

ALAMOSA DELAWARE INC

T-3 filed 09/12/03

APPENDIX I PREPACKAGED PLAN OF REORGANIZATION IN THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE

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APPENDIX I PREPACKAGED PLAN OF REORGANIZATION IN THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE

Introduction

----- x : In re:: : Chapter 11 : Alamosa Holdings, Inc., et al., : Case No. 03-_____ (____) :
Debtors. : (Jointly Administered) : 5225 South Loop 289 : Lubbock, Texas 79424 : Tax ID No. 75- 2890997 : -----
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JOINT PREPACKAGED PLAN OF REORGANIZATION OF ALAMOSA HOLDINGS, INC. AND CERTAIN SUBSIDIARIES

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-- and --

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Attorneys for Alamosa Holdings, Inc., et al., Debtors and Debtors-in-Possession

Dated: Wilmington, Delaware _____, 2003

NO CHAPTER 11 CASE HAS BEEN COMMENCED AT THIS TIME. THE SOLICITATION MATERIALS ACCOMPANYING THIS PLAN OF REORGANIZATION HAVE NOT BEEN APPROVED BY THE BANKRUPTCY COURT AS CONTAINING "ADEQUATE INFORMATION" WITHIN THE MEANING OF [BANKRUPTCY CODE SECTION 1125\(a\)](#). FOLLOWING THE COMMENCEMENT OF THEIR CHAPTER 11 CASES, THE DEBTORS EXPECT TO PROMPTLY SEEK AN ORDER OF THE BANKRUPTCY COURT (1) APPROVING THE SOLICITATION OF VOTES AS HAVING BEEN IN COMPLIANCE WITH [BANKRUPTCY CODE SECTION 1126\(b\)](#); AND (2) CONFIRMING THE PLAN OF REORGANIZATION PURSUANT TO [BANKRUPTCY CODE SECTION 1129](#)

Recitals

Alamosa Holdings, Inc. ("Parent") and certain of its subsidiaries propose the following prepackaged joint plan of reorganization. Reference is made to the Combined Offering Circular, Consent Solicitation And Disclosure Statement Soliciting Acceptances Of A Prepackaged Plan Of Reorganization, distributed contemporaneously herewith, for a discussion of Alamosa's history, business, properties and operations, projections for those operations, risk factors, a summary and analysis of the prepackaged joint plan of reorganization, and certain related matters including, among other things, the securities to be issued under the prepackaged joint plan of reorganization.

ARTICLE I DEFINED TERMS AND RULES OF INTERPRETATION

A. SCOPE OF DEFINITIONS; RULES OF CONSTRUCTION

Except as expressly provided or unless the context otherwise requires, all capitalized terms not otherwise defined shall have the meanings ascribed to them in this Article I. Any term used 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. Whenever the context requires, such terms shall include the plural as well as the singular number.

B. DEFINITIONS

1.1 12.5% SENIOR NOTES means those certain 12.5% Senior Notes due 2011 issued by Alamosa Delaware and guaranteed by the Subsidiary Guarantors and Parent under that certain Indenture dated as of January 31, 2001, as amended.

1.2 13.625% SENIOR NOTES means those certain 13.625% Senior Notes due 2011 issued by Alamosa

Delaware and guaranteed by the Subsidiary Guarantors and Parent under that certain Indenture dated as of August 15, 2001, as amended.

1.3 ADMINISTRATIVE CLAIM means a Claim for costs and expenses of administration of the Chapter 11 Cases Allowed under [section 503\(b\)](#) or [1114\(e\)\(2\) of the Bankruptcy Code](#) and entitled to priority pursuant to [section 507\(a\)\(1\) of the Bankruptcy Code](#), including, but not limited to: (a) any actual and necessary costs and expenses incurred after the Petition Date of preserving the Debtors' Estates and operating their businesses (such as wages, salaries, commissions for services and payments for inventories, leased equipment and premises) and Claims of governmental units for taxes (including tax audit Claims related to tax years commencing after the Petition Date, but excluding Claims relating to tax periods, or portions thereof, ending on or before the Petition Date); (b) compensation for legal, financial, advisory, accounting and other services and reimbursement of expenses Allowed by the Bankruptcy Court under [section 330, 331 or 503\(b\) of the Bankruptcy Code](#) to the extent incurred prior to the Effective Date; (c) all fees and charges assessed against the Debtors' Estates under [section 1930, Chapter 123 of Title 28, United States Code](#); and (d) all Allowed Claims that are entitled to be treated as Administrative Claims pursuant to a Final Order entered under [section 546\(c\)\(2\)\(A\) of the Bankruptcy Code](#).

1.4 ALAMOSA means, collectively, Parent and all of its subsidiaries and affiliates.

1.5 ALAMOSA DELAWARE means Alamosa (Delaware), Inc., a Delaware corporation.

1.6 ALLOWED means, with respect to a Claim or Interest within a particular Class, an Allowed Claim or Allowed Interest of the type described in such Class.

1.7 ALLOWED CLAIM means any Claim against any Debtor, which is listed by such Debtor in its books and records as liquidated in amount and not disputed or contingent; provided, however, that to the extent that a Claim is a Disputed Claim, the determination of whether such Claim shall be Allowed and/or the amount of any such Claim shall be determined, resolved, or adjudicated, as the case may be, in the manner in which such Claim would have been determined, resolved, or adjudicated if the Chapter 11 Cases had

not been commenced; provided further, however, that the Reorganized Debtors, in their discretion may bring an objection or motion or other pleading before the Bankruptcy Court with respect to a Disputed Claim for resolution; and provided further, however, that, except as otherwise may be ordered by the Bankruptcy Court, proofs of Claim need not and should not be filed in the Bankruptcy Court with respect to any Claims. An Allowed Claim (a) includes a Disputed Claim to the extent such Disputed Claim becomes Allowed after the Effective Date and (b) shall be net of any valid setoff exercised with respect to such Claim under the provisions of the Bankruptcy Code and applicable law. Unless otherwise specified herein, in [section 506\(b\) of the Bankruptcy Code](#), or in any order of the Bankruptcy Court, "Allowed Claim" shall not, for purposes of distributions under the Plan, include prepetition Claims, interest on such Claim, or Claims accruing from or after the Petition Date. In addition, a Claim is an Allowed Claim if it is deemed Allowed by the provisions of this Plan.

1.8 ALLOWED INTEREST means an Interest in any Debtor that (a) is (i) registered as of the Distribution Record Date in a stock register maintained by or on behalf of such Debtor or (ii) listed by such Debtor in its books and records as liquidated in an amount and not disputed or contingent and (b) is not a Disputed Interest; and provided, however, that to the extent an Interest is a Disputed Interest, the determination of whether such Interest shall be Allowed and/or the amount of any such Interest shall be determined, resolved, or adjudicated, as the case may be, in the manner in which such Interest would have been determined, resolved, or adjudicated if the Chapter 11 Cases had not been commenced; and provided further, however, that, except as otherwise may be ordered by the Bankruptcy Court, proofs of Interest need not and should not be filed in the Bankruptcy Court with respect to any Interests; and provided further, however, that the Reorganized Debtors, in their discretion, may bring an objection or motion or other pleading with respect to a Disputed Interest before the Bankruptcy Court for resolution. In addition, an Interest is an Allowed Interest if it is deemed Allowed by the provisions of this Plan.

1.9 APCSH means Alamosa PCS Holdings, Inc., a Delaware corporation.

1.10 BALLOT means each of the ballot forms distributed with the Disclosure Statement to each Holder of an Impaired Claim or Impaired Interest entitled to vote under Article V hereof in connection with the solicitation of acceptances of the Plan, for purposes of indicating acceptance or rejection of the Plan.

1.11 BANK AGENTS means the agents under the Credit Agreement.

1.12 BANKRUPTCY CODE means the Bankruptcy Reform Act of 1978, as codified in Title 11 of the United States Code, 11 U.S.C. Section Section 101- 1330, as now in effect or hereafter amended and as applicable to these Chapter 11 Cases.

1.13 BANKRUPTCY COURT means the United States District Court having jurisdiction over the Chapter 11 Cases and, to the extent any reference is made pursuant to [section 157 of Title 28 of the United States Code](#) or the General Order of the District Court pursuant to [section 151 of Title 28 of the United States Code](#), the bankruptcy unit of such United States District Court.

1.14 BANKRUPTCY RULES means, collectively, the Federal Rules of Bankruptcy Procedure promulgated under [section 2075 of Title 28 of the United States Code](#) and the Official Bankruptcy Forms, the Federal Rules of Civil Procedure, as applicable to the Chapter 11 Cases or proceedings therein, and the Local Rules of the Bankruptcy Court, all as now in effect or hereafter amended, and as applicable to the Chapter 11 Cases.

1.15 BENEFICIAL OWNER BALLOT means the Ballot provided to a Holder of Existing Notes in the Holder's own name, but not the registered or record Holder of such Existing Notes.

1.16 BUSINESS DAY means any day, excluding Saturdays, Sundays or "legal holidays" (as defined in Bankruptcy Rule 9006(a)) on which commercial banks are open for business in New York, New York.

1.17 CASH means legal tender of the United States of America and equivalents thereof.

1.18 CHAPTER 11 CASE(S) means, individually, the case under Chapter 11 of the Bankruptcy Code commenced by any Debtor in the Bankruptcy Court and, collectively, the jointly administered cases of the Debtors under Chapter 11 of the Bankruptcy Code.

1.19 CLAIM means a claim against any Debtor, whether or not asserted, as defined in [section 101\(5\) of the Bankruptcy Code](#).

1.20 CLASS means a category of Holders of Claims or Interests, as described in Article II of this Plan.

1.21 COMMITTEE means the official committee of unsecured creditors appointed in the Chapter 11 Cases pursuant to [section 1102\(a\) of the Bankruptcy Code](#), if such committee is appointed and as such committee may be re-constituted from time to time.

1.22 COMMON STOCK means that certain Class A Common Stock of Parent authorized and issued as of the Petition Date.

1.23 CONFIRMATION means entry by the Bankruptcy Court of the Confirmation Order.

1.24 CONFIRMATION DATE means the date on which the Clerk of the Bankruptcy Court enters the Confirmation Order on the docket of the Bankruptcy Court.

1.25 CONFIRMATION HEARING means the hearing held by the Bankruptcy Court pursuant to [section 1128\(a\) of the Bankruptcy Code](#), to consider confirmation of the Plan under [section 1129 of the Bankruptcy Code](#), as such hearing may be adjourned or continued from time to time.

1.26 CONFIRMATION ORDER means the order of the Bankruptcy Court confirming the Plan under [section 1129 of the Bankruptcy Code](#).

1.27 CREDIT AGREEMENT means that certain Amended and Restated Credit Agreement, dated as of February 14, 2001, as amended and restated as of March 30, 2001, among Parent, Alamosa Delaware, Alamosa Holdings, LLC and those entities identified therein as "Lenders" thereto, as amended, including the amendments dated as of

September 3, 2003, which are subject to consummation of this Plan.

1.28 CVR AGREEMENT means the agreement establishing the CVRs.

1.29 CVRS means, collectively, the Contingent Value Rights to be issued to Holders of Senior Note Claims and Senior Discount Note Claims under the Plan in partial satisfaction of their Claims and pursuant to the CVR Agreement.

1.30 DEBTOR(S) means, individually and collectively, Parent, APCSH, Alamosa Delaware, and the Subsidiary Guarantors, including in their capacities as debtors-in-possession under [sections 1107 and 1108 of the Bankruptcy Code](#) and, when appropriate, as post-confirmation entities reorganized under the Plan.

1.31 DISALLOWED CLAIM OR DISALLOWED INTEREST means any Claim against or Interest in any Debtor which has been disallowed, in whole or in part, by Final Order of the Bankruptcy Court, or which has been withdrawn, in whole or in part, by the Holder thereof.

1.32 DISBURSING AGENT means Reorganized Parent, or any party designated by Reorganized Parent, in its sole discretion, to serve as a disbursing agent under the Plan.

1.33 DISCLOSURE STATEMENT means the Combined Offering Circular, Consent Solicitation And Disclosure Statement Soliciting Acceptances Of A Prepackaged Plan Of Reorganization that relates to this Plan, combined with any other written disclosure made by the Debtors, as amended, supplemented, or modified from time to time, and that is prepared and distributed in accordance with [section 1125 of the Bankruptcy Code](#) and Rule 3018 of the Bankruptcy Rules.

1.34 DISPUTED CLAIM OR DISPUTED INTEREST means any Claim against or Interest in a Debtor, or any portion thereof, that is not an Allowed Claim or Interest or a Disallowed Claim or Interest, as the case may be.

1.35 DISTRIBUTION DATE means the date, occurring on or as soon as practicable after the Effective Date, upon which the Disbursing Agent first makes distributions to Holders of Allowed Claims and Allowed Interests as provided in Article VI hereof.

1.36 DISTRIBUTION RECORD DATE means the record date for purposes of making distributions under the Plan on account of or in exchange for Allowed Claims and Allowed Interests, which date shall be designated in an order of the Bankruptcy Court or shall be the third (3rd) Business Day after the Confirmation Date.

1.37 EFFECTIVE DATE means the Business Day the Plan becomes effective as provided in Article IX hereof.

1.38 ESTATE(S) means the estate(s) of any of the Debtors in the Chapter 11 Cases created under [section 541 of the Bankruptcy Code](#).

1.39 EXISTING NOTES means, individually and collectively, the Senior Notes and the Senior Discount Notes.

1.40 EXISTING NOTES CLAIM means a Claim arising from an Existing Note.

1.41 EXISTING NOTES TRUSTEE means the respective indenture trustees for each series of the Existing Notes.

1.42 FILE, FILED OR FILING means file, filed or filing with the Bankruptcy Court or its authorized designee in the Chapter 11 Cases.

1.43 FINAL ORDER means an order or judgment, the operation or effect of which has not been stayed, reversed, or amended and as to which order or judgment (or any revision, modification, or amendment thereof) the time to appeal or seek review or rehearing has expired and as to which no appeal or petition for review or rehearing was filed or, if filed, remains pending.

1.44 GENERAL UNSECURED CLAIM means a prepetition unsecured Claim that is not entitled to priority under [section 507 of the Bankruptcy Code](#), including all Intercompany Claims but excluding a Senior Note Claim and a Senior Discount Note Claim.

1.45 HOLDER means an entity holding a Claim or Interest and, with respect to the Senior Notes and the Senior

Discount Notes, the beneficial holder as of the applicable Voting Record Date or any authorized agent who has completed and executed a Ballot or on whose behalf a Master Ballot has been completed and executed in accordance with the voting instructions.

1.46 IMPAIRED means, when used with reference to a Claim or Interest, a Claim or Interest that is impaired within the meaning of [section 1124 of the Bankruptcy Code](#).

1.47 INDENTURE(S) means, individually and collectively, the indentures under which the Senior Notes and the Senior Discount Notes were issued, as such indentures are or have been amended or supplemented from time to time in accordance with the terms thereof.

1.48 INTERCOMPANY CLAIM means, collectively, any Claim held by a Debtor or subsidiary of a Debtor against another Debtor or subsidiary or affiliate of a Debtor as of the Effective Date, including, without limitation, (a) any account reflecting intercompany book entries by such party with respect to another such party, (b) any such Claim not reflected in such book entries that is held by such party against another such party, and (c) any derivative Claim asserted by or on behalf of such party against another such party.

1.49 INTEREST means the legal, equitable, contractual, and other rights of any Person with respect to ownership interests, common stock, membership interests, or partnership interests in any Debtor, including, without limitation, any rights represented by any issued and outstanding instrument evidencing an ownership interest in a Debtor, whether or not transferable, and any option, warrant, or right, contractual or otherwise, to purchase, sell, subscribe for, or otherwise acquire or receive any such interest, including but not limited to Common Stock and (a) conversion, exchange, voting participation, and dividend rights, (b) stock options, warrants, and put rights, and (c) share appreciation rights with respect to the Common Stock.

1.50 LIEN means a charge against or interest in property to secure payment of a debt or performance of an obligation.

1.51 LITIGATION CLAIMS means the claims, rights of action, suits or proceedings, whether in law or in equity, whether known or unknown, that the Debtors or their Estates may hold against any Person.

1.52 MASTER BALLOT means the Ballot provided to a bank, brokerage firm or other nominee, or any agent or proxy Holder thereof, holding Existing Notes in its own name on behalf of a beneficial owner, or any agent thereof.

1.53 NEW NOTES means, collectively, the New Senior Notes and the New Senior Discount Notes.

1.54 NEW SENIOR DISCOUNT NOTES means approximately \$193.8 million of new senior discount notes (equal to 65% of the accreted amount of Senior Discount Notes as of the Effective Date) to be issued under the Plan by Alamosa Delaware to Holders of Senior Discount Notes in partial satisfaction of their Senior Discount Note Claims.

1.55 NEW SENIOR NOTES means \$260 million of new senior notes to be issued under the Plan by Alamosa Delaware to Holders of Senior Notes in partial satisfaction of their Senior Note Claims.

1.56 NOTEHOLDER COMMITTEE means the prepetition ad hoc committee of holders of the Existing Notes who represent approximately 45% of the Existing Notes and are parties to the Plan Support Agreement.

1.57 NOTEHOLDER COMMITTEE ADVISORS means Chanin Capital Partners LLC as financial advisors and Paul, Weiss, Rifkind, Wharton & Garrison LLP as legal advisors to the Noteholder Committee.

1.58 OTHER PRIORITY CLAIM means a Claim entitled to priority under [section 507\(a\) of the Bankruptcy Code](#) other than a Priority Tax Claim or an Administrative Claim.

1.59 OTHER SECURED CLAIM means a Claim, other than a Senior Secured Lender Claim, that is secured by a lien on property in which one or more of the Debtors' Estates has an interest or that is subject to setoff under [sec-](#)

[tion 553 of the Bankruptcy Code](#), to the extent of the value of the Claim Holder's interest in the Estate's interest in such property or to the extent of the amount subject to setoff, as applicable, as determined pursuant to [section 506\(a\) of the Bankruptcy Code](#) or, in the case of setoff, pursuant to [section 553 of the Bankruptcy Code](#).

1.60 PARENT means Alamosa Holdings, Inc., a Delaware corporation.

1.61 PERSON means an individual, corporation, partnership, joint venture, association, joint stock company, limited liability company, limited liability partnership, trust, trustee, United States Trustee, estate, unincorporated organization, government, governmental unit (as defined in the Bankruptcy Code), agency, or political subdivision thereof, or other entity.

1.62 PETITION DATE means the date on which the Debtors file their Petitions for relief commencing the Chapter 11 Cases.

1.63 PLAN means this Chapter 11 joint prepackaged plan of reorganization, including the Plan Supplement and all supplements, appendices and schedules thereto, either in its present form or as the same may be altered, amended or modified from time to time.

1.64 PLAN DOCUMENTS means the documents to be executed in connection with consummation of the Plan, including, without limitation, the indentures for the New Notes, the Preferred Stock and CVR Agreement.

1.65 PLAN SUPPLEMENT means the compilation of documents and form of documents specified in the Plan (including any exhibits to the Plan) to be filed as set forth in Article XII hereof.

1.66 PLAN SUPPORT AGREEMENT means that certain agreement dated on or about September 11, 2003, wherein certain Holders of Existing Notes have agreed to vote in favor of this Plan.

1.67 PREFERRED STOCK means the Series B Convertible Preferred Stock to be issued under the Plan to Holders of Senior Note Claims and Senior Discount Note Claims in partial satisfaction of their Claims.

1.68 PREFERRED UNITS means the Units (each to consist of one share of Preferred Stock and 73.61 CVRs) to be issued under the Plan to Holders of Senior Note Claims and Senior Discount Note Claims in partial satisfaction of their Claims.

1.69 PRIORITY TAX CLAIM means a Claim that is entitled to priority under [sections 502\(i\) or 507\(a\)\(8\) of the Bankruptcy Code](#).

1.70 PROFESSIONAL means (a) any professional employed in the Chapter 11 Cases pursuant to [section 327 or 1103 of the Bankruptcy Code](#) or otherwise and (b) any professional or other entity seeking compensation or reimbursement of expenses in connection with the Chapter 11 Cases pursuant to [section 503\(b\)\(4\) of the Bankruptcy Code](#).

1.71 PROFESSIONAL FEE CLAIM means a Claim of a Professional for compensation for services rendered, and/or reimbursement of costs and expenses incurred, after the Petition Date and prior to and including the Confirmation Date.

1.72 REINSTATE, REINSTATED OR REINSTATEMENT means (i) leaving unaltered the legal, equitable, and contractual rights to which a Claim or Interest entitles the Holder of such Claim or Interest so as to leave such Claim or Interest unimpaired in accordance with [section 1124 of the Bankruptcy Code](#) or (ii) notwithstanding any contractual provision or applicable law that entitles the Holder of such Claim or Interest to demand or receive accelerated payment of such Claim or Interest after the occurrence of a default, (a) curing any such default that occurred before or after the Petition Date, other than a default of a kind specified in [section 365\(b\)\(2\) of the Bankruptcy Code](#); (b) reinstating the maturity of such Claim or Interest as such maturity existed before such default; (c) compensating the Holder of such Claim or Interest for any damages incurred as a result of any reasonable reliance by such Holder on such contractual provision or such applicable law; and (d) not otherwise altering the legal, equitable, or contractual rights to which such Claim or Interest entitles the Holder of such Claim or Interest; provided, however, that any contractual right that does not pertain to the payment when due of principal and interest on the ob-

ligation on which such Claim or Interest is based, including, but not limited to, financial covenant ratios, negative pledge covenants, covenants or restrictions on merger or consolidation, and affirmative covenants regarding corporate existence, prohibiting certain transactions or actions contemplated by the Plan, or conditioning such transactions or actions on certain factors, shall not be required to be reinstated in order to accomplish Reinstatement.

1.73 REORGANIZED means the identified entity on and after the Effective Date.

1.74 SECURITIES ACT means the Securities Act of 1933, 15 U.S.C. Section Section 77c-77aa, as amended from time to time and any successor statutes.

1.75 SENIOR DISCOUNT NOTE CLAIM means, a Claim of a Holder of Senior Discount Notes arising under or as a result of the Senior Discount Notes Indenture based upon the accreted amount of such obligation as of the date measured.

1.76 SENIOR DISCOUNT NOTES means those certain 12.875% Senior Discount Notes due 2010 issued by Alamosa Delaware and guaranteed by the Subsidiary Guarantors and Parent under that certain Indenture dated as of February 1, 2000, as amended.

1.77 SENIOR DISCOUNT NOTES TRUSTEE means the indenture trustee for the Senior Discount Notes.

1.78 SENIOR NOTE CLAIM means, a Claim of a Holder of Senior Notes arising under or as a result of the applicable Senior Notes Indenture.

1.79 SENIOR NOTES means, collectively, the 12.5% Senior Notes and the 13.625% Senior Notes.

1.80 SENIOR NOTES TRUSTEE means the respective indenture trustees for each series of the Senior Notes.

1.81 SENIOR SECURED LENDERS means, individually and collectively, the "Lenders" under the Credit Agreement as of the Petition Date.

1.82 SENIOR SECURED LENDER CLAIM means a Claim of a Senior Secured Lender that arises under the Credit Agreement.

1.83 SOLICITATION AGENT means Wells Fargo Bank Minnesota, N.A., in its capacity as information, balloting, voting and noticing agent for the Debtors.

1.84 SPRINT AGREEMENTS means the Management Agreements and Services Agreements between Sprint Spectrum L.P. and certain subsidiaries of Parent, which govern the relationship between the parties, as amended or modified.

1.85 SUBSIDIARY GUARANTORS means, collectively, the Debtors, other than Parent, APCSH and Alamosa Delaware, each of which have guaranteed the obligations of Alamosa Delaware under each of the Indentures related to the Existing Notes.

1.86 UNIMPAIRED CLAIM means a Claim that is not Impaired under the Plan.

1.87 VOTING DEADLINE means October 10, 2003.

1.88 VOTING RECORD DATE means August 29, 2003.

C. RULES OF INTERPRETATION

1. General

For purposes of the Plan, (a) any reference in the Plan to a contract, instrument, release, indenture, or other agreement or document as being in a particular form or on particular terms and conditions means that such document shall be substantially in such form or substantially on such terms and conditions, (b) any reference in the Plan to an existing document or exhibit filed or to be filed means such document or exhibit as it may have been or may be amended, modified, or supplemented, (c) unless otherwise specified, all references in the Plan to sections, Articles, schedules, and exhibits are references to sections, Articles, schedules, and exhibits of or to the Plan, (d) the words "herein" and "hereto" refer to the Plan in its entirety rather than to a particular portion of the Plan, (e) captions and

headings to Articles and sections are inserted for convenience of reference only and are not intended to be a part of or to affect the interpretation of the Plan, and (f) the rules of construction set forth in [section 102 of the Bankruptcy Code](#) and in the Bankruptcy Rules shall apply.

2. "Including"

As used in this Plan, "including" means "including without limitation."

3. "On"

With reference to any distribution under the Plan, "on" a date means on or as soon as reasonably practicable after that date.

4. "Contra Proferentum" Rule Not Applicable

This Plan is the product of extensive discussions and negotiations between and among, inter alia, Alamosa, and certain Holders of Existing Notes. Each of the foregoing was represented by counsel who either participated in the formulation and documentation of, or was afforded the opportunity to review and provide comments on, the Plan, the Disclosure Statement, and the documents ancillary thereto. Accordingly, the general rule of contract construction known as "contra proferentum" shall not apply to the interpretation of any provision of this Plan, the Disclosure Statement, or any agreement or document generated in connection herewith.

D. COMPUTATION OF TIME

In computing any period of time prescribed or allowed by the Plan, the provisions of Bankruptcy Rule 9006(a) shall apply.

ARTICLE II CLASSIFICATION OF CLAIMS AND INTERESTS

All Claims and Interests, except Administrative Claims and Priority Tax Claims, are placed in the Classes set forth below. The Plan does not provide for substantive consolidation of the Debtors' Estates. In accordance with [section 1123\(a\)\(1\) of the Bankruptcy Code](#), Administrative Claims and Priority Tax Claims, as described below, have not been classified and holders of such Claims are not entitled to vote on the Plan. A Claim or Interest is placed in a particular Class only to the extent that the Claim or Interest falls within the description of that Class and is classified in other Classes to the extent that any portion of the Claim or Interest falls within the description of such other Classes. A Claim or Interest is also placed in a particular Class for the purpose of receiving distributions pursuant to the Plan only to the extent that such Claim or Interest is an Allowed Claim or Interest in that Class and such Claim or Interest has not been paid, released or otherwise settled prior to the Effective Date.

Each Class of Claims and Interests consists of sub-Classes of all such claims against or Interests in a single Debtor for all purposes under the Bankruptcy Code and the Plan, including for voting purposes, and each Class includes all such Claims against or Interests in all Debtors.

2.1 UNCLASSIFIED CLAIMS (NOT ENTITLED TO VOTE ON THE PLAN).

(a) Administrative Claims.

(b) Priority Tax Claims.

2.2 UNIMPAIRED CLASSES OF CLAIMS (DEEMED TO HAVE ACCEPTED THE PLAN AND, THEREFORE, NOT ENTITLED TO VOTE ON THE PLAN).

(a) Class 1: Class 1 consists of all Senior Secured Lender Claims.

(b) Class 2: Class 2 consists of all Other Secured Claims.

(c) Class 3: Class 3 consists of all Other Priority Claims.

(d) Class 6: Class 6 consists of all General Unsecured Claims.

2.3 IMPAIRED CLASSES OF CLAIMS (CLASSES 4 AND 5 ARE ENTITLED TO VOTE ON THE PLAN).

(a) Class 4: Class 4 consists of all Senior Note Claims.

(b) Class 5: Class 5 consists of all Senior Discount Note Claims.

2.4 UNIMPAIRED CLASS OF INTERESTS (DEEMED TO HAVE ACCEPTED THE PLAN AND, THEREFORE, NOT ENTITLED TO VOTE ON THE PLAN).

(a) Class 7: Class 7 consists of all Interests.

ARTICLE III TREATMENT OF CLAIMS AND INTERESTS

3.1 UNCLASSIFIED CLAIMS.

(a) Administrative Claims.

The legal and equitable rights of the Holders of Administrative Claims against each of the Debtors are Unimpaired by the Plan. Subject to the provisions of [sections 330\(a\), 331](#) and [503\(b\) of the Bankruptcy Code](#), each holder of an Administrative Claim shall receive in full satisfaction, settlement, release and discharge of and in exchange for such Allowed Administrative Claim, at the election of the respective Debtor, (a) Cash, in such amounts as are incurred in the ordinary course of business by such Debtors, or in such amounts as such Administrative Claim is Allowed by the Bankruptcy Court upon the later of the Effective Date or the date upon which there is a Final Order allowing such Administrative Claim, (b) upon such other terms as may exist in the ordinary course of such Debtor's business or (c) upon such other less favorable terms as may be agreed upon between the Holder of such Administrative Claim and such Debtor.

(b) Priority Tax Claims.

The legal and equitable rights of the Holders of Priority Tax Claims are Unimpaired by the Plan. On, or as soon as reasonably practicable after the later of (i) the Distribution Date if such Priority Tax Claim is an Allowed Priority Tax Claim as of the Effective Date or (ii) the date on which such Priority Tax Claim becomes an Allowed Priority Tax Claim, each Holder of an Allowed Priority Tax Claim shall receive in full satisfaction, settlement, release and discharge of, and in exchange for such Allowed Priority Tax Claim, at the election of the respective Debtor, (a) Cash, equal to the unpaid portion of such Allowed Priority Tax Claim, (b) such other treatment as to which such Debtor or such Reorganized Debtor and the Holder of such Allowed Priority Tax Claim shall have agreed upon in writing, or (c) such other treatment required to Reinstate such Allowed Priority Tax Claim; provided, however, that such Debtor reserves the right to pay any Allowed Priority Tax Claim, or any remaining balance of any Allowed Priority Tax Claim, in full at any time on or after the Distribution Date without premium or penalty; provided, further, that no holder of an Allowed Priority Tax Claim shall be entitled to any payments on account of interest accruing or penalty arising after the Petition Date with respect to or in connection with such Allowed Priority Tax Claim; provided, further, any Allowed Priority Tax Claim not due and owing on the Effective Date will be paid in accordance with this section when such Allowed Priority Tax Claim becomes due and owing.

3.2 UNIMPAIRED CLASSES OF CLAIMS.

(a) Class 1: Senior Secured Lender Claims.

The Senior Secured Lender Claims are Allowed Claims under the Plan to the full extent of the Senior Secured Lenders' rights and entitlements, fixed or contingent, under the Credit Agreement, including the amount of all principal and accrued interest payable from time to time under the Credit Agreement and all current and future rights and entitlements of the Senior Secured Lenders in respect of letters of credit issued thereunder. The legal, equitable and contractual rights of the Holders of Allowed Senior Secured Lender Claims are Unimpaired. Without limiting the generality of the foregoing, the Senior Secured Lender Claims shall not be discharged and shall be Reinstated on the Effective Date, and all of the obligations and duties of each of the Debtors under the Credit Agreement are deemed assumed as of the Effective Date by the Debtors, and the Credit Agreement shall be enforceable against each of the Debtors in accordance with its terms.

(b) Class 2: Other Secured Claims.

The legal, equitable and contractual rights of the Holders of Allowed Other Secured Claims are Unimpaired by the Plan and all such Claims shall be Reinstated on the Effective Date.

(c) Class 3.

Other Priority Claims. The legal, equitable and contractual rights of the Holders of Allowed Other Priority Claims are Unimpaired by the Plan and all such Claims shall be Reinstated on the Effective Date.

(d) Class 6: General Unsecured Claims.

The legal, equitable and contractual rights of the Holders of General Unsecured Claims are Unimpaired by the Plan and all such Claims shall be Reinstated on the Effective Date.

3.3 IMPAIRED CLASSES OF CLAIMS.

(a) Class 4: Senior Note Claims.

On or as soon as reasonably practicable after the Effective Date, each Holder of Senior Notes as of the Distribution Record Date shall receive, in full satisfaction, release, and discharge of its Allowed Senior Note Claims against all Debtors arising under such Senior Notes shall receive for each \$1,000 principal amount of such Senior Notes, (i) \$650 of New Senior Notes, (ii) one (1) Preferred Unit, and (iii) its pro rata share, in Cash, of any accrued and unpaid interest due, up to the Effective Date, on the Senior Notes.

(b) Class 5: Senior Discount Note Claims.

On or as soon as reasonably practicable after the Effective Date, each Holder of Senior Discount Notes as of the Distribution Record Date shall receive, in full satisfaction, release, and discharge of its Allowed Senior Discount Note Claims against all Debtors arising under such Senior Discount Notes shall receive, for each \$1,000 accreted amount of such Senior Discount Notes as of the Effective Date, (i) \$650 original issue amount of New Senior Discount Notes, and (ii) one (1) Preferred Unit.

3.4 UNIMPAIRED CLASS OF INTERESTS.

(a) Class 7: Interests.

The legal, equitable and contractual rights of the Holders of Allowed Interests in each of the Debtors are Unimpaired by the Plan and all such Interests will be Reinstated on the Effective Date.

3.5 SPECIAL PROVISION REGARDING UNIMPAIRED CLAIMS AND UNIMPAIRED INTERESTS.

Except as otherwise provided in the Plan, the Confirmation Order, any other order of the Bankruptcy Court, or any document or agreement enforceable pursuant to the terms of the Plan, nothing shall affect the Debtors' or Reorganized Debtors' rights and defenses, both legal and equitable, with respect to any Unimpaired Claims and Unimpaired Interests, including, but not limited to, all rights with respect to legal and equitable defenses to setoff or recoupment against Unimpaired Claims and Unimpaired Interests under applicable bankruptcy, state or other laws.

3.6 ALLOWED CLAIMS AND INTERESTS.

Notwithstanding any provision herein to the contrary, the Disbursing Agent shall make distributions only to Holders of Allowed Claims and Interests. No Holder of a Disputed Claim or Interest shall receive any distribution on account thereof until and to the extent that its Disputed Claim or Interest becomes an Allowed Claim or Interest. The presence of a Disputed Claim or Interest in any Class shall not be a cause to delay distribution to Allowed Claims or Interests in that Class or in any junior Classes.

3.7 ALTERNATIVE TREATMENT.

Notwithstanding any provision to the contrary contained in this Plan, any Holder of an Allowed Claim or Interest may receive, in lieu of the distribution or treatment to which it is entitled under this Plan, any other distribution or treatment to which it and the applicable Debtor may agree in writing.

3.8 POSTPETITION INTEREST.

In accordance with [section 502\(b\)\(2\) of the Bankruptcy Code](#), the amount of all Claims against the Debtors shall be calculated as of the Petition Date. Except as otherwise explicitly provided in this Plan or in an order of the Bankruptcy Court, no Holder of an Allowed Claim (other than Senior Secured Lender Claims as provided in the Credit Agreement) shall be entitled to postpetition interest or the payment by the Debtors or Reorganized Debtors of postpetition interest on account of such Claim for any purpose; provided, however, that Holders of Unimpaired Claims shall be entitled to postpetition interest to the extent required by applicable law.

ARTICLE IV MEANS FOR IMPLEMENTATION OF THE PLAN

4.1 CONTINUED CORPORATE EXISTENCE AND VESTING OF ASSETS IN THE REORGANIZED DEBTORS.

After the Effective Date, the Reorganized Debtors shall continue to exist as separate corporate or other business entities, in accordance with the applicable law in the respective jurisdictions in which they are incorporated or formed and pursuant to their respective certificates or articles of incorporation and by-laws or other governing documents in effect prior to the Effective Date, except to the extent such certificates or articles of incorporation and by-laws or other governing documents are amended and restated under the Plan. Except as otherwise provided in the Plan, on and after the Effective Date, all property of each of the Debtors' respective Estates, including all claims, rights and causes of action and any property acquired by the Debtors or the Reorganized Debtors under or in connection with the Plan, shall vest in the respective Reorganized Debtors free and clear of all Claims, liens, charges, other encumbrances and interests except with respect to Claims that are Unimpaired under the Plan. On and after the Effective Date, the Reorganized Debtors may operate their businesses and may use, acquire and dispose of property and compromise or settle any Claims without supervision of or approval by the Bankruptcy Court and free and clear of any restrictions of the Bankruptcy Code or the Bankruptcy Rules other than restrictions expressly imposed by the Plan or the Confirmation Order. Without limiting the foregoing, the Reorganized Debtors may pay the charges that they incur on or after the Confirmation Date for Professionals' fees, disbursements, expenses or related support services without application to the Bankruptcy Court.

4.2 CORPORATE GOVERNANCE, DIRECTORS, MANAGERS AND OFFICERS, AND CORPORATE ACTION.

(a) Certificate of Incorporation and By-laws.

The certificates or articles of incorporation and by-laws or other governing documents of each of the Debtors shall be amended as necessary to satisfy the provisions of the Plan and the Bankruptcy Code, and shall include, among other things, (i) pursuant to [section 1123\(a\)\(6\) of the Bankruptcy Code](#), a provision prohibiting the issuance of non-voting equity securities, but only to the extent required by [section 1123\(a\)\(6\) of the Bankruptcy Code](#); and (ii) a provision authorizing the distributions to be made pursuant to the Plan. After the Effective Date, the Reorganized Debtors may amend and restate their respective amended certificates or articles of incorporation and by-laws or other governing documents as permitted by applicable law.

(b) Directors, Managers and Officers of the Reorganized Debtors.

Subject to any requirement of Bankruptcy Court approval pursuant to [section 1129\(a\)\(5\) of the Bankruptcy Code](#), as of the Effective Date, the initial officers, directors and managers of the respective Reorganized Debtors shall be the officers, dir-

ectors and managers of the respective Debtors immediately prior to the Effective Date. Each such director, manager and officer shall serve from and after the Effective Date pursuant to the terms of the relevant certificates or articles of incorporation and by-laws or other governing documents of each of the Reorganized Debtors, and applicable law.

(c) Corporate Action.

The entry of the Confirmation Order shall constitute authorization of the adoption of any contemplated amendments to the applicable certificates of incorporation or similar

constituent documents, the selection of directors or managers and officers for each of the Reorganized Debtors, and all other actions contemplated by the Plan. All matters provided for in the Plan involving the corporate structure of each of the Reorganized Debtors, and any corporate action required by each of the Debtors in connection with the Plan, shall be deemed to have occurred and shall be in effect without any requirement of further action by the security Holders or directors or managers of each of the Reorganized Debtors. On the Effective Date, the appropriate officers of each of the Reorganized Debtors and the directors or managers of each of the Reorganized Debtors shall be authorized and directed to issue, execute and deliver, the agreements, documents, securities and instruments contemplated by the Plan, including the New Notes and the Preferred Units, in the name of and on behalf of each of the Reorganized Debtors.

4.3 ISSUANCE OF NEW NOTES AND PREFERRED UNITS.

On or as soon as reasonably practicable after the Effective Date, the Reorganized Debtors shall, in accordance with the terms of the Plan, issue and exchange, as necessary, for the benefit of Holders of Existing Note Claims, such New Notes and Preferred Units as are required by the Plan. The issuance of the New Notes and Preferred Units shall be authorized without the need for any further corporate action.

4.4 CANCELLATION OF EXISTING NOTES.

On the Effective Date, except as otherwise provided for herein, (i) the Existing Notes and any other notes, bonds (with the exception of surety bonds outstanding), Indentures or other instruments or documents evidencing or creating any indebtedness or obligations of Debtors, except such notes or other instruments evidencing indebtedness or obligations of the Debtors that are Unimpaired, Reinstated, or amended and restated under the Plan, shall be cancelled and of no further force or effect without any further action of the Bankruptcy Court or any Person, and (ii) the obligations of the Debtors under any agreements, Indentures or certificates of designation governing the Existing Notes and any other notes, bonds, indentures or other instruments or documents evidencing or creating any indebtedness or obligations of the Debtors, except such notes or other instruments evidencing indebtedness or obligations of the Debtors that are Unimpaired, Reinstated or amended and restated under the Plan, as the case may be, shall be discharged; provided, however, that each Indenture or other agreement that governs the rights of Existing Notes Claims shall continue in effect solely for the purpose of allowing the Existing Notes Trustee to make distributions on account of such Claims under the Plan.

4.5 EFFECTUATING DOCUMENTS AND FURTHER TRANSACTIONS.

Each of the Debtors or the Reorganized Debtors, as appropriate, is authorized to and, on or prior to the Effective Date, shall execute, deliver, file or record such contracts, instruments, releases and other agreements or documents and take such actions as may be necessary or appropriate to effectuate, implement and further evidence the terms and conditions of the Plan and any notes or securities issued pursuant to the Plan.

4.6 SOURCES OF CASH FOR PLAN DISTRIBUTIONS.

Except as otherwise provided in the Plan or the Confirmation Order, all Cash necessary for the Reorganized Debtors to make payments pursuant to the Plan shall be obtained from existing Cash balances.

4.7 EXEMPTION FROM CERTAIN TAXES.

Pursuant to [section 1146\(c\) of the Bankruptcy Code, \(a\)](#) the issuance, transfer or exchange of notes or equity securities under the Plan; (b) the creation of any mortgage, deed of trust, lien, pledge or other security interest; (c) the making or assignment of any lease or sublease; or (d) the making or delivery of any deed or other instrument of transfer under, in furtherance of, or in connection with, the Plan, including, without limitation, any merger agreements; agreements of consolidation, restructuring, disposition, liquidation or dissolution; deeds; bills of sale; and transfers of tangible property, shall not be subject to any stamp tax, recording tax, personal property tax, real estate transfer tax, sales or use tax or other similar tax. Any transfers from any of the Debtors to any of the Reorganized Debtors or otherwise pursuant to the Plan shall not be subject to any such taxes, and the Confirmation Order shall direct the appropriate state or local governmental officials or agents to forego 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. Unless the Bankruptcy Court orders otherwise, any of the foregoing transactions taken on or prior to the Effective Date shall be deemed to have been in furtherance of, or in connection with, the Plan.

ARTICLE V ACCEPTANCE OR REJECTION OF THE PLAN

5.1 CLASSES ENTITLED TO VOTE.

Classes 4 and 5 are entitled to vote to accept or reject the Plan. By operation of law, each Unimpaired Class of Claims and Interests is deemed to have accepted the Plan and, therefore, is not entitled to vote to accept or reject the Plan. Classes 1, 2, 3, 6, and 7 are deemed to have accepted the Plan.

5.2 ACCEPTANCE BY IMPAIRED CLASSES.

An Impaired Class of Claims shall have accepted the Plan if (a) the Holders (other than any Holder designated under [section 1126\(e\) of the Bankruptcy Code](#)) of at least two-thirds in amount of the Allowed Claims actually voting in such Class have voted to accept the Plan and (b) the Holders (other than any Holder designated under [section 1126\(e\) of the Bankruptcy Code](#)) of more than one-half (1/2) in number of the Allowed Claims actually voting in such Class have voted to accept the Plan.

5.3 CRAMDOWN.

To the extent permitted by [section 1129\(b\) of the Bankruptcy Code](#), the Debtors will request Confirmation of the Plan, as it may be modified from time to time, under [section 1129\(b\) of the Bankruptcy Code](#) with respect to any Class which rejects, or is deemed to have rejected, the Plan.

ARTICLE VI PROVISIONS GOVERNING DISTRIBUTIONS

6.1 DISTRIBUTIONS FOR CLAIMS OR INTERESTS ALLOWED AS OF THE EFFECTIVE DATE.

Except as otherwise provided herein or as ordered by the Bankruptcy Court, distributions to be made on account of Claims or Interests that are Allowed as of the Effective Date shall be made on the Distribution Date or as soon thereafter as is practicable. Any distribution to be made pursuant to the Plan shall be deemed as having been made on the Effective Date if such distribution is made on the Effective Date or as soon thereafter as is practicable. Any payment or distribution required to be made under the Plan on a day other than a Business Day shall be made on the next succeeding Business Day. Distributions on account of Claims or Interests that first become Allowed Claims or Interests after the Effective Date shall be made pursuant to Article VII of the Plan. Notwithstanding the date on which any distribution of securities is made to a Holder of a Claim or Interest that is an Allowed Claim or Allowed Interest on the Effective Date, as of the date of the distribution, such Holder shall be deemed to have the rights of a Holder of such securities distributed as of the Effective Date.

6.2 DISTRIBUTIONS BY THE DISBURSING AGENT.

The Disbursing Agent shall make all distributions required to be distributed under the Plan. However, distributions on account of Existing Note Claims shall be made to the respective Existing Notes Trustee. The Reorganized Debtors may employ or contract with other entities to assist in or make the distributions required by the Plan.

6.3 DELIVERY OF DISTRIBUTIONS AND UNDELIVERABLE OR UNCLAIMED DISTRIBUTIONS.

(a) Delivery of Distributions in General.

Distributions to Holders of Allowed Claims and Allowed Interests shall be made at the addresses set forth in the Debtors' records or as otherwise available to the Debtors, the Bank Agents, the Existing Notes Trustees, or any other agent or servicer, unless such addresses are superseded by proofs of claim or transfers of claim filed pursuant to Bankruptcy Rule 3001.

(b) Undeliverable and Unclaimed Distributions.

(i) Holding of Undeliverable and Unclaimed Distributions.

If the distribution to any Holder of an Allowed Claim or Interest is returned to the Disbursing Agent as undeliverable or is otherwise unclaimed, no further distributions shall be made to such Holder unless and until the Disbursing Agent is notified in writing of such Holder's then current address.

(ii) After Distributions Become Deliverable.

The Disbursing Agent shall make all distributions that have become deliverable or have been claimed since the Distribution Date as soon as practicable after such distribution has become deliverable.

(iii) Failure to Claim Undeliverable Distributions.

Any Holder of an Allowed Claim or Interest that does not assert a claim pursuant to the Plan for an undeliverable or unclaimed distribution within one (1) year after the Effective Date shall be deemed to have forfeited its claim for such undeliverable or unclaimed distribution and shall be forever barred and enjoined from asserting any such claim for an undeliverable or unclaimed distribution against the Disbursing Agent, the Debtors or their Estates, the Reorganized Debtors, or their property. In such cases, any Cash for distribution on account of such claims for undeliverable or unclaimed distributions shall become the property of the Estates free of any restrictions thereon and notwithstanding any federal or state escheat laws to the contrary, subject to the liens of the Senior Secured Lenders. Any New Notes or Preferred Units held for distribution on account of such Claim or Interest shall be canceled and of no further force or effect. Nothing contained in the Plan shall require any Disbursing Agent, including, but not limited to, the Reorganized Debtors, to attempt to locate any Holder of an Allowed Claim or Interest.

6.4 RECORD DATE FOR DISTRIBUTIONS.

As of the close of business on the Distribution Record Date, the transfer register for the Existing Notes, as maintained by the Debtors, the Existing Notes Trustee, any other applicable trustee or their respective agents shall be closed and the transfer of such securities or any interest thereon prohibited. The Disbursing Agent will have no obligation to recognize the transfer of, or the sale of any participation in, any Allowed Claim or Interest that occurs after the close of business on the Distribution Record Date, and will be entitled for all purposes herein to recognize and distribute only to those Holders of Allowed Claims and Interests who are Holders of such Claims or Interest, or participants therein, as of the close of business on the Distribution Record Date. The Disbursing Agent and the Reorganized Debtors shall instead be entitled to recognize and deal for all purposes under the Plan with only those record Holders stated on any official register as of the close of business on the Distribution Record Date.

6.5 ALLOCATION OF PLAN DISTRIBUTIONS BETWEEN PRINCIPAL AND INTEREST.

To the extent that any Allowed Claim entitled to a distribution under the Plan is comprised of indebtedness and accrued

but unpaid interest thereon, such distribution shall, for federal income tax purposes, be allocated to the principal amount of the Claim first and then, to the extent the consideration exceeds the principal amount of the claim, to the portion of such Claim representing accrued but unpaid interest.

6.6 MEANS OF CASH PAYMENT.

Payments of Cash made pursuant to the Plan shall be in U.S. dollars and shall be made, at the option and in the sole discretion of the Reorganized Debtors, by (a) checks drawn on or (b) wire transfers from a domestic bank selected by the Reorganized Debtors. Cash payments to foreign creditors may be made, at the option of the Reorganized Debtors, in such funds and by such means as are necessary or customary in a particular foreign jurisdiction.

6.7 WITHHOLDING AND REPORTING REQUIREMENTS.

In connection with the Plan and all distributions thereunder, the Reorganized Debtors shall comply with all withholding and reporting requirements imposed by any federal, state, local or foreign taxing authority, and all distributions hereunder shall be subject to any such withholding and reporting requirements. The Reorganized Debtors under the Plan shall be authorized to take any and all actions that may be necessary or appropriate to comply with such withholding and reporting requirements. Notwithstanding any other provision of the Plan, (i) each Holder of an Allowed Claim or Interest that is to receive a distribution pursuant to the Plan shall have sole and exclusive responsibility for the satisfaction and payment of any tax obligations imposed by any governmental unit, including income, withholding and other tax obligations, on account of such distribution, and (ii) the Disbursing Agent shall have the right, but not the obligation, to withhold any distribution to or on behalf of such Holder pursuant to the Plan unless and until such Holder has made arrangements satisfactory to the Disbursing Agent for the payment and satisfaction of such tax obligations or has, to the Disbursing Agent's satisfaction, established an exemption therefrom. Any property to be distributed pursuant to the Plan shall, pending the implementation of such arrangements, be treated as undeliverable pursuant to the Plan.

6.8 SETOFFS.

Except as provided in the Plan, the Reorganized Debtors may, pursuant to [section 553 of the Bankruptcy Code](#) or applicable nonbankruptcy law, but shall not be required to, set off against any Claim and the payments or other distributions to be made pursuant to the Plan in respect of such Claim,

claims of any nature whatsoever that the Debtors or the Reorganized Debtors may have against the Holder of such Claim; provided, however, that neither the failure to do so nor the allowance of any Claim hereunder shall constitute a waiver or release by the Reorganized Debtors of any such claim that the Debtors or the Reorganized Debtors may have against such Holder.

6.9 SURRENDER OF INSTRUMENTS OR SECURITIES.

(a) Failure to Surrender Instruments.

Any Holder of Existing Notes who fails to surrender the applicable Existing Notes required to be tendered under the Plan or who fails to deliver an affidavit of loss or such other documents as might be required by the relevant trustee or agent, together with an indemnity in the customary form within one (1) year after the Effective Date, shall have its Claim and its distribution pursuant to the Plan on account of such Existing Notes discharged and forfeited and shall not participate in any distribution under the Plan. Any property in respect of such forfeited Claims would revert to the Reorganized Debtors.

6.10 LOST, STOLEN, MUTILATED OR DESTROYED SECURITIES.

In addition to any requirements under the Indentures or any other applicable agreement, any Holder of an Existing Note that has been lost, stolen, mutilated or destroyed shall, in lieu of surrendering such Existing Note, deliver to the Reorganized

Debtors or the applicable Existing Notes Trustee or their agents, as applicable: (i) evidence reasonably satisfactory to the Reorganized Debtors and the applicable Existing Notes Trustee of the loss, theft, mutilation or destruction; and (ii) such security or indemnity as may be required by the Reorganized Debtors and the applicable Existing Notes Trustee to hold the Reorganized Debtors or the applicable Existing Notes Trustee harmless from any damages, liabilities or costs incurred in treating such individual as a Holder of an Allowed Claim. Upon compliance with this Article VI by a Holder of a Claim evidenced by an Existing Note, such Holder shall, for all purposes under the Plan, be deemed to have surrendered such instrument.

ARTICLE VII PROCEDURES FOR RESOLVING DISPUTED, CONTINGENT AND UNLIQUIDATED CLAIMS AND INTERESTS

7.1 OBJECTION DEADLINE; PROSECUTION OF OBJECTIONS.

Except as provided otherwise in the Plan or by order of the Bankruptcy Court, Holders of Claims and Interests shall not be required to file proofs of Claim or proofs of Interest with the Bankruptcy Court. The amount and validity of any disputed, contingent and/or unliquidated Claim or Interest shall be determined, resolved or adjudicated, as the case may be, in the manner in which such Claim or Interest would have been determined, resolved or adjudicated if the Chapter 11 Cases had not been commenced; provided, however, that the Debtors and the Reorganized Debtors reserve the right to file with Bankruptcy Court, on or before the claims objection deadline, an objection to any Claim or Interest with respect to which the holder of such Claim or Interest has filed a proof of Claim or proof of Interest, as applicable, in the Chapter 11 Cases. The Debtors and the Reorganized Debtors shall be authorized to, and shall, resolve all Disputed Claims and Disputed Interests by withdrawing or settling such objections thereto, or by litigating to judgment in the Bankruptcy Court or such other court having jurisdiction the validity, nature, and/or amount thereof.

In addition, any Debtor, Reorganized Debtor or the holder of a contingent or unliquidated Claim may, at any time, request that the Bankruptcy Court estimate any contingent or unliquidated Claim pursuant to [section 502\(c\) of the Bankruptcy Code](#) regardless of whether such Debtor or Reorganized Debtor has previously objected to such Claim or whether the Bankruptcy Court has ruled on any such objection, and the Bankruptcy Court will retain jurisdiction to estimate any Claim at any time during litigation concerning any objection to any Claim, including during the pendency of any appeal relating to any such objection. In the event the Bankruptcy Court estimates any contingent or unliquidated Claim,

that estimated amount will constitute either the Allowed amount of such Claim or a maximum limitation on such Claim, as determined by the Bankruptcy Court. If the estimated amount constitutes a maximum limitation on such Claim, the Debtors may elect to pursue any supplemental proceedings to object to any ultimate payment on such Claim. All of the aforementioned Claims objection, estimation and resolution procedures are cumulative and are not necessarily exclusive of one another. Claims may be estimated and thereafter resolved by any permitted mechanism.

7.2 NO DISTRIBUTIONS PENDING ALLOWANCE.

Notwithstanding any other provision of the Plan, no payments or distributions shall be made with respect to all or, any portion of a Disputed Claim or Interest unless and until all objections to such Disputed Claim or Interest have been settled or withdrawn or have been determined by Final Order and the Disputed Claim or Interest, or some portion thereof, has become an Allowed Claim or Interest.

7.3 DISTRIBUTIONS AFTER ALLOWANCE.

To the extent that a Disputed Claim or Interest ultimately becomes an Allowed Claim or Interest, a distribution shall be made to the Holder of such Allowed Claim or Interest in accordance with the provisions of this Plan. As soon as reasonably practicable after the date that the order or judgment of the Bankruptcy Court or other applicable court of competent jurisdiction

tion allowing any Disputed Claim or Interest becomes a Final Order, the Disbursing Agent shall provide to the Holder of such Claim or Interest the distribution to which such Holder is entitled under this Plan. After a Final Order has been entered, or other final resolution has been reached, with respect to each Disputed Claim and Interest any undistributed New Notes and/or Preferred Units and any undistributed Cash or other undistributed property shall become property of the Reorganized Debtors. All distributions made under this Article VII on account of an Allowed Claim or Interest shall be made together with any dividends, payments, or other distributions made on account of, as well as any obligations arising from, the distributed property, as if such Allowed Claim or Interest had been an Allowed Claim or Interest on the Distribution Date. Notwithstanding the foregoing, the Disbursing Agent shall not be required to make distributions under this Article VII more frequently than once every 90 days or to make any individual payments in an amount less than \$25.00.

ARTICLE VIII TREATMENT OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES

8.1 ASSUMPTION OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES.

Immediately prior to the Effective Date, all executory contracts or unexpired leases of the Debtors, including the prepetition agreements to pay the reasonable and ordinary fees and expenses of the Noteholder Committee Advisors and the Sprint Agreements, will be deemed assumed in accordance with the provisions and requirements of [sections 365](#) and [1123 of the Bankruptcy Code](#). Entry of the Confirmation Order by the Bankruptcy Court shall constitute approval of such assumptions and rejections pursuant to [sections 365\(a\)](#) and [1123 of the Bankruptcy Code](#). Each executory contract and unexpired lease assumed pursuant to the Plan shall revest in and be fully enforceable by the Reorganized Debtors in accordance with its terms, except as modified by the provisions of the Plan, or any order of the Bankruptcy Court authorizing and providing for its assumption or applicable federal law.

8.2 CURE OF DEFAULTS OF ASSUMED EXECUTORY CONTRACTS AND UNEXPIRED LEASES.

Any monetary amounts, by which each executory contract and unexpired lease to be assumed pursuant to the Plan is in default shall be satisfied, pursuant to [section 365\(b\)\(1\) of the Bankruptcy Code](#), by payment of the default amount in Cash on the Effective Date or on such other terms as the parties to such executory contracts or unexpired leases may otherwise agree. In the event of a dispute regarding: (1) the amount of any cure payments, (2) the ability of the Reorganized Debtors or any assignee to provide "adequate assurance of future performance" (within the meaning of [section 365 of the Bankruptcy Code](#)) under the contract or lease to be assumed, or (3) any other matter pertaining to assumption, the cure payments required by [section 365\(b\)\(1\) of the Bankruptcy Code](#) shall be made following the entry of a Final Order resolving the dispute and approving the assumption.

8.3 INDEMNIFICATION OF DIRECTORS, MANAGERS, OFFICERS AND EMPLOYEES.

The obligations of the Debtors to indemnify any person or entity serving at any time on or prior to the Effective Date as one

of its directors, managers, officers or employees by reason of such person's or entity's service in such capacity, or as a director, manager, officer or employee of any other corporation or legal entity, to the extent provided in the Debtors' constituent documents, or by a written agreement with the Debtors, or pursuant to applicable general corporation law, each as applicable, shall be deemed and treated as executory contracts that are assumed by the Reorganized Debtors pursuant to the Plan and [section 365 of the Bankruptcy Code](#) as of the Effective Date. Accordingly, such indemnification obligations shall be treated as General Unsecured Claims and shall survive Unimpaired and unaffected by entry of the Confirmation Order, irrespective of whether such indemnification is owed for an act or event occurring before or after the Petition Date.

8.4 COMPENSATION AND BENEFIT PROGRAMS.

Except as otherwise expressly provided under the Plan, all employment and severance policies, and all compensation and

benefit plans, policies, and programs of the Debtors applicable to their employees, retirees and non-employee directors and the employees and retirees of their subsidiaries, including, without limitation, all savings plans, retirement plans, healthcare plans, disability plans, severance benefit plans, incentive plans, and life, accidental death and dismemberment insurance plans are treated as executory contracts under the Plan and on the Effective Date will be assumed pursuant to the provisions of [sections 365](#) and [1123 of the Bankruptcy Code](#). All employment contracts assumed pursuant to this section 8.4 of the Plan shall be deemed modified such that the transactions contemplated by the Plan shall not be a "change of control" as defined in the relevant employment contracts.

ARTICLE IX CONFIRMATION AND CONSUMMATION OF THE PLAN

9.1 CONDITIONS TO CONFIRMATION.

The following are conditions precedent to the confirmation of the Plan:

(a) The Bankruptcy Court must have entered the Confirmation Order, approving the Disclosure Statement as containing "adequate information" pursuant to [section 1125 of the Bankruptcy Code](#), approving the prepetition solicitation of votes with respect to the Plan and determining that all such votes were binding and were properly tabulated with acceptances or rejection of the Plan, confirming the Plan and determining that all applicable tests, standards and burdens in connection therewith were duly satisfied and met by the Debtors and the Plan, approving the Plan Documents, authorizing the Debtors to execute, enter into, and deliver the Plan Documents and to execute, implement, and to take all actions otherwise necessary or appropriate to give effect to, the transactions contemplated by the Plan and the Plan Documents.

(b) The Confirmation Order, the Plan Documents and the Plan must be, in form and substance, acceptable to the Debtors and Holders of a majority in principal amount of Existing Notes of the members of the Noteholder Committee.

9.2 CONDITIONS TO EFFECTIVE DATE.

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

(a) The Confirmation Order must have been entered by the Clerk of the Bankruptcy Court, be in full force and effect and not be subject to any stay or injunction.

(b) All necessary consents, authorizations and approvals must have been given for the transfers of property and the payments provided for or contemplated by the Plan, including, without limitation, satisfaction or waiver of all conditions to the obligations of the Debtors under the Plan and the Plan Documents.

(c) The New Notes and Preferred Units must have become effective and all conditions to the effectiveness thereof must have been satisfied or waived.

(d) All conditions to the Plan Support Agreement must have been satisfied or waived.

(e) All conditions precedent to the amendment of the Credit Agreement, as described in the Plan and Disclosure Statement, have been satisfied or waived.

9.3 WAIVER OF CONDITIONS.

Except for those conditions specified in the Plan Support Agreement, each of the conditions set forth in the Plan may be waived in whole or in part by the Debtors, without any other notice to parties in interest or the Bankruptcy Court and without a hearing. The failure to satisfy or waive a condition to the Effective Date may be asserted by the Debtors or the Reorganized Debtors regardless of the circumstances giving rise to the failure of such condition to be satisfied (including any action or inaction by the Debtors or the Reorganized Debtors). The failure of the Debtors or the Reorganized Debtors to exercise any of the foregoing rights shall not be deemed a waiver of any other rights, and each right shall be deemed an ongoing right that may be asserted at any time.

9.4 CONSEQUENCES OF NON-OCCURRENCE OF EFFECTIVE DATE.

If the Effective Date does not occur within ninety (90) days of the Confirmation Date, or by such later date, after notice and hearing, as is proposed by the Debtors, then upon motion by the Debtors and upon notice to such parties in interest as the Bankruptcy Court may direct, the Confirmation Order will be vacated by the Bankruptcy Court; provided, however, that, notwithstanding the filing of such motion, the Confirmation Order may not be vacated if the Effective Date occurs before the Bankruptcy Court enters an order granting such motion. If the Confirmation Order is vacated pursuant to this section of the Plan, (a) the Plan shall be null and void in all respects; and (b) any settlement of Claims and Interests provided for hereby shall be null and void without further order of the Bankruptcy Court.

ARTICLE X EFFECT OF PLAN CONFIRMATION

10.1 BINDING EFFECT.

The Plan shall be binding upon and inure to the benefit of the Debtors, all present and former Holders of Claims against and Interests in the Debtors and their respective successors and assigns, including, but not limited to, the Reorganized Debtors, and all other parties in interest in the Chapter 11 Cases.

10.2 AUTHORIZATION OF CORPORATE ACTION.

The entry of the Confirmation Order shall constitute a direction to and authorization for the Debtors and the Reorganized Debtors to take or cause to be taken any action necessary or appropriate to consummate the transactions contemplated by this Plan and any related documents or agreements prior to and through the Effective Date, and all such actions taken or caused to be taken shall be deemed to have been authorized and approved by the Bankruptcy Code without the need for any additional authorizations, approvals, or consents.

10.3 DISCHARGE OF THE DEBTORS.

(a) Except as otherwise provided in the Plan or in the Confirmation Order, the rights afforded under the Plan and the treatment of Claims and Interests under the Plan shall be in exchange for, and in complete satisfaction, settlement, discharge and release of, all Claims and Interests, regardless of whether any property shall have been distributed or retained pursuant to the Plan on account of or in exchange for such Claims and Interests. Upon the Effective Date, except as provided in the Plan or the Confirmation Order, the Debtors, and each of them, shall be deemed discharged and released under [section 1141\(d\)\(1\)\(A\) of the Bankruptcy Code](#) from any and all Claims, including, but not limited to, demands and liabilities that arose before the Confirmation Date, and all debts of the kind specified in [sections 502\(g\), 502\(h\) or 502\(i\) of the Bankruptcy Code](#), whether or not (a) a proof of Claim based upon such debt is filed or deemed filed under [section 501 of the Bankruptcy Code](#), (b) a Claim based upon such debt is allowed under [section 502 of the Bankruptcy Code](#) or (c) the Holder of a Claim based upon such debt accepted the Plan.

(b) As of the Confirmation Date, except as provided in the Plan or the Confirmation Order, all Persons shall be precluded from asserting against the Debtors or the Reorganized Debtors, any other or further claims, debts, rights, causes of action, liabilities or equity interests relating to the Debtors based upon any act, omission, transaction or other activity of any nature that occurred prior to the Confirmation Date. In accordance with the foregoing, except as provided in the Plan or the Confirmation Order, the Confirmation Order shall be a judicial determination of discharge of all such Claims and other debts and liabilities against the Debtors, pursuant to [sections 524 and 1141 of the Bankruptcy Code](#), and such discharge shall void any judgment obtained against the Debtors at any time, to the extent that such judgment relates to a discharged Claim.

10.4 INJUNCTION.

(A) ON THE EFFECTIVE DATE AND EXCEPT AS OTHERWISE PROVIDED IN THE PLAN OR THE CONFIRMATION ORDER, ALL PERSONS WHO HAVE HELD, CURRENTLY HOLD, OR MAY HOLD A CLAIM AGAINST OR

INTEREST IN THE DEBTORS SHALL BE ENJOINED FROM TAKING ANY OF THE FOLLOWING ACTIONS AGAINST OR AFFECTING THE DEBTORS, THE REORGANIZED DEBTORS, THE ESTATES, THE ASSETS OR THE DISBURSING AGENT, OR (TO THE EXTENT SUCH PERSONS HAVE PROVIDED AN EXPRESS RELEASE AS PROVIDED BY SECTION 10.5 OF THE PLAN) ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES, ADVISORS, ATTORNEYS, SUCCESSORS AND ASSIGNS OR THEIR RESPECTIVE ASSETS AND PROPERTY WITH RESPECT TO SUCH CLAIMS OR INTERESTS (OTHER THAN ACTIONS BROUGHT TO ENFORCE ANY RIGHTS OR OBLIGATIONS UNDER THE PLAN AND THE CONTRACTS, INSTRUMENTS, RELEASES, INDENTURES AND OTHER AGREEMENTS OR DOCUMENTS DELIVERED HEREUNDER):

(I) COMMENCING, CONDUCTING OR CONTINUING IN ANY MANNER, DIRECTLY OR INDIRECTLY, ANY SUIT, ACTION OR OTHER PROCEEDING OF ANY KIND (INCLUDING, WITHOUT LIMITATION, ALL SUITS, ACTIONS, AND PROCEEDINGS THAT ARE PENDING AS OF THE EFFECTIVE DATE, WHICH MUST BE WITHDRAWN OR DISMISSED WITH PREJUDICE);

(II) ENFORCING, LEVYING, ATTACHING, COLLECTING OR OTHERWISE RECOVERING BY ANY MANNER OR MEANS, WHETHER DIRECTLY OR INDIRECTLY, ANY JUDGMENT, AWARD, DECREE OR ORDER;

(III) CREATING, PERFECTING OR OTHERWISE ENFORCING IN ANY MANNER, DIRECTLY OR INDIRECTLY, ANY LIEN OR ENCUMBRANCE;

(IV) ASSERTING ANY SETOFF, RIGHT OF SUBROGATION OR RECOUPMENT OF ANY KIND AGAINST ANY DEBT, LIABILITY OR OBLIGATION DUE TO ANY RELEASED ENTITY; PROVIDED, THAT ANY DEFENSES, OFFSETS OR COUNTERCLAIMS WHICH THE DEBTORS OR THE REORGANIZED DEBTORS MAY HAVE OR ASSERT IN RESPECT OF THE ABOVE REFERENCED CLAIMS SHALL BE FULLY PRESERVED IN ACCORDANCE WITH THE PROVISIONS OF THE PLAN; AND

(V) COMMENCING OR CONTINUING ANY ACTION, IN ANY MANNER, IN ANY PLACE THAT DOES NOT COMPLY WITH OR IS INCONSISTENT WITH THE PROVISIONS OF THE PLAN.

(B) BY ACCEPTING DISTRIBUTIONS PURSUANT TO THE PLAN, EACH HOLDER OF AN ALLOWED CLAIM OR INTEREST SHALL BE DEEMED TO HAVE SPECIFICALLY CONSENTED TO THE INJUNCTIONS SET FORTH IN THIS SECTION (EXCEPT AS TO THE INJUNCTIONS THAT REQUIRE SUCH PERSON TO HAVE PROVIDED AN EXPRESS RELEASE UNDER SECTION 10.5 OF THE PLAN).

10.5 RELEASES.

(A) RELEASES BY THE DEBTORS.

AS OF THE EFFECTIVE DATE, FOR GOOD AND VALUABLE CONSIDERATION, THE ADEQUACY OF WHICH IS HEREBY CONFIRMED, THE DEBTORS AND THE REORGANIZED DEBTORS IN THEIR INDIVIDUAL CAPACITIES AND AS DEBTORS-IN-POSSESSION, SHALL BE DEEMED TO FOREVER RELEASE, WAIVE AND DISCHARGE ALL CLAIMS, OBLIGATIONS, SUITS, JUDGMENTS, DAMAGES, DEMANDS, DEBTS, RIGHTS, CAUSES OF ACTION AND LIABILITIES (OTHER THAN THE RIGHTS OF THE DEBTORS OR THE REORGANIZED DEBTORS TO ENFORCE THE PLAN AND THE CONTRACTS, INSTRUMENTS, RELEASES, INDENTURES AND OTHER AGREEMENTS OR DOCUMENTS DELIVERED THEREUNDER) WHETHER LIQUIDATED OR UNLIQUIDATED, FIXED OR CONTINGENT, MATURED OR UNMATURED, KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, THEN EXISTING OR THEREAFTER ARISING, IN LAW, EQUITY OR OTHERWISE THAT ARE BASED IN WHOLE OR IN PART ON ANY ACT, OMISSION, TRANSACTION, EVENT OR OTHER OCCURRENCE TAKING PLACE ON OR PRIOR TO THE EFFECTIVE DATE IN ANY WAY RELATING TO THE DEBTORS, THE

REORGANIZED DEBTORS, THE CHAPTER 11 CASES, THE PLAN OR THE DISCLOSURE STATEMENT, AND THAT COULD HAVE BEEN ASSERTED BY OR ON BEHALF OF THE DEBTORS OR THEIR ESTATES OR THE REORGANIZED DEBTORS AGAINST (I) THE CURRENT AND FORMER DIRECTORS, OFFICERS, MEMBERS AND EMPLOYEES OF THE DEBTORS (ACTING IN SUCH CAPACITY) (OTHER THAN FOR MONEY BORROWED FROM OR OWED TO THE DEBTORS OR THEIR SUBSIDIARIES BY ANY SUCH DIRECTORS, OFFICERS, MEMBERS OR EMPLOYEES AS SET FORTH IN THE DEBTORS' BOOKS AND RECORDS) AND THE DEBTORS' AGENTS AND PROFESSIONALS (ACTING IN SUCH CAPACITY), (II) THE SENIOR SECURED LENDERS (ACTING IN SUCH CAPACITY) AND THE BANK AGENTS (ACTING IN SUCH CAPACITY), (III) THE HOLDERS OF THE SENIOR NOTES AND SENIOR DISCOUNT NOTES WHO VOTED IN FAVOR OF THE PLAN, AND (IV) THE RESPECTIVE AFFILIATES, AND CURRENT AND FORMER OFFICERS, MEMBERS, DIRECTORS, EMPLOYEES, AGENTS, MEMBERS, SHAREHOLDERS, AND PROFESSIONALS OF THE FOREGOING (ACTING IN SUCH CAPACITY).

(B) RELEASES BY HOLDERS OF CLAIMS AND INTERESTS.

AS OF THE EFFECTIVE DATE, FOR GOOD AND VALUABLE CONSIDERATION, THE ADEQUACY OF WHICH IS HEREBY CONFIRMED, EACH HOLDER OF ANY CLAIM AGAINST, OR INTEREST IN, ANY OF THE DEBTORS THAT EXPRESSLY INDICATES ITS AGREEMENT, IN ANY BALLOT DEMONSTRATING ITS ACCEPTANCE OF THE PLAN SHALL HAVE AGREED TO FOREVER RELEASE, WAIVE AND/OR DISCHARGE ANY CAUSE OF ACTION (OTHER THAN

SUCH PARTIES' RIGHTS TO ENFORCE THE PLAN), WHETHER LIQUIDATED OR UNLIQUIDATED, FIXED OR CONTINGENT, MATURED OR UNMATURED, KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, THEN EXISTING OR THEREAFTER ARISING, IN LAW, EQUITY OR OTHERWISE THAT ARE BASED IN WHOLE OR IN PART ON ANY ACT OR OMISSION, TRANSACTION, EVENT OR OTHER OCCURRENCE TAKING PLACE ON OR PRIOR TO THE EFFECTIVE DATE IN ANY WAY RELATING TO THE DEBTORS, THE REORGANIZED DEBTORS, THE CHAPTER 11 CASES, THE PLAN OR THE DISCLOSURE STATEMENT, AGAINST ANY OF THE DEBTORS' CURRENT AND FORMER DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, MEMBERS, SHAREHOLDERS AND PROFESSIONALS (OTHER THAN CLAIMS OR INTERESTS UNRELATED TO THE DEBTORS), THE SENIOR SECURED LENDERS, THE BANK AGENTS, THE MEMBERS OF THE NOTEHOLDER COMMITTEE, AND THEIR RESPECTIVE AFFILIATES, CURRENT AND FORMER OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, MEMBERS, SHAREHOLDERS AND PROFESSIONALS (ACTING IN SUCH CAPACITY), AS OF THE PETITION DATE OR THEREAFTER.

10.6 EXCULPATION AND LIMITATION OF LIABILITY.

NEITHER THE DEBTORS, THE REORGANIZED DEBTORS, THE SENIOR SECURED LENDERS, THE BANK AGENTS, THE NOTEHOLDER COMMITTEE, NOR ANY OF THEIR RESPECTIVE PRESENT OR FORMER MEMBERS, OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, ADVISORS, ATTORNEYS OR AGENTS ACTING IN SUCH CAPACITY, SHALL HAVE OR INCUR ANY LIABILITY TO, OR BE SUBJECT TO ANY RIGHT OF ACTION BY, ANY HOLDER OF A CLAIM OR AN INTEREST, OR ANY OTHER PARTY IN INTEREST, OR ANY OF THEIR RESPECTIVE AGENTS, SHAREHOLDERS, EMPLOYEES, REPRESENTATIVES, FINANCIAL ADVISORS, ATTORNEYS OR AFFILIATES, OR ANY OF THEIR SUCCESSORS OR ASSIGNS, FOR ANY ACT OR OMISSION IN CONNECTION WITH, RELATING TO, OR ARISING OUT OF, THE DEBTORS' CHAPTER 11 CASES, THE PURSUIT OF CONFIRMATION OF THE PLAN, THE CONSUMMATION OF THE PLAN, OR THE ADMINISTRATION OF THE PLAN OR THE PROPERTY TO BE DISTRIBUTED UNDER THE PLAN, EXCEPT FOR THEIR WILLFUL MISCONDUCT OR GROSS NEGLIGENCE, AND IN ALL RESPECTS SHALL BE ENTITLED TO RELY REASONABLY UPON

THE ADVICE OF COUNSEL WITH RESPECT TO THEIR DUTIES AND RESPONSIBILITIES UNDER THE PLAN.

NOTWITHSTANDING ANY OTHER PROVISION OF THIS PLAN, NO HOLDER OF A CLAIM OR INTEREST, NO OTHER PARTY IN INTEREST, NONE OF THEIR RESPECTIVE CURRENT OR FORMER OFFICERS, DIRECTORS, SUBSIDIARIES, AFFILIATES, MEMBERS, MANAGERS, SHAREHOLDERS, PARTNERS, REPRESENTATIVES, EMPLOYEES, ATTORNEYS, OR AGENTS, OR ANY OF THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, AND THEIR RESPECTIVE PROPERTY, SHALL HAVE ANY RIGHT OF ACTION, DEMAND, SUIT, OR PROCEEDING AGAINST THE DEBTORS, THE REORGANIZED DEBTORS, THE SENIOR SECURED LENDERS, THE BANK AGENTS, THE NOTEHOLDER COMMITTEE, OR ANY OR ANY OF THEIR RESPECTIVE CURRENT OR FORMER OFFICERS, DIRECTORS, SUBSIDIARIES, AFFILIATES, MEMBERS, MANAGERS, SHAREHOLDERS, PARTNERS, REPRESENTATIVES, EMPLOYEES, ATTORNEYS, FINANCIAL ADVISORS, OR AGENTS, OR ANY OF THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, AND THEIR RESPECTIVE PROPERTY, FOR ANY ACT OR OMISSION IN CONNECTION WITH, RELATING TO, OR ARISING OUT OF, THE CHAPTER 11 CASES, THE SOLICITATION OF ACCEPTANCES OF THIS PLAN, THE PURSUIT OF CONFIRMATION OF THIS PLAN, THE CONSUMMATION OF THIS PLAN, OR THE ADMINISTRATION OF THIS PLAN OR THE PROPERTY TO BE DISTRIBUTED UNDER THIS PLAN, EXCEPT FOR THEIR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

THE FOREGOING EXCULPATION AND LIMITATION ON LIABILITY SHALL NOT, HOWEVER, LIMIT, ABRIDGE, OR OTHERWISE AFFECT THE RIGHTS, IF ANY, OF THE REORGANIZED DEBTORS TO ENFORCE, SUE ON, SETTLE, OR COMPROMISE THE CAUSES OF ACTION RETAINED PURSUANT TO SECTION 10.9 OF THE PLAN.

10.7 INJUNCTION RELATED TO RELEASES AND EXCULPATION.

THE CONFIRMATION ORDER WILL PERMANENTLY ENJOIN THE COMMENCEMENT OR PROSECUTION BY ANY ENTITY, WHETHER DIRECTLY, DERIVATIVELY OR OTHERWISE, OF ANY CLAIMS, OBLIGATIONS, SUITS, JUDGMENTS, DAMAGES, DEMANDS, DEBTS, RIGHTS, CAUSES OF ACTION OR LIABILITIES RELEASED PURSUANT TO THE PLAN, INCLUDING BUT NOT LIMITED TO THE CLAIMS, OBLIGATIONS, SUITS, JUDGMENTS, DAMAGES, DEMANDS, DEBTS, RIGHTS, CAUSES OF ACTION OR LIABILITIES RELEASED IN THE PLAN.

10.8 WAIVER OF ENFORCEMENT OF SUBORDINATION.

The classification and manner of satisfying all Claims and Interests under the Plan takes into consideration all subordination rights, if any, whether arising by contract or under general principles of equitable subordination, [section 510\(b\)](#) or [510\(c\) of the Bankruptcy Code](#), or otherwise. All subordination rights that a Holder of a Claim or Interest may have with respect to any distribution to be made pursuant to the Plan will be discharged and terminated, and all actions related to the enforcement of such subordination rights will be permanently enjoined. Accordingly, distributions pursuant to the Plan to Holders of Allowed Claims or Allowed Interests will not be subject to payment to a beneficiary of such terminated subordination rights, or to levy, garnishment, attachment or other legal process by a beneficiary of such terminated subordination rights. Pursuant to Bankruptcy Rule 9019 and in consideration of the distributions and other benefits provided under the Plan, the provisions of the Plan shall constitute a good faith compromise and settlement of all

claims or controversies relating to the subordination rights that a Holder of a Claim or Interest may have or any distribution to be made pursuant to the Plan on account of or in exchange for such Claim or Interest. Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, as of the Effective Date, of the compromise or settlement of all such claims or controversies and the Bankruptcy Court's finding that such compromise or settlement is in the best interests of the Debtors, the Reorganized Debtors, their respective properties, and the Holder of Claims and Interests, and is fair, equitable and reason-

able.

10.9 PRESERVATION OF RIGHTS OF ACTION; SETTLEMENT OF LITIGATION CLAIMS.

(a) Preservation of Rights of Action.

Except as otherwise provided in the Plan, the Confirmation Order, or in any document, instrument, release or other agreement entered into in connection with the Plan, in accordance with [section 1123\(b\) of the Bankruptcy Code](#), the Debtors and their Estates shall retain the Litigation Claims. The Reorganized Debtors, as the successors in interest to the Debtors and the Estates, may enforce, sue on, settle or compromise (or decline to do any of the foregoing) any or all of the Litigation Claims. Notwithstanding the foregoing, the Debtors and the Reorganized Debtors shall not file, commence or pursue any claim, right or cause of action under [sections 544 through 550 of the Bankruptcy Code](#); provided, however, that notwithstanding any statute of limitations (including, without limitation, [section 544 of the Bankruptcy Code](#)), the Debtors and the Reorganized Debtors shall have the right to assert or raise such causes of action (a) as defenses or counterclaims (up to the amount asserted in the Claims against the Debtors); and (b) in connection with the Claims objection process, in which case such causes of action can be raised as an objection to a Claim and not as defenses or counterclaims.

(b) Settlement of Litigation Claims.

At any time after the Confirmation Date and before the Effective Date, notwithstanding anything in the Plan to the contrary, the Reorganized Debtors may settle any or all of the Litigation Claims with the approval of the Bankruptcy Court pursuant to Bankruptcy Rule 9019.

10.10 TERM OF BANKRUPTCY INJUNCTION OR STAYS.

All injunctions or stays provided for in the Chapter 11 Cases under [section 105](#) or [362 of the Bankruptcy Code](#), or otherwise, and in existence on the Confirmation Date, shall remain in full force and effect until the Effective Date.

ARTICLE XI RETENTION OF JURISDICTION

Pursuant to [sections 105\(c\)](#) and [1142 of the Bankruptcy Code](#) and notwithstanding entry of the Confirmation Order and the occurrence of the Effective Date, the Bankruptcy Court shall retain exclusive jurisdiction (except with respect to the purposes described in clause (a) below, with respect to which jurisdiction shall not be exclusive) over all matters arising out of, and related to, the Chapter 11 Cases and the Plan to the fullest extent permitted by law, including, among other things, jurisdiction to:

- (a) Allow, disallow, determine, liquidate, classify, estimate or establish the priority or secured or unsecured status of any Claim or Interest that is not yet Allowed, including the resolution of any request for payment of any Administrative Claim and the resolution of any objections to the allowance or priority of Claims or Interests;
- (b) Resolve any matters related to the assumption, assumption and assignment, or rejection of any executory contract or unexpired lease to which any or all of the Debtors are a party or with respect to which any or all of the Debtors or Reorganized Debtors may be liable and to hear, determine and, if necessary, liquidate any Claims arising therefrom;
- (c) Ensure that distributions to Holders of Allowed Claims and Allowed Interests are accomplished pursuant to the provisions of the Plan;
- (d) Decide or resolve any motions, adversary proceedings, contested or litigated matters and any other matters and grant or deny any applications involving the Debtors that may be pending on or before the Effective Date;
- (e) Enter such orders as may be necessary or appropriate to implement or consummate the provisions of the Plan and all contracts, instruments, releases and other agreements or documents created in connection with the Plan, the Disclosure Statement or the Confirmation Order;

(f) Resolve any cases, controversies, suits or disputes that may arise in connection with the consummation, interpretation or enforcement of the Plan or any contract, instrument, release or other agreement or document that is executed or created pursuant to the Plan, or any entity's rights arising from or obligations incurred in connection with the Plan or such documents;

(g) Modify the Plan before or after the Effective Date pursuant to [section 1127 of the Bankruptcy Code](#) or modify the Disclosure Statement, the Confirmation Order or any other contract, instrument, release or other agreement or document created in connection with the Plan, the Disclosure Statement or the Confirmation Order, or remedy any defect or omission or reconcile any inconsistency in any Bankruptcy Court order, the Plan, the Disclosure Statement, the Confirmation Order, and Plan Documents, or any other contract, instrument, release or other agreement or document created in connection with the Plan, the Disclosure Statement or the Confirmation Order, in a manner consistent with Article XI as may be necessary or appropriate to consummate the Plan;

(h) Hear and determine all applications for compensation and reimbursement of expenses of Professionals under the Plan or under [sections 330, 331 503\(b\), and 1103 of the Bankruptcy Code](#); provided, however, that from and after the Effective Date, the payment of fees and expenses of the Reorganized Debtors, including counsel fees, shall be made in the ordinary course of business and shall not be subject to the approval of the Bankruptcy Court;

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

(j) Hear and determine causes of action by or on behalf of any or all of the Debtors or Reorganized Debtors;

(k) Hear and determine matters concerning state, local and federal taxes in accordance with [sections 346, 505 and 1146 of the Bankruptcy Code](#);

(l) Enter and implement such orders as are necessary or appropriate if the Confirmation Order is for any reason or in any respect modified, stayed, reversed, revoked or vacated or distributions pursuant to the Plan are enjoined or stayed;

(m) Unless such agreement, document, or instrument provides otherwise, determine any other matters that may arise in connection with or relate to the Plan, the Disclosure Statement, the Confirmation Order or any contract, instrument, release or other agreement or document created in connection with the Plan, the Disclosure Statement or the Confirmation Order;

(n) Enforce all orders, judgments, discharges, injunctions, releases, exculpations, indemnifications and rulings entered in connection with the Chapter 11 Cases;

(o) Recover all assets of the Debtors and property of the Debtors' Estates wherever located;

(p) Hear and determine all matters related to (i) the property of the Estate from and after the Confirmation Date and (ii) the activities of Reorganized Debtors;

(q) Hear and determine such other matters as may be provided in the Confirmation Order or as may be authorized under, or not inconsistent with, provisions of the Bankruptcy Code; and

(r) Enter one or more final decree(s) closing the Chapter 11 Cases.

ARTICLE XII MISCELLANEOUS PROVISIONS

12.1 BAR DATE FOR ADMINISTRATIVE CLAIMS.

The Confirmation Order will establish a bar date for filing Administrative Claims that are not otherwise Allowed. Holders of Administrative Claims not paid prior to the Effective Date shall submit proofs of Claim on or before such Administrative Claims bar date or forever be barred from doing so. The notice of Confirmation to be delivered pursuant to Bankruptcy Rules 3020(c) and 2002(f) will set forth such date and constitute notice of this Administrative Claims bar

date. The Debtors and Reorganized Debtors shall have sixty (60) days (or such longer period as may be allowed by order

of the Bankruptcy Court) following the Administrative Claims bar date to review and object to such Administrative Claims before a hearing for determination of allowance of such Administrative Claims.

12.2 PROFESSIONAL FEE CLAIMS.

All final requests for compensation or reimbursement of costs and expenses pursuant to [sections 327, 328, 330, 331, 503\(b\) or 1103 of the Bankruptcy Code](#) for services rendered to the Debtors or any Committee (if appointed) prior to the Effective Date must be filed with the Bankruptcy Court and served on the Reorganized Debtors and their counsel no later than sixty (60) days after the Effective Date, unless otherwise ordered by the Bankruptcy Court. Objections to applications of such Professionals or other entities for compensation or reimbursement of costs and expenses must be filed and served on the Reorganized Debtors and their counsel and the requesting Professional or other entity no later than thirty (30) days (or such longer period as may be allowed by order of the Bankruptcy Court) after the date on which the applicable application for compensation or reimbursement was served. The Reorganized Debtors may pay charges that they incur on and after the Effective Date for Professionals' fees, disbursements, expenses or related support services in the ordinary course of business and without application to the Bankruptcy Court.

12.3 PAYMENT OF STATUTORY FEES.

All fees payable pursuant to [section 1930 of Title 28, United States Code](#), as determined by the Bankruptcy Court at the Confirmation Hearing, shall be paid on the Effective Date.

12.4 PAYMENT OF EXISTING NOTES TRUSTEE AND NEW NOTES TRUSTEE FEES.

All fees and expenses payable to the Existing Notes Trustee and New Notes Trustee as of the Distribution Date, including all fees and expenses incurred for their respective distribution functions, shall be paid on the Distribution Date.

12.5 AMENDMENT OR MODIFICATION OF THE PLAN.

Subject to [section 1127 of the Bankruptcy Code](#) and, to the extent applicable, [sections 1122, 1123 and 1125 of the Bankruptcy Code](#), the Debtors reserve the right to alter, amend or modify the Plan with the consent of the Holders of a majority in principal amount of Existing Notes held by the Noteholder Committee, at any time prior to or after the Confirmation Date but prior to the substantial consummation of the Plan. A Holder of a Claim or Interest that has accepted the Plan shall be deemed to have accepted the 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 Interest of such Holder.

12.6 SEVERABILITY OF PLAN PROVISIONS.

If, prior to the Confirmation Date, any term or provision of the Plan is determined by the Bankruptcy Court to be invalid, void or unenforceable, the Bankruptcy Court will 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 will then be applicable as altered or interpreted. Notwithstanding any such holding, alteration or interpretation, the remainder of the terms and provisions of the Plan will remain in full force and effect and will in no way be affected, impaired or invalidated by such holding, alteration or interpretation; provided, however, that after giving effect to such invalidation, avoidance, alteration or interpretation of such provision, no Holder of a Claim or Interest is adversely affected. The Confirmation Order will constitute a judicial determination that each term and provision of the Plan, as it may have been altered or interpreted in accordance with the foregoing, is valid and enforceable pursuant to its terms.

12.7 PLAN SUPPLEMENT.

The Plan Supplement, which shall include certain exhibits, lists, schedules, or documents to be executed in connection

with the Plan (to the extent not previously made publicly available), shall be filed with the Bankruptcy Court, if necessary, not later than five (5) days prior to the Confirmation Hearing. Upon its filing, the Plan Supplement may be inspected in the office of the clerk of the Bankruptcy Court or its designee during normal business hours. Holders of Claims and Interests may obtain a copy of the Plan Supplement upon written request to the Debtors. The documents contained in the Plan Supplement shall be approved by the Bankruptcy Court pursuant to the Confirmation Order.

12.8 COMMITTEES.

On the Effective Date, the duties of any committee (if appointed) shall terminate, except with respect to any application for compensation or reimbursement of costs and expenses in connection with services rendered prior to the Effective Date.

12.9 REVOCATION, WITHDRAWAL OR NON-CONSUMMATION.

The Debtors reserve the right to revoke or withdraw the Plan prior to the Confirmation Date and to file subsequent plans of reorganization. If the Debtors revoke or withdraw the Plan, or if Confirmation or consummation does not occur, then (a) the Plan shall be null and void in all respects, (b) any settlement or compromise embodied in the Plan (including the fixing or limiting to an amount certain any Claim or Interest or Class of Claims or Interests), assumption or rejection of executory contracts or leases affected by the Plan, and any document or agreement executed pursuant to the Plan, shall be deemed null and void, and (c) nothing contained in the Plan, and no acts taken in preparation for consummation of the Plan, shall (i) constitute a waiver or release of any Claims by or against, or any Interests in, the Debtors or any other person, (ii) prejudice in any manner the rights of the Debtors or any other person, or (iii) constitute an admission of any sort by the Debtors or any other Person.

12.10 NOTICE.

Except as contemplated in agreements, instruments or other documents binding on the Reorganized Debtors, all notices, requests and demands to or upon the Debtors or Reorganized Debtors, to be effective, 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:

ALAMOSA HOLDINGS, INC. 5225 South Loop 289 Lubbock, Texas 79424 Telephone: (806) 722-1100
Facsimile: (806) 722-1423 Attn: Kendall Cowan, Chief Financial Officer

with copies to:

SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP 4 Times Square New York, New York
10036-6522 Telephone: (212) 735-3000 Facsimile: (212) 735-2000 Attn: J. Gregory Milmo, Esq.

-- and --

One Rodney Square P.O. Box 636 Wilmington, Delaware 19899-0636 Telephone: (302) 651-3000 Facsimile: (302) 651-3001 Attn: Mark S. Chehi, Esq.

12.11 TAX LIABILITY.

The Reorganized Debtors are hereby authorized to request an expedited determination under [section 505\(b\) of the Bankruptcy Code](#) of the tax liability of the Debtors for all taxable periods ending after the Petition Date through, and including, the Effective Date.

12.12 SCHEDULES.

All exhibits, lists and schedules to the Plan and the Plan Supplement are incorporated hereby and are made a part of the Plan as if set forth in full herein.

12.13 JURISDICTION OVER THE REORGANIZED DEBTORS.

Notwithstanding the jurisdiction retained in Article XI hereof, from and after the Effective Date, the Bankruptcy Court shall not have the power to issue any order which modifies the New Notes, the Preferred Units, or the rights of the Holders thereof.

12.14 FILING OF ADDITIONAL DOCUMENTS.

On or before substantial consummation of the Plan, the Debtors shall File such agreements and other documents as may be necessary or appropriate to effectuate and further evidence the terms and conditions of the Plan.

12.15 GOVERNING LAW.

Unless a rule of law or procedure is supplied by federal law (including the Bankruptcy Code and Bankruptcy Rules), the laws of (i) the State of Delaware shall govern the

construction and implementation of the Plan and any agreements, documents, and instruments executed in connection with the Plan (unless such agreement, document or instrument provides otherwise) and (ii) the laws of the state of incorporation, organization or formation of each of the Debtors shall govern corporate governance matters with respect to such Debtors, in each case without giving effect to the principles of conflicts of law thereof.

12.16 PREPAYMENT.

Except as otherwise provided in the Plan or the Confirmation Order, the Debtors shall have the right to prepay, without penalty, all or any portion of an Allowed Claim at any time; provided, however, that any such prepayment shall not be violative of, or otherwise prejudice, the relative priorities and parities among the Classes of Claims.

12.17 [SECTION 1125\(E\) OF THE BANKRUPTCY CODE.](#)

As of the Confirmation Date, the Debtors shall be deemed to have solicited acceptances of the Plan in good faith and in compliance with the applicable provisions of the Bankruptcy Code. The Debtors and each of their respective affiliates, agents, directors, officers, managers, employees, investment bankers, financial advisors, attorneys and other professionals have participated in good faith and in compliance with the applicable provisions of the Bankruptcy Code in the offer and issuance of the New Notes and Preferred Units under the Plan, and therefore are not, and on account of such offer, issuance and solicitation will not be, liable at any time for the violation of any applicable law, rule or regulation governing the solicitation of acceptances or rejections of the Plan or the offer and issuance of New Notes and Preferred Units under the Plan.

Thomson/West

END OF DOCUMENT