

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

In re	)	
	)	Chapter 11 Case
	)	
TRICOM, S.A., <u>et al.</u> ,	)	Case Nos. 08-_____ (___)
	)	
Debtors.	)	Jointly Administered under Case
	)	No. 08-_____ (___)

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**PREPACKAGED JOINT CHAPTER 11 PLAN OF REORGANIZATION  
FOR TRICOM, S.A.  
AND ITS AFFILIATED DEBTORS**

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Tricom, S.A., TCN Dominicana, S.A., and Tricom USA, Inc., debtors and debtors in possession in the above-captioned jointly administered chapter 11 cases, hereby collectively and jointly propose the following joint prepackaged chapter 11 plan of reorganization:

## **ARTICLE I.**

### **DEFINITIONS AND INTERPRETATION**

#### **1.1. Definitions.**

Capitalized terms used herein shall have the respective meanings set forth below:

1.1.1 “11 3/8% Senior Notes” means those certain 11 3/8% senior debentures due September 1, 2004, issued by Tricom in the aggregate principal amount of \$200,000,000 pursuant to the 11 3/8% Senior Notes Indenture.

1.1.2 “11 3/8% Senior Notes Documents” means any and all documents entered into or issued in connection with the 11 3/8% Senior Notes Indenture, including, without limitation, the 11 3/8% Senior Notes.

1.1.3 “11 3/8% Senior Notes Indenture” means that certain Indenture, dated August 21, 1997, between Tricom, as issuer, and The Bank of New York, as trustee, as amended or supplemented from time to time.

1.1.4 “Accordion Transactions” shall have the meaning set forth in Section 7.9 hereof.

1.1.5 “Accordion Transaction First Shareholders’ Meeting” shall have the meaning set forth in Section 7.9 hereof.

1.1.6 “Accordion Transaction Second Shareholders’ Meeting” shall have the meaning set forth in Section 7.9 hereof.

1.1.7 “Ad Hoc Committee” means the ad hoc committee consisting of certain holders of Unsecured Financial Claims.

1.1.8 “Administrative Claim” means a Claim incurred by a Debtor (or its Estate) on or after the Petition Date and before the Effective Date for a cost or expense of administration in the Chapter 11 Cases entitled to priority under sections 503(b) and 507(a)(1) of the Bankruptcy Code, including, Fee Claims.

1.1.9 “Affiliate” means, with respect to any Person, all Persons that would fall within the definition assigned to such term in section 101(2) of the Bankruptcy Code, if such Person was a debtor in a case under the Bankruptcy Code.

1.1.10 “Affiliated Creditors” means, collectively, Balking Trading, Eastern, Editorial, Ellis, Minstar and Porter.

1.1.11 “Affiliated Creditors Unsecured Financial Claims” means the Unsecured Financial Claims held by the Affiliated Creditors.

1.1.12 “Allowed,” means when used

(i) with respect to any Claim, except for a Claim that is an Administrative Claim, such Claim to the extent it is not a Contested Claim as of the Effective Date;

(ii) with respect to an Administrative Claim, an Administrative Claim that has become fixed in amount pursuant to the procedures set forth in Section 5.2; and

(iii) with respect to Equity Interests, the Equity Interests in any Debtor as reflected in the stock transfer register of such Debtor as of the Effective Date.

1.1.13 “Assets” means, with respect to any Debtor, all of such Debtors’ right, title and interest of any nature in property of any kind, wherever located, as specified in section 541 of the Bankruptcy Code.

1.1.14 “Avoidance Actions” means all Causes of Action of the Estates that arise under the Bankruptcy Code, including, but not limited to, all preference, fraudulent transfer, and other Causes of Action arising under chapter 5 of the Bankruptcy Code.

1.1.15 “Balking Trading” means Balking Trading, Inc., a Panamanian corporation and one of the Affiliated Creditors.

1.1.16 “Ballot” means any ballot prepared by the Debtors and distributed to holders of Credit Suisse Existing Secured Claims and Unsecured Financial Claims against the Debtors for voting to accept or reject this Plan.

1.1.17 “Banco del Progreso” means Banco Dominicano del Progreso, S.A., a Dominican corporation (*sociedad anónima*).

1.1.18 “Banco del Progreso Existing Collateral” means the real property of Tricom securing the Banco del Progreso Existing Secured Claims, as more particularly described in the Banco del Progreso Secured Loan Documents.

1.1.19 “Banco del Progreso Existing Secured Claims” means the principal in the aggregate amount of \$5,000,000 under the Banco del Progreso Existing Secured Loan Documents.

1.1.20 “Banco del Progreso Existing Secured Debt” means the debt memorialized by the Banco del Progreso Existing Secured Loan Documents.

1.1.21 “Banco del Progreso Existing Secured Loan Documents” means the *Contrato de Préstamo con Garantía Hipotecaria* (Loan Agreement and Mortgage), dated March 22, 2002, between Banco del Progreso and Tricom, and an undated promissory

note issued in connection with this facility which bore interest at 11% and matured on September 17, 2007.

1.1.22 “Bankruptcy Code” means the Bankruptcy Reform Act of 1978, as codified at title 11 of the United States Code and as amended from time to time as applicable to the Chapter 11 Cases.

1.1.23 “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 Cases.

1.1.24 “Bankruptcy Rules” means the Federal Rules of Bankruptcy Procedure, as prescribed by the United States Supreme Court pursuant to section 2075 of title 28 of the United States Code and as applicable to the Chapter 11 Cases.

1.1.25 “Business Day” means any day on which commercial banks are open for business in New York, New York.

1.1.26 “Cancelled Shares” means the First Set of Cancelled Shares and any additional shares of Tricom Stock cancelled or exchanged in connection with the Restructuring Dilution Transactions.

1.1.27 “Capital Increase” shall have the meaning set forth in Section 7.9 hereof.

1.1.28 “Capital Increase Stock” shall have the meaning set forth in Section 7.9 hereof.

1.1.29 “Cash” means legal tender of the United States of America.

1.1.30 “Causes of Action” means all claims, rights, actions, causes of action, 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 and whether asserted or unasserted.

1.1.31 “Chapter 11 Cases” means the cases under chapter 11 of the Bankruptcy Code pending before the Bankruptcy Court with respect to the Debtors.

1.1.32 “Claim” means (i) any right to payment from a Debtor, whether or not such right is known or unknown, reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, or unsecured; (ii) any right to an equitable remedy for breach of performance if such breach gives rise to a right of payment from a Debtor, whether or not such right to an equitable remedy is known or unknown, reduced to judgment, fixed, contingent, matured, unmatured, disputed, undisputed, secured or unsecured; or (iii) any right under section 502(h) of the Bankruptcy Code.

1.1.33 “Claims Agent” means the entity designated by order of the Bankruptcy Court to process proofs of claim.

1.1.34 “COD Income” means income arising from the cancellation of debt.

1.1.35 “Confirmation Date” means the date on which the Clerk of the Bankruptcy Court enters the Confirmation Order on the docket of the Bankruptcy Court.

1.1.36 “Confirmation Hearing” means the hearing held by the Bankruptcy Court, as it may be continued from time to time, on confirmation of this Plan.

1.1.37 “Confirmation Order” means the order of the Bankruptcy Court confirming this Plan.

1.1.38 “Consenting Releasing Party” means a holder of a Claim against, or any Equity Interest in, any of the Debtors that has not expressly indicated its intent to “opt out” of the releases provided in Section 7.24 of this Plan by a timely written election pursuant to such holder’s Ballot.

1.1.39 “Contested Claim” means a Claim (a) if the Debtors are required by order of the Bankruptcy Court to file Schedules (i) that is listed in the Schedules as disputed, contingent, or unliquidated, in whole or in part, and as to which no proof of claim has been filed; (ii) that is listed in the Schedules as undisputed, liquidated, and not contingent and as to which a proof of claim has been filed with the Bankruptcy Court, to the extent (A) the proof of claim amount exceeds the amount indicated in the Schedules, or (B) the proof of claim priority differs from the priority set forth in the Schedules, in each case as to which an objection was filed on or before the Objection Deadline, unless and to the extent allowed in amount and/or priority by a Final Order of the Bankruptcy Court; (iii) that is not listed in the Schedules or was listed in the Schedules as disputed, contingent or unliquidated, in whole or in part, but as to which a proof of claim has been filed with the Bankruptcy Court, in each case as to which an objection was filed on or before the Objection Deadline, unless and to the extent allowed in amount and/or priority by a Final Order of the Bankruptcy Court; or (b) as to which an objection or request for estimation has been filed on or before the Objection Deadline; provided, that a Claim that is fixed in amount and classification pursuant to this Plan or by Final Order on or before the Effective Date shall not be a Contested Claim.

1.1.40 “Contingent Liabilities” means all contingent, disputed, or unliquidated Claims against any of the Debtors.

1.1.41 “Credit Suisse” means Credit Suisse International, a corporation organized under the laws of England and Wales, as assignee of the Credit Suisse Existing Secured Claims, individually and in its capacity as an agent for any holders of or participants in such claims.

1.1.42 “Credit Suisse Credit Agreement” means the credit agreement to be entered into by Tricom and Credit Suisse pursuant to Sections 4.1(c) and 7.6 hereof in

order to amend and restate the Credit Suisse Existing Secured Loan Documents in accordance with this Plan, in substantially the form included as Exhibit A hereto.

1.1.43 “Credit Suisse Existing Collateral” means the real and personal property of Tricom securing the Credit Suisse Existing Secured Claims, as more particularly described in the Credit Suisse Existing Secured Loan Documents.

1.1.44 “Credit Suisse Existing Secured Claims” means the principal in the aggregate amount of \$25,529,781.88 and accrued and unpaid interest under the Credit Suisse Existing Secured Loan Documents.

1.1.45 “Credit Suisse Existing Secured Loan Documents” means (i) the *Reconocimiento y Reestructuración de Deuda e inclusion de Garantía Hipotecaria* (Debt Acknowledgement and Restructuring Agreement and Mortgage), dated April 30, 2002, between Banco BHD, S.A. and Tricom as issuer, and the promissory notes issued thereunder (ii) the *Contrato de Préstamo con Garantía Hipotecaria* (Loan Agreement and Mortgage), dated June 15, 2002, between Financial Card Corporation and Tricom, and the promissory notes issued thereunder, (iii) a promissory note issued on August 4, 2003, to Banco Popular de Puerto Rico Sucursal Internacional in the amount of \$3,000,000, and (iv) the *Contrato de Préstamo con Garantía Hipotecaria y Prendaria* (Loan Agreement, Mortgage, and Pledge), dated August 8, 2003, between Citibank N.A. and Tricom, and the promissory note issued thereunder.

1.1.46 “Credit Suisse Guarantee” means the Guarantee Agreement to be entered into by Tricom USA and TCN for the benefit of Credit Suisse, in accordance with Sections 4.1 and 7.6 hereof, in substantially the form included as Exhibit B to the Credit Suisse Credit Agreement.

1.1.47 “Credit Suisse Mortgage” means either (i) the amendment and restatement of the existing *Garantías Hipotecarias* described in the Plan Supplement or (ii) one or more new *Contratos de Hipoteca* or *Garantías Hipotecarias* to be entered into by Tricom and Credit Suisse in accordance with Sections 4.1(c) and 7.6 hereof, in substantially the form included in the Plan Supplement, pursuant to which Tricom will grant Credit Suisse a first priority lien on the real property comprising the Credit Suisse Existing Collateral or will reaffirm, with the proper modifications to reflect the distributions to be made to Credit Suisse pursuant to this Plan, the existing first priority lien on the Credit Suisse Existing Collateral in order to secure all of Tricom’s obligations under the Credit Suisse New Secured Debt Documents.

1.1.48 “Credit Suisse New Secured Debt” means the debt memorialized by the Credit Suisse New Secured Debt Documents.

1.1.49 “Credit Suisse New Secured Debt Documents” means the Credit Suisse Credit Agreement, the Credit Suisse Mortgage, the Credit Suisse Pledge, the Credit Suisse Guarantee and any other document entered into or issued in connection therewith.

1.1.50 “Credit Suisse Pledge” means one or more *Contratos de Prenda sin Desapoderamiento* or Pledge Agreements to be entered into by Tricom and Credit Suisse

in accordance with Sections 4.1(c) and 7.6 hereof, in substantially the form included in the Plan Supplement, pursuant to which Tricom will grant Credit Suisse a first priority lien on the personal property comprising the Credit Suisse Existing Collateral to secure all of Tricom's obligations under the Credit Suisse New Secured Debt Documents.

1.1.51 "Debtor in Possession" means any Debtor, in its capacity as a debtor in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.

1.1.52 "Debtors" means, collectively, Tricom, TCN and Tricom USA.

1.1.53 "Disallowed," means, when used with respect to a Claim, a Claim, or such portion of a Claim, that has been disallowed by a Final Order.

1.1.54 "Disclosure Statement" means all materials distributed to the holders of Claims and Equity Interests in connection with the solicitation prior to the Petition Date of their votes with respect to this Plan.

1.1.55 "Distribution Date" means, with respect to any Claim, (i) the Effective Date, if such Claim is then an Allowed Claim, or (ii) a date that is as soon as reasonably practicable after the date such Claim becomes Allowed, if not Allowed on the Effective Date.

1.1.56 "Distribution Record Date" means the date occurring ten (10) Business Days prior to the Effective Date.

1.1.57 "Dominican Holding Company Unsecured Financial Claims Portion" means the amount of Holding Company Unsecured Financial Claims Portion less the amount of Tricom USA Holding Company Unsecured Financial Claims Portion.

1.1.58 "Dominican Restructuring Objectives" shall have the meaning set forth in Section 7.9 hereof.

1.1.59 "Eastern" means Eastern Power Corporation, a Panamanian corporation and one of the Affiliated Creditors.

1.1.60 "Editorial" means Editorial AA, S.A., a Dominican Republic corporation and one of the Affiliated Creditors.

1.1.61 "Effective Date" means a date selected by the Debtors, the Ad Hoc Committee and the Affiliated Creditors which shall be a Business Day that is (a) no earlier than ten (10) days following the date upon which the Confirmation Order becomes a Final Order and (b) after the occurrence of each of the events listed on Section 10.2 hereof, unless waived pursuant to Section 10.3 hereof.

1.1.62 "Ellis" means Ellis Portfolio, S.A., a British Virgin Islands corporation and one of the Affiliated Creditors.

1.1.63 “Equity Interest” means any outstanding ownership interest in any of the Debtors, including without limitation, interests evidenced by common or preferred stock, membership interests and options or other rights to purchase any ownership interest in any of the Debtors.

1.1.64 “Estate” means the estate of any Debtor created by section 541 of the Bankruptcy Code upon the commencement of the Chapter 11 Cases.

1.1.65 “Exchange Act” means the United States Securities Exchange Act of 1934, as amended from time to time as applicable to these Chapter 11 Cases, and the rules and regulations promulgated thereunder and any successor statutes, rules and regulations.

1.1.66 “Existing Equity Interest” means any outstanding ownership interest in any of the Debtors, including without limitation, interests evidenced by common or preferred stock, membership interests and options or other rights to purchase any ownership interest in any of the Debtors, in existence on the Petition Date.

1.1.67 “Existing Secured Debt” means, collectively, the Banco del Progreso Existing Secured Claims, the Credit Suisse Existing Secured Claims and the GE Existing Secured Claims.

1.1.68 “Existing Secured Debt Collateral” means, collectively, the Banco del Progreso Existing Collateral, the Credit Suisse Existing Collateral, and the GE Existing Collateral.

1.1.69 “Existing Tricom Equity Interests” means all Tricom Equity Interests in existence on the Petition Date.

1.1.70 “Fee Application” means an application for allowance and payment of a Fee Claim (including Claims for “substantial contribution” pursuant to section 503(b) of the Bankruptcy Code).

1.1.71 “Fee Claim” means an Administrative Claim of a Professional Person.

1.1.72 “Final Order” means (i) 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 (ii) in the event that an appeal, writ of certiorari, reargument, or rehearing thereof has been 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 Rule 60 of the Federal Rules of Civil Procedure or Bankruptcy Rule 9024 may be filed with respect to such order.

1.1.73 “First Accordion Transaction” shall have the meaning set forth in Section 7.9 hereof.

1.1.74 “First Set of Cancelled Shares” shall have the meaning set forth in Section 7.9 hereof.

1.1.75 “First Set of Newly Unissued Shares” shall have the meaning set forth in Section 7.9 hereof.

1.1.76 “GE” means, together, GE Credit Corporation of Tennessee, a Delaware corporation, and GE Capital Corporation of Puerto Rico, Inc., a Delaware corporation.

1.1.77 “GE Existing Collateral” means the personal property of Tricom securing the GE Existing Secured Claims, as more particularly described in the GE Existing Secured Loan Documents.

1.1.78 “GE Existing Secured Claims” means the principal as of February 29, 2008, in the aggregate amount of \$4,642,760 and accrued and unpaid interest as of February 29, 2008 under the GE Existing Secured Loan Documents.

1.1.79 “GE Existing Secured Loan Documents” means the loans and related documents described in the Plan Supplement.

1.1.80 “General Unsecured Claim” means any Claim against a Debtor other than an Administrative Claim, Tax Claim, Priority Claim, Banco del Progreso Existing Secured Claim, Credit Suisse Existing Secured Claim, GE Existing Secured Claim, Non-Lender Secured Claim, Unsecured Financial Claim, Statutorily Subordinated Claim, or Intercompany Claim.

1.1.81 “GFN” means GFN Corporation, Ltd., a Grand Cayman corporation.

1.1.82 “GFN Parties” means GFN and the following parties: (a) GFN, S.A., a Dominican corporation; (b) Grupo Segna S.A. (formerly, Grupo Financiero Nacional, S.A.), a Dominican Republic corporation; (c) Omnimedia S.A. (formerly Editorial, S.A.), a Dominican Republic corporation; (d) GFN Capital Corp., a Grand Cayman corporation; (e) GFN International Investment Ltd., a Grand Cayman corporation; (f) Caribbean Energy Company, a Grand Cayman corporation; (g) Alington Finance Ltd., a Panamanian corporation; (h) Oleander Holdings Inc., a Panamanian corporation; (i) Creditcard International, a Panamanian corporation; (j) Astro Desarrollo, S.A., a Costa Rican corporation; (k) Mr. Pellerano; and (l) Rosangela Pellerano Peña.

1.1.83 “Holding Company” means a newly formed entity to be incorporated in Bermuda or an alternative jurisdiction, which alternative jurisdiction shall be satisfactory

to the Ad Hoc Committee, in its sole and absolute discretion, on or before the Effective Date, and which will hold all or substantially all of the Tricom Equity Interests.<sup>1</sup>

1.1.84 “Holding Company Board of Directors” means Holding Company’s board of directors, which will consist of nine members to be appointed in accordance with the Holding Company Constituent Documents and the Shareholders’ Agreement.

1.1.85 “Holding Company Class A Stock” means the Class A common stock to be issued by Holding Company as contemplated under this Plan.

1.1.86 “Holding Company Class B Stock” means the Class B common stock to be issued by Holding Company as contemplated under this Plan.

1.1.87 “Holding Company Constituent Documents” means (i) Holding Company’s Memorandum of Association and Bye-Laws to be adopted by the holders of Holding Company Stock if Holding Company is incorporated in Bermuda, or (ii) such other constituent documents as required by the jurisdiction in which Holding Company is formed, and in either case, substantially in the form included in the Plan Supplement.

1.1.88 “Holding Company Stock” means 10 million authorized shares of Holding Company Stock, consisting of Holding Company Class A Stock and Holding Company Class B Stock, which shall be authorized and issued in accordance with this Plan and the Holding Company Constituent Documents.

1.1.89 “Holding Company Unsecured Financial Claims Portion” means a portion of the Allowed Unsecured Financial Claims equal to the aggregate amount of all Allowed Unsecured Financial Claims less the aggregate amount of New Secured Notes Unsecured Financial Claims Portion.

1.1.90 “Indotel” means the *Instituto Dominicano de las Telecomunicaciones*, the Dominican telecommunications regulatory entity.

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<sup>1</sup> For purposes of this Plan and specifically, for purposes of describing, *inter alia*, the requisite Holding Company Constituent Documents, Holding Company Stock, the Shareholders’ Agreement, the Registration Rights Agreement, the Shareholder Rights Plan and all other documents related to formation and operation of Holding Company and the rights and obligations of holders of Holding Company Stock as contemplated by the Plan Support and Lock-Up Agreement, this Plan assumes that Holding Company will be formed as a Bermuda corporation. However, the Plan permits the formation of Holding Company in an alternative jurisdiction satisfactory to the Ad Hoc Committee. The most likely alternative jurisdiction for the formation of Holding Company is Delaware. If Delaware is chosen, Holding Company would most likely be formed as a Delaware Limited Liability Company (“LLC”). Accordingly, all references to “Holding Company” in this Plan allow for the formation of Holding Company as a Delaware LLC. The Debtors believe that formation of Holding Company as a Delaware LLC will not have any material impacts on creditors, but would require modification of certain Plan Documents. For example, if Holding Company is formed as a Delaware LLC, Holding Company Constituent Documents would likely consist of an Operating Agreement and a Certificate of Formation, or similar documents. Likewise, Holding Company Stock would instead become Holding Company membership interests. The Debtors believe that any documents required to be prepared in connection with formation of Holding Company as a Delaware LLC will generally encompass the same rights and obligations contemplated by the Holding Company Constituent Documents, the Shareholders Agreement, the Registration Rights Agreement, the Shareholder Rights Plan and any other Plan Documents, as discussed herein.

1.1.91 “Indotel Approval” means one or more resolutions issued by Indotel authorizing the transfer of control, directly or indirectly, of Tricom and TCN to Holding Company.

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

1.1.93 “Intercreditor Agreement” means one or more intercreditor agreements to be entered into on or prior to the Effective Date by and among the New Secured Notes Indenture Trustee (in its capacity as Collateral Agent under the New Secured Notes Indenture), Credit Suisse and Tricom, substantially in the form included as Exhibit C to the New Secured Notes Indenture, which agreement(s) shall govern the rights and obligations of the parties thereto with respect to their corresponding liens in the Credit Suisse Existing Collateral.

1.1.94 “Internal Revenue Code” means the Internal Revenue Code of 1986, as amended, and any applicable rulings, regulations (including temporary and proposed regulations) promulgated thereunder, judicial decisions, and notices, announcements, and other releases of the United States Treasury Department or the IRS.

1.1.95 “IRS” means the United States Internal Revenue Service.

1.1.96 “Maximum Allowed Capital Reduction Amount” means 90% of Tricom’s authorized capital.

1.1.97 “Minstar” means Minstar Ventures, Ltd., a British Virgin Islands corporation and one of the Affiliated Creditors.

1.1.98 “Mr. Pellerano” means Manuel Arturo Pellerano Peña.

1.1.99 “Motorola” means Motorola, Inc., a Delaware corporation.

1.1.100 “Motorola Affiliates” means, collectively, Motorola and all of its Affiliates that hold Tricom Class B Stock.

1.1.101 “New Constituent Documents” means the applicable bylaws, certificates of incorporation, *estatutos* or similar documents for each of the Debtors, as amended and restated as of the Effective Date, among other things, to (i) prohibit the issuance of non-voting equity securities by such Debtor as required by section 1123(a)(6) of the Bankruptcy Code, and (ii) otherwise give effect to the provisions of this Plan. The forms of New Constituent Documents for Tricom, Tricom USA and TCN are included in the Plan Supplement.

1.1.102 “New Secured Notes” means the step up rate senior secured notes due seven years from the date of issuance, to be issued by Tricom pursuant to the New Secured Notes Indenture on or before the Effective Date in accordance with Section 4.1(f) of this Plan, substantially in the form annexed as Exhibit A to the New Secured Notes Indenture, which shall, among other things, (i) rank *pari passu* with

Tricom's obligations under the Credit Suisse New Secured Debt, the GE Existing Secured Debt, the Banco del Progreso Existing Secured Debt (if any) and any Permitted Refinancings and senior to any other indebtedness of Tricom, (ii) be guaranteed by Holding Company and, except as otherwise provided in the New Secured Notes Indenture, each of its subsidiaries and all direct and indirect subsidiaries of Holding Company presently existing or formed or acquired after the issuance of the New Secured Notes, including, without limitation Tricom USA, TCN and Tricom Centroamerica, in accordance with the New Secured Notes Guarantees, and (iii) be secured by the New Secured Notes Collateral.

1.1.103 "New Secured Notes Collateral" means, except as otherwise provided in the New Secured Notes Documents and subject to the qualifications and limitations set forth therein, (i) first priority liens in all of the Unencumbered Assets, (ii) a second priority lien in the Credit Suisse Existing Collateral, (iii) to the extent possible under the documents memorializing the GE Existing Secured Debt and the Banco del Progreso Existing Secured Debt and to the extent consented to by the respective lenders thereunder, a second priority lien in the GE Existing Collateral and/or the Banco del Progreso Existing Collateral, (iv) pledges of all stock of all subsidiaries owned, directly or indirectly, by Holding Company (v) a first priority lien in all additional assets created, arising or acquired by Holding Company, or any of its direct or indirect subsidiaries, on or after the issue date of the New Secured Notes, and (vi) in the event that any second priority liens referred to in item (iii) above are not created, a first priority lien in the GE Existing Collateral and/or the Banco del Progreso Existing Collateral, as applicable, (and in the case of the Banco del Progreso Existing Collateral, subject to subordination to any first priority lien granted in connection with any Permitted Refinancings under the New Secured Notes Indenture to be created and perfected after the GE Existing Secured Debt and/or the Banco del Progreso Existing Secured Debt, as applicable, are paid off or otherwise satisfied.

1.1.104 "New Secured Notes Documents" means, collectively, all documents entered into or issued in connection with the New Secured Notes Indenture, including, without limitation, the New Secured Notes and the New Secured Notes Security Documents.

1.1.105 "New Secured Notes Guarantees" means the guaranty of Tricom's obligations under the New Secured Notes and the New Secured Notes Indenture to be issued by Holding Company and each of its subsidiaries and, except as may otherwise be provided in the New Secured Notes Indenture, all direct and indirect subsidiaries, of Holding Company presently existing or formed or acquired after the issuance of the New Secured Notes, including, without limitation Tricom USA, TCN and Tricom Centroamerica, S.A., which guarantees will be included in, and form a part of, the New Secured Notes Indenture.

1.1.106 "New Secured Notes Indenture" means that certain indenture to be entered into between Tricom, as issuer, and the New Senior Secured Indenture Trustee, as trustee, substantially in the form attached hereto as Exhibit B, pursuant to which Tricom will issue the New Secured Notes provided, however, that the financial maintenance

covenants contained in Sections 4.20 and 4.21 of the New Secured Notes Indenture are subject to adjustment, at levels to be agreed upon by the Debtors, the Ad Hoc Committee, and the Affiliated Creditors, to reflect actual performance of the business of Tricom and its subsidiaries during the period preceding the Effective Date.

1.1.107 “New Secured Notes Indenture Trustee” means the Person or Persons appointed to act as the indenture trustees under the New Secured Notes Indenture.

1.1.108 “New Secured Notes Mortgages” means one or more *Contratos de Hipotecas* to be entered into by Tricom and the New Secured Notes Indenture Trustee, substantially in the form included in the Plan Supplement, pursuant to which, except as otherwise provided in the New Secured Notes Indenture, Tricom will grant the New Secured Notes Indenture Trustee, for the benefit of the holders of the New Secured Notes, a (i) first priority lien on the real estate comprising the Unencumbered Assets and (ii) second priority lien on the real estate comprising the Secured Loan Collateral (to the extent such real estate constitutes New Secured Notes Collateral) to secure payment of all of Tricom’s obligations under the New Secured Notes Documents.

1.1.109 “New Secured Notes Pledges” means one or more *Contratos de Prenda sin Desapoderamiento* or Pledge Agreements, as necessary and applicable, to be entered into by Holding Company, Holding Company’s direct and indirect subsidiaries that are parties to the New Secured Notes Guarantee, Tricom and the New Secured Notes Indenture Trustee (as Collateral Agent), substantially in the form included in the Plan Supplement, pursuant to which Holding Company and Holding Company’s direct and indirect subsidiaries that are parties to the New Secured Notes Guarantee, and Tricom will grant the New Secured Notes Indenture Trustee (as Collateral Agent), for the benefit of the holders of the New Secured Notes, except as otherwise provided in the New Secured Notes Indenture and subject in all respects to the qualifications and limitations set forth therein, (i) a first priority lien on the personal property comprising the Unencumbered Assets, (ii) a second priority lien on the personal property comprising the Secured Loan Collateral (to the extent such personal property constitutes New Secured Notes Collateral), and (iii) a first priority lien in all additional assets created, arising or acquired by Holding Company, or any of its direct or indirect subsidiaries, on or after the issue date of the New Secured Notes to secure payment of all of Tricom’s obligations under the New Secured Notes Documents.

1.1.110 “New Secured Notes Security Documents” means the New Secured Notes Mortgages, the New Secure Notes Pledges, the New Secured Notes Stock Pledge Agreements, the New Secured Notes Guarantees and any other security, conditional assignment or similar agreement or documents granting the New Secured Notes Indenture Trustee (as Collateral Agent), for the benefit of the holders of the New Secured Notes, a lien on and security interest in and to the New Secured Notes Collateral, and any documents perfecting such interests, to the extent required by the New Secured Notes Indenture and permitted under applicable law.

1.1.111 “New Secured Notes Stock Pledge Agreements” means, one or more pledge agreements or *Contratos de Prenda*, as necessary and applicable, to be entered

into by (i) Holding Company and the New Secured Notes Indenture Trustee (in its capacity as Collateral Agent) as to the Holding Company's Tricom Equity Interests, (ii) Tricom and the New Secured Notes Indenture Trustee (as Collateral Agent), as to Tricom's stock in Tricom USA, Tricom Centroamerica, and, except as otherwise provided in the New Secured Notes Indenture, GFN Comunicaciones, S.A., Call Tel Corporation, Tricom Latinoamerica, S.A., and all other direct subsidiaries of Tricom formed after the issue date of the New Secured Notes, and (iii) Tricom Centroamerica and the New Secured Notes Indenture Trustee (as Collateral Agent), as to Tricom Centroamerica's stock in TCN, and except as otherwise provided in the New Secured Notes Indenture, all other direct subsidiaries of Tricom Centroamerica formed after the issue date of the New Secured Notes, in substantially the form included in the Plan Supplement, pursuant to which Holding Company, Tricom and Tricom Centroamerica, as applicable, will secure payment of all of Tricom's obligations under the New Secured Notes Documents.

1.1.112 "New Secured Notes Unsecured Financial Claims Portion" means a portion of the Allowed Unsecured Financial Claims equal to the principal amount of the New Secured Notes.

1.1.113 "Nominal Par Value Reduction" shall have the meaning set forth in Section 7.9 hereof.

1.1.114 "Non-Affiliated Creditors Unsecured Financial Claims" means all Unsecured Financial Claims other than the Affiliated Creditors Unsecured Financial Claims.

1.1.115 "Non-Lender Secured Claims" means all Secured Claims, if any, other than the Banco del Progreso Existing Secured Claims, the Credit Suisse Existing Secured Claims and the GE Existing Secured Claims.

1.1.116 "Notice of Confirmation" means the notice of entry of the Confirmation Order to be mailed by the Claims Agent to holders of Claims and Equity Interests.

1.1.117 "Objection Deadline" means the deadline for filing objections to Claims as set forth in Section 9.1.

1.1.118 "Options" means those certain options to purchase 200,000 shares of Holding Company Class B Stock, as set forth in the Transition Services Agreement.

1.1.119 "Options Agreement" means the agreement to be entered into between the Transition Services Company and Holding Company substantially in the form included in the Plan Supplement.

1.1.120 "Payment Opposition" means an ex parte notice issued in the Dominican Republic, or such other jurisdiction that recognizes such or similar notices, which puts the recipient on notice that the issuer of the payment opposition is allegedly owed debts (either directly or indirectly) by a creditor of the recipient of such notice, and

barring such recipient from making any further payments to such creditor pending resolution of the payment opposition.

1.1.121 “Payment Opposition Claim” means any Allowed Claim subject to a Payment Opposition, or other similar notice, process or proceeding which has the effect of precluding the Debtors from making distributions on account of such Allowed Claim.

1.1.122 “Permitted Refinancings” shall have the meaning set forth in the New Secured Notes Indenture.

1.1.123 “Person” means an individual, corporation, partnership, limited liability company, joint venture, trust, estate, unincorporated association, unincorporated organization, governmental entity, or political subdivision thereof, or any other entity.

1.1.124 “Petition Date” means the date on which the Chapter 11 Cases were commenced.

1.1.125 “Plan” means this chapter 11 plan, either in its present form or as it may be amended, supplemented, or otherwise modified from time to time, and any exhibits and schedules hereto, as the same may be in effect at the time such reference becomes operative.

1.1.126 “Plan Distribution” means any payment or distribution as set forth in this Plan.

1.1.127 “Plan Documents” means all documents that aid in effectuating this Plan and all underlying transactions contemplated by this Plan, including but not limited to, all Transaction Documents.

1.1.128 “Plan Supplement” means the supplement to this Plan containing certain Plan Documents relevant to the implementation of this Plan.

1.1.129 “Plan Support and Lock-Up Agreement” means that certain Plan Support and Lock-Up Agreement, dated as of January 10, 2007, as amended by the Amendment to Plan Support and Lock-Up Agreement dated as of August 31, 2007, and as further amended by the Second Amendment to Plan Support and Lock-Up Agreement dated as of December 21, 2007 (as the same may be further amended or modified from time to time in accordance with the terms thereof), by and among (i) the Debtors, (ii) the Affiliated Creditors, (iii) certain holders (or investment managers or advisors having authority to act on behalf of the beneficial owners) of Claims arising out of the Existing Secured Debt, and (iv) certain holders (or investment managers or advisors having authority to act on behalf of the beneficial owners) of Unsecured Financial Claims.

1.1.130 “Porter” means Porter Capital, Ltd., a British Virgin Islands corporation and one of the Affiliated Creditors.

1.1.131 “Priority Claim” means any Claim to the extent such Claim is entitled to priority in right of payment under section 507(a) of the Bankruptcy Code, other than Administrative Claims and Tax Claims.

1.1.132 “Pro Rata Share” means the proportion that the amount an Allowed Claim bears to the aggregate amount of all Claims in a particular class as a whole (without regard to any sub-class therein), including Contested Claims, but not including Disallowed Claims, (i) as calculated by Holding Company or the applicable Debtor on or before any Distribution Date; or (ii) as determined by the Bankruptcy Court in an order estimating a claim pursuant to section 502(c) of the Bankruptcy Code, if such an order is sought and obtained.

1.1.133 “Professional Person” means a Person retained or to be compensated for services rendered or costs incurred on or after the Petition Date and on or prior to the Effective Date pursuant to sections 327, 328, 329, 330, 503(b), or 1103 of the Bankruptcy Code in the Chapter 11 Cases.

1.1.134 “Registration Rights” means the rights of certain holders of Holding Company Stock and New Secured Notes described in subsections 7.12(a) through 7.12(e), and as more fully described in the Registration Rights Agreement.

1.1.135 “Registration Rights Agreement” means the agreement to be entered into among certain holders of Holding Company Stock, New Secured Notes and the Holding Company to provide for Registration Rights to such holders, substantially in the form included in the Plan Supplement.

1.1.136 “Reorganized Debtors” means the Debtors on and after the Effective Date.

1.1.137 “Restructuring Dilution” shall have the meaning set forth in Section 7.9 hereof.

1.1.138 “Restructuring Dilution Process” shall have the meaning set forth in Section 7.9 hereof.

1.1.139 “Restructuring Dilution Transactions” shall have the meaning set forth in Section 7.9 hereof.

1.1.140 “Restructuring Resolutions” means the series of resolutions of TCN and Tricom’s shareholders necessary or required to implement the Restructuring Dilution Transactions and achieve the Other Dominican Corporate Objectives contemplated by this Plan, including, without limitation, resolutions required by section 1142 of the Bankruptcy Code, the Confirmation Order and this Plan.

1.1.141 “Schedules” means the schedules of assets and liabilities and the statements of financial affairs, if any, filed by the Debtors with the Bankruptcy Court, as required by section 521 of the Bankruptcy Code and in conformity with the Official Bankruptcy Forms of the Bankruptcy Rules, as such schedules and statements may be

amended or supplemented by the Debtors in Possession from time to time in accordance with Bankruptcy Rule 1009.

1.1.142 “SEC” means the United States Securities and Exchange Commission.

1.1.143 “Secured Claim” means (i) a Claim secured by a lien on any Assets, which lien is valid, perfected, and enforceable under applicable law and is not subject to avoidance under the Bankruptcy Code or applicable non-bankruptcy law, and which is duly established in the Chapter 11 Cases, but only to the extent of the value of the holder’s interest in the collateral that secures payment of the Claim, (ii) a Claim against the Debtors that is subject to a valid right of recoupment or setoff under section 553 of the Bankruptcy Code, but only to the extent of the Allowed amount subject to recoupment or setoff as provided in section 506(a) of the Bankruptcy Code, and (iii) a Claim Allowed under this Plan as a Secured Claim.

1.1.144 “Secured Loan Collateral” means the Banco del Progreso Existing Collateral, the Credit Suisse Existing Collateral and the GE Existing Collateral.

1.1.145 “Secured Loan Documents” means, collectively, the Credit Suisse New Secured Loan Documents, the GE Existing Secured Loan Documents and the Banco del Progreso Existing Secured Loan Documents.”

1.1.146 “Securities Act” means the United States Securities Act of 1933, as amended from time to time as applicable to these Chapter 11 Cases, and the rules and regulations promulgated thereunder and any successor statutes, rules, and regulations.

1.1.147 “Shareholder Rights Plan” means that certain agreement to be adopted by Holding Company on or before the Effective Date, substantially in the form included in the Plan Supplement.

1.1.148 “Shareholders’ Agreement” means the agreement to be entered into by and among the holders of Holding Company Stock, substantially in the form included in the Plan Supplement.

1.1.149 “Statutorily Subordinated Claim” means any Claim against any of the Debtors that is subject to subordination under section 510(b) of the Bankruptcy Code arising from the rescission of a purchase or sale of a security of one or more of the Debtors, for damages arising from the purchase or sale of such security or for reimbursement or contributions allowed under section 502 of the Bankruptcy Code on account of such a Claim.

1.1.150 “Supporting Creditor” means any creditor who is a party to the Plan Support and Lock-Up Agreement.

1.1.151 “Tax Claim” means a Claim against any of the Debtors that is of a kind specified in section 507(a)(8) of the Bankruptcy Code.

1.1.152 “TCN” means TCN Dominicana, S.A., a Dominican corporation (*sociedad anónima*), one of the Debtors and Debtors in Possession.

1.1.153 “TCN Debt Restructuring” shall have the meaning set forth in Section 7.9 hereof.

1.1.154 “Transaction Documents” means the Credit Suisse New Secured Debt Documents, the Intercreditor Agreement, the New Constituent Documents, the New Secured Notes Documents, the Options, the Options Agreement, the Registration Rights Agreement, the Shareholders’ Agreement, the Shareholder Rights Plan and the Transition Services Agreement.

1.1.155 “Transition Services Agreement” means that certain services agreement to be entered into by the Transition Services Company and Holding Company in accordance with Section 7.19 hereof, substantially in the form included in the Plan Supplement.

1.1.156 “Transition Services Company” means that certain transition services company which shall provide the services contemplated by the Transition Services Agreement.

1.1.157 “Tricom” means Tricom, S.A., a Dominican corporation (*sociedad anónima*), one of the Debtors and Debtors in Possession.

1.1.158 “Tricom Capital Increase” shall have the meaning set forth in Section 7.9 hereof.

1.1.159 “Tricom Centroamerica” means Tricom Centroamerica, S.A., a Panamanian corporation and a wholly owned subsidiary of Tricom.

1.1.160 “Tricom Class A Stock” means the Class A common stock of Tricom issued and outstanding at any time.

1.1.161 “Tricom Class B Stock” means the Class B common stock of Tricom issued and outstanding at any time.

1.1.162 “Tricom Stock” means, collectively, the Tricom Class A Stock and the Tricom Class B Stock.

1.1.163 “Tricom Equity Interests” means any outstanding ownership interest in Tricom, including without limitation, interests evidenced by common or preferred stock, membership interests and options or other rights to purchase any ownership interest in Tricom.

1.1.164 “Tricom Special Shareholders’ Meetings” means the special meeting or series of special meetings of shareholders of Tricom for the purpose of considering and voting on the Restructuring Resolutions.

1.1.165 “Tricom Unissued Stock” shall have the meaning set forth in Section 7.9 hereof.

1.1.166 “Tricom USA” means Tricom USA, Inc., a Delaware corporation, one of the Debtors and Debtors in Possession.

1.1.167 “Tricom USA Holding Company Unsecured Financial Claims Portion” means the amount of the Holding Company Unsecured Financial Claims Portion attributable to Tricom USA.

1.1.168 “Triggering Event” shall have the meaning set forth in Section 7.12 hereof.

1.1.169 “Trust Indenture Act” means the Trust Indenture Act of 1939 as codified in 15 U.S.C § 77aaa *et seq.*

1.1.170 “Unencumbered Assets” means all tangible and intangible property, assets and interests of Holding Company and its direct and indirect subsidiaries (including, without limitation, the Debtors), other than the Secured Loan Collateral.

1.1.171 “Unsecured Financial Claims” means those Claims against the Debtors in the principal amounts plus estimated accrued and unpaid interest calculated by reference to the contract or non-default rate through the Petition Date as identified on the schedule attached hereto as Exhibit C, as such schedule may be amended, upon consultation with the Ad Hoc Committee and the Affiliated Parties, and filed with the Bankruptcy Court on or after the Petition Date.

1.1.172 “Verifying Officer” shall have the meaning set forth in Section 7.9 hereof.

## **1.2. Interpretation.**

Unless otherwise specified, all section, subsection, article, and exhibit references in this Plan are to the respective section in, article of, or exhibit to, this Plan, as the same may be amended, waived, or modified from time to time. Words denoting the singular number shall include the plural number and vice versa, and words denoting one gender shall include the other gender. The Disclosure Statement may be referred to for purposes of interpretation to the extent any term or provision of this Plan is determined by the Bankruptcy Court to be ambiguous; however, the terms of this Plan control over the descriptions contained in the Disclosure Statement. To the extent any terms contained in this Plan conflict with any documents contained in the Plan Supplement, the terms of such documents shall govern.

## **1.3. Application of Definitions and Rules of Construction Contained in the Bankruptcy Code.**

Words and terms defined in section 101 of the Bankruptcy Code shall have the same meanings when used in this Plan, unless a different definition is given in this Plan. A term used herein that is not defined herein shall have the meaning ascribed to that term, if any, in the Bankruptcy

Code. The rules of construction contained in section 102 of the Bankruptcy Code shall apply to the construction of this Plan.

**1.4. Other Terms.**

The words “herein,” “hereof,” “hereto,” “hereunder,” and others of similar import refer to this Plan as a whole and not to any particular section, subsection, or clause contained in this Plan.

**1.5. Appendices and Plan Documents.**

All Plan Documents included in the Plan Supplement to be filed subsequently with the Bankruptcy Court are incorporated into this Plan by reference and are a part of this Plan as if set forth in full herein. All Plan Documents not included in the Plan Supplement shall be filed with the Clerk of the Bankruptcy Court not less than ten (10) days prior to the commencement of the Confirmation Hearing. Holders of Claims and Equity Interests may obtain a copy of the Plan Documents, once filed, by a written request sent to the following address:

Morrison & Foerster LLP  
1290 Avenue of the Americas  
New York, New York 10104-0050  
Attention: Larren M. Nashelsky, Esq.  
Telephone: (212) 468-8000  
Facsimile: (212) 468-7900  
Email: lnashelsky@mofo.com

**ARTICLE II.**

**CLASSIFICATION OF CLAIMS AND EQUITY INTERESTS**

**2.1. Administrative Claims and Tax Claims.**

As provided by section 1123(a)(1) of the Bankruptcy Code, Administrative Claims and Tax Claims shall not be classified under this Plan, and shall instead be treated separately as unclassified Claims on the terms set forth in Article V of this Plan.

**2.2. Claims and Equity Interests Classified.**

For the purposes of organization, voting and all confirmation matters, except as otherwise provided herein, all Claims (except as provided in Section 2.1) and all Equity Interests shall be classified as set forth in this Article II of this Plan.

**2.3. Claims and Equity Interests.**

The classes of Claims against the Debtors and Existing Tricom Equity Interests shall be treated under this Plan as follows:

(a) **Class 1 — Priority Claims.**

Class 1 shall consist of all Priority Claims against any of the Debtors.

(b) Class 2 — Banco del Progreso Existing Secured Claims.

Class 2 shall consist of all Banco del Progreso Existing Secured Claims against any of the Debtors. All Banco del Progreso Existing Secured Claims are deemed to be Allowed Claims.

(c) Class 3 — Credit Suisse Existing Secured Claims.

Class 3 shall consist of all Credit Suisse Existing Secured Claims against any of the Debtors. All Credit Suisse Existing Secured Claims are deemed to be Allowed Claims.

(d) Class 4 — GE Existing Secured Claims.

Class 4 shall consist of all GE Existing Secured Claims against any of the Debtors. All GE Existing Secured Claims are deemed to be Allowed Claims.

(e) Class 5 — Non-Lender Secured Claims.

Class 5 shall consist of all Non-Lender Secured Claims, if any, against any of the Debtors.

(f) Class 6 — Unsecured Financial Claims.

Class 6 shall consist of:

Subclass 1: all Affiliated Creditors Unsecured Financial Claims against any of the Debtors; and

Subclass 2: all Non-Affiliated Creditors Unsecured Financial Claims against any of the Debtors.

All Unsecured Financial Claims are deemed to be Allowed Claims in the respective principal amounts set forth on Exhibit C hereto. In addition, Exhibit C sets forth the interest which will accrue on such claims through and including February 29, 2008 (the contemplated Petition Date) by reference to the contract rate or non-default rate of interest, as applicable. On or after the Petition Date, the Debtors will file with the Bankruptcy Court and serve on the holders of Unsecured Financial Claims, a schedule setting forth the actual principal amount of each Unsecured Financial Claim and the actual contract or non-default rate of interest accrued on such Allowed Unsecured Financial Claims through the Petition Date. Each Unsecured Financial Claim will be deemed to be an Allowed Claim in the respective amounts of principal and interest set forth on such schedule, or as such schedule may be amended and filed with the Bankruptcy Court on or after the Petition Date, without the necessity of filing a proof of claim.

(g) Class 7 — General Unsecured Claims.

Class 7 shall consist of all General Unsecured Claims against any of the Debtors.

(h) Class 8 — Statutorily Subordinated Claims.

Class 8 shall consist of all Statutorily Subordinated Claims against any of the Debtors.

(i) Class 9 — Existing Tricom Equity Interests

Class 9 shall consist of all Existing Tricom Equity Interests.

**ARTICLE III.**

**IDENTIFICATION OF IMPAIRED  
CLASSES OF CLAIMS AND EQUITY INTERESTS**

**3.1. Unimpaired Classes of Claims.**

Class 1 — Priority Claims, Class 2 — Banco del Progreso Secured Claims, Class 4 — GE Secured Claims, Class 5 — Non-Lender Secured Claims and Class 7 — General Unsecured Claims are not impaired under this Plan.

**3.2. Impaired Classes of Claims and Equity Interests.**

Class 3 — Credit Suisse Secured Claims, Class 6 — Unsecured Financial Claims, Class 8 — Statutorily Subordinated Claims and Class 9 — Existing Tricom Equity Interests are impaired under this Plan.

**3.3. Impairment Controversies.**

If a controversy arises as to whether any Claim or Equity Interest, or any class of Claims or Equity Interests, is impaired under this Plan, the Bankruptcy Court shall, after notice and a hearing, determine such controversy.

**ARTICLE IV.**

**PROVISIONS FOR TREATMENT OF CLAIMS  
AND EQUITY INTERESTS UNDER THIS PLAN**

**4.1. Claims and Equity Interests.**

The classes of Claims against and Equity Interests in each of the Debtors shall be treated under this Plan as follows; provided, however, to the extent any Claim is subordinated by Final Order of the Bankruptcy Court (or other court of competent jurisdiction), with the exception of Statutorily Subordinated Claims, which shall be given the treatment set forth herein, the treatment of any Claims subject to such subordination shall be determined by the Bankruptcy Court (or other court of competent jurisdiction) in accordance with such Final Order:

(a) Class 1 — Priority Claims.

Each holder of an Allowed Priority Claim shall be unimpaired under this Plan and such Allowed Priority Claims shall either be paid in full in Cash on the Effective Date or, pursuant to section 1124 of the Bankruptcy Code, all of the legal, equitable and contractual rights to which such Claim entitles such holder in respect of such Claim shall be fully reinstated and retained, except as provided in section 1124(2)(A)-(D) of the Bankruptcy Code, and such Allowed Priority Claims (including any amounts to which such holders are entitled pursuant to section 1124(2) of the Bankruptcy Code) shall be paid in full in accordance with such reinstated rights.

(b) Class 2 — Banco del Progreso Existing Secured Claims.

Each holder of an Allowed Banco del Progreso Existing Secured Claim shall be unimpaired under this Plan and, except to the extent a holder of an Allowed Banco del Progreso Existing Secured Claim agrees to less favorable treatment, pursuant to section 1124 of the Bankruptcy Code, all of the legal, equitable, and contractual rights to which such Claim entitles such holder in respect of such Claim shall be fully reinstated and retained, except as provided in section 1124(2)(A)-(D) of the Bankruptcy Code, and such Allowed Banco del Progreso Secured Claims (including any amounts to which such holders are entitled pursuant to section 1124(2) of the Bankruptcy Code) shall be paid and secured in accordance with the Banco del Progreso Existing Loan Documents.

(c) Class 3 — Credit Suisse Existing Secured Claims.

Each holder of an Allowed Credit Suisse Existing Secured Claim shall be impaired under this Plan and shall receive in consideration of the cancellation of the Credit Suisse Existing Secured Claims its Pro Rata Share of the Credit Suisse New Secured Debt. Tricom's obligations under the Credit Suisse Credit Agreement shall be secured by a first priority lien on the Credit Suisse Existing Collateral pursuant to the Credit Suisse Mortgage and Credit Suisse Pledge and guaranteed by TCN and Tricom USA in accordance with the Credit Suisse Guarantee, which guarantee will provide a limited guarantee of collection of any deficiency after liquidation of the collateral as set forth therein.

(d) Class 4 — GE Existing Secured Claims.

Each holder of an Allowed GE Existing Secured Claim shall be unimpaired under this Plan and, pursuant to section 1124 of the Bankruptcy Code, all of the legal, equitable, and contractual rights to which such Claim entitles such holder in respect of such Claim shall be fully reinstated and retained, except as provided in section 1124(2)(A)-(D) of the Bankruptcy Code, and such Allowed GE Existing Secured Claims (including any amounts to which such holders are entitled pursuant to section 1124(2) of the Bankruptcy Code) shall be paid and secured in accordance with the GE Existing Loan Documents.

(e) Class 5 — Non-Lender Secured Claims.

Each holder of an Allowed Non-Lender Secured Claim, if any, shall be unimpaired under this Plan and, pursuant to section 1124 of the Bankruptcy Code, all of the

legal, equitable, and contractual rights to which such Claim entitles such holder in respect of such Claim shall be fully reinstated and retained, except as provided in section 1124(2)(A)-(D) of the Bankruptcy Code, and such Allowed Non-Lender Secured Claims (including any amounts to which such holders are entitled pursuant to section 1124(2) of the Bankruptcy Code) shall be paid in full in accordance with such reinstated rights.

(f) Class 6 — Unsecured Financial Claims.

Each holder of an Allowed Unsecured Financial Claim shall receive the treatment set forth below:

Subclass 1: Each holder of an Allowed Non-Affiliated Creditors Unsecured Financial Claim shall be impaired under this Plan and shall receive (i) its Pro Rata Share of Holding Company Stock and (ii) its Pro Rata Share of New Secured Notes. All Holding Company Stock to be issued to holders of Allowed Non-Affiliated Creditors Unsecured Financial Claims shall be Holding Company Class A Stock.

Subclass 2: Each holder of an Allowed Affiliated Creditors Unsecured Financial Claim shall be impaired under this Plan and shall receive (i) its Pro Rata Share of Holding Company Stock and (ii) its Pro Rata Share of New Secured Notes. All Holding Company Stock to be issued to holders of Allowed Affiliated Creditors Unsecured Financial Claims shall be Holding Company Class B Stock.

(g) Class 7 — General Unsecured Claims.

Each holder of a General Unsecured Claim shall be unimpaired under this Plan and, pursuant to section 1124 of the Bankruptcy Code, all of the legal, equitable, and contractual rights to which such Claim entitles such holder in respect of such Claim shall be fully reinstated and retained, except as provided in section 1124(2)(A)-(D) of the Bankruptcy Code, and such Allowed General Unsecured Claims (including any amounts to which such holders are entitled pursuant to section 1124(2) of the Bankruptcy Code) shall be paid in full in accordance with such reinstated rights.

(h) Class 8 — Statutorily Subordinated Claims.

Each holder of a Statutorily Subordinated Claim shall be impaired under this Plan and each holder of an Allowed Statutorily Subordinated Claim shall not receive or retain any interest or property under this Plan on account of such Allowed Statutorily Subordinated Claim. The treatment of Statutorily Subordinated Claims under this Plan is in accordance with and gives effect to the provisions of section 510(b) of the Bankruptcy Code.

(i) Class 9 — Existing Tricom Equity Interests.

Each holder of an Existing Tricom Equity Interest shall be impaired under this Plan and the Existing Tricom Equity Interests (within the then authorized capital of Tricom) shall, pursuant to the Restructuring Dilution Transactions, be reduced to a *de minimis* amount with a *de minimis* value through dilution.

## ARTICLE V.

### **PROVISIONS FOR TREATMENT OF UNCLASSIFIED CLAIMS UNDER THIS PLAN**

#### **5.1. Unclassified Claims.**

Administrative Claims and Tax Claims are treated in accordance with sections 1129(a)(9)(A) and 1129(a)(9)(C) of the Bankruptcy Code, respectively. Such Claims are unimpaired under this Plan and in accordance with section 1123(a)(1) of the Bankruptcy Code, are not designated as classes of Claims for the purposes of this Plan or for the purposes of sections 1123, 1124, 1125, 1126 or 1129 of the Bankruptcy Code.

#### **5.2. Treatment of Administrative Claims.**

All Administrative Claims shall be treated as follows:

##### **(a) Time for Filing Administrative Claims.**

The holder of an Administrative Claim, other than (i) a Fee Claim, or (ii) a liability incurred and payable in the ordinary course of business by any of the Debtors (and not past due), or (iii) an Administrative Claim that has been deemed Allowed by Final Order of the Bankruptcy Court, must file with the Bankruptcy Court and serve on the Debtors, any official committee appointed in the Chapter 11 Cases and the Office of the United States Trustee, request for payment of such Administrative Claim within twenty five (25) days after service of the Notice of Confirmation. Such request for payment must include at a minimum (A) the name of the Debtor(s) which are purported to be liable for the Claim, (B) the name of the holder of the Claim, (C) the amount of the Claim, and (D) the basis of the Claim. **Failure to file and serve such request for payment timely and properly shall result in the Administrative Claim being forever barred and discharged.**

##### **(b) Time for Filing Fee Claims.**

Each Professional Person who holds or asserts a Fee Claim shall be required to file with the Bankruptcy Court, and serve on all parties required to receive notice, a Fee Application within ninety (90) days after the Effective Date. **The failure to file timely and serve such Fee Application shall result in the Fee Claim being forever barred and discharged.**

##### **(c) Allowance of Administrative Claims/Fee Claims.**

An Administrative Claim with respect to which request for payment has been properly filed and served pursuant to Section 5.2(a) shall, to the extent not otherwise deemed Allowed by Final Order of the Bankruptcy Court prior to such date, become an Allowed Administrative Claim if no objection is filed within sixty (60) days after the Effective Date, or such later date as may be approved by the Bankruptcy Court on motion of a party in interest, without notice or a hearing. If an objection is filed within such 60-day period (or any extension thereof), the Administrative Claim shall become an Allowed Administrative Claim only to the

extent allowed by Final Order. A Fee Claim in respect of which a Fee Application has been properly filed and served pursuant to Section 5.2(b) shall become an Allowed Administrative Claim only to the extent allowed by Final Order.

(d) Payment of Allowed Administrative Claims.

On the Distribution Date, each holder of an Allowed Administrative Claim shall receive (i) the amount of such holder's Allowed Claim in one Cash payment, or (ii) such other treatment as may be agreed upon in writing by the Debtors and such holder; provided, that an Administrative Claim representing a liability incurred in the ordinary course of business of any of the Debtors may be paid at such Debtor's election in the ordinary course of business.

**5.3. Treatment of Tax Claims.**

At the election of the Debtors, each holder of an Allowed Tax Claim shall receive in full satisfaction of such holder's Allowed Tax Claim, (a) the amount of such holder's Allowed Tax Claim, with interest thereon from and after the Distribution Date at the rate determined by the Bankruptcy Court in accordance with section 511 of the Bankruptcy Code, in equal annual Cash payments on each anniversary of the Petition Date, until the fifth anniversary of the Petition Date (provided, that Holding Company or the applicable Debtor may prepay the balance of any such Allowed Tax Claim at any time without penalty); (b) a lesser amount in one Cash payment as may be agreed upon in writing by such holder; or (c) such other treatment as may be agreed upon in writing by such holder. The Confirmation Order shall enjoin any holder of a Tax Claim from commencing or continuing any action or proceeding against any responsible person or officer or director of the Debtors that otherwise would be liable to such holder for payment of a Tax Claim so long as no default has occurred with respect to such Tax Claim under this Section 5.3.

**ARTICLE VI.**

**ACCEPTANCE OR REJECTION OF THIS PLAN;  
EFFECT OF REJECTION BY ONE OR MORE  
CLASSES OF CLAIMS OR EQUITY INTERESTS**

**6.1. Classes Entitled to Vote.**

Class 3 – Credit Suisse Existing Secured Claims and Class 6 – Unsecured Financial Claims are impaired under this Plan, and the holders of such Claims shall be entitled to vote to accept or reject this Plan. Class 8 – Statutorily Subordinated Claims and Class 9 – Existing Tricom Equity Interests are impaired under this Plan and are deemed to reject this Plan. All other classes of Claims are unimpaired under this Plan, are deemed to have accepted this Plan, and shall not be entitled to vote on this Plan.

**6.2. Class Acceptance Requirement.**

A class of Claims shall have accepted this Plan if it is accepted by at least two-thirds (2/3) in amount and more than one-half (1/2) in number of the Allowed Claims in such class that have voted on this Plan.

### **6.3. Cramdown.**

If all applicable requirements for confirmation of this Plan are met as set forth in section 1129(a)(1) through (16) of the Bankruptcy Code except subsection (8) thereof, the Debtors intend to request that the Bankruptcy Court confirm this Plan in accordance with section 1129(b) of the Bankruptcy Code, notwithstanding the failure to satisfy the requirements of section 1129(a)(8), on the basis that this Plan is fair and equitable and does not discriminate unfairly with respect to each class of claims that is impaired under, and has not accepted, this Plan.

### **6.4. Confirmation of All Cases.**

This Plan shall not be deemed to have been confirmed unless and until this Plan has been confirmed as to each of the Debtors (other than those Debtors, if any, in respect of which this Plan has been revoked or withdrawn pursuant to Section 14.15).

## **ARTICLE VII.**

### **MEANS FOR IMPLEMENTATION OF THIS PLAN**

#### **7.1. Substantive Consolidation for Plan Purposes Only**

This Plan is premised upon the deemed substantive consolidation of the Debtors for Plan purposes only, with the exception of the GE Existing Secured Claims. Accordingly, on the Effective Date, all of the Debtors and their Estates shall, for Plan purposes only, be deemed merged and (i) all assets and liabilities of the Debtors shall be treated for Plan purposes only as though they were merged, (ii) all guarantees of any Debtor of the payment, performance, or collection of obligations of any other Debtor shall be eliminated and canceled, (iii) all joint obligations of two or more Debtors, and all multiple Claims against such entities on account of such joint obligations, shall be considered a single Claim against the Debtors, (iv) any right of set-off belonging to any Debtor may be applied to any Allowed Claim against any Debtor, subject to the provisions of section 553 of the Bankruptcy Code, and (v) any Claim filed in the Chapter 11 Cases of any Debtor shall be deemed filed against the consolidated Debtors and a single obligation of the consolidated Debtors on and after the Effective Date. Such substantive consolidation for Plan purposes only shall not (other than for Plan voting, treatment and distribution purposes) and except as otherwise provided for in this Plan affect (a) the legal and corporate structures of the Debtors, (b) any Intercompany Claims, (c) any Debtors' interests in its subsidiaries, or (d) the GE Existing Secured Claims or any obligations thereunder.

#### **7.2. Operations Between the Confirmation Date and the Effective Date.**

During the period from the Confirmation Date through and until the Effective Date, the Debtors shall continue to operate their businesses as Debtors in Possession, subject to the supervision of the Bankruptcy Court as provided in the Bankruptcy Code and the Bankruptcy Rules.

### **7.3. Continued Corporate Existence of the Debtors.**

Each of the Debtors shall continue to exist after the Effective Date as a separate corporate entity, with all corporate powers, in accordance with the laws of its jurisdiction of organization or incorporation and pursuant to the New Constituent Documents, as applicable, which shall become effective upon approval by the then shareholders of the relevant Debtor as soon as practicable following the Confirmation Date. As soon as practicable after such approval but within the required term to do so under applicable law, if any, the Debtors shall, as and to the extent required, file with the Secretary of State in the State of its incorporation or with such other relevant governmental authority or other body as may be required by applicable law, such Debtor's New Constituent Documents. At any time following approval of the Debtors' applicable New Constituent Documents in the manner stated above, any Debtor may amend or modify its respective New Constituent Documents in a manner consistent with such documents and as permitted by applicable law.

### **7.4. Re-vesting of Assets.**

Upon the occurrence of the Effective Date, title to all of the Assets of the Debtors shall vest in the Debtors free and clear of all liens, Claims, Causes of Action, interests, security interests and other encumbrances, except as expressly provided in this Plan. Except as otherwise provided in this Plan and the Plan Documents, the Debtors may operate their business and may use, acquire and dispose of their Assets free of any restrictions of the Bankruptcy Code on and after the occurrence of the Effective Date.

### **7.5. Corporate Action.**

The entry of the Confirmation Order shall contain provisions that authorize, direct and require the Debtors, Holding Company and their respective shareholders, directors and officers to take or cause to be taken all corporate actions needed or required under this Plan or applicable law, including, without limitation, as applicable, adoption of the relevant Restructuring Resolutions necessary or appropriate to implement all of the provisions of, and to consummate, this Plan and the transactions contemplated by this Plan, prior to and on and after the Effective Date, including, without limitation, as appropriate, assignment and cancellation of prepetition indebtedness, including, without limitation, cancellation of the Holding Company Unsecured Financial Claims Portion and the New Secured Notes Unsecured Financial Claims Portion, the Capital Increase, the Accordion Transactions, the reduction of the Existing Tricom Equity Interests to a *de minimis* amount with a *de minimis* value through the Restructuring Dilution Transactions, and issuance of all or substantially all of the Tricom Stock to Holding Company and the entry into and/or issuance and delivery of the Credit Suisse New Loan Documents and the New Secured Notes Documents, and all such actions taken or caused to be taken shall be deemed to have been ordered, authorized, directed and approved by the Bankruptcy Court without further approval, act, or action under any applicable law, order, rule or regulation. Except as otherwise provided in this Plan, on the Confirmation Date, the then officers and directors of the Holding Company and/or the Debtors shall be authorized and directed to execute, issue and deliver all agreements, documents, instruments, notices and certificates as are contemplated by this Plan and to take all necessary actions required in connection therewith in the name of and on behalf of the Debtors.

**7.6. Execution and Delivery of Secured Loan Documents; Cancellation/Termination of Existing Secured Loan Documents.**

With the exception of the GE Existing Secured Loan Documents and the Banco del Progreso Existing Secured Loan Documents, which are to remain in place pursuant to sections 4.1(b) and (d) hereof, on or before the Effective Date, Tricom, Credit Suisse, the guarantors under the Credit Suisse Guarantee and all other relevant parties shall execute and deliver the Credit Suisse New Secured Debt Documents. Unless necessary to preserve Credit Suisse's existing rights and priorities with respect to the Credit Suisse Existing Collateral upon execution and delivery of the Credit Suisse New Secured Debt Documents and perfection of the liens on the Credit Suisse Existing Collateral to be created pursuant to the Credit Suisse New Secured Debt Documents, the Credit Suisse Existing Secured Loan Documents shall be deemed terminated and/or cancelled. Credit Suisse, Tricom and all other relevant parties to the Credit Suisse Existing Secured Loan Documents shall be authorized and required to take all such actions and execute and deliver all such documents as shall be necessary or appropriate to implement or effectuate the foregoing termination and/or cancellation of the Credit Suisse Existing Secured Loan Documents.

**7.7. Holding Company Capitalization.**

On or before the Effective Date, each holder of (i) an Allowed Non-Affiliated Creditors Unsecured Financial Claim shall transfer to Holding Company all of its Holding Company Unsecured Financial Claims Portion in consideration of Holding Company's issuance to such holder of such holder's Pro Rata Share of Holding Company Class A Stock and (ii) an Allowed Affiliated Creditors Unsecured Financial Claim shall transfer to Holding Company all of its Holding Company Unsecured Financial Claims Portion in consideration of Holding Company's issuance to such holder of such holder's Pro Rata Share of Holding Company Class B Stock. Holders of shares of Holding Company Class A Stock and Holding Company Class B Stock shall have the rights and obligations described in the Holding Company Constituent Documents, the Shareholders' Agreement, the Registration Rights Agreement and the Shareholder Rights Plan. Tricom, the other Debtors, if applicable, each holder of Holding Company Unsecured Financial Claims Portion to be transferred and all other relevant parties to the underlying documents governing such Holding Company Unsecured Financial Claims Portions shall be authorized and required to take all such actions as shall be necessary or appropriate to effectuate or implement the foregoing transfer of Holding Company Unsecured Financial Claims Portions. After the aforesaid transfer of Holding Company Unsecured Financial Claims Portions has taken place, the Holding Company shall be the sole and absolute holder of all transferred Holding Company Unsecured Financial Claims Portions. The Claims comprising the Dominican Holding Company Unsecured Financial Claims Portion transferred to Holding Company shall be cancelled in accordance with the transactions described in Section 7.9 hereof. Pursuant to this Plan, the Tricom USA Holding Company Unsecured Financial Claims Portion shall be cancelled.

**7.8. Execution and Delivery of New Secured Notes Documents; Cancellation/Termination of the 11 3/8% Senior Notes Indenture and Related Documents.**

On the Effective Date or as soon as practicable thereafter, each holder of an Allowed Unsecured Financial Claim shall receive from Tricom, in consideration of the cancellation of all of its New Notes Unsecured Financial Claims Portion, its Pro Rata Share of New Secured Notes. In order

to facilitate such distribution, on or before the Effective Date, all relevant parties shall execute, deliver and/or issue the New Secured Notes Indenture, the New Secured Notes and all other New Secured Notes Documents. Prior to issuance of the New Secured Notes, the Debtors shall have submitted Form T-3 application for qualification of the New Secured Notes Indenture under the Trust Indenture Act to the SEC and the SEC shall have qualified the New Secured Notes Indenture under the Trust Indenture Act. Upon execution, issuance and delivery of the New Secured Notes Documents and perfection of the liens on the New Secured Notes Collateral, as provided in this Plan and to be created pursuant to the New Secured Notes Documents, the 11 3/8% Senior Notes Indenture and all other 11 3/8% Senior Notes Documents, including, without limitation, the 11 3/8% Senior Notes, and all guarantees thereof, shall be deemed terminated and/or cancelled. The indenture trustee under the 11 3/8% Senior Notes Indenture, Tricom and all other relevant parties to such Indenture and the other 11 3/8% Senior Notes Documents shall be authorized and required to take all such actions as shall be necessary or appropriate to effectuate or implement the foregoing termination and/or cancellation of the 11 3/8% Senior Notes Indenture and all other 11 3/8% Senior Notes Documents, including, without limitation, the 11 3/8% Senior Notes. In the event a relevant party does not take the necessary actions required to implement the foregoing termination and/or cancellation, Tricom shall be authorized to act as attorney-in-fact for such party.

## **7.9. Dominican Corporate Actions.**

### **(a) Introduction.**

In order to accomplish the (i) cancellation of all of the Dominican Holding Company Unsecured Financial Claims Portion, (ii) dilution of Existing Tricom Equity Interests to a *de minimis* amount with a *de minimis* value (the “Restructuring Dilution”), (iii) transfer of control of Tricom to Holding Company, (iv) elimination or substantial reduction of Tricom’s existing cumulative capital deficit, and (v) minimization of adverse tax impacts arising from the cancellation of the Dominican Holding Company Unsecured Financial Claims Portion and certain interest accrued on Tricom’s books that is not part of any Allowed Claim or otherwise treated under this Plan (together, the “Dominican Restructuring Objectives”), the following actions can be carried out, as necessary and appropriate: (a) Capital Increase and issuance of new Tricom Stock to Holding Company; (b) reduction of the nominal value of the Tricom Stock; (c) Accordion Transactions; (d) cancellation of debt; (e) implementation of the TCN Debt Restructuring; and (f) use of NOLs and current year operating losses to offset COD Income.

As of the date hereof, the Debtors are unable to confirm the exact methods or combination thereof by which they will achieve the Restructuring Dilution and the other Dominican Restructuring Objectives. The Debtors believe that a combination of Capital Increase and Accordion Transactions (the “Restructuring Dilution Transactions”) and other actions described in Section 7.9(b) and (c) below will likely present the most feasible, economic and tax efficient method to effect the Restructuring Dilution and achieve the other Dominican Restructuring Objectives. The Restructuring Dilution Transactions and other Dominican corporate actions contemplated by this Plan assume that Tricom’s current Shareholders’ Agreement has been terminated and Article 5 of Tricom’s bylaws has been amended prior to implementation of such transactions in order to, among other things, allow the issuance of Tricom Class B Stock to Holding Company.

Prior to the Confirmation Hearing, the Debtors will file with the Bankruptcy Court and serve on parties in interest a detailed discussion of the Restructuring Dilution Transactions, as well as such other transactions, if any, that they will propose to achieve the Restructuring Dilution and the other Dominican Restructuring Objectives, which will describe the attendant costs and tax implications of such transactions (the “Restructuring Dilution Process”). The Debtors will seek express approval of the Restructuring Dilution Process in the Confirmation Order. **Accordingly, all information relating to the Restructuring Dilution Transactions and other Dominican corporate actions contained herein is provided, at this time, for illustrative purposes only and is therefore subject to change.**

(b) Lowering of Nominal Par Value of Tricom Stock, Capital Increase and Issuance of Tricom Stock to Holding Company.

Tricom currently has an authorized capital of RD\$800,000,000, divided into 55,000,000 shares of Tricom Class A Stock and 25,000,000 shares of Tricom Class B Stock with a par value of RD\$10.00 each. There are 45,458,045 shares of Tricom Class A Stock currently issued and outstanding and 9,541,955 shares of unissued Tricom Class A Stock. There are 19,144,544 shares of Tricom Class B Stock currently issued and outstanding and 5,855,456 shares of Tricom Class B Stock unissued.

Pursuant to the Confirmation Order and in accordance with Tricom’s bylaws, as soon as practicable after the Confirmation Date and subject to Indotel Approval, Tricom’s shareholders shall adopt one or more Restructuring Resolutions that shall (i) lower the nominal par value of the Tricom Stock from the current RD\$10.00 per share to RD\$5.00 per share (the minimum nominal par value allowed by Dominican law), thus reducing Tricom’s issued and outstanding capital from RD\$646,025,890 to RD\$323,012,945, or other amount that be determined at the time of such reduction (the “Nominal Par Value Reduction”), of which, in this case, RD\$476,987,055, will be unissued capital comprised of 89,541,955 shares of Tricom Class A Stock and 5,855,456 shares of Tricom Class B Stock (collectively, the “Tricom Unissued Stock”), (ii) authorize an increase in authorized capital (“Capital Increase”) equal to an amount that will allow Tricom to cancel, taking into account the other Restructuring Dilution Transactions, all of the Dominican Holding Company Unsecured Financial Claims Portion that will not be cancelled pursuant to the other Restructuring Dilution Transactions, (iii) issue the shares to represent such Capital Increase (“Capital Increase Stock”) to Holding Company in exchange for cancellation or capitalization of an amount of the Dominican Holding Company Unsecured Financial Claims Portion equal to the aggregate nominal par value of the Capital Increase Stock to be issued, and (iv) issue the Tricom Unissued Stock to Holding Company in exchange for the cancellation or capitalization of the Dominican Holding Company Unsecured Financial Claims Portion equal to the aggregate nominal par value of the Tricom Unissued Stock.<sup>2</sup>

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<sup>2</sup> The portion of the Dominican Holding Company Unsecured Financial Claims Portion corresponding to TCN will not be cancelled at this stage, but will be capitalized by Holding Company in exchange for shares of new Tricom Stock and will be cancelled in accordance with the TCN Debt Restructuring as set forth in Section 7.9(d) hereof.

The Nominal Par Value Reduction and a Capital Increase shall, pursuant to the Confirmation Order, be approved by shareholders representing two-thirds of the outstanding shares of Tricom Stock entitled to vote in the corresponding shareholders' meeting and will be implemented by amending Article 5 of Tricom's bylaws. Given that no cash consideration will be paid by Holding Company for the issuance of the Tricom Unissued Stock and Capital Increase Stock, an independent third party appraiser, as required by applicable Dominican law (the "Verifying Officer"), shall be appointed to assess the fairness of the proposed transaction and issue the corresponding report. Due to the foregoing, two shareholders' meetings will be required to issue the Tricom Unissued Stock and the Capital Increase Stock to Holding Company. In the first shareholders' meeting, Tricom's shareholders shall, pursuant to the Confirmation Order, (i) approve the Nominal Par Value Reduction, (ii) approve the Capital Increase, (iii) take notice and discuss Tricom's intention to issue to Holding Company the Tricom Unissued Stock and the Capital Increase Stock in exchange for cancellation or capitalization of an equal amount of the Dominican Holding Company Unsecured Financial Claims Portion equal to the aggregate par value of the Tricom Unissued Stock and Capital Increase Stock, and (iv) appoint the Verifying Officer. In the second shareholders' meeting, (i) the Verifying Officer will submit his or her report and (ii) if such report is favorable, Tricom's shareholders shall, pursuant to the Confirmation Order, given that Tricom's bylaws do not grant holders of Existing Tricom Equity Interests the right of first option on the issuance of new shares, approve the issuance to Holding Company of the Tricom Unissued Stock and Capital Increase Stock.

(c) Accordion Transactions.

As soon as practicable after the Confirmation Date and subject to Indotel Approval, the then existing members of Tricom's board of directors shall call a series of additional shareholders' meetings pursuant to Tricom's bylaws then in force and effect, at which meetings, Tricom's shareholders shall, in accordance with the Confirmation Order, be required to adopt one or more Restructuring Resolutions to implement the Accordion Transactions. Two-thirds of Tricom's shareholders will be required to approve such Restructuring Resolutions.

Under Dominican law, each Accordion Transaction shall be accomplished by two general shareholders' meetings. At the first Accordion Transaction shareholders' meeting ("Accordion Transaction First Shareholders' Meeting"), Tricom's shareholders shall, pursuant to the Confirmation Order, (i) discuss and approve a reduction of Tricom's paid in capital up to the Maximum Allowed Capital Reduction Amount in order to reduce Tricom's existing cumulative capital deficit by such amount, (ii) cancel, on a pro rata basis, an aggregate amount of the then issued and outstanding shares of Tricom Stock equal to the Maximum Allowed Capital Reduction Amount ("First Set of Cancelled Shares"), (iii) take notice and discuss Holding Company's intention to acquire shares of new Tricom Stock in the same amount of the First Set of Cancelled Shares (the "First Set of Newly Unissued Shares") in consideration of cancellation of an amount of the Dominican Holding Company Unsecured Financial Claims Portion equal to the Maximum Allowed Capital Reduction Amount, (iv) appoint a Verifying Officer, and (v) call a second shareholders' meeting ("Accordion Transaction Second Shareholders' Meeting") for the purposes described in the immediately following paragraph.

At the Accordion Transaction Second Shareholders' Meeting, Tricom's shareholders shall, pursuant to the Confirmation Order, (i) take notice of the report to be issued by the Verifying

Officer and (ii) if such report is favorable, approve the issuance to Holding Company of the First Set of Newly Unissued Shares. The actions and transactions that will take place in the Accordion Transaction First Shareholders' Meeting and the Accordion Transaction Second Shareholders' Meeting shall be referred to herein as the "First Accordion Transaction." The actions and transactions to take place during the First Accordion Transaction shall, pursuant to the Confirmation Order, be repeated as many times as necessary and appropriate, taking into account the other Restructuring Dilution Transactions, to (i) accomplish the Restructuring Dilution, and (ii) substantially reduce Tricom's existing cumulative capital deficit. Following the completion of the Restructuring Dilution Transactions, Tricom shall cancel the remaining Dominican Holding Company Unsecured Financial Claims Portion relating to Tricom not cancelled pursuant to any of the Restructuring Dilution Transactions, as well cancel certain interest accrued on Tricom's books that is not part of any Allowed Claim or otherwise treated under this Plan. The cancellation of this remaining Tricom debt will result in COD Income to Tricom, which Tricom shall offset with the application of allowed NOLs (estimated at 20% of the accumulated tax losses of the last five years) and current year operating losses.

(d) TCN Corporate Action.

As of the date hereof, the Debtors are unable to confirm the exact method or transactions by which they will effect the TCN Debt Restructuring. The Debtors and their advisors are continuing their review and analysis of this issue. However, the Debtors believe that the TCN Debt Restructuring will likely be implemented through the transactions described herein. Prior to the Confirmation Hearing, the Debtors shall file with the Bankruptcy Court, seek approval of in the Confirmation Order and serve on parties in interest the Restructuring Dilution Process, which as discussed in Section 7.9(a), shall include, in addition to the process to accomplish the Restructuring Dilution and the other Dominican Restructuring Objectives, a detailed discussion of the process by which the Debtors intend to implement the TCN Debt Restructuring. Accordingly, the following description is subject to change.

Because this Plan provides for substantive consolidation for Plan purposes only and the identical treatment of holders of Unsecured Financial Claims against any of the Debtors, the Dominican Holding Company Unsecured Financial Claims Portion includes Claims against both Tricom and TCN. In order to cancel the portion of the Dominican Holding Company Unsecured Financial Claims Portion relating to TCN, Holding Company will first capitalize such portion in exchange for shares of new Tricom Stock, in accordance with the transactions described in Sections 7.9(b) and (c) above. In a second step, TCN will issue to Tricom new TCN stock in exchange for cancellation of the portion of Dominican Holding Company Unsecured Financial Claims relating to TCN (non-cash consideration) (collectively, the "TCN Debt Restructuring"). Implementation of the TCN Debt Restructuring will require certain corporate actions, including, but not limited to, two shareholders' meetings to approve a Capital Increase by TCN and the issuance of new TCN stock for non-cash consideration. These corporate actions will be subject, as applicable, to the same requirements/process set forth above relating to the Capital Increase by Tricom and the issuance of Capital Increase Stock necessary to achieve the Restructuring Dilution.

Pursuant to this Plan and Confirmation Order, as soon as practicable after the entering of the Confirmation Order and prior to the Effective Date, and in order to accomplish the TCN Debt Restructuring, the then existing members of TCN's board of directors shall call two consecutive

shareholders' meetings to (i) implement the appropriate Capital Increase and (ii) because there will be no cash payment in consideration for the issuance of the new TCN stock to Tricom (such stock will be issued in exchange for the portion of the Dominican Holding Company Unsecured Financial Claims relating to TCN), approve the issuance of such stock to Tricom. To be approved, this Capital Increase will require amending TCN's bylaws through the affirmative vote of fifty-one percent (51%) of the outstanding shares of TCN entitled to vote at the meeting.

**7.10. Intercreditor Agreement.**

On or before the Effective Date, the New Secured Notes Indenture Trustee and Credit Suisse shall enter into the Intercreditor Agreement.

**7.11. Deregistration of Tricom Securities.**

Tricom will use commercially reasonable efforts to deregister all of Tricom's existing securities under section 12 of the Exchange Act prior to or as promptly as practicable following the Effective Date.

**7.12. Registration Rights Agreement.**

On or before the Effective Date, Holding Company, Tricom and certain holders of Holding Company Stock and New Secured Notes shall enter into and be bound by the terms of the Registration Rights Agreement. The Registration Rights Agreement will be substantially in the form included in the Plan Supplement. As more fully set forth therein, the Registration Rights Agreement shall provide the holders of Holding Company Stock and New Secured Notes that are party thereto with certain rights relating to the registration of such Holding Company Stock and New Secured Notes, including, among other things, the following:

(a) Shelf Registration Rights With Respect to all Holding Company Class A Stock.

Upon the occurrence of a Triggering Event (described below), the Holding Company shall (i) register the Holding Company Class A Stock under the Exchange Act, (ii) file a shelf registration statement under the Securities Act to permit resales of the Holding Company Class A Stock, and use commercially reasonable efforts to cause such shelf registration statement to be declared effective, (iii) use commercially reasonable efforts to keep such shelf registration statement continuously effective for three years, (iv) supplement or make amendments to such shelf registration statement, if required under the Securities Act or in accordance with the terms of the Registration Rights Agreement, and (v) use commercially reasonable efforts to cause the shares of Holding Company Class A Stock to be listed for at least three years on a United States or foreign securities exchange or market.

A "Triggering Event" shall be the earliest to occur of the following: (i) the Holding Company Board, by a majority vote, authorizes the voluntary registration of the Holding Company Class A Stock under the Exchange Act and such registration is in conjunction with the listing of the Holding Company Class A Stock on a United States or foreign securities exchange or market, (ii) 270 days after the Effective Date (extendable at the option of the Holding Company for two consecutive 90-day periods if the Holding Company board determines in good faith that it would

be detrimental to Holding Company and its shareholders for the shelf registration statement to be filed), provided that such registration is in conjunction with the listing of the Holding Company Class A Stock on a United States or foreign securities exchange or market, and (iii) such time as the Holding Company is required to register the Holding Company Class A Stock under the Exchange Act.

(b) Demand Registration Rights With Respect to Holding Company Class B Stock.

The holders of Holding Company Class B Stock shall collectively receive three demand registration rights entitling such holders to request Holding Company to register shares of Holding Company Class B Stock for resale under the Securities Act at any time following a Triggering Event

(c) Demand Registration Rights with Respect to Holding Company Class A Stock.

Each of the following shall receive one demand registration right for each 5% of the issued and outstanding Holding Company Class A Stock held by such holder, entitling such holder to request Holding Company to register its shares of Holding Company Class A Stock for resale under the Securities Act at any time following a Triggering Event:

(i) any holder of shares of Holding Company Class A Stock who (x) beneficially owns (as such term is defined pursuant to section 13d-3 under the Exchange Act) 5% or more of the issued and outstanding Holding Company Class A Stock, (y) is an affiliate of Holding Company (as the term “affiliate” is defined pursuant to the Securities Act), or (z) is deemed, or might reasonably be considered to be an “underwriter” under section 1145(b)(1) of the Bankruptcy Code;

(ii) any other beneficial owner (as such term is defined pursuant to section 13d-3 under the Exchange Act) of Holding Company Class A Stock acquired pursuant to the Prepackaged Plan which provides the Holding Company notice that it meets any of the conditions in clause (i) above; or

(iii) any person who purchases shares of Holding Company Class A Stock that are restricted securities (as such term is defined pursuant to Rule 144 under the Securities Act) from a holder who acquired such Holding Company Class A Stock pursuant to this Plan.

(d) “Piggy-back” Registration Rights.

Each holder of Holding Company Class A Stock and Holding Company Class B Stock shall be entitled to “piggy-back” registration rights to participate in any public offering of shares of Holding Company Stock registered under the Securities Act in the event that at the time such registration statement is filed, such holder is not permitted to freely resell such stock without registration under the Securities Act.

(e) Registration Rights with Respect to New Secured Notes.

The Registration Rights Agreement shall also provide certain registration rights to the holders of New Secured Notes. Tricom will not be obligated to register the New Secured Notes prior to registration of the Holding Company Class A Stock by the Holding Company.

(f) Tag-Along Rights.

If, at any time prior to the date on which all shares of Holding Company Class B Stock have been converted to shares of Holding Company Class A Stock, any holder of Holding Company Class A Stock proposes to sell shares of Holding Company Class A Stock representing more than one percent (1%) of the issued and outstanding Holding Company Stock to a third party, other than under an effective registration statement covering such Holding Company Stock, each holder of Holding Company Class B Stock shall have the right to include in such sale a portion of the shares of Holding Company Class B Stock of such holder equal to the proportion of the issued and outstanding Holding Company Stock proposed to be sold by the selling holder. Holders of Holding Company Class A Stock shall have reciprocal rights as to sales of Holding Company Class B Stock.

**7.13. Shareholders' Agreement.**

On or before the Effective Date, the holders of Holding Company Stock shall enter into and be bound by the terms of the Shareholders' Agreement which shall provide, among other things, for the following:

(a) Dividends.

The shares of Holding Company Class A Stock and Holding Company Class B Stock will be entitled to identical dividends, if and when declared.

(b) Liquidation Rights.

The shares of Holding Company Class A Stock and Holding Company Class B Stock will be entitled to identical distributions on any dissolution or winding up of Holding Company.

(c) Preemptive Rights.

The Holding Company Constituent Documents shall provide for preemptive rights for all the holders of Holding Company Stock.

(d) Conversion of Class B Stock.

Any share of Holding Company Class B Stock that is transferred to any holder other than any of the GFN Parties or any of the Affiliated Creditors or the Affiliated Creditors' Affiliates shall automatically convert to a share of Holding Company Class A Stock upon such transfer. In addition, all outstanding shares of Holding Company Class B Stock shall automatically convert to shares of Holding Company Class A Stock upon the first date following

the Effective Date on which the GFN Parties, the Affiliated Creditors and the Affiliated Creditors' Affiliates cease to collectively hold shares of Holding Company Stock equal to an aggregate of at least 10% of the fully diluted Holding Company Stock immediately following the Effective Date.

(e) Voting Rights.

Except as otherwise required by the laws applicable in the jurisdiction of Holding Company's formation and as otherwise provided in this Plan, a simple majority of the shares of Holding Company Class A Stock and Holding Company Class B Stock, voting together as one class, will be required for all actions requiring approval of the holders of Holding Company Stock, except that

(A) During the period commencing upon the Effective Date and terminating upon the one year anniversary of the Effective Date, the following actions shall not be taken without the approval of a majority of the shares of Holding Company Class B Stock, voting as a separate class:

(i) Merger of Holding Company or Tricom with or into any entity if the aggregate consideration to the holders of Holding Company Stock or Holding Company, as applicable, for such merger transaction is less than or equal to \$325 million; and

(ii) Sale or disposition of all or substantially all of the assets of Holding Company or Tricom if the aggregate consideration to the holders of Holding Company Stock, Holding Company or Tricom, as applicable, for such transactions is less than or equal to \$325 million.

It is further understood that any decision with respect to any of the transactions described in items (i) and (ii) above with an aggregate consideration in excess of \$325 million during the period commencing upon the Effective Date and terminating upon the one year anniversary of the Effective Date, or with any consideration at any time after the expiration of such period, shall only require the approval of a simple majority of the members of the Holding Company Board of Directors.

(B) During the period commencing upon the Effective Date and terminating upon the date on which all Holding Company Class B Stock has been converted into Holding Company Class A Stock, the following actions shall not be taken without the approval of a majority of the shares of Holding Company Class B Stock, voting as a separate class:

(i) Any issuance of additional Holding Company Class B Stock or any securities convertible into, exchangeable for, or exercisable for Holding Company Class B Stock;

(ii) Amendments to the Holding Company Constituent Documents that would adversely affect the rights of the holders of the Holding Company Class B Stock described in this Plan; and

(iii) Any amendment of any of the Transaction Documents which would adversely affect the rights of the holders of the Holding Company Class B Stock described in this Plan.

(C) In addition, during the period commencing upon the Effective Date and terminating upon the date on which all Holding Company Class B Stock has been converted into Holding Company Class A Stock, the following actions shall not be taken, unless (y) Holding Company shall have received an opinion from an investment bank of internationally recognized standing that such transaction is fair, from a financial point of view, to the holders of Holding Company Stock, or (z) a majority of the shares of Holding Company Class B Stock, voting as a separate class, shall have approved such action:

(i) Any issuance by Holding Company of any class of Holding Company Stock or any other equity securities of Holding Company (other than Class B Stock), or any securities convertible into, exchangeable for, or exercisable for any class of Holding Company Stock or any other equity securities of Holding Company (other than Class B Stock);

(ii) Any issuance by any direct or indirect subsidiary of Holding Company of any class of equity securities, or any securities convertible into, exchangeable for, or exercisable for any class of equity securities of such subsidiary;

(iii) Any sale or disposition of any shares or other equity interests in any direct or indirect subsidiary of Holding Company (other than Tricom);

(iv) Any sale or disposition of all or substantially all of the assets of any direct or indirect subsidiary of Holding Company (other than Tricom); and

(v) Any merger of any subsidiary of Holding Company (other than Tricom) with or into any entity, other than another wholly owned subsidiary of Holding Company.

#### **7.14. Shareholder Rights Plan.**

On or before the Effective Date, Holding Company will adopt the Shareholder Rights Plan by which preferred stock purchase rights shall be distributed as a dividend at the rate of one right for each share of Holding Company Class A Stock and Holding Company Class B Stock. Subject to certain exceptions, the rights generally will be exercisable only if a person or group acquires beneficial ownership of 15% or more of the total amount of outstanding shares of Holding Company Stock, or commences or publicly announces a tender or exchange offer upon consummation of which such person or group would beneficially own 15% or more of the total amount of outstanding shares of Holding Company Stock. The Shareholder Rights Plan will contain customary terms and conditions and be included in the Plan Supplement.

#### **7.15. Conversion of Class B Stock of Tricom.**

As soon as practicable following Holding Company's acquisition of all or substantially all of the Tricom Stock pursuant to or as a result of the Restructuring Dilution, Tricom will convert all of its shares of Tricom Class B Stock into shares of Tricom Class A Stock.

#### **7.16. Management.**

On or before the Effective Date, the management, control, and operation of each of the Debtors shall be the general responsibility of the respective management of each of the Debtors. Entry of the Confirmation Order shall ratify and approve all actions taken by the boards of directors of each of the Debtors from the Petition Date through and until the Effective Date.

#### **7.17. Initial Boards of Directors.**

On or before the Effective Date, the members of the board of directors of the Debtors shall be appointed in accordance with the provisions of their respective New Constituent Documents. On or before the Effective Date, the members of the Holding Company Board of Directors shall be appointed in accordance with the provisions of the Holding Company Constituent Documents and Shareholders' Agreement. The Holding Company Board of Directors will consist of nine members, including the chairperson of the Holding Company Board of Directors. The members of the Holding Company Board of Directors shall be elected to initial terms of three years. Upon the completion of the initial terms, the members of the Holding Company Board of Directors shall be elected to terms of one year. The holders of Holding Company Class A Stock shall be entitled to elect six members of the Holding Company Board of Directors, and the holders of Holding Company Class B Stock shall be entitled to elect three members of the Holding Company Board of Directors, including the chairperson of the Holding Company Board of Directors. The chairperson of the Holding Company Board of Directors shall have the same rights and obligations as each other member of the Holding Company Board of Directors. Any member of the Holding Company Board of Directors will be automatically removed from the Holding Company Board of Directors upon the criminal conviction of that member; provided, that any such removal shall not affect the rights of the holders of Holding Company Stock to elect the number of members of the Holding Company Board of Directors set forth herein.

#### **7.18. Officers.**

On or before the Effective Date, the officers of each of the Debtors shall be selected and appointed by the respective boards of directors of such Debtors in accordance with, and pursuant to, the provisions of applicable law and their respective New Constituent Documents. On or before the Effective Date, the officers of Holding Company shall be selected and appointed by the Holding Company Board of Directors in accordance with, and pursuant to, the provisions of the Holding Company Constituent Documents and Shareholders' Agreement. The Holding Company Board of Directors shall determine the qualifications of the Chief Executive Officer, Chief Operating Officer, and Chief Financial Officer of Holding Company and will arrange to review presentations from and interview not less than three internationally recognized executive search firms with respect to recruiting of a Chief Executive Officer, Chief Operating Officer, and Chief Financial Officer of Holding Company. Following these presentations and interviews, the Holding Company Board of Directors will select an executive search firm by a majority vote and retain such firm in a search for a Chief Executive Officer, Chief Operating Officer, and Chief Financial Officer. The Chief Executive Officer, Chief Operating Officer, and Chief Financial Officer of Holding Company will be appointed by a majority of at least six members of the Holding Company Board of Directors. Following these initial appointments, the termination or appointment of any person to Chief Executive Officer of Holding Company will require the

affirmative vote of a majority of at least six members of the Holding Company Board of Directors, and the termination or appointment of any person to Chief Operating Officer or Chief Financial Officer of Holding Company will require the affirmative vote of a majority of at least five members of the Holding Company Board of Directors. Any member of senior management of Holding Company will be automatically removed from his or her position upon criminal conviction; provided, that the vacancy created by any such removal shall be filled as set forth herein.

**7.19. Transition Services Agreement.**

On or before the Effective Date, Holding Company and the Transition Services Company shall execute and deliver the Transition Services Agreement. The Transition Services Agreement shall have a term of three years and shall provide that, for so long as Holding Company Class B Stock is entitled to elect the chairperson of the Holding Company Board of Directors, Mr. Pellerano will be entitled to serve as chairperson. If Mr. Pellerano is unable to serve, then Transition Services Company shall have the right to appoint another individual to serve as chairperson of the Holding Company Board of Directors. In exchange for the services to be furnished under the Transition Services Agreement, Transition Services Company will receive 300,000 restricted shares of Holding Company Class B Stock, which will vest in equal quarterly installments over a three year period upon the satisfaction of the conditions described in the Transitions Services Agreement; provided, however, that all restricted shares of Holding Company Class B Stock will immediately vest upon a change of control of Holding Company. The Transition Services Company will be entitled to exercise the voting rights of the restricted shares of Holding Company Class B Stock upon their grant and will be entitled to receive dividends and other distributions with respect to the restricted shares of Holding Company Class B Stock prior to vesting, unless the restricted shares of Holding Company Class B Stock are forfeited.

**7.20. Options.**

On or before the Effective Date, as additional consideration for the provision of services in accordance with the terms of the Transition Services Agreement, the Transition Services Company shall receive the Options. The Options will vest in equal quarterly installments over three years following the execution of the Transition Services Agreement contingent upon (i) the continuing service of Mr. Pellerano, or any other individual appointed by Transition Services Company, as chairperson of the Holding Company Board of Directors, and (ii) satisfaction of the conditions described in the Options Agreement; provided, however, that all Options will vest immediately upon a change of control of Holding Company, as provided in the Options Agreement. The price, anti-dilution protection and all other conditions for the exercise of the Options are more particularly described in the Options Agreement. The Options will expire on the tenth anniversary of the Effective Date and will not carry any voting rights related to the Holding Company Stock to be issued pursuant to the Options.

**7.21. Causes of Action.**

Except as otherwise provided in this Plan, all Causes of Action assertable by any of the Debtors, including but not limited to Avoidance Actions, shall, upon the occurrence of the Effective Date,

be retained by, and be vested in, the Debtors, in accordance with this Plan. Except as otherwise provided in this Plan, the Debtors' rights to commence such Causes of Action (including Avoidance Actions) shall be preserved notwithstanding consummation of this Plan. **Parties in interest, including without limitation creditors, may not rely on the absence of a specific reference in this Plan or Disclosure Statement to any Cause of Action against them as any indication that the Debtors will not pursue any and all available Causes of Action against them. The Debtors and the Debtors' Estates expressly reserve all rights to prosecute any and all Causes of Action against any Person, except as otherwise provided in this Plan.**

**7.22. Sources of Cash for Plan Distributions.**

All Cash necessary for the Holding Company or the applicable Debtor to make payments and Plan Distributions pursuant to this Plan shall be obtained from the Debtors' existing Cash balances.

**7.23. Releases by the Debtors.**

Except as expressly provided below, as of the Effective Date, for good and valuable consideration, each of the Debtors in their individual capacities and as Debtors in Possession, shall be presumed conclusively to have forever released, waived and discharged all Causes of Action (other than the rights of the Debtors to enforce this Plan, the Plan Documents and any other contract, instrument, release, indenture and other agreements or documents delivered thereunder), 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 the Debtors, the Chapter 11 Cases or this Plan and that could have been asserted by the Debtors against (i) their respective current and former directors, officers, employees (other than for money borrowed from or owed to the Debtors or their respective subsidiaries by any such directors, officers or employees as set forth in the Debtors' books and records), agents, members, shareholders and professionals, excluding KPMG International and its affiliates, (ii) the GFN Parties, (iii) the Ad Hoc Committee and each of its individual members, (iv) each of the signatories to the Plan Support and Lock-Up Agreement, (v) the Affiliated Creditors, (vi) the Motorola Affiliates, and (vii) with respect to each of the foregoing, their respective Affiliates, current and former directors, officers, employees, agents, members, shareholders, and professionals, including but not limited to, legal and financial advisors.

**7.24. Releases by Holders of Claims and Equity Interests.**

**Each Consenting Releasing Party and the Motorola Affiliates shall be presumed conclusively to have released, waived and/or discharged any Cause of Action, 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 the Debtors, the Chapter 11 Cases or this Plan against (i) the Debtors, (ii) any of the Debtors' current and former directors, officers, employees, agents, members, shareholders and**

professionals, excluding KPMG International and its affiliates, (iii) the GFN Parties, (iv) the Ad Hoc Committee and each of its individual members, (v) each of the signatories to the Plan Support and Lock-Up Agreement, (vi) the Affiliated Creditors, (vii) the Motorola Affiliates, and (viii) with respect to each of the foregoing, their respective Affiliates, current and former officers, directors, employees, agents, members, shareholders, and professionals, including but not limited to, legal and financial advisors.

## **ARTICLE VIII.**

### **DISTRIBUTION PROCEDURES**

#### **8.1. Plan Distributions.**

The Holding Company or the applicable Reorganized Debtor shall make all Plan Distributions in accordance with the provisions of this Plan or as soon thereafter as possible. Whenever any Plan Distribution shall be due on a day other than a Business Day, such Plan Distribution shall instead be made, without interest, on the immediately succeeding Business Day, but shall be deemed to have been made on the date due. For federal income tax purposes, a Plan Distribution will be allocated to the principal amount of a Claim first and then, to the extent the Plan Distribution exceeds the principal amount of the Claim, to the portion of the Claim representing accrued but unpaid interest.

#### **8.2. Distribution Record Date.**

At the close of business on the Distribution Record Date, there shall be no further changes in the record holders of the Credit Suisse Existing Secured Claims or the Unsecured Financial Claims. The Reorganized Debtors and Holding Company shall have no obligation to recognize any transfer of any Credit Suisse Existing Secured Claims or Unsecured Financial Claims occurring after the Distribution Record Date and shall be entitled instead to recognize and deal for all purposes hereunder with only those record holders as of the close of business on the Distribution Record Date.

#### **8.3. Timing of Plan Distributions.**

Each Plan Distribution shall be made on the relevant Distribution Date therefor and shall be deemed to have been timely made if made on such date or within thirty (30) days thereafter; provided, however, no Plan Distribution shall be made on account of any Payment Opposition Claim until the corresponding Payment Opposition to which such Payment Opposition Claim is subject to is lifted or otherwise resolved by a court of competent jurisdiction.

#### **8.4. Address for Delivery of Plan Distributions.**

Subject to Bankruptcy Rule 9010, any Plan Distribution or delivery to a holder of an Allowed Claim shall be made at the address of such holder as set forth (a) in the Schedules, or if the requirement for filing Schedules has been waived, any one of the following: (b) on any proof of Claim filed by such holder, (c) in any notice of assignment filed with the Court with respect to such Claim pursuant to Bankruptcy Rule 3001(e), (d) in any notice served by such holder giving details of a change of address, (e) on any Ballot submitted in connection with this Plan, or (f) in

the case of the holders of 11 3/8% Senior Notes, to the applicable indenture trustee for distribution to the holders of such notes. If any holder's Plan Distribution or payment is returned to the Holding Company or the applicable Reorganized Debtor as undeliverable, no Plan Distributions or payments to such holder shall be made to such holder unless the Holding Company or the applicable Reorganized Debtor is notified of such holder's then current address within three months after such Plan Distribution was returned. After such date, if such notice was not provided, a holder shall have forfeited its right to such Plan Distribution, and the undeliverable Plan Distributions shall revert to the applicable Reorganized Debtor.

**8.5. Plan Distributions Under Twenty-Five Dollars.**

No Plan Distribution of less than twenty-five dollars (\$25.00) shall be made by the Holding Company or the applicable Debtor to the holder of any Claim unless a request therefor is made in writing to the Holding Company or the applicable Debtor. If no request is made as provided in the preceding sentence within ninety (90) days of the Effective Date, all such Plan Distributions shall revert to the Debtors.

**8.6. Time Bar to Cash Payments.**

Checks issued in respect of Allowed Claims shall be null and void if not negotiated within one hundred and eighty (180) days after the date of issuance thereof. Requests for reissuance of any voided check shall be made directly to the Holding Company or the applicable Debtor by the holder of the Allowed Claim with respect to which such check originally was issued. Any Claim in respect of such a voided check shall be made on or before the first anniversary of the date on which such Plan Distribution was made. If no Claim is made as provided in the preceding sentence, all Claims in respect of voided checks shall be discharged and forever barred and such unclaimed Plan Distributions shall revert to the Debtors.

**8.7. Manner of Payment Under this Plan.**

Unless the Person receiving a Plan Distribution agrees otherwise, any Plan Distribution to be made in Cash under this Plan shall be made, at the election of the Holding Company or the applicable Debtor, by check drawn on a domestic bank or by wire transfer from a domestic bank. Notwithstanding the definition of "Cash" in this Plan, cash payments to foreign creditors may be made, at the option of the Debtors, in such funds and by such means as are necessary or customary in a particular foreign jurisdiction.

**8.8. Expenses Incurred On or After the Effective Date and Claims of the Holding Company or the Debtors.**

Except as otherwise ordered by the Bankruptcy Court or as provided herein, the amount of any reasonable fees and expenses incurred (or to be incurred) by the Holding Company or the applicable Debtor on or after the Effective Date (including, but not limited to, taxes) shall be paid when due. Professional fees and expenses incurred by the Holding Company or the applicable Debtor from and after the Effective Date in connection with the effectuation of this Plan shall be paid in the ordinary course of business. Any dispute regarding compensation shall be resolved by agreement of the parties or if the parties are unable to agree, as determined by the Bankruptcy Court.

### **8.9. Fractional Plan Distributions.**

Notwithstanding anything to the contrary contained herein, no Cash payments of fractions of cents will be made. Fractional cents shall be rounded to the nearest whole cent (with any amount equal to or less than 0.5 cents to be rounded down). Fractional shares shall be rounded down to the next lower whole number of shares.

### **8.10. Surrender of Instruments.**

As a condition to receiving any Plan Distribution, on or before the Distribution Date, each holder of Claims shall surrender all certificates or instruments representing such Claims to the Holding Company or applicable Debtor, as the case may be, with respect to such debt, and shall execute and deliver such other documents as may be necessary to effectuate this Plan. No Plan Distribution shall be made to or on behalf of any holder of such Claims unless and until such certificate or instruments are surrendered to the Holding Company or applicable Debtor, as the case may be, or unless any relevant holder provides to the Holding Company or applicable Debtor, as the case may be, an affidavit of loss or such other documents as may be required by Holding Company or applicable Debtor, as the case may be, together with an appropriate indemnity in the customary form.

Each holder of (other than the Debtors), or other party otherwise in possession of (other than the Debtors), Existing Equity Interests shall surrender all certificates or instruments representing such Existing Equity Interests to Holding Company or the applicable Debtor, as the case may be, and shall execute and deliver such other documents as may be necessary to effectuate this Plan. Holders of, or any other party in possession of, Existing Tricom Equity Interests shall surrender all certificates or instruments representing the Cancelled Shares immediately upon the decision to cancel such shares is made by Tricom's shareholders as part of the Restructuring Dilution. Holders of, or any other party in possession of Existing Tricom Equity Interests that have not been cancelled or reduced by the Restructuring Dilution, shall, following completion of the Restructuring Dilution, surrender all certificates or instruments representing such Equity Interests. Upon the Effective Date, to the extent any holders of (other than the Debtors), or any other party otherwise in possession of (other than the Debtors), Equity Interests have not surrendered their respective certificates or instruments representing such Equity Interests, the Confirmation Order shall constitute an injunction directing such holders to surrender such certificates or instruments.

Any holder of a Claim or Equity Interest who fails to surrender such certificate or interest or otherwise fails to deliver an affidavit of loss and indemnity in accordance with this section 8.10 prior to the second anniversary of the Effective Date, shall be deemed to have forfeited its rights and Claims and Equity Interests. All property in respect of such forfeited Claims and Equity Interests shall revert to the Reorganized Debtors.

### **8.11. Plan Distributions After the Effective Date.**

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

## ARTICLE IX.

### **PROCEDURES FOR RESOLVING AND TREATING CONTESTED CLAIMS**

#### **9.1. Objection Deadline.**

Any objections to Claims, other than Administrative Claims, shall be served upon the holders of each Claim and filed as soon as practicable on or before the latest of (a) one hundred eighty (180) days after the Effective Date, (b) forty-five (45) days after a Claim is filed with the Bankruptcy Court or (c) such date as may be fixed by the Bankruptcy Court. Notwithstanding the forgoing, the Debtors and Reorganized Debtors reserve the right to object to Claims on the basis of classification and seek to reclassify any Claim until such time as the Final Decree is entered in the Chapter 11 Cases or as otherwise directed by the Bankruptcy Court.

#### **9.2. Prosecution of Contested Claims.**

The Debtors may object to the allowance of Claims filed with the Bankruptcy Court with respect to which liability is disputed in whole or in part. All objections that are filed and prosecuted as provided herein shall be litigated to Final Order or compromised and settled in accordance with Section 9.3.

#### **9.3. Claims Settlement Guidelines.**

Notwithstanding any requirements that may be imposed pursuant to Bankruptcy Rule 9019, from and after the Effective Date, all claims and Causes of Action (including Avoidance Actions) that the Holding Company or the applicable Debtor asserts against other parties may be compromised and settled according to the following procedures:

(a) Subject to subsection 9.3(b), the settlement or compromise of (i) a Claim pursuant to which such Claim is Allowed in an amount of \$100,000 or less; and (ii) a Claim where the difference between the amount of the Claim listed on the Debtors' Schedules, or if the requirement for filing Schedules has been waived, the applicable Debtor's books and records, and the amount of the Claim proposed to be Allowed under the settlement is \$100,000 or less, does not require the review or approval of the Bankruptcy Court or any other party in interest.

(b) Any settlement or compromise (i) not described in subsection 9.3(a) and (ii) of a claim or claims asserted by the Holding Company or applicable Debtor that involves an "insider," as defined in section 101(31) of the Bankruptcy Code, shall be submitted to the Bankruptcy Court for approval.

#### **9.4. No Plan Distributions Pending Allowance.**

Notwithstanding any other provision of this Plan, no payment or Plan Distribution shall be made with respect to any Claim to the extent it is a Contested Claim, unless and until such Contested Claim becomes an Allowed Claim, subject to the Debtors' setoff rights as provided in Section 14.16.

#### **9.5. Plan Distributions After Allowance.**

Payments and Plan Distributions to each holder of a Contested Claim, to the extent that such Claim ultimately becomes Allowed, shall be made in accordance with the provision of this Plan governing the class of Claims to which the respective holder belongs. Plan Distributions made after the Effective Date to holders of Contested Claims that are not Allowed Claims as of the Effective Date but which later become Allowed Claims will be deemed to have been made on the Effective Date.

#### **9.6. Estimation of Claims.**

The Holding Company or the applicable Debtor may, at any time, request that the Bankruptcy Court estimate any Contested Claim pursuant to section 502(c) of the Bankruptcy Code regardless of whether the Holding Company or the applicable Debtor has previously objected to such Claim or whether the Bankruptcy Court has ruled on any such objection, and the Bankruptcy Court will retain jurisdiction to estimate any Claim at any time during litigation concerning any objection to any Claim, including during the pendency of any appeal relating to any such objection. In the event that the Bankruptcy Court estimates any Contested Claim, that estimated amount will constitute either the Allowed amount of such Claim or a maximum limitation on such Claim, as determined by the Bankruptcy Court. If the estimated amount constitutes a maximum limitation on such Claim, the Holding Company or the applicable Debtor may elect to pursue any supplemental proceedings to object to any ultimate payment on such Claim. All of the objection, estimation, settlement, and resolution procedures set forth in this 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.

### **ARTICLE X.**

#### **CONDITIONS PRECEDENT TO CONFIRMATION OF THIS PLAN AND THE OCCURRENCE OF THE EFFECTIVE DATE**

#### **10.1. Conditions Precedent to Confirmation.**

The following are conditions precedent to confirmation of this Plan:

- (a) The Clerk of the Bankruptcy Court shall have entered an order or orders, which may be the Confirmation Order, approving the Disclosure Statement as containing “adequate information” pursuant to section 1125 of the Bankruptcy Code, approving the prepetition solicitation of votes with respect to this Plan, and determining that all such votes are binding and have been properly tabulated with acceptances or rejection of this Plan, confirming this Plan and determining that all applicable tests, standards, and burdens in connection therewith have been duly satisfied and met by the Debtors and this Plan, approving the Plan Documents, authorizing the Debtors to execute, enter into, and deliver the Plan Documents and to execute, implement, and to take all actions otherwise

necessary or appropriate to give effect to, the transactions contemplated by this Plan and the Plan Documents.

(b) The Confirmation Order, the Plan Documents, and this Plan shall be, in form and substance, acceptable to the Debtors, Ad Hoc Committee, and Affiliated Creditors.

**10.2. Conditions Precedent to the Occurrence of the Effective Date.**

The following are conditions precedent to the occurrence of the Effective Date:

- (a) The Confirmation Order shall have been entered by the Clerk of the Bankruptcy Court, shall be in full force and effect and not be subject to any stay or injunction;
- (b) The Confirmation Order has become a Final Order;
- (c) The Indotel Approval has been granted;
- (d) The Holding Company has been capitalized in accordance with Section 7.7 hereof;
- (e) Holding Company has obtained ownership of 99% or more of Tricom Stock; and
- (f) All of the Transaction Documents have been executed, issued and/or delivered, as applicable, by all of the relevant parties thereto.

**10.3. Waiver of Conditions.**

The Debtors with the consent of the Ad Hoc Committee and Affiliated Creditors may waive any one or more of the conditions set forth in Section 10.1 (other than the condition in paragraph (a) thereof) or Section 10.2 (other than the condition in paragraph (a) thereof) in a writing executed by each of them without notice or order of the Bankruptcy Court and without notice to any parties in interest.

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

If the Effective Date does not occur, notwithstanding Section 10.3, this Plan shall be null and void and nothing contained in this Plan shall: (a) constitute a waiver or release of any Claims against or Equity Interests in a Debtor; (b) prejudice in any manner the rights of the Debtors, including without limitation, the right to seek a further extension of the exclusivity periods under section 1121(d) of the Bankruptcy Code; or (c) constitute an admission, acknowledgement, offer or undertaking by the Debtors.

## ARTICLE XI.

### **CERTAIN PLAN DISTRIBUTION PROCEDURES**

#### **11.1. Powers and Duties.**

Pursuant to the terms and provisions of this Plan, the Holding Company or the applicable Debtor or Reorganized Debtor shall be empowered and directed to (a) take all steps and execute all instruments and documents necessary to make Plan Distributions to holders of Allowed Claims; (b) make Plan Distributions; (c) comply with this Plan and the obligations thereunder; (d) employ, retain, or replace professionals to represent it with respect to its responsibilities; (e) object to Claims as specified in Article IX hereof, and prosecute such objections; (f) compromise and settle any issue or dispute regarding the amount, validity, priority, treatment, or Allowance of any Claim as provided in Article IX hereof; (g) make annual and other periodic reports regarding the status of distributions under this Plan to the holders of Allowed Claims that are outstanding at such time; such reports to be made available upon request to the holders of any Contested Claim; and (h) exercise such other powers as may be vested in the Holding Company or the applicable Debtor pursuant to this Plan, the Plan Documents, or order of the Bankruptcy Court.

#### **11.2. Plan Distributions.**

Pursuant to the terms and provisions of this Plan, the Holding Company or the applicable Debtor shall make the required Plan Distributions specified under this Plan on the relevant Distribution Dates therefor.

#### **11.3. Exculpation.**

Except as otherwise provided in this Section 11.3, the Holding Company or the applicable Debtor, together with its officers, directors, employees, agents, and representatives, are hereby exculpated by all Persons, holders of Claims and Equity Interests, and all other parties in interest, from any and all Causes of Action, and other assertions of liability (including breach of fiduciary duty) arising out of the discharge of the powers and duties conferred upon the Holding Company or the applicable Debtor by this Plan, any Final Order of the Bankruptcy Court entered pursuant to or in the furtherance of this Plan, or applicable law, except solely for actions or omissions arising out of the Holding Company or the applicable Debtor's willful misconduct or gross negligence. No holder of a Claim or an Equity Interest, or representative thereof, shall have or pursue any Claim or Cause of Action (a) against the Holding Company or the applicable Debtor or its officers, directors, employees, agents, and representatives for making payments or Plan Distributions in accordance with this Plan, or (b) against any holder of a Claim for receiving or retaining payments or transfers of assets as provided for by this Plan. Nothing contained in this Section 11.3 shall preclude or impair any holder of an Allowed Claim from bringing an action in the Bankruptcy Court against the Holding Company or the applicable Debtor to compel the making of Plan Distributions contemplated by this Plan on account of such Claim.

## ARTICLE XII.

### **TREATMENT OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES**

#### **12.1. Executory Contracts and Unexpired Leases.**

Pursuant to section 365 of the Bankruptcy Code, any executory contracts or unexpired leases of the Debtors which have not been previously assumed or rejected or are not subject to a motion to reject on or before the Effective Date shall be deemed to be assumed by the Debtors on the Effective Date. Prior to the Effective Date, the Debtors shall continue to fully perform under and comply with all terms and provisions of all executory contracts and unexpired leases which (i) have not been rejected or (ii) are not the subject of a motion to reject such executory contract or unexpired lease.

#### **12.2. Assumption of Executory Contracts and Expired Leases.**

Except as otherwise provided in Section 12.3 herein, or in any contract, instrument, lease, release, indenture, or other agreement or document entered into in connection with this Plan, as of the Effective Date, each Debtor shall be deemed to have assumed each executory contract and unexpired lease to which it is a party including, without limitation, the Plan Support Agreement, unless such contract or lease (i) was previously assumed or rejected by a Debtor, (ii) previously expired or terminated pursuant to its own terms, or (iii) is the subject of a motion to reject filed on or before the Confirmation Date. The Confirmation Order shall constitute an order of the Bankruptcy Court under sections 365 and 1123(b) of the Bankruptcy Code approving the contract and lease assumptions or rejections described above, as of the Effective Date.

Each executory contract and unexpired lease that is assumed and relates to the use, ability to acquire or occupancy of real property shall include (a) all modifications, amendments, supplements, restatements, or other agreements made directly or indirectly by any agreement, instrument, or other document that in any manner affect such executory contract or unexpired lease and (b) all executory contracts or unexpired leases appurtenant to the premises, including all easements, licenses, permits, rights, privileges, immunities, options, rights of first refusal, powers, uses, usufructs, reciprocal easement agreements, vaults, tunnel or bridge agreements or franchises, and any other interests in real estate or rights *in rem* related to such premises, unless any of the foregoing agreements have been rejected pursuant to an order of the Bankruptcy Court.

Except as otherwise provided in the following sentence, all cure payments which may be required by section 365(b)(1) of the Bankruptcy Code under any executory contract or unexpired lease which is assumed under this Plan shall be made by the Debtors on the Effective Date or as soon as practicable thereafter. If there is a dispute regarding (i) the nature or amount of any cure, (ii) the ability of the Debtors or any assignee to provide “adequate assurance of future performance” (within the meaning of section 365 of the Bankruptcy Code) under the contract or lease to be assumed or (iii) any other matter pertaining to assumption, cure shall occur following the entry of a Final Order of the Bankruptcy Court resolving the dispute and approving the assumption or assumption and assignment, as the case may be.

### **12.3. Rejection of Executory Contracts and Unexpired Leases.**

Except for the rejection of any contract, instrument, lease, release, indenture or other agreement or document underlying Claims in Classes 3, 6, and 8 or the Equity Interests in Class 9, for which any Claims arising from such rejection shall be satisfied by the treatment afforded such Claims and Equity Interests under this Plan, none of the executory contracts and unexpired leases to which a Debtor is a party shall be rejected hereunder. The Debtors, however, reserve the right, at any time prior to the Confirmation Date, to seek, through separate motion or in connection with this Plan, to reject any executory contract or unexpired lease to which a Debtor is a party.

### **12.4. Claims Arising from Rejection or Termination.**

Claims created by the rejection of executory contracts or unexpired leases or the expiration or termination of any executory contract or unexpired lease prior to the Confirmation Date must be filed with the Bankruptcy Court and served on the Debtors (a) in the case of an executory contract or unexpired lease rejected by the Debtors prior to, or subject to a motion for authority to reject filed prior to, the Confirmation Date, or (b) in the case of an executory contract or unexpired lease that (i) was terminated or expired by its terms prior to the Confirmation Date, or (ii) is rejected pursuant to Section 12.3, except to the extent such claims are satisfied by treatment under this Plan as set forth in Section 12.3, no later than thirty (30) days after the Confirmation Date. **Any such Claims for which a proof of Claim is not filed and served within such time will be forever barred from assertion and shall not be enforceable against the Debtors, their Estates, Assets, properties, or interests in property, or against the property of a third party that receives payment of such Claim.** Unless otherwise ordered by the Bankruptcy Court, all such Claims that are timely filed as provided herein shall be treated as General Unsecured Claims under this Plan subject to objection by the Debtors.

## **ARTICLE XIII.**

### **RETENTION OF JURISDICTION**

Pursuant to sections 105(a) and 1142 of the Bankruptcy Code, the Bankruptcy Court shall retain and shall have exclusive jurisdiction over any matter (a) arising under the Bankruptcy Code, (b) arising in or related to the Chapter 11 Cases or this Plan, or (c) that relates to the following:

(a) To hear and determine any and all motions or applications pending on the Confirmation Date or thereafter brought in accordance with Article XII hereof for the assumption and/or assignment or rejection of executory contracts or unexpired leases to which any of the Debtors is a party or with respect to which any of the Debtors may be liable, and to hear and determine any and all Claims and any related disputes (including, without limitation, the exercise or enforcement of setoff or recoupment rights, or rights against any third party or the property of any third party resulting therefrom or from the expiration, termination or liquidation of any executory contract or unexpired lease);

(b) To 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 this Plan, may be instituted by the Holding Company or the applicable Debtor or the Debtors, as applicable, after the Effective Date;

(c) To 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 Contested Claim in whole or in part;

(d) To issue such orders in aid of execution of this Plan to the extent authorized or contemplated by section 1142 of the Bankruptcy Code;

(e) To consider any modifications of this Plan, remedy any defect or omission, or reconcile any inconsistency in any order of the Bankruptcy Court, including, without limitation, the Confirmation Order;

(f) To hear and determine all Fee Applications and applications for allowances of compensation and reimbursement of any other fees and expenses authorized to be paid or reimbursed under this Plan, the Bankruptcy Code or any Bankruptcy Court Order;

(g) To hear and determine all controversies, suits, and disputes that may relate to, impact upon, or arise in connection with this Plan, the Plan Documents or their interpretation, implementation, enforcement, or consummation;

(h) To hear and determine all controversies, suits, and disputes that may relate to, impact upon, or arise in connection with the Confirmation Order (and all Plan Documents) or its interpretation, implementation, enforcement, or consummation;

(i) To the extent that Bankruptcy Court approval is required, to consider and act on the compromise and settlement of any Claim or cause of action by, on behalf of, or against the Estates;

(j) To determine such other matters that may be set forth in this Plan, or the Confirmation Order, or that may arise in connection with this Plan, or the Confirmation Order;

(k) To hear and determine matters concerning state, local, and federal taxes, fines, penalties, or additions to taxes for which the Debtors, the Debtors in Possession, or the Holding Company or the applicable Debtor may be liable, directly or indirectly, in accordance with sections 346, 505, and 1146 of the Bankruptcy Code;

(l) To 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 the Debtors or any Person;

(m) To hear and determine all controversies, suits, and disputes that may relate to, impact upon, or arise in connection with Causes of Action of the Debtors (including

Avoidance Actions) commenced by the Holding Company or the applicable Debtor or the Debtors, as applicable, before or after the Effective Date;

(n) To hear and determine all controversies regarding the statutory subordination of any Claim pursuant to sections 510(b) and 510(c) of the Bankruptcy Code at any time after the entry of the Confirmation Order;

(o) To enter an order or final decree closing the Chapter 11 Cases;

(p) To issue injunctions, enter and implement other orders or take such other actions as may be necessary or appropriate to restrain interference by any Person with consummation, implementation or enforcement of this Plan or the Confirmation Order; and

(q) To hear and determine any other matters related hereto and not inconsistent with chapter 11 of the Bankruptcy Code.

## **ARTICLE XIV.**

### **MISCELLANEOUS PROVISIONS**

#### **14.1. Payment of Statutory Fees.**

All fees payable pursuant to section 1930 of title 28 of the United States Code, as determined by the Bankruptcy Court at the Confirmation Hearing, shall be paid by the Debtors on or before the Effective Date.

#### **14.2. Satisfaction of Claims.**

The rights afforded in this Plan and the treatment of all Claims and Equity Interests herein shall be in exchange for and in complete satisfaction, discharge, and release of all Claims and Equity Interests of any nature whatsoever, including any interest accrued thereon from and after the Petition Date, against the Debtors and the Debtors in Possession, or any of their Estates, Assets, properties, or interests in property. Except as otherwise provided herein, on the Effective Date, all Claims against and Equity Interests in the Debtors and the Debtors in Possession shall be satisfied, discharged, and released in full. The Debtors shall not be responsible for any pre-Effective Date obligations of the Debtors or the Debtors in Possession, except those expressly assumed by any of the Debtors in this Plan. Except as otherwise provided herein, all Persons shall be precluded and forever barred from asserting against the Debtors, their respective successors or assigns, or their Estates, Assets, properties, or interests in property any other or further Claims based upon any act or omission, transaction, or other activity of any kind or nature that occurred prior to the Effective Date, whether or not the facts of or legal bases therefor were known or existed prior to the Effective Date.

#### **14.3. Third Party Agreements; Subordination.**

The Plan Distributions to the various classes of Claims 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 of such rights and any agreements relating thereto shall remain in full force and effect. Plan Distributions under this Plan shall be subject to and modified by any Final Order directing distributions other than as provided in this Plan. The right of the Debtors to seek subordination of any Claim pursuant to section 510 of the Bankruptcy Code is fully reserved, and the treatment afforded any Claim that becomes subordinated at any time shall be modified to reflect such subordination.

#### **14.4. Exculpation.**

None of the Debtors, or any of their respective, members, officers, directors, employees, agents, representatives, advisors, attorneys, successors and assigns shall be liable for any Cause of Action arising in connection with or out of the administration of the Chapter 11 Cases, pursuit of confirmation of this Plan, the consummation of this Plan, or the administration of this Plan or the property to be distributed under this Plan, except for gross negligence or willful misconduct as determined by 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 this Plan.

All obligations of the Debtors to indemnify and hold harmless their respective current and former directors, officers and employees, whether arising under the Debtors' constituent documents, contract, law or equity, shall be assumed by the Debtors upon the occurrence of the Effective Date with the same effect as though such obligations constituted executory contracts that are assumed under section 365 of the Bankruptcy Code, and all such obligations shall be fully enforceable on their terms from and after the Effective Date.

#### **14.5. Discharge of Liabilities.**

Except as otherwise provided in this Plan, all holders of Claims and Equity Interests shall be precluded from asserting against the Debtors, the Assets, or any property dealt with under this Plan, any or other further Claim based upon any act or omission, transaction, or other activity of any kind or nature that occurred prior to the Effective Date.

#### **14.6. Notices.**

Any notices, requests, and demands required or permitted to be provided under this Plan, in order to be effective, shall be in writing (including, without express or implied limitation, by facsimile transmission), and, unless otherwise expressly provided herein, shall be deemed to have been duly given or made when actually delivered or, in the case of notice by facsimile transmission, when received and telephonically confirmed, addressed as follows:

Tricom, S.A., Tricom USA, or TCN  
Attention: Héctor Castro Noboa, President  
Avenida Lope de Vega, No. 95  
Santo Domingo, Republica Dominicana  
Telephone: (809) 476-4500  
Facsimile: (809) 476-6700

Counsel for the Debtors and Debtors in Possession  
Morrison & Foerster LLP  
1290 Avenue of the Americas  
New York, New York 10104-0050  
Attention: Larren M. Nashelsky, Esq.  
Telephone: (212) 468-8000  
Facsimile: (212) 468-7900  
Email: lnashelsky@mofo.com

Counsel for the Ad Hoc Committee of Creditors  
Manatt, Phelps & Phillips, LLP  
11355 West Olympic Boulevard  
Los Angeles, California 90064  
Attention: Alan M. Feld, Esq.  
Telephone: (310) 312-4153  
Facsimile: (310) 996-6994  
Email: afeld@manatt.com

Counsel for the Affiliated Creditors  
White & Case LLP  
200 South Biscayne Boulevard  
Suite 400  
Miami, Florida 33131  
Attention: John K. Cunningham, Esq.  
Telephone: (305) 995-5252  
Facsimile: (305) 358-5744  
Email: jcunningham@whitecase.com

#### **14.7. Headings.**

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

#### **14.8. Governing Law.**

Unless a rule of law or procedure is supplied by federal law (including the Bankruptcy Code and the Bankruptcy Rules), the laws of the State of New York, without giving effect to the conflicts of laws principles thereof, shall govern the construction of this Plan and any agreements, documents, and instruments executed in connection with this Plan, except as otherwise expressly provided in such instruments, agreements, or documents.

#### **14.9. Expedited Determination.**

The Holding Company or the applicable Debtor is hereby authorized to file a request for expedited determination under section 505(b) of the Bankruptcy Code for all tax returns filed with respect to the Debtors.

#### **14.10. Exemption from Transfer Taxes.**

Pursuant to section 1146(c) of the Bankruptcy Code, the issuance, transfer, or exchange of notes or equity securities under this Plan, the creation of any mortgage, deed of trust, lien, pledge, or other security interest, the making or assignment of any lease or sublease, or the making or delivery of any deed or other instrument of transfer under, in furtherance of, or in connection with this Plan, shall not be subject to any stamp, real estate transfer, mortgage recording, or other similar tax. All sale transactions, if any, consummated by the Debtors and approved by the Bankruptcy Court on and after the Petition Date through and including the Effective Date, including, without limitation, the transfers effectuated under this Plan, the sale by the Debtors of owned property pursuant to section 363(b) of the Bankruptcy Code, and the assumption, assignment and sale by the Debtors of unexpired leases of non-residential real property pursuant to section 365(a) of the Bankruptcy Code, will be deemed to have been made under, in furtherance of, or in connection with this Plan and, thus, will not be subject to any stamp, real estate transfer, mortgage recording or other similar tax.

#### **14.11. Retiree Benefits.**

Pursuant to section 1129(a)(13), on and after the Effective Date, the Debtors shall continue payment of all retiree benefits, if any, as that term is defined in section 1114 of the Bankruptcy Code.

#### **14.12. Notice of Entry of Confirmation Order and Relevant Dates.**

Promptly upon entry of the Confirmation Order, the Debtors 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 this Plan, including, but not limited to, the deadline for filing notice of Administrative Claims (Section 5.2), and the deadline for filing rejection damage Claims (Section 12.4).

#### **14.13. Interest and Attorneys' Fees.**

Post-petition interest will accrue and be paid on Claims only to the extent specifically provided for in this Plan, 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.

#### **14.14. Modification of this Plan.**

As provided in section 1127 of the Bankruptcy Code, modification of this Plan may be proposed in writing by the Debtors at any time before confirmation, following consultation with the Ad Hoc Committee and the Affiliated Creditors, provided that this Plan, as modified, meets the

requirements of sections 1122 and 1123 of the Bankruptcy Code, and the Debtors shall have complied with section 1125 of the Bankruptcy Code. The Debtors may modify this Plan at any time after confirmation and before substantial consummation, provided that this Plan, as modified, meets the requirements of sections 1122 and 1123 of the Bankruptcy Code and the Bankruptcy Court, after notice and a hearing, confirms this Plan as modified, under section 1129 of the Bankruptcy Code, and the circumstances warrant such modifications. A holder of a Claim that has accepted this Plan shall be deemed to have accepted such Plan as modified if the proposed alteration, amendment, or modification does not materially and adversely change the treatment of the Claim or Equity Interest of such holder.

#### **14.15. Revocation of Plan.**

The Debtors reserve the right to revoke and withdraw this Plan with respect to any one or more of the Debtors prior to the occurrence of the Effective Date. If the Debtors revoke or withdraw this Plan with respect to any one or more of the Debtors, or if the Effective Date does not occur as to any Debtor, then, as to such Debtor, this Plan and all settlements and compromises set forth in this Plan shall be deemed null and void and nothing contained herein and no acts taken in preparation for consummation of this Plan shall be deemed to constitute a waiver or release of any Claims against or Equity Interests in such Debtor or to prejudice in any manner the rights of any of the Debtors or any other Person in any other further proceedings involving such Debtor.

#### **14.16. Setoff Rights.**

In the event that any Debtor has a Claim of any nature whatsoever against the holder of a Claim against any Debtor, then any Debtor may, but is not required to, setoff against the Claim (and any payments or other Plan Distributions to be made in respect of such Claim hereunder) any Debtor's Claim against such holder, subject to the provisions of section 553 of the Bankruptcy Code. Neither the failure to setoff nor the allowance of any Claim under this Plan shall constitute a waiver or release of any Claims that any Debtor may have against the holder of any Claim.

#### **14.17. Compliance with Tax Requirements.**

In connection with this Plan, the Debtors and the Holding Company or the applicable Debtor, as applicable, 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 above, each holder of an Allowed Claim that is to receive a Plan Distribution under this Plan 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 Holding Company or the applicable Debtor has the right, but not the obligation, to not make a Plan Distribution until such holder has made arrangements satisfactory to the Holding Company or the applicable Debtor for payment of any such tax obligations.

#### **14.18. Recognition of Guaranty Rights.**

The classification and manner of satisfying all Claims under this Plan take into consideration (a) the existence of guaranties by the Debtors of obligations of other Persons, and (b) the fact that

the Debtors may be joint obligors with other Persons with respect to an obligation. All Claims against the Debtors based upon any such guaranties or joint obligations shall be discharged in the manner provided in this Plan; provided, that no creditor shall be entitled to receive more than one recovery with respect to any of its Allowed Claims.

**14.19. Compliance with All Applicable Laws.**

If notified by any governmental authority that it is in violation of any applicable law, rule, regulation, or order of such governmental authority relating to its businesses, the Debtors or the Holding Company or the applicable Debtor, as applicable, shall take whatever action as may be required to comply with such law, rule, regulation, or order; provided, that nothing contained herein shall require such compliance if the legality or applicability of any such requirement is being contested in good faith, and, if appropriate, an adequate reserve for such requirement has been set aside.

**14.20. Injunctions.**

On the Effective Date and except as otherwise provided herein, all Persons who have been, are, or may be holders of Claims against or Equity Interests in the Debtors shall be permanently enjoined from taking any of the following actions against or affecting the Debtors, the Estates, the Assets, or the Holding Company or the applicable Debtor, or any of their respective directors, officers, employees, agents, members, shareholders and professionals, successors and assigns or their respective assets and property with respect to such Claims or Equity Interests (other than actions brought to enforce any rights or obligations under this Plan):

- (a) commencing, conducting or continuing in any manner, directly or indirectly, any suit, action or other proceeding of any kind (including, without limitation, all suits, actions, and proceedings that are pending as of the Effective Date, which must be withdrawn or dismissed with prejudice);
- (b) enforcing, levying, attaching, collecting or otherwise recovering by any manner or means, whether directly or indirectly, any judgment, award, decree or order;
- (c) creating, perfecting or otherwise enforcing in any manner, directly or indirectly, any encumbrance; and
- (d) asserting any setoff, right of subrogation or recoupment of any kind; provided, that any defenses, offsets or counterclaims which the Debtors may have or assert in respect of the above referenced Claims are fully preserved in accordance with Section 14.16.

**14.21. Binding Effect.**

This Plan shall be binding upon and inure to the benefit of the Debtors, the holders of all Claims and Equity Interests, and their respective successors and assigns. To the extent any provision of any disclosure statement delivered pursuant to section 1125 of the Bankruptcy Code or any other solicitation document may be inconsistent with the terms of this Plan, the terms of this Plan shall be binding and conclusive.

**14.22. Severability.**

**SHOULD THE BANKRUPTCY COURT DETERMINE THAT ANY PROVISION OF THIS PLAN IS UNENFORCEABLE EITHER ON ITS FACE OR AS APPLIED TO ANY CLAIM OR EQUITY INTEREST OR TRANSACTION, THE DEBTORS MAY MODIFY THIS PLAN IN ACCORDANCE WITH SECTION 14.14 SO THAT SUCH PROVISION SHALL NOT BE APPLICABLE TO THE HOLDER OF ANY CLAIM OR EQUITY INTEREST. SUCH A DETERMINATION OF UNENFORCEABILITY SHALL NOT (A) LIMIT OR AFFECT THE ENFORCEABILITY AND OPERATIVE EFFECT OF ANY OTHER PROVISION OF THIS PLAN OR (B) REQUIRE THE RESOLICITATION OF ANY ACCEPTANCE OR REJECTION OF THIS PLAN.**

Dated: January 28, 2008

Respectfully submitted,

**Tricom, S.A.**

By: /s/ Héctor Castro Noboa

Name: Héctor Castro Noboa

Title: President

**TCN Dominicana, S.A.**

By: /s/ Héctor Castro Noboa

Name: Héctor Castro Noboa

Title: President

**Tricom USA, Inc.**

By: /s/ Héctor Castro Noboa

Name: Héctor Castro Noboa

Title: President

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