

**UNITED STATES BANKRUPTCY COURT  
FOR THE SOUTHERN DISTRICT OF NEW YORK**

	)				
In re:	)				Chapter 11
	)				
LIGHTSQUARED, INC., <u>et al.</u> ,	)				Case No. 12-12080 (SCC)
	)				
Debtors. <sup>1</sup>	)				Jointly Administered
	)				

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**CHAPTER 11 PLAN FOR ONE DOT SIX CORP. PROPOSED BY U.S. BANK  
NATIONAL ASSOCIATION AND MAST CAPITAL MANAGEMENT, LLC**

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August 30, 2013

<sup>1</sup> The debtors in these chapter 11 cases, along with the last four digits of each debtor's federal or foreign tax or registrations numbers, are: LightSquared Inc. (8845), LightSquared Investors Holdings Inc. (0984), One Dot Four Corp. (8806), One Dot Six Corp. (8763), SkyTerra Rollup LLC (N/A), SkyTerra Rollup Sub LLC (N/A), SkyTerra Investors LLC (N/A), TMI Communications Delaware, Limited Partnership (4456), LightSquared GP Inc. (6190), LightSquared LP (3801), ATC Technologies, LLC (3432), LightSquared Corp. (1361), LightSquared Finance Co. (6962), LightSquared Network LLC (1750), LightSquared Inc. of Virginia (9725), LightSquared Subsidiary LLC (9821), LightSquared Bermuda Ltd. (7247), SkyTerra Holdings (Canada) Inc. (0631), SkyTerra (Canada) Inc. (0629) and One Dot Six TVCC Corp. (0040).



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## **INTRODUCTION**

U.S. Bank National Association and Mast Capital Management, LLC hereby propose the following plan pursuant to chapter 11 of the Bankruptcy Code for the resolution of claims against, and equity interests in, One Dot Six Corp., one of the Debtors in the above-captioned cases. This plan does not comprise a plan for, nor is it proposed with respect to, any other Debtor whose chapter 11 case is being jointly administered with the chapter 11 case of One Dot Six Corp.<sup>2</sup>

## **ARTICLE I.**

### **RULES OF INTERPRETATION, COMPUTATION OF TIME AND DEFINED TERMS**

#### *A. Rules Interpretation and Computation of Time*

1. For purposes herein: (a) in the appropriate context, each term, whether stated in the singular or the plural, shall include both the singular and the plural, and pronouns stated in the masculine, feminine or neuter gender shall include the masculine, feminine and the neuter gender; (b) any reference herein to a contract, lease, instrument, release, indenture or other agreement or document being in a particular form or on particular terms and conditions means that the referenced document shall be substantially in that form or substantially on those terms and conditions; (c) any reference herein to an existing document or exhibit having been filed or to be filed shall mean that document or exhibit, as it may thereafter be amended, modified or supplemented; (d) unless otherwise specified, all references herein to “Articles” are references to Articles hereof or hereto; (e) unless otherwise stated, the words “herein,” “hereof” and “hereto” refer to the One Dot Six Plan in its entirety rather than to a particular portion of the One Dot Six Plan; (f) captions and headings to Articles are inserted for convenience of reference only and are not intended to be a part of or to affect the interpretation hereof; (g) the rules of construction set forth in Bankruptcy Code section 102 shall apply; (h) 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; and (i) the terms of the One Dot Six Plan are not intended to alter the terms of the Purchase Agreement in any way and, in the event of any inconsistency between the terms of the One Dot Six Plan and the Purchase Agreement, the terms of the Purchase Agreement shall control.

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

#### *B. Defined Terms*

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

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<sup>2</sup> See Order Directing the Joint Administration of the Debtors’ Chapter 11 Cases [Docket No. 33].

1. “*Acquired Assets*” means the Assets of One Dot Six to be sold pursuant to the terms and conditions of the Purchase Agreement and the Bid Procedures Order.

2. “*Administrative Claim*” means any right to payment constituting a cost or expense of administration of the Chapter 11 Case of One Dot Six under Bankruptcy Code sections 503(b), 507(a)(2) or 1114(e)(2), including, without limitation, (i) any actual and necessary expenses of preserving the One Dot Six Estate, (ii) any actual and necessary expenses of operating the businesses of One Dot Six, (iii) any indebtedness or obligations incurred or assumed by One Dot Six in connection with the conduct of its business from and after the Petition Date, (iv) One Dot Six Fee Claims, (v) any fees and charges assessed against the One Dot Six Estate under section 1930 of chapter 123 of title 28 of the United States Code, (vi) the Plan Proponent Fee Claims, and (vii) the Break-Up Fee and Expense Reimbursement, to the extent payable in accordance with the terms of the Stalking Horse Agreement and the Bid Procedures Order.

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

4. “*Allowed*” means, with respect to a Claim or Equity Interest, or any portion thereof, in any Class or category specified, a Claim or Equity Interest (i) that is evidenced by a Proof of Claim or Equity Interest to which no objection or request for estimation has been filed on or before any objection deadline set by the Bankruptcy Court or the expiration of such other applicable period fixed by the Bankruptcy Court, (ii) that is listed on the Schedules but is not listed as disputed, contingent or unliquidated, that is not otherwise subject to an objection and as for which no contrary or superseding Proof of Claim or Equity Interest has been filed, (iii) as to which any objection has been settled, waived, withdrawn or overruled by a Final Order or (iv) that is expressly allowed (a) by a Final Order, (b) solely with respect to those Claims that are not pre-petition Claims and are not required under applicable bankruptcy law to be allowed pursuant to an order of the Bankruptcy Court, by an agreement between the holder of such Claim and One Dot Six pursuant to an agreement which was approved or otherwise permitted by a Final Order of the Bankruptcy Court or is an ordinary course agreement that, unless *de minimis* in nature, has been provided to and has not been objected to in writing by the Plan Proponents or (c) pursuant to the terms of the One Dot Six Plan regardless of whether an objection is pending or subsequently brought against such Claim or Equity Interest. For the avoidance of doubt, to the extent a Claim is not Allowed, such Claim is still subject to objection based upon potentially applicable rights of avoidance, setoff, subordination and any other defense.

5. “*Applicable Law*” means any law, regulation, rule, order, judgment, guideline or decree to which the Business, any Acquired Asset, or Seller, is subject.

6. “*Assets*” means all of One Dot Six’s assets, properties, rights, interests, claims, contracts, and businesses of every kind, type, character and description, whether tangible or intangible, whether real, personal or mixed, whether accrued, contingent, liquidated or unliquidated, whether owned, leased or licensed and wherever located, and all rents, issues, profits, royalties, entitlements, products and proceeds of any of the foregoing.

7. “*Assumed Liabilities*” means the liabilities of One Dot Six assumed by the Purchaser pursuant to the Purchase Agreement, the Sale Order and the Confirmation Order.

8. “*Auction*” means the auction conducted in connection with the One Dot Six Sale and in accordance with the Bid Procedures Order.

9. “*Avoidance Actions*” means all Causes of Action of the One Dot Six Estate that arise under Bankruptcy Code sections 544, 545, 547, 548, 549, 550, 551 and/or 553.

10. “*Ballots*” means the ballots accompanying the Joint Disclosure Statement upon which holders of impaired Claims against, or Equity Interests in, One Dot Six entitled to vote shall, among other things, indicate their acceptance or rejection of the One Dot Six Plan in accordance with the One Dot Six Plan and the procedures governing the solicitation process, and which must be actually received on or before the Voting Deadline.

11. “*Bankruptcy Code*” means title 11 of the United States Code, 11 U.S.C. §§ 101-1532, as amended from time to time.

12. “*Bankruptcy Court*” means the United States Bankruptcy Court for the Southern District of New York, or such other court having jurisdiction over the Chapter 11 Case of One Dot Six.

13. “*Bankruptcy Rules*” means the Federal Rules of Bankruptcy Procedure, as applicable to the Chapter 11 Case of One Dot Six, promulgated under 28 U.S.C. § 2075 and the general, local and chambers rules of the Bankruptcy Court.

14. “*Bid Procedures*” means those procedures to be implemented in connection with the sale of the Assets of One Dot Six.

15. “*Bid Procedures Order*” means an order approving the Bid Procedures.

16. “*Break-Up Fee*” has the meaning given to such term in the Bid Procedures Order.

17. “*Business*” means the Seller’s possession of certain rights to control, use and operate, on a nationwide basis, a wireless network providing service using 5 MHz of Spectrum in the 1670-1675 MHz band.

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

19. “*Cash*” means cash and cash equivalents, in legal tender of the United States of America.

20. “*Causes of Action*” means all claims, rights, actions, causes of action (including Avoidance Actions), liabilities, obligations, suits, debts, remedies, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages or judgments, whether known or unknown, liquidated or unliquidated, fixed or contingent, matured or unmatured, foreseen or unforeseen, asserted or unasserted, arising in law, equity or otherwise, including intercompany claims.

21. “*Chapter 11 Cases*” means the procedurally consolidated chapter 11 cases pending for the Debtors in the Bankruptcy Court.

22. “*Claim*” means any claim as defined in Bankruptcy Code section 101(5) against One Dot Six.

23. “*Claims Agent*” means Kurtzman Carson Consultants LLC, or any other Person approved by the Bankruptcy Court to act as the Debtors’ claims and noticing agent pursuant to 28 U.S.C. § 156(c).

24. “*Class*” means each category of Claims or Equity Interests established under Article III.A of the One Dot Six Plan pursuant to Bankruptcy Code sections 1122 and 1123(a).

25. “*Closing*” means the consummation of all transactions required to close the One Dot Six Sale, after satisfaction of all applicable conditions to Closing, as set forth in the Purchase Agreement.

26. “*Collateral*” means any property or interest in property of the One Dot Six Estate that is subject to a Lien to secure the payment or performance of a Claim, which Lien is not subject to avoidance or otherwise invalid under the Bankruptcy Code or applicable non-bankruptcy law.

27. “*Confirmation Date*” means the date upon which the Bankruptcy Court enters the Confirmation Order on the docket of the Bankruptcy Court.

28. “*Confirmation Hearing*” means the hearing held by the Bankruptcy Court, as it may be continued from time to time, to consider confirmation of the One Dot Six Plan.

29. “*Confirmation Order*” means the order of the Bankruptcy Court confirming the One Dot Six Plan pursuant to Bankruptcy Code section 1129, which order may also authorize and direct One Dot Six to execute the Purchase Agreement (to the extent not executed as of the Confirmation Date) pursuant to Bankruptcy Code sections 105(a), 365, 1123(b)(4), 1129, 1142(b) and 1146(b), in form and substance acceptable to the Purchaser and the Plan Proponents.

30. “*Cure Costs*” means the amount, if any, that One Dot Six contends is the amount needed to cure any defaults and pecuniary losses with respect to executory contracts and unexpired leases anticipated to be Designated Contracts.

31. “*Cure Dispute*” means a dispute regarding (i) any Cure Cost; (ii) the ability of One Dot Six or the Purchaser to demonstrate adequate assurance of future performance (within the meaning of Bankruptcy Code section 365) under any contract or lease to be assumed; or (iii) any other matter pertaining to the proposed assumption.

32. “*Debtors*” means LightSquared Inc., LightSquared Investors Holdings Inc., One Dot Four Corp., One Dot Six Corp., SkyTerra Rollup LLC, SkyTerra Rollup Sub LLC, SkyTerra Investors LLC, TMI Communications Delaware, Limited Partnership, LightSquared GP Inc., LightSquared LP, ATC Technologies, LLC, LightSquared Corp., LightSquared Finance Co., LightSquared Network LLC, LightSquared Inc. of Virginia, LightSquared Subsidiary LLC,



LightSquared Bermuda Ltd., SkyTerra Holdings (Canada) Inc., SkyTerra (Canada) Inc. and One Dot Six TVCC Corp.

33. “*Designated Contract*” has the meaning set forth in the Purchase Agreement.

34. “*Designated Representative*” means the person (and any successor thereto) designated from time to time by the Plan Administrator to hold office and serve as the sole officer and director of reorganized One Dot Six.

35. “*DIP Agent*” means U.S. Bank National Association, in its capacity as administrative agent on behalf of the DIP Lenders under the DIP Credit Agreement.

36. “*DIP Claims*” means the Claims of the DIP Agent and the DIP Lenders arising under the DIP Credit Agreement, including, without limitation, all principal, interest, default interest and exit fees provided for thereunder.

37. “*DIP Credit Agreement*” means that certain Senior Secured, Super-Priority Debtor-In-Possession Credit Agreement, dated as of July 19, 2012 (as amended, supplemented, amended and restated or otherwise modified from time to time), between One Dot Six Corp., as borrower, LightSquared, Inc., One Dot Four Corp. and One Dot Six TVCC Corp., as guarantors, the DIP Lenders, the DIP Agent and the other parties thereto.

38. “*DIP Lenders*” means the lenders and financial institutions from time to time party to the DIP Credit Agreement and defined as Lenders thereunder.

39. “*DIP Order*” means the Final Order, Pursuant to 11 U.S.C. §§ 105, 361, 362, 363, 364, and 507, (a) Authorizing Inc. Obligors to Obtain Postpetition Financing, (b) Granting Liens and Providing Superpriority Administrative Expense Status, (c) Granting Adequate Protection, and (d) Modifying Automatic Stay [Docket No. 224], as amended.

40. “*Disallowed Claim*” means a Claim, or such portion of a Claim, that has been disallowed by a Final Order.

41. “*Disbursing Agent*” means, for purposes of making distributions under the One Dot Six Plan, One Dot Six, the Plan Administrator or a designee thereof.

42. “*Disputed Claim*” means, as of any relevant date, (i) any Claim, or any portion thereof (a) that is not an Allowed Claim or Disallowed Claim as of the relevant date, or (b) for which a Proof of Claim has been timely filed with the Bankruptcy Court or a written request for payment has been made, to the extent that One Dot Six, the Disbursing Agent or any party in interest has interposed a timely objection or request for estimation, which objection or request for estimation has not been withdrawn or determined by a Final Order as of the relevant date, and (ii) any Intercompany Claim.

43. “*Disputed Claims Reserve*” means a reserve that may be established and maintained by the Disbursing Agent for the purpose of effectuating distributions to holders of Disputed Claims pending allowance or disallowance of such Claims in accordance with the One Dot Six Plan.

44. “*Distribution Account*” means an account maintained by the Disbursing Agent into which the Plan Consideration will be delivered and then distributed by the Disbursing Agent in accordance with the One Dot Six Plan.

45. “*Distribution Record Date*” means, with respect to all Classes, the third (3rd) Business Day after the date the Confirmation Order is entered by the Bankruptcy Court or such other date as shall be established by the Bankruptcy Court in (a) the Confirmation Order, or (b) upon request of One Dot Six or the Plan Proponents, a separate order of the Bankruptcy Court.

46. “*Effective Date*” means the first Business Day following the Confirmation Date selected by the Plan Proponents on which (a) all conditions specified in Article IX.A hereof have been either satisfied or waived pursuant to Article IX.B hereof and (b) no stay of the Confirmation Order is in effect.

47. “*Equity Interest*” means the interest (whether legal, equitable, contractual or other rights) of any holders of any class of equity securities of One Dot Six represented by shares of common or preferred stock or other instruments evidencing an ownership interest in One Dot Six, whether or not certificated, transferable, voting or denominated stock or a similar security, and any Claim or Cause of Action related to or arising from the foregoing, or any option, warrant or right, contractual or otherwise, to acquire any such interest in One Dot Six, including, without limitation, interests evidenced by membership or partnership interests, or other rights to purchase or otherwise receive any ownership interest and any right to payment or compensation based upon any such interest, whether or not such interest is owned by the holder of such right to payment or compensation.

48. “*Estimation Order*” means an order or orders of the Bankruptcy Court estimating for voting and/or distribution purposes (under Bankruptcy Code section 502(c)) the Allowed amount of any Claim, which order or orders may include the Confirmation Order if the Confirmation Order grants the same relief that would have been granted in a separate Estimation Order.

49. “*Existing Board*” means the board of directors, board of managers or similar governing entity of One Dot Six immediately prior to the Effective Date.

50. “*Expense Reimbursement*” shall have the meaning given to such term in the Bid Procedures Order.

51. “*FCC*” means the Federal Communications Commission or any successor agency thereto.

52. “*FCC Application*” means the application(s) filed on FCC Form 608 (or other form as may be required by the FCC) to request FCC approval of the Transfer of control of the Spectrum Lease Arrangement (including the Sublease) from Seller to Purchaser and/or a new spectrum lease arrangement to effectuate the assignment of the Spectrum Lease Agreement (including the Sublease) from Seller to Purchaser.

53. “*FCC Consent*” means an order, orders, or public notice of the FCC (or its staff acting pursuant to delegated authority) consenting or confirming the consent, to the FCC Application.

54. “*FCC Final Order*” means an action by the FCC (i) that has not been vacated, reversed, stayed, enjoined, set aside, annulled or suspended, (ii) with respect to which no timely filed request for stay, motion or petition for rehearing, reconsideration or review, or application or request for review or notice of appeal or sua sponte review by the FCC is pending, and (iii) as to which the time for filing any such request, motion, petition, application, appeal or notice, and for the entry of orders staying, reconsidering or reviewing on the FCC’s own motion has expired.

55. “*FCC License*” means the license issued to OP LLC for the Spectrum.

56. “*Final Order*” means (a) an order or judgment of the Bankruptcy Court or any other court or adjudicative body as to which the time to appeal, petition for certiorari, or move for reargument or rehearing has expired and as to which no appeal, petition for certiorari, or other proceedings for reargument or rehearing shall then be pending, or (b) in the event that an appeal, writ of certiorari, reargument, or rehearing thereof has been taken or sought, such order of the Bankruptcy Court or any other court or adjudicative body shall have been affirmed by the highest court to which such order was appealed, or certiorari has been denied, or from which reargument or rehearing was sought, and the time to take any further appeal, petition for certiorari or move for reargument or rehearing shall have expired; *provided*, that no order shall fail to be a Final Order solely because of the possibility that a motion pursuant to Bankruptcy Code section 502(j), Rule 59 or Rule 60 of the Federal Rules of Civil Procedure or Bankruptcy Rule 9024 may be filed with respect to such order.

57. “*General Disclosure Statement*” means that portion of the Joint Disclosure Statement containing general information about the Debtors customarily included in a disclosure statement pertaining to, among other things, the Debtors’ businesses, properties, prepetition liabilities, claims and events during the Chapter 11 Cases.

58. “*Governmental Entity*” means any national, federal, state, municipal, local, provincial, territorial, government or any department, commission, board, bureau, agency, regulatory authority or instrumentality thereof, or any court, judicial, administrative or arbitral body or public or private tribunal, including any United States or other such entity anywhere in the world.

59. “*Inc. Accrued Professional Compensation*” means, at any given moment, all accrued, contingent and/or unpaid fees and expenses (including success fees) for legal, financial, advisory, accounting and other services and reimbursement of expenses, asserted against the Inc. Debtors, that are awardable and allowable under Bankruptcy Code section 328, 330(a) or 331 or otherwise rendered prior to the Confirmation Date by any Professional Persons in the Inc. Debtors’ Chapter 11 Cases that the Bankruptcy Court has not denied by a Final Order, to the extent that any such fees and expenses have not been previously paid regardless of whether a fee application has been filed for any such amount. To the extent that the Bankruptcy Court or any higher court denies or reduces by a Final Order any amount of a Professional Person’s fees or

expenses, or any professional fees payable pursuant to section 16(a) of the DIP Order, then those reduced or denied amounts shall no longer constitute Inc. Accrued Professional Compensation.

60. “*Inc. Debtors*” means LightSquared, Inc., One Dot Four Corp., One Dot Six Corp. and One Dot Six TVCC Corp.

61. “*Inc. Facility*” means the \$278,750,000 term loan facility under the Inc. Facility Credit Agreement.

62. “*Inc. Facility Affiliate Indebtedness*” means any and all existing, arising or acquired, directly or indirectly (including by participation), indebtedness, claims, debts, liabilities and obligations (including all principal, interest, premium, make-whole amounts, reimbursement obligations, fees, indemnities or expenses payable under the Inc. Facility Credit Agreement and any other instrument or agreement executed and delivered in connection therewith of LightSquared Inc. and the Inc. Facility Subsidiary Guarantors respectively owing to the Inc. Facility Affiliate Lenders under or pursuant to such agreements, whether direct or indirect, whether contingent or of any other nature, character, or description (which shall include all interest accrued or accruing after commencement of the Chapter 11 Cases in accordance with the rate specified in the Inc. Facility Credit Agreement or other applicable agreement executed in connection therewith, whether or not the claim for such interest is allowed as a claim in the Chapter 11 Cases), and any refinancings, renewals, refunding or extensions of such amounts.

63. “*Inc. Facility Affiliate Lenders*” means (i) Blue Line DZM Corp., (ii) Harbinger Capital Partners SP, Inc and (iii) any holder of Inc. Facility Affiliate Indebtedness.

64. “*Inc. Facility Agent*” means U.S. Bank National Association, as successor administrative agent to UBS AG, Stamford Branch on behalf of the Inc. Facility Lenders under the Inc. Facility Credit Agreement.

65. “*Inc. Facility Credit Agreement*” means that certain Credit Agreement, dated as of July 1, 2011, by and among LightSquared, Inc., as borrower, the Inc. Facility Subsidiary Guarantors, the Inc. Facility Lenders and the Inc. Facility Agent (as may be amended, supplemented, amended and restated or otherwise modified from time to time).

66. “*Inc. Facility Lenders*” means the lenders and financial institutions from time to time party to the Inc. Facility Credit Agreement and defined as Lenders thereunder.

67. “*Inc. Facility Lender Subordination Agreement*” means that certain Lender Subordination Agreement, dated as of March 29, 2012, between and among certain Affiliate Lenders and Non-Affiliate Lenders (each as defined in the Inc. Facility Lender Subordination Agreement), by which the Affiliate Lenders agreed to subordinate their Claims to the Claims of the Non-Affiliate Lenders.

68. “*Inc. Facility Non-Affiliate Lenders*” means the Inc. Facility Lenders other than the Inc. Facility Affiliate Lenders.

69. “*Inc. Facility – One Dot Six Claims*” means the Inc. Facility – One Dot Six Guaranty Claims and the Inc. Facility – One Dot Six Subordinated Guaranty Claims.

70. *Inc. Facility – One Dot Six Guaranty Claims*” means any and all Claims against One Dot Six arising from or related to any guarantees under the Inc. Facility Credit Agreement, but excluding any Inc. Facility – One Dot Six Subordinated Guaranty Claims.

71. *“Inc. Facility – One Dot Six Subordinated Guaranty Claims”* means any and all Claims against One Dot Six arising from or related to any guarantees under the Inc. Facility Credit Agreement that were subordinated to the Inc. Facility – One Dot Six Guaranty Claims pursuant to the Inc. Facility Lender Subordination Agreement.

72. *“Inc. Facility Prepayment Premium”* means the prepayment premium due and owing pursuant to section 2.10(g) of the Inc. Facility Credit Agreement.

73. *“Inc. Facility Subsidiary Guarantors”* means One Dot Four Corp., One Dot Six Corp. and One Dot Six TVCC Corp.

74. *“Inc. Fee Claim”* means a Claim against the Inc. Debtors under Bankruptcy Code section 328, 330(a), 331, 363 or 503 for Inc. Accrued Professional Compensation.

75. *“Insured Claim”* means any Claim for which One Dot Six or the holder of a Claim is entitled to indemnification, reimbursement, contribution or other payment under a policy of insurance wherein One Dot Six is an insured or beneficiary of the coverage.

76. *“Intercompany Claim”* means any Claim held by a Debtor against One Dot Six.

77. *“Joint Disclosure Statement”* means that certain disclosure document relating to each of the competing plans of reorganization for any one or more of the Debtors for which the votes of holders of Claims against, and Equity Interests in, One Dot Six (if applicable) will be solicited, which shall, among other things, include the General Disclosure Statement and the One Dot Six Specific Disclosure Statement including, without limitation, all exhibits and schedules thereto, as the same may be amended, supplemented or otherwise modified from time to time, as approved by the Bankruptcy Court pursuant to Bankruptcy Code section 1125.

78. *“Lien”* means, with respect to any asset, any mortgage or deed of trust, pledge, hypothecation, assignment, deposit arrangement, lien, charge, claim, security interest, easement or encumbrance, or preference, priority or other security agreement or preferential arrangement of any kind or nature whatsoever (including any lease or title retention agreement, any financing lease having substantially the same economic effect as any of the foregoing, and the filing of, or agreement to give, any financing statement perfecting a security interest under the Uniform Commercial Code as in effect from time to time in the State of New York or comparable law of any jurisdiction) and, in the case of securities, any purchase option, call or similar right of a third party with respect to such securities.

79. *“Material Adverse Effect”* means any change, effect, event or condition that has had or would reasonably be expected to have (i) a material adverse effect on the assets, operations, results of operations or financial condition of the Business, or (ii) a material adverse effect on the ability of Seller to consummate the transactions contemplated by the Purchase Agreement and the agreements ancillary thereto; provided that changes, effects, events or conditions, to the extent arising or resulting from the following, shall not be taken into account in

determining whether or not there has been or would reasonably be expected to be a Material Adverse Effect under the foregoing clause (i): (A) changes in general economic conditions or securities or financial markets that do not have a disproportionate effect on the Business (relative to the effect on other Persons operating in the same industry as Seller); (B) changes in Applicable Law or interpretations thereof by any Governmental Entity that do not have a disproportionate effect on the Business (relative to the effect on other Persons operating in the same industry as Seller); (C) any outbreak or escalation of hostilities or war (whether declared or not declared) or any act of terrorism, in each case that does not have a disproportionate effect on the Business (relative to the effect on other Persons operating in the same industry as Seller); (D) any changes in accounting regulations or principles that does not have a disproportionate effect on the Business (relative to the effect on other Persons operating in the same industry as Seller); and (E) any changes resulting from actions of Seller expressly agreed to or requested in writing by Purchaser.

80. “*Notice of Effective Date*” means the notice of the occurrence of the Effective Date to be filed with the Bankruptcy Court and mailed, as necessary, to the holders of Claims against, and Equity Interests in, One Dot Six.

81. “*One Dot Six Estate*” means the estate created for One Dot Six in its Chapter 11 Case pursuant to section 541 of the Bankruptcy Code.

82. “*One Dot Six Fee Claim*” means the portion of the Inc. Fee Claims allocable to One Dot Six.

83. “*One Dot Six General Unsecured Claim*” means any Unsecured Claim against One Dot Six Corp., other than an Administrative Claim, a Priority Non-Tax Claim, a Priority Tax Claim, a One Dot Six Fee Claim, U.S. Trustee Fees, an Other Secured Claim, an Inc. Facility – One Dot Six Guaranty Claim, or an Inc. Facility – One Dot Six Subordinated Guaranty Claim but including, for the avoidance of doubt, any Intercompany Claim.

84. “*One Dot Six Plan*” means this chapter 11 plan, including all exhibits, supplements, appendices, and schedules hereto, either in its present form or as it may be amended, supplemented, or otherwise modified from time to time (but solely in accordance with the terms hereof), in form and substance acceptable to the Purchaser and the Plan Proponents.

85. “*One Dot Six Sale*” means the sale of the Acquired Assets under Bankruptcy Code sections 105(a), 1123(a)(5), 1123(b)(4), 1129(b)(2)(A), 1141, 1145 and 1146(a) under the terms and conditions of the Purchase Agreement, free and clear of any Claims, Liens, interests, or encumbrances.

86. “*One Dot Six Sale Proceeds*” means all Cash proceeds, if any, and other consideration aside from Assumed Liabilities deliverable to the One Dot Six Estate from the One Dot Six Sale in accordance with the Purchase Agreement to be distributed to the holders of Allowed Claims and Equity Interests, if applicable, in accordance with the terms of the One Dot Six Plan.

87. “*One Dot Six Specific Disclosure Statement*” means that portion of the Joint Disclosure Statement related specifically to the One Dot Six Plan.

88. “*Other Secured Claim*” means any Secured Claim against One Dot Six other than (a) a DIP Claim, (b) an Inc. Facility – One Dot Six Guaranty Claim or (c) an Inc. Facility – One Dot Six Subordinated Guaranty Claim.

89. “*Person*” means a person as defined in Bankruptcy Code section 101(41).

90. “*Petition Date*” means May 14, 2012, the date on which the Debtors commenced the Chapter 11 Cases.

91. “*Plan Administrator*” means the entity designated by the Plan Proponents, which person shall be reasonably acceptable to the Purchaser, prior to the Confirmation Date and approved by the Bankruptcy Court pursuant to the Confirmation Order to administer the One Dot Six Plan in accordance with its terms and any successor thereto.

92. “*Plan Consideration*” means the (a) One Dot Six Sale Proceeds less the amount of Cash necessary to fund the Wind Down Reserve and (b) the Retained Assets (or the proceeds thereof).

93. “*Plan Distribution*” means a payment or distribution to holders of Allowed Claims against, or Allowed Equity Interests in, One Dot Six under the One Dot Six Plan.

94. “*Plan Distribution Date*” means, with respect to any Claim or Equity Interest, (a) the Effective Date or a date that is as soon as reasonably practicable and permissible after the Effective Date, if such Claim or Equity Interest is then an Allowed Claim or Allowed Equity Interest, or (b) if not Allowed on the Effective Date, a date that is as soon as reasonably practicable and permissible after the date such Claim or Equity Interest becomes Allowed.

95. “*Plan Documents*” means the documents, other than the Plan and Purchase Agreement, to be executed, delivered, assumed, and/or performed in connection with the consummation of the One Dot Six Plan, including, without limitation, the documents to be included in the Plan Supplement and the Schedule of Assumed Executory Contracts and Unexpired Leases, each of which shall be in form and substance acceptable to the Plan Proponents and the Purchaser and filed with the Bankruptcy Court as specified in the One Dot Six Plan.

96. “*Plan Proponent Fee Claims*” means all Claims for the reasonable out-of-pocket expenses incurred by the Plan Proponents.

97. “*Plan Proponents*” means Mast Capital Management, LLC and U.S. Bank National Association.

98. “*Plan Supplement*” means the supplemental appendix to the One Dot Six Plan, to be filed no later than five (5) calendar days prior to the Voting Deadline, which will contain, among other things, draft forms, signed copies, or summaries of material terms, as the case may be, of the Plan Documents; *provided*, that such supplemental appendix may be amended, supplemented or modified from time to time after the Voting Deadline in accordance with the terms of the One Dot Six Plan, the Bid Procedures Order and the Confirmation Order.

99. “*Priority Non-Tax Claim*” means any Claim other than an Administrative Claim, a One Dot Six Fee Claim or a Priority Tax Claim, entitled to priority in right of payment under Bankruptcy Code section 507(a).

100. “*Priority Tax Claim*” means any Claim of a governmental unit of the kind specified in Bankruptcy Code section 507(a)(8).

101. “*Professional Person*” means all Persons retained by order of the Bankruptcy Court in connection with the Chapter 11 Cases, pursuant to Bankruptcy Code sections 327, 328, 330 or 1103, excluding any ordinary course professional retained pursuant to an order of the Bankruptcy Court.

102. “*Proof of Claim*” means a proof of Claim that must be filed against One Dot Six by the deadline, if any, designated by the Bankruptcy Court as the deadline for filing proofs of Claim against One Dot Six.

103. “*Pro Rata*” means the proportion that an Allowed Claim against, or Equity Interest in, One Dot Six in a particular Class bears to the aggregate amount of Allowed Claims or Equity Interests in that Class, or the proportion that Allowed Claims or Equity Interests in a particular Class bear to the aggregate amount of Allowed Claims or Equity Interests in a particular Class and other Classes entitled to share in the same recovery as such Allowed Claim or Equity Interests under the One Dot Six Plan.

104. “*Purchase Agreement*” means either (i) the Stalking Horse Agreement or (ii) if the Stalking Horse Bidder is not the Purchaser, an asset purchase agreement by and among One Dot Six, as Seller, and the Purchaser, as buyer, which asset purchase agreement shall comply with the requirements of the Bid Procedures Order.

105. “*Purchaser*” shall have the meaning set forth in the Bid Procedures Order identifying the Qualified Bidder submitting the highest and best bid for the Assets of One Dot Six to be sold pursuant to Auction.

106. “*Qualified Bidder*” means a Person eligible to submit a bid pursuant to the Bid Procedures Order.

107. “*Released Parties*” means (a) One Dot Six, (b) the Plan Proponents, (c) the Stalking Horse Bidder, (d) the Purchaser, (e) each Inc. Facility Non-Affiliate Lender, (f) the Inc. Facility Agent, (g) each DIP Lender, (h) the DIP Agent, (i) the Plan Administrator and (j) the present and former directors, officers, managers, agents, successors, assigns, attorneys, accountants, consultants, investment bankers, bankruptcy and restructuring advisors and financial advisors, in each case solely in their capacity as such; *provided, however*, that neither the Purchaser nor One Dot Six shall be deemed to be a Released Party as against one another with respect to each such party’s right to enforce the Purchase Agreement against the other party.

108. “*Retained Assets*” means the Assets of One Dot Six that are excluded from the One Dot Six Sale pursuant to the terms and conditions of the Purchase Agreement.



109. “*Sale Order*” means an order of the Bankruptcy Court approving the Purchase Agreement and all transactions required to close the One Dot Six Sale under Bankruptcy Code sections 105, 363, 365 and/or 1129, which order may, for the avoidance of doubt, be the Confirmation Order, and may direct One Dot Six to execute the Purchase Agreement and perform thereunder.

110. “*Schedule of Assumed Executory Contracts and Unexpired Leases*” means a schedule of the contracts and leases to be assumed by One Dot Six pursuant to Article VIII.A.1 of the One Dot Six Plan and assigned to the Purchaser, the initial version of which shall be filed with the Bankruptcy Court by One Dot Six no later than five (5) Business Days prior to the Voting Deadline, as the same may be amended or modified from time to time.

111. “*Schedules*” mean, collectively, the schedules of assets and liabilities, schedules of Executory Contracts and Unexpired Leases and statements of financial affairs filed by One Dot Six pursuant to Bankruptcy Code section 521 and in substantial accordance with the Official Bankruptcy Forms as the same may have been amended, modified or supplemented from time to time.

112. “*Secured Claim*” means a Claim, either as set forth in the One Dot Six Plan, as agreed to by the holder of such Claim and One Dot Six, or the Plan Administrator, as applicable, the Plan Proponents or as determined by a Final Order in accordance with Bankruptcy Code sections 506(a) and 1111(b): (a) that is secured by a valid, perfected and enforceable Lien on Collateral, to the extent of the value of the Claim holder’s interest in such Collateral as of the Confirmation Date; or (b) to the extent that the holder thereof has a valid right of setoff pursuant to Bankruptcy Code section 553.

113. “*Seller*” means One Dot Six Corp., a Delaware corporation.

114. “*Specified Regulatory Approvals*” has the meaning given to such term in the Purchase Agreement.

115. “*Spectrum*” means those certain nationwide spectrum rights for 5 MHz in the 1670 – 1675 MHz band licensed by the FCC to OP LLC under Call Sign WPYQ831.

116. “*Spectrum Lease Agreement*” means (i) that certain Master Agreement by and among Crown Castle MM Holding LLC, OP LLC and One Dot Six Corp. (as assignee of TVCC One Six Holdings LLC) dated July 16, 2007, (ii) the related Long-Term De Facto Transfer Lease Agreement by and among Crown Castle MM Holding LLC, OP LLC and One Dot Six Corp. (as assignee of TVCC One Six Holdings LLC) dated July 16, 2007, and (iii) the related Long-Term De Facto Transfer Sublease Agreement by and between OP LLC and One Dot Six Corp. (as assignee of TVCC One Six Holdings LLC) dated August 13, 2008.

117. “*Spectrum Lease Arrangement*” means the long term de facto transfer lease of the Spectrum from OP LLC to One Dot Six assigned Lease ID L000007295 by the FCC.

118. “*Stalking Horse Agreement*” means that certain Purchase Agreement by and between One Dot Six Corp. and Mast Spectrum Acquisition Company LLC, and/or one or more

of its affiliates or designees, dated as of [●], 2013, setting forth the terms of the Stalking Horse Bidder's offer for the Acquired Assets.

119. "*Stalking Horse Bid*" means the initial bid of the Stalking Horse Bidder pursuant to the Stalking Horse Agreement, pursuant to which the Stalking Horse Bidder has offered a combination of Cash and credit bid consideration for the Acquired Assets.

120. "*Stalking Horse Bidder*" means Mast Spectrum Acquisition Company LLC, and/or one or more of its affiliates or designees, in its capacity as the stalking horse bidder under the Stalking Horse Agreement.

121. "*Sublease*" means the Long-Term De Facto Transfer Sublease Agreement dated August 13, 2008 by and between OP LLC and One Dot Six (as assignee of TVCC One Six Holdings LLC).

122. "*Substantial Service Deadline*" means October 1, 2013, the date by which Seller must demonstrate to the FCC that the Spectrum is being utilized to provide substantial service on a nationwide basis.

123. "*Successful Bid*" means the bid selected as the highest or otherwise best bid for the Acquired Assets in accordance with the Bid Procedures Order.

124. "*Transfer*" means sell, convey, assign, transfer and deliver.

125. "*Unclassified Claims*" means Administrative Claims, One Dot Six Fee Claims, U.S. Trustee Fees and Priority Tax Claims against One Dot Six.

126. "*U.S. Trustee*" means the Office of the U.S. Trustee for Region 2, Southern District of New York.

127. "*U.S. Trustee Fees*" means fees arising under 28 U.S.C. § 1930(a)(6) and, to the extent applicable, accrued interest thereon arising under 31 U.S.C. § 3717, each as determined by the Bankruptcy Court at the Confirmation Hearing.

128. "*Voting Deadline*" means November 29, 2013 at 4:00 p.m. (prevailing Pacific Time)], or such later date as may be determined by the Plan Proponents or as otherwise determined by the Bankruptcy Court.

129. "*Wind Down*" means the wind down of One Dot Six in accordance with the One Dot Six Plan, as more fully set forth in Article VI.I herein.

130. "*Wind Down Reserve*" has the meaning set forth in Article V.A of the One Dot Six Plan.

## ARTICLE II.

### PROVISIONS FOR THE TREATMENT OF UNCLASSIFIED CLAIMS

#### A. *Unclassified Claims*

As provided by Bankruptcy Code section 1123(a)(1), Administrative Claims, One Dot Six Fee Claims, U.S. Trustee Fees, DIP Claims and Priority Tax Claims against One Dot Six shall not be classified under the One Dot Six Plan, and shall instead be treated separately as Unclassified Claims on the terms set forth in this Article II. Holders of such Claims are not entitled to vote on the One Dot Six Plan.

#### B. *Administrative Claims*

##### 1. Time for Filing Administrative Claims

Each holder of an Administrative Claim, other than (i) a One Dot Six Fee Claim, (ii) a liability incurred and payable in the ordinary course of business by One Dot Six (and not past due), (iii) an Administrative Claim that has become an Allowed Claim on or before the Effective Date, or (iv) any claim by the Stalking Horse Bidder for payment of the Break-Up Fee, if applicable, or Expense Reimbursement under the Stalking Horse Agreement must file with the Bankruptcy Court and serve on (a) One Dot Six, (b) the Office of the U.S. Trustee, and (c) the Plan Proponents notice of such Administrative Claim within thirty (30) days after service of the Notice of Effective Date. Such notice of Administrative Claim must include, at a minimum, (i) the name of the holder of the Administrative Claim, (ii) the amount of the Administrative Claim, and (iii) a detailed description of the basis for the Administrative Claim. **Failure to file and serve such notice timely and properly shall result in the Administrative Claim being forever barred and discharged.**

##### 2. Allowance of Administrative Claims

An Administrative Claim with respect to which notice has been properly filed and served pursuant to Article II.B.1 of the One Dot Six Plan shall become an Allowed Administrative Claim if no objection is filed within thirty (30) days after the later of (i) the date of service of the applicable notice of Administrative Claim, or (ii) such later date as may be (a) agreed to by the holder of such Administrative Claim or (b) approved by the Bankruptcy Court on motion of a party in interest, without notice or a hearing. If an objection is filed within such thirty (30) day period (or any extension thereof) and is not otherwise resolved, the Administrative Claim shall become an Allowed Administrative Claim only to the extent allowed by Final Order. For the avoidance of doubt, any claim by the Stalking Horse Bidder for the Break-Up Fee, if applicable, or Expense Reimbursement shall be deemed an Allowed Administrative Claim in accordance with the Bid Procedures Order, and the Stalking Horse Bidder shall not be required to file any notice of Administrative Claim in accordance with Article II.B.1 of the One Dot Six Plan or any other Proof of Claim or administrative expense in respect of any Claim for the Break-Up Fee, if applicable, or Expense Reimbursement.

3. Payment of Allowed Administrative Claims

On the Plan Distribution Date, each holder of an Allowed Administrative Claim shall receive, (i) the amount of such holder's Allowed Administrative Claim in one payment of Plan Consideration in the form of Cash (to the extent not previously paid by One Dot Six) or (ii) such other treatment as may be agreed upon in writing by One Dot Six (or, if after the Effective Date, the Disbursing Agent), the Purchaser, and such holder; *provided*, that such treatment shall not provide a recovery to such holder having a present value as of the Effective Date in excess of such holder's Allowed Administrative Claim; *provided, further*, that an Administrative Claim representing a liability incurred in the ordinary course of business of One Dot Six may be paid by One Dot Six (or, if after the Effective Date, the Disbursing Agent) in the ordinary course of business; *provided, further*, that the Break-Up Fee, if applicable, and Expense Reimbursement shall be paid in accordance with the terms of the Stalking Horse Agreement and Bid Procedures Order; and *provided, further*, that any Allowed Administrative Claim accrued or incurred prior to the Effective Date, but not paid on or prior to the Effective Date, shall be paid from the reserve established pursuant to Article VII.E.2 of the One Dot Six Plan (and, to the extent that amounts deposited in the reserve established pursuant to Article VII.E.2 of the One Dot Six Plan are insufficient to pay such Allowed Administrative Claim, One Dot Six may withdraw Cash from the Wind Down Reserve to pay such Allowed Administrative Claim).

4. Plan Proponent Fee Claims

Plan Proponent Fee Claims shall be paid in full in Plan Consideration in the form of Cash on the Effective Date for all reasonable fees and expenses incurred up to the Effective Date (to the extent not previously paid), subject to the prior receipt by One Dot Six of invoices and reasonable documentation in connection therewith and without the requirement to file a fee application with the Bankruptcy Court. In the event that One Dot Six disputes any portion of the Plan Proponent Fee Claims, One Dot Six shall pay the undisputed amount of such Plan Proponent Fee Claims, and segregate the remaining portion of such Plan Proponent Fee Claims until such dispute is resolved by the parties or by the Bankruptcy Court.

C. *Professional Compensation*

Each Professional Person asserting a One Dot Six Fee Claim for services rendered before the Effective Date must file with the Bankruptcy Court and serve on all parties required to receive notice, an application for final allowance of such One Dot Six Fee Claim no later than 40 days after the Effective Date.

Each holder of a One Dot Six Fee Claim that has been Allowed by Final Order shall receive, in full satisfaction of such Allowed One Dot Six Fee Claim, (i) on the date such One Dot Six Fee Claim becomes an Allowed One Dot Six Fee Claim, or as soon thereafter as is practicable, Plan Consideration in the form of Cash or (ii) such other treatment as may be agreed to by the holder of an Allowed One Dot Six Fee Claim, One Dot Six (or, if after the Effective Date, the Disbursing Agent), and the Purchaser; *provided* that such treatment shall not provide a recovery to such holder having a present value as of the Effective Date in excess of such Allowed One Dot Six Fee Claim.

*D. U.S. Trustee Fees*

The Disbursing Agent, on behalf of One Dot Six, shall pay all outstanding U.S. Trustee Fees of One Dot Six on an ongoing basis on the later of: (i) the Effective Date; and (ii) the date such U.S. Trustee Fees become due, until such time as a final decree is entered closing the Chapter 11 Case of One Dot Six or the Chapter 11 Case of One Dot Six is converted or dismissed, or the Bankruptcy Court orders otherwise. Any deadline for filing Administrative Claims shall not apply to U.S. Trustee Fees.

*E. DIP Claims*

All DIP Claims shall be Allowed and deemed to be Allowed Claims in the full amount due and owing under the DIP Credit Agreement. Each holder of an Allowed DIP Claim shall be paid in full in Plan Consideration in the form of Cash on the Effective Date, except to the extent such holder agrees to less favorable treatment; *provided, however*, that in the event the Stalking Horse Bidder submits the Successful Bid, the amount of all DIP Claims shall be reduced on a dollar-for-dollar basis by the amount of DIP Claims that are credit bid in connection with the Successful Bid.

*F. Priority Tax Claims*

Each holder of an Allowed Priority Tax Claim shall receive, in full satisfaction of such Allowed Priority Tax Claim: (a) Plan Consideration in the form of Cash in the amount of such Allowed Priority Tax Claim (to the extent not previously paid by One Dot Six) on the later of (i) the applicable Plan Distribution Date and (ii) as soon as practicable after such Priority Tax Claim becomes an Allowed Priority Tax Claim or (b) such other treatment as may be agreed to by such holder of an Allowed Priority Tax Claim, One Dot Six (or, if after the Effective Date, the Disbursing Agent) and the Purchaser; *provided*, that such treatment shall not provide a recovery to such holder having a present value as of the Effective Date in excess of such holder's Allowed Priority Tax Claim.

### **ARTICLE III.**

#### **CLASSIFICATION AND TREATMENT OF CLASSIFIED CLAIMS AND EQUITY INTERESTS**

*A. Summary*

The following table designates the Classes of Claims and Equity Interests, and specifies which Classes are: (i) impaired or unimpaired by the One Dot Six Plan; (ii) entitled to vote to accept or reject the One Dot Six Plan in accordance with Bankruptcy Code section 1126; and (iii) deemed to accept the One Dot Six Plan pursuant to Bankruptcy Code section 1126(f).

<u>Class</u>	<u>Claim</u>	<u>Status</u>	<u>Voting Rights</u>
Class 1	Priority Non-Tax Claims	Unimpaired	Deemed to Accept
Class 2	Other Secured Claims	Unimpaired	Deemed to Accept
Class 3	Inc. Facility – One Dot Six Guaranty Claims	Impaired	Entitled to Vote
Class 4	Inc. Facility – One Dot Six Subordinated Guaranty Claims	Impaired	Entitled to Vote
Class 5	One Dot Six General Unsecured Claims	Impaired	Entitled to Vote
Class 6	Equity Interests	Impaired	Entitled to Vote

*B. Classification of Claims and Equity Interests*

Pursuant to Bankruptcy Code section 1122, the One Dot Six Plan classifies all Claims against, and Equity Interests in, One Dot Six. A Claim or Equity Interest is placed in a particular Class for purposes of voting on the One Dot Six Plan, to the extent applicable, and receiving distributions pursuant to the One Dot Six Plan, to the extent applicable, only to the extent that such Claim or Equity Interest is an Allowed Claim or Allowed Equity Interest in that Class and such Claim or Equity Interest has not been paid, released, withdrawn or otherwise settled before the Effective Date. In accordance with Bankruptcy Code section 1123(a)(1), Administrative Claims, Priority Tax Claims and U.S. Trustee Fees have not been classified.

*C. Classes of Claims and Equity Interests*

1. Class 1—Priority Non-Tax Claims

(a) *Classification:* Class 1 consists of all Priority Non-Tax Claims against One Dot Six.

(b) *Treatment:* The legal, equitable and contractual rights of the holders of Allowed Class 1 Claims are unaltered. Unless otherwise agreed to by a holder of an Allowed Class 1 Claim, One Dot Six (or, if after the Effective Date, the Disbursing Agent) and the Purchaser, each holder of an Allowed Class 1 Claim shall receive, in full and final satisfaction of such Allowed Class 1 Claim, Plan Consideration in the form of Cash in an amount equal to such Allowed Claim.

(c) *Voting:* Class 1 is unimpaired, and holders of Class 1 Claims are conclusively presumed to have accepted the One Dot Six Plan pursuant to Bankruptcy Code section 1126(f). Therefore, holders of Class 1 Claims are not entitled to vote to accept or reject the One Dot Six Plan.

2. Class 2—Other Secured Claims

(a) *Classification:* Class 2 consists of all Other Secured Claims against One Dot Six.

(b) *Treatment:* Unless otherwise agreed to by a holder of an Allowed Class 2 Claim, One Dot Six (or, if after the Effective Date, the Disbursing Agent) and the Purchaser, each holder of an Allowed Class 2 Claim shall receive, at the election of the Plan Proponents or the Plan Administrator, as applicable:

- (i) Plan Consideration in the form of Cash in an amount equal to such Allowed Other Secured Claim; or
- (ii) Such other treatment that will render the Other Secured Claim unimpaired pursuant to Bankruptcy Code section 1124.

Each holder of an Allowed Other Secured Claim shall retain the Liens securing its Allowed Other Secured Claim as of the Effective Date until (A) full and final payment of such Allowed Other Secured Claim is made as provided herein or (B) the Collateral securing such Liens is sold and such Liens shall attach to the respective proceeds of such sale to the extent attributable to such Collateral and with the same validity, priority, force and effect.

(c) *Voting:* Class 2 is unimpaired, and holders of Class 2 Claims are conclusively presumed to have accepted the One Dot Six Plan pursuant to Bankruptcy Code section 1126(f). Therefore, holders of Class 2 Claims are not entitled to vote to accept or reject the One Dot Six Plan.

3. Class 3—Inc. Facility – One Dot Six Guaranty Claims

(a) *Classification:* Class 3 consists of all Inc. Facility – One Dot Six Guaranty Claims against One Dot Six.

(b) *Allowance:* Inc. Facility – One Dot Six Guaranty Claims shall be Allowed and deemed to be Allowed Claims in the amount of \$208,645,789.92 as of the Petition Date, plus (i) interest, including all default interest thereon, payable from the Petition Date through and including the Effective Date, (ii) the Inc. Facility Prepayment Premium allocable to the Inc. Facility – One Dot Six Guaranty Claims, and (iii) fees and expenses payable to the Inc. Facility Agent from the Petition Date through and including the Effective Date, which Allowed Claims shall not be subject to any avoidance, setoff, allowance, recharacterization, subordination, counterclaims, cross-claims, defenses, disallowance, impairment, or any other challenges under applicable law by any Entity.

(c) *Treatment:* Each holder of an Allowed Class 3 Inc. Facility – One Dot Six Guaranty Claim will receive on account of its Class 3 Inc. Facility – One Dot Six Guaranty Claim its Pro Rata Share of Plan Consideration (if any) remaining after

(A) payment in full of Unclassified Claims pursuant to Article II and (B) payment in full of Priority Non-Tax Claims and Other Secured Claims pursuant to Article III.C.1 and Article III.C.2 of the One Dot Six Plan, respectively; *provided, however*, that in the event the Stalking Horse Bidder submits the Successful Bid, the amount of all Inc. Facility – One Dot Six Guaranty Claims shall be reduced on a dollar-for-dollar basis by the amount of Inc. Facility – One Dot Six Guaranty Claims that are credit bid in connection with the Successful Bid.

(d) *Voting*: Class 3 is impaired, and holders of Class 3 Claims are entitled to vote to accept or reject the One Dot Six Plan.

4. Class 4—Inc. Facility – One Dot Six Subordinated Guaranty Claims

(a) *Classification*: Class 4 consists of all Inc. Facility – One Dot Six Subordinated Guaranty Claims against One Dot Six.

(b) *Allowance*: Inc. Facility – One Dot Six Subordinated Guaranty Claims shall be Allowed and deemed to be Allowed Claims in the amount of \$113,557,696.10 as of the Petition Date, plus (i) interest, including all default interest thereon, payable from the Petition Date through and including the Effective Date and (ii) the Inc. Facility Prepayment Premium allocable to the Inc. Facility – One Dot Six Subordinated Guaranty Claims, which Allowed Claims shall not be subject to any avoidance, setoff, allowance, recharacterization, subordination, counterclaims, cross-claims, defenses, disallowance, impairment, or any other challenges under applicable law by any Entity.

(c) *Treatment*: Each holder of an Allowed Class 4 Inc. Facility – One Dot Six Subordinated Guaranty Claim will receive on account of its Class 4 Inc. Facility – One Dot Six Subordinated Guaranty Claim its Pro Rata Share of Plan Consideration (if any) remaining after (A) payment in full of Unclassified Claims pursuant to Article II, (B) payment in full of Priority Non-Tax Claims and Other Secured Claims pursuant to Article III.C.1 and Article III.C.2 of the One Dot Six Plan, respectively, and (C) payment in full of Inc. Facility – One Dot Six Guaranty Claims pursuant to Article III.C.3 of the One Dot Six Plan. In the event that there is not sufficient Plan Consideration to satisfy the Claims identified in (A), (B) and (C) of this paragraph (ii) in full, holders of Class 4 – Inc. Facility – One Dot Six Subordinated Guaranty Claims shall receive no recovery on account of such Claims.

(d) *Voting*: Class 4 is impaired, and holders of Class 4 Claims are entitled to vote to accept or reject the One Dot Six Plan.

5. Class 5—One Dot Six General Unsecured Claims

(a) *Classification*: Class 5 consists of all One Dot Six General Unsecured Claims held against One Dot Six.



(b) *Treatment:* Each holder of an Allowed Class 5 One Dot Six General Unsecured Claim will receive in full and final satisfaction, settlement, release and discharge, and in exchange for each Class 5 One Dot Six General Unsecured Claim its Pro Rata Share of Plan Consideration (if any) remaining after (A) payment in full of Unclassified Claims pursuant to Article II, (B) payment in full of Priority Non-Tax Claims and Other Secured Claims pursuant to Article III.C.1 and Article III.C.2 of the One Dot Six Plan, respectively, (C) payment in full of Inc. Facility – One Dot Six Guaranty Claims pursuant to Article III.C.3 of the One Dot Six Plan, and (D) payment in full of Inc. Facility – One Dot Six Subordinated Guaranty Claims pursuant to Article III.C.4 of the One Dot Six Plan. In the event that there is not sufficient Plan Consideration to satisfy the Claims identified in (A), (B), (C) and (D) of this paragraph (ii) in full, holders of Class 5 – One Dot Six General Unsecured Claims shall receive no recovery on account of such Claims.

(c) *Voting:* Class 5 is impaired, and holders of Class 5 Claims are entitled to vote to accept or reject the One Dot Six Plan.

6. Class 6—Equity Interests

(a) *Classification:* Class 6 consists of all Equity Interests.

(b) *Treatment:* Each holder of a Class 6 Equity Interest will receive in full and final satisfaction, settlement, release and discharge and in exchange for each Class 6 Equity Interest its Pro Rata Share of Plan Consideration (if any) remaining after (A) payment in full of Unclassified Claims pursuant to Article II, (B) payment in full of Priority Non-Tax Claims and Other Secured Claims pursuant to Article III.C.1 and Article III.C.2 of the One Dot Six Plan, respectively, (C) payment in full of Inc. Facility – One Dot Six Guaranty Claims pursuant to Article III.C.3 of the One Dot Six Plan, (D) payment in full of Inc. Facility – One Dot Six Subordinated Guaranty Claims pursuant to Article III.C.4 of the One Dot Six Plan and (E) payment in full of One Dot Six General Unsecured Claims pursuant to Article III.C.5 of the One Dot Six Plan. In the event that there is not sufficient Plan Consideration to satisfy the Claims identified in (A), (B), (C), (D) and (E) of this paragraph (ii) in full, holders of Class 6 – Equity Interests shall receive no recovery on account of such Equity Interests.

(c) *Voting:* Class 6 is impaired, and holders of Class 6 Equity Interests are entitled to vote to accept or reject the One Dot Six Plan.

## ARTICLE IV.

### ACCEPTANCE OR REJECTION OF THE ONE DOT SIX PLAN

#### A. *Presumed Acceptance of the One Dot Six Plan*

Classes 1 and 2 are unimpaired under the One Dot Six Plan, and are therefore conclusively presumed to have accepted the One Dot Six Plan pursuant to Bankruptcy Code section 1126(f).

#### B. *Voting Classes*

Classes 3, 4, 5 and 6 are impaired under the One Dot Six Plan, and holders of Claims in Classes 3, 4 and 5 and Equity Interests in Class 6 shall be entitled to vote to accept or reject the One Dot Six Plan.

#### C. *Acceptance by Impaired Classes of Claims*

Pursuant to Bankruptcy Code section 1126(c) and except as otherwise provided in Bankruptcy Code section 1126(e), an impaired Class of Claims entitled to vote to accept or reject the One Dot Six Plan has accepted the One Dot Six Plan if the holders of at least two-thirds in amount and more than one-half in number of the Allowed Claims in such Class actually voting have voted to accept the One Dot Six Plan. Pursuant to Bankruptcy Code section 1126(d) and except as otherwise provided in Bankruptcy Code section 1126(e), an impaired Class of Equity Interests entitled to vote to accept or reject the One Dot Six Plan has accepted the One Dot Six Plan if the holders of at least two-thirds in amount and more than one-half in number of such equity interests in such Class actually voting have voted to accept the One Dot Six Plan.

#### D. *Nonconsensual Confirmation*

If all applicable requirements for confirmation of the One Dot Six Plan are met as set forth in Bankruptcy Code section 1129(a), except subsection (8) thereof, the One Dot Six Plan shall be treated as a request that the Bankruptcy Court confirm the One Dot Six Plan in accordance with Bankruptcy Code section 1129(b), notwithstanding the failure to satisfy the requirements of section 1129(a)(8), on the basis that the One Dot Six Plan is fair and equitable and does not discriminate unfairly with respect to each Class of Claims or Equity Interests that is impaired under, and has not accepted, the One Dot Six Plan.

#### E. *Elimination of Vacant Classes*

Any Class of Claims that does not have a holder of an Allowed Claim or a Claim temporarily allowed by the Bankruptcy Court as of the date of the Confirmation Hearing shall be deemed eliminated from the One Dot Six Plan for purposes of voting to accept or reject the One Dot Six Plan and for purposes of determining acceptance or rejection of the One Dot Six Plan by such Class pursuant to Bankruptcy Code section 1129(a)(8).

*F. Voting Classes; Deemed Acceptance by Non-Voting Classes*

If a Class contains Claims or Equity Interests eligible to vote and no holders of Claims or Equity Interests eligible to vote in such Class vote to accept or reject the One Dot Six Plan, the One Dot Six Plan shall be deemed accepted by the holders of such Claims or Equity Interests in such Class.

**ARTICLE V.**

**MEANS FOR IMPLEMENTATION OF THE ONE DOT SIX PLAN**

*A. One Dot Six Plan Funding*

Plan Distributions shall be made from Plan Consideration (which excludes, for the avoidance of doubt, Cash in the Wind Down Reserve) as of the Effective Date. Such Plan Consideration shall be used to satisfy the obligations of One Dot Six with regards to payment of Allowed Claims against, and Allowed Equity Interests in, One Dot Six under the One Dot Six Plan, in accordance with the terms hereof. The issuance or delivery of any Plan Distributions that are securities shall be exempt from registration under applicable securities laws pursuant to Bankruptcy Code section 1145(a).

On the Effective Date, Cash from the One Dot Six Sale Proceeds in such amount as may be either (a) mutually agreed by the Purchaser and One Dot Six or (b) ordered by the Bankruptcy Court, shall be deposited in a segregated account to be held by One Dot Six (the “*Wind Down Reserve*”), which proceeds shall be used to provide funding for reasonable expenses incurred or accrued by One Dot Six on or after the Effective Date that are directly related to the Wind Down, including, without limitation, professional fees and expenses incurred by One Dot Six in connection therewith. For the avoidance of doubt, the Purchaser shall not be responsible for the payment of any expenses associated with the Wind Down in the event that the Wind Down Reserve is insufficient to pay such expenses.

*B. The One Dot Six Sale*

The Confirmation Order or the Sale Order, as applicable, shall approve a sale of the Acquired Assets under Bankruptcy Code sections 105(a), 1123(a)(5), 1123(b)(4), 1129(b)(2)(A), 1141, 1142(b), 1145 and 1146(a) pursuant to a sale process under the terms and conditions of the Purchase Agreement and the Bid Procedures Order free and clear of any Claims, Liens, interests, or encumbrances. The One Dot Six Sale Proceeds shall include a Cash component in an amount sufficient for the Disbursing Agent to make all Plan Distributions required to be in the form of Cash, and for One Dot Six to fund the Wind Down Reserve and Disputed Claims Reserves, and to pay all amounts due to be paid to the Stalking Horse Bidder pursuant to the terms of the Bid Procedures Order in the event the Stalking Horse Bidder is not the Purchaser, including the Break-Up Fee, if applicable, and Expense Reimbursement. Upon entry of the Confirmation Order or Sale Order, as applicable, One Dot Six shall be (a) authorized to, among other things, sell, assume, assign and/or transfer the Acquired Assets, subject to applicable law and the terms and conditions of the Purchase Agreement (including, without limitation, receipt of the Specified Regulatory Approvals to the extent applicable), and take any and all actions necessary to

consummate the One Dot Six Sale; and (b) authorized and directed to execute the Purchase Agreement (to the extent not executed as of the Confirmation Date). Actions necessary to consummate the One Dot Six Sale may include, among others, (a) the execution and delivery of appropriate instruments of transfer, assignment, assumption or delegation of any Asset, property, rights, liability, duty or obligation on terms consistent with the terms of the Purchase Agreement and the One Dot Six Plan and having such other terms to which One Dot Six and the Purchaser may agree and (b) all other actions that are necessary and appropriate in connection with such transactions, including making such filings or recordings that may be required by or appropriate under applicable state law. Nothing in the One Dot Six Plan, Confirmation Order or Sale Order, as applicable, authorizes the transfer or assignment of the Acquired Assets to the Purchaser without the Purchaser's compliance with applicable non-bankruptcy laws regarding the transfer, assignment, or ownership of such Assets.

*C. Distribution Account*

The Distribution Account shall be established to receive on the Effective Date the Plan Consideration, which shall vest in the Distribution Account on the Effective Date free and clear of any and all claims, encumbrances, or interests in accordance with Bankruptcy Code section 1141, but subject to the rights of holders of Claims and Equity Interests, as and to the extent applicable, to obtain the distributions provided for in the One Dot Six Plan. Upon the distribution of all Plan Consideration in the Distribution Account, the Distribution Account shall be extinguished. Upon the transfer of the Plan Consideration into the Distribution Account, One Dot Six and the Purchaser will have no interest in, or with respect to, the Plan Consideration in the Distribution Account, except as otherwise provided herein.

*D. Cancellation of Existing Securities and Agreements*

Except for the purpose of evidencing a right to distribution under the One Dot Six Plan, and except as otherwise set forth herein, on the Effective Date all agreements, instruments, and other documents evidencing any Claim against, or Equity Interest in, One Dot Six and any rights of any holder in respect thereof, shall be deemed cancelled, discharged and of no force or effect solely as such agreements, instruments and other documents relate to One Dot Six. Notwithstanding the foregoing, (i) the applicable provisions of the DIP Credit Agreement shall continue in effect as to One Dot Six solely for the purpose of permitting the DIP Agent and/or the Disbursing Agent to make distributions pursuant to the One Dot Six Plan on account of Allowed DIP Claims and to effectuate any charging Liens permitted under the DIP Credit Agreement, and to assert any rights the holders of Allowed DIP Claims may have with respect to any obligation owed on account of such Claims by a Person other than One Dot Six including the other Inc. Debtors, (ii) the applicable provisions of the Inc. Facility Credit Agreement shall continue in effect as to One Dot Six solely for the purposes of permitting the Inc. Facility Agent and/or the Disbursing Agent to make distributions pursuant to the One Dot Six Plan on account of Allowed Inc. Facility – One Dot Six Claims and to effectuate any charging Liens permitted under the Inc. Facility Credit Agreement, and (iii) the DIP Credit Agreement and the Inc. Facility Credit Agreement shall continue to exist with respect to any obligation owed on account of Claims arising thereunder by a Person other than One Dot Six including the other Inc. Debtors, including, without limitation, in respect of amounts owed to the DIP Agent, the DIP Lenders, the Inc. Facility Agent, the Inc. Facility Lenders or any beneficiary of rights to subrogation,

reimbursement or contribution in connection with the DIP Claims or the Inc. Facility – One Dot Six Claims. Except as otherwise set forth herein, the holders of or parties to such instruments, securities and other documentation will have no rights as against One Dot Six arising from or relating to such instruments, securities and other documentation, except the rights provided for pursuant to the One Dot Six Plan.

*E. Comprehensive Settlement of Claims and Controversies*

Pursuant to Bankruptcy Rule 9019 and in consideration for the distributions and other benefits provided under the One Dot Six Plan, the provisions of the One Dot Six Plan will constitute a good faith compromise and settlement of all claims or controversies relating to the rights (including any subordination rights) that a holder of a Claim against, or Equity Interest in, One Dot Six may have with respect to any Allowed Claim or Allowed Equity Interest or any distribution to be made pursuant to the One Dot Six Plan on account of any Allowed Claim or Allowed Equity Interest. The entry of the Confirmation Order will constitute the Bankruptcy Court's approval, as of the Effective Date, of the compromise or settlement of all such claims or controversies and the Bankruptcy Court's finding that all such compromises or settlements are: (a) in the best interests of One Dot Six and the One Dot Six Estate and property, and of holders of Claims or Equity Interests; and (b) fair, equitable and reasonable.

*F. Continued Corporate Existence; Directors and Officers; Dissolution of Reorganized One Dot Six*

One Dot Six shall continue to exist as One Dot Six after the Effective Date in accordance with the laws of the State of Delaware and pursuant to the certificate of incorporation and by-laws in effect prior to the Effective Date, except to the extent such certificate of incorporation and by-laws are amended under the One Dot Six Plan, for the limited purpose of distributing the Plan Consideration. From and after the Effective Date, the positions of the current directors and officers of One Dot Six shall be eliminated, and the Designated Representative shall serve as the sole officer and sole director of reorganized One Dot Six. As soon as practicable after the Plan Administrator makes the final distribution of Plan Consideration under the One Dot Six Plan, the Plan Administrator shall (a) effectuate the dissolution of One Dot Six in accordance with the laws of the State of Delaware and (b) and cause its Designated Representative to resign as the sole officer and sole director of reorganized One Dot Six.

*G. Corporate Governance*

From and after the Effective Date, One Dot Six shall be managed and administered by the Plan Administrator, who shall have full authority to administer the provisions of the One Dot Six Plan and the Purchase Agreement, subject to the terms of the Purchase Agreement. The Plan Administrator may, subject to the terms of the Purchase Agreement, take any actions contemplated by the One Dot Six Plan or the Purchase Agreement on behalf of One Dot Six to the extent permitted by the articles of incorporation, by-laws, or similar organizational documents of One Dot Six in place as of the Effective Date.

*H. Wind Down of One Dot Six and the One Dot Six Estate*

1. The Plan Administrator shall oversee the Wind Down, subject to the terms and conditions of the Purchase Agreement and the One Dot Six Plan, and shall make distributions of Plan Consideration to holders of Allowed Claims against, and Allowed Equity Interests in, One Dot Six consistent and in accordance with the One Dot Six Plan and the Confirmation Order. Neither the Plan Administrator nor One Dot Six shall be required to post a bond in favor of the United States.

2. Following the Effective Date, One Dot Six shall not engage in any business activities or take any actions, except those necessary to effectuate the One Dot Six Plan, the Wind Down and compliance with its obligations under the Purchase Agreement. On and after the Effective Date, the Plan Administrator may take such actions and settle and compromise Claims or Equity Interests without supervision or approval by the Bankruptcy Court and free of any restrictions of the Bankruptcy Code or the Bankruptcy Rules, other than any restrictions expressly imposed by the One Dot Six Plan, the Confirmation Order and/or the Purchase Agreement.

*I. Power and Authority of the Plan Administrator*

The Plan Administrator shall have the power and authority to perform the following acts on behalf of One Dot Six, in addition to any powers granted by law or conferred by any other provision of the One Dot Six Plan and orders of the Bankruptcy Court, but in each case subject to the terms and conditions of the Purchase Agreement and the One Dot Six Plan: (i) take all steps and execute all instruments and documents necessary to make or assist the Disbursing Agent in making distributions to holders of Allowed Claims and Allowed Equity Interests; (ii) object to Claims and Equity Interests as provided in the One Dot Six Plan and prosecute such objections; (iii) resolve, compromise and/or settle any objections to the amount, validity, priority, treatment, or allowance of Claims or Equity Interests; (iv) seek an estimation of contingent or unliquidated claims under Bankruptcy Code section 502(c); (v) comply with the One Dot Six Plan and the obligations hereunder; (vi) if necessary, employ, retain, or replace professionals to assist One Dot Six in compliance with its obligations under the Purchase Agreement and/or the Wind Down; (vii) establish, replenish or release reserves as provided in the One Dot Six Plan, as applicable; (viii) take all actions necessary or appropriate to enforce One Dot Six's rights under the Purchase Agreement and any related document and to fulfill, comply with or otherwise satisfy One Dot Six's covenants, agreements and obligations under the Purchase Agreement and any related document; (ix) make all determinations on behalf of One Dot Six under the Purchase Agreement; (x) prepare and file applicable tax returns for One Dot Six; (xi) liquidate any of the Retained Assets and distribute the proceeds as Plan Consideration in accordance with the terms of this One Dot Six Plan; (xii) deposit funds of the One Dot Six Estate, draw checks and make disbursements consistent with the terms of the One Dot Six Plan; (xiii) purchase or continue insurance protecting One Dot Six and property of the One Dot Six Estate; (xiv) seek entry of a final decree in the Chapter 11 Case of One Dot Six at the appropriate time; (xv) dissolve reorganized One Dot Six; (xvi) prosecute, resolve, compromise and/or settle any litigation, including any Avoidance Actions that are not Acquired Assets; (xvii) abandon in any commercially reasonable manner, including abandonment or donation to a charitable organization (as such term is described in Internal Revenue Code section 501(c)(3) (whose

contributions are deductible under Internal Revenue Code section 170)) of the Plan Administrator's choice, any One Dot Six Estate Assets that are of no material benefit; and (xviii) take such other action as the Plan Administrator may determine to be necessary or desirable to carry out the purpose of the One Dot Six Plan and/or consummation of the One Dot Six Sale in accordance with the Purchase Agreement.

*J. Assumed Liabilities*

In accordance with the terms of the Purchase Agreement, upon and after the Closing of the One Dot Six Sale pursuant to the Purchase Agreement, the Purchaser shall be responsible for payment and satisfaction of all Assumed Liabilities. Upon and after the Closing of the One Dot Six Sale pursuant to the Purchase Agreement, all Persons holding Claims against, and Equity Interests in, One Dot Six arising out of or concerning an Assumed Liability, shall be forever barred, estopped and permanently enjoined from asserting against One Dot Six and any of its property, such Claims or Equity Interests, as applicable. The Purchaser is not assuming, and shall not become liable for the payment or performance of, any liabilities or other obligations of One Dot Six of any nature whatsoever, whether accrued or unaccrued, other than the Assumed Liabilities.

*K. Release of Liens*

Except as otherwise provided herein or in any contract, instrument, release or other agreement or document created pursuant to the One Dot Six Plan, on the Effective Date and concurrently with the applicable distributions made pursuant to the One Dot Six Plan and, in the case of a Secured Claim, satisfaction in full of the portion of the Secured Claim that is Allowed as of the Effective Date, all mortgages, deeds of trust, Liens, pledges or other security interests against any property of the One Dot Six Estate shall be fully released and discharged solely as to One Dot Six, 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 reorganized One Dot Six or be transferred to the Purchaser, as applicable. For the avoidance of doubt, in the event that the One Dot Six Sale generates insufficient proceeds to provide a distribution to holders of Inc. Facility – One Dot Six Guaranty Claims and/or Inc. Facility – One Dot Six Subordinated Guaranty Claims, the Liens securing such Claims shall nevertheless be released and discharged solely as to One Dot Six on the Effective Date in accordance with the terms hereof.

*L. Cancellation of Certain Existing Security Interests*

Upon the full payment or other satisfaction of an Allowed Other Secured Claim, or promptly thereafter, the holder of such Allowed Other Secured Claim shall deliver to One Dot Six any Collateral or other property of One Dot Six held by such holder, and any termination statements, instruments of satisfactions, or releases of all security interests with respect to its Allowed Other Secured Claim that may be reasonably required in order to terminate any related financing statements, mortgages, mechanic's liens, or lis pendens; *provided, however*, any such Collateral that is an Acquired Asset received by One Dot Six from the holder of such Allowed Claim shall be delivered promptly to the Purchaser following the Closing.

*M. Corporate Action*

1. One Dot Six shall serve on the U.S. Trustee quarterly reports of the disbursements made until such time as a final decree is entered closing the Chapter 11 Case of One Dot Six or until the Chapter 11 Case of One Dot Six is converted or dismissed, or the Bankruptcy Court orders otherwise. The deadline for filing Administrative Claims set forth in Article II.B.1 of the One Dot Six Plan shall not apply to fees payable pursuant to section 1930 of title 28 of the United States Code.

2. Entry of the Confirmation Order shall establish conclusive corporate and other authority (and evidence of such corporate and other authority) required for One Dot Six and the Plan Administrator to undertake any and all acts and actions required to implement or contemplated by the One Dot Six Plan (including, without limitation, the execution and delivery of the Purchase Agreement), and such acts and actions shall be deemed to have occurred and shall be in effect pursuant to applicable non-bankruptcy law and the Bankruptcy Code, without the need for board or shareholder vote and without any requirement of further action by the stockholders, directors or managers of One Dot Six (if any).

3. On the Effective Date, the Existing Board is authorized and directed to execute and/or deliver, as the case may be, the agreements, documents and instruments contemplated by the One Dot Six Plan, the Plan Documents and the Purchase Agreement and any schedules, exhibits or other documents attached thereto or contemplated thereby in the name and on behalf of One Dot Six.

4. Upon entry of a final decree in the Chapter 11 Case of One Dot Six, if not previously dissolved, One Dot Six shall be deemed dissolved and wound up without any further action required.

*N. Third Party Cooperation*

Certain of the Assets, in particular the Spectrum Lease Agreement, will be assigned to Purchaser by One Dot Six pursuant to the assignment provisions of the Spectrum Lease Agreement. The Spectrum Lease Agreement requires the counter parties, Crown Castle MM Holding LLC and OP LLC, to cooperate to assist One Dot Six in obtaining FCC Consent effectuating the assignment of the Spectrum Lease Arrangement (including the Sublease) from One Dot Six to Purchaser, including, upon request, to prepare, sign, and file with the FCC the licensee portion of the application required to obtain the FCC Consent. Crown Castle MM Holding, LLC and OP LLC shall be required to cooperate in accordance with their foregoing obligations to secure and effectuate such assignment, and One Dot Six and Purchaser shall be authorized pursuant to the terms hereof to take whatever action is required to effectuate such cooperation from Crown Castle MM Holding, LLC and OP LLC including, but not limited to, obtaining appropriate relief from the Bankruptcy Court.



## ARTICLE VI.

### PLAN DISTRIBUTION PROVISIONS

#### A. *The Disbursing Agent*

All Plan Distributions under the One Dot Six Plan shall be made by the Disbursing Agent on and after the Effective Date as provided herein. The Disbursing Agent shall be empowered to: (a) take all steps and execute all instruments and documents necessary to make Plan Distributions to holders of Allowed Claims and Equity Interests; (b) comply with the One Dot Six Plan and the obligations thereunder; (c) make periodic reports regarding the status of distributions under the One Dot Six Plan to the holders of Allowed Claims that are outstanding at such time, with such reports to be made available upon request to the holder of any Disputed Claim; and (d) exercise such other powers as may be vested in the Disbursing Agent pursuant to the One Dot Six Plan, the Plan Documents, the Confirmation Order, or any other order of the Bankruptcy Court. Except as otherwise ordered by the Bankruptcy Court, and subject to the written agreement of the Plan Administrator if the Disbursing Agent is a Person other than One Dot Six or the Plan Administrator, the amount of any reasonable and documented fees and expenses incurred by the Disbursing Agent on or after the Effective Date (including, without limitation, taxes) and any reasonable compensation and expense reimbursement Claims (including, without limitation, reasonable attorney and other professional fees and expenses) made by the Disbursing Agent shall be paid in Cash from the Wind Down Reserve.

#### B. *Timing of Plan Distributions*

Unless otherwise provided herein, any distributions and deliveries to be made hereunder shall be made on the applicable Plan Distribution Date or as soon thereafter as is practicable, *provided* that the Plan Administrator or the Disbursing Agent, as applicable, may utilize periodic distribution dates to the extent appropriate and not otherwise inconsistent with the One Dot Six Plan. In the event that any payment or act under the One Dot Six Plan is required to be made or performed on a date that is not a Business Day, then the making of such payment or the performance of such act may be completed on the next succeeding Business Day, but shall be deemed to have been completed as of the required date.

#### C. *Distribution Record Date*

1. As of the close of business on the Distribution Record Date, the various lists of holders of Claims against, and Equity Interests in, One Dot Six in each of the Classes, as maintained by One Dot Six, or its agent, shall be deemed closed and there shall be no further changes in the record holders of any of the Claims and Equity Interests. None of One Dot Six, the Plan Administrator or the Disbursing Agent shall have any obligation to recognize any transfer of Claims or Equity Interests occurring after the close of business on the Distribution Record Date. Additionally, with respect to payment of any Cure Costs or any Cure Disputes in connection with the assumption and/or assignment of One Dot Six's executory contracts and leases, neither One Dot Six nor the Plan Administrator shall have any obligation to recognize or engage with any party other than the non-One Dot Six party to the underlying executory contract

or lease, even if such non-One Dot Six party has sold, assigned or otherwise transferred its Claim for a Cure Cost.

2. Plan Distributions, if any, to be made on account of Allowed DIP Claims shall be made by the Disbursing Agent to the DIP Agent, who shall distribute such Plan Distributions to holders of Allowed DIP Claims in accordance with the terms of the DIP Credit Agreement. The DIP Agent shall cooperate and assist the Disbursing Agent in connection with such distributions to the holders of Allowed DIP Claims. The Plan Administrator, through the Disbursing Agent, shall pay the DIP Agent's reasonable and documented fees and expenses incurred in providing any such cooperation or assistance from the Wind Down Reserve.

3. Plan Distributions, if any, to be made on account of Allowed Inc. Facility – One Dot Six Claims shall be made by the Disbursing Agent to the Inc. Facility Agent, who shall distribute such Plan Distributions to holders of Allowed Inc. Facility – One Dot Six Claims in accordance with the terms of the Inc. Facility Credit Agreement. The Inc. Facility Agent shall cooperate and assist the Disbursing Agent in connection with such distributions to the holders of Allowed Inc. Facility – One Dot Six Claims. The Plan Administrator, through the Disbursing Agent, shall pay the Inc. Facility Agent's reasonable and documented fees and expenses incurred in providing any such cooperation or assistance from the Wind Down Reserve.

4. Plan Distributions, if any, to be made on account of Allowed Claims and Equity Interests other than Allowed DIP Claims and Allowed Inc. Facility – One Dot Six Claims shall be made directly by the Disbursing Agent to the holders of such Claims and Equity Interests.

*D. Address for Delivery of Plan Distributions/Unclaimed Plan Distributions*

Subject to Bankruptcy Rule 9010, any Plan Distribution or delivery to a holder of an Allowed Claim against, or Equity Interest in, One Dot Six shall be made at the address of such holder as set forth in the latest-dated of the following actually held or received by the Disbursing Agent prior to the Effective Date: (a) the Schedules; (b) the Proof of Claim filed by such holder; (c) any notice of assignment filed with the Bankruptcy Court with respect to such Claim or Equity Interest pursuant to Bankruptcy Rule 3001(e); or (d) any notice served by such holder giving details of a change of address. If any Plan Distribution sent to the holder of a Claim or Equity Interest is returned to the Disbursing Agent as undeliverable, no Plan Distributions shall be made to such holder unless the Disbursing Agent is notified of such holder's then current address within one hundred and twenty (120) days after such Plan Distribution was returned. After such date, if such notice was not provided, such holder shall have forfeited its right to such Plan Distribution, and the undeliverable Plan Distribution shall revert to the Distribution Account. Upon such reversion, the Claim or Equity Interest of any holder or its successors with respect to such property shall be cancelled, discharged and forever barred, notwithstanding any applicable federal or state escheat, abandoned or unclaimed property laws to the contrary.

*E. Time Bar to Cash Payments*

Checks issued in respect of Allowed Claims against, or Equity Interests in, One Dot Six shall be null and void if not negotiated within ninety (90) days after the date of issuance thereof. Requests for reissuance of any voided check shall be made directly to the Disbursing Agent by

the holder of the Allowed Claim or Equity Interest to whom such check was originally issued. Any claim in respect of such a voided check shall be made within one hundred and twenty (120) days after the date of issuance of such check. If no request is made as provided in the preceding sentence, any claims in respect of such voided check shall be discharged and forever barred, and such unclaimed Plan Distribution shall revert to the Distribution Account.

*F. No Distribution in Excess of Amount of Allowed Claim or Equity Interest*

Notwithstanding anything to the contrary herein, no holder of an Allowed Claim against, or Equity Interest in, One Dot Six shall, on account of such Allowed Claim or Equity Interest, receive a Plan Distribution (of a value set forth herein) in excess of the Allowed amount of such Claim or Equity Interest.

*G. Setoffs and Recoupments*

Except with respect to any distributions on account of DIP Claims or Inc. Facility – One Dot Six Guaranty Claims, One Dot Six or the Plan Administrator, or the designee of either entity as instructed by One Dot Six or the Plan Administrator, as applicable, may withhold (but not setoff except as set forth below) from the distributions called for hereunder on account of any Allowed Claim or any Allowed Equity Interest an amount equal to any Claims, Equity Interests, rights and Causes of Action of any nature that One Dot Six may hold against the holder of any such Allowed Claim or Allowed Equity Interest. In the event that any such Claims, Equity Interests, rights and Causes of Action of any nature that One Dot Six may hold against the holder of any such Allowed Claim or Allowed Equity Interest are adjudicated by Final Order or otherwise resolved, One Dot Six may, pursuant to Bankruptcy Code section 553 or applicable non-bankruptcy law, setoff or recoup against any Allowed Claim or any Allowed Equity Interest and the distributions to be made pursuant hereto on account of such Allowed Claim or Allowed Equity Interest (before any distribution is made on account of such Allowed Claim or Equity Interest), the amount of any adjudicated or resolved claims, equity interests, rights and Causes of Action of any nature that One Dot Six may hold against the holder of any such Allowed Claim or Allowed Equity Interest, but only to the extent of such adjudicated or resolved amount. Neither the failure to effect such a setoff or recoupment nor the allowance of any Claim hereunder shall constitute a waiver or release by the One Dot Six of any such Claims, Equity Interests, rights and Causes of Action that One Dot Six may possess against any such holder, except as specifically provided herein.

*H. Fractional Cents and De Minimis Distributions*

Notwithstanding any other provision of the One Dot Six Plan to the contrary, (i) no payment of fractions of cents will be made and (ii) the Disbursing Agent shall not have any obligation to make a Plan Distribution that is less than or equal to \$25.00 in Cash. Whenever any payment of a fraction of a cent would otherwise be called for, the actual payment shall reflect a rounding down of such fraction to the nearest whole cent.

*I. Manner of Payment Under the One Dot Six Plan*

Unless the Person receiving a Plan Distribution agrees otherwise, any Plan Distribution to be made in Cash under the One Dot Six Plan shall be made, at the election of the Disbursing

Agent, by check drawn on a domestic bank or by wire transfer from a domestic bank. Cash payments to foreign creditors may be, in addition to the foregoing, made at the option of the Disbursing Agent in such funds and by such means as are necessary or customary in a particular foreign jurisdiction. The issuance or delivery of any Plan Distribution that is a security shall be exempt from registration under applicable securities laws pursuant to Bankruptcy Code section 1145(a).

*J. Requirement to Give a Bond or Surety*

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 and, 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 One Dot Six Estate. Furthermore, any such Person required to give a bond shall notify the Bankruptcy Court and the U.S. Trustee in writing before terminating any such bond that is obtained.

*K. Withholding and Reporting Requirements*

In connection with the One Dot Six Plan and all distributions hereunder, One Dot Six, the Plan Administrator or the Disbursing Agent, as applicable, shall comply with all withholding and reporting requirements imposed by any federal, state, local or foreign taxing authority, and all Plan Distributions hereunder shall be subject to any such withholding and reporting requirements. One Dot Six and the Plan Administrator or the Disbursing Agent, as applicable, shall be authorized to take any and all actions that may be necessary or appropriate to comply with such withholding and reporting requirements, including, without limitation, liquidating a portion of any Plan Distribution to generate sufficient funds to pay applicable withholding taxes or establishing any other mechanisms One Dot Six or the Plan Administrator or the Disbursing Agent, as applicable, believe are reasonable and appropriate, including requiring a holder of a Claim or Equity Interest to submit appropriate tax and withholding certifications. Notwithstanding any other provision of the One Dot Six Plan: (a) each holder of an Allowed Claim and/or an Allowed Equity Interest that is to receive a distribution under the One Dot Six Plan shall have sole and exclusive responsibility for the satisfaction and payment of any tax obligations imposed by any governmental unit, including income, withholding and other tax obligations on account of such distribution; and (b) no Plan Distributions shall be required to be made to or on behalf of such holder pursuant to the One Dot Six Plan if, after 120 days from the date of transmission of a written request to the holder of an Allowed Claim or Allowed Equity Interest, the Plan Administrator or the Disbursing Agent, as applicable, does not receive a valid, completed IRS form from such holder of an Allowed Claim or Allowed Equity Interest, which is otherwise required for reporting purposes, and such holder shall be treated as if their Claim or Equity Interest had been disallowed.

*L. Cooperation with Disbursing Agent*

One Dot Six, its Professional Persons and the Plan Administrator shall use all commercially reasonable efforts to provide the Disbursing Agent with the amount of Claims against, and Equity Interests in, One Dot Six and the identity and addresses of holders of Claims and Equity Interests, in each case, as set forth in One Dot Six's books and records. One Dot Six,

its Professional Persons and the Plan Administrator shall cooperate in good faith with the Disbursing Agent to comply with any of its reporting and withholding requirements.

## ARTICLE VII.

### PROCEDURES FOR RESOLVING DISPUTED CLAIMS

#### A. *Objections to Claims*

Other than with respect to One Dot Six Fee Claims (to which any party in interest may object), only the Plan Administrator shall be entitled to object to Claims after the Effective Date. Any objections to Claims (other than Administrative Claims), shall be served and filed on or before the later of: (a) one-hundred twenty (120) days after the Effective Date; and (b) such other date as may be fixed by the Bankruptcy Court, whether fixed before or after the date specified in clause (a) hereof. Any Claims filed after the applicable bar date shall be deemed disallowed and expunged in their entirety without further order of the Bankruptcy Court or any action being required on the part of the Plan Administrator unless the Person wishing to file such untimely Claim has received Bankruptcy Court authority to do so. Notwithstanding any authority to the contrary, an objection to a Claim shall be deemed properly served on the claimant if the objecting party effects service in any of the following manners: (i) in accordance with Federal Rule of Civil Procedure 4, as modified and made applicable by Bankruptcy Rule 7004; (ii) by first class mail, postage prepaid, on the signatory on the Proof of Claim as well as all other representatives identified in the Proof of Claim or any attachment thereto; or (iii) if counsel has agreed to or is otherwise deemed to accept service, by first class mail, postage prepaid, on any counsel that has appeared on the claimant's behalf in the Chapter 11 Cases (so long as such appearance has not been subsequently withdrawn).

#### B. *Amendment to Claims*

Except with respect to Administrative Claims, One Dot Six Fee Claims and Claims based on the rejection of executory contracts or unexpired leases in accordance with Article VIII.A hereof, from and after the Effective Date, no Claim may be filed to increase or assert additional Claims not reflected in an already filed Claim (or Claim scheduled, unless superseded by a filed Claim, on One Dot Six's Schedules) asserted by such claimant and any such Claim shall be deemed disallowed and expunged in its entirety without further order of the Bankruptcy Court or any action being required on the part of the Plan Administrator unless the claimant has obtained the Bankruptcy Court's prior approval to file such amended or increased Claim.

#### C. *Settlement of Claims and Causes of Action*

Notwithstanding any requirements that may be imposed pursuant to Bankruptcy Rule 9019, from and after the Effective Date, the Plan Administrator shall have authority to settle or compromise all Claims (to the extent not previously compromised, settled and released under the One Dot Six Plan) without further review or approval of the Bankruptcy Court.

*D. Estimation of Claims*

The Plan Administrator may at any time request that the Bankruptcy Court estimate any Disputed Claim pursuant to Bankruptcy Code section 502(c) regardless of whether any party in interest has previously objected to such Claim or whether the Bankruptcy Court has ruled on any such objection, and the Bankruptcy Court shall retain jurisdiction to estimate any Claim at any time during litigation concerning any objection to any Claim, including during the pendency of any appeal relating to any such objection. In the event that the Bankruptcy Court estimates any Disputed Claim, that estimated amount shall constitute the Allowed amount of such Claim for all purposes under the One Dot Six Plan except with respect to Plan Distributions, and with respect to Plan Distributions, the estimated amount shall constitute the maximum allowed amount of such Claim. All of the objection, estimation, settlement, and resolution procedures set forth in the One Dot Six Plan are cumulative and not necessarily exclusive of one another. Claims may be estimated and subsequently compromised, settled, withdrawn or resolved by any mechanism approved by the Bankruptcy Court.

*E. Disputed Claims Reserve*

1. No Plan Distributions Pending Allowance

Except as provided in this Article VII.E, Disputed Claims shall not be entitled to any Plan Distributions unless and until such Claims become Allowed Claims.

2. Disputed Unclassified Claims Reserve

On the Effective Date or as soon thereafter as is reasonably practicable, the Plan Administrator shall set aside and reserve, for the benefit of each holder of a Disputed Claim that is an Administrative Claim or Priority Tax Claim, Plan Consideration in the form of Cash in an amount equal to (i) the amount of such Claim as estimated by the Bankruptcy Court pursuant to an Estimation Order, (ii) if no Estimation Order has been entered with respect to such Claim, the amount in which such Disputed Claim is proposed to be Allowed in any pending objection filed with respect to such Claim, or (iii) if no Estimation Order has been entered with respect to such Claim, and no objection to such Claim is pending on the Effective Date, (A) the amount listed in the Schedules or (B) if the amount listed in the Schedules is less than the amount set forth in a timely filed Proof of Claim or application for payment filed with the Bankruptcy Court or Claims Agent, the amount set forth in such timely filed Proof of Claim or application for payment, as applicable. In addition, on the Effective Date or as soon thereafter as is reasonably practicable, the Plan Administrator shall set aside and reserve, for the benefit of each holder of an Administrative Claim (including that portion of any One Dot Six Fee Claim) incurred or accrued by One Dot Six prior to the Effective Date that is not paid on or prior to the Effective Date, Plan Consideration in the form of Cash in an amount equal to such Administrative Claim (based on the Plan Proponents' best estimate of the allowable amount of such Claim); *provided* that, to the extent that amounts deposited in the reserve established pursuant to this Article VII.E.2 are insufficient to pay any such Allowed Administrative Claim, the Plan Administrator may withdraw Cash from the Wind Down Reserve to pay such Allowed Administrative Claim.

3. Disputed Priority-Non Tax Claims and Disputed Other Secured Claims Reserve

On the Effective Date or as soon thereafter as is reasonably practicable, One Dot Six shall set aside and reserve, for the benefit of each holder of a Disputed Claim that is a Priority Non-Tax Claim or Other Secured Claim, Plan Consideration in the form of Cash in an amount equal to (i) the amount of such Claim as estimated by the Bankruptcy Court pursuant to an Estimation Order, (ii) if no Estimation Order has been entered with respect to such Claim, the amount in which such Disputed Claim is proposed to be Allowed in any pending objection filed with respect to such Claim, or (iii) if no Estimation Order has been entered with respect to such Claim, and no objection to such Claim is pending on the Effective Date, (A) the amount listed in the Schedules or (B) if the amount listed in the Schedules is less than the amount set forth in a timely filed Proof of Claim or application for payment filed with the Bankruptcy Court or Claims Agent, the amount set forth in such timely filed Proof of Claim or application for payment, as applicable.

4. Disputed One Dot Six General Unsecured Claims Reserve

On the Effective Date or as soon thereafter as is reasonably practicable, One Dot Six shall set aside and reserve, for the benefit of each holder of a Disputed Claim that is a One Dot Six General Unsecured Claim, Plan Consideration in the form of Cash equal to such Claim's Pro Rata share of all Plan Consideration allocable to holders of One Dot Six General Unsecured Claims pursuant to the terms of Article III.C.5. For purposes of determining such Claim's Pro Rata share of Plan Consideration allocable to holders of One Dot Six General Unsecured Claims, such Claim shall be estimated in an amount equal to (i) the amount of such Claim as estimated by the Bankruptcy Court pursuant to an Estimation Order, (ii) if no Estimation Order has been entered with respect to such Claim, the amount in which such Disputed Claim is proposed to be Allowed in any pending objection filed with respect to such Claim, or (iii) if no Estimation order has been entered with respect to such Claim, and no objection to such Claim is pending on the Effective Date, (A) the amount listed in the Schedules or (B) if the amount listed in the Schedules is less than the amount set forth in a timely filed Proof of Claim or application for payment filed with the Bankruptcy Court or Claims Agent, the amount set forth in such timely filed Proof of Claim or application for payment, as applicable.

5. Plan Distributions to Holders of Subsequently Allowed Claims

On each Plan Distribution Date (or such earlier date as determined by One Dot Six or the Disbursing Agent in their sole discretion but subject to this Article VII.E.5), the Disbursing Agent will make Plan Distributions from the applicable Disputed Claims Reserve on account of any Disputed Claim that has become an Allowed Claim since the occurrence of the previous Plan Distribution Date. The Disbursing Agent shall distribute from the applicable Disputed Claims Reserve in respect of such newly Allowed Claims the Plan Distributions to which holders of such Claims would have been entitled under the One Dot Six Plan if such newly Allowed Claims were fully or partially Allowed, as the case may be, on the Effective Date, less direct and actual expenses, fees, or other direct costs of maintaining Cash on account of such Disputed Claims.

6. Distribution from Disputed Claims Reserves Upon Disallowance

Except as otherwise provided in the One Dot Six Plan, to the extent any Disputed Claim has become a Disallowed Claim in full or in part (in accordance with the procedures set forth in the One Dot Six Plan), any Cash held in any Disputed Claim Reserve by One Dot Six on account of, or to pay, such Disputed Claim, shall revert to the Distribution Account and be distributed to holders of Allowed Claims or Allowed Equity Interests in accordance with Article V.A.

*F. No Recourse*

Notwithstanding that the Allowed amount of any particular Disputed Claim is (a) reconsidered under the applicable provisions of the Bankruptcy Code and Bankruptcy Rules or (b) Allowed in an amount for which after application of the payment priorities established by the One Dot Six Plan there is insufficient value to provide a recovery equal to that received by other holders of Allowed Claims in the respective Class, no Claim holder shall have recourse against the Plan Proponents, the Disbursing Agent, One Dot Six, the Plan Administrator, the Purchaser or any of their respective professionals, consultants, officers, directors, employees or members or their successors or assigns, or any of their respective property. However, nothing in the One Dot Six Plan shall modify any right of a holder of a Claim under Bankruptcy Code section 502(j), nor shall it modify or limit the ability of claimants (if any), to seek disgorgement to remedy any unequal distribution from parties other than those released under this Article VII.F. For the avoidance of doubt, and notwithstanding anything to the contrary herein, except as expressly provided in the Purchase Agreement, the Purchaser shall not be liable for the payment of any Administrative Claims (including One Dot Six Fee Claims) accrued or incurred prior to the Effective Date under any circumstances, including in the event that the reserve for such Claims established under Article VII.E.2 of the One Dot Six Plan is insufficient to pay such Administrative Claims in full as provided in Article II.B.3 of the One Dot Six Plan. **The estimation of Claims and the establishment of reserves under the One Dot Six Plan may limit the distribution to be made on individual Disputed Claims and other Claims contemplated to be paid from the reserves established under Article VII.E of the One Dot Six Plan, regardless of the amount finally Allowed on account of such Claims.**

**ARTICLE VIII.**

**TREATMENT OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES**

*A. General Treatment*

1. As of and subject to the occurrence of the Effective Date and payment (or provision of the adequate assurance of payment) of the applicable Cure Costs, to the fullest extent permitted under applicable law, all executory contracts and unexpired leases of One Dot Six shall be deemed to be rejected by One Dot Six as of the Effective Date, except for any executory contract or unexpired lease that: (i) previously has been assumed, assumed and assigned, or rejected pursuant to a Final Order of the Bankruptcy Court; (ii) is designated specifically or by category as a contract or lease to be assumed on the Schedule of Assumed Executory Contracts and Unexpired Leases; (iii) is a Designated Contract; or (iv) is the subject of a separate motion to assume and assign to a Person other than the Purchaser or to reject under



Bankruptcy Code section 365 pending on the Effective Date. Listing a contract or lease in the Schedule of Assumed Executory Contracts and Unexpired Leases shall not constitute an admission by One Dot Six that One Dot Six has any liability thereunder.

2. To the extent that an executory contract or unexpired lease is a Designated Contract, any such Designated Contract will be assumed by One Dot Six on the Effective Date and assigned by One Dot Six to the Purchaser at the Closing. Each executory contract or unexpired lease assumed pursuant to the One Dot Six Plan or by Bankruptcy Court order but not assigned to a third party before the Effective Date shall revert in and be fully enforceable by One Dot Six and the Plan Administrator in accordance with its terms, except as such terms may have been modified by such order.

3. Notwithstanding anything to the contrary in the One Dot Six Plan, but subject to the terms and conditions of the Purchase Agreement, One Dot Six and the Purchaser shall have the right to alter, amend, modify or supplement the Schedule of Assumed Executory Contracts and Unexpired Leases at any time before the Effective Date; *provided*, that to the extent that, as of the Closing Date, there is any pending dispute between One Dot Six and a counterparty to an executory contract or unexpired lease regarding the Cure Costs payable under such contract or lease, One Dot Six shall reserve the right to remove the applicable contract or lease to the Schedule of Assumed Executory Contracts and Unexpired Leases following the resolution of such dispute, in which event such contract or lease shall be deemed rejected.

4. Entry of the Confirmation Order shall, subject to the occurrence of the Effective Date, constitute the approval, pursuant to Bankruptcy Code sections 365(a) and 1123(b), of: (i) the assumptions and rejections of executory contracts and unexpired leases pursuant to Article VIII.A.1 of the One Dot Six Plan; and (ii) the assumption and assignment of the Designated Contracts pursuant to Article VIII.A.2 of the One Dot Six Plan.

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

1. All Claims arising from the rejection of executory contracts or unexpired leases, if any, will be treated as One Dot Six General Unsecured Claims. Upon receipt of their applicable Plan Distribution (if any) pursuant to Article III.C.5 of the One Dot Six Plan, all such Claims shall be discharged on the Effective Date, and shall not be enforceable against One Dot Six, the Plan Administrator, the Purchaser or their respective properties or interests in property (and shall not, for the avoidance of doubt, constitute Assumed Liabilities). For the avoidance of doubt, in the event that no Plan Distributions are made to holders of One Dot Six General Unsecured Claims pursuant to the terms of the One Dot Six Plan, all such Claims shall be deemed discharged on the Effective Date.

2. **Except as otherwise provided in the Confirmation Order or Sale Order, each Person who is a party to a contract or lease rejected under the One Dot Six Plan must file with the Bankruptcy Court and serve on the Plan Administrator, not later than thirty (30) days after the Effective Date, a Proof of Claim for damages alleged to arise from the rejection of the applicable contract or lease or be forever barred from filing a Claim, or sharing in distributions under the One Dot Six Plan, related to such alleged rejection damages.**

*C. Compensation and Benefit Programs*

All employment and severance policies, and all compensation and benefit plans, policies, and programs of One Dot Six applicable to its employees, retirees and nonemployee directors including, without limitation, all savings plans, retirement plans, healthcare plans, disability plans, severance benefit plans, incentive plans, and life, accidental death and dismemberment insurance plans are treated as executory contracts under the One Dot Six Plan and on the Effective Date will be rejected unless any of the foregoing is an Acquired Asset and the counterparty thereto receives a notice of assumption, in which case the same shall be assumed and assigned to the Purchaser pursuant to the Purchase Agreement and in accordance with Bankruptcy Code sections 365 and 1123.

*D. Post-Petition Contracts and Leases*

To the extent set forth on the Schedule of Assumed Executory Contracts and Unexpired Leases, all contracts, agreements and leases that were entered into or assumed by One Dot Six after the Petition Date (other than the Purchase Agreement) shall be deemed assumed by One Dot Six on the Effective Date, and, with respect to any such contracts, agreements or leases that are Designated Contracts, assigned to the Purchaser at Closing, without a need for any consent or approval of, or notice to, the counterparty to any such contract, agreement or lease.

**ARTICLE IX.**

**CONDITIONS PRECEDENT TO CONFIRMATION AND CONSUMMATION  
OF THE ONE DOT SIX PLAN**

*A. Conditions Precedent to Occurrence of Effective Date*

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

1. the One Dot Six Plan and all Plan Documents, including any amendments, modifications or supplements thereto, shall be acceptable to the Plan Proponents;
2. all conditions precedent to the obligations of the Purchaser as set forth in the Purchase Agreement shall have been satisfied or waived in accordance with the terms thereof;
3. all authorizations, consents, certifications, approvals, rulings, no-action letters, opinions or other documents or actions required by any law, regulation or order to be received or to occur in order to implement the One Dot Six Plan and the Purchase Agreement shall have been obtained or shall have occurred unless failure to do so will not have a Material Adverse Effect on One Dot Six or the Purchaser, including but not limited to, (i) issuance of the FCC Consent by Final FCC Order, (ii) FCC action by Final FCC Order extending or waiving the Substantial Service Deadline without conditions that would be expected to have a Material Adverse Effect or finding that One Dot Six and/or OP LLC have satisfied the Substantial Service Deadline, and (iii) FCC action by Final FCC Order renewing or extending for the full ten (10) year term the Spectrum Lease Arrangement and FCC License without conditions that would be expected to have a Material Adverse Effect;

4. the Closing Date (as defined in the Purchase Agreement) of the One Dot Six Sale shall have occurred, including the funding of all One Dot Six Sale Proceeds required under the Purchase Agreement;

5. the Confirmation Order and the Sale Order shall have been entered and become Final Orders in form and substance satisfactory to the Plan Proponents and the Purchaser. The Confirmation Order shall provide that, among other things, the Plan Administrator is appointed, and the Plan Administrator and One Dot Six are authorized and directed to take all actions necessary or appropriate to consummate the One Dot Six Plan, including entering into, implementing and consummating the contracts, instruments, releases, leases or other agreements or documents created in connection with or described in the One Dot Six Plan;

6. all documents and agreements necessary to implement the One Dot Six Plan shall have (a) satisfied or waived all conditions precedent to such documents and agreements pursuant to the terms of such documents or agreements, (b) been tendered for delivery and (c) been effected or executed;

7. all actions, documents, certificates and agreements necessary to implement the One Dot Six Plan shall have been effected or executed and delivered to the required parties and, to the extent required, filed with the applicable governmental units in accordance with applicable laws; and

8. all statutory fees and obligations then due and payable to the Office of the United States Trustee shall have been paid and satisfied in full.

*B. Waiver of Conditions*

The conditions precedent to confirmation of the One Dot Six Plan and occurrence of the Effective Date set forth in this Article IX.B may be waived by the Plan Proponents and the Purchaser, without notice, leave or order of the Bankruptcy Court or any formal action other than by proceeding to confirm or consummate the One Dot Six Plan; *provided, however*, that the conditions to the occurrence of the Effective Date and the Purchase Agreement may only be waived in accordance with the terms of the Purchase Agreement.

*C. Effect of Non-Occurrence of the Effective Date*

If all of the conditions precedent to the occurrence of the Effective Date have not been satisfied or duly waived (as provided in Article IX.B of the One Dot Six Plan) on or before the first Business Day that is more than sixty (60) days after the Confirmation Date, or by such later date as set forth by the Plan Proponents in a notice filed with the Bankruptcy Court prior to the expiration of such period, then the Plan Proponents may file a motion to vacate the Confirmation Order before all of the conditions have been satisfied or duly waived. It is further provided that notwithstanding the filing of such a motion, the Confirmation Order shall not be vacated if all of the conditions precedent to the Effective Date set forth in Article IX.A of the One Dot Six Plan are either satisfied or duly waived before the Bankruptcy Court enters an order granting the relief requested in such motion. If the Confirmation Order is vacated pursuant to this Article IX.C, the One Dot Six Plan shall be null and void in all respects, the Confirmation Order shall be of no further force or effect, no distributions under the One Dot Six Plan shall be made, One Dot Six

and all holders of Claims against, and Equity Interests in, One Dot Six shall be restored to the status quo ante as of the day immediately preceding the Confirmation Date as though the Confirmation Date had never occurred, and upon such occurrence, nothing contained in the One Dot Six Plan shall: (a) constitute a waiver or release of any Claims against, or Equity Interests in, One Dot Six; (b) prejudice in any manner the rights of the holder of any Claim against or Equity Interest in One Dot Six; or (c) constitute an admission, acknowledgment, offer or undertaking by One Dot Six or any other Person with respect to any matter set forth in the One Dot Six Plan.

## ARTICLE X.

### RELEASE, INJUNCTION AND RELATED PROVISIONS

#### A. *Releases*

##### 1. **Releases by One Dot Six**

For good and valuable consideration, the adequacy of which is hereby confirmed, and except as otherwise provided in the One Dot Six Plan or the Confirmation Order, as of the Effective Date, One Dot Six, in its individual capacity and as debtor in possession, shall be deemed to forever release, waive and discharge all claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action and liabilities (other than the rights of One Dot Six to enforce the One Dot Six Plan, the contracts, instruments, releases, indentures and other agreements or documents delivered thereunder and the Purchase Agreement) against the Released Parties, whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, then existing or thereafter arising, in law, equity or otherwise that are based in whole or in part on any act, omission, transaction, event or other occurrence taking place on or prior to the Effective Date in any way relating to One Dot Six, the parties released pursuant to this Article X.A.1, the Chapter 11 Case of One Dot Six, the One Dot Six Plan, the General Disclosure Statement or the One Dot Six Specific Disclosure Statement, and that could have been asserted by or on behalf of One Dot Six or the One Dot Six Estate, whether directly, indirectly, derivatively or in any representative or any other capacity.

##### 2. **Releases by Holders of Claims and Equity Interests**

Except as otherwise provided in the One Dot Six Plan or the Confirmation Order, on the Effective Date: (i) each of the Released Parties; (ii) each holder of a Claim against, or Equity Interest in, One Dot Six entitled to vote on the One Dot Six Plan that did not “opt-out” of the releases provided in this Article X.A.2 in a timely submitted Ballot; and (iii) to the fullest extent permissible under applicable law, as such law may be extended or interpreted subsequent to the Effective Date, all holders of Claims against and Equity Interests in One Dot Six, in consideration for the obligations of One Dot Six under the One Dot Six Plan and the other contracts, instruments, releases, agreements or documents executed and delivered in connection with the One Dot Six Plan, and each Person (other than One Dot Six) that has held, holds or may hold a Claim against, or Equity Interest in, One Dot Six, as applicable, will be deemed to have consented to the One Dot Six Plan for all purposes and the restructuring embodied herein and deemed to forever release, waive and

**discharge all claims, demands, debts, rights, Causes of Action or liabilities (other than the right to enforce the obligations of any party under the One Dot Six Plan and the contracts, instruments, releases, agreements and documents delivered under or in connection with the One Dot Six Plan, including, without limitation, the Purchase Agreement) against the Released Parties, whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, then existing or thereafter arising, in law, equity or otherwise that are based in whole or in part on any act or omission, transaction, event or other occurrence taking place on or prior to the Effective Date in any way relating to One Dot Six, the Chapter 11 Case of One Dot Six, the One Dot Six Sale, the transactions contemplated by the Purchase Agreement, the One Dot Six Plan, the General Disclosure Statement or the One Dot Six Specific Disclosure Statement.**

3. Notwithstanding anything to the contrary contained herein: (i) except to the extent permissible under applicable law, as such law may be extended or interpreted subsequent to the Effective Date, the releases provided for in Article X.A.2 shall not release One Dot Six from any liability arising under (x) the Internal Revenue Code of 1986, as amended, or any state, city or municipal tax code or (y) any criminal laws of the United States or any state, city or municipality; and (ii) the releases set forth in Article X.A.1 shall not release (x) One Dot Six's claims, right or Causes of Action for money borrowed from or owed to any of its subsidiaries by any of its directors, officers or former employees, as set forth in One Dot Six's or any such subsidiary's books and records, (y) any claims against any Person to the extent such Person asserts a crossclaim, counterclaim and/or claim for setoff which seeks affirmative relief against One Dot Six or any of its officers, directors or representatives and (z) claims against any Person arising from or relating to such Person's fraud, gross negligence or willful misconduct, each as determined by a Final Order of the Bankruptcy Court.

4. Notwithstanding anything to the contrary contained herein, nothing herein: (i) discharges, releases or precludes any (x) environmental liability that is not a Claim; (y) environmental claim of the United States that first arises on or after the Confirmation Date or (z) other environmental claim or environmental liability that is not otherwise dischargeable under the Bankruptcy Code; (ii) releases One Dot Six from any environmental liability that One Dot Six may have as an owner or operator of real property owned or operated by One Dot Six on or after the Confirmation Date; (iii) releases or precludes any environmental liability to the United States on the part of any Persons other than One Dot Six; or (iv) enjoins the United States from asserting or enforcing any liability described in this paragraph.

*B. Exculpation and Limitation of Liability*

**None of the Released Parties shall have or incur any liability to any holder of any Claim against, or Equity Interest in, One Dot Six, or any other party in interest, or any of their respective agents, employees, representatives, financial advisors, attorneys or agents acting in such capacity, or affiliates, or any of their successors or assigns, for any act or omission in connection with, or arising out of, the Chapter 11 Case of One Dot Six, the Purchase Agreement, the General Disclosure Statement or the One Dot Specific Disclosure Statement, the solicitation of votes for and the pursuit of confirmation of the One Dot Six Plan, the consummation of the Plan, or the implementation or administration of the One Dot Six Plan, the transactions contemplated by the One Dot Six Plan or the property to be**

**distributed under the One Dot Six Plan, including, without limitation, all documents ancillary thereto, all decisions, actions, inactions and alleged negligence or misconduct relating thereto and all prepetition activities leading to the promulgation and confirmation of the One Dot Six Plan, except for fraud, willful misconduct or gross negligence as determined by a Final Order of the Bankruptcy Court, and in all respects shall be entitled to rely upon the advice of counsel and all information provided by other exculpated Persons herein without any duty to investigate the veracity or accuracy of such information with respect to their duties and responsibilities under the One Dot Six Plan.**

*C. Injunction*

1. **Except as otherwise provided in the One Dot Six Plan or the Confirmation Order, as of the Confirmation Date, but subject to the occurrence of the Effective Date, all Persons who have held, hold or may hold Claims against One Dot Six or the One Dot Six Estate or Equity Interests in One Dot Six are, with respect to any such Claims or Equity Interests, permanently enjoined after the Confirmation Date from: (i) commencing, conducting or continuing in any manner, directly or indirectly, any suit, action or other proceeding of any kind (including, without limitation, any proceeding in a judicial, arbitral, administrative or other forum) against or affecting One Dot Six, the One Dot Six Estate or any of its property, or any direct or indirect transferee of any property of, or direct or indirect successor in interest to, any of the foregoing Persons or any property of any such transferee or successor; (ii) enforcing, levying, attaching (including, without limitation, any pre-judgment attachment), collecting or otherwise recovering by any manner or means, whether directly or indirectly, any judgment, award, decree or order against One Dot Six, or the One Dot Six Estate or any of its property, or any direct or indirect transferee of any property of, or direct or indirect successor in interest to, any of the foregoing Persons, or any property of any such transferee or successor; (iii) creating, perfecting or otherwise enforcing in any manner, directly or indirectly, any encumbrance of any kind against One Dot Six, or the One Dot Six Estate or any of its property, or any direct or indirect transferee of any property of, or successor in interest to, any of the foregoing Persons; (iv) acting or proceeding in any manner, in any place whatsoever, that does not conform to or comply with the provisions of the One Dot Six Plan to the full extent permitted by applicable law; and (v) commencing or continuing, in any manner or in any place, any action that does not comply with or is inconsistent with the provisions of the One Dot Six Plan; *provided, however*, that nothing contained herein shall preclude such Persons from exercising their rights, or obtaining benefits, pursuant to and consistent with the terms of the One Dot Six Plan; and *provided, further*, that nothing contained herein shall preclude the Purchaser from exercising any rights and remedies under the Purchase Agreement.**

2. **The Confirmation Order shall permanently enjoin the commencement or prosecution by any Person, whether directly, derivatively or otherwise, of any claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action or liabilities released pursuant to the One Dot Six Plan, including but not limited to the claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action or liabilities released in Article X.A.2 of the One Dot Six Plan. Such injunction shall extend to successors of One Dot Six and its properties and interests in property.**

## **ARTICLE XI.**

### **BINDING NATURE OF THE ONE DOT SIX PLAN**

THE ONE DOT SIX PLAN SHALL BIND ALL HOLDERS OF CLAIMS AGAINST, AND EQUITY INTERESTS IN, ONE DOT SIX, NOTWITHSTANDING WHETHER ANY SUCH HOLDERS DID NOT VOTE TO ACCEPT OR REJECT THE ONE DOT SIX PLAN, VOTED TO REJECT THE ONE DOT SIX PLAN OR WERE DEEMED TO REJECT THE ONE DOT SIX PLAN.

## **ARTICLE XII.**

### **RETENTION OF JURISDICTION**

Pursuant to Bankruptcy Code sections 105(c) and 1142 and notwithstanding entry of the Confirmation Order and the occurrence of the Effective Date, the Bankruptcy Court will retain exclusive jurisdiction over all matters arising out of, and related to, the Chapter 11 Case of One Dot Six and the One Dot Six Plan to the fullest extent permitted by law, including, among other things, jurisdiction to:

- (a) Determine any and all adversary proceedings, applications, motions, and contested or litigated matters that may be pending on the Effective Date or that, pursuant to the One Dot Six Plan, may be instituted by the Plan Administrator after the Effective Date;
- (b) Hear and determine any objections to the allowance of Claims, whether filed, asserted, or made before or after the Effective Date, including, without express or implied limitation, to hear and determine any objections to the classification of any Claim and to allow, disallow or estimate any Disputed Claim in whole or in part;
- (c) Ensure that distributions to holders of Allowed Claims and Allowed Equity Interests, as and to the extent applicable, are accomplished as provided herein;
- (d) Consider Claims or the allowance, classification, priority, compromise, estimation, or payment of any Claim, including any Administrative Claim;
- (e) Consider Equity Interests or the allowance, compromise or distributions on account of any Equity Interest;
- (f) Consider matters regarding the assignment of the Spectrum Lease Agreement in accordance with Article V.N hereof;
- (g) Enter, implement, or enforce such orders as may be appropriate in the event the Confirmation Order is for any reason stayed, reversed, revoked, modified, or vacated;

- (h) Issue such orders in aid of execution of the One Dot Six Plan to the extent authorized or contemplated by Bankruptcy Code section 1142;
- (i) Consider any modifications of the One Dot Six Plan, remedy any defect or omission, or reconcile any inconsistency in any order of the Bankruptcy Court, including, without limitation, the Confirmation Order;
- (j) Hear and determine all fee applications;
- (k) Resolve disputes concerning any reserves with respect to Disputed Claims or the administration thereof;
- (l) Hear and determine all controversies, suits and disputes that may relate to, impact upon, or arise in connection with the One Dot Six Sale or its interpretation, implementation, enforcement or consummation (subject to the terms thereof);
- (m) Recover all Assets of One Dot Six and property of the One Dot Six Estate, wherever located (other than any Acquired Assets, after the occurrence of the Closing of the One Dot Six Sale);
- (n) Hear and determine all controversies, suits and disputes that may relate to, impact upon or arise in connection with the One Dot Six Plan, the Plan Documents, the Purchase Agreement or their interpretation, implementation, enforcement or consummation;
- (o) Hear and determine all controversies, suits and disputes that may relate to, impact upon, or arise in connection with the Confirmation Order (and all exhibits to the One Dot Six Plan) or its interpretation, implementation, enforcement or consummation;
- (p) Consider and act on the compromise and settlement of any Claim by, on behalf of, or against One Dot Six or the One Dot Six Estate to the extent that Bankruptcy Court approval is required and to the extent not released pursuant to the One Dot Six Plan;
- (q) Hear and determine such other matters that may be set forth in the One Dot Six Plan, the Confirmation Order or the Sale Order, or that may arise in connection with the One Dot Six Plan, the Confirmation Order or the Sale Order;
- (r) Hear and determine matters concerning state, local and federal taxes, fines, penalties or additions to taxes for which One Dot Six may be liable, directly or indirectly;
- (s) Hear and determine all controversies, suits and disputes that may relate to, impact upon, or arise in connection with any setoff and/or recoupment rights of One Dot Six or any Person under the One Dot Six Plan;



- (t) Hear and determine all controversies, suits, and disputes that may relate to, impact upon, or arise in connection with Causes of Action of One Dot Six (including Avoidance Actions) commenced by One Dot Six, the Plan Administrator, or any third parties, as applicable, before or after the Effective Date, except to the extent such Causes of Action are compromised, settled and released under the One Dot Six Plan or constitute Acquired Assets under the Purchase Agreement;
- (u) Hear and determine all controversies, suits, or disputes that may arise in relation to the rights and obligations of the Plan Administrator or the Disbursing Agent;
- (v) Enter an order or final decree closing the Chapter 11 Case of One Dot Six;
- (w) Issue injunctions, enter and implement other orders or take such other actions as may be necessary or appropriate to restrain interference by any Person with the consummation, implementation or enforcement of the One Dot Six Plan or the Confirmation Order; and
- (x) Hear and determine any other matters related hereto and not inconsistent with chapter 11 of the Bankruptcy Code.

### **ARTICLE XIII.**

#### **MISCELLANEOUS PROVISIONS**

##### *A. Substantial Consummation*

On the Effective Date, the One Dot Six Plan shall be deemed to be substantially consummated under Bankruptcy Code sections 1101 and 1127(b).

##### *B. Satisfaction of Claims*

The rights afforded in the One Dot Six Plan and the treatment of all Claims against, and Equity Interests in, One Dot Six herein shall be in exchange for and in complete satisfaction, discharge and release of all Claims and Equity Interests of any nature whatsoever against One Dot Six and its Estate, Assets, properties and interests in property. Except as otherwise provided herein, on the Effective Date, all Claims and Equity Interests shall be satisfied and released in full. The Purchaser shall not be responsible for any pre-Effective Date obligations of One Dot Six, except those expressly assumed by the Purchaser (if any), or as otherwise provided in the One Dot Six Plan. Except as otherwise provided herein, all Persons shall be precluded and forever barred from asserting against the Purchaser, or its successors or assigns, Assets, properties, or interests in property, any event, occurrence, condition, or other or further Claims or Causes of Action based upon any act, omission, transaction, or other activity of any kind or nature that occurred or came into existence prior to the Effective Date in connection with One Dot Six, whether or not the facts of or legal bases therefore were known or existed prior to the Effective Date.

*C. Special Provisions Regarding Insured Claims*

The Plan Distributions to each holder of an Allowed Insured Claim against One Dot Six shall be made in accordance with the treatment provided under the One Dot Six Plan for the Class in which such Allowed Insured Claim is classified; except, that there shall be deducted from any Plan Distribution on account of an Insured Claim, for purposes of calculating the Allowed amount of such Claim, the amount of any insurance proceeds actually received by such holder in respect of such Allowed Insured Claim. Nothing in this Article XIII.C shall (i) constitute a waiver of any Claim, right, or Cause of Action that One Dot Six or the One Dot Six Estate may hold against any Person, including any insurer, or (ii) provide for the allowance of any Insured Claim. Pursuant to Bankruptcy Code section 524(e), nothing in the One Dot Six Plan shall release or discharge any insurer from any obligations to any Person under applicable law or any policy of insurance under which One Dot Six is an insured or a beneficiary.

*D. Third Party Agreements; Subordination*

Except as otherwise provided in the One Dot Six Plan, the Plan Distributions to the various Classes of Claims and Equity Interests hereunder shall not affect the right of any Person to levy, garnish, attach, or employ any other legal process with respect to such Plan Distributions by reason of any claimed subordination rights or otherwise. All such rights and any agreements relating thereto shall remain in full force and effect. The right of One Dot Six or the Plan Administrator to seek subordination of any Claim against, or Equity Interest in, One Dot Six pursuant to Bankruptcy Code section 510 is fully reserved, and the treatment afforded any Claim or Equity Interest that becomes a subordinated Claim or Equity Interest at any time shall be modified to reflect such subordination.

Subject to the provisions of the One Dot Six Plan, distributions and treatments provided to holders of Inc. Facility – One Dot Six Guaranty Claims and Inc. Facility – One Dot Six Subordinated Guaranty Claims shall take into account and/or conform to the relative priority and rights of such Claims under any applicable subordination and turnover provisions under applicable law in any applicable contracts, including, without limitation, the Inc. Facility Lender Subordination Agreement. For the avoidance of doubt, the Inc. Facility Lender Subordination Agreement shall be enforceable as a subordination agreement under Bankruptcy Code section 510(a).

*E. Status Reports*

Following entry of the Confirmation Order, the Plan Administrator shall file post-confirmation quarterly status reports with the Bankruptcy Court in accordance with Rule 3021-1 of the Local Bankruptcy Rules for the Southern District of New York and shall meet all Post-Confirmation Operating Report requirements of the U.S. Trustee's Operating Guidelines and Reporting Requirements (unless the Bankruptcy Court orders otherwise).

*F. Notices*

In order to be effective, all notices, requests, and demands to or upon One Dot Six, the Plan Administrator or the Plan Proponents shall be in writing (including by facsimile transmission) and, unless otherwise provided herein, shall be deemed to have been duly given or

made only when actually delivered or, in the case of notice by facsimile transmission, when received and telephonically confirmed, addressed as follows:

If to One Dot Six: One Dot Six  
Attention: Marc Montagner  
450 Park Avenue, Suite 2201  
New York, New York 10022  
Telephone: (877) 678-2920  
Email: Marc.Montagner@lightsquared.com

*with copy to:* Milbank, Tweed, Hadley & McCloy LLP  
Attention: Matthew S. Barr  
One Chase Manhattan Plaza  
New York, New York 10005-1413  
Telephone: (212) 530-5000  
Facsimile: (212) 822-5194  
E-mail: mbarr@milbank.com

If to the Plan Administrator: [TBD]

If to the Plan Proponents: Akin Gump Strauss Hauer & Feld LLP  
Attention: Michael S. Stamer and Philip C. Dublin  
One Bryant Park  
New York, New York 10036  
Telephone: (212) 872-1000  
Facsimile: (212) 872-1002  
Email: mstamer@akingump.com and  
pdublin@akingump.com

*G. Headings*

The headings used in the One Dot Six Plan are inserted for convenience only, and neither constitute a portion of the One Dot Six Plan nor in any manner affect the construction of the provisions of the Plan.

*H. Governing Law*

Except to the extent that the Bankruptcy Code or other federal law is applicable, or to the extent a Plan Document or exhibit or schedule to the One Dot Six Plan provides otherwise, the rights, duties, and obligations arising under the One Dot Six Plan and the Plan Documents shall be governed by, and construed and enforced in accordance with, the laws of the state of New York, without giving effect to the principles of conflict of laws thereof.

*I. Bankruptcy Code Section 1125(e)*

The Plan Proponents have and, upon confirmation of the One Dot Six Plan shall be deemed to have, solicited acceptances of the One Dot Six Plan in good faith and in compliance with the applicable provisions of the Bankruptcy Code, and therefore are not and will 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 One Dot Six Plan.

*J. Bankruptcy Code Section 1145*

To the extent any securities are issued pursuant to the One Dot Six Plan, except with respect to any person that is an underwriter as defined in Bankruptcy Code section 1145(b), no registration statement under section 5 of the United States Securities Act of 1933, as amended (or any state or local law requiring registration for offer or sale of a security) shall be required for the offer or sale of any such securities under the One Dot Six Plan.

*K. Inconsistency*

In the event of any inconsistency among the One Dot Six Plan, the Disclosure Statement, the Plan Documents, any exhibit to the One Dot Six Plan or any other instrument or document created or executed pursuant to the One Dot Six Plan, the provisions of the One Dot Six Plan shall govern; *provided*, that, notwithstanding the foregoing, in the event of any inconsistency among the Purchase Agreement and any other document (including the One Dot Six Plan), the Purchase Agreement shall govern.

*L. Avoidance and Recovery Actions*

Effective as of the Effective Date, One Dot Six retains the right to prosecute any avoidance or recovery actions under Bankruptcy Code sections 544, 547, 548, 549 and 550, except for any such actions that are Acquired Assets.

*M. Expedited Determination*

One Dot Six is hereby authorized to file a request for an expedited determination under Bankruptcy Code section 505(b) for all tax returns filed with respect to One Dot Six.

*N. Exemption from Transfer Taxes*

To the fullest extent permitted by applicable law, all sale transactions consummated by One Dot Six and approved by the Bankruptcy Court on and after the Confirmation Date through and including the Effective Date, including any transfers effectuated under the One Dot Six Plan, the sale by One Dot Six of any owned property pursuant to Bankruptcy Code section 1123(b)(4), and any assumption, assignment, and/or sale by One Dot Six of its interests in unexpired leases of non-residential real property or executory contracts pursuant to Bankruptcy Code section 365(a), shall constitute a “transfer under a plan” within the purview of Bankruptcy Code section 1146, and shall not be subject to any stamp, real estate transfer, mortgage recording, or other similar tax.

*O. Notice of Entry of Confirmation Order and Relevant Dates*

Promptly upon entry of the Confirmation Order, One Dot Six shall publish as directed by the Bankruptcy Court and serve on all known parties in interest and holders of Claims and Equity Interests, notice of the entry of the Confirmation Order and all relevant deadlines and dates under the One Dot Six Plan, including, but not limited to, the deadline for filing notice of Administrative Claims, and the deadline for filing rejection damage Claims.

*P. Termination of Professionals*

On the Effective Date, the engagement of each Professional Person retained by One Dot Six, if any, shall be terminated without further order of the Bankruptcy Court or act of the parties; provided, however, such Professional Persons shall be entitled to prosecute any One Dot Six Fee Claims and represent One Dot Six with respect to applications for payment of such One Dot Six Fee Claims and One Dot Six shall be responsible for the fees, costs and expenses associated with the prosecution of such One Dot Six Fee Claims. Nothing herein shall preclude the Plan Administrator from engaging a Professional Person on and after the Effective Date in the same capacity as such Professional Person was engaged prior to the Effective Date.

*Q. Interest and Attorneys Fees*

Interest accrued after the applicable Petition Date will accrue and be paid on Claims only to the extent specifically provided for in the One Dot Six Plan, the Plan Documents, the Confirmation Order, or as otherwise required by the Bankruptcy Court or by applicable law. No award or reimbursement of attorneys' fees or related expenses or disbursements shall be allowed on, or in connection with, any Claim, except as set forth in the One Dot Six Plan or as ordered by the Bankruptcy Court.

*R. Amendments*

1. One Dot Six Plan Modifications

The One Dot Six Plan may be amended, modified, or supplemented by the Plan Proponents, in the manner provided for by Bankruptcy Code section 1127 or as otherwise permitted by law, without additional disclosure pursuant to Bankruptcy Code section 1125, except as otherwise ordered by the Bankruptcy Court. In addition, after the Confirmation Date, so long as such action does not materially and adversely affect the treatment of holders of Allowed Claims against, and Allowed Equity Interests in, One Dot Six pursuant to the One Dot Six Plan, the Plan Proponents may remedy any defect or omission or reconcile any inconsistencies in the One Dot Six Plan, the Plan Documents and/or the Confirmation Order, with respect to such matters as may be necessary to carry out the purposes and effects of the One Dot Six Plan, and any holder of a Claim or Equity Interest that has accepted the One Dot Six Plan shall be deemed to have accepted the One Dot Six Plan as amended, modified, or supplemented.

2. Other Amendments

Prior to the Effective Date, the Plan Proponents may make appropriate technical adjustments and modifications to the One Dot Six Plan without further order or approval of the Bankruptcy Court; *provided, however*, that, such technical adjustments and modifications do not adversely affect in a material way the treatment of holders of Claims or Equity Interests under the One Dot Six Plan.

S. *Revocation or Withdrawal of the One Dot Six Plan*

The Plan Proponents reserve the right to revoke or withdraw the One Dot Six Plan prior to the Effective Date. If the Plan Proponents revoke or withdraw the One Dot Six Plan prior to the Effective Date, or if confirmation or consummation does not occur, then: (a) the One Dot Six Plan shall be null and void in all respects; (b) any settlement or compromise embodied in the One Dot Six Plan (including the fixing or limiting to an amount certain any Claim or Equity Interest or Class of Claims or Equity Interests), assumption, assumption or assignment, or rejection of executory contracts or leases affected by the One Dot Six Plan, and any document or agreement executed pursuant to the One Dot Six Plan shall be deemed null and void; and (c) nothing contained in the One Dot Six Plan shall (i) constitute a waiver or release of any Claims by or against, or any Equity Interests in, One Dot Six or any other Person, (ii) prejudice in any manner the rights of One Dot Six or any other Person or (iii) constitute an admission of any sort by One Dot Six or any other Person.

T. *No Successor Liability*

Except as otherwise expressly provided in the One Dot Six Plan or the Purchase Agreement, the Purchaser does not, pursuant to the One Dot Six Plan or otherwise, assume, agree to perform, pay or indemnify or otherwise have any responsibilities for any liabilities or obligations of One Dot Six or any other party relating to or arising out of the operations of or Assets of One Dot Six, whether arising prior to, on, or after the Effective Date. The Purchaser is not, and shall not be, a successor to One Dot Six by reason of any theory of law or equity, and it shall not have any successor or transferee liability of any kind or character, except that the Purchaser shall assume the Assumed Liabilities under the terms and subject to the conditions set forth in the Purchase Agreement.

U. *Allocation of Plan Distributions Between Principal and Interest*

To the extent that any Allowed Claim entitled to a distribution under the One Dot Six Plan consists of indebtedness and other amounts (such as accrued but unpaid interest thereon), such distribution shall be allocated first to the principal amount of the Claim (as determined for federal income tax purposes) and then, to the extent the consideration exceeds the principal amount of the Claim, to such other amounts.

V. *Compliance with Tax Requirements*

In connection with the One Dot Six Plan, the Disbursing Agent shall comply with all withholding and reporting requirements imposed by federal, state, local and foreign taxing authorities and all Plan Distributions hereunder shall be subject to such withholding and

reporting requirements. Notwithstanding the foregoing, each holder of an Allowed Claim that is to receive a Plan Distribution shall have the sole and exclusive responsibility for the satisfaction and payment of any tax obligations imposed by any government unit, including income, withholding and other tax obligations, on account of such Plan Distribution. The Disbursing Agent has the right, but not the obligation, to not make a Plan Distribution until such holder has made arrangements satisfactory to the Disbursing Agent for payment of any such tax obligations.

*W. Rates*

The One Dot Six Plan does not provide for the change of any rate that is within the jurisdiction of any governmental regulatory commission after the occurrence of the Effective Date. Where a Claim has been denominated in foreign currency on a Proof of Claim, the allowed amount of such Claim shall be calculated in legal tender of the United States based upon the conversion rate in place as of the Petition Date and in accordance with Bankruptcy Code section 502(b).

*X. Binding Effect*

Except as otherwise provided in Bankruptcy Code section 1141(d)(3) and subject to the occurrence of the Effective Date, on and after the Confirmation Date, the provisions of this One Dot Six Plan shall be binding upon One Dot Six and the holders of all Claims against, and Equity Interests in, One Dot Six, and shall inure to the benefit of and be binding on each such holder's respective successors and assigns, whether or not the Claim or Equity Interest of any holder is impaired under the One Dot Six Plan and whether or not such holder has accepted the One Dot Six Plan.

*Y. Successors and Assigns*

The rights, benefits and obligations of any Person named or referred to in the One Dot Six Plan shall be binding on, and shall inure to the benefit of, any heir, executor, administrator, successor or assign of such Person.

*Z. Time*

In computing any period of time prescribed or allowed by the One Dot Six Plan, unless otherwise set forth herein or determined by the Bankruptcy Court, the provisions of Bankruptcy Rule 9006 shall apply.

*AA. Severability*

If, prior to the entry of the Confirmation Order, any term or provision of the One Dot Six Plan is held by the Bankruptcy Court to be invalid, void, or unenforceable, the Bankruptcy Court, at the request of the Plan Proponents, 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 One Dot Six 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 One Dot Six Plan, as it may have been altered or interpreted in accordance with the foregoing, is valid and enforceable pursuant to its terms.

*BB. Reservation of Rights*

Except as expressly set forth herein, the One Dot Six Plan shall have no force or effect unless the Bankruptcy Court shall enter the Confirmation Order. None of the filing of the One Dot Six Plan, any statement or provision contained herein, or the taking of any action by the Plan Proponents or the Stalking Horse Bidder with respect to the One Dot Six Plan shall be or shall be deemed to be, an admission or waiver of any rights of the Plan Proponents or the Stalking Horse Bidder with respect to any Claims or Equity Interests prior to the Effective Date.

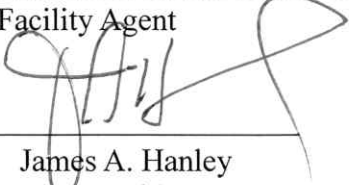
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Dated: August 30, 2013

Respectfully submitted,

**U.S. BANK NATIONAL ASSOCIATION**  
as Inc. Facility Agent

By:   
Name: James A. Hanley  
Title: Vice President

**MAST CAPITAL MANAGEMENT, LLC**  
on behalf of itself and its management funds and  
accounts

By: \_\_\_\_\_  
Name: Adam Kleinman  
Title: Authorized Signatory


Dated: August 30, 2013

Respectfully submitted,

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