

UNITED STATES BANKRUPTCY COURT
DISTRICT OF PUERTO RICO

-----X
In re: : Case No. 12-10295 (ESL)
 :
PUERTO DEL REY, INC. a/k/a : Chapter 11
MARINA PUERTO DEL REY, :
 :
Debtor. :
-----X

**JOINT CHAPTER 11 PLAN PROPOSED BY THE DEBTOR,
FIRSTBANK PUERTO RICO, AND PBF-TEP ACQUISITIONS, INC.**

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Puerto Del Rey Inc. a/k/a Marina Puerto Del Rey, as debtor and debtor in possession in the above-captioned chapter 11 case, together with FirstBank Puerto Rico and PBF-TEP Acquisitions, Inc. (and/or any affiliate thereof by assignment), propose the following joint chapter 11 plan pursuant to section 1121(a) of title 11 of the United States Code.

ARTICLE 1 DEFINITIONS AND RULES OF INTERPRETATION

Section 1.1 Scope of Definitions

For purposes of this Plan, except as expressly provided otherwise or unless the context requires otherwise, all capitalized terms not otherwise defined shall have the meanings ascribed to them in Section 1.2 of this Plan. Any term used in this Plan that is not defined herein, but is defined in the Bankruptcy Code or the Bankruptcy Rules, shall have the meaning ascribed to that term in the Bankruptcy Code or the Bankruptcy Rules.

Section 1.2 Definitions

“Additional Disclosure Entities” means (i) the PdR Group Members, (ii) any and all subsidiaries and/or affiliates of the Debtor that are not Affiliates or Subsidiaries, (iii) any and all officers, directors, and/or shareholders, of the Debtor or any affiliate of the Debtor, (iv) any Insider of the Debtor, and (v) Mr. Daniel Shelley, his spouse, and their conjugal partnership.

“Additional Disclosure Entity Representations and Warranties” means those specific representations and warranties of the Additional Disclosure Entities dated as of April 18, 2013, as included in the Plan Supplement.

“Administrative Expense Claim” means any request from a non-Insider for payment of a cost or expense of administration of the Chapter 11 Case under sections 503(b) and 507(a)(2) of the Bankruptcy Code, arising on or prior to the Effective Date, including, without limitation, any actual and necessary costs and expenses of preserving the Debtor’s Estate and Professional Claims.

“Administrative Expense Claim Bar Date” means the date that is the first Business Day that is fifteen (15) days after the Effective Date, or such other date as may be fixed by the Bankruptcy Court.

“Administrative Expense Claim Objection Deadline” means the date that is the first Business Day that is thirty (30) calendar days after the Effective Date.

“Affiliate” means the following affiliates of the Debtor, which are under common control with the Debtor: Marina Puerto del Rey, Inc., Tallyman Services, Inc., TDS, Inc., Ceiba Maritime LLC, and Cacimar.

“Affiliate Assets” means those certain assets owned by the Affiliates that constitute Purchased Assets, as set forth more fully in the Term Sheet and the Asset Purchase Agreement.

“Affiliate Contracts” means those executory contracts and unexpired leases entered into by the Affiliates in the ordinary course of their business.

“Allowed” means, with respect to a Claim, (i) any Claim that has been listed by the Debtor in the Schedules, as such Schedules may be amended by the Debtor from time to time in

accordance with Bankruptcy Rule 1009, as liquidated in amount and not disputed or contingent and for which no contrary proof of claim or interest has been filed; (ii) any properly and timely filed, liquidated, non-contingent Claim with respect to which no objection to the allowance thereof has been filed within the applicable period fixed by this Plan, the Bankruptcy Code, the Bankruptcy Rules or a Final Order of the Bankruptcy Court; or (iii) any Claim allowed pursuant to this Plan, the Confirmation Order or a Final Order of the Bankruptcy Court.

“Asset Purchase Agreement” means that certain asset purchase agreement by and among the PdR Group Members and the Purchaser memorializing the terms and conditions of the purchase and sale of the Purchased Assets.

“Assumed Contracts” means those specified Executory Contracts listed on the Assumed Contracts Schedule.

“Assumed Contracts Schedule” means the schedule of Executory Contracts to be assumed by the Debtor, and assigned to the Purchaser, on the Effective Date.

“Bankruptcy Code” means title 11 of the United States Code, as applicable to the Chapter 11 Case.

“Bankruptcy Court” means the United States Bankruptcy Court for the District of Puerto Rico.

“Bankruptcy Rules” means the Federal Rules of Bankruptcy Procedure as promulgated by the United States Supreme Court under section 2075 of title 28 of the United States Code, as applicable to the Chapter 11 Case, and any local rules of the Bankruptcy Court.

“Bar Date” means May 2, 2013, as set forth in the Notice of Chapter 11 Bankruptcy Case, Meeting of Creditors, & Deadlines [Docket No. 18].

“BPPR” means Banco Popular de Puerto Rico.

“BPPR Secured Claim” means the Secured Claim held by BPPR reflected in the Schedules (or, if applicable, a proof of claim filed by BPPR in the Chapter 11 Case), as Allowed in the amount set forth therein.

“Business Day” means any day other than a Saturday, a Sunday, a “legal holiday” as such term is defined in Bankruptcy Rule 9006(a), or any other day on which banking institutions in Puerto Rico are required or authorized to close by law or executive order.

“Cacimar” means Inversiones Cacimar, Inc.

“Cacimar Agreement” means that certain settlement agreement by and among the PdR Group Members, the Additional Disclosure Entities, and the Purchaser, which shall be included in the Plan Supplement.

“Cacimar Consideration” means the settlement consideration to be paid by the Purchaser to Cacimar (or its designee) pursuant to the Cacimar Agreement in an amount equal to: (i) \$3,000,000 on the Effective Date, (ii) \$500,000 paid six (6) months after the Effective Date, and (iii) \$1,000,000 paid twelve (12) months after the Effective Date.

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

“**Cash on Hand**” means the Debtor’s Cash on hand on the Effective Date, which Cash on Hand is a Purchased Asset that shall be acquired by and transferred to the Purchaser on the Effective Date, and which Cash may only be used for expenditures in the ordinary course of the Debtor’s business during the pendency of the Chapter 11 Case.

“**Causes of Action**” means any and all actions, proceedings, causes of action, suits, demands, rights to legal remedies, rights to equitable remedies, rights to payment and Claims, whether known, unknown, reduced to judgment, not reduced to judgment, liquidated, unliquidated, fixed, contingent, non-contingent, matured, unmatured, disputed, undisputed, secured, or unsecured, and whether asserted or assertable directly or derivatively in law, equity or otherwise, of the Debtor or its Estate, existing as of the Effective Date, unless waived or released by the Debtor pursuant to the Release and this Plan, including, without limitation, any of the foregoing arising under sections 542, 543, 544, 547 through 551, and 553 of the Bankruptcy Code.

“**Chapter 11 Case**” means the case under chapter 11 of the Bankruptcy Code commenced by the Debtor in the Bankruptcy Court and styled In re Puerto Del Rey, Inc. a/k/a Marina Puerto Del Rey, Case No. 12-10295 (ESL).

“**Claim**” has the meaning set forth in section 101 of the Bankruptcy Code.

“**Claims Objection Deadline**” means the date that is the first Business Day that is fifteen (15) days after the Effective Date.

“**Class**” means any group of Claims or Equity Interests classified by this Plan pursuant to section 1122(a) of the Bankruptcy Code.

“**Claims Reserve**” means the escrow account to be funded by the Purchaser in the amount of \$2,000,000 (less certain distributions to be paid by the Purchaser directly to the applicable recipients thereof as specified in the Plan, including, without limitation, the amount of Cash required to be held by the Purchaser on account of any Customer Security Deposits that must be held by the Purchaser and paid after the Effective Date in accordance with the applicable Assumed Contract), which amount has been determined by the Bankruptcy Court pursuant to the Confirmation Order to be sufficient to make all necessary distributions with respect to Administrative Expense Claims, Priority Tax Claims, the BPPR Secured Claim, Priority Non-Tax Claims, and General Unsecured Claims that are Allowed as of the Effective Date, and estimated to become Allowed after the Effective Date. For the avoidance of doubt, the Claims Reserve shall not be used to pay any Claims held by any of the PdR Group Members, the Additional Disclosure Entities, or any Insider, all of which Claims shall be waived and released on the Effective Date pursuant to the Plan, the Confirmation Order, and the Release.

“**Commencement Date**” means December 28, 2012.

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

“**Confirmation Hearing**” means the hearing to be held by the Bankruptcy Court regarding confirmation of the Plan, as such hearing may be adjourned or continued from time to time.

“**Confirmation Objection Deadline**” means the deadline to be established by the Bankruptcy Court pursuant to the Confirmation Scheduling Order, for the filing and service by any and all parties in interest of objections to confirmation of this Plan.

“Confirmation Order” means the order or orders of the Bankruptcy Court confirming this Plan pursuant to section 1129 of the Bankruptcy Code, which order or orders shall be in form and substance acceptable to the Debtor, FirstBank, and the Purchaser.

“Confirmation Scheduling Order” means the order to be entered by the Bankruptcy Court, which shall be in form and substance acceptable to the Debtor, FirstBank, and the Purchaser, (i) scheduling the Confirmation Hearing; (ii) establishing the Distribution Record Date; and (iii) establishing the Confirmation Objection Deadline.

“Consent Judgment” means that certain judgment by consent dated July 11, 2012 entered by the General Court of Justice of the Commonwealth of Puerto Rico, Fajardo Section, incorporating by reference the terms of that certain Stipulation For Entry of Judgment by Consent dated July 11, 2012 in Civil Case No. NCSI2011-0442.

“Creditor” means any entity holding a Claim.

“Cure” means all monetary liabilities of the Debtor that must be paid or otherwise satisfied to cure all of the Debtor’s monetary defaults under any and all Executory Contracts to be assumed by the Debtor and assigned to the Purchaser pursuant to this Plan, the Confirmation Order, or Final Order of the Bankruptcy Court, pursuant to section 365 of the Bankruptcy Code, including, without limitation, any amounts related to Customer Security Deposits, which shall be held by the Purchaser and paid after the Effective Date in accordance with the applicable Assumed Contract.

“Customer Security Deposit” means any customer security deposit required to be held by the Debtor under any Assumed Contract, the amount of which security deposits shall be determined no later than three (3) business days prior to the Confirmation Hearing.

“Debtor” means Puerto Del Rey Inc. a/k/a Marina Puerto Del Rey.

“Definitive Documentation” means all documents necessary for confirmation of the Plan, entry of the Confirmation Order by the Bankruptcy Court, and consummation of the Sale, as included in the Plan Supplement, including, without limitation, the Cacimar Agreement, Non-Compete Agreement, Assumed Contracts Schedule, Releases, and Asset Purchase Agreement.

“Distribution Record Date” means the date to be established by the Bankruptcy Court pursuant to the Confirmation Scheduling Order as the date on which recordholders of any Claim against or Equity Interest in the Debtor is fixed for distributions to be made under this Plan.

“Disallowed” means, with respect to a Claim or Equity Interest, any Claim or Equity Interest that has been disallowed by this Plan, the Confirmation Order or Final Order of the Bankruptcy Court.

“Disputed” means, with respect to a Claim or Equity Interest, any Claim or Equity Interest that is not Allowed or Disallowed.

“Distribution Agent” means Luis R. Carrasquillo & Co., P.S.C., the financial consultant retained by the Debtor pursuant to Section 327(a) of the Bankruptcy Code as approved by the Bankruptcy Court pursuant to a Final Order entered on January 23, 2013 [D.I. 43].

“Effective Date” means the first Business Day on which all conditions to effectiveness of this Plan set forth in Article 10 of this Plan are satisfied, or waived in writing by a party entitled to waive such condition.

“Equity Interest” means the legal, equitable, contractual and other rights of a holder of an ownership interest in the Debtor, including, without limitation, any interest evidenced by common or preferred stock, membership interests and options or other rights to purchase or otherwise receive any ownership interest in the Debtor.

“Estate” means the estate created for the Debtor in its Chapter 11 Case pursuant to section 541 of the Bankruptcy Code, including, without limitation, as may be augmented pursuant to section 541(a)(7) of the Bankruptcy Code.

“Excluded Assets” means (i) any and all claims and causes of action arising under Chapter 5 of the Bankruptcy Code, and any other claims or causes of action of the Debtor and the Affiliates against the other PdR Group Members and their officers, directors, shareholders, affiliates, and any related entity or person; (ii) the Related Receivables, other than those third party receivables related to the Debtor’s business and/or incurred by the Debtor in its business after the Commencement Date; (iii) the personal property owned by and in the possession of the officers and directors of the PdR Group Members for their personal use, which personal property is not used by or in, and does not pertain to, the Debtor’s business and the Purchased Assets; and (iv) the items set forth on Schedule D to the Term Sheet, all as shall be set forth more fully in the Asset Purchase Agreement.

“Executory Contract” means any contract or unexpired lease to which the Debtor is a party and which is executory within the meaning of section 365 of the Bankruptcy Code, including the Affiliate Contracts.

“Final Order” means an order or judgment, the operation or effect of which has not been reversed, vacated, stayed, modified, or amended, and as to which order or judgment (or any reversal, vacation, stay, modification, or amendment thereof) (i) the time to appeal, seek certiorari, or request reargument or further review or rehearing has expired and no appeal, petition for certiorari, or request for reargument or further review or rehearing has been timely filed; or (ii) any appeal that has been or may be taken or any petition for certiorari or request for reargument or further review or rehearing that has been or may be filed has been resolved by the highest court to which the order or judgment was appealed, from which certiorari was sought, or to which the request was made, and no further appeal or petition for certiorari or request for reargument or further review or rehearing has been or can be taken or granted; provided however, that no order shall fail to be a Final Order solely because of the possibility that a motion pursuant to section 502(j) of the Bankruptcy Code, rule 59 or rule 60 of the Federal Rules of Civil Procedure or Bankruptcy Rule 9024 may be filed with respect to such order.

“FirstBank” means FirstBank Puerto Rico or any of its successors or affiliates.

“FirstBank Adequate Protection Claims” means those disputed Secured Claims asserted by FirstBank arising under the Interim Order (I) Authorizing the Use of Cash Collateral Pursuant to 11 U.S.C. § 363; (II) Granting Adequate Protection Pursuant to §§ 361, 362, 363 and 507; and (III) Scheduling a Further Hearing, dated February 4, 2013 [Docket No. 52].

“FirstBank Loans” means the various loans made by FirstBank to the Debtor that are asserted by FirstBank, and disputed by the Debtor, to be secured by first priority mortgages/liens on substantially all of the Purchased Assets, and by various pledges, collateral agreements, and/or guarantees provided in connection therewith.

“FirstBank Secured Claim” means the asserted Secured Claim of FirstBank arising under the FirstBank Loans, and disputed by the Debtor, as Allowed pursuant to Section 2.3 of the Plan.

“General Unsecured Claim” means any unsecured Claim that is not an Administrative Expense Claim, a Priority Tax Claim, a Priority Non-Tax Claim, an Intercompany Claim or an Insider Claim.

“Government Bar Date” means July 8, 2013, as set forth in the Notice of Chapter 11 Bankruptcy Case, Meeting of Creditors, & Deadlines [Docket No. 18].

“Government Claim Objection Deadline” means the date that is fifteen (15) days after the Government Bar Date.

“Impaired” means, with respect to a Claim or Equity Interest, any Claim or Equity Interest that is impaired within the meaning of section 1124 of the Bankruptcy Code.

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

“Insider Claims” means any Claim held by an Insider.

“Intercompany Claim” means any Claim held by and among the Debtor, the Affiliates or the Subsidiaries.

“Non-Compete Agreement” means that certain agreement executed by the PdR Group Members, the Additional Disclosure Entities, and the Purchaser in connection with the Cacimar Agreement, as included in the Plan Supplement.

“PdR Group Members” means the Debtor and the Affiliates.

“Plan” means this joint chapter 11 plan, including the schedules, exhibits and supplements hereto including, without limitation, the Plan Supplement, as the same may be amended or modified from time to time in accordance with the provisions of the Bankruptcy Code and the terms hereof.

“Plan Supplement” means those certain schedules and other documents to be filed with the Bankruptcy Court on or before the date that is seven (7) calendar days prior to the Confirmation Hearing, in support of confirmation of this Plan, or otherwise attendant or incidental to the transactions contemplated under this Plan, including the Definitive Documentation, which schedules and other documents shall be considered a part of this Plan for all purposes, and approved by the Bankruptcy Court pursuant to the Confirmation Order.

“Priority Non-Tax Claim” means any non-Insider Claim entitled to priority pursuant to section 507(a) of the Bankruptcy Code other than Administrative Expense Claims and Priority Tax Claims.

“Priority Tax Claim” means any Claim entitled to priority pursuant to section 507(a)(8) of the Bankruptcy Code.

“Pro Rata” means, with respect to an Allowed Claim, the ratio of the amount of the Allowed Claim to the total amount of all Allowed Claims in the same Class.

“Professional Claim” means a Claim of any professional retained in the Chapter 11 Case pursuant to the Bankruptcy Code, Bankruptcy Rules, or a Final Order of the Bankruptcy Court, for compensation for services rendered, and reimbursement of expenses incurred, by such professional after the Commencement Date and prior to and including the Effective Date.

“Proposed Cure” means the Cure amounts identified on the Assumed Contracts Schedule under the heading “Cure Amount”.

“Purchased Assets” means substantially all of the Debtor’s assets, except the Excluded Assets, and the Affiliates Assets, subject to the precise definition of “Purchased Assets” set forth in the Term Sheet and the Asset Purchase Agreement.

“Purchaser” means PBF-TEP Acquisitions, Inc. and/or any entity by its assignment.

“Registry” means the Registry of the Property of Puerto Rico.

“Rejection Damage Claim” means a Claim for damages arising from the rejection by the Debtor of any executory contract or unexpired lease pursuant to section 365 of the Bankruptcy Code.

“Related Receivables” means any and all receivables, claims, causes of action or demands, existing or potential, asserted or unasserted, known or unknown, that the Debtor and its affiliates may have against SVI Investments, Inc., Vantage Golf, Inc., Cacimar, and any other entities or person related to the PdR Group and any or all of such affiliates’ respective shareholders, officers and directors.

“Release” means the full, total, mutual, and reciprocal releases executed by and among the Purchaser, FirstBank, the PdR Group Members (including any officers, directors, shareholders, Insiders and/or affiliates thereof), and the Additional Disclosure Entities (including any/all officers, directors, shareholders and/or affiliates thereof), which shall be in form and substance acceptable to the Debtor, FirstBank, and the Purchaser.

“Released Claims” means any and all Claims, Equity Interests, liens, encumbrances, obligations, damages, demands, debts, suits, Causes of Action, judgments, including the Consent Judgment, liabilities or rights whatsoever from the beginning of time through the Effective Date, including, without limitation, any and all claims that have or can be asserted by the Purchaser or FirstBank against the PdR Group Members and their officers, directors, shareholders, affiliates, and any related entity or person, and any and all claims and causes of action arising under Chapter 5 of the Bankruptcy Code.

“Released Parties” means, collectively, the Debtor and its Estate, the Purchaser, Triton Equity Partners LLC, Putnam Bridge Funding III LLC, FirstBank, the PdR Group Members, the Additional Disclosure Entities, any Insider, any predecessors, affiliates, successors and assigns, and any officers, directors and shareholders, of the foregoing, and any auditors, attorneys, appraisers, accountants, consultants, or other professionals of any of the foregoing.

“Sale” means the sale of the Purchased Assets to the Purchaser pursuant to the terms of the Asset Purchase Agreement.

“Schedules” means, collectively, the schedules of the Debtor’s assets and liabilities, the statement of the Debtor’s financial affairs and any other schedules and statements filed with the Bankruptcy Court pursuant to sections 521 or 1106 of the Bankruptcy Code or Bankruptcy Rule 1007, as such schedules and statements have been or may be amended and supplemented from time to time in accordance with Bankruptcy Rule 1009.

“Secured Claim” means a Claim (i) that is secured by a valid, duly perfected, enforceable, and non-avoidable lien on property in which any of the Debtor’s Estate has an interest, to the extent of the value, as of the Effective Date or such other date as is established by the Bankruptcy Court, of such Creditor’s interest in the Debtor’s Estate’s interest in such property, as determined by a Final Order of the Bankruptcy Court or as otherwise agreed upon in this Plan by the Debtor and such Creditor;

or (ii) that is secured by the amount of any valid non-avoidable right of setoff of the Creditor thereof pursuant to section 553 of the Bankruptcy Code.

“**Securities Act**” means the Securities Act of 1933, as amended, 15 U.S.C. § 77a, *et seq.*, and all rules or regulations promulgated thereunder.

“**Subsidiaries**” means the following entities that are wholly-owned by, and under common control with, the Debtor: Marina Puerto del Rey, Inc., Tallyman Services, Inc., TDS, Inc., and Ceiba Maritime LLC.

“**Term Sheet**” means that certain Term Sheet Pertaining to the Chapter 11 Plan of Puerto Del Rey, Inc. and the Acquisition of Certain Affiliate Assets Pursuant to Such Plan, dated April 18, 2013, by and among the Debtor, the Affiliates, and the Purchaser, together with all schedules thereto, as filed under seal with the Bankruptcy Court pursuant to an order entered on April 26, 2013 [Docket No. 95].

“**United States Trustee**” means the Office of the United States Trustee for the District of Puerto Rico.

Section 1.3 Rules of Interpretation

For purposes of this Plan, unless otherwise provided herein:

(a) whenever from the context it is appropriate, each term, whether stated in the singular or the plural, shall include both the singular and the plural;

(b) each pronoun stated in the masculine, feminine, or neuter includes the masculine, feminine, and neuter;

(c) any reference in this Plan to an existing document filed or to be filed means such document, as it may have been or may be amended, modified, or supplemented;

(d) any reference in this Plan to a contract, instrument, release, or other agreement or document being in a particular form or on particular terms and conditions means that such document will be substantially in such form or substantially on such terms and conditions;

(e) any reference in this Plan to an entity as a holder of a Claim or Equity Interest includes that entity’s successors and assigns;

(f) all references in this Plan to articles, sections, schedules, exhibits and supplements are references to the respective articles, sections, schedules, exhibits and supplements of or to this Plan, as the same may be amended, waived, or modified from time to time;

(g) the words “herein”, “hereunder”, “hereof”, “hereto” and other words of similar import refer to this Plan in its entirety rather than to a particular article, section, subsection, or clause of this Plan;

(h) captions and headings in this Plan are inserted for convenience of reference only and are not intended to be a part of or to affect the interpretation of this Plan;

(i) subject to the provisions of any contract, certificate of incorporation, by-laws, instrument, release, or other agreement or document entered into in connection with this Plan, the rights

and obligations arising under this Plan shall be governed by, and construed and enforced in accordance with, federal law, including the Bankruptcy Code and Bankruptcy Rules;

(j) whenever the words “include”, “includes”, or “including” are used in this Plan, they shall be deemed to be followed by the words “without limitation”, whether or not they are in fact followed by those words or words of similar import;

(k) references in this Plan from or through any date mean from and including or through and including, respectively;

(l) in the event that a particular term of the definitive documentation required to be implemented pursuant to the terms of this Plan or any settlement or other agreement contemplated hereunder is inconsistent with a particular term of this Plan, the definitive documentation shall govern and shall be binding on the parties thereto;

(m) to the extent that any schedule, exhibit or supplement to this Plan is inconsistent with the terms of this Plan, and unless otherwise provided herein or in the Confirmation Order, the terms of the schedule, exhibit or supplement shall govern;

(n) to the extent that the Asset Purchase Agreement is inconsistent with the terms of this Plan or any schedule, exhibit or supplement to this Plan, the terms of the Asset Purchase Agreement shall govern;

(o) to the extent that the Confirmation Order is inconsistent with this Plan, including, without limitation, the Asset Purchase Agreement, the provisions of the Confirmation Order shall govern;

(p) to the extent that the Confirmation Order is inconsistent with any schedule, exhibit or supplement to this Plan, the provisions of the Confirmation Order shall govern;

(q) the rules of construction set forth in section 102 of the Bankruptcy Code shall apply to this Plan;

(r) in computing any period of time prescribed or allowed by this Plan, the provisions of Bankruptcy Rule 9006 shall apply;

(s) in the event that any payment, distribution, act or deadline under this Plan is required to be made or performed or occurs on a day that is not a Business Day, then the making of such payment or distribution, the performance of such act or the occurrence of such deadline shall be deemed to be on the next succeeding Business Day, but shall be deemed to have been completed or have occurred as of the required date; and

(t) all references in this Plan to monetary figures shall refer to currency of the United States of America.

ARTICLE 2 CLASSIFICATION OF CLAIMS AND EQUITY INTERESTS

Section 2.1 Classes of Claims and Equity Interests

This Plan constitutes a chapter 11 plan for the Debtor. Pursuant to sections 1122 and 1123 of the Bankruptcy Code, set forth below is a designation of Classes of Claims against and Equity Interests in the Debtor that specifies whether each Class is Impaired under this Plan. As provided by

section 1123(a)(1) of the Bankruptcy Code, Administrative Expense Claims and Priority Tax Claims shall not be classified under this Plan, and shall instead be treated separately on the terms set forth in Article 3.

Class	Designation	Impairment	Voting Rights
1	Priority Non-Tax Claims	Not Impaired	Deemed to Accept
2	FirstBank Secured Claim	Impaired	Deemed to Accept by Settlement
3	BPPR Secured Claim	Not Impaired	Deemed to Accept
4	General Unsecured Claims	Not Impaired	Deemed to Accept
5	Intercompany Claims and Insider Claims	Impaired	Deemed to Accept by Settlement
6	Equity Interests	Impaired	Deemed to Accept by Settlement

A Claim or Equity Interest shall be placed in a particular Class only to the extent that such Claim or Equity Interest falls within the description of such Class, and shall be classified in other Classes to the extent that any portion of the Claim or Equity Interest falls within the description of such other Classes. For the avoidance of doubt, a Claim shall be placed in a particular Class for the purpose of receiving distributions pursuant to the Plan only to the extent that the Claim is an Allowed Claim in such Class and the Claim has not been paid, released, or otherwise settled or compromised prior to the Effective Date.

TREATMENT OF CLAIMS AND EQUITY INTERESTS

Section 2.2 Class 1 (Priority Non-Tax Claims)

Except to the extent that a holder of an Allowed Priority Non-Tax Claim agrees to less favorable treatment, each holder of an Allowed Priority Non-Tax Claim shall receive, in full and final settlement, satisfaction, and release of such Claim, Cash from the Claims Reserve in an amount equal to the Allowed but unpaid portion of such Claim, on or as soon as reasonably practicable after, the later of (i) the Effective Date; (ii) the date such Claim becomes Allowed; and (iii) the date for payment provided by any agreement or understanding between the Debtor or the Distribution Agent and the holder of such Claim.

Class 1 is not Impaired. The holders of Claims in Class 1 are conclusively presumed to have accepted the Plan and, accordingly, are not entitled to vote to accept or reject the Plan.

A holder of an Allowed Priority Non-Tax Claim shall be entitled to receive its respective distribution under this Plan solely from the Claims Reserve. In no event shall any holder of an Allowed Priority Non-Tax Claim have any recourse against the Distribution Agent, the Debtor, the Purchaser, the Released Parties, FirstBank, or any holder of an Allowed Claim or any current or former officers, directors, employees, agents, representatives, partners, limited partners, members, trustees, managers, affiliates, parents, subsidiaries, attorneys, auditors, appraisers, accountants, financial advisors, investment bankers, consultants, or other professionals of any of the foregoing and any entity controlling or controlled by any of the foregoing and any predecessors, successors and assigns of any of the foregoing, or any property of any of the foregoing, with respect to the distributions made, or to be made, under this Plan on account of such Claim, regardless of whether sufficient Cash remains available for distribution in the Claims Reserve at the time that such Claim becomes Allowed.

Section 2.3 Class 2 (FirstBank Secured Claim)

Pursuant to the settlement set forth herein, FirstBank shall receive an Allowed Secured Claim. The Allowed FirstBank Secured Claim shall not be subject to any set off, counterclaim, right of recoupment or defense, and will be deemed satisfied through payment by the Purchaser to FirstBank on the Effective Date, in full and final settlement, satisfaction, and release of the FirstBank Secured Claim, the Consent Judgment, and any and all liens, guarantees, and security interests held by FirstBank in connection therewith, in Cash and in immediately available funds, in the amount of \$40,750,000.

Class 2 is Impaired. However, FirstBank has agreed to accept, on the Effective Date, direct Cash payment from the Purchaser in the amount of \$40,750,000 in full and final satisfaction of the FirstBank Secured Claim, and is deemed to have accepted the Plan pursuant to such settlement. Accordingly, FirstBank is not entitled to vote to accept or reject the Plan.

Section 2.4 Class 3 (BPPR Secured Claim)

Except to the extent that BPPR agrees to less favorable treatment, on the Effective Date, BPPR shall receive in full and final settlement, satisfaction, and release of the BPPR Secured Claim, and any and all liens and secured interests asserted by the holder in connection therewith, direct Cash payment from the Purchaser in immediately available funds, equal to the Allowed amount of the BPPR Secured Claim.

Class 3 is not Impaired. BPPR is conclusively presumed to have accepted the Plan and, accordingly, is not entitled to vote to accept or reject the Plan.

Section 2.5 Class 4 (General Unsecured Claims)

Except to the extent that a holder of an Allowed General Unsecured Claim agrees to less favorable treatment, each holder of an Allowed General Unsecured Claim shall receive, in full settlement, satisfaction, and release of such Claim, Cash from the Claims Reserve in an amount equal to the Allowed but unpaid portion of such Claim, on or as soon as reasonably practicable after the Effective Date to the extent such Claim is Allowed.

Class 4 is not Impaired. The holders of Claims in Class 4 are conclusively presumed to have accepted the Plan and, accordingly, are not entitled to vote to accept or reject the Plan.

A holder of an Allowed General Unsecured Claim shall be entitled to receive its respective distribution under this Plan solely from the Claims Reserve. In no event shall any holder of an Allowed General Unsecured Claim have any recourse against the Distribution Agent, the Debtor, the Purchaser, the Released Parties, FirstBank, or any holder of an Allowed Claim or any current or former officers, directors, employees, agents, representatives, partners, limited partners, members, trustees, managers, affiliates, parents, subsidiaries, attorneys, auditors, appraisers, accountants, financial advisors, investment bankers, consultants, or other professionals of any of the foregoing and any entity controlling or controlled by any of the foregoing and any predecessors, successors and assigns of any of the foregoing, or any property of any of the foregoing, with respect to the distributions made, or to be made, under this Plan on account of such Claim, regardless of whether sufficient Cash remains available for distribution in the Claims Reserve at the time that such Claim becomes Allowed.

Section 2.6 Class 5 (Intercompany Claims and Insider Claims)

Pursuant to the settlement set forth herein and in the Cacimar Agreement, all Intercompany Claims and Insider Claims shall be deemed cancelled, released and extinguished as of the Effective Date, and holders of such Claims shall not receive or retain any property or interest in property on account of such Claims.

Class 5 is Impaired. However, the holders of Claims in Class 5 are deemed to have accepted the Plan pursuant to the settlement set forth herein and in the Cacimar Agreement and, accordingly, are not entitled to vote to accept or reject the Plan.

Section 2.7 Class 6 (Equity Interests)

Pursuant to the settlement set forth herein and in the Cacimar Agreement, all Equity Interests in the Debtor shall be retained by the Debtor's shareholders.

Class 6 is Impaired. However, the holders of Equity Interests in Class 6 are deemed to have accepted the Plan pursuant to the settlement set forth herein and in the Cacimar Agreement and, accordingly, are not entitled to vote to accept or reject the Plan.

ARTICLE 3 UNCLASSIFIED CLAIMS

Section 3.1 Treatment of Unclassified Claims

(a) Administrative Expense Claims

Except to the extent that a holder of an Allowed Administrative Expense Claim agrees to less favorable treatment, each holder of an Allowed Administrative Expense Claim (other than Administrative Expense Claims that have been fully satisfied before the Effective Date), including Professional Claims, shall receive, in full settlement, satisfaction, and release of such Claim, Cash from the Claims Reserve in an amount equal to the Allowed but unpaid portion of such Claim, on or as soon as reasonably practicable after, the later of (i) the Effective Date; (ii) the date such Claim becomes Allowed; and (iii) the date for payment provided by any agreement or understanding between the Debtor or the Distribution Agent and the holder of such Claim.

A holder of an Allowed Administrative Expense Claim shall be entitled to receive its respective distribution under this Plan solely from the Claims Reserve. In no event shall any holder of an Allowed Administrative Expense Claim have any recourse against the Distribution Agent, the Debtor, the Purchaser, the Released Parties, FirstBank, or any holder of an Allowed Claim or any current or former officers, directors, employees, agents, representatives, partners, limited partners, members, trustees, managers, affiliates, parents, subsidiaries, attorneys, auditors, appraisers, accountants, financial advisors, investment bankers, consultants, or other professionals of any of the foregoing and any entity controlling or controlled by any of the foregoing and any predecessors, successors and assigns of any of the foregoing, or any property of any of the foregoing, with respect to the distributions made, or to be made, under this Plan on account of such Claim, regardless of whether sufficient Cash remains available for distribution in the Claims Reserve at the time that such Claim becomes Allowed.

(b) Priority Tax Claims

Except to the extent that a holder of an Allowed Priority Tax Claim agrees to different treatment, each holder of an Allowed Priority Tax Claim shall receive, in full settlement, satisfaction, and release of such Claim, Cash from the Claims Reserve in an amount equal to the Allowed but unpaid portion of such Claim, on or as soon as reasonably practicable after, the later of (i) the Effective Date; (ii) the date such Claim becomes Allowed; and (iii) the date for payment provided by any agreement or understanding between the Debtor or the Distribution Agent and the holder of such Claim; provided, however, that no holder of an Allowed Priority Tax Claim shall be entitled to any payments on account of any interest or penalty accrued with respect to or in connection with such Claim from the Commencement Date through the Effective Date.

A holder of an Allowed Priority Tax Claim shall be entitled to receive its respective distribution under this Plan solely from the Claims Reserve. In no event shall any holder of an Allowed Priority Tax Claim have any recourse against the Distribution Agent, the Debtor, the Purchaser, the Released Parties, FirstBank, or any holder of an Allowed Claim or any current or former officers, directors, employees, agents, representatives, partners, limited partners, members, trustees, managers, affiliates, parents, subsidiaries, attorneys, auditors, appraisers, accountants, financial advisors, investment bankers, consultants, or other professionals of any of the foregoing and any entity controlling or controlled by any of the foregoing and any predecessors, successors and assigns of any of the foregoing, or any property of any of the foregoing, with respect to the distributions made, or to be made, under this Plan on account of such Claim, regardless of whether sufficient Cash remains available for distribution in the Claims Reserve at the time that such Claim becomes Allowed.

Section 3.2 Deadline to File Unclassified Claims

(a) Administrative Expense Claims

Except as otherwise provided in this Plan, all Administrative Expense Claims (other than Administrative Expense Claims that have been fully satisfied or Allowed on or before the Effective Date), including all applications for final allowance of Professional Claims, must be filed with the Bankruptcy Court and served on counsel for the Debtor (if filed and served before the Effective Date), and the Distribution Agent (if filed and served on or after the Effective Date) by the Administrative Expense Claim Bar Date.

THE FAILURE TO PROPERLY FILE AND SERVE AN ADMINISTRATIVE EXPENSE CLAIM OR APPLICATION FOR FINAL ALLOWANCE OF A PROFESSIONAL CLAIM ON OR BEFORE THE ADMINISTRATIVE EXPENSE CLAIM BAR DATE SHALL RESULT IN SUCH ADMINISTRATIVE EXPENSE CLAIM OR PROFESSIONAL CLAIM (AS APPLICABLE) BEING DEEMED FOREVER BARRED AND DISALLOWED AS OF THE EFFECTIVE DATE AUTOMATICALLY WITHOUT THE NEED FOR ANY OBJECTION FROM THE DEBTOR, THE DISTRIBUTION AGENT, OR ANY OTHER PARTY IN INTEREST OR ANY ACTION BY THE BANKRUPTCY COURT.

(b) Priority Tax Claims

Pursuant to Bankruptcy Rule 3002(c)(1), all Priority Tax Claims must be filed with the Bankruptcy Court on or before the Government Bar Date.

Section 3.3 Objections to and Settlement of Unclassified Claims

(a) Administrative Expense Claims

As of the Effective Date, the Debtor and the Distribution Agent shall have the exclusive right to object to any Administrative Expense Claim, including Professional Claims, on or before the Administrative Expense Claims Objection Deadline. Unless the Debtor or the Distribution Agent objects to a timely-filed and properly-served Administrative Expense Claim, such Claim shall be deemed Allowed in the amount requested. In the event that the Debtor or the Distribution Agent objects to an Administrative Expense Claim, the parties may confer to try to reach a settlement and, failing that, the Bankruptcy Court shall determine whether such Claim should be Allowed and, if so, in what amount. As soon as reasonably practicable following the seventh Business Day after the occurrence of the Administrative Expense Claims Objection Deadline, a hearing will be held to consider all timely-filed and properly-served applications for final allowance of Professionals Claims. The Debtor or the Distribution Agent may settle Administrative Expense Claims (other than Professional Claims) in the ordinary course of business without further Bankruptcy Court approval.

(b) Priority Tax Claims

As of the Effective Date, the Debtor and the Distribution Agent shall have the exclusive right to object to any Priority Tax Claim on or before the Government Claims Objection Deadline. Unless the Debtor or the Distribution Agent objects to a timely-filed and properly-served Priority Tax Claim, such Claim shall be deemed Allowed in the amount requested. In the event that the Debtor or the Distribution Agent objects to a Priority Tax Claim, the parties may confer to try to reach a settlement and, failing that, the Bankruptcy Court shall determine whether such Claim should be Allowed and, if so, in what amount the Debtor or the Distribution Agent may settle Priority Tax Claims in the ordinary course of business without further Bankruptcy Court approval.

ARTICLE 4 ACCEPTANCE OR REJECTION OF THE PLAN

Section 4.1 Classes Deemed to Accept

Class 1 (Priority Non-Tax Claims), Class 3 (BPPR Secured Claim), and Class 4 (General Unsecured Claims) are not Impaired by this Plan and therefore, pursuant to section 1126(f) of the Bankruptcy Code, the holders of Claims in such Classes are conclusively presumed to have accepted this Plan and the votes of such holders will not be solicited.

Class 2 (FirstBank Secured Claim) and Class 6 (Equity Interests) are Impaired by this Plan. However, FirstBank has agreed to accept, on the Effective Date, direct Cash payment from the Purchaser in the amount of \$40,750,000 in full and final satisfaction of the FirstBank Secured Claim, and is deemed to have accepted the Plan pursuant to such settlement. Further, the holders of Equity Interests in Class 6 (Equity Interests) are deemed to accept the Plan pursuant to the settlement set forth herein and in the Cacimar Agreement. Accordingly, the votes of FirstBank and holders of Equity Interests in Class 6 will not be solicited.

The holders of Claims in Class 5 (Intercompany Claims and Insider Claims) shall not receive or retain any property under this Plan on account of such Claims. However, the holders of Claims in Class 5 are deemed to accept the Plan pursuant to the settlement set forth herein and in the Cacimar Agreement and the votes of holders of Claims in such Class will not be solicited.

Section 4.2 Acceptance by an Impaired Class

Pursuant to section 1126(c) of the Bankruptcy Code, and except as otherwise provided in section 1126(e) of the Bankruptcy Code, an Impaired Class of Claims shall have accepted this Plan if this Plan is accepted by the holders of at least two-thirds (2/3) in amount and more than one-half (1/2) in

number of the Claims of such Class that have voted on this Plan. Class 2 (FirstBank Secured Claim) is Impaired under the Plan. However, because FirstBank is deemed to accept the Plan pursuant to the settlement set forth herein, the Debtor will not solicit the vote of FirstBank, as no such solicitation is required.

Pursuant to section 1126(d) of the Bankruptcy Code, and except as otherwise provided in section 1126(e) of the Bankruptcy Code, an Impaired Class of Equity Interests shall have accepted this Plan if this Plan is accepted by the holders of at least two-thirds (2/3) in amount of the Equity Interests of such Class. Class 6 (Equity Interests) is Impaired under the Plan. However, because holders of Equity Interests in Class 6 are deemed to accept the Plan pursuant to the settlement set forth herein and the Cacimar Settlement, the Debtor will not solicit the vote of holders of Equity Interests in such Class, as no such solicitation is required.

Section 4.3 Cramdown

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

Section 4.4 Elimination of Vacant Classes

Any Class of Claims against or Equity Interests in the Debtor that is not populated as of the commencement of the Confirmation Hearing by an Allowed Claim or a Claim temporarily allowed under Bankruptcy Rule 3018, or as to which no vote is cast, shall be deemed eliminated from this Plan for purposes of voting to accept or reject this Plan and for purposes of determining the acceptance or rejection of this Plan by such Class pursuant to section 1129(a)(8) of the Bankruptcy Code.

ARTICLE 5 MEANS FOR IMPLEMENTATION

Section 5.1 Approval of the Sale and Cacimar Agreement

This Plan contemplates and is predicated upon entry of an order approving (i) the Sale, and other related transactions, pursuant to which the Purchaser will fund this Plan, and (ii) in conjunction therewith, the Cacimar Agreement, which encompasses a global settlement of issues by and among the Purchaser, the Additional Disclosure Entities, FirstBank, and the PdR Group Members related to the Purchased Assets. This Plan shall serve as, and shall be deemed to be, a motion for entry of an order (which order shall be the Confirmation Order) (a) under sections 363(b), 363(f), 1123(a)(5), 1123(b)(4), and 1146(a) of the Bankruptcy Code approving the Sale, and (b) under Bankruptcy Rule 9019 approving the Cacimar Agreement. If no objection to the Sale or the Cacimar Agreement is timely filed and served on or before the Confirmation Objection Deadline or such other date as may be established by the Bankruptcy Court, the Confirmation Order may be approved by the Bankruptcy Court. If any such objections are timely filed and served, and not otherwise resolved, such objections will be heard at the Confirmation Hearing. For the avoidance of doubt, the Sale shall be made pursuant to a private sale in furtherance of the Term Sheet, and the Sale shall not be subject to competitive bidding, public auction, or higher or otherwise better offers.

Section 5.2 The Sale

Upon entry of the Confirmation Order, the Debtor shall be authorized and directed to take any and all actions necessary to consummate the Sale. The following transactions shall occur on the Effective Date:

- (a) The Definitive Documentation shall be finalized and/or executed.
- (b) The Affiliates shall transfer the Affiliate Assets and Affiliate Contracts to the Debtor and, upon effectuation of such transfer, the Affiliate Assets and the Affiliate Contracts shall be deemed to constitute property of the Debtor's Estate and Purchased Assets.
- (c) Immediately upon effectuation of the transfer of the Affiliate Assets and the Affiliate Contracts to the Debtor in accordance with section 5.2(b) above, entry of the Confirmation Order, satisfaction of the conditions precedent included in Article 10 of this Plan, and the occurrence of (and on the) Effective Date, the Debtor shall transfer all of the Purchased Assets and the Cash on Hand to the Purchaser free and clear of any liens, Claims, encumbrances, rights, remedies, restrictions, interests, liabilities, and contractual commitments of any kind or nature whatsoever, whether arising before or after the Commencement Date, whether at law or in equity, including all rights or claims based on any successor or transferee liability, other than as specifically set forth in the Asset Purchase Agreement.
- (d) The Executory Contracts included on the Assumed Contracts Schedule shall be assumed by the Debtor and assigned to the Purchaser. The Executory Contracts excluded from the Assumed Contracts Schedule shall be rejected pursuant to the terms of this Plan.
- (e) No later than two weeks prior to the Confirmation Hearing, the Debtor shall disclose to the Purchaser all individuals employed by certain of the Affiliates for the operation of the Debtor's business (and corresponding employment terms) so that the Purchaser may determine in its sole and absolute discretion which such employees it shall hire on the Effective Date.
- (f) The Purchaser shall provide (A) a Cash payment to fund the Plan sufficient to (i) settle in full the FirstBank Secured Claim for \$40,750,000 in Cash; (ii) satisfy the Allowed BPPR Secured Claim in full in Cash; (iii) fund the Claims Reserve in an amount up to \$2,000,000 in Cash (less (a) the amount of Cash to be paid by the Purchaser on the Effective Date directly to BPPR on account of the BPPR Secured Claim, (b) the amount of Cash to be paid by the Purchaser directly to the applicable Assumed Contract counterparties on account of Cures required to be paid to such counterparties on the Effective Date, and (c) the amount of Cash required to be held by the Purchaser on account of Cure payments related to any Customer Security Deposits that must be held by the Purchaser and paid after the Effective Date in accordance with the applicable Assumed Contract); and (iv) fund certain employee obligations of certain of the Affiliates in an amount up to \$100,000 in Cash as set forth in Section 5.3(b) below; and (B) the Releases.
- (g) The Purchaser, FirstBank, the PdR Group Members (including any officers, directors, shareholders, Insiders and/or affiliates thereof), and the Additional Disclosure Entities (including any/all officers, directors, shareholders and/or affiliates thereof) shall execute the Releases, which shall provide for the full, total, mutual, and reciprocal release of the Released Claims.
- (h) The Excluded Assets shall be transferred to the PdR Group Members; provided that any and all claims and causes of action arising under Chapter 5 of the Bankruptcy Code, and any other claims or causes of action of the Debtor and the Affiliates against the other PdR Group Members and their

officers, directors, shareholders, affiliates, and any related entity or person, and the Related Receivables, shall be released on the Effective Date pursuant to Section 9.6 of the Plan.

(i) The FirstBank Loans, Consent Judgment, and any alleged liens, claims or guarantees that were provided in connection therewith shall be fully and finally satisfied and discharged.

Section 5.3 The Cacimar Agreement

To effectuate the Cacimar Agreement, the following transactions shall occur on the Effective Date:

(a) Cacimar or its designee shall receive the Cacimar Consideration from the Purchaser, in accordance with the terms and provisions of the Cacimar Agreement.

(b) The Purchaser shall provide up to \$100,000 to satisfy certain employee obligations of certain of the Affiliates, exclusive of any claims of any Insiders.

(c) The PdR Group Members and the Additional Disclosure Entities shall deliver to the Purchaser a quit claim agreement, waiving, releasing, and forever enjoining and discharging any and all of the PdR Group Members or the Additional Disclosure Entities from asserting any claim or interest whatsoever in or against any funds to be paid by the Purchaser to Cacimar or its designee under the Cacimar Agreement (except as may be set forth in the Cacimar Agreement), the Purchased Assets, or the Purchaser.

(d) The PdR Group members and the Additional Disclosure Entities shall execute the Non-Compete Agreement.

(e) The Affiliate Contracts included on the Assumed Contracts Schedule shall be assumed by the Debtor and assigned to the Purchaser. The Affiliate Contracts excluded from the Assumed Contracts Schedule shall be rejected pursuant to the terms of this Plan.

(f) No later than two weeks prior to the Confirmation Hearing, the Affiliates shall disclose to the Purchaser all individuals employed by certain of the Affiliates for the operation of the Debtor's business (and corresponding employment terms) so that the Purchaser may determine in its sole and absolute discretion which such employees it shall hire on the Effective Date.

Section 5.4 Cancellation of Existing Agreements

Except to the extent reinstated or unimpaired under this Plan, or for purposes of evidencing a right to distribution under this Plan or as otherwise provided hereunder, on the Effective Date, all agreements and other documents evidencing any Claim or rights of any holder of a Claim against the Debtor, including all indentures and notes evidencing such Claims, shall be cancelled.

Section 5.5 Effectuating Documents and Further Transactions

Upon entry of the Confirmation Order, the Debtor shall be authorized and is instructed to execute, deliver, file or record such contracts, instruments, releases, consents, certificates, resolutions, programs and other agreements and documents and take such actions as may be reasonably necessary or appropriate to effectuate, implement, consummate and further evidence the terms and conditions of this

Plan, including, without limitation, implementing all settlements and compromises as set forth in or contemplated by this Plan, and performing all obligations under this Plan.

Section 5.6 Authority to Act

Prior to, on or after the Effective Date (as appropriate), all matters expressly provided for under this Plan that would otherwise require approval of the stockholders, security holders, officers, directors, partners, managers, members or other owners of the Debtor shall be deemed to have occurred and shall be in effect prior to, on or after the Effective Date (as appropriate) pursuant to the applicable law of Puerto Rico, without any requirement of further vote, consent, approval, authorization or other action by such stockholders, security holders, officers, directors, partners, managers, members or other owners of such entities or notice to, order of or hearing before the Bankruptcy Court.

ARTICLE 6 DISTRIBUTIONS

Section 6.1 Distribution Agent

All transfers and distributions required under the Plan after the Effective Date shall be made in accordance with the terms and provisions of the Plan by the Debtor or the Distribution Agent, as applicable, or such other entity designated by the Debtor or the Distribution Agent, subject to approval by the Purchaser; provided that the distributions to FirstBank on account of the Allowed FirstBank Secured Claim, BPPR on account of the Allowed BPPR Secured Claim, and the counterparties to Assumed Contracts on account of Cure payments required to be paid on or after the Effective Date, including any Customer Security Deposits, shall be made by the Purchaser directly to the applicable recipients of such distributions under this Plan. The fees of the Distribution Agent shall be paid from the Claims Reserve.

Section 6.2 Distribution Record Date

Except as otherwise provided in this Plan, as of 12:00 p.m. (prevailing Eastern time) on the Distribution Record Date, there shall be no further changes in the recordholders of any Claim against or Equity Interest in the Debtor, and the Debtor and the Distribution Agent, as applicable, shall have no obligation to recognize any transfer of any Claim against or Equity Interest in the Debtor occurring after the Distribution Record Date. The Debtor and the Distribution Agent shall be entitled to recognize and deal for all purposes hereunder only with those recordholders of Claims against and Equity Interests in the Debtor as of 12:00 p.m. (prevailing Eastern time) on the Distribution Record Date, to the extent applicable.

Section 6.3 Responsibility for and Date of Distributions Under the Plan

(a) Distributions on the Effective Date

Immediately upon effectuation of the transfer of the Affiliate Assets and the Affiliate Contracts to the Debtor in accordance with section 5.2(b) above, entry of the Confirmation Order, satisfaction of the conditions precedent included in Section 10.1 of this Plan, and the occurrence of (and on the) Effective Date, the Debtor shall transfer the Purchased Assets and Cash on Hand to the Purchaser, and the Purchaser shall (i) pay the Allowed FirstBank Secured Claim as set forth in Section 2.3 of the Plan; (ii) pay the Allowed BPPR Secured Claim as set forth in Section 2.4 of the Plan, (iii) pay the Cure payments required to be paid to counterparties to Assumed Contracts; (iv) hold the amount of Cash required to be held on account of Cure payments related to any Customer Security Deposits that must be held by the Purchaser and paid after the Effective Date in accordance with the applicable Assumed

Contract; and (v) transfer \$2,000,000 less the amounts set forth in (ii), (iii), and (iv) in this sentence to the Claims Reserve. Except as otherwise provided herein or pursuant to agreement or understanding between the Debtor and the holder of an Allowed Claim as of the Effective Date, all transfers and distributions required to be made under this Plan with respect to Claims that are Allowed as of the Effective Date shall be made by the Debtor from the Claims Reserve no earlier than three (3) business days after the Effective Date, or as soon as reasonably practicable thereafter.

(b) Distributions After the Effective Date

Except as otherwise provided in this Plan or pursuant to agreement or understanding between the Debtor or the Distribution Agent and the holder of a Disputed Claim, if such Claim becomes Allowed after the Effective Date, the Distribution Agent shall make all transfers and distributions with respect to such Claim on or as soon as reasonably practicable after the date on which such Claim becomes Allowed.

Distributions made after the Effective Date to holders of Allowed Claims shall be deemed to have been made on the Effective Date. No interest shall accrue or be payable with respect to such Claims or any distributions related thereto.

Section 6.4 Reserve

At or prior to the Confirmation Hearing, the Debtor shall seek an estimation of the aggregate amount of all Administrative Expense Claims, Priority Tax Claims, Priority Non-Tax Claims, and General Unsecured Claims that are anticipated to be ultimately Allowed after the Effective Date. On the Effective Date, the Distribution Agent shall establish the Claims Reserve, which will be funded in the amount \$2,000,000 (less (i) the amount of Cash to be paid by the Purchaser directly to BPPR on account of the BPPR Secured Claim on the Effective Date, (ii) the amount of Cash to be paid by the Purchaser directly to the applicable Assumed Contract counterparties on account of Cures required to be paid to such counterparties on the Effective Date, and (iii) the amount of Cash required to be held by the Purchaser on account of Cure payments related to any Customer Security Deposits that must be held by the Purchaser and paid after the Effective Date in accordance with the applicable Assumed Contract), which is the amount determined by the Bankruptcy Court in the Confirmation Order to be sufficient to make all necessary distributions with respect to such Claims that are estimated to become Allowed after the Effective Date. Except as provided for in this Section 6.4, the Debtor and the Distribution Agent shall have no further obligation, and neither the Purchaser nor the Released Parties shall have any obligation, to fund the Claims Reserve. In the event that all Administrative Expense Claims, Priority Tax Claims, Priority Non-Tax Claims, and General Unsecured Claims have been either Allowed and paid or Disallowed by this Plan, the Confirmation Order or Final Order of the Bankruptcy Court, any remaining balance of the Claims Reserve shall be distributed by the Distribution Agent to the Purchaser, as soon as reasonably practicable thereafter.

Section 6.5 No Distribution in Excess of Allowed Amount of Claim

Notwithstanding any other provision of this Plan, no holder of an Allowed Claim shall receive in respect of such Claim any distribution in excess of the Allowed amount of such Claim.

Section 6.6 Distributions with Respect to Disputed Claims

Notwithstanding any other provision of this Plan, no distributions of any kind or nature shall be made with respect to any portion of a Disputed Claim unless and until all objections to such

Claim have been settled or withdrawn or have been determined by Final Order of the Bankruptcy Court, and the Disputed Claim has become Allowed. Except as otherwise provided in this Plan, each holder of a Disputed Claim that becomes Allowed after the Effective Date shall receive an amount, without any interest thereon, that provides such holder with the same percentage recovery, as of the Effective Date, as holders of Claims in the same Class that were Allowed on the Effective Date, subject to the setoff rights as provided in Section 6.9 of this Plan. To the extent that a Disputed Claim is Disallowed or expunged, the holder of such Claim shall not receive or retain any property or interest in property on account of the portion of such Claim that is Disallowed or expunged.

Section 6.7 Disputed Payments

If any dispute arises as to the identity of a holder of an Allowed Claim that is to receive any distribution under this Plan, the Debtor or the Distribution Agent may, in lieu of making such distribution to such entity, make such distribution into an escrow account until such dispute is resolved by Final Order of the Bankruptcy Court or by written agreement among the interested parties to such dispute, which written agreement is reasonably acceptable to the Debtor or the Distribution Agent.

Section 6.8 Postpetition Interest on Claims

Except as otherwise expressly provided in this Plan, the Confirmation Order or any contract, instrument, release, settlement or other agreement entered into in connection with this Plan, or required by applicable bankruptcy law (including the fair and equitable rule), postpetition interest shall not accrue on or after the Commencement Date on account of any Claim.

Section 6.9 Setoffs

Except as otherwise provided in this Plan, the Confirmation Order, or in an agreement approved by a Final Order of the Bankruptcy Court, the Debtor or the Distribution Agent may, pursuant to applicable law (including section 553 of the Bankruptcy Code), set off against any distribution amounts related to any Claim before such distribution is made on account of such Claim, any and all of the Claims (other than the Released Claims), rights and Causes of Action of any nature that the Debtor or its Estate may hold against the holder of such Claim; provided, however, that neither the failure to effect such a setoff, the allowance of any Claim hereunder, or any other act or omission of the Debtor or the Distribution Agent, nor any provision of this Plan, shall constitute a waiver or release by the Debtor or the Distribution Agent of any such Claims, rights and Causes of Action that the Debtor may possess against such holder. To the extent that the Debtor or the Distribution Agent sets off a Claim of the Debtor's Estate against a holder of a Claim against the Debtor before a distribution is made to the holder of such Claim against the Debtor pursuant to this Plan, the Debtor or the Distribution Agent shall be entitled to full recovery on the Debtor's Claim against such holder.

Section 6.10 Delivery of Distributions

Subject to Bankruptcy Rule 9010, all distributions to any holder of an Allowed Claim shall be made at the address of such holder as set forth on the Schedules filed with the Bankruptcy Court or on the books and records of the Debtor or its agents or in a letter of transmittal unless the Debtor or the Distribution Agent has been notified in writing of a change of address, including, without limitation, by the filing of a proof of claim or interest by such holder that contains an address for such holder different from the address reflected on such Schedules for such holder.

Section 6.11 Manner of Payment Under Plan

Any distributions to be made on behalf of the Debtor pursuant to this Plan shall be made by checks drawn on accounts maintained by the Debtor or the Distribution Agent (as applicable), or by wire transfer if circumstances justify, at the option of the Debtor or the Distribution Agent (as applicable).

Section 6.12 Allocation of Plan Distributions Between Principal and Interest

To the extent that any Allowed Claim entitled to a distribution under this Plan is comprised of indebtedness and accrued but unpaid interest thereon, such distribution shall be allocated first to the principal amount (as determined for United States federal income tax purposes) of such Claim, and then to accrued but unpaid interest.

Section 6.13 Withholding and Reporting Requirements

All distributions under this Plan shall be subject to federal, state, local and foreign withholding taxes or other amounts required to be withheld under any applicable law and such amounts shall be deducted and withheld from any distributions made pursuant to this Plan. Notwithstanding the foregoing, each holder of an Allowed Claim that is to receive a distribution shall have the sole and exclusive responsibility for the satisfaction and payment of any tax obligations imposed by any governmental unit on account of such distribution, including withholding tax obligations in respect of in-kind (non-Cash) distributions. Any entity issuing an instrument or making an in-kind (non-Cash) distribution under this Plan has the right, but not the obligation, to refrain from making such distribution until the entity to which the distribution is to be made has made arrangements satisfactory to such issuing or disbursing entity for payment of any such tax obligation.

Section 6.14 Distributions Free and Clear

Except as otherwise expressly provided herein, any distribution or transfer made under this Plan, including, without limitation, distributions to any holder of an Allowed Claim, shall be free and clear of any liens, Claims, encumbrances, charges and other interests, and no other entity shall have any interest, whether legal, beneficial or otherwise, in property distributed or transferred pursuant to this Plan.

Section 6.15 Time Bar to Cash Payments

Checks issued by the Debtor or the Distribution Agent on behalf of the Debtor in respect of Allowed Claims shall be null and void if not presented for payment within sixty (60) calendar days after the date of issuance thereof. Requests for reissuance of any check shall be made to the Debtor or the Distribution Agent (as applicable) by the holder of the Allowed Claim to whom such check originally was issued on or before thirty (30) calendar days after the expiration of the sixty (60) calendar day period following the date of issuance of such check. After such date, all funds held on account of such voided check shall be redistributed by the Distribution Agent to the Purchaser as soon as reasonably practicable thereafter.

Section 6.16 Transfer of Property Under Plan

All transfers of property under this Plan shall be made in accordance with applicable nonbankruptcy law, including any laws governing the transfer of property by a corporation or a trust that is not a moneyed, business, or commercial corporation or trust.

ARTICLE 7 DISPUTED CLAIMS AND EQUITY INTERESTS

Section 7.1 Objections to Claims and Equity Interests

As of the Effective Date, the Debtor and the Distribution Agent shall have the exclusive right to file and prosecute objections to, and negotiate, settle or otherwise resolve, any and all Claims and Equity Interests (other than those Claims and Equity Interests that are Allowed pursuant to the Plan). Except as otherwise provided herein, any objection to a Claim or Equity Interest shall be filed and served upon the holder of such Claim or Equity Interest on or before the Claims Objection Deadline or the Government Claims Objection Deadline, as applicable. The Claims Objection Deadline and the Government Claims Objection Deadline may be extended by order of the Bankruptcy Court upon motion of the Debtor or the Distribution Agent. Notwithstanding any authority to the contrary, an objection to a Claim or Equity Interest shall be deemed properly served on the holder of such Claim or Equity Interest if service is made in any of the following manners: (i) in accordance with rule 4 of the Federal Rules of Civil Procedure, as modified and made applicable by Bankruptcy Rule 7004; (ii) by first class mail, postage prepaid, on any counsel that has appeared on behalf of the holder of such Claim or Equity Interest in the Chapter 11 Case and has not withdrawn such appearance; (iii) by first class mail, postage prepaid, on the signatory on the respective proof of claim or interest or other representative identified on the proof of claim or interest or any attachment thereto; or (iv) at the last known address of the holder of such Claim or Equity Interest if no proof of claim is filed or if the Debtor or the Distribution Agent (as applicable) has been notified in writing of a change of address.

Section 7.2 Estimation of Claims

As of the Effective Date, the Debtor and the Distribution Agent shall have the exclusive right to request at any time that the Bankruptcy Court estimate any Disputed Claim pursuant to section 502(c) of the Bankruptcy Code, for any reason or purpose, regardless of whether an objection has been previously filed with respect to such Claim or whether the Bankruptcy Court has ruled on any such objection, and the Bankruptcy Court will retain jurisdiction to estimate any Claim at any time during litigation concerning any objection to any Claim including, without limitation, during the pendency of any appeal relating to any such objection. All of the aforementioned objection, estimation and resolution procedures are cumulative and not exclusive of one another. Claims may be estimated and subsequently compromised, settled, withdrawn or otherwise resolved by any mechanism set forth in this Plan or approved by the Bankruptcy Court. Notwithstanding section 502(j) of the Bankruptcy Code, in no event shall any holder of a Claim that has been estimated be entitled to seek reconsideration of the estimation of such Claim unless the holder of such Claim has filed a motion requesting the right to seek such reconsideration on or before thirty (30) calendar days after the date such Claim is estimated by the Bankruptcy Court.

Section 7.3 No Recourse

Any holder of a Claim that is Allowed on the Effective Date, or that ultimately becomes Allowed after the Effective Date, shall be entitled to receive its respective distribution under this Plan solely from the Claims Reserve; provided however that FirstBank, BPPR, and any counterparty to an Assumed Contract that is entitled to payment of a Cure, including any Customer Security Deposits, shall receive their respective Cash payments directly from the Purchaser on or after the Effective Date. In no event shall any holder of a Claim that is Allowed have any recourse against the Distribution Agent, the Debtor, FirstBank, the Purchaser, any of the Released Parties, or any holder of an Allowed Claim or any current or former officers, directors, employees, agents, representatives, partners, limited partners, members, trustees, managers, affiliates, parents, subsidiaries, attorneys, auditors, appraisers, accountants, financial advisors, investment bankers, consultants, or other professionals of any of the foregoing and any

entity controlling or controlled by any of the foregoing and any predecessors, successors and assigns of any of the foregoing, or any property of any of the foregoing, with respect to the distributions made, or to be made, under this Plan on account of such Claim, regardless of whether sufficient Cash or other property remains available for distribution in the Claims Reserve at the time that such Claim becomes Allowed.

Section 7.4 Late-Filed Claims and Amendments to Claims

Pursuant to section 502(b)(9) of the Bankruptcy Code, any Claim that is not filed on or before the applicable deadline to file such Claim shall be Disallowed and expunged in full as of the Effective Date without any action required of the Debtor, the Distribution Agent or the Bankruptcy Court.

On or after the applicable deadline to file a Claim, the holder of such Claim must obtain prior authorization from the Bankruptcy Court, or the Distribution Agent or the Debtor (as applicable), to file or amend such Claim. Any new or amended Claim filed after the applicable deadline to file such Claim without such prior authorization will not appear on the register of claims and will be deemed Disallowed and expunged in full without any action required of the Debtor, the Distribution Agent, or the Bankruptcy Court.

Section 7.5 Settlement of Disputed Claims

Except as otherwise provided in this Plan and notwithstanding any requirements that may be imposed pursuant to Bankruptcy Rule 9019, as of the Effective Date, the Debtor and the Distribution Agent shall have the exclusive authority to compromise, settle, or otherwise resolve all Claims, rights, Causes of Action, suits and proceedings, whether in law or in equity, whether known or unknown, that the Debtor's Estate may hold against any entity, without the necessity for notice to or approval by the Bankruptcy Court or any other party in interest.

ARTICLE 8 EXECUTORY CONTRACTS AND UNEXPIRED LEASES

Section 8.1 Assumption and Rejection of Executory Contracts and Unexpired Leases

(a) Assumption of Executory Contracts

All Executory Contracts listed on the Assumed Contracts Schedule shall be deemed automatically assumed by the Debtor and assigned to the Purchaser pursuant to the provisions of sections 365 and 1123 of the Bankruptcy Code effective as of and subject to the occurrence of the Effective Date, except for those Executory Contracts that (i) have already been assumed, assigned or rejected pursuant to a Final Order of the Bankruptcy Court; (ii) are not capable of assumption pursuant to section 365(c) of the Bankruptcy Code; or (iii) have previously expired or terminated pursuant to their own terms (and not otherwise extended). For the avoidance of doubt, the Affiliate Contracts shall be transferred by the applicable Affiliate to the Debtor on the Effective Date and shall be deemed Executory Contracts. The Purchaser in its sole and absolute discretion shall make an election prior to the Effective Date regarding the assumption and assignment, or rejection, of each Affiliate Contract, and any Affiliate Contract to be assumed by the Debtor and assigned to the Purchaser on the Effective Date shall be included on the Assumed Contracts Schedule.

Unless otherwise specified in the Assumed Contracts Schedule, each Executory Contract listed on such schedule, shall include all (i) modifications, amendments, supplements, restatements, or other agreements made directly or indirectly by any agreement, instrument, or other document that in any

manner affects such Executory Contract; and (ii) all easements, licenses, permits, rights, privileges, immunities, options, rights of first refusal, powers, uses, usufructs, reciprocal easement agreements, vault, tunnel or bridge agreements or franchises, and any other interests in real estate or rights in rem relating to such premises, unless any of the foregoing agreements has been rejected pursuant to a Final Order of the Bankruptcy Court.

To the extent provided under the Bankruptcy Code or other applicable law, any Executory Contract assumed and assigned pursuant to this Plan shall remain in full force and effect for the benefit of the Purchaser in accordance with its terms, notwithstanding any provision in such Executory Contract (including those of the type described in section 365(b)(2) of the Bankruptcy Code) that prohibits, restricts or conditions such assignment. To the extent provided under the Bankruptcy Code or other applicable law, any provision that prohibits, restricts or conditions the assignment of any such Executory Contract or that terminates or modifies such Executory Contract or allows the counterparty to such Executory Contract to terminate, modify, recapture, impose any penalty, condition renewal or extension or modify any term or condition upon any such assignment constitutes an unenforceable anti-assignment provision and is void and of no force or effect.

Modifications, amendments, supplements and restatements to prepetition Executory Contracts that have been executed by the Debtor during the Chapter 11 Case and actions taken in accordance therewith, (i) do not alter in any way the prepetition nature of the Executory Contracts, or the validity, priority or amount of any Claims against the Debtor that may arise under such Executory Contract; (ii) are not and do not create postpetition contracts or leases; (iii) do not elevate to Administrative Expense Claims any Claims of the counterparties to the Executory Contracts against the Debtor; and (iv) do not entitle any entity to a Claim under any section of the Bankruptcy Code on account of the difference between the terms of any prepetition Executory Contracts and subsequent modifications, amendments, supplements or restatements.

(b) Rejection of Remaining Executory Contracts

All Executory Contracts shall be deemed automatically rejected pursuant to sections 365 and 1123 of the Bankruptcy Code effective as of and subject to the occurrence of the Effective Date, except for those Executory Contracts that (i) have already been rejected pursuant to a Final Order of the Bankruptcy Court; (ii) have previously expired or terminated pursuant to their own terms (and not otherwise extended); or (iii) are specifically designated as a contract or lease to be assumed and assigned on the Assumed Contracts Schedule. Entry of the Confirmation Order by the Bankruptcy Court shall constitute approval of such rejections and a finding that such rejected Executory Contracts are burdensome and that the rejection thereof is in the best interests of the Debtor and its Estate.

Section 8.2 Cure of Defaults

Any Cure amount identified on the Assumed Contracts Schedule related to any Executory Contract to be assumed under this Plan shall be satisfied pursuant to section 365(b)(1) of the Bankruptcy Code by the Purchaser in immediately available funds on the Effective Date; provided however, that the Purchaser shall hold the amount of Cash equal to the Cure payments related to any Customer Security Deposits that must be held by the Purchaser and paid after the Effective Date in accordance with the applicable Assumed Contract. With the exception of such payment of a Cure, if any, the Debtor and the Purchaser are not required to make any payment or take any other action in order to satisfy the requirements of section 365(b) of the Bankruptcy Code with regard to the Executory Contracts being assumed under this Plan. No Cure shall be allowed with respect to a penalty rate or default rate of interest, each to the extent not allowed under the Bankruptcy Code or applicable law.

The Assumed Contracts Schedule lists the Proposed Cure for each Executory Contract to be assumed under this Plan. The Proposed Cures set forth in the Assumed Contracts Schedule shall be final and binding on all non-Debtor parties to the respective Executory Contract, and shall not be subject to further dispute or audit based on performance prior to the time of assumption and assignment, irrespective of the terms and conditions of such Executory Contracts, unless an objection to such Proposed Cure is timely-filed and properly-served pursuant to Section 8.3 below. In the event of a dispute with respect to the assumption and assignment of any Executory Contract or the amount of the respective Proposed Cure, payment of the Cure, if any, shall be made following the entry of a Final Order by the Bankruptcy Court resolving the dispute and approving assumption and assignment of such Executory Contract. If no such objection is filed, the Proposed Cure shall be deemed to satisfy fully any obligations the Debtor might have with respect to such Executory Contract under section 365(b) of the Bankruptcy Code.

Section 8.3 Objections to Rejection, Assumption, Assignment or Cure

Any non-Debtor party to an Executory Contract that wishes to object to the rejection, assumption and assignment of, or Proposed Cure related to, such Executory Contract, must file an objection with the Bankruptcy Court by the Confirmation Objection Deadline and serve such objection on (i) counsel to the Debtor and (ii) counsel to the Purchaser. Any objection to the Proposed Cure set forth on the Assumed Contracts Schedule shall state with specificity the Cure amount the objecting party believes is required and provide appropriate documentation in support thereof.

THE FAILURE TO PROPERLY FILE AND SERVE AN OBJECTION TO THE DEBTOR'S REJECTION, ASSUMPTION AND ASSIGNMENT, OR PROPOSED CURE ON OR BEFORE THE CONFIRMATION OBJECTION DEADLINE SHALL RESULT IN THE NON-DEBTOR PARTY TO THE APPLICABLE EXECUTORY CONTRACT BEING (I) DEEMED TO CONSENT TO SUCH REJECTION, ASSUMPTION AND ASSIGNMENT OR PROPOSED CURE; (II) BARRED, ESTOPPED AND PERMANENTLY ENJOINED FROM (A) OBJECTING TO SUCH REJECTION, ASSUMPTION AND ASSIGNMENT OR PROPOSED CURE AND PRECLUDED FROM BEING HEARD AT THE CONFIRMATION HEARING WITH RESPECT TO SUCH OBJECTION, (B) ASSERTING AGAINST THE DEBTOR, ITS ESTATE, ANY OF THE DEBTOR'S PROPERTY, THE DISTRIBUTION AGENT, THE PURCHASER, OR THE RELEASED PARTIES, ANY DEFAULT EXISTING AS OF THE EFFECTIVE DATE OR ANY COUNTERCLAIM, DEFENSE, SETOFF OR ANY OTHER INTEREST, AND (C) IMPOSING OR CHARGING AGAINST THE DEBTOR, ITS ESTATE, ANY OF THE DEBTOR'S PROPERTY, THE DISTRIBUTION AGENT, THE PURCHASER, OR THE RELEASED PARTIES, ANY ACCELERATIONS, ASSIGNMENT FEES, INCREASES OR ANY OTHER FEES AS A RESULT OF THE ASSUMPTION AND ASSIGNMENT PURSUANT TO THIS PLAN; AND (III) DEEMED TO WAIVE ANY RIGHT TO RECEIVE A CURE OTHER THAN THE PROPOSED CURE SET FORTH IN THE ASSUMED CONTRACTS SCHEDULE.

With respect to any timely-filed and properly-served objection to the Debtor's proposed rejection, assumption and assignment, or Proposed Cure, the Debtor may (i) settle or otherwise resolve such objection; (ii) respond to such objection (in which case the Bankruptcy Court shall decide such objection at the Confirmation Hearing); or (iii) remove the particular agreement from the Assumed Contracts Schedule at the sole discretion of the Purchaser.

Section 8.4 Rejection Damage Claims

All Rejection Damage Claims shall be treated as General Unsecured Claims and shall be classified in Class 4, and may be objected to in accordance with the provisions of Article 7 of this Plan and the applicable provisions of the Bankruptcy Code and the Bankruptcy Rules. Any holder of a Rejection Damage Claim that ultimately becomes Allowed shall be entitled to receive its applicable distribution under this Plan as a General Unsecured Claim solely from the Claims Reserve.

All proofs of claim with respect to Rejection Damage Claims must be filed with the Bankruptcy Court and served on the Debtor on or before the later of (i) the Bar Date; and (ii) the first business day that is twenty (20) calendar days after entry of an order authorizing the rejection of the respective executory contract or unexpired lease, including the Confirmation Order with respect to the Executory Contracts rejected pursuant to this Plan; provided however that to the extent any Affiliate Contract is rejected pursuant to this Plan, the PdR Group Members shall not make or assert any Rejection Damage Claims or otherwise, and any such claim shall be deemed waived and released pursuant to the Plan, and the Purchaser shall not withhold or retain any funds due to Cacimar under the Cacimar Agreement in contemplation of any such potential claim.

THE FAILURE TO PROPERLY FILE AND SERVE A PROOF OF CLAIM WITH RESPECT TO A REJECTION DAMAGE CLAIM BY THE DEADLINES SET FORTH IN THIS ARTICLE 8, AS APPLICABLE, SHALL RESULT IN SUCH CLAIM BEING DEEMED FOREVER BARRED AND DISALLOWED AS OF THE EFFECTIVE DATE AUTOMATICALLY WITHOUT THE NEED FOR ANY OBJECTION FROM THE DEBTOR OR THE DISTRIBUTION AGENT OR ANY ACTION BY THE BANKRUPTCY COURT.

ARTICLE 9 EFFECT OF CONFIRMATION

Section 9.1 Vesting of Assets

Except as otherwise provided in this Plan, upon the Effective Date, pursuant to sections 1141(b) and (c) of the Bankruptcy Code, (i) the Purchased Assets and Cash on Hand shall vest in the Purchaser free and clear of all liens, Claims, encumbrances, charges, and other interests; and (ii) all of the Excluded Assets shall vest in the PdR Group Members, free and clear of all liens, Claims, encumbrances, charges and other interests; provided that any and all claims and causes of action arising under Chapter 5 of the Bankruptcy Code, any other claims or causes of action of the Debtor and the Affiliates against the other PdR Group Members and their officers, directors, shareholders, affiliates, and any related entity or person, and the Related Receivables, shall be released on the Effective Date pursuant to Section 9.6 of the Plan.

Section 9.2 Injunction

Except as otherwise provided in this Plan, on the Effective Date, all holders of Claims against and Equity Interests in the Debtor or its Estate shall be precluded and enjoined from asserting against the Debtor, its Estate, its successors and assigns, or any of their assets or property, whether in the possession of the Debtor, the Purchaser, or a transferee of such property under this Plan, (i) any such Claim against or Equity Interest in the Debtor, by any means, including, without limitation, (a) commencing or continuing, in any matter or in any place, any action or other proceeding of any kind with respect to any such Claim or Equity Interest, (b) enforcing, attaching, collecting or recovering in any manner any judgment, including the Consent Judgment, award, decree or order against the Debtor or its Estate with respect to such Claim or Equity Interest, (c) creating, perfecting or enforcing any lien or encumbrance of any kind against the Debtor or its Estate or against property or interests in property of the Debtor or its

Estate with respect to such Claim or Equity Interest, or (d) asserting any right of setoff, subrogation or recoupment of any kind against any obligation due from the Debtor or its Estate or against the property or interests in property of the Debtor or its Estate with respect to such Claim or Equity Interest; and (ii) any other or further Claim, Equity Interest or Cause of Action based upon any document, instrument, act, omission, transaction or other activity of any kind or nature that occurred on or before the Effective Date, whether or not such holder has filed a proof of such Claim or Equity Interest and whether or not the facts or legal bases therefore were known or existed prior to the Effective Date; provided however, that nothing contained herein shall preclude such entity from exercising their rights pursuant to and consistent with the terms of this Plan and the contracts, instruments, releases, indentures and other agreements or documents delivered under or in connection with this Plan.

Section 9.3 Injunction Against Interference with Plan

Except as otherwise provided in this Plan, upon entry of the Confirmation Order, all holders of Claims against or Equity Interests in the Debtor, and other parties in interest, along with any current or former officers, directors, employees, agents, representatives, partners, limited partners, members, trustees, managers, affiliates, parents, subsidiaries, attorneys, auditors, appraisers, accountants, financial advisors, investment bankers, consultants, or other professionals of any of the foregoing and any entity controlling or controlled by any of the foregoing and any predecessors, successors and assigns of any of the foregoing, shall be enjoined from seeking to oppose, delay, interfere or otherwise frustrate implementation or consummation of this Plan.

Section 9.4 Term of Injunctions or Stays Arising Under or Entered During the Chapter 11 Case

Unless otherwise provided in the Plan, (i) all injunctions with respect to or stays against an action against property of the Debtor's Estate arising under or entered during the Chapter 11 Case under sections 105 or 362 of the Bankruptcy Code, and in existence on the Confirmation Date, shall remain in full force and effect until such property is no longer property of the Debtor's Estate; and (ii) all other injunctions and stays arising under or entered during the Chapter 11 Case under sections 105 or 362 of the Bankruptcy Code shall remain in full force and effect until the earliest of (a) the date that the Chapter 11 Case is closed pursuant to a Final Order of the Bankruptcy Court, (b) the date that the Chapter 11 Case is dismissed pursuant to a Final Order of the Bankruptcy Court, or (c) the date that a discharge is granted or denied pursuant to a Final Order of the Bankruptcy Court.

Section 9.5 Exculpation

To the fullest extent permissible under applicable law, except as otherwise provided in this Plan, none of the Released Parties, or any of such parties' successors and assigns, shall have or incur any liability to, or be subject to any right of action by, any holder of a Claim against or Equity Interest in the Debtor, or any other party in interest, or any of their respective agents, employees, representatives, financial advisors, attorneys or agents acting in such capacity, or any of their successors and assigns, for any act or omission in connection with, related to or arising out of, the Chapter 11 Case, the operation of the Debtor's businesses during the Chapter 11 Case, the formulation, preparation, negotiation, dissemination, implementation, administration, execution, confirmation or consummation of this Plan, the Asset Purchase Agreement, the Definitive Documentation or any other contract, instrument, release, agreement, settlement or document created, modified, amended, terminated or entered into in connection with this Plan, or any other act or omission in connection with the Debtor's bankruptcy; provided however, that nothing in this Section 9.5 shall impact the allowance or disallowance of any Claim not expressly released under this Plan; provided further, however, that the foregoing shall not apply to any fraud, gross negligence, or willful misconduct by the Released Parties.

Section 9.6 Releases

(a) Release by Debtor

On the Effective Date, for good and valuable consideration, to the fullest extent permissible under applicable law, the Debtor and any entity seeking to exercise the rights of the Debtor or its Estate, including, without limitation, any successor to the Debtor, shall completely, conclusively, absolutely, unconditionally, irrevocably, and forever release the Released Parties, from any and all Claims, Equity Interests, liens, encumbrances, obligations, damages, demands, debts, suits, Causes of Action, including any and all claims and causes of action arising under Chapter 5 of the Bankruptcy Code, and any other claims or causes of action of the Debtor and the Affiliates against the other PdR Group Members and their officers, directors, shareholders, affiliates, and any related entity or person, the Related Receivables (other than those third party receivables related to the Debtor's business and/or incurred by the Debtor after the Commencement Date), judgments, liabilities or rights whatsoever (other than the rights of the Debtor or its successors to enforce this Plan and contracts, instruments, releases, indentures, agreements and other documents delivered hereunder), 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 upon any act, omission, transaction, agreement, event or occurrence taking place on or prior to the Effective Date in any way relating to the Debtor, the Chapter 11 Case, the formulation, preparation, negotiation, dissemination, implementation, administration, confirmation or consummation of this Plan, the Asset Purchase Agreement, the Definitive Documentation, the Cacimar Agreement, the business or contractual arrangements between the Debtor and any Released Party, or any other act or omission in connection with the Debtor's bankruptcy, without further notice to or action by the Bankruptcy Court, or act or action under applicable law, regulation, order or rule or the vote, consent, authorization or approval of any entity.

(b) Release by Holders of Claims and Equity Interests, and Released Parties

On the Effective Date, for good and valuable consideration, to the fullest extent permissible under applicable law, the holders of Claims against and Equity Interests in the Debtor, and the Released Parties, will be deemed to completely, conclusively, absolutely, unconditionally,

irrevocably, and forever release the Released Parties from any and all Claims, Equity Interests, liens, encumbrances, obligations, damages, demands, debts, suits, Causes of Action, judgments, including the Consent Judgment, liabilities or rights whatsoever (other than the right to enforce the Debtor's obligations under this Plan and the contracts, instruments, releases, indentures, agreements and other documents delivered hereunder), 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, based in whole or in part on any act, omission, transaction, agreement, event or occurrence taking place on or prior to the Effective Date in any way relating to the Debtor, the Chapter 11 Case, the business or contractual arrangements with any Debtor, the formulation, preparation, negotiation, dissemination, implementation, administration, confirmation or consummation of this Plan, the Asset Purchase Agreement, the Definitive Documentation, the Cacimar Agreement or any other contract, instrument, release, agreement, settlement or document created, modified, amended, terminated or entered into in connection with this Plan, the restructuring of any Claims against and Equity Interests in the Debtor, the property to be distributed under this Plan, or any other act or omission in connection with the Debtor's bankruptcy, without further notice to or action by the Bankruptcy Court, or act or action under applicable law, regulation, order or rule or the vote, consent, authorization or approval of any entity.

Section 9.7 Binding Effect

Upon the Effective Date, this Plan shall be binding on, and shall inure to the benefit of, the Debtor's Estate and its respective successors and assigns. The rights, benefits and obligations of any entity named or referenced in this Plan shall be binding on, and shall inure to the benefit of, any heir, executor, administrator, successor or assign of such entity, including any holder of a Claim against or Equity Interest in the Debtor, whether or not the Claim or Equity Interest of such holder is Impaired under this Plan and whether or not such holder has voted to accept this Plan.

ARTICLE 10 CONDITIONS PRECEDENT TO EFFECTIVE DATE

Section 10.1 Conditions to Effectiveness of Plan

The Effective Date shall not occur and the Plan shall not become effective unless and until the following conditions have been satisfied in full or waived in accordance with Section 10.2 of the Plan.

(a) Confirmation Order. The Confirmation Order shall have been entered by the Bankruptcy Court and shall be in full force and effect, and there shall not be a stay or injunction (or similar prohibition) in effect with respect thereto. Specifically, with respect to the Sale, the Confirmation Order shall find, authorize, provide and approve that:

(i) the transfers of the Affiliate Assets and Purchased Assets are for fair consideration, not subject to avoidance as a fraudulent transfer or otherwise, and effectuated free and clear of any liens, Claims, encumbrances, rights, remedies, restrictions, interests, liabilities, and contractual commitments of any kind or nature whatsoever, whether arising before or after the Commencement Date, whether at law or in equity, including all rights or claims based on any successor or transferee liability, other than as set forth in the Asset Purchase Agreement;

(ii) consummation of the Sale under the Plan shall not result in the incurrence of any transfer taxes or other similar taxes, costs, fees, recording charges, or governmental amounts pursuant to section 1146 of the Bankruptcy Code;

(iii) the Purchaser and its affiliates and representatives have acted in “good faith” within the meaning of section 363(m) of the Bankruptcy Code and are entitled to all of the protections thereof;

(iv) the Term Sheet and Definitive Documents were negotiated, proposed, and entered into without collusion, in good faith, and from arm’s length bargaining positions;

(v) the consideration to be paid by the Purchaser, and the release and discharge of liens and claims of FirstBank and others upon the Effective Date, constitute reasonably equivalent value and fair consideration for the Purchased Assets;

(vi) upon the Effective Date, each of the PdR Group Members and the Additional Disclosure Entities shall be forever barred and estopped from asserting any and all claims against the Purchased Assets including, without limitation, any challenge to the authority of the PdR Group Members to convey the full set of Purchased Assets to the Purchaser;

(vii) the Purchaser shall be and is under no obligation to fund any amount in excess of the amounts set forth in the Asset Purchase Agreement, unless otherwise agreed by the Purchaser in writing, in the Purchaser’s sole and absolute discretion; and

(viii) each party to the Sale shall waive any and all right to challenge, appeal, seek to appeal, seek reconsideration, or otherwise seek to modify or alter the Confirmation Order.

(b) Sale Consummation. All conditions precedent set forth in the Term Sheet and Asset Purchase Agreement shall have been satisfied, including the Additional Disclosure Entity Representations and Warranties, and the Sale shall have been consummated.

(c) Cacimar Agreement. The Cacimar Agreement shall have been authorized and approved pursuant to the Confirmation Order, and shall have become effective.

(d) Releases. The Releases provided in the Plan and approved by the Bankruptcy Court in the Confirmation Order shall also be executed and delivered (in separate documentation) by the Purchaser, FirstBank, the PdR Group Members (including any officers, directors, shareholders, Insiders and/or affiliates thereof), and the Additional Disclosure Entities (including any/all officers, directors, shareholders, Insiders and/or affiliates thereof). The Releases shall include a Motion in Satisfaction of Judgment with respect to the Consent Judgment, which shall be duly executed and filed with the Court of First Instance of Puerto Rico, Fajardo Section, in Civil Case No. NSCI2011-0442, together with the Confirmation Order, immediately upon FirstBank’s receipt on the Effective Date of payment with respect to the FirstBank Secured Claim as set forth in Section 2.3 of the Plan.

(e) Waiver of Disclosure Statement. The Bankruptcy Court shall have entered an order finding that a disclosure statement is not required to be filed or distributed by the Debtor, FirstBank or the Purchaser with respect to the Plan.

(f) Other Acts; Execution and Delivery of Other Documents. All actions, documents, instruments and agreements necessary to implement this Plan (each in form and substance satisfactory to the Debtor, FirstBank and the Purchaser) shall have been executed and delivered by the parties thereto, unless such execution or delivery has been waived, in writing, by the parties benefited thereby.

(g) Consents. All consents, authorizations and approvals necessary to implement this Plan shall have been obtained and not revoked.

(h) Claims Reserve. The Bankruptcy Court shall have determined pursuant to the Confirmation Order that the Claims Reserve funded in the amount of \$2,000,000 is sufficient to make all necessary distributions with respect to (i) Claims that are estimated to be Allowed on or after the Effective Date, and (ii) Cure payments.

Section 10.2 Waiver of Conditions

Subject to the terms and conditions of the Asset Purchase Agreement, the Debtor, with written consent from FirstBank and the Purchaser, may waive any of the conditions to effectiveness of this Plan without leave of or notice to the Bankruptcy Court or any party in interest and without any formal action other than proceeding with confirmation and consummation of this Plan. The failure to satisfy or waive a condition to effectiveness of this Plan may be asserted by the Debtor, FirstBank or the Purchaser regardless of the circumstances giving rise to the failure of such condition to be satisfied. The failure of the Debtor, FirstBank or the Purchaser to exercise any of the foregoing rights shall not be deemed a waiver of any other rights hereunder and each right shall be deemed an ongoing right that may be asserted at any time.

Section 10.3 Effect of Failure of Conditions

If the conditions specified in Section 10.1 of the Plan have not been satisfied or waived in the manner provided in Section 10.2 of the Plan on or before the date that is the later of (i) May 31, 2013 and (ii) such later date as to which the Debtor, FirstBank and the Purchaser have agreed to in writing, then (a) the Confirmation Order shall be of no further force or effect, (b) no distributions under the Plan shall be made, (c) the Debtor and all holders of Claims against, and Equity Interests in, the Debtor shall be restored to the status quo ante as of the day immediately preceding the Confirmation Date as though the Confirmation Date had never occurred, (d) all of the Debtor's obligations with respect to the Claims and Equity Interests shall remain unaffected by the Plan and nothing contained herein shall be deemed to constitute a waiver or release of any Claims by or against the Debtor or any other entity or to prejudice in any manner the rights of the Debtor or any entity in any further proceedings involving the Debtor, and (e) the Plan shall be deemed withdrawn.

ARTICLE 11 RETENTION OF JURISDICTION

On and after the Effective Date, the Bankruptcy Court shall retain exclusive jurisdiction, to the fullest extent permissible under law, over all matters arising in, arising under, or related to the Chapter 11 Case and this Plan pursuant to, and for the purposes of, sections 105(a) and 1142 of the Bankruptcy Code and for, among other things, the following purposes:

(a) To hear and determine any motions for the assumption, assumption and assignment, or rejection of Executory Contracts and the allowance of Claims resulting therefrom;

(b) To hear and determine any motion, adversary proceeding, application, contested matter, and other litigated matter pending on or commenced after the Confirmation Date;

(c) To ensure that distributions to holders of Allowed Claims are accomplished as provided herein;

(d) To hear and determine all matters related to the allowance, disallowance, liquidation, classification, priority, compromise, estimation or payment of any Claim or Equity Interest, including any objections to, or requests for estimation of, Claims or Equity Interests, whether filed, asserted or made before or after the Confirmation Date;

(e) To enter, implement or enforce such orders as may be appropriate in the event that the Confirmation Order is for any reason stayed, reversed, revoked, modified or vacated;

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

(g) To hear and determine any application to modify this Plan to cure any defect or omission or reconcile any inconsistency in this Plan, or any order of the Bankruptcy Court, including the Confirmation Order, in such a manner as may be necessary to carry out the purposes and effects thereof;

(h) To hear and determine any application for compensation for services rendered and reimbursement of expenses incurred to the extent authorized to be paid or reimbursed under this Plan or the Bankruptcy Code;

(i) To hear and determine disputes arising in connection with the interpretation, implementation or enforcement of this Plan, the Confirmation Order, the Asset Purchase Agreement, the Additional Disclosure Entity Representations and Warranties, the Cacimar Agreement, the Non-Compete Agreement, any transactions, distributions or payments contemplated hereby, or any agreement, instrument, or other document governing or relating to any of the foregoing;

(j) To take any action and issue such orders as may be necessary to construe, enforce, implement, execute and consummate this Plan or to maintain the integrity of this Plan following consummation;

(k) To determine any other matters that may arise in connection with or are related to this Plan, the Confirmation Order, the Sale, the Asset Purchase Agreement, the Additional Disclosure Entity Representations and Warranties, the Cacimar Agreement, the Non-Compete Agreement, any and all of the Definitive Documentation, or any other contract, instrument, release or other agreement or document related to this Plan;

(l) To hear and determine all disputes involving the existence, nature or scope of the injunctions and releases granted under this Plan, the Confirmation Order or the Bankruptcy Code;

(m) To hear and determine matters concerning state, local, and federal taxes in accordance with sections 346, 505 and 1146 of the Bankruptcy Code (including any requests for expedited determinations under section 505(b) of the Bankruptcy Code);

(n) To enforce all orders, judgments, injunctions, releases, exculpations, indemnifications and rulings entered in connection with the Chapter 11 Case;

(o) To consider and act on the compromise and settlement of any Claim, Equity Interest or Cause of Action by, on behalf of, or against the Debtor's Estate, to the extent that Bankruptcy Court approval is required;

(p) To hear and determine any rights, Claims, Equity Interests or Causes of Action held by or accruing to the Debtor and the Claims Reserve pursuant to this Plan, the Bankruptcy Code or any federal or state law;

(q) To hear and determine any other matters related hereto and not inconsistent with the Bankruptcy Code and title 28 of the United States Code;

- (r) To recover all assets of the Debtor and property of the Debtor's Estate, wherever located, and to hear and determine all adversary proceedings or other litigations related thereto; and
- (s) To enter a final decree closing the Chapter 11 Case.

ARTICLE 12 MISCELLANEOUS PROVISIONS

Section 12.1 Operations Between the Confirmation Date and the Effective Date

During the period from the Confirmation Date through and until the Effective Date, the Debtor shall continue to operate its business as a debtor in possession, subject to the oversight of the Bankruptcy Court as provided in the Bankruptcy Code, the Bankruptcy Rules and all orders of the Bankruptcy Court that are then in full force and effect.

Section 12.2 Payment of Statutory Fees

All fees payable pursuant to section 1930 of title 28 of the United States Code that are due and payable as of the Effective Date shall be paid by the Debtor on the Effective Date. All such fees that become due and payable after the Effective Date shall be paid by the Distribution Agent from the Claims Reserve when such fees become due and payable.

Section 12.3 Substantial Consummation

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

Section 12.4 Exemption from Transfer Taxes

Pursuant to section 1146(a) of the Bankruptcy Code, (i) the issuance, transfer or exchange of any security under, in furtherance of, or in connection with, this Plan; or (ii) the assignment or surrender of any lease or sublease, or the delivery of any instrument of transfer under, in furtherance of, or in connection with, this Plan, including, without limitation, the Asset Purchase Agreement, and any deed, bill of sale, assignment, mortgage, deed of trust or similar document executed in connection therewith (including real and personal property), shall not be subject to any stamp tax, real estate transfer tax, recording tax, sales tax, personal property tax, mortgage tax, use tax, or other similar tax, or any Uniform Commercial Code filing or recording fee or similar or other government assessment. The Confirmation Order shall direct the appropriate state or local government officials or agents to forgo the collection of any such tax or governmental assessment and to accept for filing and recordation any of the foregoing instruments or other documents without the payment of any such tax or governmental assessment.

Section 12.5 Determination of Tax Liabilities

The Debtor or the Distribution Agent (as applicable) shall, pursuant to section 505(b) of the Bankruptcy Code, have the right to request an expedited determination of an any unpaid liability of the Debtor's Estate for any tax incurred during the administration of the Chapter 11 Case. Neither the Released Parties nor the Purchaser shall have any obligation for such tax liability and the sole recourse for payment of such tax liability shall be against the Claims Reserve. As of the Effective Date, the Distribution Agent will be responsible for preparing and filing any tax forms or returns on behalf of the Debtor's Estate; provided however, that the Distribution Agent shall not be responsible for preparing or

filing any tax forms for holders of Equity Interests in the Debtor, but shall provide such holders with any information they reasonably require to prepare such forms.

Section 12.6 Fifty Percent Shareholder

Unless otherwise ordered by the Bankruptcy Court, on and after the Confirmation Date, any “Fifty Percent Shareholder” within the meaning of section 382(g)(4)(D) of the Internal Revenue Code of 1986, as amended, shall be enjoined from claiming a worthless stock deduction with respect to any Equity Interest held by such shareholder for any taxable year of such shareholder ending prior to the Effective Date.

Section 12.7 Modification and Amendment

Any proponent of this Plan, with the prior written consent of each co-proponent of this Plan, may alter, amend, modify or supplement this Plan pursuant to section 1127(a) of the Bankruptcy Code at any time prior to the Confirmation Date. After the Confirmation Date and prior to substantial consummation of this Plan, any proponent of this Plan, with the prior written consent of each co-proponent of this Plan, may, upon order of the Bankruptcy Court, amend or modify this Plan in accordance with section 1127(b) of the Bankruptcy Code, or remedy any defect or omission or reconcile any inconsistency in this Plan as may be necessary to carry out the purpose and effects of this Plan. A holder of a Claim against or Equity Interest in the Debtor that has accepted this Plan shall be deemed to have accepted this Plan as altered, amended or modified if the proposed alteration, amendment or modification does not materially and adversely change the treatment of the Claim or Equity Interest of such holder.

Section 12.8 Reservation of Rights

Except as expressly set forth herein, this Plan shall have no force or effect unless the Bankruptcy Court shall have entered the Confirmation Order and the Effective Date has occurred. Prior to the Effective Date, none of the filing of this Plan, any statement or provision contained herein or the taking of any action by the Debtor with respect to this Plan, shall be or shall be deemed to be (i) an admission or waiver of any rights of the Debtor of any kind, including with respect to the holders of Claims or Equity Interests or as to any treatment or classification of any contract or lease; or (ii) a waiver or release of the rights of the Debtor to move to dismiss the Chapter 11 Case or convert the Chapter 11 Case to a case under chapter 7 of the Bankruptcy Code.

Section 12.9 Severability

In the event that prior to the entry of the Confirmation Order, any term or provision of this Plan is held by the Bankruptcy Court to be invalid, void or unenforceable, the Bankruptcy Court, at the joint request of the Debtor, FirstBank, and the Purchaser shall have the power to alter and interpret such term or provision to make it valid or enforceable to the maximum extent practicable, consistent with the original purpose of the term or provision held to be invalid, void, or unenforceable, and such term or provision shall then be applicable as altered or interpreted. Notwithstanding any such holding, alteration, or interpretation, the remainder of the terms and provisions of this Plan will remain in full force and effect and in no way will be affected, impaired or invalidated by such holding, alteration or interpretation. The Confirmation Order shall constitute a judicial determination that each term and provision of this Plan, as it may have been altered or interpreted in accordance with the foregoing, is valid and enforceable pursuant to its terms.

Section 12.10 Notice of Entry of Confirmation Order and Relevant Dates

As soon as reasonably practicable after entry of the Confirmation Order, the Debtor shall, as directed by the Bankruptcy Court, publish and serve on all known parties in interest and holders of Claims against and Equity Interests in the Debtor, notice of the entry of the Confirmation Order and all relevant deadlines and dates under this Plan, including, without limitation, the deadline for filing Administrative Expense Claims and Rejection Damage Claims.

Section 12.11 Courts of Competent Jurisdiction

In the event that the Bankruptcy Court abstains from exercising, or declines to exercise, jurisdiction or is otherwise without jurisdiction over any matter arising in, arising under, or related to the Chapter 11 Case or this Plan, and, thereafter, the United States District Court for the District of Puerto Rico abstains from exercise, or declines to exercise, jurisdiction or is otherwise without jurisdiction over any matter arising in, arising under, or related to the Chapter 11 Case or this Plan, such abstention, refusal or failure of jurisdiction shall have no effect upon and shall not control, prohibit or limit the exercise of jurisdiction by any other court having competent jurisdiction with respect to such matter.

Section 12.12 No Admissions

As to contested matters, adversary proceedings and other Causes of Action, this Plan shall not constitute or be construed as an admission of any fact or liability, stipulation, or waiver, but rather as a statement made in settlement negotiations. This Plan shall not be admissible in any non-bankruptcy proceeding nor shall it be construed to be conclusive advice on the tax and other legal effects of this Plan as to holders of Claims against and Equity Interests in the Debtor.

Section 12.13 Closing of the Chapter 11 Cases

When the Debtor's Estate is fully administered, the Distribution Agent, through the Debtor's counsel, shall request that the Bankruptcy Court enter a final decree closing the Chapter 11 Case in accordance with the Bankruptcy Code and the Bankruptcy Rules.

Section 12.14 Rates

This Plan does not provide for the change of any rate that is within the jurisdiction of any governmental regulatory commission after the occurrence of the Effective Date. Where a Claim has been denominated in foreign currency on a proof of claim, the Allowed amount of such Claim shall be calculated in currency of the United States of America based upon the conversion rate in place as of the Commencement Date and in accordance with section 502(b) of the Bankruptcy Code.

Section 12.15 Governing Law

Except to the extent that the Bankruptcy Code or other federal law is applicable, or to the extent an exhibit, schedule or supplement hereto provides otherwise, the rights, duties and obligations arising under this Plan and any agreements, documents and instruments executed in connection with this Plan (except as otherwise expressly provided in such agreements, documents and instruments) shall be governed by, and construed and enforced in accordance with, the laws of the Puerto Rico, without giving effect to the principles of conflict of laws of such jurisdiction.

Section 12.16 Schedules, Exhibits and Supplements

All schedules, exhibits and supplements to this Plan are incorporated into and are a part of this Plan as if set forth in full herein. Copies of the schedules, exhibits and supplements to this Plan can be obtained by downloading such documents from the Bankruptcy Court's website (located at www.prb.uscourts.gov/).

Section 12.17 Notices

To be effective, all notices, requests and demands to or upon the Debtor, the Distribution Agent, FirstBank, and the Purchaser shall be in writing and unless otherwise expressly provided herein, shall be deemed to have been duly given or made when actually delivered or, in the case of notice by facsimile transmission, when received and telephonically confirmed, addressed as follows:

If to the Debtor:

PUERTO DEL REY, INC.
P.O. Box 1186
Fajardo, Puerto Rico 00738
Attn: Daniel Shelley, President

with copies to:

CHARLES A. CUPRILL, P.S.C. LAW OFFICES
Counsel to the Debtor
356 Fortaleza Street, Second Floor
San Juan, PR 00901
Telephone: (787) 977-0515
Facsimile: (787) 977-0518
Attn: Charles Cuprill, Esq.

DESPACHO LEGAL
P.O. Box 502
Luquillo, Puerto Rico 00773
Attn: José Novas Dueño, Esq.

If to the Distribution Agent:

LUIS R. CARRASQUILLO & CO., P.S.C.
Calle 28, TI-26
Avenida Turabo Gardens
Caguas, Puerto Rico 00725
Telephone: (787) 746-4555
Facsimile: (787) 746-4564
Attn: Luis R. Carrasquillo Ruiz

If to FirstBank:

FIRSTBANK PUERTO RICO
1519 Ponce de León Ave., Stop 23
San Juan, Puerto Rico 00908-0146

Telephone: (787) 765-8200
Facsimile: (787) 729-8153
Attn: Guillermo Bermúdez, Esq.
Lawrence Odell, Esq.

with copies to:

REICHARD & ESCALERA
Co-Counsel to FirstBank Puerto Rico
P.O. Box 364148
San Juan, Puerto Rico 00936-4148
Telephone: (787) 777-8888
Facsimile: (787) 765-4225
Attn: Fernando Vanderdys, Esq.

-and-

HOLLAND & KNIGHT LLP
Co-Counsel to FirstBank Puerto Rico
701 Brickell Avenue, 30th Floor
Miami, Florida 33131
Telephone: (305) 374-8500
Facsimile: (305) 789-7799
Attn: Jose Casal, Esq.
Joaquin Alemany, Esq.

-and-

HOLLAND & KNIGHT LLP
Co-Counsel to FirstBank Puerto Rico
10 St. James Avenue, 11th Floor
Boston, Massachusetts 02116
Telephone: (617) 523-2700
Facsimile: (617) 523-6850
Attn: John Monaghan, Esq.

If to the Purchaser:

PBF-TEP ACQUISITIONS, INC.
39 Lewis Street, 2nd Floor
Greenwich, Connecticut 06830
Telephone: (631) 613-6655
Facsimile: (631) 613-6659
Attn: Nicholas Prouty
Robert L. Pressman

with copies to:

CADWALADER, WICKERSHAM & TAFT LLP
Co-Counsel to PBF-TEP Acquisitions, Inc.
One World Financial Center

New York, New York 10281
Telephone: (212) 504-6000
Facsimile: (212) 504-6666
Attn: John J. Rapisardi, Esq.
Zachary H. Smith, Esq.

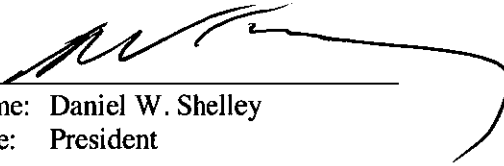
-and-

FERNÁNDEZ, COLLINS, CUYAR & PLÁ
Co-Counsel for PBF-TEP Acquisitions, Inc.
P.O. Box 9023905
San Juan, Puerto Rico 00902-3905
Telephone: (787) 977-3772
Facsimile: (787) 977-3773
Attn: Juan A. Cuyar Cobb, Esq.

* * * * *

As of April 29, 2013

PUERTO DEL REY, INC.

By: 
Name: Daniel W. Shelley
Title: President

PBF-TEP ACQUISITIONS, INC.

By: _____
Name:
Title:

FIRSTBANK PUERTO RICO


By: _____
Name:
Title:

As of April 29, 2013

PUERTO DEL REY, INC.

By: _____
Name:
Title:

PBF-TEP ACQUISITIONS, INC.

By:  _____
Name: Nicholas Prouty
Title: CEO

FIRSTBANK PUERTO RICO

By: _____
Name:
Title:

As of April 29, 2013

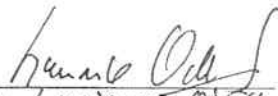
PUERTO DEL REY, INC.

By: _____
Name:
Title:

PBF-TEP ACQUISITIONS, INC.

By: _____
Name:
Title:

FIRSTBANK PUERTO RICO

By: 
Name: LAWRENCE O'CONNEL
Title: EVP, General Counsel