Exhibits.

All exhibits and documents included in the Plan Supplement are incorporated into and are a part of the Plan as if set forth in full in the Plan. After the exhibits and documents are Filed, copies of such exhibits and documents

shall be available upon written request to the Debtors' counsel at the address above or by downloading such exhibits and documents from the Debtors' restructuring website at <http://www.kccllc.net/ITR> or the Bankruptcy Court's website at <http://www.ilnb.uscourts.gov>. To the extent any exhibit or document is inconsistent with the terms of the Plan, unless otherwise ordered by the Bankruptcy Court, the non-exhibit or non-document portion of the Plan shall control.

K. Nonseverability of Plan Provisions.

If, prior to Confirmation, any term or provision of the Plan is held by the Bankruptcy Court to be invalid, void, or unenforceable, the Bankruptcy Court shall have the power to alter and interpret such term or provision to make it valid or enforceable to the maximum extent practicable, consistent with the original purpose of the term or provision held to be invalid, void, or unenforceable, and such term or provision shall then be applicable as altered or interpreted. Notwithstanding any such holding, alteration, or interpretation, the remainder of the terms and provisions of the Plan will remain in full force and effect and will in no way be affected, impaired, or invalidated by such holding, alteration, or interpretation. The Confirmation Order shall constitute a judicial determination and shall provide that each term and provision of the Plan, as it may have been altered or interpreted in accordance with the foregoing, is: (1) valid and enforceable pursuant to its terms; (2) integral to the Plan and may not be deleted or modified without the Debtors' consent; and (3) nonseverable and mutually dependent.

L. Votes Solicited in Good Faith.

Upon entry of the Confirmation Order, the Debtors will be deemed to have solicited votes on the Plan in good faith and in compliance with the Bankruptcy Code, and pursuant to section 1125(e) of the Bankruptcy Code, the Debtors and each of their respective Affiliates, agents, representatives, members, principals, shareholders, officers, directors, managers, employees, advisors, and attorneys will be deemed to have participated in good faith and in compliance with the Bankruptcy Code in the offer, issuance, sale, and purchase of Securities offered and sold under the Plan and any previous plan, and, therefore, neither any of such parties or individuals or the Reorganized Debtors will have any liability for the violation of any applicable law, rule, or regulation governing the solicitation of votes on the Plan or the offer, issuance, sale, or purchase of the Securities offered and sold under the Plan and any previous plan.

M. Closing of Chapter 11 Cases.

The Reorganized Debtors shall, promptly after the full administration of the Chapter 11 Cases, File with the Bankruptcy Court all documents required by Bankruptcy Rule 3022 and any applicable order of the Bankruptcy Court to close the Chapter 11 Cases.

N. Waiver or Estoppel.

Each Holder of a Claim or an Interest shall be deemed to have waived any right to assert any argument, including the right to argue that its Claim or Interest should be Allowed in a certain amount, in a certain priority, Secured or not subordinated by virtue of an agreement made with the Debtors or their counsel, or any other Entity, if such agreement was not disclosed in the Plan, the Disclosure Statement, or papers Filed with the Bankruptcy Court prior to the Confirmation Date.

O. Conflicts.

Except as set forth in the Plan, to the extent that any provision of the Disclosure Statement, the Plan Supplement, or any other order (other than the Confirmation Order) referenced in the Plan (or any exhibits, schedules, appendices, supplements, or amendments to any of the foregoing), conflict with or are in any way inconsistent with any provision of the Plan, the Plan shall govern and control.

Dated: October 14, 2014

Respectfully submitted,
ITR CONCESSION COMPANY LLC
ITR CONCESSION COMPANY HOLDINGS LLC
STATEWIDE MOBILITY PARTNERS LLC

By: /s/ Fernando Redondo
Name: Fernando Redondo
Title: Authorized Signatory

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