

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

In re:	:	Chapter 11
	:	
Limitless Mobile, LLC,	:	Case No. 16-12685 (KJC)
	:	
Debtor.	:	
	:	

**FIRST AMENDED PLAN OF REORGANIZATION OF
LIMITLESS MOBILE, LLC**

Dated: October 2, 2017

AS PROPOSED BY THE DEBTOR

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INTRODUCTION

This Chapter 11 Plan (as may be amended or modified hereafter in accordance with its terms, the “Plan”), dated as of October 2, 2017 is proposed by debtor Limitless Mobile, LLC (the “Debtor”). Reference is made to the Disclosure Statement, filed on October __, 2017, accompanying the Plan for a discussion of the Debtor’s history, business, results of operations, historical financial information, properties, projections for future operations and risk factors, a summary and analysis of the Plan, and certain related matters.

This Plan contemplates two possible scenarios: the reorganization of the Debtor as a going concern or, if that is not achievable, a sale and orderly liquidation of the Debtor.

SUBJECT TO CERTAIN RESTRICTIONS AND REQUIREMENTS SET FORTH IN SECTION 1127 OF THE BANKRUPTCY CODE, BANKRUPTCY RULE 3019 AND THE PLAN, THE DEBTOR RESERVES THE RIGHT TO ALTER, AMEND, MODIFY, REVOKE OR WITHDRAW THE PLAN PRIOR TO ITS SUBSTANTIAL CONSUMMATION.

Capitalized terms used herein shall have the meanings set forth in Article I hereof. Claims against, and Interests in, the Debtor (other than Administrative Claims and Priority Tax Claims) are classified in Article II hereof and treated in Article III hereof.

ARTICLE I. DEFINITIONS, INTERPRETATION, AND EXHIBITS.

Section 1.01. Definitions.

Unless the context requires otherwise, the following terms shall have the following meanings whether presented in the Plan or the Disclosure Statement with initial capital letters or otherwise. As used herein:

“Administrative Claim” means a Claim for: (a) any cost or expense of administration (including, without limitation, the Professional Fee Claims) of the Chapter 11 Case asserted or arising under sections 503, 507(a)(1), 507(b) or 1114(e)(2) of the Bankruptcy Code including, but not limited to (i) any actual and necessary post-Petition Date cost or expense of preserving the Debtor’s Estate or operating the Debtor, (ii) any post-Petition Date cost, indebtedness or contractual obligation duly and validly incurred or assumed by the Debtor in the ordinary course of its business, (iii) compensation or reimbursement of expenses of Professionals to the extent Allowed by the Bankruptcy Court under sections 330(a) or 331 of the Bankruptcy Code, and (iv) all Allowed Claims that are entitled to be treated as Administrative Claims pursuant to a Final Order of the Bankruptcy Court under section 546 of the Bankruptcy Code, including but not limited to the Administrative Claim of Tower Bridge pursuant to the DIP Loan; and (b) any fees or charges assessed against the Debtor’s Estate under section 1930 of title 28 of the United States Code.

“Additional Cash Distribution” means an additional \$1.5 million to be distributed to Holders of Allowed Class 6 General Unsecured Claims pursuant to Section 3.10(e) hereof under a reorganization.

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

“Allowed” means, with reference to any Claim, (a) any Claim against the Debtor that has been listed by the Debtor in the Schedules, as such Schedules may have been amended by the Debtor from time to time in accordance with Bankruptcy Rule 1009, as liquidated in amount and not Disputed or contingent, and with respect to which no contrary Proof of Claim has been filed, (b) any Claim specifically allowed under the Plan, (c) any Claim the amount or existence of which has been determined or allowed by a Final Order, or (d) any Claim as to which a Proof of Claim has been timely filed before the Bar Date, provided that at the time of the Effective Date the Debtor has not identified such Claim as being objectionable in part or in whole and no Objection to the allowance thereof has been filed by the Claims Objection Deadline; provided, however, that the term Allowed, with reference to any Claim, shall not include (x) any unliquidated Claim or (y) interest or attorneys’ fees on or related to any Claim that accrues from and after the Petition Date unless otherwise expressly provided for in the Plan. For the avoidance of doubt, if a Creditor filed a Proof of Claim, all Claims listed by the Debtor in the Schedules for such Creditor are superseded by such Proof of Claim pursuant to Bankruptcy Rule 3003(c)(4).

“Allowed Claim” means a Claim that is Allowed.

“Allowed Interest” means an Interest that is Allowed.

“Avoidance Actions” means any and all Causes of Action which a trustee, debtor in possession, the Estate or other appropriate party in interest may assert under sections 502, 510, 541, 542, 543, 544, 545, 547, 548, 549, 550, 551, or 553 of the Bankruptcy Code (other than those which are released or dismissed as part of and pursuant to the Plan) or under other similar or related state or federal statutes or common law, including fraudulent conveyance laws.

“Ballot” means the form of ballot to be provided to Holders of claims in classes which are entitled to vote on the Plan, upon which such Holder shall, among other things, indicate their acceptance or rejection of the Plan in accordance with the instructions regarding voting. The Ballots provided to Bondholders shall be formatted with respect to the Bonds and Bondholders.

“Bankruptcy Code” means the Bankruptcy Reform Act of 1978, as codified in title 11 of the United States Code, 11 U.S.C. §§ 101 et seq., as in effect on the Petition Date, together with all amendments and modifications thereto that subsequently may be made applicable to the Chapter 11 Case.

“Bankruptcy Court” means the United States Bankruptcy Court for the District of Delaware or, if such court ceases to exercise jurisdiction over these proceedings, the court or adjunct thereof that exercises jurisdiction over the Chapter 11 Case.

“Bankruptcy Rules” means: (a) the Federal Rules of Bankruptcy Procedure and the Official Bankruptcy Forms, as amended and promulgated under section 2075 of title 28 of the United States Code; (b) the Federal Rules of Civil Procedure, as amended and promulgated under section 2072 of title 28 of the United States Code; (c) any local rules applicable to the Bankruptcy Court; and (d) any standing orders governing practice and procedure issued by the Bankruptcy Court, each as in effect on the Petition Date, together with all amendments and

modifications thereto that were subsequently made applicable to the Chapter 11 Case or proceedings therein, as the case may be.

“Bar Date” means the applicable bar date by which a Proof of Claim must be, or must have been, filed, as established by an order of the Bankruptcy Court.

“Business Day” means any day which is not a Saturday, a Sunday, a “legal holiday” as defined in Bankruptcy Rule 9006(a), or a day on which banking institutions in the State of Delaware are authorized or obligated by law, executive order or governmental decree to be closed.

“Cash” means money, currency and coins, negotiable checks, balances in bank accounts and other lawful currency of the United States of America and its equivalents.

“Causes of Action” means any and all actions, Claims, rights, defenses, third-party claims, damages, executions, demands, crossclaims, counterclaims, suits, choses in action, controversies, agreements, promises, rights to legal remedies, rights to equitable remedies, rights to payment and claims whatsoever, whether known, unknown, reduced to judgment, not reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, Disputed, undisputed, secured or unsecured and whether asserted or assertable directly, indirectly or derivatively, at law, in equity or otherwise, accruing to the Debtor, including, but not limited to, the Avoidance Actions.

“Chapter 11 Case” means the case under chapter 11 of the Bankruptcy Code commenced by the Debtor in the Bankruptcy Court on the Petition Date.

“Claim” shall have the meaning set forth in section 101(5) of the Bankruptcy Code.

“Claimant” means a person or entity holding a Claim or Interest (including their successors, assigns, heirs, executors or personal representatives).

“Claims Agent” means Rust Consulting/Omni Bankruptcy.

“Claims Objection Deadline” means the latest of: (a) 90 days after the Effective Date; (b) 60 days after the date on which any Claim is filed; or (c) such other date as may be fixed by the Bankruptcy Court, whether fixed before or after the date specified in clauses (a) and (b) above.

“Class” means each class, subclass or category of Claims or Interests as classified in Article II of the Plan.

“Confirmation” means the entry by the Bankruptcy Court of the Confirmation Order.

“Confirmation Date” means the date on which the Clerk of the Bankruptcy Court enters the Confirmation Order on the docket of the Bankruptcy Court with respect to the Chapter 11 Case.

“Confirmation Hearing” means the hearing held before the Bankruptcy Court to consider confirmation of the Plan pursuant to sections 1128 and 1129 of the Bankruptcy Code.

“Committee” means the official committee of unsecured creditors in this Chapter 11 Case appointed by the United States Trustee.

“Committee Adversary Proceeding” means adversary proceeding number 17-50881 commenced by the Committee on July 14, 2017 through the Committee’s complaint against RUS and Tower Bridge.

“Confirmation Order” means the order entered by the Bankruptcy Court confirming the Plan pursuant to section 1129 of the Bankruptcy Code.

“Convenience Class Claim” means a General Unsecured Claim that is below \$1,000. For Creditors for which more than one General Unsecured Claim is listed in the Debtor’s schedules or for which more than one proof of claim has been filed, such Claims shall only be considered Convenience Class Claims to the extent the aggregate amount of the Claims held by such Creditor is below \$1,000.

“Creditor” means any Person that is the Holder of any Claim against any the Debtor.

“Day(s)” means, unless expressly otherwise provided, calendar day(s).

“Debtor” means Limitless Mobile, LLC, debtor and debtor-in-possession in this Chapter 11 Case.

“DIP Lender” means Tower Bridge.

“DIP Loan” means the post-petition financing extended by Tower Bridge to the Debtor pursuant to the *Final Order (I) Authorizing Debtor to Obtain Postpetition Financing Pursuant to Sections 363 and 364 of the Bankruptcy Code and (II) Granting Administrative Priority Claims to DIP Lender Pursuant to Section 364 of the Bankruptcy Code* [Docket No. 111] and subsequent Final Orders entered by the Bankruptcy Court.

“Disallowed” means, with respect to any Claim or Interest or portion thereof, any Claim against or Interest in the Debtor which: (a) has been withdrawn, in whole or in part, by agreement of the Debtor and the Holder thereof; (b) has been withdrawn, in whole or in part, by the Holder thereof; or (c) has been disallowed, in whole or part, by Final Order of a court of competent jurisdiction. In each case a Disallowed Claim or a Disallowed Interest is disallowed only to the extent of disallowance or withdrawal.

“Disclosure Statement” means the Debtor’s First Amended Disclosure Statement with Respect to the Chapter 11 Plan filed on October ___, 2017, including all exhibits, appendices, schedules and annexes, if any, attached thereto, as submitted by the Debtor, as the same may be altered, amended, supplemented or modified from time to time, and which was prepared and distributed in accordance with sections 1125 and 1126(b) of the Bankruptcy Code and Bankruptcy Rule 3018.

“Disputed Claim” means a Claim, or any portion thereof, that is Disputed. For purposes of the Plan, a Claim that has been neither Allowed nor Disallowed shall be considered a Disputed Claim.

“Effective Date” means the Reorganization Effective Date or Liquidation Effective Date, as applicable.

“Entity” means any individual, corporation, limited or general partnership, joint venture, association, joint stock company, limited liability company, estate, trustee, United States Trustee, unincorporated organization, government, governmental unit (as defined in the Bankruptcy Code), agency or political subdivision thereof.

“Estate” means the estate created in the Chapter 11 Case pursuant to section 541 of the Bankruptcy Code upon commencement of the Chapter 11 Case.

“Final Decree” means the final decree entered by the Bankruptcy Court after the Effective Date and pursuant to section 350(a) of the Bankruptcy Code and Bankruptcy Rule 3022.

“Final Order” means an order or judgment of the Bankruptcy Court, or other court of competent jurisdiction, as entered on the docket of such court, the operation or effect of which has not been stayed, reversed, vacated, modified or amended, and as to which order or judgment (or any revision, modification, or amendment thereof) of the time to appeal, petition for certiorari, or seek review or rehearing has expired and as to which no appeal, petition for certiorari, or petition for review or rehearing was filed or, if filed, remains pending; provided, however, that the possibility that a motion may be filed pursuant to Rules 9023 or 9024 of the Bankruptcy Rules or Rules 59 or 60(b) of the Federal Rules of Civil Procedure shall not mean that an order or judgment is not a Final Order.

“General Unsecured Claims” means all Claims, including Rejection Claims, that are not Administrative Claims, Priority Tax Claims, Class 1 Claims, Class 2 Claims, Class 3 Claims, Class 4 Claims, or Class 5 Claims.

“Holder” means an Entity holding a beneficial interest in a Claim or Interest and, when used in conjunction with a Class or type of Claim or Interest, means a holder of a beneficial interest in a Claim or Interest in such Class or of such type.

“Impaired” means, when used with reference to a Claim or Interest, a Claim or Interest that is impaired within the meaning of section 1124 of the Bankruptcy Code.

“Impaired Claim” means a Claim which is Impaired.

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

“Interests” means an equity interest in the Debtor or the right to acquire the same.

“Liens” means, with respect to any asset or Property (or the rents, revenues, income, profits or proceeds therefrom), and in each case, whether the same is consensual or

nonconsensual or arises by contract, operation of law, legal process or otherwise: (a) any and all mortgages, liens, pledges, attachments, charges, leases evidencing a capitalizable lease obligation, conditional sale or other title retention agreement, or other security interest or encumbrance or other legally cognizable security devices of any kind in respect of any asset or Property, or upon the rents, revenues, income, profits or proceeds therefrom; or (b) any arrangement, express or implied, under which any Property is transferred, sequestered or otherwise identified for the purpose of subjecting or making available the same for the payment of debt or performance of any other obligation in priority to the payment of General Unsecured Creditors.

“Liquidating Debtor” means the Debtor on and after the Liquidation Effective Date. Except as otherwise provided in the Plan, the Liquidating Debtor shall continue to exist as a separate legal entity, but shall not engage in any business activities or take any actions, except those necessary or appropriate to wind up the affairs of the Debtor, and shall take all commercially reasonable efforts to dissolve itself under applicable law and file with the Office of the appropriate Secretary of State a certificate of dissolution and/or an out of existence certificate and/or any other similar type document.

“Liquidating Trust” means the grantor trust to be created on or immediately prior to the Liquidation Effective Date in accordance with the provisions of Section 5.02(c) hereof and the Liquidating Trust Agreement.

“Liquidating Trust Agreement” means the trust agreement that documents the powers, duties, and responsibilities of the Liquidating Trustee, which agreement shall be in form and substance acceptable to the Debtor and the Committee, The Liquidating Trust Agreement shall be filed with the Bankruptcy Court within sixty (60) days of the Debtor filing the Notice of Liquidation and shall be subject to approval by the Bankruptcy Court.

“Liquidating Trust Assets” means (a) if the Liquidation Effective Date occurs, (i) any and all Retained Avoidance Actions and any products and proceeds thereof, and any and all other Causes of Action and any products and proceeds thereof, and (ii) any and all property of the Debtor’s Estate under section 541 of the Bankruptcy Code that exists as of the Liquidation Effective Date, including the Net Spectrum Proceeds and the proceeds of any other Property that is sold by the Debtor or (b) if the Reorganization Effective Date occurs, the Reorganization Proceeds.

“Liquidating Trustee” means the individual designated as the Liquidating Trustee under the Liquidating Trust Agreement.

“Liquidation Alternative” means the sale and orderly liquidation of the Debtor and establishment of the Liquidating Trust in accordance with Section 5.02 hereof.

“Liquidation Effective Date” means the first Business Day following the date on which all conditions to consummation set forth in Article VII of the Plan have been satisfied or waived (if capable of being duly and expressly waived), provided that no stay of the Confirmation Order is then in effect.

“Marshalling Proceeding” is defined in Section 5.03 hereof.

“Net Spectrum Proceeds” means the Spectrum Proceeds net of payment of any amounts authorized herein.

“Non-Insider” means a Person who is not an Insider.

“Non-Insider Avoidance Actions” means Avoidance Actions against Non-Insiders.

“Notice of Liquidation” means a notice, to be filed with the Bankruptcy Court by the Debtor on or before the ninety-first (91st) day following the Confirmation Date, indicating the Debtor’s intention to implement the Liquidation Alternative as set forth in Section 5.02 hereof.

“Objection” means any objection, application, motion, complaint or any other legal proceeding seeking, in whole or in part, to Disallow, determine, liquidate, classify, reclassify or establish the priority, expunge, subordinate or estimate any Claim (including the resolution of any request for payment of any Administrative Claim) or Interest other than a Claim or an Interest that is Allowed.

“PADOR” means the Pennsylvania Department of Revenue.

“Person” means and includes a natural person, individual, partnership, corporation (as defined in section 101(a) of the Bankruptcy Code), or organization including, without limitation, corporations, limited partnerships, limited liability companies, general partnerships, joint ventures, joint stock companies, trusts, land trusts, business trusts, unincorporated organizations or associations, or other organizations, irrespective of whether they are legal entities, governmental bodies (or any agency, instrumentality or political subdivision thereof), or any other form of legal entities; provided, however, “Person” does not include governmental units, except a governmental unit that (a) acquires an asset from a Person (i) as a result of the operation of a loan guarantee agreement or (ii) as receiver or liquidating agent of a Person; (b) is a guarantor of a pension benefit payable by or on behalf of a Debtor or an Affiliate of a Debtor of; or (c) is the legal or beneficial owner of an asset of (i) an employee pension benefit plan that is a governmental plan, as defined in section 414(d) of the Internal Revenue Code of 1986 or (ii) an eligible deferred compensation plan, as defined in section 457(b) of the Internal Revenue Code of 1986, shall be considered for purposes of section 1102 of the Bankruptcy Code to be a Person with respect to such asset or such benefit.

“Petition Date” means December 2, 2016.

“Plan” means this Plan of Reorganization dated September __, 2017, including all exhibits, appendices, schedules and annexes, if any, attached hereto, as submitted by the Debtor, as such Plan may be altered, amended, supplemented or modified from time to time in accordance with the provisions of the Bankruptcy Code, the Bankruptcy Rules, the Confirmation Order and the terms and conditions of the Plan.

“Plan Documents” means, collectively, the Disclosure Statement, the Plan, the Confirmation Order, and any exhibit to such documents.

“Post-Effective Date Professional Fees” means professional fees incurred by counsel for the Reorganized Debtor, Dilworth Paxson LLP, for services provided to the Reorganized Debtor after the Effective Date to effectuate the provisions of this Plan.

“Priority Claims” means any Claim against the Debtor entitled to priority pursuant to section 507(a) of the Bankruptcy Code, other than a Priority Tax Claim or an Administrative Claim.

“Priority Tax Claim” means any and all Claims accorded priority in payment pursuant to section 507(a)(8) of the Bankruptcy Code.

“Professional Fee Claim” means an Allowed Claim for compensation and/or reimbursement of expenses pursuant to sections 327, 328, 330, 331 or 503(b) of the Bankruptcy Code relating to services incurred on and after the Petition Date and prior to and including the Effective Date in connection with an application by the Professionals in the Chapter 11 Case made to and approved by the Bankruptcy Court.

“Professionals” means any professional employed in the Chapter 11 Case pursuant to sections 327 or 1103 of the Bankruptcy Code or any Professional entitled to compensation pursuant to sections 327, 328, 330, 331, 503(b)(2) or (4), or 1103 of the Bankruptcy Code, exclusive of ordinary course professionals retained in this Chapter 11 Case pursuant to the Order Authorizing Retention and Compensation of Certain Professionals Utilized in the Ordinary Course of Business entered by the Bankruptcy Court on January 6, 2017 [Docket No. 113].

“Proof of Claim” means a proof of claim filed against the Debtor in the Chapter 11 Case.

“Property” means all assets or property of the Debtor’s Estate of any nature whatsoever, real or personal, tangible or intangible, including contract rights, accounts and Causes of Action, previously or now owned by the Debtor, or acquired by the Debtor’s Estate, as defined in section 541 of the Bankruptcy Code.

“Real Property” means the parcel of real property and improvements owned by the Debtor located at 2574 Interstate Drive, Harrisburg, Pennsylvania 17110.

“Reinstated or Reinstatement” means: (a) leaving unaltered the legal, equitable, and contractual rights to which a Claim entitles the Holder of such Claim so as to leave such Claim Unimpaired in accordance with section 1124 of the Bankruptcy Code; or (b) notwithstanding any contractual provision or applicable law that entitles the Holder of such Claim to demand or receive accelerated payment of such Claim after the occurrence of a default (i) curing any such default that occurred before or after the Petition Date, other than a default of a kind specified in section 365(b)(2) of the Bankruptcy Code; (ii) reinstating the maturity of such Claim as such maturity existed before such default; (iii) compensating the Holder of such Claim for any damages incurred as a result of any reasonable reliance by such Holder on such contractual provision or such applicable law; and (iv) not otherwise altering the legal, equitable, or contractual rights to which such Claim entitled the Holder of such Claim; provided, however, that any contractual right that does not pertain to the payment when due of principal and interest on the obligation on which such Claim is based, including, but not limited to, financial covenant

ratios, negative pledge covenants, covenants or restrictions on merger or consolidation, and affirmative covenants regarding corporate existence or which prohibit certain transactions or actions contemplated by the Plan, or conditioning such transactions or action on certain factors, shall not be required to be reinstated in order to accomplish Reinstatement.

“Released Party” If the Reorganization Effective Date occurs, Released Party means (i) the Debtor; (ii) the Reorganized Debtor; (iii) the New Money Investors; (iv) the Committee; (v) the members of the Committee (but as to such Committee members, solely in their capacities as Committee members and not in their individual creditor capacities); (vi) the Liquidating Trustee and; (vii) their respective officers, directors, shareholders, principals, employees, agents, financial advisors, attorneys, accountants, investment bankers, consultants, representatives, and other Professionals, solely in their respective capacities as representatives of the Released Party. If the Liquidation Effective Date occurs, Released Party means (i) the Debtor; (ii) the Liquidating Debtor; (iii) the Committee; (iv) the members of the Committee (but as to such Committee members, solely in their capacities as Committee members and not in their individual creditor capacities) (v) the Liquidating Trustee; and (vi) their respective officers, directors, shareholders, principals, employees, agents, financial advisors, attorneys, accountants, investment bankers, consultants, representatives, and other Professionals, solely in their respective capacities as representatives of the Released Party.

“Reorganized Debtor” means the Debtor on and after the Reorganization Effective Date. Except as otherwise provided in the Plan, the Reorganized Debtor shall continue to exist as a separate legal entity, with all the powers of a limited liability company under the laws of the State of Delaware and without prejudice to any right to alter or terminate such existence (whether by merger or otherwise) under applicable state law.

“Reorganization Effective Date” means the first Business Day following the date on which all conditions to consummation set forth in Article VII of the Plan have been satisfied or waived (if capable of being duly and expressly waived), provided that no stay of the Confirmation Order is then in effect.

“Retained Avoidance Actions” means Avoidance Actions against Insiders.

“RUS” means the Rural Utilities Service of the United States Department of Agriculture.

“RUS Agreement” means the *Broadband Initiatives Program Loan/Grant and Security Agreement between Keystone Wireless, LLC and the United States of America* pursuant to which RUS extended certain loans and grants to the Debtor’s predecessor Keystone Wireless, LLC.

“RUS Claim” means the claim against the Debtor asserted in the RUS Proof of Claim or otherwise Allowed.

“RUS Collateral” means the personal property identified in Schedule 2 of the RUS Agreement that allegedly secures the RUS Claim against the Debtor, which alleged secured claim is being challenged by the Committee through the Committee Adversary Proceeding. For the avoidance of doubt, neither the Spectrum Proceeds nor any other property of the Debtor shall be considered “RUS Collateral” unless and until the Spectrum Proceeds and any other property

of the Debtor are determined as such through Final Order in the Committee Adversary Proceeding or other process or proceeding.

“RUS Proof of Claim” means the proof of claim filed by RUS on June 9, 2017, assigned claim number 92 by the Claims Agent.

“Schedules” means the schedules of assets and liabilities and statements of financial affairs filed by the Debtor in the Chapter 11 Case, as required by section 521 of the Bankruptcy Code, as the same may have been or may be amended, modified or supplemented.

“Secured Claim” means any Claim arising before the Petition Date that is: (a) secured in whole or part, as of the Petition Date, by a Lien which is valid, perfected and enforceable under applicable law on Property in which the Debtor’s Estate has an interest and is not subject to avoidance under the Bankruptcy Code or applicable non-bankruptcy law; or (b) subject to setoff under section 553 of the Bankruptcy Code, but, with respect to both case (a) and (b), only to the extent of the value of the assets or Property securing any such Claim or the amount subject to setoff, as the case may be.

“Spectrum Proceeds” means the proceeds from the sale (after payment of the commission and expenses owed to the Debtor’s investment banker, MVP Capital and customary closing costs that are chargeable to the Debtor) of certain of the Debtor’s wireless licenses to Cellco Partnership d/b/a Verizon Wireless pursuant to the *Order Authorizing and Approving Sale of Certain Wireless Licenses Free and Clear of Liens, Claims, and Encumbrances and Granting Related Relief* entered by the Court on April 26, 2017 [Docket No. 324].

“Tax” means any tax, charge, fee, levy, impost or other assessment by any federal, state, local or foreign governmental authority, including, without limitation, income, excise, property, sales, transfer, employment, payroll, franchise, profits, license, use, ad valorem, estimated, severance, stamp, occupation and withholding tax, together with any interest, penalties, fines or additions attributable to, imposed on, or collected by any such federal, state, local or foreign governmental authority.

“Tower Bridge” means Tower Bridge LLM Partners LLC.

“Tower Bridge Claim” means any and all Claims of Tower Bridge arising from or relating to that certain Credit and Security Agreement, dated on or about May 24, 2016, between the Debtor and Tower Bridge, including but not limited to the approximately \$8,900,000 secured claim reflected in the Debtor’s schedules filed in this Chapter 11 Case.

“Unimpaired” means any Claim that is not Impaired within the meaning of section 1124 of the Bankruptcy Code.

“United States Trustee” means the United States Trustee appointed under section 581(a)(3) of title 28 of the United States Code to serve in the Eastern District of Pennsylvania.

“United States Trustee Fee Claims” means a claim for any fees assessed against the Debtor’s Estate pursuant to section 1930(a)(6) of title 28 of the United States Code.

“Voting Agent” means Rust Consulting/Omni Bankruptcy.

“Voting Deadline” means _____, 2017, at 4:00 p.m. Eastern time, the date and time set by the Bankruptcy Court for the submission of Ballots voting in favor of or against the Plan.

“Voting Record Date” means _____, 2017, as established in the Order approving the Disclosure Statement.

Section 1.02. Rules of Interpretation.

All references to “the Plan” herein shall be construed, where applicable, to include references to this document and all its exhibits, appendices, schedules and annexes, if any (and any amendments thereto made in accordance with the Bankruptcy Code). Whenever from the context it appears appropriate, each term stated in either the singular or the plural shall include the singular and the plural, and pronouns stated in the masculine, feminine or neuter gender shall include the masculine, feminine and the neuter. The words “herein,” “hereof,” “hereto,” “hereunder,” and other words of similar import refer to the Plan as a whole and not to any particular paragraph, subparagraph, or clause contained in the Plan. The words “includes” and “including” are not limiting and mean that the things specifically identified are set forth for purposes of illustration, clarity or specificity and do not in any respect qualify, characterize or limit the generality of the class within which such things are included. The captions and headings in the Plan are for convenience of reference only and shall not limit or otherwise affect the provisions hereof. Any term used in the Plan that is not defined in the Plan, either in Article I hereof or elsewhere, but that is used in the Bankruptcy Code or the Bankruptcy Rules shall have the meaning assigned to that term in (and shall be construed in accordance with the rules of construction under) the Bankruptcy Code or the Bankruptcy Rules (with the Bankruptcy Code controlling in the case of a conflict or ambiguity). Without limiting the preceding sentence, the rules of construction set forth in section 102 of the Bankruptcy Code shall apply to the Plan, unless superseded herein. In computing any period of time prescribed or allowed by the Plan, the provisions of Bankruptcy Rule 9006(a) and Section 12.14 hereof shall apply, but Bankruptcy Rule 9006(a) shall govern.

Section 1.03. Exhibits.

All Exhibits to the Plan are incorporated into and are a part of the Plan as if set forth in full herein, regardless of when filed.

ARTICLE II.
CLASSIFICATION OF CLAIMS AND INTERESTS

Section 2.01. Generally.

Pursuant to section 1122 of the Bankruptcy Code, set forth below is a designation of Classes of Claims and Interests. A Claim or an Interest is classified in a particular Class to the extent that the Claim or Interest qualifies within the description of that Class. A Claim or Interest is placed in a particular Class for the purpose of receiving distributions pursuant to the Plan only to the extent that such Claim or Interest is an Allowed Claim or an Allowed Interest in

that Class and such Claim or Interest has not been paid, released, settled or otherwise satisfied prior to the Effective Date:

Class 1 shall consist of all Priority Claims, other than Priority Tax Claims.

Class 2 shall consist of the RUS Secured Claim.

Class 3 shall consist of the PADOR Secured Claim.

Class 4 shall consist of Other Secured Claims.

Class 5 shall consist of all Convenience Class Claims.

Class 6 shall consist of all General Unsecured Claims.

Class 7 shall consist of the Interests in the Debtor.

Section 2.02. Unclassified Claims.

In accordance with section 1123(a)(1) of the Bankruptcy Code, Administrative Claims and Priority Tax Claims are not classified and are excluded from the Classes designated in this Article II of the Plan. The treatment accorded Administrative Claims and Priority Tax Claims is set forth in Article III of the Plan.

Section 2.03. Unimpaired Classes.

The Plan classifies the following Unimpaired Claims and Unimpaired Interests that are not entitled to vote on the Plan:

Class 1 Priority Claims.

Class 4 Other Secured Claims.

Class 5 Convenience Class Claims.

Pursuant to section 1126(f) of the Bankruptcy Code, each Holder of a Claim or Interest in the above Classes is conclusively presumed to have accepted the Plan in respect of such Claims or Interests and is not entitled to vote to accept or reject the Plan.

Section 2.04. Impaired Classes Entitled to Vote.

The Plan classifies the following Classes as Impaired Classes that will receive a distribution or retain any property under the Plan and that are entitled to vote to accept or reject the Plan:

Class 2 RUS Secured Claim.

Class 3 PADOR Secured Claim.

Class 6 General Unsecured Claims.

Section 2.05. Impaired Classes Not Entitled to Vote.

Pursuant to section 1126(g) of the Bankruptcy Code, each Holder of a Claim or Interest in the following Classes is conclusively presumed not to have accepted the Plan in respect of such Claims or Interests and is not entitled to vote to accept or reject the Plan.

Class 7 Interests in the Debtor.

ARTICLE III.

**PROVISIONS FOR TREATMENT OF CLASSES OF
CLAIMS AND INTERESTS**

Section 3.01. Satisfaction of Claims and Interests.

The treatment of and consideration to be received by Holders of Allowed Claims or Allowed Interests pursuant to this Article III of the Plan shall be in full satisfaction, settlement, release, extinguishment and discharge of their respective Claims against or Interests in the Debtor and the Debtor's Estate in the event the Reorganization Effective Date occurs, except as otherwise provided in the Plan or the Confirmation Order.

Section 3.02. Unclassified Claims, Classified Unimpaired and Impaired Claims and Classified Interests.

Administrative Claims and Priority Tax Claims are treated by the Debtor in accordance with section 1129(a)(9)(A) and section 1129(a)(9)(C) of the Bankruptcy Code, respectively. Such Claims are Unimpaired under the Plan and, in accordance with section 1123(a)(1) of the Bankruptcy Code, are not designated as Classes of Claims for purposes of this Plan and for purposes of sections 1123, 1124, 1126 and 1129 of the Bankruptcy Code. In addition, Class 1 Claims, Class 4 Claims, and Class 5 Claims are Unimpaired. In accordance with section 1126(f) of the Bankruptcy Code, the Holders of Claims in such Classes are conclusively presumed to have accepted the Plan and are not entitled to vote to accept or reject the Plan. The Class 2 Claim, Class 3 Claim and Class 5 General Unsecured Claims are Impaired and the Holders of Such Claims are entitled to vote to accept or reject the Plan on account of such Allowed Claim. Class 7 Interests in the Debtor are Impaired, but in accordance with section 1126(g) of the Bankruptcy Code, the Holders of such Interests are conclusively presumed to have rejected the Plan and are not entitled to vote to assume or reject the Plan.

Section 3.03. Administrative Claims.

Administrative Claims are Unimpaired.

Unless otherwise agreed to between the Debtor and the Holder of the Claim, Holders of Allowed Administrative Claims shall be paid the full amount of their Allowed Administrative Claim, in Cash, as soon as reasonably practicable after the later of: (a) the Effective Date; or (b) ten (10) days after the date such Administrative Claim becomes Allowed by a Final Order.

Section 3.04. Priority Tax Claims.

Priority Tax Claims are Unimpaired.

Unless otherwise agreed to between the Debtor and the Holder of the Claim, Holders of Allowed Priority Tax Claims shall be paid the full amount of their Allowed Priority Tax Claim, in Cash, as soon as reasonably practicable after the later of: (a) the Effective Date; or (b) ten (10) days after the date such Priority Tax Claim becomes Allowed by a Final Order.

Section 3.05. Class 1: Priority Claims.

Class 1 Priority Claims are Unimpaired.

Unless otherwise agreed to between the Debtor and the Holder of the Claim, Holders of Allowed Class 1 Priority Claims shall be paid the full amount of their Allowed Priority Claim, in Cash, the later of: (a) the Effective Date; or (b) ten (10) days after the date such Priority Claim becomes Allowed by a Final Order.

Section 3.06. Class 2: RUS Secured Claim.

The Class 2 RUS Secured Claim is Impaired.

(a) Default Treatment of RUS Secured Claim Under Reorganization. Unless RUS elects the alternative cash option treatment provided in Section 3.06(b), in full satisfaction of its Allowed Secured Claim if the Reorganization Effective Date occurs, RUS shall receive amortized quarterly payments equal to the amount of the Allowed RUS Secured Claim over a five (5) year period with interest at the *Wall Street Journal* prime rate (in effect on the Confirmation Date) plus one percent (1%) per annum. The first payment shall be made as soon as reasonably practicable after the later of (a) the Reorganization Effective Date; or (b) ten (10) days after the date the RUS Secured Claim becomes Allowed by a Final Order. Subsequent payments shall be made on the first Business Day of each quarter thereafter with the final payment to be made on the second anniversary of the Reorganization Effective Date.

(b) Alternative Reorganization Effective Date Cash Option. If the Reorganization Effective Date occurs, RUS shall have the right to elect payment of an amount equal to ninety percent (90%) of the Allowed RUS Secured Claim, with such payment to be made on the Reorganization Effective Date (the "**Class 2 Cash Option**"); provided, however, that RUS must affirmatively elect such treatment in its ballot voting to approve or reject the Plan. RUS' failure to make such affirmative election shall result in treatment of the Allowed RUS Secured Claim as provided for in Section 3.06(a) of the Plan. Any payment made under this Section of the Plan shall effect a full and final satisfaction of such Claim such that neither the Debtor, nor the Reorganized Debtor, nor any other person shall have any liability on account of such Claim, except as provided for in the Plan.

(c) Treatment Under Liquidation Alternative. Under the Liquidation Alternative, RUS shall receive, in the discretion of the Debtor, after consultation with the Committee, either: (a) Cash equal to the net proceeds of a sale of the RUS Collateral after deducting the costs of sale (including any commissions owed to professionals who facilitate the sale) and any amounts

necessary for the satisfaction of any senior Liens in such collateral, up to the amount of the Allowed RUS Claim; or (b) the RUS Collateral, but only to the extent that RUS is determined to have a senior Lien on such RUS Collateral. In the event the RUS Collateral is sold as part of a sale of the Debtor's business operations as a going concern, then the allocation of the net proceeds of the sale to the RUS Collateral shall be determined either by agreement of the Debtor and RUS (which agreement shall be subject to Bankruptcy Court approval) or by the Bankruptcy Court if the Debtor and RUS cannot reach agreement. All payments under this Section 3.06(c) shall be made as soon as reasonably practicable after the later of (i) ten (10) days following the closing of the sale of the RUS Collateral or the Debtor as a going concern, (ii) ten (10) days following the date on which the Bankruptcy Court approves by Final Order the allocation of the sale proceeds to the RUS Collateral, (iii) the Liquidation Effective Date; or (iv) ten (10) days after the date the RUS Claim becomes Allowed by a Final Order.

(d) Inter-Creditor Agreement Between RUS and Tower Bridge. The treatment of the RUS Secured Claim provided herein shall in no way impact any rights that Tower Bridge may have against RUS pursuant to the *Intercreditor Agreement made by and among Limitless Mobile, LLC, The United States of America Rural Utilities Service and Tower Bridge LLM Partners, LLC Dated as of April 12, 2016.*

(e) Classification of Deficiency Claim. The total amount of the Allowed RUS Claim that is in excess of the Allowed RUS Secured Claim (the "RUS Deficiency Claim") shall be classified as a Class 6 General Unsecured Claim and shall be entitled to the treatment set forth in Section 3.10 hereof. For purposes of the Liquidation Alternative, if the RUS Collateral is sold by the Debtor, the RUS Deficiency Claim shall be calculated as the amount of the Allowed RUS Claim that is in excess of the proceeds that are distributed to RUS on account of the sale of the RUS Collateral.

Section 3.07. Class 3: PADOR Secured Claim.

The Class 3 PADOR Secured Claim is Impaired.

(a) Default Treatment of PADOR Secured Claim Under Reorganization. Unless PADOR elects the alternative cash option treatment provided in Section 3.07(b), in full satisfaction of its Allowed Secured Claim if the Reorganization Effective Date occurs, PADOR shall receive amortized quarterly payments equal to the amount of the Allowed PADOR Secured Claim over a two (2) year period with interest at the *Wall Street Journal* prime rate (in effect on the Confirmation Date) plus one percent (1%) per annum. The first payment shall be made as soon as reasonably practicable after the later of (a) the Reorganization Effective Date; or (b) ten (10) days after the date the PADOR Secured Claim becomes Allowed by a Final Order. Subsequent payments shall be made on the first Business Day of each quarter thereafter with the final payment to be made on the second anniversary of the Reorganization Effective Date.

(b) Alternative Reorganization Effective Date Cash Option. If the Reorganization Effective Date occurs, PADOR shall have the right to elect payment of an amount equal to ninety percent (90%) of the Allowed PADOR Secured Claim, with such payment to be made on the Reorganization Effective Date (the "Class 3 Cash Option"); provided, however, that PADOR must affirmatively elect such treatment in its ballot voting to approve or reject the Plan.

PADOR's failure to make such affirmative election shall result in treatment of the Allowed PADOR Secured Claim as provided for in Section 3.07(a) of the Plan. Any payment made under this Section of the Plan shall effect a full and final satisfaction of such Claim such that neither the Debtor, nor the Reorganized Debtor, nor any other person shall have any liability on account of such Claim, except as provided for in the Plan.

(c) Treatment Under Liquidation Alternative. Under the Liquidation Alternative, PADOR shall receive, in the discretion of the Debtor after consultation with the Committee, either: (a) Cash equal to the net proceeds of a sale of the Property securing the PADOR Claim, after deducting the costs of sale (including any commissions owed to professionals who facilitate the sale) and any amounts necessary for the satisfaction of any senior Liens in such collateral, up to the amount of the Allowed PADOR Claim; or (b) the Property securing the PADOR Claim, but only to the extent PADOR is determined to have a senior Lien on such Property. In the event that such Property is sold as part of a sale of the Debtor's business operations as a going concern, then the allocation of the net proceeds of the sale to such Property shall be determined either by agreement of the Debtor and PADOR (which agreement shall be subject to Bankruptcy Court approval) or by the Bankruptcy Court if the Debtor and PADOR cannot reach agreement. All payments under this Section 3.06(c) shall be made as soon as reasonably practicable after the later of (i) ten (10) days following the closing of the sale of the Property or the Debtor as a going concern, (ii) ten (10) days following the date on which the Bankruptcy Court approves by Final Order the allocation of the sale proceeds to the Property securing the PADOR Claim, (iii) the Liquidation Effective Date; or (iv) ten (10) days after the date the PADOR Claim becomes Allowed by a Final Order.

(d) Classification of Deficiency Claim. The amount of the Allowed PADOR Claim that is in excess of the Allowed PADOR Secured Claim shall be classified as: (i) to the extent such Allowed Claim is entitled to the priority set forth in section 507(a)(8) of the Bankruptcy Code, a Priority Tax Claim, and shall be entitled to the treatment set forth in Section 3.04 hereof, and (ii) to the extent such Allowed Claim is not entitled to the priority set forth in section 507(a)(8) of the Bankruptcy Code, a Class 6 General Unsecured Claim, and shall be entitled to the treatment set forth in Section 3.10 hereof.

Section 3.08. Class 4: Other Secured Claims.

Class 4 Other Secured Claims are Unimpaired.

(a) Treatment Under Reorganization. Unless otherwise agreed to between the Debtor and the Holder of the Claim, Holders of Allowed Class 4 Other Secured Claims shall receive, in the discretion of the Debtor, one of the following if the Reorganization Effective Date occurs: (a) Cash equal to the full amount of their Allowed Other Secured Claim as soon as reasonably practicable after the later of: (i) the Effective Date; or (ii) ten (10) days after the date such Other Secured Claim becomes Allowed by a Final Order; (b) Reinstatement of such Allowed Other Secured Claim; or (c) the Property securing such Other Secured Claim.

(b) Treatment Under Liquidation Alternative. Under the Liquidation Alternative, holders of Allowed Class 4 Other Secured Claims shall receive, in the discretion of the Debtor, after consultation with the Committee, either: (a) Cash equal to the net proceeds of a sale of the

Property securing such Other Secured Claim, after deducting the costs of sale (including any commissions owed to professionals who facilitate the sale) and any amounts necessary for the satisfaction of any senior Liens in such collateral, up to the amount of the Other Secured Claim; or (b) the Property securing the Other Secured Claim, but only to the extent the holder of such Other Secured Claim is determined to have a senior Lien on such Property. In the event that such Property is sold as part of a sale of the Debtor's business operations as a going concern, then the allocation of the net proceeds of the sale to such Property shall be determined either by agreement of the Debtor and the holder of the Other Secured Claim (which agreement shall be subject to Bankruptcy Court approval) or by the Bankruptcy Court if the Debtor and the holder of the Other Secured Claim cannot reach agreement. All payments under this Section 3.06(c) shall be made as soon as reasonably practicable after the later of (i) ten (10) days following the closing of the sale of the Property or the Debtor as a going concern, (ii) ten (10) days following the date on which the Bankruptcy Court approves by Final Order the allocation of the sale proceeds to the Property securing such Other Secured Claim; (iii) the Liquidation Effective Date; or (iv) ten (10) days after the date the Other Secured Claim becomes Allowed by a Final Order.

Section 3.09. Class 5: Convenience Class.

The Class 5 Convenience Class Claims are Unimpaired.

Unless otherwise agreed to between the Debtor and the Holder of the Claim, Holders of Allowed Class 5 Convenience Class Claims shall be paid the full amount of their Allowed Convenience Class Claim, in Cash, as soon as reasonably practicable after the later of: (a) the Effective Date; or (b) ten (10) days after the date such Convenience Class Claim becomes Allowed by a Final Order.

Section 3.10. Class 6: General Unsecured Claims.

Class 6 General Unsecured Claims are Impaired.

(a) Treatment of Claims Under Reorganization. Unless otherwise agreed to between the Debtor and the Holder of the Claim, if the Reorganization Effective Date occurs, Holders of Allowed Class 6 General Unsecured Claims shall receive (i) their *pro rata* share of the Spectrum Proceeds after payment in full of all Administrative Expense Claims, Priority Tax Claims, Class 1 Priority Claims, the Class 2 RUS Secured Claim, but only if and to the extent that RUS is determined to have a Lien against the Spectrum Proceeds and then only after further Order of the Court through the Marshalling Proceeding, and Class 5 Convenience Class Claims; and (ii) the Additional Cash Distribution (collectively, the "Reorganization Proceeds").

(i) Initial Distribution. As soon as reasonably practicable after the Claims Objection Deadline, and subject to subparagraph (v) hereof, an initial distribution shall be made to Holders of Allowed Class 6 General Unsecured Claims from the Net Spectrum Proceeds after (i) payment in full of all Allowed Administrative Expense Claims, Allowed Priority Tax Claims, Allowed Class 1 Priority Claims, the Class 2 RUS Secured Claim, but only if and to the extent that RUS is determined to have a Lien against the Spectrum Proceeds and after further Order of the Court through the Marshalling Proceeding, and Allowed Class 5 Convenience Class Claims; (ii) the establishment of the

reserve for payment of Professional Fee Claims; and (iii) the establishment of the reserve for Disputed Claims.

(ii) Distributions on Account of Disputed Claims that Become Allowed Claims. If a Disputed General Unsecured Claim becomes an Allowed General Unsecured Claim, then the initial distribution owed to the Holder of such Allowed General Unsecured Claim shall be paid on or before ten (10) days after such General Unsecured Claim becomes Allowed by a Final Order.

(iii) Subsequent Distributions. As soon as reasonably practicable after the resolution by Final Order of all Disputed Claims, a final distribution shall be made to Holders of Allowed Class 6 General Unsecured Claims equal to their *pro rata* share of the Spectrum Proceeds that have not been distributed in accordance with this Plan. Solely in the discretion of the Liquidating Trustee, interim distributions may be made to Holders of Allowed Class 6 General Unsecured Claims if such interim distributions make practical and economic sense.

(iv) Additional Cash Distribution. Holders of Allowed Class 6 General Unsecured Claims shall be paid their *pro rata* share of the Additional Cash Distribution on or before the later of: (a) the Reorganization Effective Date; or (b) ten (10) days after the date such General Unsecured Claim becomes Allowed by a Final Order.

(v) Allowance of Tower Bridge Claim, Reclassification of Tower Bridge Claim, and Limited Deferral of Distributions on Account of Allowed Tower Bridge Unsecured Claim. Effective as of the Effective Date, the Tower Bridge Claim is reclassified as an Allowed General Unsecured Claim in the amount of \$8,871,288 (the "Allowed Tower Bridge Unsecured Claim"). If at the time of the Initial Distribution pursuant to subparagraph (i) hereof, the Liquidating Trustee determines that the aggregate distributions to Holders of Allowed Class 6 General Unsecured Claims under this Section will result in a distribution of less than 5% of the face amount of all Allowed Class 6 General Unsecured Claims, no distribution shall be made on account of the Allowed Tower Bridge Unsecured Claim unless and until such time as all other Holders of Allowed Class 6 General Unsecured Claims have received at least 5% of the face amount of such Allowed Claims. Thereafter, Tower Bridge shall be entitled to receive a distribution equal to 5% of the Allowed Tower Bridge Unsecured Claim prior to any further distributions on account of the other Allowed Class 6 General Unsecured Claims. Additional distributions to all Holders of Allowed Class 6 General Unsecured Claims (including Tower Bridge), if any, shall be made on a *pro rata* basis.

(b) Treatment of Claims Under Liquidation Alternative. Unless otherwise agreed to between the Debtor and the Holder of the Claim, Holders of Allowed Class 6 General Unsecured Claims shall receive (i) their *pro rata* share of the Spectrum Proceeds after payment in full of all Administrative Expense Claims, Priority Tax Claims, Class 1 Priority Claims, the Class 2 RUS Secured Claim, but only if and to the extent that RUS is determined to have a Lien against the Spectrum Proceeds and after further Order of the Court through the Marshalling Proceeding, and Class 5 Convenience Class Claims; (ii) their *pro rata* share of any proceeds remaining following the distributions made pursuant to sections 3.06(c), 3.07(c) or 3.08 hereof; (iii) the proceeds of

the sale of any Property of the Debtor that is unencumbered by Liens, and (iv) the distributions, if any, from the Liquidating Trust ((i), (ii), (iii) and (iv) hereof are collectively referred to as the "Liquidation Proceeds").

(c) Distribution of Liquidation Proceeds Under Liquidation Alternative or Reorganization Alternative. Under either the Liquidation Alternative or the Reorganization Alternative, the Liquidation Proceeds or the Reorganization Proceeds, as applicable, shall be distributed to the Holders of Allowed Class 6 General Unsecured Claims by the Liquidating Trustee in accordance with the Liquidating Trust Agreement.

(i) Class 7: Interests.

Class 7 Interests are Impaired.

(a) Treatment of Interests Under Reorganization. If the Reorganization Effective Date occurs, then as soon as reasonably practicable after the Reorganization Effective Date, the equity Interests in the Debtor shall be cancelled and the Holders of equity Interests in the Debtor shall receive no distribution or Property on account of such equity Interests.

(b) Treatment of Interests and Distributions Under Liquidation Alternative. The Holders of equity Interests in the Debtor shall receive their *pro rata* share of the Liquidation Proceeds after payment in full of all Allowed Administrative Expense Claims, Allowed Priority Tax Claims, and all Allowed Claims in Classes 1 through 6. Distributions of the Liquidation Proceeds, if any, to equity Interests shall be made by the Liquidating Trustee in accordance with the Liquidating Trust Agreement.

**ARTICLE IV.
ACCEPTANCE OR REJECTION OF THE PLAN; CRAMDOWN**

Section 4.01. Acceptance by Impaired Classes of Claims and Interests.

Pursuant to section 1126(c) of the Bankruptcy Code, an Impaired Class of Claims shall have accepted the Plan if: (a) the Holders of at least two-thirds (2/3) in dollar amount of the Allowed Claims actually voting in such Class (other than Claims held by any Holder designated pursuant to section 1126(e) of the Bankruptcy Code) have timely and properly voted to accept the Plan, and (b) more than one-half (1/2) in number of the Holders of such Allowed Claims actually voting in such Class (other than Claims held by any Holder designated pursuant to section 1126(e) of the Bankruptcy Code) have timely and properly voted to accept the Plan. No Class of Insiders is entitled to vote on the Plan pursuant to section 1126 of the Bankruptcy Code. Holders of Claims that are included in a Class that is entitled to vote but are unliquidated shall be entitled to vote and their claims shall be assigned the value of \$1.00 for voting purposes only.

Section 4.02. Voting Classes.

Except as otherwise required by the Bankruptcy Code or the Bankruptcy Rules or as otherwise provided in this Section 4.02, the RUS Secured Claim (Class 2), the PADOR Secured Claim (Class 3), and Class 6 General Unsecured Claims shall be entitled to vote to accept or reject the Plan, in accordance with Section 4.01 of the Plan. Classes of Claims Unimpaired

under the Plan (Priority Claims (Class 1), Other Secured Claims (Class 4), and Convenience Class Claims (Class 5)) shall not be entitled to vote to accept or reject the Plan, and shall be conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. Administrative Claims and Priority Tax Claims are also Unimpaired and not classified under the Plan and hence are not entitled to vote to accept or reject the Plan. Class 7, consisting of the equity Interests of the Debtor shall not be entitled to vote to accept or reject the Plan, and shall be conclusively presumed not to have accepted the Plan pursuant to section 1126(g) of the Bankruptcy Code.

Section 4.03. Cramdown.

If all applicable requirements for Confirmation of the Plan are met as set forth in section 1129(a)(1) through (16) of the Bankruptcy Code, except that the Bankruptcy Court determines that the requirements of subsection (8) thereof have not been met, the Debtor may request that the Bankruptcy Court confirm the Plan in accordance with section 1129(b) of the Bankruptcy Code, notwithstanding the requirements of section 1129(a)(8) thereof, on the bases that the Plan is fair and equitable, and does not discriminate unfairly, with respect to each Class of Claims or Interests that is Impaired under, and has not accepted, the Plan.

**ARTICLE V.
IMPLEMENTATION OF THE PLAN**

Section 5.01. Implementation of Plan-Reorganization Alternative

(a) Capital Contribution. It is expected that, on or before the Reorganization Effective Date (or pursuant to such other terms and conditions agreed to between the Debtor and the investors), Tower Bridge and potentially other investors and Electing Creditors (as defined herein) (together, the “New Money Investors”) will make a capital contribution to the Reorganized Debtor in the aggregate amount of at least \$11 million (the “Capital Contribution”). The Capital Contribution shall be used to fund certain payments under this Plan, including distributions to PADOR and RUS in satisfaction of their respective Allowed Secured Claims (provided however that if RUS is determined to have a Lien on the Spectrum Proceeds, then the Allowed RUS Secured Claim may be satisfied from the Spectrum Proceeds, subject to further Order of the Court through the Marshalling Proceeding), the Additional Cash Distribution, and cure amounts for contracts assumed under the reorganization. The remainder of the Capital Contribution shall be retained by the Reorganized Debtor as working capital.

(b) Equity in Reorganized Debtor. On or as soon as reasonably practicable after the Reorganization Effective Date, new equity interests shall be issued in the Reorganized Debtor. In exchange for the Capital Contribution, the New Money Investors shall own 100% of the common voting equity interests in the Reorganized Debtor, subject to Section 5.01(c) herein.

(c) Participation by Other Creditors in Capital Contribution. At their election, made in writing on a completed Ballot on or before the Voting Deadline, any Holder of a Claim that will receive a Cash distribution pursuant to this Plan (a “Plan Distribution”) may opt to contribute such Plan Distribution as part of the Capital Contribution provided in Section 5.01(a) above (an “Electing Creditor”) to purchase a *pro rata* percentage of the ownership interests in

the Reorganized Debtor that otherwise would have been issued to the New Money Investors; provided however, that in order to participate in the Capital Contribution, the amount of the Plan Distribution contributed by such Creditor must be at least \$110,000 (the amount required to own at least 1% of the equity interests in the Reorganized Debtor based on a total equity value of \$11 million) or such other amount necessary for the Electing Creditor to own at least 1% of the equity interests in the Reorganized Debtor if the Capital Contribution is greater than \$11 million.

(d) Advance of Capital Contribution to Fund Interim Operations. The Debtor has determined that it needs approximately seventy-five (75) days from the Confirmation Date to raise the Capital Contribution. During the interim period between the Confirmation Date and the earlier of (i) the Reorganization Effective Date; and (ii) the date on which the Debtor files the Notice of Liquidation pursuant to Section 5.02 herein (the “Interim Operations Period”), Tower Bridge shall advance to the Debtor the amounts needed to fund the Debtor’s operations and Professional Fee Claims incurred by counsel for the Debtor, Dilworth Paxson LLP, during the Interim Operations Period. The Capital Contribution shall be advanced by Tower Bridge as an equity contribution to the Reorganized Debtor.

(e) Payment of Other Bankruptcy Costs During Interim Operations Period. During the Interim Operations Period, quarterly fees owed to the United States Trustee, Professional Fee Claims incurred by professionals other than those retained by the Debtor (i.e. Dilworth Paxson LLP), and fees incurred by the Claims Agent shall be paid by the Debtor from the Spectrum Proceeds.

Section 5.02. Implementation of Plan-Liquidation Alternative.

(a) Notice of Liquidation. In the event the Debtor is not able to raise the Capital Contribution within 75 days of the Confirmation Date, then on the 76th day the Debtor shall file the Notice of Liquidation. Nothing herein shall prevent the Debtor from filing the Notice of Liquidation prior to the 76th day following the Confirmation Date in the Debtor’s discretion.

(b) Sale of Remaining Assets. Within twenty-one (21) days of filing the Notice of Liquidation, the Debtor shall, after consultation with the Committee, file a motion to establish sale procedures for substantially all of its remaining assets. Such sale procedures shall be designed by the Debtor in its discretion, and in consultation with the Debtor’s advisors and after consultation of the Committee, to effectuate a sale of the Debtor’s remaining assets as expeditiously as reasonably possible while maximizing their value.

(c) Operations of Debtor During Sale Period. If the Debtor, in consultation with the Committee and the Debtor’s investment banker, concludes that the value of the Debtor’s assets will be maximized through a sale as a going concern, then the Debtor may continue to operate its business pending the closing of such sale. If the Debtor, in consultation with the Committee and the Debtor’s investment banker, determines that a sale as a going concern is not advisable, then the Debtor may continue to operate its business for the minimum amount of time necessary to comply with FCC regulations and transition its remaining subscribers. From and after the date the Notice of Liquidation is filed, all Administrative Expenses shall be funded from the Spectrum Proceeds. All Administrative Expenses other than Professional Fee Claims shall be paid subject to a budget to be submitted, after consultation with the Committee, to the

Bankruptcy Court for approval pursuant to a Final Order that shall contain appropriate variance allowances. All Professional Fee Claims shall be paid as and when permitted to be paid in accordance with Final Orders entered by the Bankruptcy Court (including the interim compensation procedures that were approved at the beginning of the Chapter 11 Case).

(d) Abandonment and Surrender of Assets. The Debtor, in consultation with the Committee, may at any time after filing the Notice of Liquidation, surrender any Property to the Secured Creditor(s) that have a Lien on such Property by filing an appropriate motion to abandon (a “Motion to Abandon”) such Property with the Bankruptcy Court. Any Property that is encumbered by one or more Liens that is not sold by the Debtor pursuant to Section 5.02(b) hereof shall be deemed abandoned and surrendered to the Secured Creditor(s) holding such Liens on the Liquidation Effective Date. To the extent any Property abandoned and/or surrendered under this paragraph is located on or at a wireless communications facility, tower, or other structure (collectively, the “Towers” and any Property located on or at a Tower, the “Tower Equipment”) and the Debtor or any Secured Creditor intends to remove any Tower Equipment, the Debtor or the Secured Creditor shall provide written notice (the “Written Notice”) to the counterparty (the “Counterparty”) under any written agreement relating to the applicable Tower (the “Tower Agreement”) no later than five business days prior to the date that the Debtor or any Secured Creditor intends to remove any Tower Equipment. In any Motion to Abandon, the Debtor shall list the addresses and names of the party or parties to whom Written Notices are to be sent under each applicable Tower Agreement pursuant to the foregoing sentence. The Written Notice shall be, for each affected Tower, (a) addressed to the party or parties to whom notices are to be sent under the applicable Tower Agreement, and (i) served by overnight delivery and (ii) served electronically if electronic service of notices is specified or otherwise contemplated in the applicable Tower Agreement, (b) served on any counsel for a Counterparty that has entered an appearance in this Chapter 11 Case, and shall be served on such counsel via (i) electronic mail and (ii) hand-delivery if such counsel has an office in Wilmington, Delaware or, if such counsel does not have an office in Wilmington, Delaware, overnight delivery, and (c) served on the Committee or the Liquidating Trustee, as applicable. To the extent that any Secured Creditor, either through its respective employees, contractors, or other agents, or through any third party (collectively, a “Service Provider”), removes or otherwise modifies any Tower Equipment on a Tower, the Secured Creditor and all Service Providers shall comply with all requirements of the applicable Tower Agreement and applicable law for the removal or modification of Tower Equipment on the applicable Tower, including, without limitation, any requirement under the applicable Tower Agreement or applicable law that any Service Provider be licensed by the Commonwealth of Pennsylvania or any other governmental entity, or any requirement under the applicable Tower Agreement or applicable law that the Secured Creditor or Service Provider obtain a report, certification, or otherwise consult an architect, engineer, or other professional regarding the proposed removal or modification of Tower Equipment. If any Tower Equipment has not been physically removed subject to the provisions of this paragraph from the affected Tower within twenty-eight days after the later of: (i) entry of an Order granting any Motion to Abandon; or (ii) the Liquidation Effective Date, the automatic stay of section 362 of the Bankruptcy Code and any stay or injunction imposed by the Plan will automatically be deemed to be vacated to the extent necessary to permit any Counterparty to a Tower Agreement to access, remove, and/or otherwise dispose of any Tower Equipment without liability to the Debtor or any Secured Creditor relating to the Tower Equipment. Nothing in this paragraph shall be deemed to allow or authorize the Debtor, the Reorganized Debtor, the Committee, or the

Liquidating Trustee to produce to a third party any Tower Agreement that is confidential pursuant to its own terms or otherwise confidential under applicable law.

(e) Liquidating Trust. On the Effective Date and pursuant to the Liquidation Trust Agreement, the Debtor shall establish the Liquidating Trust and irrevocably transfer to the Liquidating Trust, for and on behalf of the beneficiaries of the Liquidating Trust, with no reversionary interest in the Debtor, the Liquidating Trust Assets. The provisions governing the Liquidating Trust shall be set forth in detail in the Liquidating Trust Agreement. Subject to the terms of the Liquidating Trust Agreement, all right, title, and interest in the Liquidating Trust Assets shall be transferred, assigned, and delivered to the Liquidating Trust, free and clear of all Claims, Liens, and Interests, to be managed as Liquidating Trust Assets by the Liquidating Trustee for the sole purposes of consummating and carrying out the Plan. All other necessary steps shall be taken to establish the Liquidating Trust and the beneficial interests therein.

(f) Selection of Liquidating Trustee. The Liquidating Trustee shall be selected by the Committee with the consent of the Debtor, which consent shall not be unreasonably withheld. Any disputes regarding the selection of the Liquidating Trustee shall be resolved by the Court upon Motion filed by either the Debtor or the Committee.

(g) Liquidating Trust Agreement. An appropriate Liquidating Trust Agreement shall be negotiated by and among the Debtor, the Committee, and the proposed Liquidating Trustee and approved by the Court.

(h) Post-Confirmation Oversight Committee. The Liquidating Trust shall be governed by a three member oversight committee selected by the Committee (the “Post-Confirmation Oversight Committee”) to whom the Liquidating Trustee shall report, and which shall direct the Liquidating Trustee’s actions, all pursuant to the Liquidating Trust Agreement and the Plan. All actions of the Liquidating Trust and the Liquidating Trustee shall require approval of at least two members of the Post-Confirmation Oversight Committee. Notwithstanding anything to the contrary contained in the Plan, all actions of the Liquidating Trustee shall be made in consultation with, and subject to the prior approval of, the Post-Confirmation Oversight Committee unless otherwise expressly provided in the Liquidating Trust Agreement.

Section 5.03. Distributions from Spectrum Proceeds, and Allocation and Marshalling of Collateral. Unless RUS or another Holder of an Allowed Secured Claim is determined to have a valid Lien against the Spectrum Proceeds, no portion of the Spectrum Proceeds shall be used to make any payments on account of Secured Claims under this Plan. If RUS or any other Holder of an Allowed Secured Claim is determined to have a valid Lien against the Spectrum Proceeds through the Committee Adversary Proceeding or otherwise, the Allowed RUS Secured Claim, or such other Allowed Secured Claim, may be paid from some or all of the Spectrum Proceeds pursuant to Final Order of the Court either pursuant to agreement between the Debtor and the Committee or after a contested matter or adversary proceeding (a “Marshalling Proceeding”) initiated by the Debtor, the Committee, the Liquidating Trustee, RUS, or any other holder of an Allowed Secured Claim through which the Court may determine, without limitation, (a) the extent to which the Allowed RUS Secured Claim or any other Allowed Secured Claim must be first satisfied from the Spectrum Proceeds, the Capital Contribution, or any other property of the

Debtor's estate under the doctrine of marshalling or any other similar doctrine with respect to any collateral, including the Spectrum Proceeds, (b) the allocation of the Allowed RUS Secured Claim or any other Allowed Secured Claim among the Spectrum Proceeds, property vested with the Reorganized Debtor, if any, and any other property of the Debtor or the Debtor's estate, and (c) all parties' respective rights regarding any property of the Debtor or proceeds thereof not previously determined through the Plan or other Final Order of the Court. All parties' rights and defenses in any Marshalling Proceeding are hereby reserved and preserved, and confirmation of this Plan shall not prejudice any parties' rights or defenses.

Section 5.04. Reserve for Professional Fees and Disputed Claims. On or before the Effective Date, the Debtor or the Liquidating Trustee, as appropriate, shall place in a reserve account Cash sufficient to make payments on account of Professional Fee Claims, Post-Effective Date Professional Fees, and Disputed Claims pursuant to the Plan.

Section 5.05. Disputed Claims. Notwithstanding anything in the Plan to the contrary, in the event that any Claim shall remain a Disputed Claim as of the Effective Date or the applicable date of payment pursuant to this Plan, the amount of the distribution for such Claim under this Plan shall not be made with respect to such Disputed Claim until such Claim becomes an Allowed Claim by virtue of a Final Order.

Section 5.06. Payment after Allowance of Disputed Claim. Payments to each Holder of a Disputed Claim, to the extent such Claim becomes an Allowed Claim by virtue of a Final Order, shall be made in accordance with the provisions of the Plan governing the Class of Claims to which the Allowed Claim belongs. No interest shall be paid on account of a Disputed Claim which later becomes an Allowed Claim.

Section 5.07. Schedule of Disputed Claims. On or before the Effective Date, the Debtor or the Liquidating Trustee, as appropriate, shall file with the Bankruptcy Court a list of all Claims (the "Disputed Claims Schedule") to which the Debtor or the Liquidating Trustee, as appropriate, intends to file an objection disputing the amount, validity, secured status, priority, or other aspect of such claim. For purposes of distributions under this Plan, each Claim listed by the Debtor on the Disputed Claims Schedule shall be deemed a Disputed Claim until such Claim has been Allowed by virtue of a Final Order.

Section 5.08. Claims Objection Deadline. Objections to Claims shall be filed with the Bankruptcy Court on or before the Claims Objection Deadline. The Claims Objection Deadline may be extended by the Bankruptcy Court upon motion of the Reorganized Debtor or the Liquidating Trustee, as appropriate.

Section 5.09. Organizational Action. Each of the members of the Debtor and/or the Reorganized Debtor is authorized, in accordance with his or her authority under any resolution of the board of directors of the Debtor and/or the Reorganized Debtor to execute, deliver, file or record such contracts, instruments, releases, indentures and/or other agreements or documents and to take such action as may be necessary and appropriate to effectuate the terms and provisions of the Plan.

**ARTICLE VI.
PRESERVATION OF CAUSES OF ACTION
RIGHT TO DEFEND AND CONTEST**

Section 6.01. Preservation of Rights.

The Debtor specifically preserves any Causes of Action held by the Estate. Confirmation and effectiveness of this Plan shall not be deemed to release any such Causes of Action. However, if the Reorganization Effective Date occurs, the Reorganized Debtor does not intend to pursue such Causes of Action. If the Liquidation Effective Date occurs, the Liquidating Trustee shall decide whether or not to pursue the Causes of Action. In the event that the Plan does not become effective, all settlements, releases and proposed treatments in the Plan are void *ab initio* and all parties reserve their rights to pursue or defend any matter as if the Plan had never been confirmed.

Section 6.02. Setoffs.

Except to the extent that any Claim is Allowed, the Debtor, the Reorganized Debtor, or the Liquidating Trustee, as applicable, may, but shall not be required to, set off against any Claims and the payments or distributions to be made pursuant to the Plan in respect of such Claims, any and all debts, liabilities, Causes of Action and Claims of every type and nature whatsoever which the Estate, the Debtor, the Reorganized Debtor or the Liquidating Trustee may have against such Creditors, but neither the failure to do so nor the allowance of any such Claims, whether pursuant to the Plan or otherwise, shall constitute a waiver or release by the Debtor, the Reorganized Debtor or the Liquidating Trustee of any such Claims or Causes of Action the Debtor, the Reorganized Debtor or the Liquidating Trustee may have against such Creditors.

**ARTICLE VII.
CONDITIONS TO CONFIRMATION AND THE EFFECTIVENESS OF THE PLAN**

Section 7.01. Conditions to Confirmation. The following are conditions precedent to confirmation of the Plan:

(a) The Bankruptcy Court shall have entered an order or orders, which may be the Confirmation Order, approving the Plan, authorizing the Debtor to execute, enter into and deliver the Plan and any documents relating thereto and to execute, implement and to take all actions otherwise necessary or appropriate to give effect to the transactions contemplated by the Plan.

(b) The Confirmation Order shall be in a form and substance acceptable to the Debtor, Tower Bridge, and the Committee.

Section 7.02. Conditions to Occurrence of Reorganization Effective Date. The following are conditions precedent to the occurrence of the Reorganization Effective Date:

(a) The Confirmation Order shall have been entered by the Bankruptcy Court through a Final Order and shall be in full force and effect and not be subject to any stay or injunction.

(b) All actions, documents and agreements necessary to implement the Plan, including with respect to the issuance of new equity interests in the Reorganized Debtor and the Capital Contribution, shall have been effected or executed as determined by the Debtor in its sole and absolute discretion.

(c) The Debtor shall have raised the entire Capital Contribution.

(d) The Debtor shall have filed the Liquidating Trust Agreement.

(e) The Liquidating Trust Agreement shall have been approved by the Bankruptcy Court through a Final Order.

Section 7.03. Conditions to Occurrence of Liquidation Effective Date. The following are conditions precedent to the occurrence of the Liquidation Effective Date:

(a) The Confirmation Order shall have been entered by the Bankruptcy Court through a Final Order and shall be in full force and effect and not be subject to any stay or injunction.

(b) The Debtor shall have filed the Notice of Liquidation and the Liquidating Trust Agreement.

(c) The Liquidating Trust Agreement shall have been approved by the Bankruptcy Court through a Final Order.

(d) Any and all sales of Property pursuant to Section 5.02(b) hereof shall have closed.

Section 7.04. Failure to Satisfy Conditions to Occurrence of Effective Date.

The failure to satisfy any condition other than Section 7.02(a) that is a requirement to occurrence of the Effective Date may be asserted by the Debtor as a reason not to declare an Effective Date, provided that the Debtor determines that such condition cannot reasonably be satisfied. In such event, the Debtor shall file a motion to modify or withdraw the Plan, and creditors and parties in interest shall have the right to be heard with respect to such motion.

ARTICLE VIII. EFFECTS OF CONFIRMATION

Section 8.01. Terms Binding. On the Effective Date, all provisions of this Plan, including all Exhibits attached hereto, shall be binding upon the Debtor, all Claimants and Interest holders of the Debtor, and all entities that are affected in any manner by the Plan.

Section 8.02. Discharge. Except as otherwise provided herein, a Final Order confirming this Plan shall constitute a discharge, as of the Reorganization Effective Date, of any and all debts of the Debtor that arose at any time prior to the entry of the Confirmation Order, pursuant to Section 1141(d)(1)(A) of the Bankruptcy Code. This discharge provision does not impact obligations explicitly created under this Plan. This discharge provision shall not apply if the Liquidation Effective Date occurs.

Section 8.03. Vesting of Assets. If the Reorganization Effective Date occurs, then on the Reorganization Effective Date (a) the Reorganized Debtor shall be vested with all interests and property other than the Reorganization Proceeds, including Causes of Action, of the Debtor's estate free and clear of all claims, Liens, charges and other interests of Creditors or Interest holders arising prior to the Petition Date, except as expressly provided for in this Plan and (b) the Liquidating Trust shall be vested with the Liquidating Trust Assets free and clear of all claims, Liens, charges and other interests of Creditors or Interest holders arising prior to the Petition Date, except as expressly provided for in this Plan. If the Liquidation Effective Date occurs, then on the Liquidation Effective Date, the Liquidating Trust shall be vested with all Liquidating Trust Assets free and clear of all claims, Liens, charges and other interests of Creditors or Interest holders arising prior to the Petition Date, except as expressly provided for in this Plan.

Section 8.04. Executory Contracts and Unexpired Leases.

(a) Assumption or Rejection of Contracts Under Reorganization Alternative. If the Reorganization Effective Date occurs, all executory contracts and unexpired leases that exist between the Debtor and any Person or Entity shall be deemed assumed by the Debtor effective as of the Reorganization Effective Date, except for any executory contract or unexpired lease: (i) that has been assumed or rejected pursuant to a Final Order of the Bankruptcy Court entered prior to the Reorganization Effective Date; or (ii) as to which a motion for approval of the assumption or rejection of such executory contract or unexpired lease has been filed and served prior to the Reorganization Effective Date.

(b) Assumption or Rejection of Contracts Under Liquidation Alternative. If the Liquidation Effective Date occurs, all executory contracts and unexpired leases that exist between the Debtor and any Person or Entity shall be deemed rejected by the Debtor effective as of the Liquidation Effective Date, except for any executory contract or unexpired lease: (i) that has been assumed or rejected pursuant to a Final Order of the Bankruptcy Court entered prior to the Liquidation Effective Date; (ii) as to which a motion for approval of the assumption or rejection of such executory contract or unexpired lease has been filed and served prior to the Liquidation Effective Date; or (iii) that has been assumed and assigned to a third party buyer pursuant to a Final Order of the Bankruptcy Court.

(c) Payment of Cure Amounts for Assumption of Contracts. If the Reorganization Effective Date occurs, the Debtor shall pay any cure amounts owed to the non-debtor parties of executory contracts or unexpired leases that are assumed by the Debtor pursuant to this Plan on the Reorganization Effective Date from the Capital Contribution. If the Liquidation Effective Date occurs, and there is assumption and assignment of any executory contract or unexpired lease, the assignee of such executory contract or unexpired lease shall pay any cure amount owed.

Section 8.05. Claims Settlement. Notwithstanding any requirement that may be imposed pursuant to Bankruptcy Rule 9019, from and after the Effective Date all Claims may be compromised and settled by the Reorganized Debtor or the Liquidating Trustee, as appropriate, in the following manner:

(a) Settlements or compromises do not require the review or approval of the Bankruptcy Court or any other party in interest if:

- (i) the settlement or compromise of the Claim pursuant to which such Claim is Allowed is \$25,000 or less; and
- (ii) the settlement or compromise of the Claim where the difference between the amount of the Claim listed on the Debtor's schedules and the amount of the Claim proposed to be Allowed under the settlement is \$25,000 or less.

(b) Settlements or compromises reached by the Debtor or Reorganized Debtor that involve an Insider shall be submitted to the Bankruptcy Court for approval. Settlements or compromises reached by the Liquidating Trustee, if applicable, that involve an Insider shall be submitted to the Bankruptcy Court for approval only if required by Section 8.05(a) hereof.

Section 8.06. Bar Date for Administrative Claims. Any Claimant asserting an Administrative Claim against the Debtor's bankruptcy estate, other than any professionals asserting Professional Fee Claims shall file a request for the allowance of such claim no later than sixty (60) days after the Effective Date (the "Administrative Claims Bar Date") or such Claim shall be forever barred, and the Debtor shall have no obligation to make distribution on any such Claim pursuant to this Plan.

Section 8.07. Deadline for Professional Fee Claims. Any professionals asserting a Professional Fee Claim against the Debtor shall file its final application for allowance of such Professional Fee Claim no later than sixty (60) days after the Effective Date. Any Professional Fee Claim that is Allowed by the Court after the Effective Date shall be paid by the Debtor as soon as practicable after allowance of such Claim by the Court.

Section 8.08. Transfer Under Plan. Any transfer pursuant to this Plan or the Confirmation Order, including any sale, transfer or contribution of property or the provision of any security or mortgage in connection with such a sale or plan funding is critical to the Plan's consummation and effectiveness and shall constitute a "transfer under a plan" within the purview of Section 1146(c) of the Bankruptcy Code and shall not be subject to transfer, stamp or similar taxes in accordance with such section. The transfer of any property of the Estate, or the recording of any deed, lease, mortgage, or other instrument executed and delivered in connection herewith, from time to time shall be free and clear of any and all stamp or similar taxes or recording fees imposed upon the making or delivery of an instrument or transfer pursuant to Section 1146(c) of the Bankruptcy Code.

Section 8.09. Recordation of Plan and Confirmation Order. A true, certified copy of the Plan and the Confirmation Order may be recorded in any public place appropriate for such recordation. Pursuant to Section 1146(c) of the Bankruptcy Code, the making or delivery of an instrument of transfer under the Plan may not be taxed under any law imposing a stamp or similar tax. In order to effectuate Section 1146(c) of the Bankruptcy Code, each recorder of deeds or similar official for any county, city or governmental unit in which deeds for transfer of

any property of the Estate is to be recorded shall, pursuant to the Confirmation Order, be ordered and directed to accept such deeds for recording and promptly to record such deeds.

Section 8.10. Execution of Documents Extinguishing Liens. The Reorganized Debtor or the Liquidating Trustee, as appropriate, shall have the authority and power to execute documents extinguishing Liens on behalf of those creditors whose Liens have been and will be extinguished pursuant to the Plan.

Section 8.11. Injunctions and Exculpation.

(a) Terms of Existing Injunctions or Stays. Unless otherwise provided herein, all injunctions or stays arising under or entered during the Chapter 11 Case under Sections 105 or 362 of the Bankruptcy Code, or otherwise, and in existence on the Confirmation Date, shall remain in full force and effect until the later of the Effective Date or the date indicated in the order providing for such injunction or stay.

(b) Injunctions. Except as provided for in the Plan or the Confirmation Order, as of the Effective Date, all Claimants that have held, currently hold, or may hold a Claim or other debt or liability that is discharged, are permanently enjoined from taking any of the following actions against the Debtor, the Reorganized Debtor, or its property on account of any of its discharged claims, debts or liabilities: (i) commencing or continuing, in any manner or in any place, any action or other proceeding; (ii) enforcing, attaching, collecting or recovering in any manner any judgment, award, decree or order; (iii) creating, perfecting or enforcing any Lien or encumbrance; (iv) asserting a setoff, right of subrogation or recoupment of any kind against any debt, liability or obligation due to the Debtor or the Reorganized Debtor, except as provided for in the Plan; and (v) commencing or continuing any action, in any manner, or in any place, that does not comply with or is inconsistent with the provisions of the Plan. By accepting any payment pursuant to the Plan, each holder of an Allowed Claim shall be deemed to have specifically consented to the injunctions set forth in this Article.

(c) Exculpation. Neither the Debtor, its Estate, the Reorganized Debtor, the Committee, Tower Bridge, nor any of their respective officers, directors, employees, advisors, professionals, agents or members shall have or incur any liability to, or be subject to any right of action by, the Debtor, any holder of a Claim or Interest or any other party-in-interest for any act or omission in connection with, related to, or be subject to any right of action by the Debtor arising out of the Chapter 11 Case, negotiations regarding or concerning the Plan or the pursuit of confirmation of the Plan, the consummation of the Plan or the administration of the Plan or the property to be distributed under the Plan, any act taken or omitted to be taken after the Petition Date, except for willful misconduct or gross negligence, and, in all respects, the Debtor, its Estate, the Reorganized Debtor, and their respective officers, directors, employees, advisors, professionals and agents shall be entitled to rely upon the advice of counsel with respect to their duties and responsibilities under the Plan.

Section 8.12. Releases.

(a) Releases by Debtor of Released Parties. Effective on the Effective Date, and except as otherwise provided in the Plan or the Confirmation Order, for good and valuable

consideration, the adequacy of which is hereby confirmed, the Debtor and the Reorganized Debtor will be deemed to have forever released, waived and discharged the Released Parties from any and all Claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action and liabilities (other than the rights of the Debtor or the Reorganized Debtor to enforce the Plan and the contracts, instruments, releases, indentures and other agreements or documents delivered thereunder), whether for tort, contract, violations of federal or state securities laws, or otherwise, 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, including actions in connection with indebtedness for money borrowed by the Debtor, taking place on or prior to the Effective Date in any way relating to the Debtor, the Chapter 11 Case, or the Plan, provided, however, the Retained Avoidance Actions against Insiders shall only be released pursuant to this paragraph if the Reorganization Effective Date occurs, and if the Liquidation Effective Date occurs, the Retained Avoidance Actions are not released pursuant to this paragraph.

(b) Releases by Holders of Claims and Interests. Effective on the Effective Date, in consideration for the obligations of the Debtor under the Plan and the payments, contracts, instruments, releases, agreements or documents to be entered into or delivered in connection with the Plan, each Person (excluding the Debtor) that has held, currently holds or may hold a Claim or Interest, and any Affiliate of any such Person (as well as any trustee or agent on behalf of each such Person), shall be deemed to have forever waived, released and discharged the Released Parties from any and all Claims, obligations, suits, judgments, damages, rights, Causes of Action and liabilities whatsoever (other than the right to enforce the performance of their respective obligations, if any, to the Debtor or the Reorganized Debtor under the Plan, and the contracts, instruments releases and other agreements delivered under the Plan), whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, then existing or thereafter arising, in law, equity or otherwise that are based in whole or in part on any act or omission, transaction, event or other occurrence taking place on or prior to the Effective Date in any way relating to the Debtor or the Chapter 11 Case other than Claims or liabilities arising out of or relating to any act or omission that constitutes a failure to perform the duty to act in good faith and where such failure to perform constitutes willful misconduct, gross negligence, or fraud; provided, that this Section 8.13(b) shall not release any Person from any Claim or Cause of Action existing as of the Effective Date, based on (x) the Internal Revenue Code or any other domestic state, city or municipal tax code, (y) any liability that the Person may have as an owner or operator of real property after Confirmation under the environmental laws of the United States or any domestic state, city or municipality or (z) any criminal laws of the United States or any domestic state, city or municipality.

(c) Releases by Debtor of Non-Insider Avoidance Actions. If the Reorganization Effective Date occurs, and effective on the Reorganization Effective Date, for good and valuable consideration, the adequacy of which is hereby confirmed, the Debtor and the Reorganized Debtor will be deemed to have forever released, waived and discharged all Non-Insiders from any and all Non-Insider Avoidance Actions. If the Liquidation Effective Date occurs, all Non-Insider Avoidance Actions shall be preserved.

(d) Committee Adversary Proceeding Against RUS Unaffected. Nothing contained in this Section or elsewhere in this Plan shall be deemed to release the claims and causes of action that were or could have been asserted against RUS through the Committee Adversary Proceeding. Effective as of the Effective Date, the Liquidating Trustee shall automatically be deemed to be substituted for the Committee as plaintiff in the Committee Adversary Proceeding. The Liquidating Trustee is hereby authorized to note the substitution through a notice filed in the Committee Adversary Proceeding.

Section 8.13. Other Documents and Actions. The Debtor is authorized to execute such documents and take such other action as is necessary to effectuate the transactions provided for in the Plan. As of the Effective Date, the Committee Adversary Proceeding against Tower Bridge shall only be deemed withdrawn as to Tower Bridge; the Liquidating Trustee is hereby authorized to file a notice in the Committee Adversary Proceeding after the Effective Date noting that the Committee Adversary Proceeding is withdrawn only as to Tower Bridge.

Section 8.14. Preservation of Insurance. Except as necessary to be consistent with the Plan, the Plan and the discharge provided herein, if any, shall not diminish or impair: (a) the enforceability of insurance policies that may cover Claims against the Debtor or any other Person or Entity; or (b) the continuation of workers' compensation programs in effect, including self-insurance programs.

Section 8.15. No Successor Liability. Except as otherwise expressly provided in the Plan, the Debtor and the Reorganized Debtor do not, pursuant to the Plan or otherwise, assume, agree to perform, pay, or indemnify or otherwise have any responsibilities for any liabilities or obligations of the Debtor or any other party relating to or arising out of the operations of or assets of the Debtor, whether arising prior to, on, or after the Effective Date.

ARTICLE IX. RETENTION OF JURISDICTION

Section 9.01. Exclusive Jurisdiction of Bankruptcy Court.

Notwithstanding the entry of the Confirmation Order and the occurrence of the Effective Date, the Bankruptcy Court shall retain after the Effective Date exclusive jurisdiction over all matters arising out of, arising in or related to the Chapter 11 Case to the fullest extent permitted by applicable law, including, without limitation, jurisdiction to:

(a) classify or establish the priority or secured or unsecured status of any Claim (whether filed before or after the Effective Date and whether or not contingent, Disputed or unliquidated) or resolve any dispute as to the treatment of any Claim pursuant to the Plan;

(b) grant or deny any applications for allowance of compensation or reimbursement of expenses pursuant to sections 330, 331 or 503(b) of the Bankruptcy Code or otherwise provided for in the Plan, for periods ending on or before the Effective Date;

(c) determine and resolve any matters related to the assumption or rejection of any executory contract or unexpired lease to which the Debtor is a party or with respect to which the

Debtor may be liable, and to hear, determine and, if necessary, liquidate any Claims arising therefrom;

(d) ensure that all payments due under the Plan and performance of the provisions of the Plan are accomplished as provided herein and resolve any issues relating to distributions to Holders of Allowed Claims pursuant to the provisions of the Plan;

(e) construe, take any action and issue such orders, prior to and following the Confirmation Date and consistent with section 1142 of the Bankruptcy Code, as may be necessary for the enforcement, implementation, execution and consummation of the Plan and all contracts, instruments, releases, indentures and other agreements or documents created in connection with the Plan, including, without limitation, the Disclosure Statement and the Confirmation Order, for the maintenance of the integrity of the Plan in accordance with sections 524 and 1141 of the Bankruptcy Code following consummation;

(f) determine and resolve any cases, controversies, suits or disputes that may arise in connection with the consummation, interpretation, implementation or enforcement of the Plan (and all Exhibits to the Plan) or the Confirmation Order, including the indemnification and injunction provisions set forth in and contemplated by the Plan or the Confirmation Order, or any Entity's rights arising under or obligations incurred in connection therewith;

(g) hear any application of the Debtor or, if the Liquidation Effective Date occurs, the Liquidating Trustee to modify the Plan after the Effective Date pursuant to section 1127 of the Bankruptcy Code and Section 10.02 hereof or modify the Disclosure Statement, the Confirmation Order or any contract, instrument, release, indenture or other agreement or document created in connection with the Plan, the Disclosure Statement or the Confirmation Order, or remedy any defect or omission or reconcile any inconsistency in any Bankruptcy Court order, the Plan, the Disclosure Statement, the Confirmation Order or any contract, instrument, release, indenture or other agreement or document created in connection with the Plan, the Disclosure Statement or the Confirmation Order, in such manner as may be necessary or appropriate to consummate the Plan, to the extent authorized by the Bankruptcy Code and the Plan;

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

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

(j) determine any other matters that may arise in connection with or relating to the Plan, the Disclosure Statement, the Confirmation Order or any contract, instrument, release, indenture or other agreement or document created in connection with the Plan, the Disclosure Statement or the Confirmation Order, including the Liquidating Trust Agreement, except as otherwise provided in the Plan;

(k) determine such other matters and for such other purposes as may be provided in the Confirmation Order;

(l) hear and determine any other matters related hereto and not inconsistent with chapter 11 of the Bankruptcy Code;

(m) hear and determine disputes arising in connection with the interpretation, implementation or enforcement of the Plan;

(n) enter a Final Decree closing the Chapter 11 Case;

(o) allow, disallow, determine, liquidate or estimate any Claim, including the compromise, settlement and resolution of any request for payment of any Claim, the resolution of any Objections to the allowance of Claims and to hear and determine any other issue presented hereby or arising hereunder, including during the pendency of any appeal relating to any Objection to such Claim (to the extent permitted under applicable law);

(p) permit the Debtor, the Reorganized Debtor, or the Liquidating Trustee as applicable, to the extent provided for in the Plan, to recover all assets of the Debtor and Property of its Estate, wherever located;

(q) hear and determine any motions or contested matters involving taxes, tax refunds, tax attributes and tax benefits and similar or related matters with respect to the Debtor or the Debtor's Estate arising prior to the Effective Date or relating to the period of administration of the Chapter 11 Case, including, without limitation, matters concerning federal, state and local taxes in accordance with sections 346, 505 and 1146 of the Bankruptcy Code; and

(r) hear and determine any motions, applications, adversary proceedings, contested matters and other litigated matters pending on, filed or commenced after the Effective Date that may be commenced by the Debtor, the Reorganized Debtor or the Liquidating Trustee, as applicable, thereafter, including Retained Avoidance Actions, proceedings with respect to the rights of the Debtor, the Reorganized Debtor or the Liquidating Trustee to recover Property under sections 502, 510, 541, 542, 543, 544, 545, 547, 548, 550, 551 or 553 of the Bankruptcy Code to the extent not released pursuant to the Plan, or proceedings to otherwise collect to recover on account of any Claim or Cause of Action that the Debtor or the Liquidating Trustee, as applicable, may have had to the extent not released pursuant to the Plan.

Section 9.02. Failure of Bankruptcy Court to Exercise Jurisdiction.

If the Bankruptcy Court abstains from exercising or declines to exercise jurisdiction over any matter arising under, arising in or related to the Debtor, including with respect to the matters set forth above in Section 9.01 hereof, this Article IX shall not prohibit or limit the exercise of jurisdiction by any other court having competent jurisdiction with respect to such subject matter.

**ARTICLE X.
MISCELLANEOUS PROVISIONS**

Section 10.01. Binding Effect of Plan. The provisions of the Plan shall be binding upon and inure to the benefit of the Debtor, the Estate, the Reorganized Debtor or the Liquidating Trustee, as applicable, any Holder of any Claim or Interest treated herein or any Person named or referred to in the Plan, and each of their respective heirs, executors, administrators,

representatives, predecessors, successors, assigns, agents, officers and directors, and, to the fullest extent permitted under the Bankruptcy Code and other applicable law, each other Person affected by the Plan.

Section 10.02. Modification of the Plan.

(a) Before Confirmation. At any point prior to entry of the Confirmation Order, the Debtor may modify the Plan but may not modify the Plan so that the Plan, as modified, fails to meet the requirements of Sections 1122 and 1123 of the Bankruptcy Code. If the Debtor files a modified Plan with the Bankruptcy Court, the Plan as modified shall become the Plan.

(b) After Confirmation. At any time after entry of the Confirmation Order and before substantial consummation of the Plan, the Debtor may modify the Plan but may not modify the Plan so that the Plan, as modified, fails to meet the requirements of Sections 1122 and 1123 of the Bankruptcy Code. The Plan as modified under this Section 10.2(b) becomes the Plan only if the Bankruptcy Court, after notice and hearing, confirms such Plan as modified under Section 1129 of the Bankruptcy Code.

Section 10.03. Payments Under the Plan. Whenever any payment required to be made under the Plan is due on a day other than a Business Day, such payment shall be made instead, without interest, on the immediately succeeding business day, but shall be deemed to have been made on the date due. Except as otherwise provided in the Plan, any payment shall be allocated to the principal amount of the Claim (as determined for federal income tax purposes) first and then, to the extent the payment exceeds the principal amount of the Claim, to the portion of the Claim representing the accrued but unpaid interest. Any payment to be made pursuant to the Plan shall be deemed paid when a check is deposited in the U.S. mail. Notwithstanding anything to the contrary contained herein, no payment of fractions of cents shall be made. Fractional cents shall be rounded down to the nearest whole cent.

Section 10.04. Address for Payments Under the Plan. Subject to Bankruptcy Rule 9010, any payment to a Holder of an Allowed Claim shall be made at the address of such Holder as set forth on the proof of claim filed by such Holder (or the last known address of such Holder if no proof of claim is filed). If any payment is returned to the Reorganized Debtor as undeliverable, no further payments shall be made unless and until the Reorganized Debtor is notified of the Holder's current address within three (3) months after the payment was returned, at which time any missed payments shall be made to the Holder without interest.

Section 10.05. Time Bar to Payments. Checks issued for payments on account of Allowed Claims shall be null and void if not negotiated within one hundred eighty (180) days after the issuance thereof. Requests for reissuance of any check shall be made directly to the Reorganized Debtor. All Claims relating to void checks as provided herein shall be barred forever and such unpaid payments shall revert to the Reorganized Debtor.

Section 10.06. Manner of Payment Under the Plan. Unless a Claimant agrees otherwise, any payment to be made under the Plan shall be made, at the election of the Reorganized Debtor, by check drawn on a domestic bank or by wire transfer from a domestic bank.

Section 10.07. Severability.

Should the Bankruptcy Court determine, prior to the Confirmation Date, that any provision of the Plan is either illegal on its face or illegal as applied to any Claim or Interest, such provision shall be unenforceable as to all Holders of Claims or Interests or to the specific Holder of such Claim or Interest, as the case may be, as to which such provision is illegal. Unless otherwise determined by the Bankruptcy Court, such a determination of unenforceability shall in no way limit or affect the enforceability and operative effect of any other provision of the Plan.

Section 10.08. Governing Law. Except to the extent that the Bankruptcy Code or Bankruptcy Rules or other federal laws are applicable, and subject to the provisions of any contract, instrument, release, indenture or other agreement or document entered into in connection with the Plan, the construction, implementation and enforcement of the Plan and all rights and obligations arising under the Plan shall be governed by, and construed and enforced in accordance with, the laws of the Commonwealth of Pennsylvania, without giving effect to conflicts-of-law principles which would apply the law of a jurisdiction other than the Commonwealth of Pennsylvania.

Section 10.09. Payment of Statutory Fees. All outstanding United States Trustee Fee Claims, as determined, if necessary, by the Bankruptcy Court at the hearing to consider Confirmation of the Plan, shall be paid on or before the Effective Date by the Debtor or the Liquidating Trustee, as applicable, until the case is closed by entry of a Final Decree, converted, or dismissed.

Section 10.10. Surrender and Cancellation of Instruments. On the Effective Date, except as otherwise provided in the Plan, all promissory notes, instruments, securities and agreements evidencing a Claim shall be canceled. At the option of the Reorganized Debtor or the Liquidating Trustee, as applicable, no payment hereunder shall be made to or on behalf of any Holder of any Claim, unless and until such promissory note, instrument, security or agreement is surrendered or the unavailability thereof is reasonably established to the satisfaction of the Debtor and such Holder of a Claim executes and delivers any documents necessary to release all encumbrances arising under any applicable security agreement or nonbankruptcy law and such other documents as the Debtor may reasonably request. In accordance with Section 1143 of the Bankruptcy Code, any such Holder of a Claim that fails to surrender or cause to be surrendered such promissory note, instrument, security or agreement or to execute and deliver an affidavit of loss and indemnity reasonably satisfactory to the Reorganized Debtor or the Liquidating Trustee, as applicable, and, in the event that the Reorganized Debtor or the Liquidating Trustee requests, furnishes a bond in form and substance reasonably satisfactory to the Reorganized Debtor or the Liquidating Trustee (including, without limitation, amount), shall be deemed to have forfeited all rights, claims, and interests and shall not participate in any payment hereunder (to the extent otherwise entitled).

Section 10.11. Notices.

Any notice required or permitted to be provided under this Plan to the Debtor, or any request for information with respect to the Plan, shall be in writing and served by either (a)

certified mail, return receipt requested, postage prepaid, (b) hand delivery or (c) reputable overnight delivery service, freight prepaid, to be addressed as follows:

Limitless Mobile, LLC
2574 Interstate Drive
Harrisburg, PA 17110
Attn: Amir Rajwany
Email: amir.rajwany@limitlessmobile.com

With copies to:

Dilworth Paxson LLP
1500 Market Street
Suite 3500E
Philadelphia, PA 19102
Attn.: Lawrence G. McMichael and Jennifer L. Maleski
Email: lmc michael@dilworthlaw.com; jmaleski@dilworthlaw.com

Section 10.12. Filing of Additional Documents. The Plan Documents and any other documents, agreements, instruments, schedules or exhibits specified in the Plan shall, except as provided otherwise herein, be contained in Plan supplements filed from time to time, all of which shall be filed with the Bankruptcy Court no later than seven (7) calendar days prior to the Voting Deadline. Unless otherwise expressly provided in the Plan, the Debtor shall remain free to modify or amend any such documents after such date. Upon filing with the Bankruptcy Court, the Plan supplements may be inspected in the office of the clerk of the Bankruptcy Court during normal court hours. Holders of Claims or Interests may also obtain a copy of the Plan supplements on the Debtor's Case Information Website (located at www.omnimgt.com/limitlessmobile) or the Bankruptcy Court's Website (located at www.paeb.uscourts.gov).

Section 10.13. Section 1125 of the Bankruptcy Code. The Debtor has, and upon Confirmation of the Plan shall be deemed to have, solicited acceptances of the Plan in good faith and in compliance with the applicable provisions of the Bankruptcy Code. The Debtor (and its respective Affiliates, officers, directors, employees, consultants, agents, advisors, members, attorneys, accountants, financial advisors, other representatives and Professionals), shall also be deemed to have participated in good faith and in compliance with the applicable provisions of the Bankruptcy Code in the offer, issuance, sale, and purchase of any securities offered and sold under the Plan, and is not, and on account of such offer, issuance, sale, solicitation, and/or purchase will not be, liable at any time for the violation of any applicable law, rule, or regulation governing the solicitation of acceptances or rejections of the Plan or the offer, issuance, sale, or purchase of any securities offered and sold under the Plan.

Section 10.14. Time. Unless otherwise specified herein, in computing any period of time prescribed or allowed by the Plan, the Day of the act or event from which the designated period begins to run shall not be included. The last Day of the period so computed shall be included, unless it is not a Business Day, in which case the period runs until the end of the next

succeeding Day that is a Business Day. Otherwise, the provisions of Bankruptcy Rule 9006 shall apply.

Section 10.15. No Interest or Attorneys' Fees. Except as expressly provided for in the Plan, or as allowed by the Bankruptcy Court, no interest, penalty or late charge arising after the Petition Date, and no award or reimbursement of attorneys' fees or related expenses or reimbursements, shall be allowed on, or in connection with, any Claim.

Section 10.16. Dissolution of the Committee. On the Effective Date, the Committee shall be dissolved and the members thereof shall be released and discharged of and from all further authority, duties, responsibilities and obligations related to, arising from or in connection with the Chapter 11 Case, and the retention or employment of the Committee's attorneys, accountants, and other agents, if any, shall terminate, except for purposes of filing and prosecuting applications for final allowances of compensation for professional services rendered and reimbursement of expenses incurred in connection therewith, or any appeal of the Confirmation Order.

Section 10.17. Remedy of Technical Defects. After the Effective Date, the Reorganized Debtor or the Liquidating Trustee, as applicable, may, with approval of the Bankruptcy Court, and so long as it does not materially and adversely affect the interests of any Claimant, remedy any defect or omission, or reconcile any inconsistencies in the Plan or in the Confirmation Order, in such manner as may be necessary to carry out the purposes and effect of the Plan.

Section 10.18. No Waivers. Notwithstanding anything herein to the contrary, nothing contained in the Plan shall be deemed a waiver by the Debtor with respect to any matter set forth herein, including, without limitation, liability on any Claim or Interest or the propriety of any classification of any Claim or Interest.

Section 10.19. Entire Agreement. Except as provided otherwise herein, the Plan (and all Exhibits to the Plan and any Plan supplements that may be filed) sets forth the entire agreement and undertakings relating to the subject matter hereof and supersedes all prior discussions and documents. The Debtor shall not be bound by any terms, conditions, definitions, warranties, understandings, or representations with respect to the subject matter hereof, other than as expressly provided for herein or as may hereafter be agreed to by the parties in writing.

Section 10.20. Waiver. The Debtor, the Reorganized Debtor or the Liquidating Trustee, as appropriate, reserves the right to waive any provision of this Plan to the extent such provision is for the sole benefit of the Debtor and/or its officers or directors.

The Debtor hereby requests Confirmation of the Plan pursuant to section 1129(a) or section 1129(b) of the Bankruptcy Code

Dated: October 2, 2017

/s/ Jesse N. Silverman

DILWORTH PAXSON LLP

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Counsel for the Debtor and Debtor in Possession

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

In re: <u>In re:</u>	:	Chapter 11
Limitless Mobile, LLC,	:	Case No. 16-12685 (KJC)
Debtor.	:	

**FIRST AMENDED PLAN OF REORGANIZATION OF
LIMITLESS MOBILE, LLC**

Dated: ~~July 31,~~October 2, 2017

AS PROPOSED BY THE DEBTOR

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INTRODUCTION

This Chapter 11 Plan (as may be amended or modified hereafter in accordance with its terms, the “Plan”), dated as of ~~July 31,~~October 2, 2017 is proposed by debtor Limitless Mobile, LLC (the “Debtor”). Reference is made to the Disclosure Statement, filed on ~~July 31,~~October, 2017, accompanying the Plan for a discussion of the Debtor’s history, business, results of operations, historical financial information, properties, projections for future operations and risk factors, a summary and analysis of the Plan, and certain related matters.

[This Plan contemplates two possible scenarios: the reorganization of the Debtor as a going concern or, if that is not achievable, a sale and orderly liquidation of the Debtor.](#)

SUBJECT TO CERTAIN RESTRICTIONS AND REQUIREMENTS SET FORTH IN SECTION 1127 OF THE BANKRUPTCY CODE, BANKRUPTCY RULE 3019 AND THE PLAN, THE DEBTOR RESERVES THE RIGHT TO ALTER, AMEND, MODIFY, REVOKE OR WITHDRAW THE PLAN PRIOR TO ITS SUBSTANTIAL CONSUMMATION.

Capitalized terms used herein shall have the meanings set forth in Article I hereof. Claims against, and Interests in, the Debtor (other than Administrative Claims and Priority Tax Claims) are classified in Article II hereof and treated in Article III hereof.

ARTICLE I. DEFINITIONS, INTERPRETATION, AND EXHIBITS.

Section 1.01. Definitions.

Unless the context requires otherwise, the following terms shall have the following meanings whether presented in the Plan or the Disclosure Statement with initial capital letters or otherwise. As used herein:

“Administrative Claim” means a Claim for: (a) any cost or expense of administration (including, without limitation, the Professional Fee Claims) of the Chapter 11 Case asserted or arising under sections 503, 507(a)(1), 507(b) or 1114(e)(2) of the Bankruptcy Code including, but not limited to (i) any actual and necessary post-Petition Date cost or expense of preserving the Debtor’s Estate or operating the Debtor, (ii) any post-Petition Date cost, indebtedness or contractual obligation duly and validly incurred or assumed by the Debtor in the ordinary course of its business, (iii) compensation or reimbursement of expenses of Professionals to the extent Allowed by the Bankruptcy Court under sections 330(a) or 331 of the Bankruptcy Code, and (iv) all Allowed Claims that are entitled to be treated as Administrative Claims pursuant to a Final Order of the Bankruptcy Court under section 546 of the Bankruptcy Code, including but not limited to the Administrative Claim of Tower Bridge pursuant to the DIP Loan; and (b) any fees or charges assessed against the Debtor’s Estate under section 1930 of title 28 of the United States Code.

[“Additional Cash Distribution” means an additional \\$1.5 million to be distributed to Holders of Allowed Class 6 General Unsecured Claims pursuant to Section 3.10\(e\) hereof under a reorganization.](#)

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

“Allowed” means, with reference to any Claim, (a) any Claim against the Debtor that has been listed by the Debtor in the Schedules, as such Schedules may have been amended by the Debtor from time to time in accordance with Bankruptcy Rule 1009, as liquidated in amount and not Disputed or contingent, and with respect to which no contrary Proof of Claim has been filed, (b) any Claim specifically allowed under the Plan, (c) any Claim the amount or existence of which has been determined or allowed by a Final Order, or (d) any Claim as to which a Proof of Claim has been timely filed before the Bar Date, provided that at the time of the Effective Date the Debtor has not identified such Claim as being objectionable in part or in whole and no Objection to the allowance thereof has been filed by the Claims Objection Deadline; provided, however, that the term Allowed, with reference to any Claim, shall not include (x) any unliquidated Claim or (y) interest or attorneys’ fees on or related to any Claim that accrues from and after the Petition Date unless otherwise expressly provided for in the Plan. [For the avoidance of doubt, if a Creditor filed a Proof of Claim, all Claims listed by the Debtor in the Schedules for such Creditor are superseded by such Proof of Claim pursuant to Bankruptcy Rule 3003\(c\)\(4\).](#)

“Allowed Claim” means a Claim that is Allowed.

“Allowed Interest” means an Interest that is Allowed.

“Avoidance Actions” means any and all Causes of Action which a trustee, debtor in possession, the Estate or other appropriate party in interest may assert under sections 502, 510, 541, 542, 543, 544, 545, 547, 548, 549, 550, 551, or 553 of the Bankruptcy Code (other than those which are released or dismissed as part of and pursuant to the Plan) or under other similar or related state or federal statutes or common law, including fraudulent conveyance laws.

“Ballot” means the form of ballot to be provided to Holders of claims in classes which are entitled to vote on the Plan, upon which such Holder shall, among other things, indicate their acceptance or rejection of the Plan in accordance with the instructions regarding voting. The Ballots provided to Bondholders shall be formatted with respect to the Bonds and Bondholders.

“Bankruptcy Code” means the Bankruptcy Reform Act of 1978, as codified in title 11 of the United States Code, 11 U.S.C. §§ 101 et seq., as in effect on the Petition Date, together with all amendments and modifications thereto that subsequently may be made applicable to the Chapter 11 Case.

“Bankruptcy Court” means the United States Bankruptcy Court for the District of Delaware or, if such court ceases to exercise jurisdiction over these proceedings, the court or adjunct thereof that exercises jurisdiction over the Chapter 11 Case.

“Bankruptcy Rules” means: (a) the Federal Rules of Bankruptcy Procedure and the Official Bankruptcy Forms, as amended and promulgated under section 2075 of title 28 of the United States Code; (b) the Federal Rules of Civil Procedure, as amended and promulgated under section 2072 of title 28 of the United States Code; (c) any local rules applicable to the Bankruptcy Court; and (d) any standing orders governing practice and procedure issued by the Bankruptcy Court, each as in effect on the Petition Date, together with all amendments and modifications

thereto that were subsequently made applicable to the Chapter 11 Case or proceedings therein, as the case may be.

“Bar Date” means the applicable bar date by which a Proof of Claim must be, or must have been, filed, as established by an order of the Bankruptcy Court.

“Business Day” means any day which is not a Saturday, a Sunday, a “legal holiday” as defined in Bankruptcy Rule 9006(a), or a day on which banking institutions in the State of Delaware are authorized or obligated by law, executive order or governmental decree to be closed.

“Cash” means money, currency and coins, negotiable checks, balances in bank accounts and other lawful currency of the United States of America and its equivalents.

“Causes of Action” means any and all actions, Claims, rights, defenses, third-party claims, damages, executions, demands, crossclaims, counterclaims, suits, choses in action, controversies, agreements, promises, rights to legal remedies, rights to equitable remedies, rights to payment and claims whatsoever, whether known, unknown, reduced to judgment, not reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, Disputed, undisputed, secured or unsecured and whether asserted or assertable directly, indirectly or derivatively, at law, in equity or otherwise, accruing to the Debtor, including, but not limited to, the Avoidance Actions.

“Chapter 11 Case” means the case under chapter 11 of the Bankruptcy Code commenced by the Debtor in the Bankruptcy Court on the Petition Date.

“Claim” shall have the meaning set forth in section 101(5) of the Bankruptcy Code.

“Claimant” means a person or entity holding a Claim or Interest (including their successors, assigns, heirs, executors or personal representatives).

“Claims Agent” means Rust Consulting/Omni Bankruptcy.

“Claims Objection Deadline” means the latest of: (a) 90 days after the Effective Date; (b) 60 days after the date on which any Claim is filed; or (c) such other date as may be fixed by the Bankruptcy Court, whether fixed before or after the date specified in clauses (a) and (b) above.

“Class” means each class, subclass or category of Claims or Interests as classified in Article II of the Plan.

“Confirmation” means the entry by the Bankruptcy Court of the Confirmation Order.

“Confirmation Date” means the date on which the Clerk of the Bankruptcy Court enters the Confirmation Order on the docket of the Bankruptcy Court with respect to the Chapter 11 Case.

“Confirmation Hearing” means the hearing held before the Bankruptcy Court to consider confirmation of the Plan pursuant to sections 1128 and 1129 of the Bankruptcy Code.

“Committee” means the official committee of unsecured creditors in this Chapter 11 Case appointed by the United States Trustee.

“Committee Adversary Proceeding” means adversary proceeding number 17-50881 commenced by the Committee on July 14, 2017 through the Committee’s complaint against RUS and Tower Bridge.

“Confirmation Order” means the order entered by the Bankruptcy Court confirming the Plan pursuant to section 1129 of the Bankruptcy Code.

“Convenience Class Claim” means a General Unsecured Claim that is below \$1,000. For Creditors for which more than one General Unsecured Claim is listed in the Debtor’s schedules or for which more than one proof of claim has been filed, such Claims shall only be considered Convenience Class Claims to the extent the aggregate amount of the Claims held by such Creditor is below \$1,000.

“Creditor” means any Person that is the Holder of any Claim against any the Debtor.

“Day(s)” means, unless expressly otherwise provided, calendar day(s).

“Debtor” means Limitless Mobile, LLC, debtor and debtor-in-possession in this Chapter 11 Case.

“DIP Lender” means Tower Bridge.

“DIP Loan” means the post-petition financing extended by Tower Bridge to the Debtor pursuant to the *Final Order (I) Authorizing Debtor to Obtain Postpetition Financing Pursuant to Sections 363 and 364 of the Bankruptcy Code and (II) Granting Administrative Priority Claims to DIP Lender Pursuant to Section 364 of the Bankruptcy Code* [Docket No. 111] and subsequent Final Orders entered by the Bankruptcy Court.

“Disallowed” means, with respect to any Claim or Interest or portion thereof, any Claim against or Interest in the Debtor which: (a) has been withdrawn, in whole or in part, by agreement of the Debtor and the Holder thereof; (b) has been withdrawn, in whole or in part, by the Holder thereof; or (c) has been disallowed, in whole or part, by Final Order of a court of competent jurisdiction. In each case a Disallowed Claim or a Disallowed Interest is disallowed only to the extent of disallowance or withdrawal.

“Disclosure Statement” means the Debtor’s First Amended Disclosure Statement with Respect to the Chapter 11 Plan filed on ~~July~~October, 2017, including all exhibits, appendices, schedules and annexes, if any, attached thereto, as submitted by the Debtor, as the same may be altered, amended, supplemented or modified from time to time, and which was prepared and distributed in accordance with sections 1125 and 1126(b) of the Bankruptcy Code and Bankruptcy Rule 3018.

“Disputed Claim” means a Claim, or any portion thereof, that is Disputed. For purposes of the Plan, a Claim that has been neither Allowed nor Disallowed shall be considered a Disputed Claim.

“Effective Date” means the ~~first Business Day following the date on which all conditions to consummation set forth in Article IX of the Plan have been satisfied or waived (if capable of being duly and expressly waived), provided that no stay of the Confirmation Order is then in effect.~~ Reorganization Effective Date or Liquidation Effective Date, as applicable.

“Entity” means any individual, corporation, limited or general partnership, joint venture, association, joint stock company, limited liability company, estate, trustee, United States Trustee, unincorporated organization, government, governmental unit (as defined in the Bankruptcy Code), agency or political subdivision thereof.

“Estate” means the estate created in the Chapter 11 Case pursuant to section 541 of the Bankruptcy Code upon commencement of the Chapter 11 Case.

“Final Decree” means the final decree entered by the Bankruptcy Court after the Effective Date and pursuant to section 350(a) of the Bankruptcy Code and Bankruptcy Rule 3022.

“Final Order” means an order or judgment of the Bankruptcy Court, or other court of competent jurisdiction, as entered on the docket of such court, the operation or effect of which has not been stayed, reversed, vacated, modified or amended, and as to which order or judgment (or any revision, modification, or amendment thereof) of the time to appeal, petition for certiorari, or seek review or rehearing has expired and as to which no appeal, petition for certiorari, or petition for review or rehearing was filed or, if filed, remains pending; provided, however, that the possibility that a motion may be filed pursuant to Rules 9023 or 9024 of the Bankruptcy Rules or Rules 59 or 60(b) of the Federal Rules of Civil Procedure shall not mean that an order or judgment is not a Final Order.

“General Unsecured Claims” means all Claims, including Rejection Claims, that are not Administrative Claims, Priority Tax Claims, Class 1 Claims, Class 2 Claims, Class 3 Claims, Class 4 Claims, or Class 5 Claims ~~or Class 7 Interests~~.

“Holder” means an Entity holding a beneficial interest in a Claim or Interest and, when used in conjunction with a Class or type of Claim or Interest, means a holder of a beneficial interest in a Claim or Interest in such Class or of such type.

“Impaired” means, when used with reference to a Claim or Interest, a Claim or Interest that is impaired within the meaning of section 1124 of the Bankruptcy Code.

“Impaired Claim” means a Claim which is Impaired.

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

“Interests” means an equity interest in the Debtor or the right to acquire the same.

“Liens” means, with respect to any asset or Property (or the rents, revenues, income, profits or proceeds therefrom), and in each case, whether the same is consensual or nonconsensual or arises by contract, operation of law, legal process or otherwise: (a) any and all mortgages, liens, pledges, attachments, charges, leases evidencing a capitalizable lease obligation, conditional sale or other title retention agreement, or other security interest or encumbrance or other legally

cognizable security devices of any kind in respect of any asset or Property, or upon the rents, revenues, income, profits or proceeds therefrom; or (b) any arrangement, express or implied, under which any Property is transferred, sequestered or otherwise identified for the purpose of subjecting or making available the same for the payment of debt or performance of any other obligation in priority to the payment of General Unsecured Creditors.

“Liquidating Debtor” means the Debtor on and after the Liquidation Effective Date. Except as otherwise provided in the Plan, the Liquidating Debtor shall continue to exist as a separate legal entity, but shall not engage in any business activities or take any actions, except those necessary or appropriate to wind up the affairs of the Debtor, and shall take all commercially reasonable efforts to dissolve itself under applicable law and file with the Office of the appropriate Secretary of State a certificate of dissolution and/or an out of existence certificate and/or any other similar type document.

“Liquidating Trust” means the grantor trust to be created on or immediately prior to the Liquidation Effective Date in accordance with the provisions of Section 5.02(c) hereof and the Liquidating Trust Agreement.

“Liquidating Trust Agreement” means the trust agreement that documents the powers, duties, and responsibilities of the Liquidating Trustee, which agreement shall be in form and substance acceptable to the Debtor and the Committee, The Liquidating Trust Agreement shall be filed with the Bankruptcy Court within sixty (60) days of the Debtor filing the Notice of Liquidation and shall be subject to approval by the Bankruptcy Court.

“Liquidating Trust Assets” means (a) if the Liquidation Effective Date occurs, (i) any and all Retained Avoidance Actions and any products and proceeds thereof, and any and all other Causes of Action and any products and proceeds thereof, and (ii) any and all property of the Debtor’s Estate under section 541 of the Bankruptcy Code that exists as of the Liquidation Effective Date, including the Net Spectrum Proceeds and the proceeds of any other Property that is sold by the Debtor or (b) if the Reorganization Effective Date occurs, the Reorganization Proceeds.

“Liquidating Trustee” means the individual designated as the Liquidating Trustee under the Liquidating Trust Agreement.

“Liquidation Alternative” means the sale and orderly liquidation of the Debtor and establishment of the Liquidating Trust in accordance with Section 5.02 hereof.

“Liquidation Effective Date” means the first Business Day following the date on which all conditions to consummation set forth in Article VII of the Plan have been satisfied or waived (if capable of being duly and expressly waived), provided that no stay of the Confirmation Order is then in effect.

“Marshalling Proceeding” is defined in Section 5.03 hereof.

“Net Spectrum Proceeds” means the Spectrum Proceeds net of payment of any amounts authorized herein.

“Non-Insider” means a Person who is not an Insider.

“Non-Insider Avoidance Actions” means Avoidance Actions against Non-Insiders.

“Notice of Liquidation” means a notice, to be filed with the Bankruptcy Court by the Debtor on or before the ninety-first (91st) day following the Confirmation Date, indicating the Debtor’s intention to implement the Liquidation Alternative as set forth in Section 5.02 hereof.

“**Objection**” means any objection, application, motion, complaint or any other legal proceeding seeking, in whole or in part, to Disallow, determine, liquidate, classify, reclassify or establish the priority, expunge, subordinate or estimate any Claim (including the resolution of any request for payment of any Administrative Claim) or Interest other than a Claim or an Interest that is Allowed.

“**PADOR**” means the Pennsylvania Department of Revenue.

“**Person**” means and includes a natural person, individual, partnership, corporation (as defined in section 101(a) of the Bankruptcy Code), or organization including, without limitation, corporations, limited partnerships, limited liability companies, general partnerships, joint ventures, joint stock companies, trusts, land trusts, business trusts, unincorporated organizations or associations, or other organizations, irrespective of whether they are legal entities, governmental bodies (or any agency, instrumentality or political subdivision thereof), or any other form of legal entities; provided, however, “Person” does not include governmental units, except a governmental unit that (a) acquires an asset from a Person (i) as a result of the operation of a loan guarantee agreement or (ii) as receiver or liquidating agent of a Person; (b) is a guarantor of a pension benefit payable by or on behalf of a Debtor or an Affiliate of a Debtor of; or (c) is the legal or beneficial owner of an asset of (i) an employee pension benefit plan that is a governmental plan, as defined in section 414(d) of the Internal Revenue Code of 1986 or (ii) an eligible deferred compensation plan, as defined in section 457(b) of the Internal Revenue Code of 1986, shall be considered for purposes of section 1102 of the Bankruptcy Code to be a Person with respect to such asset or such benefit.

“**Petition Date**” means December 2, 2016.

“**Plan**” means this Plan of Reorganization dated ~~July 31~~, September __, 2017, including all exhibits, appendices, schedules and annexes, if any, attached hereto, as submitted by the Debtor, as such Plan may be altered, amended, supplemented or modified from time to time in accordance with the provisions of the Bankruptcy Code, the Bankruptcy Rules, the Confirmation Order and the terms and conditions of the Plan.

“**Plan Documents**” means, collectively, the Disclosure Statement, the Plan, the Confirmation Order, and any exhibit to such documents.

“**Post-Effective Date Professional Fees**” means professional fees incurred by counsel for the Reorganized Debtor, Dilworth Paxson LLP, for services provided to the Reorganized Debtor after the Effective Date to effectuate the provisions of this Plan.

“Priority Claims” means any Claim against the Debtor entitled to priority pursuant to section 507(a) of the Bankruptcy Code, other than a Priority Tax Claim or an Administrative Claim.

“Priority Tax Claim” means any and all Claims accorded priority in payment pursuant to section 507(a)(8) of the Bankruptcy Code.

“Professional Fee Claim” means an Allowed Claim for compensation and/or reimbursement of expenses pursuant to sections 327, 328, 330, 331 or 503(b) of the Bankruptcy Code relating to services incurred on and after the Petition Date and prior to and including the Effective Date in connection with an application by the Professionals in the Chapter 11 Case made to and approved by the Bankruptcy Court.

“Professionals” means any professional employed in the Chapter 11 Case pursuant to sections 327 or 1103 of the Bankruptcy Code or any Professional entitled to compensation pursuant to sections 327, 328, 330, 331, 503(b)(2) or (4), or 1103 of the Bankruptcy Code, exclusive of ordinary course professionals retained in this Chapter 11 Case pursuant to the Order Authorizing Retention and Compensation of Certain Professionals Utilized in the Ordinary Course of Business entered by the Bankruptcy Court on January 6, 2017 [Docket No. 113].

“Proof of Claim” means a proof of claim filed against the Debtor in the Chapter 11 Case.

“Property” means all assets or property of the Debtor’s Estate of any nature whatsoever, real or personal, tangible or intangible, including contract rights, accounts and Causes of Action, previously or now owned by the Debtor, or acquired by the Debtor’s Estate, as defined in section 541 of the Bankruptcy Code.

“Real Property” means the parcel of real property and improvements owned by the Debtor located at 2574 Interstate Drive, Harrisburg, Pennsylvania 17110.

“Reinstated or Reinstatement” means: (a) leaving unaltered the legal, equitable, and contractual rights to which a Claim entitles the Holder of such Claim so as to leave such Claim Unimpaired in accordance with section 1124 of the Bankruptcy Code; or (b) notwithstanding any contractual provision or applicable law that entitles the Holder of such Claim to demand or receive accelerated payment of such Claim after the occurrence of a default (i) curing any such default that occurred before or after the Petition Date, other than a default of a kind specified in section 365(b)(2) of the Bankruptcy Code; (ii) reinstating the maturity of such Claim as such maturity existed before such default; (iii) compensating the Holder of such Claim for any damages incurred as a result of any reasonable reliance by such Holder on such contractual provision or such applicable law; and (iv) not otherwise altering the legal, equitable, or contractual rights to which such Claim entitled the Holder of such Claim; provided, however, that any contractual right that does not pertain to the payment when due of principal and interest on the obligation on which such Claim is based, including, but not limited to, financial covenant ratios, negative pledge covenants, covenants or restrictions on merger or consolidation, and affirmative covenants regarding corporate existence or which prohibit certain transactions or actions contemplated by the Plan, or conditioning such transactions or action on certain factors, shall not be required to be reinstated in order to accomplish Reinstatement.

“Released Party” If the Reorganization Effective Date occurs, Released Party means (i) the Debtor; (ii) ~~Tower Bridge; (iii) any Creditor contributing its distribution under the Plan to the Capital Contribution pursuant to Section 5.01(d); and (iv) the Reorganized Debtor;~~ (iii) the New Money Investors; (iv) the Committee; (v) the members of the Committee (but as to such Committee members, solely in their capacities as Committee members and not in their individual creditor capacities); (vi) the Liquidating Trustee and; (vii) their respective officers, directors, shareholders, principals, employees, agents, financial advisors, attorneys, accountants, investment bankers, consultants, representatives, and other Professionals, solely in their respective capacities as representatives of the Released Party. If the Liquidation Effective Date occurs, Released Party means (i) the Debtor; (ii) the Liquidating Debtor; (iii) the Committee; (iv) the members of the Committee (but as to such Committee members, solely in their capacities as Committee members and not in their individual creditor capacities) (v) the Liquidating Trustee; and (vi) their respective officers, directors, shareholders, principals, employees, agents, financial advisors, attorneys, accountants, investment bankers, consultants, representatives, and other Professionals, solely in their respective capacities as representatives of the Released Party.

“Reorganized Debtor” means the Debtor on and after the Reorganization Effective Date. Except as otherwise provided in the Plan, the Reorganized Debtor shall continue to exist as a separate legal entity, with all the powers of a limited liability company under the laws of the State of Delaware and without prejudice to any right to alter or terminate such existence (whether by merger or otherwise) under applicable state law.

“Reorganization Effective Date” means the first Business Day following the date on which all conditions to consummation set forth in Article VII of the Plan have been satisfied or waived (if capable of being duly and expressly waived), provided that no stay of the Confirmation Order is then in effect.

“Retained Avoidance Actions” means Avoidance Actions against Insiders.

“RUS” means the Rural Utilities Service of the United States Department of Agriculture.

“RUS Agreement” means the *Broadband Initiatives Program Loan/Grant and Security Agreement between Keystone Wireless, LLC and the United States of America* pursuant to which RUS extended certain loans and grants to the Debtor’s predecessor Keystone Wireless, LLC.

“RUS Claim” means the claim against the Debtor asserted in the RUS Proof of Claim or otherwise Allowed.

“RUS Collateral” ~~mean~~means the personal property identified in Schedule 2 of the RUS Agreement that allegedly secures the RUS’ ~~claims~~ Claim against the Debtor, which alleged secured claim is being challenged by the Committee through the Committee Adversary Proceeding. For the avoidance of doubt, neither the Spectrum Proceeds nor any other property of the Debtor shall be considered “RUS Collateral” unless and until the Spectrum Proceeds and any other property of the Debtor are determined as such through Final Order in the Committee Adversary Proceeding or other process or proceeding.

~~“RUS Grant Claim” means RUS’ Claim against the Debtor for the clawback of certain grants given to the Debtor (or its predecessor Keystone Wireless, LLC) pursuant to the RUS Agreement.~~

~~“RUS LoanProof of Claim” means RUS’ Claim against the Debtor on account of loans given to the Debtor (or its predecessor Keystone Wireless, LLC) pursuant to the RUS Agreement~~the proof of claim filed by RUS on June 9, 2017, assigned claim number 92 by the Claims Agent.

“Schedules” means the schedules of assets and liabilities and statements of financial affairs filed by the Debtor in the Chapter 11 Case, as required by section 521 of the Bankruptcy Code, as the same may have been or may be amended, modified or supplemented.

“Secured Claim” means any Claim arising before the Petition Date that is: (a) secured in whole or part, as of the Petition Date, by a Lien which is valid, perfected and enforceable under applicable law on Property in which the Debtor’s Estate has an interest and is not subject to avoidance under the Bankruptcy Code or applicable non-bankruptcy law; or (b) subject to setoff under section 553 of the Bankruptcy Code, but, with respect to both case (a) and (b), only to the extent of the value of the assets or Property securing any such Claim or the amount subject to setoff, as the case may be.

“Spectrum Proceeds” means the ~~net~~ proceeds from the sale (after payment of the commission and expenses owed to the Debtor’s investment banker, MVP Capital and customary closing costs that are chargeable to the Debtor) of certain of the Debtor’s wireless licenses to Cellco Partnership d/b/a Verizon Wireless pursuant to the *Order Authorizing and Approving Sale of Certain Wireless Licenses Free and Clear of Liens, Claims, and Encumbrances and Granting Related Relief* entered by the Court on April 26, 2017 [Docket No. 324].

“Tax” means any tax, charge, fee, levy, impost or other assessment by any federal, state, local or foreign governmental authority, including, without limitation, income, excise, property, sales, transfer, employment, payroll, franchise, profits, license, use, ad valorem, estimated, severance, stamp, occupation and withholding tax, together with any interest, penalties, fines or additions attributable to, imposed on, or collected by any such federal, state, local or foreign governmental authority.

“Tower Bridge” means Tower Bridge LLM Partners LLC.

“Tower Bridge Claim” means any and all Claims of Tower Bridge arising from or relating to that certain Credit and Security Agreement, dated on or about May 24, 2016, between the Debtor and Tower Bridge, including but not limited to the approximately \$8,900,000 secured claim reflected in the Debtor’s schedules filed in this Chapter 11 Case.

“Unimpaired” means any Claim that is not Impaired within the meaning of section 1124 of the Bankruptcy Code.

“United States Trustee” means the United States Trustee appointed under section 581(a)(3) of title 28 of the United States Code to serve in the Eastern District of Pennsylvania.

“United States Trustee Fee Claims” means a claim for any fees assessed against the Debtor’s Estate pursuant to section 1930(a)(6) of title 28 of the United States Code.

“Voting Agent” means Rust Consulting/Omni Bankruptcy.

“Voting Deadline” means _____, 2017, at 4:00 p.m. Eastern time, the date and time set by the Bankruptcy Court for the submission of Ballots voting in favor of or against the Plan.

“Voting Record Date” means _____, 2017, as established in the Order approving the Disclosure Statement.

Section 1.02. Rules of Interpretation.

All references to “the Plan” herein shall be construed, where applicable, to include references to this document and all its exhibits, appendices, schedules and annexes, if any (and any amendments thereto made in accordance with the Bankruptcy Code). Whenever from the context it appears appropriate, each term stated in either the singular or the plural shall include the singular and the plural, and pronouns stated in the masculine, feminine or neuter gender shall include the masculine, feminine and the neuter. The words “herein,” “hereof,” “hereto,” “hereunder,” and other words of similar import refer to the Plan as a whole and not to any particular paragraph, subparagraph, or clause contained in the Plan. The words “includes” and “including” are not limiting and mean that the things specifically identified are set forth for purposes of illustration, clarity or specificity and do not in any respect qualify, characterize or limit the generality of the class within which such things are included. The captions and headings in the Plan are for convenience of reference only and shall not limit or otherwise affect the provisions hereof. Any term used in the Plan that is not defined in the Plan, either in Article I hereof or elsewhere, but that is used in the Bankruptcy Code or the Bankruptcy Rules shall have the meaning assigned to that term in (and shall be construed in accordance with the rules of construction under) the Bankruptcy Code or the Bankruptcy Rules (with the Bankruptcy Code controlling in the case of a conflict or ambiguity). Without limiting the preceding sentence, the rules of construction set forth in section 102 of the Bankruptcy Code shall apply to the Plan, unless superseded herein. In computing any period of time prescribed or allowed by the Plan, the provisions of Bankruptcy Rule 9006(a) and Section 12.14 hereof shall apply, but Bankruptcy Rule 9006(a) shall govern.

Section 1.03. Exhibits.

All Exhibits to the Plan are incorporated into and are a part of the Plan as if set forth in full herein, regardless of when filed.

ARTICLE II.
CLASSIFICATION OF CLAIMS AND INTERESTS

Section 2.01. Generally.

Pursuant to section 1122 of the Bankruptcy Code, set forth below is a designation of Classes of Claims and Interests. A Claim or an Interest is classified in a particular Class to the extent that the Claim or Interest qualifies within the description of that Class. A Claim or Interest is placed in a particular Class for the purpose of receiving distributions pursuant to the Plan only to

the extent that such Claim or Interest is an Allowed Claim or an Allowed Interest in that Class and such Claim or Interest has not been paid, released, settled or otherwise satisfied prior to the Effective Date:

Class 1 shall consist of all Priority Claims, other than Priority Tax Claims.

Class 2 shall consist of the RUS Secured Claim.

Class 3 shall consist of the PADOR Secured Claim.

Class 4 shall consist of Other Secured Claims.

Class 5 shall consist of all Convenience Class Claims.

Class 6 shall consist of all General Unsecured Claims.

Class 7 shall consist of the Interests in the Debtor.

Section 2.02. Unclassified Claims.

In accordance with section 1123(a)(1) of the Bankruptcy Code, Administrative Claims and Priority Tax Claims are not classified and are excluded from the Classes designated in this Article II of the Plan. The treatment accorded Administrative Claims and Priority Tax Claims is set forth in Article III of the Plan.

Section 2.03. Unimpaired Classes.

The Plan classifies the following Unimpaired Claims and Unimpaired Interests that are not entitled to vote on the Plan:

Class 1 Priority Claims.

Class 4 Other Secured Claims.

Class 5 Convenience Class Claims.

Pursuant to section 1126(f) of the Bankruptcy Code, each Holder of a Claim or Interest in the above Classes is conclusively presumed to have accepted the Plan in respect of such Claims or Interests and is not entitled to vote to accept or reject the Plan.

Section 2.04. Impaired Classes Entitled to Vote.

The Plan classifies the following Classes as Impaired Classes that will receive a distribution or retain any property under the Plan and that are entitled to vote to accept or reject the Plan:

Class 2 RUS Secured Claim.

Class 3 PADOR Secured Claim.

Class 6 General Unsecured Claims.

Section 2.05. Impaired Classes Not Entitled to Vote.

Pursuant to section 1126(g) of the Bankruptcy Code, each Holder of a Claim or Interest in the following Classes is conclusively presumed not to have accepted the Plan in respect of such Claims or Interests and is not entitled to vote to accept or reject the Plan.

Class 7 Interests in the Debtor.

ARTICLE III.

~~ARTICLE III.~~

**PROVISIONS FOR TREATMENT OF CLASSES OF
CLAIMS AND INTERESTS**

Section 3.01. Satisfaction of Claims and Interests.

The treatment of and consideration to be received by Holders of Allowed Claims or Allowed Interests pursuant to this Article III ~~and~~of the Plan shall be in full satisfaction, settlement, release, extinguishment and discharge of their respective Claims against or Interests in the Debtor and the Debtor's Estate in the event the Reorganization Effective Date occurs, except as otherwise provided in the Plan or the Confirmation Order.

Section 3.02. Unclassified Claims, Classified Unimpaired and Impaired Claims and
Classified Interests.

Administrative Claims and Priority Tax Claims are treated by the Debtor in accordance with section 1129(a)(9)(A) and section 1129(a)(9)(C) of the Bankruptcy Code, respectively. Such Claims are Unimpaired under the Plan and, in accordance with section 1123(a)(1) of the Bankruptcy Code, are not designated as Classes of Claims for purposes of this Plan and for purposes of sections 1123, 1124, 1126 and 1129 of the Bankruptcy Code. In addition, Class 1 Claims, Class 4 Claims, and Class 5 Claims are Unimpaired. In accordance with section 1126(f) of the Bankruptcy Code, the Holders of Claims in such Classes are conclusively presumed to have accepted the Plan and are not entitled to vote to accept or reject the Plan. The Class 2 Claim, Class 3 Claim and Class 5 General Unsecured Claims are Impaired and the Holders of Such Claims are entitled to vote to accept or reject the Plan on account of such Allowed Claim. Class 7 Interests in the Debtor are Impaired, but in accordance with section 1126(g) of the Bankruptcy Code, the Holders of such Interests are conclusively presumed to have rejected the Plan and are not entitled to vote to assume or reject the Plan.

Section 3.03. Administrative Claims.

Administrative Claims are Unimpaired.

Unless otherwise agreed to between the Debtor and the Holder of the Claim, Holders of Allowed Administrative Claims shall be paid the full amount of their Allowed Administrative Claim, in Cash, as soon as reasonably practicable after the later of: (a) the Effective Date; or (b) ten (10) days after the date such Administrative Claim becomes Allowed by a Final Order.

Section 3.04. Priority Tax Claims.

Priority Tax Claims are Unimpaired.

Unless otherwise agreed to between the Debtor and the Holder of the Claim, Holders of Allowed Priority Tax Claims shall be paid the full amount of their Allowed Priority Tax Claim, in Cash, as soon as reasonably practicable after the later of: (a) the Effective Date; or (b) ten (10) days after the date such Priority Tax Claim becomes Allowed by a Final Order.

Section 3.05. Class 1: Priority Claims.

Class 1 Priority Claims are Unimpaired.

Unless otherwise agreed to between the Debtor and the Holder of the Claim, Holders of Allowed Class 1 Priority Claims shall be paid the full amount of their Allowed Priority Claim, in Cash, ~~as soon as reasonably practicable after~~ the later of: (a) the Effective Date; or (b) ten (10) days after the date such Priority Claim becomes Allowed by a Final Order.

Section 3.06. Class 2: RUS Secured Claim.

The Class 2 RUS Secured Claim is Impaired.

(a) Default Treatment of RUS Secured Claim Under Reorganization. Unless RUS elects the alternative cash option treatment provided in Section 3.06(b), in full satisfaction of its Allowed Secured Claim if the Reorganization Effective Date occurs, RUS shall receive amortized quarterly payments equal to the amount of the Allowed RUS Secured Claim over a ~~twofive~~ (25) year period with interest at the *Wall Street Journal* prime rate (in effect on the Confirmation Date) plus one percent (1%) per annum. The first payment shall be made ~~as soon as reasonably practicable after~~ the later of (a) the Reorganization Effective Date; or (b) ten (10) days after the date the RUS Secured Claim becomes Allowed by a Final Order. Subsequent payments shall be made on the first Business Day of each quarter thereafter with the final payment to be made on the second anniversary of the Reorganization Effective Date.

(b) Alternative Reorganization Effective Date Cash Option. If the Reorganization Effective Date occurs, RUS shall have the right to elect payment of an amount equal to ninety percent (90%) of the Allowed RUS Secured Claim, with such payment to be made on the Reorganization Effective Date (the “**Class 2 Cash Option**”); provided, however, that RUS must affirmatively elect such treatment in its ballot voting to approve or reject the Plan. RUS’ failure to make such affirmative election shall result in treatment of the Allowed RUS Secured Claim as provided for in Section 3.06(a) of the Plan. Any payment made under this Section of the Plan shall effect a full and final satisfaction of such Claim such that neither the Debtor, nor the Reorganized Debtor, nor any other person shall have any liability on account of such Claim, except as provided for in the Plan.

(c) Treatment Under Liquidation Alternative. Under the Liquidation Alternative, RUS shall receive, in the discretion of the Debtor, after consultation with the Committee, either: (a) Cash equal to the net proceeds of a sale of the RUS Collateral after deducting the costs of sale (including any commissions owed to professionals who facilitate the sale) and any amounts necessary for the satisfaction of any senior Liens in such collateral, up to the amount of the Allowed RUS Claim; or (b) the RUS Collateral, but only to the extent that RUS is determined to have a senior Lien on such RUS Collateral. In the event the RUS Collateral is sold as part of a sale of the Debtor's business operations as a going concern, then the allocation of the net proceeds of the sale to the RUS Collateral shall be determined either by agreement of the Debtor and RUS (which agreement shall be subject to Bankruptcy Court approval) or by the Bankruptcy Court if the Debtor and RUS cannot reach agreement. All payments under this Section 3.06(c) shall be made as soon as reasonably practicable after the later of (i) ten (10) days following the closing of the sale of the RUS Collateral or the Debtor as a going concern, (ii) ten (10) days following the date on which the Bankruptcy Court approves by Final Order the allocation of the sale proceeds to the RUS Collateral, (iii) the Liquidation Effective Date; or (iv) ten (10) days after the date the RUS Claim becomes Allowed by a Final Order.

(d) Inter-Creditor Agreement Between RUS and Tower Bridge. The treatment of the RUS Secured Claim provided herein shall in no way impact any rights that Tower Bridge may have against RUS pursuant to the *Intercreditor Agreement made by and among Limitless Mobile, LLC, The United States of America Rural Utilities Service and Tower Bridge LLM Partners, LLC Dated as of April 12, 2016.*

(e) Classification of Deficiency Claim. The total amount of the Allowed RUS ~~Loan~~ Claim that is in excess of the Allowed RUS Secured Claim (the "RUS Deficiency Claim") shall be classified as a Class ~~56~~ General Unsecured Claim and shall be entitled to the treatment set forth in Section ~~3.09 hereof.~~ 3.10 hereof. For purposes of the Liquidation Alternative, if the RUS Collateral is sold by the Debtor, the RUS Deficiency Claim shall be calculated as the amount of the Allowed RUS Claim that is in excess of the proceeds that are distributed to RUS on account of the sale of the RUS Collateral.

Section 3.07. Class 3: PADOR Secured Claim.

The Class 3 PADOR Secured Claim is Impaired.

(a) Default Treatment of PADOR Secured Claim Under Reorganization. Unless PADOR elects the alternative cash option treatment provided in Section 3.07(b), in full satisfaction of its Allowed Secured Claim if the Reorganization Effective Date occurs, PADOR shall receive amortized quarterly payments equal to the amount of the Allowed PADOR Secured Claim over a two (2) year period with interest at the *Wall Street Journal* prime rate (in effect on the Confirmation Date) plus one percent (1%) per annum. The first payment shall be made ~~as soon~~ as reasonably practicable after the later of (a) the Reorganization Effective Date; or (b) ten (10) days after the date the PADOR Secured Claim becomes Allowed by a Final Order. Subsequent payments shall be made on the first Business Day of each quarter thereafter with the final payment to be made on the second anniversary of the Reorganization Effective Date.

(b) Alternative Reorganization Effective Date Cash Option. If the Reorganization Effective Date occurs, PADOR shall have the right to elect payment of an amount equal to ninety percent (90%) of the Allowed PADOR Secured Claim, with such payment to be made on the Reorganization Effective Date (the “**Class 3 Cash Option**”); provided, however, that PADOR must affirmatively elect such treatment in its ballot voting to approve or reject the Plan. PADOR’s failure to make such affirmative election shall result in treatment of the Allowed PADOR Secured Claim as provided for in Section 3.07(a) of the Plan. Any payment made under this Section of the Plan shall effect a full and final satisfaction of such Claim such that neither the Debtor, nor the Reorganized Debtor, nor any other person shall have any liability on account of such Claim, except as provided for in the Plan.

(c) Treatment Under Liquidation Alternative. Under the Liquidation Alternative, PADOR shall receive, in the discretion of the Debtor after consultation with the Committee, either: (a) Cash equal to the net proceeds of a sale of the Property securing the PADOR Claim, after deducting the costs of sale (including any commissions owed to professionals who facilitate the sale) and any amounts necessary for the satisfaction of any senior Liens in such collateral, up to the amount of the Allowed PADOR Claim; or (b) the Property securing the PADOR Claim, but only to the extent PADOR is determined to have a senior Lien on such Property. In the event that such Property is sold as part of a sale of the Debtor’s business operations as a going concern, then the allocation of the net proceeds of the sale to such Property shall be determined either by agreement of the Debtor and PADOR (which agreement shall be subject to Bankruptcy Court approval) or by the Bankruptcy Court if the Debtor and PADOR cannot reach agreement. All payments under this Section 3.06(c) shall be made as soon as reasonably practicable after the later of (i) ten (10) days following the closing of the sale of the Property or the Debtor as a going concern, (ii) ten (10) days following the date on which the Bankruptcy Court approves by Final Order the allocation of the sale proceeds to the Property securing the PADOR Claim, (iii) the Liquidation Effective Date; or (iv) ten (10) days after the date the PADOR Claim becomes Allowed by a Final Order.

(d) Classification of Deficiency Claim. The amount of the Allowed PADOR Claim that is in excess of the Allowed PADOR Secured Claim shall be classified as: (i) to the extent such Allowed Claim is entitled to the priority set forth in section 507(a)(8) of the Bankruptcy Code, a Priority Tax Claim, and shall be entitled to the treatment set forth in Section 3.04 hereof, and (ii) to the extent such Allowed Claim is not entitled to the priority set forth in section 507(a)(8) of the Bankruptcy Code, a Class 6 General Unsecured Claim, and shall be entitled to the treatment set forth in Section 3.10 hereof.

Section 3.08. Class 4: Other Secured Claims.

Class 4 Other Secured Claims are Unimpaired.

(a) Treatment Under Reorganization. Unless otherwise agreed to between the Debtor and the Holder of the Claim, Holders of Allowed Class 4 Other Secured Claims shall receive, in the discretion of the Debtor, one of the following if the Reorganization Effective Date occurs: (a) Cash equal to the full amount of their Allowed Other Secured Claim as soon as reasonably practicable after the later of: (i) the Effective Date; or (ii) ten (10) days after the date such Other Secured Claim becomes Allowed by a Final Order; (b) Reinstatement of such Allowed Other Secured Claim; or (c) the Property securing such Other Secured Claim.

(b) Treatment Under Liquidation Alternative. Under the Liquidation Alternative, holders of Allowed Class 4 Other Secured Claims shall receive, in the discretion of the Debtor, after consultation with the Committee, either: (a) Cash equal to the net proceeds of a sale of the Property securing such Other Secured Claim, after deducting the costs of sale (including any commissions owed to professionals who facilitate the sale) and any amounts necessary for the satisfaction of any senior Liens in such collateral, up to the amount of the Other Secured Claim; or (b) the Property securing the Other Secured Claim, but only to the extent the holder of such Other Secured Claim is determined to have a senior Lien on such Property. In the event that such Property is sold as part of a sale of the Debtor's business operations as a going concern, then the allocation of the net proceeds of the sale to such Property shall be determined either by agreement of the Debtor and the holder of the Other Secured Claim (which agreement shall be subject to Bankruptcy Court approval) or by the Bankruptcy Court if the Debtor and the holder of the Other Secured Claim cannot reach agreement. All payments under this Section 3.06(c) shall be made as soon as reasonably practicable after the later of (i) ten (10) days following the closing of the sale of the Property or the Debtor as a going concern, (ii) ten (10) days following the date on which the Bankruptcy Court approves by Final Order the allocation of the sale proceeds to the Property securing such Other Secured Claim; (iii) the Liquidation Effective Date; or (iv) ten (10) days after the date the Other Secured Claim becomes Allowed by a Final Order.

Section 3.09. Class 5: Convenience Class.

The Class 5 Convenience Class Claims are Unimpaired.

Unless otherwise agreed to between the Debtor and the Holder of the Claim, Holders of Allowed Class 5 Convenience Class Claims shall be paid the full amount of their Allowed Convenience Class Claim, in Cash, as soon as reasonably practicable after the later of: (a) the Effective Date; or (b) ten (10) days after the date such Convenience Class Claim becomes Allowed by a Final Order.

Section 3.10. Class 6: General Unsecured Claims.

Class 6 General Unsecured Claims are Impaired.

(a) Treatment of Claims Under Reorganization. Unless otherwise agreed to between the Debtor and the Holder of the Claim, if the Reorganization Effective Date occurs, Holders of Allowed Class 6 General Unsecured Claims shall ~~be paid~~ receive (i) their *pro rata* share of the Spectrum Proceeds after payment in full of all Administrative Expense Claims, Priority Tax Claims, Class 1 Priority Claims, the Class 2 RUS Secured Claim, but only if and to the extent that RUS is determined to have a ~~lien~~Lien against the Spectrum Proceeds and then only after further Order of the Court through the Marshalling Proceeding, and Class 5 Convenience Class Claims; and (ii) the Additional ~~General Unsecured Claim Distribution (as defined below).~~(b) — Cash Distribution: (collectively, the "Reorganization Proceeds").

(i) Initial Distribution. As soon as reasonably practicable after the Claims Objection Deadline, and subject to subparagraph (v) hereof, an initial distribution shall be made to Holders of Allowed Class 6 General Unsecured Claims ~~of~~from the ~~net~~Net Spectrum Proceeds after (i) payment in full of all Allowed Administrative Expense Claims,

Allowed Priority Tax Claims, Allowed Class 1 Priority Claims, [the Class 2 RUS Secured Claim, but only if and to the extent that RUS is determined to have a Lien against the Spectrum Proceeds and after further Order of the Court through the Marshalling Proceeding](#), and Allowed Class 5 Convenience Class Claims; (ii) the establishment of the reserve for payment of Professional Fee Claims; and (iii) the establishment of the reserve for Disputed Claims.

(ii) Distributions on Account of Disputed Claims that Become Allowed Claims. If a Disputed General Unsecured Claim becomes an Allowed General Unsecured Claim, then the initial distribution owed to the Holder of such Allowed General Unsecured Claim shall be paid on or before ten (10) days after such General Unsecured Claim becomes Allowed by a Final Order.

(iii) Subsequent Distributions. As soon as reasonably practicable after the resolution by Final Order of all Disputed Claims, a final distribution shall be made to Holders of Allowed Class 6 General Unsecured Claims equal to their *pro rata* share of the Spectrum Proceeds that have not been distributed in accordance with this Plan. Solely in the discretion of the ~~Reorganized Debtor~~ [Liquidating Trustee](#), interim distributions may be made to Holders of Allowed Class 6 General Unsecured Claims if such interim distributions make practical and economic sense.

~~(e) — Additional General Unsecured Claim Distribution. At the election and sole discretion of Tower Bridge to be exercised on or before the Effective Date, Holders of Allowed Class 6 General Unsecured Claims shall receive one of the following additional recoveries (the “Additional General Unsecured Claim Distribution”):~~ iv) Additional Cash Distribution. Holders of Allowed Class 6 General Unsecured Claims shall be paid their *pro rata* share of the Additional Cash Distribution on or before the later of: (a) the Reorganization Effective Date; or (b) ten (10) days after the date such General Unsecured Claim becomes Allowed by a Final Order.

~~(i) — Equity Distribution. Subject to adjustment as provided herein, as soon as reasonably practicable after the Effective Date, 11.11% of the common voting equity interests of the Reorganized Debtor shall be issued in the name of an appointed agent to be administered for the benefit of Holders of Allowed Class 6 General Unsecured Claims pursuant to the Agency Agreement attached hereto as Exhibit A. The percentage of equity interests provided for herein assumes a Capital Contribution (as defined in Section 5.01(b) hereof) of \$8 million and a total value of equity in the Reorganized Debtor of \$9 million (i.e., \$1 million is 11.11% of the total equity value of \$9 million). If the Capital Contribution is greater than \$8 million, then the percentage of equity interests provided for herein shall be adjusted pursuant to the following formula: \$1 million / (the amount of the Capital Contribution plus \$1 million) (For example, if the Capital Contribution is \$9 million, then the percentage of equity interests provided herein shall be 10%.)~~

~~(ii) — Additional Cash Distribution on Effective Date. Holders of Allowed Class 6 General Unsecured Claims shall be paid~~ v) Allowance of Tower Bridge

Claim, Reclassification of Tower Bridge Claim, and Limited Deferral of Distributions on Account of Allowed Tower Bridge Unsecured Claim. Effective as of the Effective Date, the Tower Bridge Claim is reclassified as an Allowed General Unsecured Claim in the amount of \$8,871,288 (the “Allowed Tower Bridge Unsecured Claim”). If at the time of the Initial Distribution pursuant to subparagraph (i) hereof, the Liquidating Trustee determines that the aggregate distributions to Holders of Allowed Class 6 General Unsecured Claims under this Section will result in a distribution of less than 5% of the face amount of all Allowed Class 6 General Unsecured Claims, no distribution shall be made on account of the Allowed Tower Bridge Unsecured Claim unless and until such time as all other Holders of Allowed Class 6 General Unsecured Claims have received at least 5% of the face amount of such Allowed Claims. Thereafter, Tower Bridge shall be entitled to receive a distribution equal to 5% of the Allowed Tower Bridge Unsecured Claim prior to any further distributions on account of the other Allowed Class 6 General Unsecured Claims. Additional distributions to all Holders of Allowed Class 6 General Unsecured Claims (including Tower Bridge), if any, shall be made on a *pro rata* basis.

(b) Treatment of Claims Under Liquidation Alternative. Unless otherwise agreed to between the Debtor and the Holder of the Claim, Holders of Allowed Class 6 General Unsecured Claims shall receive (i) their *pro rata* share of ~~\$1 million on or before the later of: (a) the Effective Date; or (b) ten (10) days after the date such General Unsecured Claim becomes Allowed by a Final Order.~~ the Spectrum Proceeds after payment in full of all Administrative Expense Claims, Priority Tax Claims, Class 1 Priority Claims, the Class 2 RUS Secured Claim, but only if and to the extent that RUS is determined to have a Lien against the Spectrum Proceeds and after further Order of the Court through the Marshalling Proceeding, and Class 5 Convenience Class Claims; (ii) their *pro rata* share of any proceeds remaining following the distributions made pursuant to sections 3.06(c), 3.07(c) or 3.08 hereof; (iii) the proceeds of the sale of any Property of the Debtor that is unencumbered by Liens, and (iv) the distributions, if any, from the Liquidating Trust ((i), (ii), (iii) and (iv) hereof are collectively referred to as the “Liquidation Proceeds”).

(c) Distribution of Liquidation Proceeds Under Liquidation Alternative or Reorganization Alternative. Under either the Liquidation Alternative or the Reorganization Alternative, the Liquidation Proceeds or the Reorganization Proceeds, as applicable, shall be distributed to the Holders of Allowed Class 6 General Unsecured Claims by the Liquidating Trustee in accordance with the Liquidating Trust Agreement.

~~Section 3.11.~~ (i) Class 7: Interests.

Class 7 Interests are Impaired.

~~On the~~ (a) Treatment of Interests Under Reorganization. If the Reorganization Effective Date occurs, then as soon as reasonably practicable after the Reorganization Effective Date, the equity Interests in the Debtor shall be cancelled and the Holders of equity Interests in the Debtor shall receive no distribution or Property on account of such equity Interests.

(b) Treatment of Interests and Distributions Under Liquidation Alternative. The Holders of equity Interests in the Debtor shall receive their *pro rata* share of the Liquidation Proceeds after payment in full of all Allowed Administrative Expense Claims, Allowed Priority Tax Claims, and all Allowed Claims in Classes 1 through 6. Distributions of the Liquidation Proceeds, if any, to equity Interests shall be made by the Liquidating Trustee in accordance with the Liquidating Trust Agreement.

**ARTICLE IV.
ACCEPTANCE OR REJECTION OF THE PLAN; CRAMDOWN**

Section 4.01. Acceptance by Impaired Classes of Claims and Interests.

Pursuant to section 1126(c) of the Bankruptcy Code, an Impaired Class of Claims shall have accepted the Plan if: (a) the Holders of at least two-thirds (2/3) in dollar amount of the Allowed Claims actually voting in such Class (other than Claims held by any Holder designated pursuant to section 1126(e) of the Bankruptcy Code) have timely and properly voted to accept the Plan, and (b) more than one-half (1/2) in number of the Holders of such Allowed Claims actually voting in such Class (other than Claims held by any Holder designated pursuant to section 1126(e) of the Bankruptcy Code) have timely and properly voted to accept the Plan. No Class of Insiders is entitled to vote on the Plan pursuant to section 1126 of the Bankruptcy Code. Holders of Claims that are included in a Class that is entitled to vote but are unliquidated shall be entitled to vote and their claims shall be assigned the value of \$1.00 for voting purposes only.

Section 4.02. Voting Classes.

Except as otherwise required by the Bankruptcy Code or the Bankruptcy Rules or as otherwise provided in this Section 4.02, the RUS Secured Claim (Class 2), the PADOR Secured Claim (Class 3), and Class 6 General Unsecured Claims shall be entitled to vote to accept or reject the Plan, in accordance with Section 4.01 of the Plan. Classes of Claims Unimpaired under the Plan (Priority Claims (Class 1), ~~the PADOR Secured Claim (Class 3)~~, Other Secured Claims (Class 4), and Convenience Class Claims (Class 5)) shall not be entitled to vote to accept or reject the Plan, and shall be conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. Administrative Claims and Priority Tax Claims are also Unimpaired and not classified under the Plan and hence are not entitled to vote to accept or reject the Plan. Class 7, consisting of the equity Interests of the Debtor shall not be entitled to vote to accept or reject the Plan, and shall be conclusively presumed not to have accepted the Plan pursuant to section 1126(g) of the Bankruptcy Code.

Section 4.03. Cramdown.

If all applicable requirements for Confirmation of the Plan are met as set forth in section 1129(a)(1) through (16) of the Bankruptcy Code, except that the Bankruptcy Court determines that the requirements of subsection (8) thereof have not been met, the Debtor may request that the Bankruptcy Court confirm the Plan in accordance with section 1129(b) of the Bankruptcy Code, notwithstanding the requirements of section 1129(a)(8) thereof, on the bases that the Plan is fair and equitable, and does not discriminate unfairly, with respect to each Class of Claims or Interests that is Impaired under, and has not accepted, the Plan.

**ARTICLE V.
IMPLEMENTATION OF THE PLAN**

Section 5.01. Plan Funding, Formation of Newco, and Issuance of New Equity Interests: Implementation of Plan-Reorganization Alternative

(a) ~~Distributions from Spectrum Proceeds. Unless RUS is determined to have a valid lien against the Spectrum Proceeds, the Spectrum Proceeds shall not be used to make any payments on account of Secured Claims under this Plan. If RUS is determined to have a valid lien against the Spectrum Proceeds, the Allowed RUS Secured Claim shall be paid in full from the Spectrum Proceeds.~~ Capital Contribution from Tower Bridge. It is expected that, on or before the Reorganization Effective Date (or pursuant to such other terms and conditions agreed to between the Debtor and Tower Bridge the investors), Tower Bridge and potentially other investors and Electing Creditors (as defined herein) (together, the “New Money Investors”) will make a capital contribution to the Reorganized Debtor ~~of \$9 million (the “Capital Contribution”), provided however, that if Tower Bridge elects the Equity Distribution provided for in Section 3.10(e)(i) of the Plan, then the~~ in the aggregate amount of at least \$11 million (the “Capital Contribution will be \$8 million”). The Capital Contribution shall be used to fund certain payments under this Plan, including distributions to PADOR and RUS in satisfaction of their respective Allowed Secured Claims (provided however that if RUS is determined to have a Lien on the Spectrum Proceeds, then the Allowed RUS Secured Claim may be satisfied from the Spectrum Proceeds, subject to further Order of the Court through the Marshalling Proceeding), the Additional Cash Distribution, and cure amounts for contracts assumed under the reorganization. The remainder of the Capital Contribution shall be retained by the Reorganized Debtor as working capital.

(~~e~~) Equity in Reorganized Debtor. On or as soon as reasonably practicable after the Reorganization Effective Date, new equity interests shall be issued in the Reorganized Debtor. In exchange for the Capital Contribution, ~~Tower Bridge shall own either: (i) 88.89% of the common voting equity interests in the Reorganized Debtor if Tower Bridge elects the Equity Distribution provided for in Section 3.10(e)(i) of the Plan (subject to adjustment as provided in Section 3.10(e)(i)); or (ii) the New Money Investors shall own~~ 100% of the common voting equity interests in the Reorganized Debtor if Tower Bridge elects the additional cash distribution set forth in Section 3.10(e)(ii) of the Plan. If Tower Bridge elects the Equity Distribution provided for in Section 3.10(e)(i) of the Plan, the remaining 11.11% of the common voting equity interests in the Reorganized Debtor (subject to adjustment as provided in Section 3.10(e)(i)) shall be issued for the benefit of Holders of Allowed Class 6 General Unsecured Creditors as set forth in section 3.10(e)(i) hereof. The percentages set forth above in this paragraph 5.01(e) will be reduced pro rata to the extent that other creditors participate in the Capital Contribution by making the election provided for in paragraph 5.01(d) below., subject to Section 5.01(c) herein.

(~~d~~) Participation by Other Creditors in Capital Contribution. At their election, made in writing on a completed Ballot on or before the Voting Deadline, any Holder of a Claim that will receive a Cash distribution pursuant to this Plan (a “Plan Distribution”) may opt to contribute such Plan Distribution as part of the Capital Contribution provided in Section 5.01(~~ba~~) above (an

“Electing Creditor”) to purchase a *pro rata* percentage of the ownership interests in the Reorganized Debtor that otherwise would have been issued to ~~Tower Bridge~~the New Money Investors; provided however, that in order to participate in the Capital Contribution, the amount of the Plan Distribution contributed by such Creditor must be at least \$~~90,000~~110,000 (the amount required to own at least 1% of the equity interests in the Reorganized Debtor based on a total equity value of \$911 million) or such other amount necessary for the Electing Creditor to own at least 1% of the equity interests in the Reorganized Debtor if the ~~total equity value of the Reorganized Debtor~~Capital Contribution is greater than \$911 million.

(d) Advance of Capital Contribution to Fund Interim Operations. The Debtor has determined that it needs approximately seventy-five (75) days from the Confirmation Date to raise the Capital Contribution. During the interim period between the Confirmation Date and the earlier of (i) the Reorganization Effective Date; and (ii) the date on which the Debtor files the Notice of Liquidation pursuant to Section 5.02 herein (the “Interim Operations Period”), Tower Bridge shall advance to the Debtor the amounts needed to fund the Debtor’s operations and Professional Fee Claims incurred by counsel for the Debtor, Dilworth Paxson LLP, during the Interim Operations Period. The Capital Contribution shall be advanced by Tower Bridge as an equity contribution to the Reorganized Debtor.

(e) Payment of Other Bankruptcy Costs During Interim Operations Period. During the Interim Operations Period, quarterly fees owed to the United States Trustee, Professional Fee Claims incurred by professionals other than those retained by the Debtor (i.e. Dilworth Paxson LLP), and fees incurred by the Claims Agent shall be paid by the Debtor from the Spectrum Proceeds.

Section 5.02. Implementation of Plan-Liquidation Alternative.

(a) Notice of Liquidation. In the event the Debtor is not able to raise the Capital Contribution within 75 days of the Confirmation Date, then on the 76th day the Debtor shall file the Notice of Liquidation. Nothing herein shall prevent the Debtor from filing the Notice of Liquidation prior to the 76th day following the Confirmation Date in the Debtor’s discretion.

(b) Sale of Remaining Assets. Within twenty-one (21) days of filing the Notice of Liquidation, the Debtor shall, after consultation with the Committee, file a motion to establish sale procedures for substantially all of its remaining assets. Such sale procedures shall be designed by the Debtor in its discretion, and in consultation with the Debtor’s advisors and after consultation of the Committee, to effectuate a sale of the Debtor’s remaining assets as expeditiously as reasonably possible while maximizing their value.

(c) Operations of Debtor During Sale Period. If the Debtor, in consultation with the Committee and the Debtor’s investment banker, concludes that the value of the Debtor’s assets will be maximized through a sale as a going concern, then the Debtor may continue to operate its business pending the closing of such sale. If the Debtor, in consultation with the Committee and the Debtor’s investment banker, determines that a sale as a going concern is not advisable, then the Debtor may continue to operate its business for the minimum amount of time necessary to comply with FCC regulations and transition its remaining subscribers. From and after the date the Notice of Liquidation is filed, all Administrative Expenses shall be funded from the Spectrum Proceeds.

All Administrative Expenses other than Professional Fee Claims shall be paid subject to a budget to be submitted, after consultation with the Committee, to the Bankruptcy Court for approval pursuant to a Final Order that shall contain appropriate variance allowances. All Professional Fee Claims shall be paid as and when permitted to be paid in accordance with Final Orders entered by the Bankruptcy Court (including the interim compensation procedures that were approved at the beginning of the Chapter 11 Case).

(d) Abandonment and Surrender of Assets. The Debtor, in consultation with the Committee, may at any time after filing the Notice of Liquidation, surrender any Property to the Secured Creditor(s) that have a Lien on such Property by filing an appropriate motion to abandon (a “Motion to Abandon”) such Property with the Bankruptcy Court. Any Property that is encumbered by one of more Liens that is not sold by the Debtor pursuant to Section 5.02(b) hereof shall be deemed abandoned and surrendered to the Secured Creditor(s) holding such Liens on the Liquidation Effective Date. To the extent any Property abandoned and/or surrendered under this paragraph is located on or at a wireless communications facility, tower, or other structure (collectively, the “Towers” and any Property located on or at a Tower, the “Tower Equipment”) and the Debtor or any Secured Creditor intends to remove any Tower Equipment, the Debtor or the Secured Creditor shall provide written notice (the “Written Notice”) to the counterparty (the “Counterparty”) under any written agreement relating to the applicable Tower (the “Tower Agreement”) no later than five business days prior to the date that the Debtor or any Secured Creditor intends to remove any Tower Equipment. In any Motion to Abandon, the Debtor shall list the addresses and names of the party or parties to whom Written Notices are to be sent under each applicable Tower Agreement pursuant to the foregoing sentence. The Written Notice shall be, for each affected Tower, (a) addressed to the party or parties to whom notices are to be sent under the applicable Tower Agreement, and (i) served by overnight delivery and (ii) served electronically if electronic service of notices is specified or otherwise contemplated in the applicable Tower Agreement, (b) served on any counsel for a Counterparty that has entered an appearance in this Chapter 11 Case, and shall be served on such counsel via (i) electronic mail and (ii) hand-delivery if such counsel has an office in Wilmington, Delaware or, if such counsel does not have an office in Wilmington, Delaware, overnight delivery, and (c) served on the Committee or the Liquidating Trustee, as applicable. To the extent that any Secured Creditor, either through its respective employees, contractors, or other agents, or through any third party (collectively, a “Service Provider”), removes or otherwise modifies any Tower Equipment on a Tower, the Secured Creditor and all Service Providers shall comply with all requirements of the applicable Tower Agreement and applicable law for the removal or modification of Tower Equipment on the applicable Tower, including, without limitation, any requirement under the applicable Tower Agreement or applicable law that any Service Provider be licensed by the Commonwealth of Pennsylvania or any other governmental entity, or any requirement under the applicable Tower Agreement or applicable law that the Secured Creditor or Service Provider obtain a report, certification, or otherwise consult an architect, engineer, or other professional regarding the proposed removal or modification of Tower Equipment. If any Tower Equipment has not been physically removed subject to the provisions of this paragraph from the affected Tower within twenty-eight days after the later of: (i) entry of an Order granting any Motion to Abandon; or (ii) the Liquidation Effective Date, the automatic stay of section 362 of the Bankruptcy Code and any stay or injunction imposed by the Plan will automatically be deemed to be vacated to the extent necessary to permit any Counterparty to a Tower Agreement to access, remove, and/or otherwise dispose of any Tower Equipment without liability to the Debtor or any Secured Creditor relating to

the Tower Equipment. Nothing in this paragraph shall be deemed to allow or authorize the Debtor, the Reorganized Debtor, the Committee, or the Liquidating Trustee to produce to a third party any Tower Agreement that is confidential pursuant to its own terms or otherwise confidential under applicable law.

(e) Liquidating Trust. On the Effective Date and pursuant to the Liquidation Trust Agreement, the Debtor shall establish the Liquidating Trust and irrevocably transfer to the Liquidating Trust, for and on behalf of the beneficiaries of the Liquidating Trust, with no reversionary interest in the Debtor, the Liquidating Trust Assets. The provisions governing the Liquidating Trust shall be set forth in detail in the Liquidating Trust Agreement. Subject to the terms of the Liquidating Trust Agreement, all right, title, and interest in the Liquidating Trust Assets shall be transferred, assigned, and delivered to the Liquidating Trust, free and clear of all Claims, Liens, and Interests, to be managed as Liquidating Trust Assets by the Liquidating Trustee for the sole purposes of consummating and carrying out the Plan. All other necessary steps shall be taken to establish the Liquidating Trust and the beneficial interests therein.

(f) Selection of Liquidating Trustee. The Liquidating Trustee shall be selected by the Committee with the consent of the Debtor, which consent shall not be unreasonably withheld. Any disputes regarding the selection of the Liquidating Trustee shall be resolved by the Court upon Motion filed by either the Debtor or the Committee.

(g) Liquidating Trust Agreement. An appropriate Liquidating Trust Agreement shall be negotiated by and among the Debtor, the Committee, and the proposed Liquidating Trustee and approved by the Court.

(h) Post-Confirmation Oversight Committee. The Liquidating Trust shall be governed by a three member oversight committee selected by the Committee (the "Post-Confirmation Oversight Committee") to whom the Liquidating Trustee shall report, and which shall direct the Liquidating Trustee's actions, all pursuant to the Liquidating Trust Agreement and the Plan. All actions of the Liquidating Trust and the Liquidating Trustee shall require approval of at least two members of the Post-Confirmation Oversight Committee. Notwithstanding anything to the contrary contained in the Plan, all actions of the Liquidating Trustee shall be made in consultation with, and subject to the prior approval of, the Post-Confirmation Oversight Committee unless otherwise expressly provided in the Liquidating Trust Agreement.

Section 5.03. Distributions from Spectrum Proceeds, and Allocation and Marshalling of Collateral. Unless RUS or another Holder of an Allowed Secured Claim is determined to have a valid Lien against the Spectrum Proceeds, no portion of the Spectrum Proceeds shall be used to make any payments on account of Secured Claims under this Plan. If RUS or any other Holder of an Allowed Secured Claim is determined to have a valid Lien against the Spectrum Proceeds through the Committee Adversary Proceeding or otherwise, the Allowed RUS Secured Claim, or such other Allowed Secured Claim, may be paid from some or all of the Spectrum Proceeds pursuant to Final Order of the Court either pursuant to agreement between the Debtor and the Committee or after a contested matter or adversary proceeding (a "Marshalling Proceeding") initiated by the Debtor, the Committee, the Liquidating Trustee, RUS, or any other holder of an Allowed Secured Claim through which the Court may determine, without limitation, (a) the extent to which the Allowed RUS Secured Claim or any other Allowed Secured Claim must be first

satisfied from the Spectrum Proceeds, the Capital Contribution, or any other property of the Debtor's estate under the doctrine of marshalling or any other similar doctrine with respect to any collateral, including the Spectrum Proceeds, (b) the allocation of the Allowed RUS Secured Claim or any other Allowed Secured Claim among the Spectrum Proceeds, property vested with the Reorganized Debtor, if any, and any other property of the Debtor or the Debtor's estate, and (c) all parties' respective rights regarding any property of the Debtor or proceeds thereof not previously determined through the Plan or other Final Order of the Court. All parties' rights and defenses in any Marshalling Proceeding are hereby reserved and preserved, and confirmation of this Plan shall not prejudice any parties' rights or defenses.

Section 5.04. ~~Section 5.02.~~ Reserve for Professional Fees and Disputed Claims. On or before the Effective Date, the Debtor or the Liquidating Trustee, as appropriate, shall place in a reserve account Cash sufficient to make payments on account of Professional Fee Claims, Post-Effective Date Professional Fees, and Disputed Claims pursuant to the Plan.

Section 5.05. ~~Section 5.03.~~ Disputed Claims. Notwithstanding anything in the Plan to the contrary, in the event that any Claim shall remain a Disputed Claim as of the Effective Date or the applicable date of payment pursuant to this Plan, the amount of the distribution for such Claim under this Plan shall not be made with respect to such Disputed Claim until such Claim becomes an Allowed Claim by virtue of a Final Order.

Section 5.06. ~~Section 5.04.~~ Payment after Allowance of Disputed Claim. Payments to each Holder of a Disputed Claim, to the extent such Claim becomes an Allowed Claim by virtue of a Final Order, shall be made in accordance with the provisions of the Plan governing the Class of Claims to which the Allowed Claim belongs. No interest shall be paid on account of a Disputed Claim which later becomes an Allowed Claim.

Section 5.07. ~~Section 5.05.~~ Schedule of Disputed Claims. On or before the Effective Date, the Debtor or the Liquidating Trustee, as appropriate, shall file with the Bankruptcy Court a list of all Claims (the "Disputed Claims Schedule") to which the Debtor or the Liquidating Trustee, as appropriate, intends to file an objection disputing the amount, validity, secured status, priority, or other aspect of such claim. For purposes of distributions under this Plan, each Claim listed by the Debtor on the Disputed Claims Schedule shall be deemed a Disputed Claim until such Claim has been Allowed by virtue of a Final Order.

Section 5.08. ~~Section 5.06.~~ Claims Objection Deadline. Objections to Claims shall be filed with the Bankruptcy Court on or before the Claims Objection Deadline. The Claims Objection Deadline may be extended by the Bankruptcy Court upon motion of the Reorganized Debtor or the Liquidating Trustee, as appropriate.

~~Section 5.07. Continued Existence.~~

~~Except as otherwise provided in the Plan, the Debtor shall, as a Reorganized Debtor, continue to exist after the Effective Date as a separate legal entity, with all the powers of a limited liability company under the laws of the State of Delaware and without prejudice to any right to alter or terminate such existence (whether by merger or otherwise) under applicable state law.~~

~~Section 5.08.—~~

Section 5.09. Organizational Action. Each of the members of the Debtor and/or the Reorganized Debtor is authorized, in accordance with his or her authority under any resolution of the board of directors of the Debtor and/or the Reorganized Debtor to execute, deliver, file or record such contracts, instruments, releases, indentures and/or other agreements or documents and to take such action as may be necessary and appropriate to effectuate the terms and provisions of the Plan.

**ARTICLE VI.
PRESERVATION OF CAUSES OF ACTION
RIGHT TO DEFEND AND CONTEST**

Section 6.01. Preservation of Rights.

The Debtor specifically preserves any ~~preference claims, fraudulent conveyance claims or other claims that it may have against any Creditor or other party under the Bankruptcy Code or other applicable law~~ Causes of Action held by the Estate. Confirmation and effectiveness of this Plan shall not be deemed to release any such ~~claims~~ Causes of Action. However, if the Reorganization Effective Date occurs, the Reorganized Debtor does not intend to pursue such Causes of Action. If the Liquidation Effective Date occurs, the Liquidating Trustee shall decide whether or not to pursue the Causes of Action. In the event that the Plan does not become effective, all settlements, releases and proposed treatments in the Plan are void ab initio and all parties reserve their rights to pursue or defend any matter as if the Plan had never been confirmed.

Section 6.02. Setoffs.

Except to the extent that any Claim is Allowed, the Debtor ~~or~~ the Reorganized Debtor, or the Liquidating Trustee, as applicable, may, but shall not be required to, set off against any Claims and the payments or distributions to be made pursuant to the Plan in respect of such Claims, any and all debts, liabilities, Causes of Action and Claims of every type and nature whatsoever which the Estate, the Debtor ~~or~~ the Reorganized Debtor or the Liquidating Trustee may have against such Creditors, but neither the failure to do so nor the allowance of any such Claims, whether pursuant to the Plan or otherwise, shall constitute a waiver or release by the Debtor ~~or~~ the Reorganized Debtor or the Liquidating Trustee of any such Claims or Causes of Action the Debtor ~~or~~ the Reorganized Debtor or the Liquidating Trustee may have against such Creditors.

**ARTICLE VII.
CONDITIONS TO CONFIRMATION AND THE EFFECTIVENESS OF THE PLAN**

Section 7.01. Conditions to Confirmation. The following are conditions precedent to confirmation of the Plan:

(a) The Bankruptcy Court shall have entered an order or orders, which may be the Confirmation Order, approving the Plan, authorizing the Debtor to execute, enter into and deliver the Plan and any documents relating thereto and to execute, implement and to take all actions otherwise necessary or appropriate to give effect to the transactions contemplated by the Plan.

(b) The Confirmation Order shall be in a form and substance acceptable to the Debtor ~~and~~ Tower Bridge, and the Committee.

Section 7.02. Conditions to Occurrence of Reorganization Effective Date. The following are conditions precedent to the occurrence of the Reorganization Effective Date:

(a) The Confirmation Order shall have been entered by the Bankruptcy Court through a Final Order and shall be in full force and effect and not be subject to any stay or injunction.

(b) All actions, documents and agreements necessary to implement the Plan, including with respect to the issuance of new equity interests in the Reorganized Debtor and the Capital Contribution, shall have been effected or executed as determined by the Debtor in its sole and absolute discretion.

(c) The Debtor shall have raised ~~adequate funding for~~ the entire Capital Contribution ~~to effectuate the Cash payments under the Plan.~~

(d) The Debtor shall have filed the Liquidating Trust Agreement.

(e) The Liquidating Trust Agreement shall have been approved by the Bankruptcy Court through a Final Order.

Section 7.03. Conditions to Occurrence of Liquidation Effective Date. The following are conditions precedent to the occurrence of the Liquidation Effective Date:

(a) The Confirmation Order shall have been entered by the Bankruptcy Court through a Final Order and shall be in full force and effect and not be subject to any stay or injunction.

(b) The Debtor shall have filed the Notice of Liquidation and the Liquidating Trust Agreement.

(c) The Liquidating Trust Agreement shall have been approved by the Bankruptcy Court through a Final Order.

(d) Any and all sales of Property pursuant to Section 5.02(b) hereof shall have closed.

Section 7.04. ~~Section 7.03.~~ Failure to Satisfy Conditions to Occurrence of Effective Date.

The failure to satisfy any condition other than Section 7.02(a) that is a requirement to occurrence of the Effective Date may be asserted by the Debtor as a reason not to declare an Effective Date, provided that the Debtor determines that such condition cannot reasonably be satisfied. In such event, the Debtor shall file a motion to modify or withdraw the Plan, and creditors and parties in interest shall have the right to be heard with respect to such motion.

ARTICLE VIII. EFFECTS OF CONFIRMATION

Section 8.01. Terms Binding. On the Effective Date, all provisions of this Plan, including all Exhibits attached hereto, shall be binding upon the Debtor, all Claimants and Interest holders of the Debtor, and all entities that are affected in any manner by the Plan.

Section 8.02. Discharge. Except as otherwise provided herein, a Final Order confirming this Plan shall constitute a discharge, as of the Reorganization Effective Date, of any and all debts of the Debtor that arose at any time prior to the entry of the Confirmation Order, pursuant to Section 1141(d)(1)(A) of the Bankruptcy Code. This discharge provision does not impact obligations explicitly created under this Plan. This discharge provision shall not apply if the Liquidation Effective Date occurs.

Section 8.03. Vesting of Assets. ~~On~~If the Reorganization Effective Date, ~~occurs, then on the Reorganization Effective Date~~ (a) the Reorganized Debtor shall be vested with all interests and property ~~other than the Reorganization Proceeds~~, including ~~causes~~Causes of ~~action~~Action, of the Debtor's estate free and clear of all claims, ~~liens~~Liens, charges and other interests of Creditors or Interest holders arising prior to the Petition Date, except as expressly provided for in this Plan; ~~and~~ (b) the Liquidating Trust shall be vested with the Liquidating Trust Assets free and clear of all claims, Liens, charges and other interests of Creditors or Interest holders arising prior to the Petition Date, except as expressly provided for in this Plan. If the Liquidation Effective Date occurs, then on the Liquidation Effective Date, the Liquidating Trust shall be vested with all Liquidating Trust Assets free and clear of all claims, Liens, charges and other interests of Creditors or Interest holders arising prior to the Petition Date, except as expressly provided for in this Plan.

Section 8.04. ~~Preservation of Rights by the Debtor and Parties in Interest. The Debtor specifically preserves any claims which it may have against any Creditor or other party under the Bankruptcy Code or other applicable law. Confirmation and effectiveness of this Plan shall not be deemed to release any such claims. In the event that the Plan does not become effective, all settlements, releases and proposed treatments in the Plan are void ab initio and all parties reserve their rights to pursue or defend any matter as if the Plan has never been confirmed. Executory Contracts and Unexpired Leases.~~

(a) Assumption or Rejection of Contracts Under Reorganization Alternative. If the Reorganization Effective Date occurs, all executory contracts and unexpired leases that exist between the Debtor and any Person or Entity shall be deemed assumed by the Debtor effective as of the Reorganization Effective Date, except for any executory contract or unexpired lease: (i) that has been assumed or rejected pursuant to a Final Order of the Bankruptcy Court entered prior to the Reorganization Effective Date; or (ii) as to which a motion for approval of the assumption or rejection of such executory contract or unexpired lease has been filed and served prior to the Reorganization Effective Date.

(b) ~~Section 8.05. Assumption or Rejection of Executory Contracts and Unexpired Leases. All~~Contracts Under Liquidation Alternative. If the Liquidation Effective Date occurs, all executory contracts and unexpired leases that exist between the Debtor and any Person or Entity shall be ~~deemed assumed~~rejected by the Debtor ~~on the Confirmation Date and~~ effective as of the Liquidation Effective Date, except for any executory contract or unexpired lease: (i) that has been assumed or rejected pursuant to a Final Order of the Bankruptcy Court entered prior to the Confirmation Liquidation Effective Date; ~~or~~ (ii) as to which a motion for approval of the assumption or rejection of such executory contract or unexpired lease has been filed and served prior to the Liquidation Effective Date; or (iii) that has been assumed and assigned to a third party buyer pursuant to a Final Order of the Bankruptcy Court.

(c) ~~Section 8.06.~~ Payment of Cure Amounts for Assumption of Contracts. ~~The~~ If the Reorganization Effective Date occurs, the Debtor shall pay any cure amounts owed to the non-debtor parties of executory contracts or unexpired leases that are assumed by the Debtor pursuant to this Plan on the Reorganization Effective Date from the Capital Contribution. If the Liquidation Effective Date occurs, and there is assumption and assignment of any executory contract or unexpired lease, the assignee of such executory contract or unexpired lease shall pay any cure amount owed.

Section 8.05. ~~Section 8.07.~~ Claims Settlement. Notwithstanding any requirement that may be imposed pursuant to Bankruptcy Rule 9019, from and after the Effective ~~date~~ Date all Claims may be compromised and settled by the Reorganized Debtor ~~as follows~~ or the Liquidating Trustee, as appropriate, in the following manner:

(a) Settlements or compromises do not require the review or approval of the Bankruptcy Court or any other party in interest if:

- (i) the settlement or compromise of the Claim pursuant to which such Claim is Allowed is \$25,000 or less; and
- (ii) the settlement or compromise of the Claim where the difference between the amount of the Claim listed on the Debtor's schedules and the amount of the Claim proposed to be Allowed under the settlement is \$25,000 or less.

(b) Settlements or compromises reached by the Debtor or Reorganized Debtor that involve an Insider shall be submitted to the Bankruptcy Court for approval. Settlements or compromises reached by the Liquidating Trustee, if applicable, that involve an Insider shall be submitted to the Bankruptcy Court for approval only if required by Section 8.05(a) hereof.

Section 8.06. ~~Section 8.08.~~ Bar Date for Administrative Claims. Any Claimant asserting an Administrative Claim against the Debtor's bankruptcy estate, other than any professionals asserting Professional Fee Claims shall file a request for the allowance of such claim no later than sixty (60) days after the Effective Date (the "Administrative Claims Bar Date") or such Claim shall be forever barred, and the Debtor shall have no obligation to make distribution on any such Claim pursuant to this Plan.

Section 8.07. ~~Section 8.09.~~ Deadline for Professional Fee Claims. Any professionals asserting a Professional Fee Claim against the Debtor shall file its final application for allowance of such Professional Fee Claim no later than sixty (60) days after the Effective Date. Any Professional Fee Claim that is Allowed by the Court after the Effective Date shall be paid by the Debtor as soon as practicable after allowance of such Claim by the Court.

Section 8.08. ~~Section 8.10.~~ Transfer Under Plan. Any transfer pursuant to this Plan or the Confirmation Order, including any sale, transfer or contribution of property or the provision of any security or mortgage in connection with such a sale or plan funding is critical to the Plan's consummation and effectiveness and shall constitute a "transfer under a plan" within the purview of Section 1146(c) of the Bankruptcy Code and shall not be subject to transfer, stamp or similar taxes in accordance with such section. The transfer of any property of the Estate, or the recording of any deed, lease, mortgage, or other instrument executed and delivered in connection herewith,

from time to time shall be free and clear of any and all stamp or similar taxes or recording fees imposed upon the making or delivery of an instrument or transfer pursuant to Section 1146(c) of the Bankruptcy Code.

Section 8.09. ~~Section 8.11.~~ Recordation of Plan and Confirmation Order. A true, certified copy of the Plan and the Confirmation Order may be recorded in any public place appropriate for such recordation. Pursuant to Section 1146(c) of the Bankruptcy Code, the making or delivery of an instrument of transfer under the Plan may not be taxed under any law imposing a stamp or similar tax. In order to effectuate Section 1146(c) of the Bankruptcy Code, each recorder of deeds or similar official for any county, city or governmental unit in which deeds for transfer of any property of the Estate is to be recorded shall, pursuant to the Confirmation Order, be ordered and directed to accept such deeds for recording and promptly to record such deeds.

Section 8.10. ~~Section 8.12.~~ Execution of Documents Extinguishing Liens. The Reorganized Debtor or the Liquidating Trustee, as appropriate, shall have the authority and power to execute documents extinguishing ~~Liens~~Liens on behalf of those creditors whose ~~Liens~~Liens have been and will be extinguished pursuant to the Plan.

Section 8.11. ~~Section 8.13.~~ Injunctions and Exculpation.

(a) Terms of Existing Injunctions or Stays. Unless otherwise provided herein, all injunctions or stays arising under or entered during the Chapter 11 Case under Sections 105 or 362 of the Bankruptcy Code, or otherwise, and in existence on the Confirmation Date, shall remain in full force and effect until the later of the Effective Date or the date indicated in the order providing for such injunction or stay.

(b) Injunctions. Except as provided for in the Plan or the Confirmation Order, as of the Effective Date, all Claimants that have held, currently hold, or may hold a Claim or other debt or liability that is discharged, are permanently enjoined from taking any of the following actions against the Debtor, the Reorganized Debtor, or its property on account of any of its discharged claims, debts or liabilities: (i) commencing or continuing, in any manner or in any place, any action or other proceeding; (ii) enforcing, attaching, collecting or recovering in any manner any judgment, award, decree or order; (iii) creating, perfecting or enforcing any ~~HenLien~~HenLien or encumbrance; (iv) asserting a setoff, right of subrogation or recoupment of any kind against any debt, liability or obligation due to the Debtor or the Reorganized Debtor, except as provided for in the Plan; and (v) commencing or continuing any action, in any manner, or in any place, that does not comply with or is inconsistent with the provisions of the Plan. By accepting any payment pursuant to the Plan, each holder of an Allowed Claim shall be deemed to have specifically consented to the injunctions set forth in this Article.

(c) Exculpation. Neither the Debtor, its Estate, the Reorganized ~~debtor~~Debtor, the Committee, Tower Bridge, nor any of their respective officers, directors, employees, advisors, professionals, agents or members shall have or incur any liability to, or be subject to any right of action by, the Debtor, any holder of a Claim or Interest or any other party-in-interest for any act or omission in connection with, related to, or be subject to any right of action, by the Debtor arising out of, the Chapter 11 Case, negotiations regarding or concerning the Plan or the pursuit of confirmation of the Plan, the consummation of the Plan or the administration of the Plan or the

property to be distributed under the Plan, any act taken or omitted to be taken after the Petition Date, except for willful misconduct or gross negligence, and, in all respects, the Debtor, its Estate, the Reorganized Debtor, and their respective officers, directors, employees, ~~advisers~~advisors, professionals and agents shall be entitled to rely upon the advice of counsel with respect to their duties and responsibilities under the Plan.

Section 8.12. ~~Section 8.14.~~ Releases.

(a) Releases by Debtor of Released Parties. Effective on the Effective Date, and except as otherwise provided in the Plan or the Confirmation Order, for good and valuable consideration, the adequacy of which is hereby confirmed, the Debtor and the Reorganized Debtor will be deemed to have forever released, waived and discharged the Released Parties from any and all Claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action and liabilities (other than the rights of the Debtor or the Reorganized Debtor to enforce the Plan and the contracts, instruments, releases, indentures and other agreements or documents delivered thereunder), whether for tort, contract, violations of federal or state securities laws, or otherwise, 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, including actions in connection with indebtedness for money borrowed by the Debtor, taking place on or prior to the Effective Date in any way relating to the Debtor, the Chapter 11 Case, or the Plan, provided, however, the Retained Avoidance Actions against Insiders shall only be released pursuant to this paragraph if the Reorganization Effective Date occurs, and if the Liquidation Effective Date occurs, the Retained Avoidance Actions are not released pursuant to this paragraph.

(b) Releases by Holders of Claims and Interests. Effective on the Effective Date, in consideration for the obligations of the Debtor under the Plan and the payments, contracts, instruments, releases, agreements or documents to be entered into or delivered in connection with the Plan, each Person (excluding the Debtor) that has held, currently holds or may hold a Claim or Interest, and any Affiliate of any such Person (as well as any trustee or agent on behalf of each such Person), shall be deemed to have forever waived, released and discharged the Released Parties from any and all Claims, obligations, suits, judgments, damages, rights, Causes of Action and liabilities whatsoever (other than the right to enforce the performance of their respective obligations, if any, to the Debtor or the Reorganized Debtor under the Plan, and the contracts, instruments releases and other agreements delivered under the Plan), whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, then existing or thereafter arising, in law, equity or otherwise that are based in whole or in part on any act or omission, transaction, event or other occurrence taking place on or prior to the Effective Date in any way relating to the Debtor or the Chapter 11 Case other than Claims or liabilities arising out of or relating to any act or omission that constitutes a failure to perform the duty to act in good faith and where such failure to perform constitutes willful misconduct, gross negligence, or fraud; provided, that this Section 8.13(b) shall not release any Person from any Claim or Cause of Action existing as of the Effective Date, based on (x) the Internal Revenue Code or any other domestic state, city or municipal tax code, (y) any liability that the Person may have as an owner or operator of real property after Confirmation under the environmental laws of the United States or any domestic state, city or municipality or (z) any criminal laws of the United States or any domestic state, city or municipality.

~~Section 8.15. Other Documents and Actions.~~

(c) Releases by Debtor of Non-Insider Avoidance Actions. If the Reorganization Effective Date occurs, and effective on the Reorganization Effective Date, for good and valuable consideration, the adequacy of which is hereby confirmed, the Debtor and the Reorganized Debtor will be deemed to have forever released, waived and discharged all Non-Insiders from any and all Non-Insider Avoidance Actions. If the Liquidation Effective Date occurs, all Non-Insider Avoidance Actions shall be preserved.

(d) Committee Adversary Proceeding Against RUS Unaffected. Nothing contained in this Section or elsewhere in this Plan shall be deemed to release the claims and causes of action that were or could have been asserted against RUS through the Committee Adversary Proceeding. Effective as of the Effective Date, the Liquidating Trustee shall automatically be deemed to be substituted for the Committee as plaintiff in the Committee Adversary Proceeding. The Liquidating Trustee is hereby authorized to note the substitution through a notice filed in the Committee Adversary Proceeding.

Section 8.13. Other Documents and Actions. The Debtor is authorized to execute such documents and take such other action as is necessary to effectuate the transactions provided for in the Plan. As of the Effective Date, the Committee Adversary Proceeding against Tower Bridge shall only be deemed withdrawn as to Tower Bridge; the Liquidating Trustee is hereby authorized to file a notice in the Committee Adversary Proceeding after the Effective Date noting that the Committee Adversary Proceeding is withdrawn only as to Tower Bridge.

~~Section 8.16. Preservation of Insurance.~~

Section 8.14. Preservation of Insurance. Except as necessary to be consistent with the Plan, the Plan and the discharge provided herein, if any, shall not diminish or impair: (a) the enforceability of insurance policies that may cover Claims against the Debtor or any other Person or Entity; or (b) the continuation of workers' compensation programs in effect, including self-insurance programs.

~~Section 8.17. No Successor Liability.~~

Section 8.15. No Successor Liability. Except as otherwise expressly provided in the Plan, the Debtor and the Reorganized Debtor do not, pursuant to the Plan or otherwise, assume, agree to perform, pay, or indemnify or otherwise have any responsibilities for any liabilities or obligations of the Debtor or any other party relating to or arising out of the operations of or assets of the Debtor, whether arising prior to, on, or after the Effective Date.

**ARTICLE IX.
RETENTION OF JURISDICTION**

Section 9.01. Exclusive Jurisdiction of Bankruptcy Court.

Notwithstanding the entry of the Confirmation Order and the occurrence of the Effective Date, the Bankruptcy Court shall retain after the Effective Date exclusive jurisdiction over all

matters arising out of, arising in or related to the Chapter 11 Case to the fullest extent permitted by applicable law, including, without limitation, jurisdiction to:

(a) classify or establish the priority or secured or unsecured status of any Claim (whether filed before or after the Effective Date and whether or not contingent, Disputed or unliquidated) or resolve any dispute as to the treatment of any Claim pursuant to the Plan;

(b) grant or deny any applications for allowance of compensation or reimbursement of expenses pursuant to sections 330, 331 or 503(b) of the Bankruptcy Code or otherwise provided for in the Plan, for periods ending on or before the Effective Date;

(c) determine and resolve any matters related to the assumption or rejection of any executory contract or unexpired lease to which the Debtor is a party or with respect to which the Debtor may be liable, and to hear, determine and, if necessary, liquidate any Claims arising therefrom;

(d) ensure that all payments due under the Plan and performance of the provisions of the Plan are accomplished as provided herein and resolve any issues relating to distributions to Holders of Allowed Claims pursuant to the provisions of the Plan;

(e) construe, take any action and issue such orders, prior to and following the Confirmation Date and consistent with section 1142 of the Bankruptcy Code, as may be necessary for the enforcement, implementation, execution and consummation of the Plan and all contracts, instruments, releases, indentures and other agreements or documents created in connection with the Plan, including, without limitation, the Disclosure Statement and the Confirmation Order, for the maintenance of the integrity of the Plan in accordance with sections 524 and 1141 of the Bankruptcy Code following consummation;

(f) determine and resolve any cases, controversies, suits or disputes that may arise in connection with the consummation, interpretation, implementation or enforcement of the Plan (and all Exhibits to the Plan) or the Confirmation Order, including the indemnification and injunction provisions set forth in and contemplated by the Plan or the Confirmation Order, or any Entity's rights arising under or obligations incurred in connection therewith;

(g) hear any application of the Debtor [or, if the Liquidation Effective Date occurs, the Liquidating Trustee](#) to modify the Plan after the Effective Date pursuant to section 1127 of the Bankruptcy Code and Section 10.02 hereof or modify the Disclosure Statement, the Confirmation Order or any contract, instrument, release, indenture or other agreement or document created in connection with the Plan, the Disclosure Statement or the Confirmation Order, or remedy any defect or omission or reconcile any inconsistency in any Bankruptcy Court order, the Plan, the Disclosure Statement, the Confirmation Order or any contract, instrument, release, indenture or other agreement or document created in connection with the Plan, the Disclosure Statement or the Confirmation Order, in such manner as may be necessary or appropriate to consummate the Plan, to the extent authorized by the Bankruptcy Code and the Plan;

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

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

(j) determine any other matters that may arise in connection with or relating to the Plan, the Disclosure Statement, the Confirmation Order or any contract, instrument, release, indenture or other agreement or document created in connection with the Plan, the Disclosure Statement or the Confirmation Order, including the Liquidating Trust Agreement, except as otherwise provided in the Plan;

(k) determine such other matters and for such other purposes as may be provided in the Confirmation Order;

(l) hear and determine any other matters related hereto and not inconsistent with chapter 11 of the Bankruptcy Code;

(m) hear and determine disputes arising in connection with the interpretation, implementation or enforcement of the Plan;

(n) enter a Final Decree closing the Chapter 11 Case;

(o) allow, disallow, determine, liquidate or estimate any Claim, including the compromise, settlement and resolution of any request for payment of any Claim, the resolution of any Objections to the allowance of Claims and to hear and determine any other issue presented hereby or arising hereunder, including during the pendency of any appeal relating to any Objection to such Claim (to the extent permitted under applicable law);

(p) permit the Debtor~~-or,~~ the Reorganized Debtor, or the Liquidating Trustee as applicable, to the extent provided for in the Plan, to recover all assets of the Debtor and Property of its Estate, wherever located;

(q) hear and determine any motions or contested matters involving taxes, tax refunds, tax attributes and tax benefits and similar or related matters with respect to the Debtor or the Debtor's Estate arising prior to the Effective Date or relating to the period of administration of the Chapter 11 Case, including, without limitation, matters concerning federal, state and local taxes in accordance with sections 346, 505 and 1146 of the Bankruptcy Code; and

(r) hear and determine any motions, applications, adversary proceedings, contested matters and other litigated matters pending on, filed or commenced after the Effective Date that may be commenced by the Debtor~~-or,~~ the Reorganized Debtor or the Liquidating Trustee, as applicable, thereafter, including ~~Transferred~~Retained Avoidance Actions, proceedings with respect to the rights of the Debtor~~-or,~~ the Reorganized Debtor or the Liquidating Trustee to recover Property under sections 502, 510, 541, 542, 543, 544, 545, 547, 548, 550, 551 or 553 of the Bankruptcy Code to the extent not released pursuant to the Plan, or proceedings to otherwise collect to recover on account of any Claim or Cause of Action that the Debtor or the Liquidating Trustee, as applicable, may have had to the extent not released pursuant to the Plan.

Section 9.02. Failure of Bankruptcy Court to Exercise Jurisdiction.

If the Bankruptcy Court abstains from exercising or declines to exercise jurisdiction over any matter arising under, arising in or related to the Debtor, including with respect to the matters set forth above in Section 9.01 hereof, this Article ~~XIX~~ shall not prohibit or limit the exercise of jurisdiction by any other court having competent jurisdiction with respect to such subject matter.

ARTICLE X. MISCELLANEOUS PROVISIONS

~~Section 10.01. Binding Effect of Plan.~~

Section 10.01. Binding Effect of Plan. The provisions of the Plan shall be binding upon and inure to the benefit of the Debtor, the Estate, the Reorganized Debtor or the Liquidating Trustee, as applicable, any Holder of any Claim or Interest treated herein or any Person named or referred to in the Plan, and each of their respective heirs, executors, administrators, representatives, predecessors, successors, assigns, agents, officers and directors, and, to the fullest extent permitted under the Bankruptcy Code and other applicable law, each other Person affected by the Plan.

Section 10.02. Modification of the Plan.

(a) Before Confirmation. At any point prior to entry of the Confirmation Order, the Debtor may modify the Plan but may not modify the Plan so that the Plan, as modified, fails to meet the requirements of Sections 1122 and 1123 of the Bankruptcy Code. If the Debtor files a modified Plan with the Bankruptcy Court, the Plan as modified shall become the Plan.

(b) After Confirmation. At any time after entry of the Confirmation Order and before substantial consummation of the Plan, the Debtor may modify the Plan but may not modify the Plan so that the Plan, as modified, fails to meet the requirements of Sections 1122 and 1123 of the Bankruptcy Code. The Plan as modified under this Section 10.2(b) becomes the Plan only if the Bankruptcy Court, after notice and hearing, confirms such Plan as modified under Section 1129 of the Bankruptcy Code.

Section 10.03. Payments Under the Plan. Whenever any payment required to be made under the Plan ~~shall be~~ due on a day other than a Business Day, such payment shall be made instead, without interest, on the immediately succeeding business day, but shall be deemed to have been made on the date due. Except as otherwise provided in the Plan, any payment shall be allocated to the principal amount of the Claim (as determined for federal income tax purposes) first and then, to the extent the payment exceeds the principal amount of the Claim, to the portion of the Claim representing the accrued but unpaid interest. Any payment to be made pursuant to the Plan shall be deemed paid when a check is deposited in the U.S. mail. Notwithstanding anything to the contrary contained herein, no payment of fractions of cents shall be made. Fractional cents shall be rounded down to the nearest whole cent.

Section 10.04. Address for Payments Under the Plan. Subject to Bankruptcy Rule 9010, any payment to a Holder of an Allowed Claim shall be made at the address of such Holder as set forth on the proof of claim filed by such Holder (or the last known address of such Holder if no proof of claim is filed). If any payment is returned to the Reorganized Debtor as undeliverable, no further payments shall be made unless and until the Reorganized Debtor is notified of the Holder's

current address within three (3) months after the payment was returned, at which time any missed payments shall be made to the Holder without interest.

Section 10.05. Time Bar to Payments. Checks issued for payments on account of Allowed Claims shall be null and void if not negotiated within one hundred eighty (180) days after the issuance thereof. Requests for reissuance of any check shall be made directly to the Reorganized Debtor. All Claims relating to void checks as provided herein shall be barred forever and such unpaid payments shall revert to the Reorganized Debtor.

Section 10.06. Manner of Payment Under the Plan. Unless a Claimant agrees otherwise, any payment to be made under the Plan shall be made, at the election of the Reorganized Debtor, by check drawn on a domestic bank or by wire transfer from a domestic bank.

Section 10.07. Severability.

Should the Bankruptcy Court determine, prior to the Confirmation Date, that any provision of the Plan is either illegal on its face or illegal as applied to any Claim or Interest, such provision shall be unenforceable as to all Holders of Claims or Interests or to the specific Holder of such Claim or Interest, as the case may be, as to which such provision is illegal. Unless otherwise determined by the Bankruptcy Court, such a determination of unenforceability shall in no way limit or affect the enforceability and operative effect of any other provision of the Plan.

Section 10.08. Governing Law. Except to the extent that the Bankruptcy Code or Bankruptcy Rules or other federal laws are applicable, and subject to the provisions of any contract, instrument, release, indenture or other agreement or document entered into in connection with the Plan, the construction, implementation and enforcement of the Plan and all rights and obligations arising under the Plan shall be governed by, and construed and enforced in accordance with, the laws of the Commonwealth of Pennsylvania, without giving effect to conflicts-of-law principles which would apply the law of a jurisdiction other than the Commonwealth of Pennsylvania.

~~Section 10.09.~~ Payment of Statutory Fees.

Section 10.09. Payment of Statutory Fees. All outstanding United States Trustee Fee Claims, as determined, if necessary, by the Bankruptcy Court at the hearing to consider Confirmation of the Plan, shall be paid on or before the Effective Date by the Debtor or the Liquidating Trustee, as applicable, until the case is closed by entry of a Final Decree, converted, or dismissed.

Section 10.10. Surrender and Cancellation of Instruments. On the Effective Date, except as otherwise provided in the Plan, all promissory notes, instruments, securities and agreements evidencing a Claim shall be canceled. At the option of the Reorganized Debtor or the Liquidating Trustee, as applicable, no payment hereunder shall be made to or on behalf of any Holder of any Claim, unless and until such promissory note, instrument, security or agreement is surrendered or the unavailability thereof is reasonably established to the satisfaction of the Debtor and such Holder of a Claim executes and delivers any documents necessary to release all encumbrances arising under any applicable security agreement or nonbankruptcy law and such other documents as the Debtor may reasonably request. In accordance with Section 1143 of the Bankruptcy Code,

any such Holder of a Claim that fails to surrender or cause to be surrendered such promissory note, instrument, security or agreement or to execute and deliver an affidavit of loss and indemnity reasonably satisfactory to the Reorganized Debtor or the Liquidating Trustee, as applicable, and, in the event that the Reorganized Debtor or the Liquidating Trustee requests, furnishes a bond in form ~~an~~ and substance reasonably satisfactory to the Reorganized Debtor or the Liquidating Trustee (including, without limitation, amount), shall be deemed to have forfeited all rights, claims, and interests and shall not participate in any payment hereunder (to the extent otherwise entitled).

Section 10.11. Notices.

Any notice required or permitted to be provided under this Plan to the Debtor, or any request for information with respect to the Plan, shall be in writing and served by either (a) certified mail, return receipt requested, postage prepaid, (b) hand delivery or (c) reputable overnight delivery service, freight prepaid, to be addressed as follows:

Limitless Mobile, LLC
2574 Interstate Drive
Harrisburg, PA 17110
Attn: Amir Rajwany
Email: amir.rajwany@limitlessmobile.com

With copies to:

Dilworth Paxson LLP
1500 Market Street
Suite 3500E
Philadelphia, PA 19102
Attn.: Lawrence G. McMichael and Jennifer L. Maleski
Email: lmc michael@dilworthlaw.com; jmaleski@dilworthlaw.com

Section 10.12. Filing of Additional Documents. The Plan Documents and any other documents, agreements, instruments, schedules or exhibits specified in the Plan shall, ~~where expressly so~~ except as provided ~~for in this Plan~~ otherwise herein, be contained in Plan supplements filed from time to time, all of which shall be filed with the Bankruptcy Court no later than seven (7) calendar days prior to the Voting Deadline. Unless otherwise expressly provided in the Plan, the Debtor shall remain free to modify or amend any such documents after such date. Upon filing with the Bankruptcy Court, the Plan supplements may be inspected in the office of the clerk of the Bankruptcy Court during normal court hours. Holders of Claims or Interests may also obtain a copy of the Plan supplements on the Debtor's Case Information Website (located at www.omnimgt.com/limitlessmobile) or the Bankruptcy Court's Website (located at www.paeb.uscourts.gov).

Section 10.13. Section 1125 of the Bankruptcy Code. The Debtor has, and upon Confirmation of the Plan shall be deemed to have, solicited acceptances of the Plan in good faith and in compliance with the applicable provisions of the Bankruptcy Code ~~and (b) the~~. The Debtor (and its respective Affiliates, officers, directors, employees, consultants, agents, advisors,

members, attorneys, accountants, financial advisors, other representatives and Professionals), ~~has~~shall also be deemed to have participated in good faith and in compliance with the applicable provisions of the Bankruptcy Code in the offer, issuance, sale, and purchase of any securities offered and sold under the Plan, and ~~are~~is not, and on account of such offer, issuance, sale, solicitation, and/or purchase will not be, liable at any time for the violation of any applicable law, rule, or regulation governing the solicitation of acceptances or rejections of the Plan or the offer, issuance, sale, or purchase of any securities offered and sold under the Plan.

Section 10.14. Time. Unless otherwise specified herein, in computing any period of time prescribed or allowed by the Plan, the Day of the act or event from which the designated period begins to run shall not be included. The last Day of the period so computed shall be included, unless it is not a Business Day, in which ~~event~~case the period runs until the end of the next succeeding Day that is a Business Day. Otherwise, the provisions of Bankruptcy Rule 9006 shall apply.

Section 10.15. No Interest or Attorneys' Fees. Except as expressly provided for in the Plan, or as allowed by the Bankruptcy Court, no interest, penalty or late charge arising after the Petition Date, and no award or reimbursement of attorneys' fees or related expenses or reimbursements, shall be allowed on, or in connection with, any Claim.

Section 10.16. Dissolution of the Committee. On the Effective Date, the Committee shall be dissolved and the members thereof shall be released and discharged of and from all further authority, duties, responsibilities and obligations related to, arising from or in connection with the Chapter 11 Case, and the retention or employment of the Committee's attorneys, accountants, and other agents, if any, shall terminate, except for purposes of filing and prosecuting applications for final allowances of compensation for professional services rendered and reimbursement of expenses incurred in connection therewith, or any appeal of the Confirmation Order.

Section 10.17. ~~Section 10.16.~~ Remedy of Technical Defects. After the Effective Date, the Reorganized Debtor or the Liquidating Trustee, as applicable, may, with approval of the Bankruptcy Court, and so long as it does not materially and adversely affect the interests of any Claimant, remedy any defect or omission, or reconcile any inconsistencies in the Plan or in the Confirmation Order, in such manner as may be necessary to carry out the purposes and effect of the Plan.

Section 10.18. ~~Section 10.17.~~ No Waivers. Notwithstanding anything herein to the contrary, nothing contained in the Plan shall be deemed a waiver by the Debtor with respect to any matter set forth herein, including, without limitation, liability on any Claim or Interest or the propriety of any classification of any Claim or Interest.

Section 10.19. ~~Section 10.18.~~ Entire Agreement. ~~The~~Except as provided otherwise herein, the Plan (and all Exhibits to the Plan and any Plan supplements that may be filed) sets forth the entire agreement and undertakings relating to the subject matter hereof and supersedes all prior discussions and documents. The Debtor shall not be bound by any terms, conditions, definitions, warranties, understandings, or representations with respect to the subject matter hereof, other than as expressly provided for herein or as may hereafter be agreed to by the parties in writing.

Section 10.20. ~~Section 10.19.~~ Waiver. The Debtor, the Reorganized Debtor or the Liquidating Trustee, as appropriate, reserves the right to waive any provision of this Plan to the extent such provision is for the sole benefit of the Debtor and/or its officers or directors.

The Debtor hereby requests Confirmation of the Plan pursuant to section 1129(a) or section 1129(b) of the Bankruptcy Code:

Dated: ~~July 31~~, October 2, 2017

/s/ Jesse N. Silverman

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Counsel for the Debtor and Debtor in Possession

~~**EXHIBIT A**~~
~~**AGENCY AGREEMENT**~~

~~**[TO BE SUBMITTED]**~~

Document comparison by Workshare Compare on Monday, October 02, 2017
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Padding cell	

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