

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

In re:

GENERAL WIRELESS OPERATIONS INC.
DBA RADIOSHACK et al.,¹

Debtors.

)
) Chapter 11
)

) Case No. 17-10506 (BLS)

)
) (Jointly Administered)
)
)

**FIRST AMENDED DISCLOSURE STATEMENT FOR THE
FIRST AMENDED JOINT PLAN OF REORGANIZATION OF GENERAL WIRELESS
OPERATIONS INC. DBA RADIOSHACK AND ITS DEBTOR AFFILIATES
PURSUANT TO CHAPTER 11 OF THE BANKRUPTCY CODE**

NOTHING CONTAINED IN THIS DISCLOSURE STATEMENT IS AN OFFER, ACCEPTANCE, OR A LEGALLY BINDING OBLIGATION OF THE DEBTORS OR ANY OTHER PARTY IN INTEREST. THIS DISCLOSURE STATEMENT IS SUBJECT TO THE BANKRUPTCY COURT'S APPROVAL AND CERTAIN OTHER CONDITIONS. THIS DISCLOSURE STATEMENT IS NOT AN OFFER WITH RESPECT TO ANY SECURITIES. ACCEPTANCES OR REJECTIONS WITH RESPECT TO THE ACCOMPANYING PLAN MAY NOT BE SOLICITED UNTIL THE BANKRUPTCY COURT HAS APPROVED SOLICITATION PROCEDURES AND CONDITIONALLY APPROVED THIS DISCLOSURE STATEMENT. ANY SOLICITATION OF THE ACCOMPANYING PLAN WILL OCCUR ONLY IN COMPLIANCE WITH APPLICABLE PROVISIONS OF SECURITIES AND BANKRUPTCY LAWS.

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Attorneys for Debtors and Debtors in Possession

Dated: September 6, 2017

¹ The Debtors in these chapter 11 cases and the last four digits of each Debtor's U.S. tax identification number are as follows: General Wireless Operations Inc. dba RadioShack (8040); General Wireless Holdings Inc. (4262); General Wireless Inc. (9245); General Wireless Customer Service Inc. (5813). The notice address for all of the Debtors is: 300 RadioShack Circle, Fort Worth, TX 76102-1964.

All creditors are encouraged to read and carefully consider this Disclosure Statement for the First Amended Joint Plan of Reorganization of General Wireless Operations Inc. dba RadioShack and its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code (the “Disclosure Statement”), including the First Amended Joint Plan of Reorganization of General Wireless Operations Inc. dba RadioShack and its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code (the “Plan”),² and the matters described under “Risk Factors” in Section IV prior to submitting ballots in response to this solicitation. This Disclosure Statement is being delivered to you because you are the Holder of, or have otherwise asserted, a Claim against General Wireless Operations Inc. dba RadioShack (“GWO”) and its debtor affiliates (collectively, the “Debtors”).

The boards of directors of the Debtors believe that the Plan is in the best interests of creditors and other stakeholders.

All claimants entitled to vote thereon are urged to vote in favor of the Plan. A summary of the voting instructions is set forth in Section I.C. More detailed instructions are included in the ballots distributed to the creditors entitled to vote on the Plan. To be counted, your ballot must be duly completed, executed and received by Prime Clerk, LLC, the Debtors’ voting agent (the “Voting Agent”), by 4:00 p.m., prevailing Eastern Time, on October 16, 2017 (the “Voting Deadline”), unless extended.

The Effective Date of the proposed Plan is subject to material conditions precedent. *See* Section I.D. There is no assurance that these conditions will be satisfied or waived.

No person is authorized by any of the Debtors in connection with the Plan or the solicitation of acceptances of the Plan to give any information or to make any representation other than as contained in this Disclosure Statement and the exhibits attached hereto or incorporated by reference or referred to herein. If such information or representation is given or made, it may not be relied upon as having been authorized by any of the Debtors. The Debtors will make available to creditors entitled to vote on the Plan such additional information as may be required by applicable law prior to the Voting Deadline.

The summaries of the Plan and other documents contained in this Disclosure Statement are qualified by reference to the Plan itself, the exhibits thereto and documents described therein. In the event that any inconsistency or conflict exists between this Disclosure Statement and the Plan, the terms of the Plan will control.

Except as otherwise indicated, the Debtors will File all exhibits to the Plan with the Bankruptcy Court and make them available for review on the website of Prime Clerk at <https://cases.primeclerk.com/generalwireless/> (the “Claim Agent Website”), no later than 10 days before the Voting Deadline. The Debtors also will serve the exhibits to the Plan on the parties on the general service list maintained in the Chapter 11 Cases on or before 10 days prior to the Voting Deadline.

The information contained in this Disclosure Statement, including the information regarding the history, businesses and operations of the Debtors, the historical and projected financial information regarding the Debtors and the liquidation analyses relating to the Debtors, is included for purposes of soliciting acceptances of the Plan, but, as to contested matters and adversary proceedings, is not to be construed as admissions or stipulations, but rather as statements made in settlement negotiations.

² Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Plan.

This Disclosure Statement contains forward-looking statements based primarily on the current expectations of the Debtors and projections about future events and financial trends affecting the financial condition of the Debtors. The words “believe,” “may,” “estimate,” “continue,” “anticipate,” “intend,” “expect” and similar expressions identify these forward-looking statements. These forward-looking statements are subject to a number of risks, uncertainties and assumptions, including those described below under the caption “Risk Factors” in Section IV.

In light of these risks and uncertainties, the forward-looking events and circumstances discussed in this Disclosure Statement may not occur, and actual results could differ materially from those anticipated in the forward-looking statements. The Debtors do not undertake any obligation to update or revise publicly any forward-looking statements, whether as a result of new information, future events or otherwise.

This Disclosure Statement has not been approved or disapproved by the Securities and Exchange Commission (the “SEC”), any state securities commission, any securities exchange or association or the Bankruptcy Court nor has the SEC, any state securities commission, any securities exchange or association or the Bankruptcy Court passed upon the accuracy or adequacy of the statements contained herein.

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EXHIBIT B Plan Support Agreement

EXHIBIT C Retained Causes of Action

EXHIBIT D Liquidation Analysis

EXHIBIT E RadioShack eCommerce/Dealer Summary and Financial Projections

<p>THE DEBTORS HEREBY ADOPT AND INCORPORATE EACH EXHIBIT ATTACHED TO THIS DISCLOSURE STATEMENT BY REFERENCE AS THOUGH FULLY SET FORTH HEREIN</p>

I. OVERVIEW OF PLAN³

A. Introduction

The following is a brief overview of certain material provisions of the Plan. This overview is qualified by reference to the provisions of the Plan, which is attached hereto as Exhibit A, and the exhibits thereto, as amended from time to time. In the event that any inconsistency or conflict exists between this Disclosure Statement and the Plan, the terms of the Plan will control.

The requirements for Confirmation, including the approval of creditors entitled to vote on the Plan and certain of the statutory findings that must be made by the Bankruptcy Court for a plan to be confirmed, are set forth in Section I.C. The occurrence of the Effective Date is subject to certain conditions, which are summarized in Section I.D. There is no assurance that these conditions will be satisfied or waived.

At the Confirmation Hearing, the Bankruptcy Court will confirm the Plan only if all of the applicable requirements of section 1129 of the Bankruptcy Code are met. Among the requirements for confirmation of a plan of reorganization are that the plan: (i) is accepted by the requisite holders of claims and interests in impaired classes of such debtor; (ii) is in the “best interests” of each holder of a claim or interest in each impaired class under the plan for such debtor; (iii) is feasible; and (iv) complies with the applicable provisions of the Bankruptcy Code. In this instance, only Holders of Allowed Claims in Classes 2 and 3 are entitled to vote to accept or reject the Plan. To avoid the costs of soliciting votes to accept or reject the Plan from Holders of Claims in Classes 5A, 5B, and 5C (GWI General Unsecured Claims, GWH General Unsecured Claims, and GWO/GWCS General Unsecured Claims), Classes 5A, 5B, and 5C are deemed to reject the Plan. In addition, because Classes 6 and 7 will receive no distribution under the Plan except only as provided in Section IV.C.5 of the Plan (although Classes 6 and 7 have a contingent residual interest in the proceeds of the Litigation Trust if all Holders of Allowed Claims ultimately are paid in full with applicable interest), Classes 6 and 7 are deemed to reject the Plan. Because Classes 1 and 4 are unimpaired, they are deemed to vote to accept the Plan. *See* Section I.C. for a discussion of the Bankruptcy Code requirements for Plan Confirmation.

B. Summary of Classes and Treatment of Claims and Interests

The classification of Claims and Interests, the estimated aggregate amount of Claims in each Class and the amount and nature of distributions to Holders of Claims or Interests in each Class are summarized in the table below. In accordance with section 1123(a)(1) of the Bankruptcy Code, Administrative Claims, DIP Facility Claims, Fee Claims, Priority Tax Claims, and Statutory Fees have not been classified. For a discussion of certain additional matters related to Administrative Claims, DIP Facility Claims, Fee Claims, Priority Tax Claims and Statutory Fees, *see* Section V.A.

Each amount designated in the table below as the “Estimated Percentage Recovery” for each Class is the quotient of the estimated Cash or value of New GWO Interests or other assets to be distributed to Holders of Allowed Claims in such Class, divided by the estimated aggregate amount of Allowed Claims in such Class. Each of the estimated Cash or value of New GWO Interests or other assets and the estimated aggregate amount of Allowed Claims has been made in ranges with both low and high estimates. In determining such amount, the Debtors have assumed that the Plan is consummated as described herein.

³ This Section I is intended only to provide a summary of certain key terms of the Plan and is qualified in its entirety by reference to the entire Plan and exhibits thereto.

These calculations do not include any value attributed to the Sprint Litigation or Causes of Action, by any of the Estates. The Debtors are not prosecuting the Sprint Litigation nor have they completed a review of all Causes of Action, and therefore are not in a position to provide an estimated value for such actions.

For a discussion of various factors that could materially affect the amount of Cash or value of New GWO Interests or other assets to be distributed pursuant to the Plan, *see* Section IV. In addition, the Debtors' estimates for recoveries by Holders of Allowed Claims are based on the Debtors' current view of the likely amount of Allowed Administrative Claims incurred by the Debtors through confirmation of the Plan. There can be no guarantee that the Debtors' estimates of Administrative Claims will prove to be accurate.

CLASS	TREATMENT	STATUS/ ENTITLEMENT TO VOTE	ESTIMATED AGGREGATE AMOUNT OF CLAIMS	ESTIMATED PERCENTAGE RECOVERY RANGE
Class 1 Priority Non-Tax Claims	Except to the extent that a Holder of an Allowed Priority Non-Tax Claim agrees to a less favorable treatment, in exchange for full and final satisfaction, settlement, release and discharge of each Allowed Priority Non-Tax Claim, each Holder of such Allowed Priority Non-Tax Claim shall be paid in full in Cash by the Reorganized Debtor as soon as reasonably practicable on or after the latest of (i) the Effective Date, (ii) the date on which such Priority Non-Tax Claim against the Debtors becomes an Allowed Priority Non-Tax Claim, (iii) such other date as may be ordered by the Bankruptcy Court, or (iv) when due and payable in the ordinary course of business.	Unimpaired Deemed to Accept the Plan Not Entitled to Vote	\$1,500,000	100%
Class 2 First Out Second Lien Secured Claims	The First Out Second Lien Secured Claims shall be Allowed in the aggregate principal amount of \$23,244,644.13, plus any and all accrued and unpaid contractual interest as of the Effective Date and reasonable professional fees and expenses of the Second Lien Agent and the First Out Second Lien Lenders accrued and unpaid as of the Effective Date, less any cash	Impaired Entitled to Vote	Approximately \$23,244,644.13 plus accrued contractual interest, professionals' fees and expenses	100%

	<p>distributions made under the Final Cash Collateral Order on account of the principal amount of such Claims after July 31, 2017. Except to the extent that a Holder of an Allowed First Out Second Lien Secured Claim agrees to a less favorable treatment, on the Effective Date, the First Out Second Lien Lenders shall receive, in full and final satisfaction, settlement, release, and discharge of their First Out Second Lien Secured Claims, their allocable share of the New Second Lien Secured Notes, on the following key terms:</p> <p>(i) Aggregate Principal Amount (the “<u>New Principal Amount</u>”): \$23,244,644.13, plus accrued but unpaid interest, payable as follows:</p> <p>(ii) Interest: LIBOR plus 1000 basis points, paid quarterly in Cash.</p> <p>(iii) Collateral: The New Second Lien Secured Notes shall be secured by all of the Reorganized Debtor’s assets, subject only to any valid and perfected Permitted Liens that had priority over the First Out Second Lien Secured Claims as of the Petition Date under applicable law, and Liens securing the Exit Facility.</p> <p>(iv) Paydown with Litigation Proceeds:</p> <p>Each Holder of an Allowed First Out Second Lien Secured Claim shall receive its allocable share of Litigation Trust Interests – Class A-1, which will provide for such Holders to receive its allocable share of all Lender Distributions as provided in the Litigation</p>			
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	<p>Proceeds Waterfall Provision (as evidenced by Litigation Trust Interests Class A-1), which amounts shall be applied dollar-for-dollar to the Debtors' outstanding principal obligations under the New Second Lien Secured Notes, until the New Second Lien Secured Notes are paid in full after giving effect to any principal payments made by the Reorganized Debtor on account of the New Second Lien Notes. For the avoidance of doubt, the Holders of Class 2 First Out Second Lien Secured Claims shall not be entitled to receive any Retained Creditor Action Proceeds.</p> <p>(v) Professional Fees and Expenses: the reasonable professional fees and expenses of the Second Lien Agent and the First Out Second Lien Lenders shall be paid in cash on the Effective Date.</p>			
<p>Class 3</p> <p>Last Out Second Lien Secured Claims</p>	<p>The Last Out Second Lien Secured Claims shall be Allowed in the aggregate principal amount of \$57,861,555.02, plus any and all accrued and unpaid contractual interest as of the Effective Date and reasonable professional fees and expenses of the Last Out Second Lien Lender accrued and unpaid as of the Effective Date, less any cash distributions made under the Final Cash Collateral Order or on account of the principal amount of such Claims after July 31, 2017. Except to the extent that a Holder of the Last Out Second Lien Secured Claim agrees to a less favorable treatment, each Last Out Second Lien Secured Claim shall receive (i) on the Effective Date, in full and final satisfaction, settlement, release,</p>	<p>Impaired</p> <p>Entitled to Vote</p>	<p>\$57,861,555.02 plus accrued contractual interest, professionals' fees and expenses</p>	<p>8.6% plus contingent recoveries</p>

	and discharge of its Pro Rata Share of \$5 million of Allowed Last Out Second Lien Secured Claims, its Pro Rata share of 100% of the New GWO Interests, and (ii) in full and final satisfaction, settlement, release, and discharge of the balance of its Allowed Last Out Second Lien Secured Claim, and until all Allowed Last Out Second Lien Secured Claims have been paid in full (other than Claims described in clause (i)), its allocable share of Litigation Trust Interests – Class A-2, which will provide for such Holder to receive its allocable share of all Lender Distributions as provided in the Litigation Proceeds Waterfall Provision (as evidenced by Litigation Trust Interests Class A-2) remaining after payment in full of all Allowed First Out Second Lien Secured Claims. For the avoidance of doubt, the Holder of the Class 3 Last Out Second Lien Secured Claim shall not be entitled to receive any Retained Creditor Action Proceeds.			
Class 4 Other Secured Claims	Except to the extent that a Holder of an Allowed Other Secured Claim agrees to a less favorable treatment or such Allowed Other Secured Claim is Reinstated, in exchange for full and final satisfaction, settlement, release, and discharge of each Allowed Other Secured Claim, each Holder of such Allowed Other Secured Claim, including Secured Tax Claims, shall receive, on the later of the Effective Date and the date on which the Other Secured Claim becomes an Allowed Claim, at the option of the Reorganized Debtor made in consultation with the Supporting Lenders: (a) Cash equal to the amount of such Allowed Other	Unimpaired Deemed to Accept the Plan Not Entitled to Vote	\$100,000	100%

	Secured Claim; (b) the collateral securing such Allowed Other Secured Claim; or (c) satisfaction of such Allowed Other Secured Claim pursuant to such other terms and conditions as may be agreed upon by the Reorganized Debtor and the Holder of such Allowed Other Secured Claim.			
Class 5A GWI General Unsecured Claims	In exchange for full and final satisfaction, settlement, release, and discharge of each Allowed GWI General Unsecured Claim, each Holder of an Allowed GWI General Unsecured Claim shall receive, until all Allowed GWI General Unsecured Claims have been paid in full, its Pro Rata share of (i) the Litigation Trust Interests—Class B-1, or (ii) such other less favorable treatment as to which such Holder and the Debtors or the Litigation Trustee shall have agreed upon in writing.	Impaired Deemed to Reject	\$110,000,000	Recovery percentage contingent on litigation recoveries.
Class 5B GWH General Unsecured Claims	In exchange for full and final satisfaction, settlement, release, and discharge of each Allowed GWH General Unsecured Claim, each Holder of an Allowed GWH General Unsecured Claim shall receive, until all Allowed GWH General Unsecured Claims have been paid in full, its Pro Rata share of (i) the Litigation Trust Interests—Class B-2, or (ii) such other less favorable treatment as to which such Holder and the Debtors or the Litigation Trustee shall have agreed upon in writing.	Impaired Deemed to Reject	0	Recovery percentage contingent on litigation recoveries.
Class 5C GWO/GWCS General Unsecured Claims	In exchange for full and final satisfaction, settlement, release, and discharge of each Allowed GWO/GWCS General Unsecured Claim, each Holder of an Allowed GWO/GWCS General Unsecured Claim shall receive, until all Allowed GWO/GWCS General Unsecured Claims have	Impaired Deemed to Reject	0	Recovery percentage contingent on litigation recoveries.

	been paid in full, its Pro Rata share of (i) the Litigation Trust Interests—Class B-3, or (ii) such other less favorable treatment as to which such Holder and the Debtors or the Litigation Trustee shall have agreed upon in writing.			
Class 6 Subordinated Claims	Except only as provided in Section IV.C.5 of the Plan, Holders of Subordinated Claims shall not be entitled to receive, and shall not receive or retain, any property under the Plan on account of such Subordinated Claims.	Impaired Deemed to Reject	Unknown	Class 6 has a contingent residual interest in litigation recoveries if all Holders of Allowed Claims in Classes 1, 2, 3, 4, 5A, 5B and 5C ultimately are paid in full, with applicable interest.
Class 7 Interests	Except only as provided in Section IV.C.5 of the Plan, Holders of Interests shall not receive any distribution on account of such Interests. On the Effective Date, Class 7 Interests shall be cancelled and discharged.	Impaired Deemed to Reject	N/A	Class 7 has a contingent residual interest in litigation recoveries if all Holders of Allowed Claims ultimately are paid in full, with applicable interest.

The estimated aggregate amounts of Claims and Interests shown in the table above are based upon the Debtors' review of their books and records and may be revised following the Debtors' analysis of the Claims Filed. Further, the amount of any Disputed Claim that ultimately is allowed by the Bankruptcy Court may be significantly more or less than the estimated amount of such Claim.

C. Voting on and Confirmation of the Plan

(i) Voting Procedures and Requirements

Pursuant to the Bankruptcy Code, only classes of claims against or equity interests in a debtor that are "impaired" under the terms of a plan of liquidation or reorganization are entitled to vote to accept or reject a plan. A class is "impaired" if the legal, equitable or contractual rights attaching to the claims or interests of that class are modified, other than by curing defaults and reinstating maturity. Classes of Claims and Interests that are not impaired are not entitled to vote on the Plan and are conclusively presumed to have accepted the Plan. In addition, Classes of Claims and Interests that do not receive

distributions under the Plan are not entitled to vote on the Plan and are deemed to have rejected the Plan. Finally, to avoid the cost of soliciting votes on the Plan from Holders of Claims in Classes 5A, 5B, and 5C (GWI General Unsecured Claims, GWH General Unsecured Claims, and GWO/GWCS General Unsecured Claims), such Claims will be deemed to reject the Plan even though they may receive distributions. The classification of Claims and Interests is summarized, together with an indication of whether each Class of Claims or Interests is impaired or unimpaired, in Section V.B.

Pursuant to section 502 of the Bankruptcy Code and Bankruptcy Rule 3018, the Bankruptcy Court may temporarily allow a Claim for voting or other purposes. By order of the Bankruptcy Court, voting tabulation procedures have been established, which include certain vote tabulation rules that temporarily allow or disallow certain Claims for voting purposes only (the Solicitation Procedures Order). These voting procedures, including the tabulation rules, are described in the solicitation materials provided with your ballot.

Voting on the Plan by each Holder of a Claim in Classes 2 and 3 is important. Please carefully follow all of the instructions contained on the ballot or ballots provided to you. All ballots must be completed and returned in accordance with the instructions provided.

To be counted, your ballot or ballots must be received by 4:00 p.m., prevailing Eastern Time, on October 16, 2017 at the address set forth on the preaddressed envelope provided to you or submitted and received through the Voting Agent's electronic ballot platform at <https://cases.primeclerk.com/generalwireless/>. It is of the utmost importance to the Debtors that you vote promptly to accept the Plan.

If you are entitled to vote and you did not receive a ballot, received a damaged ballot or lost your ballot, please call the Voting Agent at (855) 410-7361. Also, this Disclosure Statement, the Plan and all of the related exhibits and schedules, including ballots, are available, without charge, to any party in interest at <https://cases.primeclerk.com/generalwireless/>.

Votes cannot be transmitted orally, by email or by facsimile. Accordingly, you are urged to return your signed and completed ballot, by hand delivery, overnight service or regular U.S. mail, promptly, so that it is received by the Voting Agent before the Voting Deadline, or complete and submit an electronic ballot through the Voting Agent's online ballot platform at <https://cases.primeclerk.com/generalwireless/>.

(ii) Combined Disclosure Statement Approval and Confirmation Hearing

Section 1128(a) of the Bankruptcy Code requires the Bankruptcy Court, after notice, to hold a hearing on Confirmation of the Plan. Section 1128(b) of the Bankruptcy Code provides that any party-in-interest may object to Confirmation of the Plan. Pursuant to section 105(d)(2)(B)(vi) of the Bankruptcy Code, the hearing on Confirmation of the Plan may be combined with the hearing on approval of the Disclosure Statement under section 1125 of the Bankruptcy Code. The Bankruptcy Court has entered the Solicitation Procedures Order that, among other things, granted the Debtors' request to combine the hearings on approval of the Disclosure Statement and Confirmation of the Plan as permitted by section 105(d)(2)(B)(vi) of the Bankruptcy Code (the "Combined Hearing").

The Combined Hearing will commence on October 25, 2017 at 10:00 a.m. (prevailing Eastern Time). before the Honorable Brendan L. Shannon, Chief United States Bankruptcy Judge of the United States Bankruptcy Court for the District of Delaware, in the United States Bankruptcy Court for the District of Delaware, 824 North Market Street, 6th Floor, Wilmington, Delaware 19801. The Combined

Hearing may be adjourned from time to time by the Bankruptcy Court without further notice, except for an announcement of the adjourned date made at the Combined Hearing or in any hearing agenda.

The deadline to File objections to approval of the Disclosure Statement or the Confirmation of the Plan is October 16, 2017 at 4:00 p.m. (prevailing Eastern Time) (the “Objection Deadline”). All objections to the approval of this Disclosure Statement or Confirmation of the Plan must be made in writing and must specify in detail the name and address of the objector, all grounds for the objection and the amount of the Claim or Interest held by the objector. Any such objections must be Filed and served in accordance with the Solicitation Procedures Order on or before the Objection Deadline.

(iii) Confirmation

To confirm the Plan, the Bankruptcy Code requires that the Bankruptcy Court make a series of findings concerning the Plan and the Debtors, including that:

- the Plan has classified Claims and Interests in a permissible manner;
- the Plan complies with the applicable provisions of the Bankruptcy Code;
- the Debtors have complied with the applicable provisions of the Bankruptcy Code;
- the Debtors, as proponents of the Plan, have proposed the Plan in good faith and not by any means forbidden by law;
- the disclosure required by section 1125 of the Bankruptcy Code has been made;
- the Plan has been accepted by the requisite votes of creditors, except to the extent that cramdown is available under Section 1129(b) of the Bankruptcy Code;
- the Plan is feasible;
- all fees and expenses payable under 28 U.S.C. § 1930, as determined by the Bankruptcy Court at the Confirmation Hearing, have been paid or the Plan provides for the payment of such fees on the Effective Date; and
- the Plan is in the “best interests” of all Holders of Claims or Interests in an impaired Class by providing to creditors or Interest Holders on account of such Claims or Interests property of a value, as of the Effective Date, that is not less than the amount that such Holder would receive or retain in a chapter 7 liquidation, unless each Holder of a Claim or Interest in such Class has accepted the Plan.

(iv) Acceptance

A plan is accepted by an impaired class of claims if holders of at least two-thirds in dollar amount and a majority in number of claims of that class vote to accept the plan. Only those holders of claims who actually vote (and are entitled to vote) to accept or to reject a plan count in this tabulation.

(v) Feasibility

Section 1129(a)(11) of the Bankruptcy Code requires that confirmation of a plan not be likely to be followed by the liquidation, or the need for further financial reorganization, of the Debtors or any successor to the Debtors (unless such liquidation or reorganization is proposed in the Plan). To determine

whether the Plan meets this feasibility requirement, the Debtors have analyzed their ability to meet their respective obligations under the Plan. As part of this analysis, the Debtors prepared the Financial Projections, as set forth on **Exhibit E** attached hereto. Based on the Debtors' analysis, the Reorganized Debtor will have sufficient assets to accomplish its tasks under the Plan. Therefore, the Debtors believe that their reorganization pursuant to the Plan will meet the feasibility requirements of the Bankruptcy Code.

(vi) Best Interests Test; Liquidation Analysis

Notwithstanding acceptance of the Plan by each impaired Class, to confirm the Plan, the Bankruptcy Court must determine that the Plan is in the best interests of each Holder of a Claim or Interest in any such impaired Class who has not voted to accept the Plan. Accordingly, if an impaired Class does not unanimously accept the Plan, the "best interests" test requires that the Bankruptcy Court find that the Plan provides to each member of such impaired Class a recovery on account of the member's Claim or Interest that has a value, as of the Effective Date, at least equal to the value of the distribution that each such member would receive if the applicable Debtor were liquidated under chapter 7 of the Bankruptcy Code on such date.

Because the Plan proposes a reorganization of the Debtors' assets, the Debtors have analyzed factors that will impact recoveries (the "Recoveries") available to creditors under the Plan and a chapter 7 liquidation. These factors include professionals' fees and expenses, asset disposition expenses, applicable Taxes, potential Claims arising during the pendency of the Plan or chapter 7 case and trustee fees and expenses. The information contained in **Exhibit D** hereto provides a summary of the Recoveries under the Plan and in a chapter 7 liquidation.

In summary, the Debtors believe that a chapter 7 liquidation would result in diminution in the Recoveries to be realized by Holders of Claims, as compared to the proposed distributions under the Plan. Consequently, the Debtors believe that the Plan will provide a greater ultimate return to Holders of Claims than would a chapter 7 liquidation of the Debtors.

(vii) Compliance with Applicable Provisions of the Bankruptcy Code

Section 1129(a)(1) of the Bankruptcy Code requires that the Plan comply with the applicable provisions of the Bankruptcy Code. The Debtors have considered each of these issues in the development of the Plan and believe that the Plan complies with all provisions of the Bankruptcy Code.

(viii) Alternatives to Confirmation and Consummation of the Plan

The Debtors have evaluated alternatives to the Plan, including alternative structures and terms of the Plan. While the Debtors have concluded that the Plan is the best alternative and will maximize recoveries by Holders of Claims, if the Plan is not confirmed, the Debtors, individually or collectively, or (subject to the Debtors' exclusive periods under the Bankruptcy Code to File and solicit acceptances of a plan or plans of liquidation) any other party in interest in the Chapter 11 Cases could attempt to formulate and propose a different plan. Further, if no plan of reorganization or liquidation under chapter 11 of the Bankruptcy Code can be confirmed, the Chapter 11 Cases may be converted to chapter 7 cases. In a liquidation case under chapter 7 of the Bankruptcy Code, a trustee would be appointed to liquidate the remaining assets of each Debtor and distribute proceeds to creditors. The proceeds of the liquidation would be distributed to the respective creditors of the Debtors in accordance with the priorities established by the Bankruptcy Code. The Debtors believe that Confirmation and consummation of the Plan is preferable to the available alternatives.

D. Conditions Precedent to Consummation of the Plan

(i) Conditions to the Effective Date

The Effective Date shall not occur and the Plan shall not be consummated unless and until each of the following conditions has been satisfied or duly waived pursuant to Article IX.A of the Plan:

1. The Bankruptcy Court shall have entered the Confirmation Order and the Confirmation Order shall not be stayed.
2. Any amendments, modifications, or supplements to the Plan (including the Plan Supplement), if any, shall be reasonably acceptable to the Supporting Parties.
3. All actions, documents, certificates, and agreements necessary to implement this Plan, shall have been effected or executed and delivered to the required parties and, to the extent required, filed with the applicable Governmental Units in accordance with applicable laws.
4. The Litigation Trust shall have been created by execution of the Litigation Trust Agreement and funded with the Litigation Trust Funds in Cash.
5. All Governmental Unit approvals or other approvals required to effectuate the terms of the Plan, including the Plan Supplement, have been obtained.
6. The Reorganized Debtor shall have closed on the Exit Facility, pursuant to the Exit Facility Credit Agreement, and all conditions precedent to the consummation thereof shall have been waived or satisfied in accordance with the terms thereof.
7. All professional fees and expenses of the Second Lien Agent, the Second Lien Lenders, the DIP Facility Agent and the DIP Facility Lenders have been paid in full in Cash.
8. Unless waived by the Supporting Lenders, the aggregate amount of the Allowed Administrative Claims and Allowed Priority Claims (other than Accrued Professional Compensation Claims to the extent consistent with the and other such Claims secured by escrowed funds) that have not been, or will not be, satisfied in the ordinary course of business shall not exceed (or shall be estimated as of the Effective Date not to exceed) \$2,500,000.

(ii) Waiver of Conditions to the Effective Date

The conditions to the Effective Date set forth in Article IX.A of the Plan may be waived as set forth in Article IX.B of the Plan by the Debtors, the Supporting Lenders, and if applicable, any other Person entitled to satisfaction of such condition, without notice, leave, or order of the Bankruptcy Court or any formal action other than proceeding to confirm or consummate the Plan.

(iii) Effect of Nonoccurrence of Conditions to the Effective Date

If each of the conditions to the Effective Date is not satisfied in accordance with Article IX.A of the Plan or duly waived in accordance with Article IX.B of the Plan, then, in accordance with Article IX.C of the Plan, the Plan shall be null and void in all respects and nothing contained in the Plan or the Disclosure Statement shall: (i) constitute a waiver or release of any claims or Causes of Action by the Debtors, any Holders, or any other Entity; (ii) prejudice in any manner the rights of the Debtors, any Holders, or any other Entity; or (iii) constitute an admission, acknowledgment, offer, or undertaking by the Debtors, any Holders, or any other Entity in any respect.

II. HISTORY OF THE DEBTORS

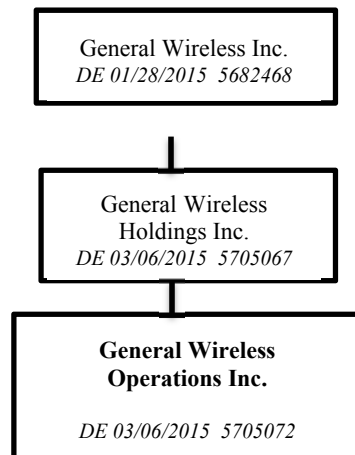
A. Debtors' Historical Overview

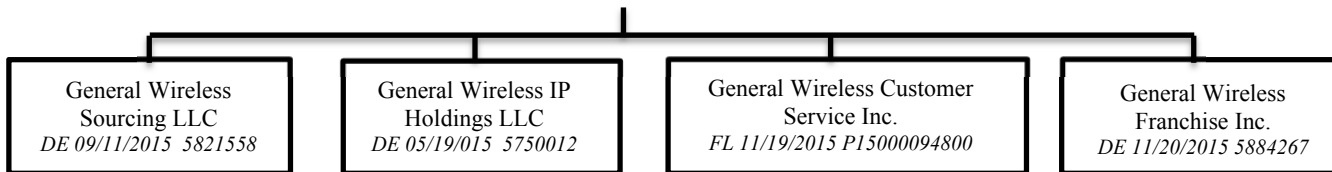
The Debtors were formed to purchase and operate certain assets of RS Legacy Corporation d/b/a RadioShack Corporation (“RS Legacy”) and certain of its affiliates (together, the “RS Legacy Debtors”) through a court-approved sale process in the bankruptcy cases of the RS Legacy Debtors, Case Nos. 15-10197 (BLS) *et seq.* (the “Prior Chapter 11 Cases”). At the time the RS Legacy Debtors filed the Prior Chapter 11 Cases, RadioShack had more than 21,000 employees and a vast retail network that included more than 4,400 company-operated stores across the United States, Mexico and Asia, and more than 1,100 dealer/franchise stores worldwide.

In the Prior Chapter 11 Cases, approximately 2,400 of the RS Legacy Debtors’ underperforming stores were closed and liquidated. The going concern business was sold through an asset sale (the “General Wireless Sale”) to General Wireless Inc. (“General Wireless”). The General Wireless Sale transferred ownership of the following assets: (i) 1,733 RadioShack stores throughout the United States, Puerto Rico, and the U.S. Virgin Islands; (ii) the inventory, fixtures, and equipment in those stores; and (iii) ownership of certain intellectual property, including the ability to use the RadioShack name in the U.S. and certain foreign markets. Those purchases were authorized by the Bankruptcy Court in two orders in the Prior Chapter 11 Cases. *See* Docket Nos. 1672 (April 1, 2015) and 2333 (June 4, 2015).

B. Corporate Structure

General Wireless is the ultimate parent company for each of the Debtors and their non-debtor Subsidiaries, and the Debtors’ primary operating entity is and has been GWO. The following chart depicts the corporate organizational structure of the Debtors and their non-debtor Subsidiaries as of the Petition Date.





C. Description of the Debtors' Business as of the Petition Date

(i) Retail Operations

(a) U.S. Stores

As of the Petition Date, GWO operated more than 1,500 stores under the RadioShack brand in the United States, Puerto Rico and the U.S. Virgin Islands. Those stores were located primarily in strip centers and individual storefronts. Each location carried a broad assortment of both name brand and private label consumer electronics and mobility products.

(b) Dealer Outlets

In addition to its company-operated locations, on the Petition Date the Debtors had a network of approximately 425 dealer outlets (the "RadioShack Dealers") in the United States and one international franchisee. The dealers were primarily in small American towns, serving as the electronics hub on "Main Street." The Debtor sold both name brand and private label consumer electronics and services to these dealers and its franchisee under wholesale dealer and franchise arrangements.

General Wireless currently operates a domestic dealer network consisting of roughly 415 independently owned and operated dealer RadioShack Dealers. The RadioShack Dealers are distributed throughout the country and a large portion have become fixtures in their small communities. The RadioShack Dealers sublicense use of the RadioShack brand and purchase RadioShack branded product through the General Wireless business-to-business portal for in-store sales. The RadioShack Dealer network is viewed as a long-term viable growth channel, as the opportunities to expand into closed corporate stores is vast and the operational overhead is generally low through self-management. As such, General Wireless has undertaken a revitalization of the dealer network, using an entrepreneurial approach and have seen some initial growth in number of RadioShack Dealers, as well as in sales.

(c) Radioshack.com

In addition to its stores and dealer outlets, GWO sold products and provided information to its customers through its retail website at <http://www.radioshack.com> ("radioshack.com"). Online customers could purchase, return, and exchange certain products through radioshack.com, and customers could pick up, exchange, and return items purchased through the website at RadioShack stores.

(d) Distribution Center

As of the Petition Date, the Debtors operated a distribution center located in Fort Worth, Texas, which ships products to retail locations and dealer outlets. In addition to supporting retail stores and dealer outlets, the distribution center served as a fulfillment center for online customers and a distribution center for fixtures to U.S. retail stores.

(e) Employees

As of the Petition Date, the Debtors had approximately 5,900 full and part-time hourly and salaried employees in the United States, Puerto Rico and the U.S. Virgin Islands. The Debtors' employees are not subject to any collective bargaining agreements.

(f) RadioShack Properties

The Debtors' headquarters and distribution center in Fort Worth, Texas and all of the Debtors' retail stores were leased. As of the Petition Date, the aggregate monthly rent due under the leases (collectively, the "Leases") was approximately \$4 million. As of the Petition Date, the Debtors' outstanding obligations under the Leases was approximately \$10,216,504.

(g) The Debtors' Relationship with Sprint

In connection with the General Wireless Sale, GWO entered into a series of agreements with Sprint Solutions, Inc. ("Sprint Solutions" and, generally with certain affiliates, "Sprint") to establish co-branded stores for the sale of Sprint mobile devices, including mobile handsets, tablets, and mobile broadband devices. Pursuant to the agreements with Sprint, Sprint, among other things, would operate Sprint stores within the RadioShack stores known as "Sprint Team at RadioShack" or "STAR." In exchange for the exclusive use of prime RadioShack floor space, Sprint agreed to pay approximately a third of the rent, to split profits with RadioShack from the sale of wireless accessories, and to pay RadioShack commissions on phones sold in RadioShack stores. The agreements included the following:

(i) Alliance Agreement

The Amended and Restated Master Strategic Retail Alliance Agreement by and between GWO and Sprint Solutions dated as of April 1, 2015 (as amended, the "Alliance Agreement") governed the overall business relationship between the Debtors and Sprint and, in particular, documented that Sprint would have the right to be the exclusive mobility provider in the GWO stores and that GWO and Sprint would operate more than one thousand co-branded stores.

(ii) Buyer Primary Sublease Agreement

The Multiple Site Sublease Agreement by and among GWO and various Sprint entities dated April 1, 2015 (the "Buyer Primary Sublease Agreement") provided that GWO, as tenant, would sublease a certain area within each of the affected Premises (as such term is defined in the agreement) to allow Sprint to operate a "store within a store." The Buyer Primary Sublease Agreement contained various standards to assure the joint retail success of the operations at each of the Premises.

(iii) Sprint Primary Sublease Agreement

The Multiple Site Sublease Agreement by and among various Sprint entities and GWO dated April 1, 2015 (the "Sprint Primary Sublease Agreement") provided that each Sprint entity, as tenant, would sublease area within each of the affected Premises (as such term is defined in the agreement) to allow GWO to operate a "store within a store." The Sprint Primary Sublease Agreement contained various standards to assure the joint retail success of the operations at each of the Premises.

(ii) Other Agreements

The Alliance Agreement also referenced the existence of, and provided for the parties to enter into, other "Related Agreements," including "the Investor Rights Agreement, the MSA Amendment, the Pre-Paid Distribution Agreement, as amended and the Operations, Management and Staffing

Agreement.” These agreements addressed issues including investor rights, retail sales and commissions thereon, and personnel sharing and compensation.

D. The Debtors’ Prepetition Indebtedness

(i) First Lien Facility

In connection with the Debtors’ acquisition of the RS Legacy assets, GWO and General Wireless Holdings Inc. (“Holdings”) entered into that certain \$75,000,000 Credit Agreement dated as of July 2, 2015, among GWO, Holdings, Royal Bank of Canada, as Administrative Agent, Issuer and Collateral Agent (“RBC”), and GACP Finance Co., LLC, as Term Loan Agent (“Great American”) (collectively, the “First Lien Lenders”), which agreement was thereafter amended by amendments dated August 5, 2015; February 2, 2016; and September 14, 2016 (as thereby amended, the “First Lien Agreement”). Under the terms of the First Lien Agreement, certain First Lien Lenders provided or committed to provide, among other things, revolving loans and term loans to GWO in amounts not to exceed \$50 million and \$30 million, respectively. Holdings is a guarantor of GWO’s obligations pursuant to the Guaranty dated as of July 2, 2015, among GWO, Holdings and RBC.

Loans made pursuant to the First Lien Agreement were secured by the Collateral Documents (as such term is defined in the First Lien Agreement), which documents include a security agreement granting the First Lien Lenders a security interest in substantially all of GWO’s and Holdings’ personal property assets and leasehold mortgages against twelve of GWO’s retail leases. As of the Petition Date, the outstanding aggregate principal amount of the First Lien Agreement term loans was approximately \$25.5 million (which since have been paid in full), and there was no outstanding principal amount of First Lien Agreement revolving loans, although there was approximately \$2,800,000 of outstanding fully collateralized letter of credit co-indemnity reimbursement obligations.

(ii) Second Lien Facility and Intercreditor and Subordination Agreement

Soon after its incorporation, GWO obtained financing pursuant to that certain Revolving Credit Agreement, dated as of April 1, 2015, by and among GWO, as borrower, Holdings and Standard General Master Fund L.P., as lender. That agreement was refinanced by that certain Second Lien Credit Agreement dated as of February 2, 2016. The facility was thereafter expanded pursuant to the Amended and Restated Second Lien Security Agreement dated as of May 6, 2016, among Holdings, GWO, Cortland Capital Market Services LLC (the “Second Lien Agent”), Prisma Capital Partners LP, as structuring advisor, and the lenders from time to time party thereto (collectively, the “Second Lien Lenders”), which agreement was amended by that Amendment No. 1 dated September 14, 2016 (as amended, the “Second Lien Agreement”). Under the terms of the Second Lien Agreement, certain of the Second Lien Lenders provided or committed to provide, among other things, revolving loans and term loans to GWO in amounts not to exceed \$50 million and \$38.3 million, respectively. Holdings is a guarantor of GWO’s obligations pursuant to the Amended and Restated Second Lien Guaranty dated as of May 6, 2016, among Holdings and the Second Lien Agent.

Loans made pursuant to the Second Lien Agreement are secured by the Collateral Documents (as such term is defined in the Second Lien Agreement), which documents include a security agreement granting the Second Lien Lenders a security interest in substantially all of GWO’s and Holdings’ personal property assets and leasehold mortgages against twelve of GWO’s retail leases. As of the Petition Date, the outstanding aggregate principal amount of the Second Lien Agreement term loans was approximately \$39,747,117, which since has been reduced by \$18 million, and the outstanding aggregate principal amount of the Second Lien Agreement revolving loans was approximately \$55,402,104.

(iii) IP Loan

At the time the Debtors purchased assets from RS Legacy, GWO transferred certain intellectual property assets to a wholly-owned limited liability company, General Wireless IP Holdings LLC (“GW IP”), which is not a Debtor in these Chapter 11 cases. GW IP licenses those assets to GWO pursuant to the Intellectual Property License Agreement (the “IP License”) dated as of June 19, 2015, between GW IP and GWO. The IP License is a perpetual, royalty-free license. GW IP thereafter entered into the Loan Agreement (as amended by that Amendment to Loan Agreement dated as of April 29, 2016, the “IP Loan Agreement”) dated as of June 19, 2015, between GW IP and Kensington Technology Holdings, LLC (“Kensington”). The IP Loan Agreement provided for a term loan of up to \$23 million, of which \$11.6 million of principal was payable in June 2017 and the balance is payable in June 2018.

Loans made pursuant to the IP Loan Agreement were secured by substantially all of GW IP’s personal property assets pursuant to a Security Agreement dated June 19, 2015, between GW IP and Kensington. GWO guaranteed GW IP’s obligations pursuant to the Guaranty dated as of June 19, 2015, in favor of Kensington, which Guaranty is secured by GWO’s interest in GW IP, pursuant to a Pledge Agreement dated June 19, 2015. As of the Petition Date, the outstanding aggregate principal amount of the term loans payable to Kensington under the IP Loan Agreement was \$23 million.

(iv) Trade Debt

As of the Petition Date, the Debtors’ outstanding trade debt was approximately \$62,859,739, of which \$52,643,235 was payable to vendors and trade creditors, and \$10,216,504 was comprised of unpaid pre-petition rent.

E. Events Leading up to the Debtors’ Chapter 11 Filings

In connection with their acquisition of the RS Legacy assets and the contractual relationship with Sprint, the Debtors’ business plan called for material operating improvements, combined with economies and incremental revenues arising out of the Sprint relationship, to assure its long-term viability.

At the outset of the GWO relationship with Sprint in early 2015, GWO had significant negative annual cash flow. GWO’s operating results, however, showed considerable improvements through the end of 2016. Among other things, GWO increased the selling margins by more than 1,500 bps by focusing on private brands; reduced its operating costs by 23%; successfully restructured its supply chain to remove significant expenses; reduced store count to eliminate over two hundred underperforming stores; relaunched its e-commerce platform; and re-invigorated its 425 store Dealer operations. Additionally, GWO pursued a number of innovative marketing partnerships with businesses including Fedex, Amazon, Comcast, and Hulu, and increased its national emphasis on supply and support of STEM (science, technology, engineering and math) educational initiatives. The core RadioShack retail business (i.e., excluding the Sprint mobility business) had turned a corner and become profitable.

While the retail business progressed, the Sprint relationship did not yield the benefits that the Debtors anticipated. The estimated cash commissions were originally projected to provide a significant cash flow for GWO. It eventually became apparent to the Debtors, however, that not only would they not receive the originally projected cash commissions in 2016, but they likely would not receive commissions from Sprint, even at a substantially reduced amount, until 2018. Debtors’ management made numerous attempts to compel Sprint to make the payments beginning as early as March 2016 and continuing into early 2017.

Had the Sprint commission payments been made in the manner and amounts projected by the Debtors, the Debtors believe that the funds received would have been sufficient to allow the Debtors to raise new capital, cover one-time legacy liabilities, service impending debt obligations, and restore the Debtors to financial stability. As a result of the above-described events, however, the Debtors determined that they had insufficient capital to operate as a going concern outside of bankruptcy. As such, the Debtors determined it to be in the best interests of the Debtors' estates and their creditors to file the Chapter 11 Cases, conduct store closing sales and reject leases at underperforming locations, and pursue a sale or restructuring of their remaining assets.

III. EVENTS DURING THE CHAPTER 11 CASES

A. Commencement of the Chapter 11 Cases

On March 8, 2017, the Debtors each commenced a reorganization case by filing a voluntary petition for relief under chapter 11 of the Bankruptcy Code in the Bankruptcy Court. The Chapter 11 Cases were assigned to Chief United States Bankruptcy Judge Brendan L. Shannon, who also presided over the Prior Chapter 11 Cases.

B. First Day Relief

On the Petition Date, the Debtors filed a number of motions seeking typical "first-day" relief (collectively, the "First Day Motions"), as well as a declaration in support thereof. The purpose of these First Day Motions was to stabilize the Debtors' business in the initial days of these Chapter 11 Cases and permit them to immediately commence store closing sales at certain of their stores.

In particular, the First Day Motions sought authority to: (1) administer the Chapter 11 Cases jointly for procedural purposes; (2) appoint a claims noticing agent; (3) file a consolidated list of creditors; (4) continue use of the Debtors' cash management system; (5) pay certain pre-petition employee wages, benefits and related items; (6) maintain certain customer programs and honor related pre-petition obligations to the Debtors' customers; (7) pay certain pre-petition taxes; (8) continue the Debtors' insurance programs and pay related obligations; (9) pay certain pre-petition claims related to shipping and processing charges; (10) establish adequate assurance procedures with respect to the Debtors' utility providers; (11) use secured lenders' cash collateral and provide adequate protection in connection therewith; and (12) conduct inventory liquidation, store closing or similar themed sales at certain of the Debtors' stores. The Bankruptcy Court, for the most part, granted the relief sought by the First Day Motions.

C. The Debtors' Use of Cash Collateral

On the Petition Date, the Debtors filed a motion seeking authority to use cash collateral and afford their senior lien lenders adequate protection in the form of replacement liens and a superpriority claim, in order to permit the Debtors to continue business operations while closing a substantial number of stores, liquidate inventory and pursue restructuring efforts. On March 10, 2017, the Bankruptcy Court entered an interim order (as corrected by an amended order entered on March 15, 2017) approving the Debtors' use of cash collateral on an interim basis in accordance with a 13-week budget (the "Budget") agreed to by the Debtors and their secured lenders. On April 11, 2017, the Court entered an order approving the Debtors' use of cash collateral on a final basis (the "Final Cash Collateral Order") in accordance with the Budget, as updated from time to time. By virtue of both the liens granted in connection with the Second Lien Agreement and the replacement liens granted pursuant to the Final Cash Collateral Order, the Second Lien Lenders hold secured claims against each of Debtors.

D. Appointment of the Committee

On March 17, 2017, the U.S. Trustee appointed the Committee pursuant to section 1102 of the Bankruptcy Code. The current members of the Committee are: Spectrum Brands, Inc.; Brightstar US Inc.; ION America, LLC; Weide Electronics Co., LTD.; Ideavillage Products Corp.; Protop International, Inc.; Brixmor Property Group, Inc.; and Cheng Pu Electronics, Ltd. Counsel for the Committee are as follows:

Eric R. Wilson
 Jason R. Adams
 Lauren S. Schlussel
 KELLEY DRYE & WARREN LLP
 101 Park Avenue
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 212-808-7800
 212-808-7897 (fax)
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Richard M. Beck
 Michael W. Yurkewicz
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 Wilmington, DE 19801
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 (302) 425-9193 (fax)
 rbeck@klehr.com
 myurkewicz@klehr.com

E. Initial Sale of Assets**(i) The Store Closing Sales**

On the Petition Date, the Debtors filed an emergency motion with the Bankruptcy Court seeking authority to, among other things, conduct store closing sales at between 530 and substantially all of the Debtors' remaining stores. Pursuant to orders entered on March 15, March 16, and March 29, 2017, the Bankruptcy Court authorized the store closing sales. During the Chapter 11 Cases, the Debtors have conducted store closing sales at nearly all of their stores and continue to conduct a limited number of store closing sales.

(ii) The Nonresidential Real Property Lease Sales

On March 20, 2017, the Debtors filed a motion seeking, among other things, approval of certain procedures for the bidding and auction of certain of their unexpired, nonresidential real property leases. On April 10, 2017, the Bankruptcy Court entered an order approving the bid procedures, scheduling an auction on April 19, 2017 and establishing April 24, 2017 as the hearing date for the Bankruptcy Court to consider the approval of the sale of the Debtors' unexpired, nonresidential real property leases. Pursuant to these procedures, the Debtors received one bid for one retail store lease and approximately 20 lease termination agreements from lease counterparties. The Bankruptcy Court entered orders on April 25, 2017 authorizing these sales.

(iii) De Minimis Assets

On May 4, 2017, the Debtors filed a motion for approval of procedures for the sale or transfer of *de minimis* assets where the sale price is no more than \$250,000, or abandonment of *de minimis* assets. On May 25, 2017, the Bankruptcy Court entered an order approving the requested procedures.

F. Lease Rejection Procedures

On the Petition Date, the Debtors were parties to nonresidential real property leases at approximately 1,500 locations. In order to streamline the rejection process for leases, eliminate unnecessary administrative burdens and conserve resources, the Debtors filed a motion on March 13, 2017 seeking to establish procedures for the rejection of certain leases. On March 29, 2017, the Bankruptcy Court entered an order establishing lease rejection procedures (the “Lease Rejection Procedures Order”). Among other things, these procedures permitted the Debtors to send notices of lease rejections to counterparties and provided that any objections must be filed within 14 days of such notices.

G. Key Employee Incentive Plan and Key Employee Retention Plan

On April 25, 2017, the Bankruptcy Court entered an order approving the Debtors’ key employee incentive plan (the “KEIP”) and the key employee retention plan (the “KERP”). Pursuant to the KEIP, and subject to the conditions stated in the order approving it, the Debtors are authorized to make payments in a maximum amount of \$1,417,500 to the Debtors’ key executives for the purpose of incentivizing them to maximize post-petition value for creditors. Pursuant to the KERP, the Debtors received authority to pay up to \$500,000 in retention payments to current employees for the purpose of encouraging them to remain with the Debtors during their liquidation process and the subsequent wind-down of their estates.

H. Sprint Settlement Motion

In the first quarter of 2017 prior to the Petition Date, there were extensive negotiations between Debtors and Sprint regarding their business relationship, after which the Debtors determined that an orderly termination of their business relationship with Sprint was warranted. Thus, on March 5, 2017, the Debtors and Sprint entered into a Mutual Settlement and Release, Operations Wind Down, and Bankruptcy Cooperation Agreement (the “Sprint Settlement Agreement”). Pursuant to the Settlement Agreement, among other things, on March 6, 2017, Sprint paid to the Debtors a \$12 million wind down payment (out of which was netted certain obligations of the Debtors), and in exchange, the Debtors (i) transferred and assigned to Sprint the leases for 115 stores that were subleased in the Buyer Primary Sublease Agreement, as well as FF&E for those 115 stores and an additional 245 stores for which Sprint was the primary tenant, (ii) returned certain Sprint inventory, and (iii) provided certain information related to sales performance in the stores relating to the Sprint Primary Sublease Agreement. The Settlement Agreement provided for an additional \$5 million (the “Holdback”) to be paid by Sprint to the Debtors upon the expiration of an Investigation Period (as defined and more specifically described in the Settlement Agreement) and certain mutual releases.

On March 10, 2017, the Debtors filed a motion seeking Bankruptcy Court approval of the Debtors’ assumption of the Sprint Settlement Agreement (the “Sprint Settlement Motion”). On March 31, 2017, the Debtors filed certain amendments to the Sprint Settlement Agreement and certain related agreements (as corrected by a filing on April 17, 2017). On May 11, 2017, the Bankruptcy Court entered an order (the “Sprint Settlement Order”) approving the Debtors’ assumption of the Sprint Settlement Agreement and granting related relief. Pursuant to the Sprint Settlement Order, the Investigation Period was extended through and including June 30, 2017, and if no claim was filed against any Sprint Party (as defined in the Sprint Settlement Agreement) by that date (a “Timely Challenge”), Sprint was directed to pay the full \$5,000,000 Holdback to the Debtors on or prior to July 6, 2017. If a Timely Challenge was filed on or by June 30, 2017, the Holdback was deemed forfeited and Sprint was not required to pay the Holdback to the Debtors.

Pursuant to the to the Sprint Settlement Agreement, each of the Second Lien Lenders and the Committee were designated as “Creditor Representatives” and granted standing to commence a Timely Challenge against any Sprint Party. In furtherance of the rights granted under the Sprint Settlement Agreement, the Committee and the Second Lien Lenders retained Bartlit Beck Herman Palenchar & Scott LLP (“Bartlit Beck”) as special counsel to investigate the business relationship between the Debtors and Sprint, and if appropriate, commence a Timely Challenge. The Bankruptcy Court entered an order on August 7, 2017 authorizing and approving the employment and retention of Bartlit Beck as special counsel.

Following such investigation, on June 28, 2017, the Committee and the Second Lien Agent, on behalf of the Second Lien Lenders (collectively, “Plaintiffs”), jointly asserted a Timely Challenge by filing a Complaint against Sprint in the Superior Court of the State of Delaware (“Delaware State Court”), asserting various claims against Sprint, arising out of Sprint’s business relationship with the Debtors prior to the Petition Date (the “Sprint Litigation”). Specifically, the Complaint asserts breach of contract claims arising out of Sprint’s breach of the Alliance Agreement, as well as a claim based upon Sprint’s misappropriation of the Debtors’ trade secrets. As such, the Holdback was deemed forfeited and Sprint was not required to pay it to the Debtors.

On July 7, 2017, Sprint filed a Notice of Removal, removing the Sprint Litigation from the Delaware State Court to the Bankruptcy Court. *See* Adv. Proc. No. 17-50871. In response, on July 21, 2017, Plaintiffs filed their Motion for Mandatory Abstention and Remand (“Remand Motion”) seeking to remand the Sprint Litigation to the Delaware State Court. Briefing regarding the Remand Motion is complete. A hearing to consider the Remand Motion is scheduled for September 19, 2017.

I. Filing of Schedules and Setting of Bar Dates

On April 24, 2017, the Debtors filed their Schedules identifying the assets and liabilities of their estates. Subsequently, on May 23, 2017, the Bankruptcy Court entered an order (the “Bar Date Order”) establishing the following Bar Dates for filing of proofs of claim in the Chapter 11 Cases: (i) July 18, 2017, as the date pre-petition claims (including claims pursuant to section 503(b)(9) of the Bankruptcy Code) must be filed; (ii) September 5, 2017, as the date administrative expense claims (excluding claims pursuant to section 503(b)(9) of the Bankruptcy Code) arising on or after the Petition Date through July 31, 2017 must be filed; and (iii) September 5, 2017 as the date claims of governmental units must be filed.⁴ In accordance with the Bar Date Order, written notice of the Bar Dates and claim forms were mailed to, among others, all known claimants holding actual or potential Claims impacted by the Bar Date Order.

J. Committee First Lien Challenge

Pursuant to the Final Cash Collateral Order, the Committee was given sixty (60) days from its formation to investigate and seek standing to pursue potential challenges to the scope and extent of the First Lien Lenders’ liens and claims. The First Lien Lenders granted the Committee multiple extensions of such challenge deadline through and including June 21, 2017.

⁴ Additionally, the Bar Date Order provides that: (a) claims arising out of the rejection of an executory contract or unexpired lease must be filed by the later of July 18, 2017 and 30 days after the applicable order or notice authorizing rejection is served upon the counterparty; and (b) if the Debtors’ amend their Schedules, affected entities that dispute such changes must file claims by the later of July 18, 2017 and 30 days after notice of such amendment is served on the claimant.

As a result of its investigation, the Committee believed there were certain assets of the Debtors that were not subject to the liens of the First Lien Lenders. Rather than engage in costly litigation, the First Lien Lenders and the Committee entered into that certain Stipulation Regarding Senior Challenge, which resolved the Committee's challenge rights with respect to the First Lien Lenders under the Final Cash Collateral Order. The stipulation included a June 16, 2017 deadline for Bankruptcy Court approval. If the stipulation was not approved by that date, the stipulation expired and the parties reverted to the positions they each held prior to its execution.

On May 19, 2017, the Committee filed a motion pursuant to Bankruptcy Rule 9019 seeking entry of an order approving the stipulation. On June 2, 2017, the Second Lien Agent filed an objection to the stipulation. In light of the Second Lien Agent's objection, the stipulation was not approved by the June 16 deadline and therefore, expired by its own terms. On June 21, 2017, to preserve the Committee's rights under the Final Cash Collateral Order, the Committee withdrew the stipulation and filed a motion seeking leave, standing and authority to commence, prosecute and settle certain claims on behalf of the Debtors' estates (the "Committee Standing Motion").

To avoid the cost of further litigation to the Debtors' estates, the Committee, the First Lien Lenders, the Second Lien Lenders and the Debtors engaged in negotiations to resolve the Second Lien Agent's objection to the stipulation and the Committee Standing Motion. The parties reached a resolution and on July 19, 2017, entered into an Amended Stipulation Regarding Senior Liens (the "Senior Lien Stipulation"). That same day, the Bankruptcy Court entered an order approving the Senior Lien Stipulation. Pursuant to the Senior Lien Stipulation, among other things, the parties stipulated that the Senior Lien Agents had properly perfected liens as provided for in the Senior Loan Security Agreement and the other Senior Loan Credit Documents in Collateral (as each term was defined in the Senior Lien Stipulation) that at all times had more than sufficient value to fully secure and satisfy the Senior Prepetition Obligations (as defined in the Senior Lien Stipulation). Pursuant to the terms of the Senior Lien Stipulation, the Senior Lien Repayment Date, as that term is used in the Final Cash Collateral Order, occurred upon entry of the Bankruptcy Court's order approving the stipulation on July 19, 2017.

K. The Sale of the Membership Interest in GW IP

On June 7, 2017, the Debtors filed a combined motion (the "IP Sale Motion") to establish bidding procedures and approve the sale of GWO's 100% membership interest (the "Membership Interest") in non-debtor GW IP. GW IP's sole assets are intellectual property and related assets, certain of which are licensed to GWO pursuant to the IP License and used by GWO in the operation of its business. The IP Sale Motion sought approval of a Membership Interest Purchase Agreement (the "Purchase Agreement") with Kensington, subject to the submission of higher and better offers, providing for the sale of the Membership Interest to Kensington with a contemporaneous termination of the IP License and entry into a new license agreement. Under the Purchase Agreement, the Membership Interest would be sold to Kensington free and clear of all liens, claims and encumbrances, in exchange for a credit bid of \$15 million against the \$23 million outstanding to Kensington under the IP Loan discussed above.

The IP Sale Motion sought the approval of bid procedures requiring bids for the Membership Interest by July 18, 2017, setting an auction for the Membership Interest on July 20, 2017, and a hearing to approve the sale of the Membership Interest, to Kensington or another highest and best bidder, on July 24, 2017.

On July 19, 2017, the Debtors filed a notice cancelling the Membership Interest auction because no bids, other than Kensington's bid, were received. Thus, the Debtors declared Kensington the successful bidder, and on July 21, 2017, the Bankruptcy Court entered an order approving the Purchase

Agreement and sale of the Membership Interest to Kensington. The Debtors' sale of the Membership Interests to Kensington closed on August 1, 2017.

L. Rejection of Certain Unexpired Executory Contract and Leases

Over the course of the Chapter 11 Cases, the Debtors have filed (i) seven omnibus lease rejection motions, (ii) four lease rejection notices after entry of the Lease Rejection Procedures Order, and (iii) four omnibus contract rejection motions, and have obtained authority, pursuant to section 365 of the Bankruptcy Code, to reject hundreds of executory contracts and unexpired leases that are no longer necessary to the Debtors.

M. Motion to Extend Exclusive Period to File a Chapter 11 Plan

On June 30, 2017, the Debtors filed a motion to extend (a) the period during which the Debtors had the exclusive right to file a chapter 11 plan by approximately 60 days, through and including September 5, 2017, and (b) the period during which the Debtors have the exclusive right to solicit acceptances thereof through and including November 4, 2017 (the "Exclusivity Motion"). Pursuant to Rule 9006-2 of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware, the exclusive periods were automatically extended until the Bankruptcy Court acted on the Debtors' motion. On July 21, 2017, the Bankruptcy Court entered a bridge order, extending the Debtors' exclusive right to file a chapter 11 plan through the later of the conclusion of a hearing on the Exclusivity Motion and August 16, 2017. On August 16, 2017, the Bankruptcy Court entered an order extending the period during which the Debtors have the exclusive right to file a chapter 11 plan through and including September 5, 2017, and the period during which the Debtors have the exclusive right to solicit acceptances thereof through and including November 4, 2017.

N. Global Settlement and Compromise Under the Plan

On August 17, 2017, the Debtors, the Committee, the Second Lien Agent and certain of the Second Lien Lenders (collectively, the "Supporting Parties"), entered into a Plan Support Agreement pursuant to which the Supporting Parties agreed to support the terms of a chapter 11 plan in accordance with the Term Sheet attached as Exhibit A to the Plan Support Agreement. The Plan as filed conforms to the Plan Support Agreement and has the support of the Supporting Parties. The significant terms of the global settlement forming the basis of the Plan are as follows:⁵

- The Plan provides for the reorganization of the Debtors. Standard General shall receive 100% of the common equity in the Reorganized Debtor in exchange for \$5 million of Allowed Last Out Second Lien Secured Claims.
- Certain of the Second Lien Lenders provided the Debtors with a \$2 million DIP Facility, which will provide the Debtors with the necessary capital to wind down these cases and confirm the Plan. The Bankruptcy Court entered an order on August 16, 2017 approving the DIP Facility. As of the date of this Disclosure Statement, the Debtors have drawn \$1 million under that DIP Facility.
- Unless there are sufficient Litigation Proceeds prior to the Effective Date, payment of Allowed Administrative Claims and Allowed Priority Claims shall be funded by the DIP

⁵ The summary set forth below is qualified in its entirety by the terms of the Plan.

Facility or the Exit Facility, provided that such claims shall not exceed \$2,500,000 in the aggregate, unless otherwise agreed by the Second Lien Lenders.

- A Litigation Trust will be established on the Effective Date to, among other things, pursue certain causes of action, including the Sprint Litigation, reconcile unsecured claims, and make distributions to those creditors that are beneficiaries of the Litigation Trust.
- Net proceeds from the Sprint Litigation will be distributed in accordance with the Litigation Proceeds Waterfall Provision.
- The Second Lien Lenders will waive any Second Lien Deficiency Claim.
- All Avoidance Actions will be waived by the Debtors' Estates.

O. WARN Act Complaint

On September 1, 2017, certain former employees of the Debtors, on behalf of themselves and a putative class of allegedly similarly situated persons, filed a class action complaint (the "WARN Act Complaint") in the Bankruptcy Court against GWOI and certain other named and unnamed defendants, alleging violations of the Worker Adjustment and Retraining Notification Act, 29 U.S.C. §§ 2101, *et seq.*, and other employment-related claims. The WARN Act Complaint is docketed in the Chapter 11 Cases at D.I. 931. The Debtors intend to investigate, respond to and defend against the WARN Act Complaint in due course.

IV. SUMMARY OF PROPOSED RESTRUCTURING

A. The Business of the Reorganized Debtor

Under the Plan, Debtor GWOI will emerge as a Reorganized Debtor, and will be vested with substantially all of the remaining property of the Debtors' estates, other than the Litigation Trust Assets. The business operations of the Reorganized Debtor on the Effective Date will consist of the Debtors' eCommerce business, the Debtors' Dealer network operations, between zero and twenty-eight (28) brick and mortar retail stores, and the Debtors' warehouse operations. Materials and projections relevant to those go-forward operations are attached as Exhibit E to this Disclosure Statement. As reflected on Exhibit E, the Debtors project that the Reorganized Debtor will generate gross revenues from those operations of \$12 million in 2017, \$15 million in 2018 and \$17.5 million in 2020.

The Debtors estimate that prior to any draw under the Exit Facility, and assuming no additional draws under the DIP Facility beyond the \$1 million drawn to date, the Reorganized Debtor initially will have approximately \$500,000 of cash, \$1 million of deposits, \$1.9-\$2.4 million of other receivables and \$12 million of inventory, less any diminutions in the foregoing between October 25, 2017 and the Effective Date. The Reorganized Debtor will be vested with all of the tax attributes of the Debtors, including the Debtors' substantial accumulated net operating losses (NOLs). The Debtors' NOLS as of the Petition Date are detailed in the Schedule of Assets and Liabilities of General Wireless, Inc. filed in the Chapter 11 Cases at D.I. 526. The sole equity holder of the Reorganized Debtor on the Effective Date will be the Holder of the Allowed Last Out Second Lien Secured Claim, which has agreed to exchange \$5 million of that Claim for that equity interest, and to participate in the Exit Facility to finance the Debtors' emergence from Chapter 11. Based upon, among other things, (i) the Debtors' extensive marketing of their interest in General Wireless IP Holdings LLC (the licensor of the Debtors' intellectual property rights), which resulted in no bids being received other than the stalking horse bid of General Wireless IP Holdings LLC's secured lender, (ii) the extensive negotiations among the Debtors, the Committee, KKR

and Standard General, and (iii) the capital structure of the Reorganized Debtor upon the Effective Date, the Debtors believe that the debt-for-equity exchange proposed in the Plan reflects fair consideration for the equity in the Reorganized Debtor, while leaving behind for creditors other than Second Lien Lenders greater value that would exist were the Debtors to attempt to secure a purchaser for their remaining assets.

The Reorganized Debtor will be responsible for the payment of all Allowed Professional Fee Claims, Administrative Claims, Priority Tax Claims, Priority Non-Tax Claims, and First Out Second Lien Secured Claims (as set forth in the New Second Lien Credit Agreement), and for the performance of obligations under executory contracts and unexpired leases assumed by the Debtors, all in accordance with the terms of the Plan.

B. The Litigation Trust

On the Effective Date, a Litigation Trust will be established for the benefit of holders of Allowed General Unsecured Claims and holders of Allowed Second Lien Claims. While that Litigation Trust is discussed in detail elsewhere in this Disclosure Statement, in summary the Litigation Trust will hold two groups of Litigation Assets:

The first, Specified Actions, are certain claims against Sprint entities, and any net proceeds thereof will be divided between the Second Lien Lenders and the holders of Allowed General Unsecured Claims as set forth in Section IV.C.5 of the Plan until those claims are paid in full. In choosing to file their complaint against Sprint Solutions L.P. as discussed above, the Committee and the Second Lien Lenders knowingly forfeited a \$5 million payment that otherwise would have been made by Sprint to the Debtors' estates' in release of substantially all of the Estates' claims against Sprint. As noted above, in that complaint, the Committee and the Second Lien Lenders assert claims for damages that they allege exceed \$500 million. However, it is not known what recovery, if any, will be realized by the Litigation Trust in connection with Specified Actions. On the Effective Date, the Litigation Trust will receive initial Litigation Trust Funding in an amount to be agreed among the Supporting Parties (as defined in the Plan Support Agreement).

The second group of causes of action vested in the Litigation Trust, Retained Creditor Actions, is comprised of certain causes of action of indeterminate value against (i) subject to the releases and exculpation set forth in the Plan, any and all claims and causes of action that may be asserted by or on behalf of the Debtors' estates against any of the Debtors' former officers and directors who both (a) no longer held such positions as of March 8, 2017 and (b) were not directors designated by any of the Second Lien Lenders or their affiliates, and (ii) any and all claims and causes of action that have been, or may be in the future be, asserted by or on behalf of the Debtors' estates against Branding Brand, Inc. and any of its affiliates, arising out of or related in any way to that certain Master Subscription Agreement, dated as of August 20, 2015, and any related agreements or amendments thereto. It is uncertain whether Retained Creditor Actions have any recoverable value.

To the extent that funds become available for Distribution to Holders of Allowed General Unsecured Claims from the Specified Actions or Retained Creditor Actions, the Litigation Trust will be responsible for reconciling General Unsecured Claims and making Distributions thereon in accordance with the terms of the Plan.

V. RISK FACTORS

Prior to voting on the Plan, Holders of Claims in Classes 2 and 3 as well as entities in non-voting Classes, should consider carefully the risk factors described below and all of the information contained in

this Disclosure Statement, including the Exhibits hereto. These risk factors should not, however, be regarded as constituting the only risks involved in connection with the Plan and its implementation. See Section XV for a discussion of tax law considerations.

A. Plan Confirmation

There is no guarantee that the Plan will be confirmed. If the Plan, or a substantially similar plan, is not confirmed, the terms and timing of any plan of reorganization ultimately confirmed in the Chapter 11 Cases and the treatment of Claims and Interest will be unknown. In addition, if the Plan is not confirmed, a significant risk exists that the Chapter 11 Cases may be converted to cases under chapter 7. In such event, the Debtors believe that Creditor Recoveries would be substantially diminished.

B. The Effective Date May Not Occur

The Plan provides that there are conditions precedent to the occurrence of the Effective Date. There is no guarantee as to the timing of the Effective Date. Additionally, if the conditions precedent to the Effective Date are not satisfied or waived, the Bankruptcy Court may vacate the Confirmation Order. In that event, the Plan would be deemed null and void and the Debtors or any other party may propose or solicit votes on an alternative plan of reorganization that may not be as favorable to parties in interest as the Plan.

C. Financial Risk

The Reorganized Debtor may not be able to meet its projected financial results or achieve the revenue or cash flow that the Reorganized Debtor has assumed in projecting their future business prospects. If the Reorganized Debtor does not achieve the projected revenue or cash flow levels, the Reorganized Debtor may lack sufficient liquidity to continue operating as planned after emergence and may not be able to satisfy claims of creditors that arise after the Effective Date. The financial projections represent management's view based on currently known facts and hypothetical assumptions about their future operations. They do not, however, guarantee, the Reorganized Debtor's future financial performance.

D. Projected Financial Information

The Financial Projections attached to this Disclosure Statement, and the estimated valuations contained herein that are based in part on the Financial Projections, are dependent upon the successful implementation of the Reorganized Debtor's business plan and the validity of the assumptions contained therein. Those projections reflect numerous assumptions, including, without limitation, confirmation and consummation of the Plan in accordance with its terms, the Reorganized Debtor's anticipated future performance, certain assumptions related to the Reorganized Debtor's competitors, general business and economic conditions, and other matters. Many or most of those matters are beyond the control of the Reorganized Debtor. In addition, unanticipated events and circumstances occurring subsequent to the preparation of the Financial Projections may affect the Reorganized Debtor's actual financial results. Although the Debtors believes that the Financial Projections are reasonably attainable, variations between the actual financial results and those projected may occur, and if they do occur, they may be material and adverse.

E. Risk Factors Relating to Securities Laws

Section 1145(a)(1) of the Bankruptcy Code exempts the offer and sale of securities under a plan from registration under the Securities Act and state securities laws if three principal requirements are

satisfied: (a) the securities must be offered and sold under a plan and must be securities of the debtor, an affiliate participating in a joint plan with the debtor or a successor to the debtor under the plan; (b) the recipients of the securities must hold a prepetition or administrative expense claim against the debtor or an interest in the debtor; and (c) the securities must be issued entirely in exchange for the recipient's claim against or interest in the debtor, or principally in such exchange and partly for Cash or property. To the extent that distributions of New GWO Interests to Holders of Class 3 Claims are deemed to constitute securities issued in accordance with the Plan, the Debtors believe that such interests satisfy the requirements of section 1145(a)(1) of the Bankruptcy Code and, therefore, such interests are exempt from registration under the Securities Act and applicable state securities laws.

(i) *Non-Transferability*

Holders of Claims in Class 3 also should be aware that their rights to New GWO Interests are not transferable. Therefore, there will not be any trading market for such rights, nor will those the rights be listed on any public exchange or other market. The lack of liquidity of the New GWO Interests may have a negative impact on their value.

(ii) *Uncertainty of Value*

In addition to the prohibition on the transfer of New GWO Interests as discussed above, the value of such New GWO Interests will depend on various significant risks and uncertainties, including, without limitation, (a) the effect of substantial delays in determining the allowance of Claims and other contingent assets and liabilities; and (b) the effects of any changes in tax and other government rules and regulations applicable to the Reorganized Debtor. All of these risks are beyond the control of the Reorganized Debtor. The amount of any recovery realized by Holders of Class 3 Claims will vary depending upon the extent to which these risks materialize.

F. Risk of Termination of the Plan Support Agreement

Pursuant to the Plan Support Agreement, the Supporting Parties are obligated to support the restructuring transaction and the terms of the Plan described herein. Nevertheless, the Plan Support Agreement is subject to termination upon the occurrence of a Termination Event (as such term is defined in the Plan Support Agreement). Accordingly, the Plan Support Agreement may be terminated after the date of this Disclosure Statement, and such a termination would present a material risk to Confirmation of the Plan because the Plan may no longer have the support of the Supporting Parties.

G. Risks of Chapter 7 Liquidation

If the Plan is not confirmed and consummated, there can be no assurance that the Chapter 11 Cases will continue under chapter 11 of the Bankruptcy Code rather than be converted to a liquidation under chapter 7 of the Bankruptcy Code, or that any alternative plan would be on terms as favorable to Holders of Claims as the terms of the Plan. If a liquidation under chapter 7 of the Bankruptcy Code were to occur, the distributions to Holders of Allowed Claims under the Plan may be drastically reduced. The Debtors believe that, in a chapter 7 liquidation, Holders of Allowed General Unsecured Claims would not receive any distributions after payment of secured claims, chapter 11 administrative expenses, priority unsecured claims, and the additional administrative expenses of a chapter 7 trustee and such trustee's attorneys, accountants, and other professionals.

The Debtors further believe that liquidation under chapter 7 of the Bankruptcy Code of the Debtors' assets would result in substantial diminution in the value to be realized by Holders of Claims as compared to distributions contemplated under the Plan. This is so because a chapter 7 liquidation would

require the appointment of a trustee, which may require substantial additional expenses and may delay the orderly liquidation of the estates' assets, thereby lowering recoveries to Holders of Claims. Consequently, the Debtors believe that confirmation of the Plan will provide a substantially greater return to Holders of Claims than would liquidation under chapter 7 of the Bankruptcy Code.

The Debtors have prepared, with the assistance of their advisors, the liquidation analysis as set forth on **Exhibit D** hereto (the "Liquidation Analysis"), which is premised on a hypothetical liquidation in a chapter 7 case. In the analysis, the Debtors have taken into account the nature, status, and underlying value of their assets, the ultimate realizable value of their assets, and the extent to which such assets are subject to liens and security interests. Based on this analysis, each holder of an Impaired Claim or Interests will receive or retain under the Plan on account of such Claim or Interest property of a value, as of the Effective Date, that is not less than the amount that such holder would so receive or retain if the Debtors were liquidated under chapter 7 of the Bankruptcy Code on the Effective Date.

H. Certain Risks Relating to the Liquidating Trust

Pursuant to the Plan, the Litigation Trust shall be formed on the Effective Date. The Litigation Trust Assets shall consist of: (i) to the extent not resolved as of the Effective Date, the Specified Causes of Action, (ii) to the extent the Specified Causes of Action are not resolved as of the Effective Date, the Litigation Funding Amount, (iii) the Retained Creditor Actions, and (iv) the Litigation Trust Funds. There is no assurance that the Litigation Trust will have any proceeds for distribution to the Litigation Trust Beneficiaries from either the Specified Causes of Action or the Retained Creditor Actions. In particular, there is no assurance that the Specified Causes of Action or the Retained Creditor Actions will be successfully prosecuted and result in any proceeds distributable to the Litigation Trust. To the extent the Litigation Trust realizes or obtains any Cash proceeds from either the Specified Causes of Action or the Retained Creditor Actions distributable to the Litigation Trust Beneficiaries, the timing of any such Distribution is uncertain. Moreover, there is no assurance that the Litigation Trust assets will be sufficient to fund the Litigation Trust Expenses to enable the Litigation Trust to operate as envisioned under the Plan and the Litigation Trust Agreement and to make distributions. Accordingly, there is no assurance of the amount that the Litigation Trust will distribute to Litigation Trust Beneficiaries under the Plan, the timing on which any Distributions will be made, or that the Litigation Trust will make any Distributions to the Litigation Trust Beneficiaries.

I. Claim Estimation and Allowance of Claims

There can be no assurance that the estimated amount of Claims set forth in this Disclosure Statement are correct, and the actual Allowed amounts of Claims may differ from the Debtors' estimates. The estimated amounts are subject to certain risks, uncertainties and assumptions. Should one or more of these risks or uncertainties materialize or should the underlying assumptions of the Debtors prove incorrect, the actual Allowed amounts of Claims may vary from the estimated amounts herein, and, consequently, Distributions to unsecured creditors could be materially and negatively impacted by such increase in Allowed Claim amounts.

Distributions to Holders of Allowed General Unsecured Claims will be affected by the pool of Allowed General Unsecured Claims and expenses of the Litigation Trust, in particular the costs associated with the pursuit of the Specified Causes of Action and the reconciliation of Disputed General Unsecured Claims. Upon completion of further analysis of Filed Claims, which will likely lead to Claims objection litigation and related matters, the total amount of General Unsecured Claims that ultimately become Allowed General Unsecured Claims may differ from the Debtors' estimates, which are reflected in this Disclosure Statement, and such difference could be material. As a result, the amount of Pro Rata

Distributions that may be received by a particular Holder of an Allowed General Unsecured Claim may be either adversely or favorably affected by the aggregate amount of Class 5 Claims ultimately Allowed.

VI. TREATMENT OF CLAIMS AND INTERESTS

A. Unclassified Claims

(i) Administrative Claims

Except as provided below with respect to Administrative Claims that are Fee Claims or DIP Facility Claims, and except to the extent that a Holder of an Allowed Administrative Claim and the applicable Debtor(s) or Reorganized Debtor agrees to less favorable treatment with respect to such Holder, each Holder of an Allowed Administrative Claim shall be paid in full in Cash on the latest of: (a) on or as soon as reasonably practicable after the Effective Date if such Administrative Claim is Allowed as of the Effective Date; (b) on or as soon as reasonably practicable after the date such Administrative Claim is Allowed; and (c) the date such Allowed Administrative Claim becomes due and payable, or as soon thereafter as is practicable; *provided, however*, that Allowed Administrative Claims that arise in the ordinary course of the Debtors' businesses shall be paid in the ordinary course of business in accordance with the terms and subject to the conditions of any agreements governing, instruments evidencing, or other documents relating to such transactions and shall not be required to file a request for payment of an Administrative Claim.

Except as otherwise provided in Article II.A of the Plan, requests for payment of Administrative Claims that first arose, or in the case of unexpired leases of real or personal property, accrued, after July 31, 2017, must be Filed and served on the Reorganized Debtor pursuant to the procedures specified in the Confirmation Order and the notice of entry of the Confirmation Order no later than the Second Administrative Claims Bar Date. Holders of Administrative Claims that are required to, but do not, File and serve a request for payment of such Administrative Claims by such date shall be forever barred, estopped, and enjoined from asserting such Administrative Claims against the Debtors or their property and such Administrative Claims shall be deemed discharged as of the Effective Date. Objections to such requests, if any, must be Filed and served on the Reorganized Debtor and the requesting party no later than the Administrative Claims Objection Deadline.

(ii) DIP Facility Claims

On the Effective Date, the DIP Facilities Claims shall be deemed to be Allowed and, unless paid in the ordinary course of business or out of Litigation Proceeds, in each case, prior to the Effective Date, indefeasibly satisfied by an in-kind exchange on a dollar-for-dollar basis for obligations of the Reorganized Debtor under the Exit Facility; provided, however, that any interest, fees and expenses set forth in Article IX.A.8 of the Plan shall be deemed Allowed and paid in Cash on the Effective Date.

(iii) Professional Compensation

(a) Fee Claims

Professionals asserting a Fee Claim for services rendered but not previously Allowed on a final basis must File and serve on the Debtors and such other Entities specified in the Interim Compensation Procedures Order, an application for final allowance of such Fee Claim no later than 45 days after the Effective Date. Objections to any Fee Claim must be Filed and served on the Reorganized Debtor and the requesting party no later than 60 days after the Effective Date. To the extent necessary, the Plan and the

Confirmation Order shall amend and supersede any previously entered order regarding the payment of Fee Claims.

(b) The Fee Trusts

On the Effective Date, the Fee Trusts established pursuant to the Interim Compensation Order shall remain funded with Cash deposited therein pursuant to the Final Cash Collateral Order. To the extent not earlier paid pursuant to the Interim Compensation Order, but subject to the next paragraph herein, upon final Allowance, the amount of Allowed Accrued Professional Compensation Claims owing to the applicable Professionals shall be paid in Cash to such Professionals from funds held in the respective Fee Trusts and any unapplied retainer when such Claims are Allowed by a Final Order. Allowed Accrued Professional Compensation Claims shall be paid first from any unapplied retainer that has been provided to such Professional, second from amounts in the applicable Fee Trust for such Professional, and then, subject to the next paragraph, by the Reorganized Debtor promptly upon Allowance. When all Allowed Accrued Professional Compensation Claims are paid in full in Cash, amounts remaining in the Fee Trusts, if any, shall revert to the Reorganized Debtor.

The Committee Fees and Expenses incurred prior to and through July 31, 2017, excluding any Allowed fees and expenses of Bartlit Beck Herman Palenchar & Scott LLP and Klehr Harrison Harvey Branzburg LLP incurred in connection with the Specified Causes of Action, shall be subject to a cap of \$1,425,000, with \$100,000 of such amount payable on the Effective Date and \$25,000 of such amount payable from the Litigation Trust Reserve. The Committee Fees and Expenses incurred after July 31, 2017 shall be payable from the Litigation Trust Reserve subject to the Committee Fees and Expenses Cap. Notwithstanding anything in the Plan to the contrary, to the extent Committee Fees and Expenses exceed the foregoing amounts, such excess shall be paid from Creditor Recoveries prior to any Distributions being made to Holders of Allowed Class 5A, 5B and 5C Claims.

(c) Post-Effective Date Fees and Expenses

Upon the Effective Date, any requirement that Professionals comply with sections 327 through 331 and 1103 of the Bankruptcy Code in seeking retention or compensation for services rendered after such date shall terminate, and the Reorganized Debtor and the Litigation Trustee may employ and pay any Professional for services rendered or expenses incurred after the Effective Date in the ordinary course of business without any further notice to any party or action, order, or approval of the Bankruptcy Court, subject to, in the case of the Litigation Trustee only, the terms and conditions of the Litigation Trust Agreement.

(iv) *Priority Tax Claims*

On, or as soon as reasonably practicable after, the later of (i) the Effective Date or (ii) the date on which a Priority Tax Claim becomes an Allowed Priority Tax Claim against a Debtor, each Holder of an Allowed Priority Tax Claim will receive, in full and final satisfaction and discharge thereof, (a) payment in accordance with section 1129(a)(9)(C) of the Bankruptcy Code, or (b) payment as agreed between the Holder of the Allowed Priority Tax Claim and the Reorganized Debtor.

Notwithstanding anything to the contrary in Section II.B of the Plan, any Non-Compensatory Penalty Claim arising with respect to or in connection with an Allowed Priority Tax Claim shall be granted the treatment as set forth in Article III of the Plan.

(v) *Statutory Fees*

Notwithstanding anything to the contrary contained in the Plan, on the Effective Date, the Debtors shall pay, in full in Cash, any fees due and owing to the U.S. Trustee at the time of Confirmation. The Reorganized Debtor shall pay all U.S. Trustee fees due and owing under 28 U.S.C. § 1930 until such time as the Reorganized Debtor moves for entry of a final decree and the Bankruptcy Court enters such a decree.

B. Classified Claims and Interests

(i) **Class 1 (Priority Non-Tax Claims) is unimpaired.** Except to the extent that a Holder of an Allowed Priority Non-Tax Claim agrees to a less favorable treatment, in exchange for full and final satisfaction, settlement, release and discharge of each Allowed Priority Non-Tax Claim, each Holder of such Allowed Priority Non-Tax Claim shall be paid in full in Cash by the Reorganized Debtor as soon as reasonably practicable on or after the later of (i) the Effective Date, (ii) the date on which such Priority Non-Tax Claim against the Debtors becomes an Allowed Priority Non-Tax Claim, (iii) such other date as may be ordered by the Bankruptcy Court, or (iv) when due and payable in the ordinary course of business.

(ii) **Class 2 (First Out Second Lien Secured Claims) is impaired.** The First Out Second Lien Secured Claims shall be Allowed in the aggregate principal amount of \$23,244,644.13, plus any and all accrued and unpaid contractual interest as of the Effective Date and reasonable professional fees and expenses of the Second Lien Agent and the First Out Second Lien Lenders accrued and unpaid as of the Effective, less any cash distributions made under the Final Cash Collateral Order on account of such Claims after July 31, 2017. Except to the extent that a Holder of an Allowed First Out Second Lien Secured Claim agrees to a less favorable treatment, on the Effective Date, the Holders of Allowed First Out Second Lien Secured Claims shall receive, in full and final satisfaction, settlement, release, and discharge of their Claims, their allocable share of loans outstanding under the New Second Lien Secured Note, on the following key terms:

- (a) Aggregate Principal Amount (the “New Principle Amount”): \$23,244,644.13, plus accrued but unpaid interest, amortized as follows:
- (b) Interest: LIBOR plus 1000 basis points, paid quarterly.
- (c) Collateral: The New Second Lien Secured Notes shall be secured by all of the Reorganized Debtor’s assets, subject only to any valid and perfected Permitted Liens that had priority over the First Out Second Lien Secured Claims as of the Petition Date under applicable law, and Liens securing the Exit Facility.
- (d) Paydown with Proceeds of Litigation Trust:

Each Holder of an Allowed First Out Second Lien Secured Claim shall receive its allocable share of Litigation Trust Interests – Class A-1, which will provide for such Holders to receive its allocable share of all Lender Distributions as provided in the Litigation Proceeds Waterfall Provision (as evidenced by Litigation Trust Interests Class A-1), which amounts shall be applied dollar-for-dollar to the Debtors’ outstanding

principal obligations under the New Second Lien Secured Notes, until the New Second Lien Secured Notes are paid in full after giving effect to any principal payments made by the Reorganized Debtor on account of the New Second Lien Notes. For the avoidance of doubt, the Holders of Class 2 First Out Second Lien Secured Claims shall not be entitled to receive any Retained Creditor Action Proceeds.

- (e) Professional Fees and Expenses: the reasonable professional fees and expenses of the Second Lien Agent and the First Out Second Lien Lenders shall be paid in cash on the Effective Date.

(iii) Class 3 (Last Out Second Lien Secured Claims) is impaired. The Last Out Second Lien Secured Claims shall be Allowed in the aggregate principal amount of \$57,861,555.02, plus any and all accrued and unpaid contractual interest as of the Effective Date and reasonable professional fees and expenses of the Last Out Second Lien Lender accrued and unpaid as of the Effective Date, less any cash distributions made under the Final Cash Collateral Order or on account of such Claims after July 31, 2017. Except to the extent that a Holder of the Last Out Second Lien Secured Claim agrees to a less favorable treatment, each Last Out Second Lien Secured Claim shall receive (i) on the Effective Date, in full and final satisfaction, settlement, release, and discharge of its Pro Rata Share of \$5 million of Allowed Last Out Second Lien Secured Claims, its Pro Rata share of 100% of the New GWO Interests, and (ii) in full and final satisfaction, settlement, release, and discharge of the balance of its Allowed Last Out Second Lien Secured Claim, and until all Allowed Last Out Second Lien Secured Claims have been paid in full (other than Claims described in clause (i)), its allocable share of Litigation Trust Interests – Class A-2, which will provide for such Holder to receive its allocable share of all Lender Distributions as provided in the Litigation Proceeds Waterfall Provision (as evidenced by Litigation Trust Interests Class A-2) remaining after payment in full of all Allowed First Out Second Lien Secured Claims. For the avoidance of doubt, the Holder of the Class 3 Last Out Second Lien Secured Claim shall not be entitled to receive any Retained Creditor Action Proceeds.

(iv) Class 4 (Other Secured Claims) is unimpaired. Except to the extent that a Holder of an Allowed Other Secured Claim agrees to a less favorable treatment or such Allowed Other Secured Claim is Reinstated, in exchange for full and final satisfaction, settlement, release, and discharge of each Allowed Other Secured Claim, each Holder of such Allowed Other Secured Claim, including secured tax claims, shall receive, on the later of the Effective Date and the date on which the Other Secured Claim becomes an Allowed Claim, at the option of the Reorganized Debtor made in consultation with the Second Lien Lenders: (a) Cash equal to the amount of such Allowed Other Secured Claim; (b) the collateral securing such Allowed Other Secured Claim; or (c) satisfaction of such Allowed Other Secured Claim pursuant to such other terms and conditions as may be agreed upon by the Reorganized Debtor and the Holder of such Allowed Other Secured Claim.

(iv) Class 5A (GWI General Unsecured Claims) is impaired. In exchange for full and final satisfaction, settlement, release, and discharge of each Allowed GWI General Unsecured Claim, each Holder of an Allowed GWI General Unsecured

Claim shall receive, until all Allowed GWI General Unsecured Claims have been paid in full, its Pro Rata share of (i) the Litigation Trust Interests—Class B-1, or (ii) such other less favorable treatment as to which such Holder and the Debtors or the Litigation Trustee shall have agreed upon in writing.

- (v) **Class 5B (GWH General Unsecured Claims) is impaired.** In exchange for full and final satisfaction, settlement, release, and discharge of each Allowed GWH General Unsecured Claim, each Holder of an Allowed GWH General Unsecured Claim shall receive, until all Allowed GWH General Unsecured Claims have been paid in full, its Pro Rata share of (i) the Litigation Trust Interests—Class B-2, or (ii) such other less favorable treatment as to which such Holder and the Debtors or the Litigation Trustee shall have agreed upon in writing.
- (vii) **Class 5C (GWO/GWCS General Unsecured Claims) is impaired.** In exchange for full and final satisfaction, settlement, release, and discharge of each Allowed GWO/GWCS General Unsecured Claim, each Holder of an Allowed GWO/GWCS General Unsecured Claim shall receive, until all Allowed GWO/GWCS General Unsecured Claims have been paid in full, its Pro Rata share of (i) the Litigation Trust Interests—Class B-3, or (ii) such other less favorable treatment as to which such Holder and the Debtors or the Litigation Trustee shall have agreed upon in writing.
- (viii) **Class 6 (Subordinated Claims) is impaired.** Holders of Subordinated Claims shall not be entitled to receive, and shall not receive or retain, any property under the Plan on account of such Subordinated Claims.
- (ix) **Class 7 (Interests) is impaired.** Holders of Interests shall not receive any distribution on account of such Interests. On the Effective Date, Class 7 Interests shall be cancelled and discharged.

VII. MEANS FOR IMPLEMENTATION

A. Sources of Cash for Plan Distributions

All consideration necessary for the Reorganized Debtor or the Litigation Trustee, as applicable, to make payments or distributions pursuant hereto shall be obtained from (i) Cash held by the Debtors as of the Effective Date, on which the Second Lien Lenders have agreed to release their Claims and Liens to the extent necessary to pay Allowed Administrative Claims and Allowed Priority Claims as provided in the Plan, (ii) the DIP Facility and the Exit Facility (neither of which shall be available to the Litigation Trustee), (iii) the Litigation Trust Reserve and Litigation Trust Funding Amount, and (iv) other Cash of the Reorganized Debtors (which shall not be available to the Litigation Trustee), including Cash from continuing business operations.

B. Exit Facility

On the Effective Date, the Reorganized Debtor is authorized to execute and deliver those documents necessary or appropriate to satisfy the conditions to effectiveness of the Exit Facility, including the Exit Facility Credit Agreement. The Exit Facility, and the Reorganized Debtor's Cash on hand will provide sufficient available funds as of the Effective Date to: (i) make all required Effective Date payments under the Plan; and (ii) provide the Reorganized Debtor with working capital necessary to run its business.

On the Effective Date, the Reorganized Debtor's obligations under the Exit Facility Credit Agreement shall constitute legal, valid, binding, and authorized obligations, enforceable in accordance with their terms. The financial accommodations to be extended pursuant to the Exit Facility Credit Agreement are being extended, and shall be deemed to have been extended, in good faith, for legitimate business purposes, shall not be subject to avoidance, recharacterization, or subordination (including equitable subordination) for any purposes whatsoever, and shall not constitute preferential transfers, fraudulent conveyances, or other voidable transfers under the Bankruptcy Code or any other applicable non-bankruptcy law. On the Effective Date, all of the Liens and security interests to be granted in accordance with the Exit Facility Credit Agreement (1) shall be legal, binding, and enforceable Liens on, and security interests in, the collateral granted thereunder in accordance with the terms of the Exit Facility Credit Agreement, and (2) shall not be subject to avoidance, recharacterization, or subordination (including equitable subordination) for any purposes whatsoever and shall not constitute preferential transfers, fraudulent conveyances, or other voidable transfers under the Bankruptcy Code or any applicable non-bankruptcy law. The Reorganized Debtor and the entities granted such Liens and security interests are authorized to make all filings and recordings, and to obtain all governmental approvals and consents necessary to establish and perfect such Liens and security interests under the provisions of the applicable state, provincial, federal, or other law (whether domestic or foreign) that would be applicable in the absence of this Plan and the Confirmation Order, and will thereafter cooperate to make all other filings and recordings that otherwise would be necessary under applicable law to give notice of such Liens and security interests to third parties.

C. Litigation Proceeds Waterfall Provision

As provided in Article III.C.3 of the Plan, on the Effective Date the holders of the Last Out Second Lien Secured Claims will convert \$5 million of the last Out Second Lien Secured Claims into equity of the Reorganized Debtor. The remaining Last Out Second Lien Secured Claims will be paid, if at all, from recoveries by the Litigation Trust established to pursue, among other things, the Sprint Litigation. Two of the three counts asserted in the complaint filed in the Sprint Litigation, which are breach of contract claims, indisputably are subject to the liens securing the Second Lien Secured Claims. The third count asserted in that litigation, for misappropriation of trade secrets, secures both the DIP Facility and the "Junior Diminution Claims" of the Second Lien Lenders under the Final Cash Collateral Order. The Debtors do not have any unencumbered cash with which to pursue the Sprint Litigation, so the Litigation Trust is to be funded by the Supporting Lenders. The business deal reached between the Committee and the Supporting Lenders to facilitate pursuit of that litigation provides for an agreed waterfall of any litigation proceeds that recognizes creditors' relative priorities, while affording some potential for recovery on Allowed General Unsecured Claims and an agreed return to the Second Lien Lenders for the risk they are undertaking in funding the Litigation Trust.

The Litigation Proceeds shall be allocated and paid according to the following priority:

1. Satisfaction of any unpaid Allowed Administrative Claims and Allowed Priority Claims payable pursuant to the Plan.
2. Reimbursement of the Supporting Lenders for any amounts advanced by them under the DIP Facility or the Exit Facility, together with any interest paid or payable with respect thereto, to (a) pay Allowed Administrative Claims or Allowed Priority Claims under the Plan or in the ordinary course, (b) provide the Debtors with liquidity prior to the Effective Date under the DIP Facility, (c) provide funding to effectuate the Plan, including for Fee Claims, (d) provide funding for the litigation of the Specified Causes of Action, including the Litigation Funding Amount, or (e) fund the Litigation Trust Reserve pursuant to the Plan.

3. Upon satisfaction and payment of all amounts described in subparagraphs 1 and 2 above, any Litigation Proceeds up to \$5,000,000 shall be allocated (a) 80% for the benefit of the Holders of Allowed First Out Second Lien Claims, and (b) 20% to the Litigation Trust for the benefit of Holders of Allowed General Unsecured Claims.
4. Any Litigation Proceeds recovered in excess of the amounts needed to satisfy the obligations set forth in subparagraphs 1, 2 and 3 above shall be allocated (a) 90% for the benefit of Holders of Allowed First Out Second Lien Secured Claims and Holders of Allowed Last Out Second Lien Secured Claims (excluding the SG Contribution) until paid in full in Cash (without post-Effective Date interest), with Allowed First Out Second Lien Claims being paid in full in Cash prior to payment on the Allowed Last Out Second Lien Claims (excluding the SG Contribution), and (b) 10% to the Litigation Trust for the benefit of holders of Allowed General Unsecured Claims until paid in full; provided, however, that if at the time of any Lender Distribution, any interest is due and owing under the New Second Lien Secured Notes (the “Unpaid Interest”), then such Unpaid Interest (but capped using the default rate provided in the Junior Loan Agreement (as defined in the Agreement Among Lenders)), shall be paid to the holders of the New Second Lien Secured Notes first out of any Lender Distributions that otherwise would be payable to the Last Out Second Lien Lenders, and upon such payment the Last Out Second Lien Lenders shall be subrogated to the rights of such holders of New Second Lien Secured Notes against the Reorganized Debtor with regard to such Unpaid Interest paid to the holders of the New Second Lien Secured Notes.
5. Any Litigation Proceeds recovered in excess of the amounts needed to satisfy the obligations set forth in subparagraphs 1, 2, 3 and 4 above shall be distributed first to reimburse the Reorganized Debtor for any payments made by it under the New Second Lien Credit Agreement, then Pro Rata to the Holders of Subordinated Claims until paid in full, and then Pro Rata to Holders of Interests in General Wireless Inc.

Litigation Proceeds received by the Supporting Lenders under subparagraph 2 above shall be applied to reduce the Reorganized Debtors’ obligations under the Exit Facility, as applicable and, under subparagraphs 3 and 4, as applicable, the New Second Lien Secured Notes.

For purposes of the waterfall of Litigation Proceeds, but subject to the provisions in paragraph 4 above, (i) post-Effective Date interest on Allowed First Out Second Lien Secured Claims and Allowed Last Out Second Lien Secured Claims shall not be included when determining whether such Claims have been paid in full; and (ii) post-Effective Date interest on DIP Facility Claims and Exit Facility Claims shall be included when determining whether such Claims have been paid in full.

An illustrative summary of the foregoing waterfall is set forth on the last page of Exhibit D to this Disclosure Statement. The Litigation Proceeds reflected in that summary are illustrative only, and there is no guaranty that the Sprint Litigation will yield any Litigation Proceeds for distribution.

D. Litigation Trust

(i) Formation of the Litigation Trust

On the Effective Date, the Litigation Trust shall be established pursuant to the Litigation Trust Agreement for the purpose of prosecuting Specified Causes of Action and the Retained Creditor Actions

and making distributions (if any), including to Second Lien Lenders and Holders of Allowed General Unsecured Claims, in accordance with the terms of the Plan. For the avoidance of doubt, Distributions of Litigation Proceeds pursuant to Section IV.C. hereof to Holders of Allowed Subordinated Claims, or Allowed Interests shall be made by the Reorganized Debtor. The Litigation Trust shall have a separate existence from the Reorganized Debtor. The Litigation Trust prosecution of any of the Specified Causes of Action will be on behalf of and for the benefit of the Litigation Trust Beneficiaries.

a. On the Effective Date, the Debtors and the Litigation Trustee shall execute the Litigation Trust Agreement and shall take all steps necessary to establish the Litigation Trust in accordance with the Plan. Also on the Effective Date, the Debtors and the Committee (as applicable) shall be deemed to have irrevocably transferred to the Litigation Trust all rights, title, and interest in and to all of the Litigation Trust Assets, and in accordance with Bankruptcy Code section 1141, the Litigation Trust Assets shall automatically vest in the Litigation Trust free and clear of all Claims, Liens, encumbrances, or interests, as provided for in the Litigation Trust Agreement, and such transfer shall be exempt from any stamp, real estate transfer, or other transfer, mortgage reporting, sales, use, or other similar tax. For the avoidance of doubt, on the Effective Date, standing to commence, prosecute and compromise all Specified Causes of Action and Retained Creditor Actions shall transfer to the Litigation Trustee and/or the Litigation Trust; provided however, that no Retained Causes of Action shall be transferred or issued to the Litigation Trust.

b. Subject to, and to the extent set forth in, the Plan, the Confirmation Order, and the Litigation Trust Agreement (or any other order of the Bankruptcy Court entered pursuant to, or in furtherance of the Plan), the Litigation Trust and the Litigation Trustee, together with its agents, representatives and professionals, will be empowered to take the following actions, and any other actions, as the Litigation Trustee determines to be necessary or appropriate to implement the Litigation Trust, all without further order of the Bankruptcy Court:

i. adopt, execute, deliver or file all plans, agreements, certificates and other documents and instruments necessary or appropriate to implement the Litigation Trust;

ii. accept, preserve, receive, collect, manage, invest, supervise, prosecute, settle and protect the Specified Causes of Action (acting at the direction of the Litigation Trust Oversight Committee) and Retained Creditor Actions;

iii. calculate and make distributions to Litigation Trust Beneficiaries, including distributing the Lender Distributions to the Second Lien Lenders as provided in the Plan;

iv. administer the Creditor Recoveries and make distributions to Holders of Allowed General Unsecured Claims in accordance with the Plan and the Litigation Trust Agreement;

v. Establish reserves consistent with the Plan and Litigation Trust Agreement and invest Cash;

vi. Object to, reconcile, seek to subordinate, compromise or settle any or all asserted General Unsecured Claims;

vii. Retain and pay Disbursing Agents and professionals and other Entities;

viii. Establish reserves and invest Cash out of the Litigation Trust Funds, the Litigation Proceeds and the Retained Creditor Action Proceeds (but, for the avoidance of doubt, not the Lender Distributions), including but not limited to establishing a reasonable reserve the purpose of paying

all reasonable Creditor Recoveries Expenses and the Litigation Expenses, including but not limited to, professionals to (a) prepare and file the Litigation Trust's tax returns for two years following the Effective Date, and (b) administer distributions of the Litigation Proceeds and Retained Creditor Action Proceeds as provided in the Plan.

ix. Abandon, in any commercially reasonable manner, any Litigation Trust Assets that in Litigation Trustee's reasonable judgment cannot be sold in a commercially reasonable manner or that the Litigation Trustee believes to have inconsequential value to the Litigation Trust, provided, however, that the abandonment of any Litigation Trust Assets related to the Specified Causes of Action requires the express written consent of a majority of the members of the Litigation Trust Oversight Board.

x. File appropriate Tax returns and other reports on behalf of the Litigation Trust and pay Taxes (if any) or other obligations owed by the Litigation Trust; and

xi. Wind-up the affairs of and dissolve the Litigation Trust.

c. The Litigation Trust has no objective to, and will not, engage in a trade or business and will conduct its activities consistent with the Plan and the Litigation Trust Agreement.

d. On the Effective Date, the Committee's counsel and professionals, and the Second Lien Agent's counsel and professionals, will provide to the Litigation Trustee (or such professionals designated by the Litigation Trustee) documents and other information gathered, and relevant work product developed, if any, during the Chapter 11 Cases in connection with their investigation of the Specified Causes of Action and Retained Creditor Actions, as applicable, provided that the provision of any such documents and information will be without waiver of any evidentiary privileges, including without limitation the attorney-client privilege, work-product privilege or other privilege or immunity attaching to any such documents or information (whether written or oral). The Plan will be considered a motion pursuant to sections 105, 363 and 365 of the Bankruptcy Code for such relief.

e. The Litigation Trust and the Litigation Trustee will each be a "representative" of the Estates under section 1123(b)(3)(B) of the Bankruptcy Code solely as related to the Litigation Trust Assets, and the Litigation Trustee will be the trustee of the Litigation Trust Assets for purposes of 31 U.S.C. § 3713(b) and 26 U.S.C. § 6012(b)(3), and, as such, the Litigation Trustee succeeds to all of the rights, powers and obligations of a trustee in bankruptcy with respect to collecting, maintaining, administering and liquidating the Litigation Trust Assets. Without limiting other such rights, powers, and obligations, on the Effective Date, (i) the Committee will transfer, and will be deemed to have irrevocably transferred, to the Litigation Trust and shall vest in the Litigation Trust and the Litigation Trustee, the Committee's evidentiary privileges including, without limitation, the attorney-client privilege, work product privilege and other privileges and immunities that they possess, to the extent related to the Litigation Trust Assets; and (ii) the Litigation Trust, Litigation Trustee and Reorganized Debtor all shall be vested with and share the Debtors' evidentiary privileges including, without limitation, the attorney-client privilege, work product privilege and other privileges and immunities the Debtors possess, to the extent related to the Specified Causes of Action. The Committee and its financial advisors, and the Debtors and their financial advisors upon reasonable request, will provide to the Litigation Trustee (or such professionals designated by the Litigation Trustee) originals or copies of documents, other information, and work product relating to the Specified Causes of Action, provided that the provision of any such documents and information will be without waiver of any evidentiary privileges or immunity. Without limiting the foregoing, the Reorganized Debtor shall be vested with and retain all evidentiary privileges, including, without limitation, the attorney-client privilege, work product privilege

and other privileges and immunities the Debtors possess, relating to Retained Causes of Action and other property of the Estates vesting in the Reorganized Debtor.

To the extent that any Litigation Trust Assets cannot be transferred to the Litigation Trust because of a restriction on transferability under applicable non-bankruptcy law that is not superseded or preempted by section 1123 of the Bankruptcy Code or any other provision of the Bankruptcy Code, such Litigation Trust Assets shall be deemed to have been retained by the Debtors or the Reorganized Debtor, as the case may be, and the Litigation Trustee shall be deemed, solely with respect to such Litigation Trust Assets, to have been designated as a representative of the Debtors, the Reorganized Debtor, or the Estates, as the case may be, pursuant to section 1123(b)(3)(B) of the Bankruptcy Code to enforce and pursue such Litigation Trust Assets on behalf of the Debtors, the Reorganized Debtor, or the Estates, as the case may be.

(ii) Litigation Trustee

The Litigation Trustee shall be the exclusive trustee of the Litigation Trust Assets for purposes of 31 U.S.C. § 3713(b) and 26 U.S.C. § 6012(b)(3), and solely with respect to the Litigation Trust Assets, the representative of the Estate of each of the Debtors appointed pursuant to section 1123(b)(3)(B) of the Bankruptcy Code. The Litigation Trust shall be governed by the Litigation Trust Agreement and administered by the Litigation Trustee. The powers, rights, and responsibilities of the Litigation Trustee shall be specified in the Litigation Trust Agreement. The Litigation Trust shall hold and distribute the Litigation Trust Assets in accordance with the provisions of the Plan and the Litigation Trust Agreement. Other rights and duties of the Litigation Trustee and the Litigation Trust Beneficiaries shall be as set forth in the Litigation Trust Agreement. The rights and powers of the Litigation Trustee shall be subject to the rights and powers of the Litigation Trust Oversight Board, solely with respect to the prosecution of the Specified Causes of Action, including with respect to the retention and compensation of counsel with respect thereto, as set forth in the Litigation Trust Agreement. After the Effective Date, the Reorganized Debtor shall have no interest in the Litigation Trust Assets other than as set forth in the Plan.

(iii) Fees and Expenses of the Litigation Trust

On the Effective Date, the Debtors shall fund the Litigation Trust with the Litigation Trust Funds. Unless otherwise agreed by the Litigation Trustee and the Supporting Lenders, (i) Creditor Recoveries Expenses and all other expenses of the Litigation Trust (other than as provided in clause (ii) below) shall be paid from the Creditor Recoveries and Litigation Trust Funds, and (ii) Litigation Expenses shall be paid from the Litigation Funding Amount, in the case of each of clauses (i) and (ii) in accordance with the Plan and the Litigation Trust Agreement, provided that in no event shall the Lender Distributions be available to the Litigation Trust or the Litigation Trustee other than to make the Distributions to Class 2 and Class 3 as contemplated by Article IV herein. The Litigation Funding Amount may be funded by the Supporting Lenders in a lump sum or with periodic payments. For the avoidance of doubt, (x) none of the Debtors, the Estates, or the Supporting Lenders shall have any liability for the fees and expenses of the Litigation Trust beyond the Litigation Funding Amount and the Litigation Trust Funds, and (y) the Reorganized Debtor shall have no liability for the fees and expenses of the Litigation Trust.

(iv) Proceeds of the Litigation Trust

Litigation Proceeds shall be allocated and paid as set forth in the Litigation Proceeds Waterfall Provision.

(v) Limitation of Liability

None of the Litigation Trustee, the Litigation Trust Oversight Board or any of their respective members, designees, agents, advisors, representatives or professionals shall be liable for the act or omission of any other member, designee, agent, advisor, representative or professional, nor shall the Litigation Trustee or the Litigation Trust Oversight Board be liable for any act or omission taken or omitted to be taken in their respective capacities as Litigation Trustee, or the Litigation Trust Oversight Board other than for specific actions or omissions resulting from their respective willful misconduct, gross negligence, or fraud. The Litigation Trustee and the Litigation Trust Oversight Board may, in connection with the performance of their respective functions, in their sole and absolute discretion, consult with their attorneys, accountants, advisors and agents, and shall not be liable for any act taken, or omitted to be taken, or suggested to be done in accordance with advice or opinions rendered by such persons, regardless of whether or not such advice or opinions are in writing. Notwithstanding such authority, neither the Litigation Trustee nor the Litigation Trust Oversight Board shall be under any obligation to consult with any such attorneys, accountants, advisors or agents, and their respective determinations not to do so shall not result in the imposition of liability on the Litigation Trustee, the Litigation Trust Oversight Board or any of their respective members, designees, agents, advisors, representatives or professionals unless such determination is based on willful misconduct, gross negligence or fraud. Persons dealing with the Litigation Trustee shall look only to the Creditor Recoveries to satisfy any liability incurred by the Litigation Trustee to such person in carrying out the terms of the Plan or the Litigation Trust Agreement, and the Litigation Trustee shall have no personal obligation to satisfy such liability.

(vi) Indemnification

The Litigation Trust shall indemnify the Litigation Trust Indemnified Parties for, and shall hold them harmless against, any loss, liability, damage, judgment, fine, penalty, claim, demand, settlement, cost or expense (including the reasonable fees and expense of their respective professionals), incurred without gross negligence or willful misconduct on the part of the Litigation Trust Indemnified Parties (which gross negligence or willful misconduct, if any, must be determined by a Final Order or a court of competent jurisdiction), for any action taken, suffered, or omitted to be taken by the Litigation Trust Indemnified Parties in connection with the acceptance, administration, exercise and performance of their duties under the Plan or the Litigation Trust Agreement, as applicable; provided, however, that any such indemnification shall not be payable from Lender Distributions. An act or omission taken with the approval of the Bankruptcy Court, and not inconsistent therewith, will be conclusively deemed not to constitute gross negligence or willful misconduct

(vii) Tax Treatment

The Litigation Trust generally is intended to be treated, for federal income Tax purposes, as a grantor trust that is a liquidating trust within the meaning of Treasury Regulations section 301.7701-4(d), with no objective to continue or engage in the conduct of a trade or business. For U.S. federal income tax purposes, the transfer of the Litigation Trust Assets to the Litigation Trust will be treated as a transfer of the Litigation Trust Assets from the Debtors to the Litigation Trust Beneficiaries, followed by the Litigation Trust Beneficiaries' transfer of the Litigation Trust Assets to the Litigation Trust in exchange for their beneficial interests in the Litigation Trust. The Litigation Trust Beneficiaries will thereafter be treated for U.S. federal income tax purposes as the grantors and deemed owners of their respective shares of the Litigation Trust Assets. The Litigation Trust Beneficiaries shall include in their annual taxable incomes, and pay tax to the extent due on, their allocable shares of each item of income, gain, deduction, loss and credit, and all other such items shall be allocated by the Litigation Trustee to the Litigation Trust Beneficiaries using any reasonable allocation method. The Litigation Trustee will be required by the Litigation Trust Agreement to file income Tax returns for the Litigation Trust as a grantor trust of the Litigation Trust Beneficiaries. In addition, the Litigation Trust Agreement will require

consistent valuation by all parties, including the Debtors, the Reorganized Debtor, the Litigation Trustee and the Litigation Trust Beneficiaries, for all federal income Tax and reporting purposes, of any property held by the Litigation Trust. The Litigation Trust Agreement will provide that termination of the trust will occur no later than five years after the Effective Date, unless the Bankruptcy Court approves an extension based upon a finding that such an extension is necessary for the Litigation Trust to complete its liquidating purpose. The Litigation Trust Agreement also will limit the investment powers of the Litigation Trustee in accordance with IRS Rev. Proc. 94-45 and will require the Litigation Trust to distribute at least annually to the Litigation Trust Beneficiaries (as such may have been determined at such time) its net income (net of any payment of or provision for Taxes), except for Creditor Recoveries retained as reasonably necessary to maintain the value of the Litigation Trust Assets.

E. Books and Records Retention; Cooperation and Access to Books and Records

Until a final order of judgment or settlement has been entered with respect to the Specified Causes of Action and any other litigation or contested matter initiated within two years after the Effective Date with respect to the Retained Creditor Actions, and until the Claims Objection Deadline with respect to any Disputed Claims, the Reorganized Debtor, the Litigation Trust and/or any transferee of the Debtors' or the Reorganized Debtor's books, records, documents, files, electronic data (in whatever format, including native format), or any tangible objects shall preserve and maintain such books and records relevant or potentially relevant to the Specified Causes of Action, the Retained Creditor Actions and the Disputed Claims, within the provisions of the Federal Rules of Civil Procedure, as if the Debtors or the Reorganized Debtor were parties to the applicable litigation or contested matter. Notwithstanding the foregoing, if the Reorganized Debtor determines that it no longer has any need for such books and records, it may destroy or abandon such books and records only if permitted to do so as a result of a final, non-appealable order of the Bankruptcy Court, entered after a hearing on reasonable notice to parties-in-interest, including the Litigation Trustee and counsel of record for all plaintiffs and defendants in such actions.

The Reorganized Debtor shall use commercially reasonable efforts to cooperate with the Litigation Trustee, at the Litigation Trustee's expense, in connection with its prosecution of the Specified Causes of Action and the Retained Creditor Actions, as well as objections to Disputed Claims, including with respect to promptly providing information as requested by the Litigation Trustee (including, reasonable access to the Debtors' and Reorganized Debtor's books and records).

F. No Revesting of Litigation Trust Assets

No Litigation Trust Asset will revest in the Reorganized Debtor on or after the date such Litigation Trust Asset is transferred to the Litigation Trust, but irrevocably and automatically will vest in the Litigation Trust on the Effective Date, to be administered by the Litigation Trustee in accordance with the Plan and the Litigation Trust Agreement.

G. Issuance and Distribution of New GWO Interests

Upon entry of the Confirmation Order, the issuance of the New GWO Interests by Reorganized Debtor will be authorized without the need for any further corporate action and without any further action by the Holders of Claims or Interests.

On the Effective Date, all of the New GWO Interests shall be issued and distributed Pro Rata to the Holders of the Allowed Last Out Second Lien Secured Claims.

All of the shares of New GWO Interests issued pursuant to the Plan shall be duly authorized, validly issued, fully paid, and non-assessable. The distribution and issuance of the New GWO Interests under the Plan shall be governed by the terms and conditions set forth in the Plan applicable to such distribution or issuance and by the terms and conditions of the instruments evidencing or relating to such distribution or issuance, which terms and conditions shall bind each Entity receiving such distribution or issuance.

H. Restructuring Transactions

On the Effective Date, or as soon as reasonably practicable thereafter, the Reorganized Debtor may take all actions as may be necessary or appropriate to effect any transaction described in, approved by, contemplated by or necessary to effectuate the Restructuring Transactions under and in connection with the Plan.

I. Corporate Existence

Except as described below and as otherwise provided in the Plan or any agreement, instrument, or other document incorporated in the Plan or the Plan Supplement, on the Effective Date, GWO shall continue to exist after the Effective Date as the Reorganized Debtor and as a separate corporation, with all the powers of a corporation, pursuant to applicable Delaware law as the jurisdiction where GWO is incorporated and pursuant to its certificate of incorporation and by-laws (or other analogous formation or governing documents) in effect before the Effective Date, except to the extent such certificate of incorporation and by-laws (or other analogous formation or governing documents) are amended by the Plan or otherwise amended in accordance with applicable law. To the extent such documents are amended, such documents are deemed to be amended pursuant to the Plan and require no further action or approval (other than any requisite filings required under applicable state or federal law).

J. Merger or Dissolution of Co-Debtors, GWI, Holdings and Service

On the Effective Date, General Wireless Inc. ("GWI"), General Wireless Holdings Inc. ("Holdings") will be merged into GWO, which merged Entity shall be the Reorganized Debtor and General Wireless Customer Service, Inc. ("Service") will be dissolved in accordance with the Plan and applicable law. GWI and Holdings shall be merged into GWO, and Service shall be deemed dissolved by the Debtors for all purposes, without the necessity for any other or further approvals or actions to be taken or obtained by or on behalf of the Debtors or payments to be made in connection therewith; *provided, however*, in its sole discretion, the Debtors or Reorganized Debtor may (but shall not be required to) file with the Office of the Secretary of State for the applicable state a certificate of merger or dissolution, as the case may be.

K. Vesting of Assets in the Reorganized Debtor

Except as otherwise provided in the Plan or any agreement, instrument, or other document incorporated in the Plan or the Plan Supplement, on the Effective Date, all property in each Estate that does not constitute a Litigation Trust Asset, including without limitation all Causes of Action that are not Litigation Trust Assets or otherwise expressly waived, relinquished, exculpated or released under the Plan or any Final Order, including the waiver of Remaining Avoidance Claims, and any property acquired by any of the Debtors pursuant to the Plan, except for the Fee Trusts, shall vest in the Reorganized Debtor, free and clear of all Liens, Claims, charges, or other encumbrances except for Liens securing the New Second Lien Secured Note and the Exit Facility. A non-exclusive list of Retained Causes of Action shall be filed with the Plan Supplement.

In addition to the Debtor Releases set forth in Article VIII of the Plan, as of the Effective Date, the Debtors and the Reorganized Debtor shall be deemed to have forever released and waived the Remaining Avoidance Claims.

On and after the Effective Date, except as otherwise provided in the Plan, the Reorganized Debtor may operate its business and may use, acquire, or dispose of property, and may prosecute, release, compromise or settle any Claims, Interests, or Causes of Action other than those comprising the Litigation Trust Assets, without supervision or approval by the Bankruptcy Court and free of any restrictions of the Bankruptcy Code or Bankruptcy Rules.

L. Cancellation of Existing Indebtedness and Securities

Except as otherwise provided in the Plan or any agreement, instrument, or other document incorporated in the Plan or the Plan Supplement, including the New Second Lien Credit Agreement, the New Second Lien Secured Notes, the Exit Facility Credit Agreement, and the Litigation Trust Agreement, on the Effective Date: (i) the obligations of the Debtors under any certificate, share, note, bond, indenture, purchase right, option, warrant, or other instrument or document, except the New Second Lien Credit Agreement, the Exit Facility Credit Agreement, the Litigation Trust Agreement and related documents, directly or indirectly, evidencing or creating any indebtedness or obligation of or ownership interest in the Debtors giving rise to any Claim or Interest (except such certificates, notes, or other instruments or documents evidencing indebtedness or obligations of the Debtors that are specifically Reinstated pursuant to the Plan) shall be cancelled, and the Reorganized Debtor shall not have any continuing obligations thereunder; and (ii) the obligations of the Debtors pursuant, relating, or pertaining to any agreements, indentures, certificates of designation, bylaws, or certificate or articles of incorporation or similar documents governing the shares, certificates, notes, bonds, purchase rights, options, warrants, or other instruments or documents evidencing or creating any indebtedness or obligation of the Debtors (except such agreements, certificates, notes, or other instruments evidencing indebtedness or obligations of the Debtors that are specifically Reinstated pursuant to the Plan) shall be released and discharged; provided, however, notwithstanding Confirmation or the occurrence of the Effective Date, any such indenture or agreement that governs the rights of the Holder of a Claim shall continue in effect solely for purposes of enabling Holders of Allowed Claims to receive distributions under the Plan as provided therein, provided, further, however, that the preceding proviso shall not affect the discharge of Claims or Interests pursuant to the Bankruptcy Code, the Confirmation Order, or the Plan or result in any expense or liability to the Reorganized Debtor, except to the extent set forth in or provided for under this Plan.

M. Corporate Action

Upon the Effective Date, or as soon thereafter as is reasonably practicable, all actions contemplated by the Plan shall be deemed authorized and approved in all respects, including: (i) entry into the New Corporate Governance Documents; (ii) the distribution of the New GWO Interests; (iii) selection of the directors and officers for the Reorganized Debtor as set forth in the Plan; (iv) implementation of the Restructuring Transactions contemplated by this Plan; (v) merger of GWI and Holdings into GWO; (vi) dissolution of Service; (vii) execution and implementation of the Litigation Trust Agreement; and (viii) all other actions contemplated by the Plan (whether to occur before on or after the Effective Date). All matters provided for in the Plan involving the corporate structure of the Reorganized Debtor, and any corporate action required by the Debtors or the Reorganized Debtor in connection with the Plan shall be deemed to have occurred and shall be in effect, without any requirement of further action by the directors or officers of the Debtors or the Reorganized Debtor.

On or (as applicable) before the Effective Date, the appropriate officers of the Debtors or the Reorganized Debtor (as applicable) shall be authorized and (as applicable) directed to issue, execute, and

deliver the agreements, documents, securities, and instruments contemplated by the Plan (or necessary or desirable to effect the transactions contemplated by the Plan) in the name of and on behalf of the Reorganized Debtor, including the New Corporate Governance Documents, the New Second Lien Secured Note, the Exit Facility Credit Agreement, the New Second Lien Credit Agreement, the New GWO Interests, the Litigation Trust Agreement and any and all other agreements, documents, securities, and instruments relating to the foregoing. The authorizations and approvals contemplated by this Article IV shall be effective notwithstanding any requirements under non-bankruptcy law. The issuance of the New GWO Interests shall be exempt from the requirements of section 16(b) of the Securities Exchange Act of 1934 (pursuant to Rule 16b-3 promulgated thereunder) with respect to any acquisition of such securities by an officer or director (or a director deputized for purposes thereof) as of the Effective Date.

N. New Certificate of Incorporation and New By-Laws.

On or promptly after the Effective Date, the Reorganized Debtor will file its New Certificate of Incorporation with the Delaware Secretary of State and/or other applicable authorities in Delaware as its state of incorporation in accordance with the corporate laws of Delaware. Pursuant to section 1123(a)(6) of the Bankruptcy Code, the New Certificate of Incorporation will prohibit the issuance of non-voting equity securities. After the Effective Date, the Reorganized Debtor may amend and restate its New Certificate of Incorporation and New By-Laws and other constituent documents as permitted by the laws of Delaware and the New Corporate Governance Documents.

The New Corporate Governance Documents shall be reasonably acceptable to the Reorganized Debtor and the Supporting Lenders.

O. Directors and Officers of the Reorganized Debtor

As of the Effective Date, the terms of the current members of each of the boards of directors of the Debtors shall expire, and the initial board of directors of the Reorganized Debtor, as well as the officers of the Reorganized Debtor shall be appointed in accordance with the below. Following the Effective Date, the appointment and removal of the members of the board and the officers of the Reorganized Debtor shall be governed by the terms of the New Corporate Governance Documents.

The initial board of directors for the Reorganized Debtor will consist of three persons. The Reorganized Debtor's initial officers and initial members of the board of directors shall be disclosed in the Plan Supplement.

P. Effectuating Documents; Further Transactions

On and after the Effective Date, the Reorganized Debtor and its officers and directors are authorized to and may issue, execute, deliver, file, or record such contracts securities, 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, the New Corporate Governance Documents, the Exit Facility, the Exit Facility Credit Agreement, the New Second Lien Credit Agreement, the New Second Lien Notes, and the New GWO Interests, in the name of and on behalf of the Reorganized Debtor without the need for any approvals, authorization or consents, except for those expressly required under the Plan, the Exit Facility, the Exit Facility Credit Agreement, the New Second Lien Credit Agreement, the New Corporate Governance Documents, the Litigation Trust Agreement or other applicable documents.

Q. Exemption from Certain Taxes and Fees

Pursuant to section 1146(a) of the Bankruptcy Code, any transfers of property pursuant hereto shall not be subject to any stamp tax or other similar tax or governmental assessment in the United States, and the Confirmation Order shall direct and be deemed to direct the appropriate state or local governmental officials or agents to forgo the collection of any such tax or governmental assessment and to accept for filing and recordation instruments or other documents pursuant to such transfers of property without the payment of any such tax or governmental assessment. Such exemption specifically applies, without limitation, to (i) the creation of any mortgage, deed of trust, lien, or other security interest, (ii) the making or assignment of any lease or sublease, (iii) any Restructuring Transaction authorized by the Plan, or (iv) the making or delivery of any deed or other instrument of transfer under, in furtherance of or in connection with the Plan, including: (a) any merger agreements; (b) agreements of consolidation, restructuring, disposition, liquidation or dissolution; (c) deeds; (d) bills of sale; (e) the transfer of Litigation Trust Assets into the Litigation Trust, or (f) assignments executed in connection with any Restructuring Transaction occurring under the Plan.

R. Indemnification Provisions

As of the Effective Date, the New Corporate Governance Documents shall provide, to the extent not satisfied by any available insurance coverage, for the indemnification, defense, reimbursement, exculpation, and/or limitation of liability of, and advancement of fees and expenses to, current (as of the Petition Date) directors, officers or employees who were employed as directors, officers or employees of such Debtor, on or after the Petition Date at least to the same extent as the bylaws (or other formation documents) of such Debtor on the Petition Date, against any claims or Causes of Action whether direct or derivative, liquidated or unliquidated, fixed, or contingent, disputed or undisputed, matured or unmatured, known or unknown, foreseen or unforeseen, asserted or unasserted, and the Reorganized Debtor shall not amend and/or restate the New Corporate Governance Documents before or after the Effective Date to terminate or materially adversely affect the Reorganized Debtor's obligations or such directors', officers' or employees' rights except as permitted under applicable law; provided, however, that there shall be no indemnification, defense, reimbursement, exculpation, liability, or advancement of fees and expenses by the Reorganized Debtor with respect to Subordinated Claims.

S. Preservation of Causes of Action

Unless any Causes of Action against an Entity are transferred to the Litigation Trust as Litigation Trust Assets, or expressly waived, relinquished, exculpated, or released in the Plan or any Final Order, including the waiver of Remaining Avoidance Claims, in accordance with section 1123(b) of the Bankruptcy Code, but subject to Article VIII hereof, the Reorganized Debtor shall retain and may enforce all rights to commence and pursue, as appropriate, any and all Causes of Action, including without limitation any Retained Causes of Action, whether arising before or after the Petition Date, including, but not limited to, any actions specifically enumerated in the Plan Supplement, and the Reorganized Debtor's right to commence, prosecute, or settle such Causes of Action shall be preserved notwithstanding the occurrence of the Effective Date. Except as otherwise expressly provided in the Plan, for the avoidance of doubt, and except as relating to Allowed Class 2 and Class 3 Claims pursuant to the Plan, the preservation of Causes of Action described in the preceding sentence includes, but is not limited to, the Debtors' or the Reorganized Debtor's (i) right to object to Administrative Claims, (ii) right to object to Claims (other than General Unsecured Claims) or otherwise assert any defenses, rights of setoff or recoupment or counterclaim with respect to such Claims, and (iii) right to subordinate Claims. The Reorganized Debtor may pursue such Causes of Action, as appropriate, in accordance with the best interests of the Reorganized Debtor in its discretion. No Entity may rely on the absence of a specific reference in the Plan, the Plan Supplement, or the Disclosure Statement to any Cause of Action against it

as any indication that the Debtors or the Reorganized Debtor will not pursue any and all available Causes of Action against it. The Debtors and the Reorganized Debtor expressly reserve all rights to prosecute any and all Causes of Action against any Entity, except as otherwise expressly provided in the Plan.

Certain Causes of Action will vest in and be retained by the Litigation Trust as described in the Plan. Those are the Specified Causes of Action and Retained Creditor Actions. As defined in the Plan, Specified Causes of Action means any and all Claims and Causes of Action that have been or may in the future be asserted by or on behalf of any of the Debtors or the Debtors' estates against Sprint Solutions, Inc. or Carphone Warehouse (or their respective affiliates), whether pursuant to the Sprint Litigation, or otherwise. Specified Causes of Action shall not include claims for (i) ordinary course payments or reimbursement made or payable by Sprint Solutions, Inc. or its affiliates to the Debtors related to post-Petition Date business operations, or (ii) the right to funds held in or disbursed from escrow pursuant to that certain Escrow Agreement dated March 8, 2017 among GWO, Sprint Solutions, Inc., and Wilmington Trust, National Association as escrow agent, all of which are Retained Causes of Action. As defined in the Plan, Retained Creditor Actions means (a) subject to the releases and exculpation set forth in the Plan, any and all claims and causes of action that may be asserted by or on behalf of the Debtors' estates against any of the Debtors' former officers and directors who both (i) no longer held such positions as of March 8, 2017 and (ii) were not directors designated by any of the Second Lien Lenders or their affiliates; and (b) any and all claims and causes of action that have been, or may be in the future be, asserted by or on behalf of the Debtors' estates against Branding Brand, Inc. and any of its affiliates, arising out of or related in any way to that certain Master Subscription Agreement, dated as of August 20, 2015, and any related agreements or amendments thereto.

Unless any Causes of Action against an Entity are transferred to the Litigation Trust as a Litigation Trust Assets or expressly waived, relinquished, exculpated, allowed or released in the Plan or any Final Order, including the waiver of Remaining Avoidance Claims, the Reorganized Debtor reserves and shall retain the applicable Causes of Action notwithstanding the rejection or repudiation of any Executory Contract or Unexpired Lease during the Chapter 11 Cases or pursuant to the Plan. The Reorganized Debtor through its authorized agents or representatives, shall retain and may exclusively enforce any and all such Causes of Action. The Reorganized Debtor shall have the exclusive right, authority, and discretion to determine and to initiate, file, prosecute, enforce, abandon, settle, compromise, release, withdraw, or litigate to judgment any such Causes of Action except as otherwise expressly provided in the Plan and to decline to do any of the foregoing without the consent or approval of any third party or further notice to or action, order, or approval of the Bankruptcy Court.

For the avoidance of doubt, (a) the Sprint Litigation, (b) any and all actual or potential Causes of Action (i) against Sprint Corporation, Sprint Communications, Inc., Sprint Solutions, Inc., Sprint Spectrum L.P., SprintCom, Inc., Sprint PCS Assets, L.L.C., APC Realty and Equipment Company, LLC, and Sprint eWireless, Inc., or Carphone Warehouse, or any of their respective affiliates, parents, subsidiaries, employees, officers, directors, agents or other Persons acting on their behalf, and (c) any and all actual or potential Causes of Action related Debtors' business relationships with any Sprint entities, including, but not limited to, Sprint Corporation, Sprint Communications, Inc., Sprint Solutions, Inc., Sprint Spectrum L.P., SprintCom, Inc., Sprint PCS Assets, L.L.C., APC Realty and Equipment Company, LLC, Sprint eWireless, Inc., and Carphone Warehouse, together with their respective affiliates, parents, subsidiaries, employees, officers, directors, agents or other Persons acting on their behalf, are fully preserved under the Plan as either Specified Causes of Action or Retained Causes of Action.

T. Intercompany Claims

Notwithstanding anything in this Plan to the contrary, on or after the Effective Date, any Intercompany Claims shall be Reinstated, or discharged and satisfied, at the option of the Reorganized

Debtor by contributions, distributions, or otherwise or as may be advisable in order to avoid the incurrence of any past, present or future tax or similar liabilities by the Reorganized Debtor.

VIII. TREATMENT OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES

A. Assumption and Rejection of Executory Contracts and Unexpired Leases

On the Effective Date, except as otherwise provided in the Plan, or in any contract, instrument, release, indenture, or other agreement or document entered into in connection with the Plan, Executory Contracts and Unexpired Leases, including those listed on the Rejected Executory Contract and Unexpired Lease List as of the Effective Date, shall be deemed rejected as of the Effective Date, unless such Executory Contract or Unexpired Lease: (i) was assumed, assumed and assigned, or rejected prior to the Effective Date by the Debtors; (ii) previously expired or terminated pursuant to its own terms; (iii) is the subject of a motion to assume Filed on or before the Effective Date; or (iv) is identified as an Executory Contract or Unexpired Lease on the Assumed Executory Contracts and Unexpired Lease List.

Except as otherwise provided in the Plan, or in any contract, instrument, release, indenture, or other agreement or document entered into in connection with the Plan, any Executory Contract or Unexpired Lease on the Assumed Executory Contract and Unexpired Lease List as of the Effective Date shall be Assumed as of the Effective Date, unless such Executory Contract or Unexpired Lease: (i) was assumed, assumed and assigned, or rejected prior to the Effective Date by the Debtors; (ii) previously expired or terminated pursuant to its own terms; or (iii) is the subject of a motion to reject Filed on or before the Effective Date.

Entry of the Confirmation Order shall constitute a Bankruptcy Court order approving the assumption or rejection, as applicable, of such Executory Contracts or Unexpired Leases as set forth in the Plan, the Rejected Executory Contract and Unexpired Leases List or the Assumed Executory Contract and Unexpired Leases List pursuant to sections 365(a) and 1123 of the Bankruptcy Code. Unless otherwise indicated, assumptions or rejections of Executory Contracts and Unexpired Leases pursuant to the Plan are effective as of the Effective Date. Each Executory Contract or Unexpired Lease assumed pursuant to the Plan or by Bankruptcy Court order shall re-vest in and be fully enforceable by the Reorganized Debtor in accordance with its terms, except as such terms may have been modified by the provisions of the Plan, any order of the Bankruptcy Court authorizing and providing for its assumption under applicable federal law or written agreement between the Debtors and the applicable counterparty. Any motions to assume Executory Contracts or Unexpired Leases pending on the Effective Date shall be subject to approval by the Bankruptcy Court on or after the Effective Date by a Final Order.

Any and all Claims for damages arising from the rejection of the Debtors' Executory Contracts or Unexpired Leases must be Filed in accordance with the terms of the Final Order authorizing such rejection and the Bar Date Order, but in no event later than thirty (30) days after the Effective Date to the extent an earlier time has not been established by the Bankruptcy Court. Any Claim for damages arising from the rejection of an Executory Contract or Unexpired Lease that is not Filed within such time period will be forever barred from assertion against the Debtors, the Reorganized Debtor or the Litigation Trust.

Allowed Claims arising from the rejection of the Debtors' Executory Contracts or Unexpired Leases shall be classified as GWI General Unsecured Claims, GWH General Unsecured Claims or GWO/GWCS General Unsecured Claims, as applicable, and shall be treated in accordance with Article III of the Plan, as applicable.

B. Cure of Defaults for Executory Contracts and Unexpired Leases Assumed

Any monetary defaults under each Executory Contract and Unexpired Lease as reflected on the Assumed Executory Contract and Unexpired Leases List shall be satisfied, pursuant to section 365(b)(1) of the Bankruptcy Code, by payment of the Cure Amount in Cash on the Effective Date, subject to the limitations described below, 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 (i) the amount of the Cure Claim, (ii) the ability of the Reorganized Debtor or any assignee to provide “adequate assurance of future performance” (within the meaning of section 365 of the Bankruptcy Code) under the Executory Contract or Unexpired Lease to be assumed, or assumed and assigned, or (iii) any other matter pertaining to assumption, the Cure Amount payments required by section 365(b)(1) of the Bankruptcy Code shall be made following the entry of a Final Order or orders resolving the dispute and approving the assumption, or the assumption and assignment, or by mutual agreement between Debtors and the applicable counterparty. At least 14 days before the Confirmation Hearing, the Debtors shall distribute, or cause to be distributed, Cure Notices of proposed assumption, and proposed amounts of Cure Claims to the applicable third parties. Any objection by a counterparty to an Executory Contract or Unexpired Lease to a proposed assumption or related cure amount must be Filed, served, and actually received by the Debtors at least three days before the Confirmation Hearing. Any counterparty to an Executory Contract or Unexpired Lease that fails to object timely to the proposed assumption or cure amount will be deemed to have assented to such assumption and cure amount; provided, however, the Debtors shall have the right to alter, amend, modify or supplement the Assumed Executory Contracts and Unexpired Lease List or Rejected Executory Contracts and Unexpired Lease List, as applicable, as identified in the Plan Supplement, through and including the Effective Date. To the extent that the Debtors alter, amend, modify or supplement the lists of Executory Contracts and Unexpired Leases included in the Plan Supplement, the Debtors will provide notice to each counterparty to an affected Executory Contract or Unexpired Lease within three business days of such decision, and any objection of such party to a proposed assumption, assumption and assignment, or related Cure Amount relating to such Executory Contract of Unexpired Lease shall be Filed within 14 days of the date of service of such notice.

Assumption of any Executory Contract or Unexpired Lease pursuant to the Plan or otherwise shall result in the full release and satisfaction of any Claims or defaults, whether monetary or nonmonetary, including defaults of provisions restricting the change in control or ownership interest composition or other bankruptcy-related defaults, arising under any assumed Executory Contract or Unexpired Lease at any time before the date the Debtors or Reorganized Debtor assume such Executory Contract or Unexpired Lease. Any Proofs of Claim Filed with respect to an Executory Contract or Unexpired Lease that has been assumed shall be deemed disallowed and expunged, without further notice to or action, order or approval of the Bankruptcy Court.

C. Insurance Policies

All of the Debtors’ Insurance Contracts and any agreements, documents, or instruments relating thereto, are treated as and deemed to be Executory Contracts under the Plan. On the Effective Date, the Debtors shall be deemed to have assumed all insurance policies and any agreements, documents, and instruments related thereto unless such Executory Contract (i) was assumed, assumed and assigned, or rejected prior to the Effective Date by the Debtors; (ii) previously expired or terminated pursuant to its own terms; (iii) is the subject of a motion to reject Filed on or before the Effective Date; (iv) is identified as an Executory Contract or Unexpired Lease on the Rejected Executory Contracts and Unexpired Lease List, or (v) is the subject of a dispute regarding the Cure Claim.

Notwithstanding anything to the contrary contained in the Plan, to the extent the Debtors have insurance with respect to any Allowed General Unsecured Claim, the Holder of such Allowed Claim shall

(a) be paid any amount from the proceeds of insurance to the extent that the Claim is insured, and (b) receive the treatment provided for in this Plan for such Allowed General Unsecured Claims to the extent of that portion of the Claim for which the applicable insurance policy does not provide coverage.

Notwithstanding anything to the contrary in the Disclosure Statement, the Plan, the Plan Supplement, the Confirmation Order, any other document related to any of the foregoing or any other order of the Bankruptcy Court (including, without limitation, any other provision that purports to be preemptory or supervening or grants an injunction or release, including, but not limited to, the injunctions set forth in Article VIII of the Plan): (a) on the Effective Date, the Reorganized Debtor shall assume all Insurance Contracts; (b) nothing in the Disclosure Statement, the Plan, the Plan Supplement or the Confirmation Order alters, modifies or otherwise amends the terms and conditions of (or the coverage provided by) any of the Insurance Contracts, except that as of the Effective Date, the Reorganized Debtor shall become and remain liable for all of the Debtors' obligations and liabilities thereunder regardless of whether such obligations and liabilities arise before or after the Effective Date; (c) nothing in the Disclosure Statement, the Plan, Plan Supplement, the Confirmation Order, any prepetition or administrative claim bar date order (or notice) or claim objection order alters or modifies the duty, if any, that the insurers or third party administrators have to pay claims covered by the Insurance Contracts and their right to seek payment or reimbursement from any Debtor (or after the Effective Date, the Reorganized Debtor) or draw on any collateral or security therefor; (d) insurers and third party administrators shall not need to nor be required to File or serve any objection to a Cure Notice or a request, application, Claim, Proof of Claim or motion for payment and shall not be subject to the any Claims Bar Date or similar deadline governing Cure Amounts or Claims; and (e) the automatic stay of Bankruptcy Code section 362(a) and the injunctions set forth in Article VIII of the Plan, if and to the extent applicable, shall be deemed lifted without further order of the Bankruptcy Court, solely to permit: (A) claimants with valid claims covered by any of the Insurance Contracts ("Insured Claims") to proceed with their claims; (B) insurers and/or third party administrators to administer, handle, defend, settle, and/or pay, in the ordinary course of business and without further order of the Bankruptcy Court, (i) all Insured Claims, and (ii) all costs in relation to each of the foregoing; (C) the insurers and/or third party administrators to draw against any or all of any collateral or security provided by or on behalf of the applicable Debtor (or the Reorganized Debtor, as applicable) at any time and to hold the proceeds thereof as security for the obligations of such Debtor (and the Reorganized Debtor, as applicable) to the applicable insurers and/or third party administrators and/or apply such proceeds to the obligations of such Debtor (and the Reorganized Debtor, as applicable) under the Insurance Contracts, in such order as the applicable insurers and/or third party administrators may determine; and (D) the insurers and/or third party administrators to (i) cancel any policies under the Insurance Contracts, and (ii) take other actions relating thereto, to the extent permissible under applicable non-bankruptcy law, each in accordance with the terms of the Insurance Contracts.

D. Modifications, Amendments, Supplements, Restatements, or Other Agreements

Unless otherwise provided in the Plan, each Executory Contract or Unexpired Lease that is assumed shall include all modifications, amendments, supplements, restatements, or other agreements that in any manner affect such Executory Contract or Unexpired Lease, and Executory Contracts and Unexpired Leases related thereto, if any, including easements, licenses, permits, rights, privileges, immunities, options, rights of first refusal, and any other interests, unless any of the foregoing agreements has been previously rejected or repudiated or is rejected or repudiated under the Plan.

Modifications, amendments, supplements, and restatements to prepetition Executory Contracts and Unexpired Leases that have been executed by the Debtors during the Chapter 11 Cases shall not be deemed to alter the prepetition nature of the Executory Contract or Unexpired Lease, or the validity, priority, or amount of any Claims that may arise in connection therewith.

E. Reservation of Rights

Neither the exclusion nor inclusion of any Executory Contract or Unexpired Lease on the Assumed Executory Contract and Unexpired Lease List or the Rejected Executory Contract and Unexpired Lease List, nor anything contained in the Plan, shall constitute an admission by the Debtors that any such contract or lease is in fact an Executory Contract or Unexpired Lease or that any Reorganized Debtor has any liability thereunder. If, prior to the Effective Date, there is a dispute regarding whether a contract or lease is or was executory or unexpired at the time of assumption, assumption and assignment, or rejection, the Debtors, or Reorganized Debtor, as applicable, in consultation with the Supporting Lenders, shall have 28 days following entry of a Final Order resolving such dispute to alter their treatment of such contract or lease under the Plan.

F. Nonoccurrence of Effective Date

In the event that the Effective Date does not occur, the Bankruptcy Court shall retain jurisdiction with respect to any request to extend the deadline for assuming or rejecting Unexpired Leases pursuant to section 365(d)(4) of the Bankruptcy Code.

G. Contracts and Leases Entered Into After the Petition Date

Contracts and leases entered into after the Petition Date by any Debtor, including any Executory Contracts and Unexpired Leases assumed by such Debtor (or assumed and assigned to the Reorganized Debtor), will be performed by the Reorganized Debtor in the ordinary course of its business. Accordingly, such contracts and leases (including any assumed Executory Contracts and Unexpired Leases) that have not been released or satisfied in full as of the Confirmation Date or under the Plan or Confirmation Order will survive and remain unaffected by entry of the Confirmation Order.

IX. PROVISIONS GOVERNING DISTRIBUTIONS**A. Timing of Distributions**

Distributions shall be made as soon as reasonably practicable after the later of the Effective Date or the date that such Claim becomes an Allowed Claim, notwithstanding anything to the contrary in the Plan or Confirmation Order. In the event that any payment or act under the Plan is required to be made or performed on a date that is not a Business Day, then the making of such payment or the performance of such act may be completed on the next succeeding Business Day, but shall be deemed to have been completed as of the required date. If and to the extent that there are Disputed Claims, distributions on account of any such Disputed Claims shall be made pursuant to the provisions set forth in Article VII of the Plan. The Debtors shall have no obligation to recognize any transfer of Claims or Interests occurring on or after the Distribution Record Date.

B. Disbursing Agent

Except as otherwise provided in the Plan, all distributions under the Plan shall be made by the applicable Disbursing Agent on the Effective Date. To the extent the Disbursing Agent is the Reorganized Debtor, the Litigation Trust or the Litigation Trustee, the Disbursing Agent shall not be required to give any bond or surety or other security for the performance of its duties unless otherwise ordered by the Bankruptcy Court.

C. Interest and Penalties on Claims

Except as otherwise provided in the Plan, Holders of Claims shall not be entitled to any interest, dividend, penalty or accrual on the distributions provided for in the Plan, regardless of whether such distributions are delivered on or at any time after the Effective Date.

D. De Minimis Distributions

Notwithstanding anything in the Plan to the contrary, the applicable Disbursing Agent shall not be required to distribute, and shall not distribute, Cash or other property to the Holder of any Allowed Claim if the amount of Cash or other property to be distributed on account of such Claim on any given Distribution Date is less than \$50.00, and such amount shall be distributed Pro Rata to other Holders of Allowed Claims entitled to a Distribution on such Distribution Date in accordance with the terms of the Plan. Any Holder of an Allowed Claim on account of which the amount of Cash or other property to be distributed on any given Distribution Date is less than \$50.00 shall be forever barred from asserting any Claim with respect to such eliminated Distribution against any Estate Assets.

E. Fractional Distributions

Notwithstanding anything in the Plan to the contrary, no payment of fractional cents shall be made pursuant to the Plan. Whenever any payment of a fraction of a cent under the Plan would otherwise be required, the actual Distribution made shall reflect a rounding of such fraction to the nearest whole penny (up or down), with half cents or more being rounded up and fractions less than half of a cent being rounded down.

F. No Distributions with Respect to Certain Claims

Notwithstanding anything in the Plan to the contrary, no Distributions or other consideration of any kind shall be made on account of any contingent Claim, Disputed Claim, or unliquidated Claim unless and until such Claim becomes an Allowed Claim, and then only to the extent that such Claim becomes an Allowed Claim. Claims Allowed against multiple Debtors on account of the same underlying obligation shall not receive duplicate satisfactions or Distributions.

G. Rights and Powers of Disbursing Agent

(i) Powers of the Disbursing Agent

The Disbursing Agent shall be empowered to: (i) effect all actions and execute all agreements, instruments, and other documents necessary to perform its duties under the Plan; (ii) make all distributions contemplated hereby; (iii) employ professionals to represent it with respect to its responsibilities; and (iv) exercise such other powers as may be vested in the Disbursing Agent by order of the Bankruptcy Court, pursuant to the Plan, as deemed by the Disbursing Agent to be necessary and proper to implement the provisions hereof or with respect to the Litigation Trustee, pursuant to the Litigation Trust Agreement.

(ii) Expenses Incurred On or After the Effective Date

Except as otherwise ordered by the Bankruptcy Court, the amount of any reasonable fees and out-of-pocket expenses incurred by the Disbursing Agent on or after the Effective Date (including taxes) and any reasonable compensation and out-of-pocket expense reimbursement claims (including reasonable attorney fees and expenses) made by the Disbursing Agent, shall be paid in Cash by the Reorganized

Debtor where it is acting as Disbursing Agent, or by the Litigation Trust where it or the Litigation Trustee is acting as Disbursing Agent in accordance herewith.

H. Delivery of Distributions and Undeliverable or Unclaimed Distributions

(i) Delivery of Distributions

Subject to Article VI of the Plan, distributions under the Plan on account of Allowed Claims shall not be subject to levy, garnishment, attachment, or like legal process, so that each Holder of an Allowed Claim shall have and receive the benefit of the distributions in the manner set forth in the Plan. Distributions to each Holder of Allowed Claims shall be made (a) at the address set forth in the applicable Proof of Claim Filed by such Holder, (b) at the address reflected in the Schedules if no Proof of Claim has been filed, or (c) at the address set forth in any change of address notice delivered in writing to the Reorganized Debtor or the Litigation Trustee, as applicable, by such Holder. The Debtors, the Reorganized Debtor, the Litigation Trust, the Litigation Trustee and the Disbursing Agent, as applicable, shall not incur any liability whatsoever on account of any Distributions under the Plan except for gross negligence or willful misconduct.

(ii) Undeliverable Distributions and Unclaimed Property

In the event that any Distribution to any Holder is returned as undeliverable, no distribution to such Holder shall be made unless and until the Disbursing Agent has determined the then-current address of such Holder, at which time such Distribution shall be made to such Holder without interest; provided, however, that such Distributions shall be deemed unclaimed property under section 347(b) of the Bankruptcy Code at the expiration of one hundred twenty (120) days from the later of (i) the Effective Date and (ii) the date of the Distribution. After such date, all unclaimed property or interests in property shall revert to the Reorganized Debtor or the Litigation Trust, as applicable, automatically and without need for a further order by the Bankruptcy Court (notwithstanding any applicable federal or state escheat, abandoned, or unclaimed property laws to the contrary), and the Claim of any Holder or other Entity to such property or interest in property shall be discharged and forever barred.

I. Manner of Payment

1. All Distributions of New GWO Interests under the Plan shall be made by the Reorganized Debtor.

2. All Distributions under the Plan to the Holder of any Allowed Claim shall be made by the Disbursing Agent on behalf of the Reorganized Debtor or the Litigation Trust, as the case may be.

3. At the option and in the sole discretion of the Disbursing Agent, any Cash payment to be made hereunder may be made by check or wire transfer; provided, however, that in the case of each of the Second Lien Lenders, any Cash Distributions shall be made by wire. Requests for reissuance of any check must be made within sixty (60) days after the date of issuance thereof, and such request shall be made directly to the Reorganized Debtor or the Litigation Trustee, as applicable.

J. Section 1145 Exemption

The Holders of the Allowed Class 3 Last Out Second Lien Secured Claims will receive shares of New GWO Interests pursuant to the Plan. Pursuant to section 1145 of the Bankruptcy Code, the offering, issuance, and distribution of the New GWO Interests as contemplated by Article IV.F of the Plan shall be

exempt from, among other things, the registration requirements of section 5 of the Securities Act and any other applicable law requiring registration prior to the offering, issuance, distribution, or sale of Securities.

In addition, under section 1145 of the Bankruptcy Code, such New GWO Interests will be freely tradable in the U.S. by the recipients thereof, subject to the provisions of section 1145(b)(1) of the Bankruptcy Code relating to the definition of an underwriter in section 2(a)(11) of the Securities Act, and compliance with applicable securities laws and any rules and regulations of the Securities and Exchange Commission, if any, applicable at the time of any future transfer of such Securities or instruments and subject to any restrictions in the New Corporate Governance Documents, including the New Certificates of Incorporation.

K. Compliance with Tax Requirements

In connection with the Plan, to the extent applicable, the Reorganized Debtor and the Litigation Trustee shall comply with all tax withholding and reporting requirements imposed on them by any Governmental Unit, and all Distributions pursuant to the Plan shall be subject to such withholding and reporting requirements. Notwithstanding any provision in the Plan to the contrary, the Reorganized Debtor, the Litigation Trustee, and any Disbursing Agent shall be authorized to take all actions necessary or appropriate to comply with such withholding and reporting requirements, including, but not limited to, requiring each Holder of a Claim to provide it with an executed current Form W-9, Form W-8, or similar tax form as a prerequisite to receiving a Distribution. Notwithstanding any other provision of the Plan, (a) each Holder of an Allowed Claim 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 including, in the case of any Holder of a Disputed Claim that has become an Allowed Claim, any tax obligation that would be imposed on the Reorganized Debtors or the Litigation Trustee, as applicable, in connection with such Distribution, and (b) no Distribution shall be made to or on behalf of such Holder pursuant to the Plan unless and until such Holder has made arrangements reasonably satisfactory to the Reorganized Debtors or the Litigation Trustee, as applicable, for the payment and satisfaction of such withholding tax obligations or such tax obligation that would be imposed in connection with such Distribution.

L. Forfeiture of Distributions

If the Holder of a Claim fails to cash a check payable to it within the time period set forth in Article VI.I, fails to claim an undeliverable Distribution within the time limit set forth in Article VI.H, or fails to complete and return to the Reorganized Debtor or the Litigation Trustee, as applicable, the appropriate Form W-8 or Form W-9 within sixty (60) calendar days after a request for the completion and return of the appropriate form pursuant to Article VI.K, then such Holder shall be deemed to have forfeited its right to any reserved and future Distributions, and the Claims of such Holder shall be waived, discharged and forever barred without further order of the Bankruptcy Court. Any such forfeited Distributions that would have been paid to the Holder of such Claim shall be deemed to have reverted back to the Reorganized Debtors or Litigation Trust, as applicable, for all purposes, including, but not limited to, for Distribution to Holders of other Allowed Claims, notwithstanding any federal or state escheat laws to the contrary.

M. Allocations

Distributions in respect of Allowed Claims shall be allocated first to the principal amount of such Claims (as determined for federal income tax purposes) and then, to the extent the consideration exceeds the principal amount of the Claims, to any portion of such Claims for accrued but unpaid interest.

N. Setoffs and Recoupment

Except as otherwise provided under the Plan, the Debtors or the Reorganized Debtor, the Litigation Trust or the Litigation Trustee, as applicable, may, but shall not be required to, setoff against or recoup from any Claims of any nature whatsoever that the Debtors, Reorganized Debtor, the Litigation Trust or the Litigation Trustee, as applicable, may have against the claimant, but neither the failure to do so nor the allowance of any Claim hereunder shall constitute a waiver or release by the Debtors, the Reorganized Debtor, the Litigation Trust or the Litigation Trustee, as applicable, of any claim it may have against the Holder of such Claim.

O. Claims Paid or Payable by Third Parties**(i) *Claims Paid by Third Parties***

The Debtors, the Reorganized Debtor, the Litigation Trust or the Litigation Trustee, as applicable, shall reduce in full a Claim, and such Claim shall be disallowed without a Claim objection having to be Filed and without any further notice to or action, order, or approval of the Bankruptcy Court, to the extent that the Holder of such Claim receives payment in full on account of such Claim from a party that is not Debtors, the Reorganized Debtor, the Litigation Trust or the Litigation Trustee, as applicable. Subject to the last sentence of this paragraph, to the extent a Holder of a Claim receives a distribution on account of such Claim and receives payment from a party that is not Debtors, the Reorganized Debtor, the Litigation Trust or the Litigation Trustee, as applicable, on account of such Claim, such Holder shall, within two weeks of receipt thereof, repay or return the distribution to the Reorganized Debtor or the Litigation Trust, as applicable, to the extent the Holder's total recovery on account of such Claim from the third party and under the Plan exceeds the amount of such Claim as of the date of any such distribution under the Plan. The failure of such Holder to timely repay or return such distribution shall result in the Holder owing the Reorganized Debtor or the Litigation Trust, as applicable, annualized interest at the Federal Judgment Rate on such amount owed for each Business Day after the two-week grace period specified above until the amount is repaid.

(ii) *Claims Payable by Third Parties*

No distributions under the Plan shall be made on account of an Allowed Claim that is payable pursuant to one of the Debtors' insurance policies until the Holder of such Allowed Claim has exhausted all remedies with respect to such insurance policy. To the extent that one or more of the Debtors' insurers agrees to satisfy in full or in part a Claim, then immediately upon such insurers' agreement, the applicable portion of such Claim may be expunged without a Claims objection having to be Filed and without any further notice to or action, order, or approval of the Bankruptcy Court.

(iii) *Applicability of Insurance Policies*

Except as otherwise provided in the Plan, distributions to Holders of Allowed Claims shall be in accordance with the provisions of any applicable insurance policy. Nothing contained in the Plan shall constitute or be deemed a waiver of any Cause of Action that the Debtors, the Reorganized Debtor, or any Entity, including but not limited to the Litigation Trust or Litigation Trustee, may hold against any other

Entity, including insurers under any policies of insurance, nor shall anything contained in the Plan constitute or be deemed a waiver by such insurers of any defenses, including coverage defenses, held by such insurers.

X. PROCEDURES FOR RESOLVING CONTINGENT, UNLIQUIDATED, AND DISPUTED CLAIMS

A. Prosecution of Objections to Claims

The Litigation Trust shall have the exclusive authority to File, settle, compromise, withdraw or litigate to judgment any objections to General Unsecured Claims. The Debtors or the Reorganized Debtor, as applicable, shall have the exclusive authority to File, settle, compromise, withdraw or litigate to judgment any objections to all other Claims, other than Fee Claims, as provided under the Plan (with Fee Claims being subject to objection by any Person with standing to object) provided, however, for the avoidance of doubt, the U.S. Trustee shall have standing to object to Fee Claims. From and after the Effective Date, the Reorganized Debtor and the Litigation Trust, as applicable, may settle or compromise any Disputed Claim without notice to or action, order or approval of the Bankruptcy Court. The Debtors, the Reorganized Debtor, the Litigation Trust, and the Litigation Trustee reserve all rights to resolve any Disputed Claim outside the Bankruptcy Court under applicable governing law.

B. Claims Administration Responsibilities

The Debtors, the Reorganized Debtor, the Litigation Trust and Litigation Trustee, as applicable, may, in their discretion, File with the Bankruptcy Court (or any other court of competent jurisdiction) an objection to the allowance of any Claim or any other appropriate motion or adversary proceeding with respect thereto, and the Debtors, the Reorganized Debtor, the Litigation Trust and the Litigation Trustee, as applicable, shall have the right to compromise, settle, withdraw or litigate to judgment any objections to such Claims. Any objections to Claims, other than Fee Claims and Administrative Claims, shall be served and Filed on or before the Claims Objection Deadline, which date may be extended by entry of an order by the Bankruptcy Court on motion of the Reorganized Debtor, Litigation Trust or the Litigation Trustee. The Claim Objection Deadline shall automatically be extended as provided by Local Rule 9006-2 upon the Filing of a motion by the Reorganized Debtor or the Litigation Trustee, as applicable, requesting an extension of the Claim Objection Deadline.

C. Estimation of Claims

Before or after the Effective Date, the Debtors, the Reorganized Debtor, the Litigation Trust or the Litigation Trustee, as applicable, may (but are not required to) at any time request that the Bankruptcy Court estimate any Disputed Claim that is contingent or unliquidated pursuant to section 502(c) of the Bankruptcy Code for any reason, regardless of whether any party previously has objected to such Claim or Interest or whether the Bankruptcy Court has ruled on any such objection, and the Bankruptcy Court shall retain jurisdiction to estimate any such Claim or Interest, including during the litigation of any objection to any Claim or Interest or during the appeal relating to such objection. Notwithstanding any provision otherwise in the Plan, a Claim that has been expunged from the Claims Register, but that either is subject to appeal or has not been the subject of a Final Order, shall be deemed to be estimated at zero dollars, unless otherwise ordered by the Bankruptcy Court. In the event that the Bankruptcy Court estimates any contingent or unliquidated Claim or Interest, that estimated amount shall constitute a maximum limitation on such Claim or Interest for all purposes under the Plan (including for purposes of distributions), and the Reorganized Debtor or the Litigation Trustee, as applicable, may elect to pursue any supplemental proceedings to object to any ultimate distribution on such Claim or Interest.

D. Adjustment to Claims Without Objection

Any Claim or Interest that has been paid or satisfied, or any Claim or Interest that has been amended or superseded, cancelled, or otherwise expunged (including pursuant to the Plan), may, in accordance with the Bankruptcy Code and Bankruptcy Rules, be adjusted or expunged (including on the Claims Register, to the extent applicable) by the Reorganized Debtor or the Litigation Trustee, as applicable, without a Claim objection having to be Filed and without any further notice to or action, order, or approval of the Bankruptcy Court.

E. Disallowance of Claims

Other than the Allowed Secured Lender Claims, any Claims held by Entities who are defendants in any Cause of Action and from which property is recoverable under section 542, 543, 550, or 553 of the Bankruptcy Code or that is a transferee of a transfer avoidable under section 522(f), 522(h), 544, 545, 548, 549, or 724(a) of the Bankruptcy Code, shall be deemed disallowed pursuant to section 502(d) of the Bankruptcy Code, and Holders of such Claims may not receive any distributions on account of such Claims until such time as such Causes of Action against that Entity have been settled or a Bankruptcy Court order with respect thereto has been entered and all sums due, if any, to the Debtors by that Entity have been turned over or paid to the Reorganized Debtor. All Claims Filed on account of an indemnification obligation to a director, officer, or employee shall be deemed satisfied and expunged from the Claims Register as of the Effective Date to the extent such indemnification obligation is assumed (or honored or reaffirmed, as the case may be) pursuant to the Plan, without any further notice to or action, order, or approval of the Bankruptcy Court.

F. No Distributions to Holders of Disputed Claims

Notwithstanding any other provision of the Plan, (1) no payments or distributions will be made on account of a Disputed Claim until such Claim becomes an Allowed Claim, if ever and (2) except as otherwise agreed to by the relevant parties, no partial payments and no partial distributions shall be made with respect to a Disputed Claim until all such disputes in connection with such Disputed Claim have been resolved by settlement or Final Order. To the extent that a Disputed Claim ultimately becomes an Allowed Claim, distributions (if any) shall be made to the Holder of such Allowed Claim in accordance with the provisions of the Plan. On the Distribution Date that is at least 30 days after a Disputed Claim becomes an Allowed Claim (or such lesser period as the Disbursing Agent may determine), the Holder of such Claim shall receive the distribution (if any) to which such Holder would have been entitled under the Plan as of the Effective Date (including any payments such Holder would have been entitled to on the Distribution Date on which such Holder is receiving its initial payment) if such claim had been Allowed as of the Effective Date, without any interest to be paid on account of such Claim.

G. Distributions After Allowance

To the extent that a Disputed Claim ultimately becomes an Allowed Claim, Distributions (if any) shall be made to the Holder of such Allowed Claim in accordance with the provisions of the Plan. On the date that is at least 30 days after a Disputed Claim becomes an Allowed Claim (or such lesser period as the Disbursing Agent may determine), the Holder of such Claim shall receive the Distribution (if any) to which such Holder would have been entitled under the Plan as of the Effective Date (including any payments such Holder would have been entitled to on the date on which such Holder is receiving its initial payment) if such claim had been Allowed as of the Effective Date, without any interest to be paid on account of such Claim.

XI. SETTLEMENT, RELEASE, INJUNCTION, AND RELATED PROVISIONS**A. Compromise and Settlement of Claims, Interests, and Controversies**

Pursuant to sections 363 and 1123 of the Bankruptcy Code and Bankruptcy Rule 9019, and in consideration for the distributions and other benefits provided pursuant to the Plan, the provisions of the Plan shall constitute a good faith compromise of substantially all Claims, Interests, and controversies relating to the contractual, legal, and equitable rights that a Holder of a Claim may have with respect to any Allowed Claim or Interest or any distribution to be made on account of such Allowed Claim or Interest. The entry of the Confirmation Order shall constitute the Bankruptcy Court's approval of the compromise or settlement of all such Claims, Interests, and controversies, as well as a finding by the Bankruptcy Court that such compromise or settlement is in the best interests of the Debtors, their Estates, and Holders, and is fair, equitable, and reasonable. In accordance with the provisions of the Plan, pursuant to section 363 of the Bankruptcy Code and Bankruptcy Rule 9019(a), without any further notice to or action, order, or approval of the Bankruptcy Court, after the Effective Date, the Reorganized Debtor may compromise and settle claims and Causes of Action against other Entities.

B. Discharge of Claims and Termination of Interests

Pursuant to section 1141(d) of the Bankruptcy Code, and except as otherwise specifically provided in the Plan or in any contract, instrument or other agreement or document created pursuant to the Plan, the distributions, rights and treatment that are provided in the Plan shall be in complete satisfaction, discharge, and release, effective as of the Effective Date, of Claims (including any Intercompany Claims resolved or compromised after the Effective Date by the Reorganized Debtor), Interests, and Causes of Action of any nature whatsoever, including any interest accrued on Claims or Interests from and after the Petition Date, whether known or unknown, against, liabilities of, Liens on, obligations of, rights against, and Interests in, the Debtors or any of their assets or properties, regardless of whether any property shall have been distributed or retained pursuant to the Plan on account of such Claims and Interests, including demands, liabilities, and Causes of Action that arose before the Effective Date, any liability (including withdrawal liability) to the extent such Claims or Interests relate to services performed by employees of the Debtors before the Effective Date and that arise from a termination of employment, any contingent or non-contingent liability on account of representations or warranties issued on or before the Effective Date, and all debts of the kind specified in sections 502(g), 502(h), or 502(i) of the Bankruptcy Code, in each case whether or not: (1) a Proof of Claim based upon such debt, right, or Interest is Filed or deemed Filed pursuant to section 501 of the Bankruptcy Code; (2) a Claim or Interest based upon such debt, right, or Interest is Allowed pursuant to section 502 of the Bankruptcy Code; or (3) the Holder of such a Claim or Interest has accepted the Plan. Any default by the Debtors or their Affiliates with respect to any Claim or Interest that existed immediately before or on account of the filing of the Chapter 11 Cases shall be deemed cured on the Effective Date. Except as otherwise provided in the Plan or in any contract, instrument, release, or other agreement or document created pursuant to the Plan, on the Effective Date, the Confirmation Order shall be a judicial determination of the discharge of all Claims and Interests.

C. Release of Liens

Except as otherwise provided in the Plan or in any contract, instrument, release, or other agreement or document created pursuant to the Plan, including with respect to the New Second Lien Secured Notes and the Exit Facility, on the Effective Date and concurrently with the applicable distributions made pursuant to the Plan and, in the case of an Allowed Other Secured Claim, satisfaction in full of the portion of such Allowed Other Secured Claim that is Allowed as of the Effective Date, all mortgages, deeds of trust, Liens, pledges, or other security interests against any property of the Estates shall be fully released and discharged, and all of the right, title, and interest of any Holder of such

mortgages, deeds of trust, Liens, pledges, or other security interests shall revert to the Reorganized Debtor.

D. Releases by the Debtors

Pursuant to section 1123(b) of the Bankruptcy Code, and except as otherwise specifically provided in the Plan, for good and valuable consideration, including the service of the Released Parties to facilitate the expeditious reorganization of the Debtors and the implementation of the restructuring contemplated by the Plan, as of the Effective Date of the Plan, the Debtors, on behalf of themselves and their Affiliates, the Estates and their respective successors and assigns, and any and all Entities who may purport to claim by, through, on behalf of or for the benefit of any of the Debtors or the Estates, expressly, unconditionally, irrevocably, generally, and individually and collectively release, acquit and discharge each Released Party from any and all actions, claims, interests, obligations, rights, suits, damages, Causes of Action, remedies, and liabilities whatsoever, whether known or unknown, foreseen or unforeseen, matured or unmatured, existing or hereafter arising, in law, equity, contract, tort, or otherwise, by statute or otherwise, that such releasing party ever had, now has, or hereafter can, shall, or may have, based on or relating to, or in any manner arising from, in whole or in part, the Debtors, the Debtors' restructuring, the Chapter 11 Cases, the purchase, sale, or rescission of the purchase or sale of any Security of the Debtors, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the business or contractual arrangements between any Debtor and any Released Party, the restructuring of Claims and Interests before or during the Chapter 11 Cases, the negotiation, formulation or preparation of the Plan, the Plan Supplement, the Disclosure Statement, any forbearance agreement, or related agreements, instruments, or other documents, or any other act or omission, transaction, transfer, agreement, event, or other occurrence relating to the Debtors, taking place on or before the Effective Date of the Plan, including any Released Claims, other than with respect to Claims or liabilities arising out of or relating to any act or omission of such Released Party unknown to the Debtors as of the Effective Date that constitute gross negligence, willful misconduct, or actual fraud, in each case as determined by Final Order of a court of competent jurisdiction.

E. Releases by Holders of Claims and Interests

As of the Effective Date of the Plan, each Holder of a Claim or Interest shall be deemed to have expressly, unconditionally, irrevocably, generally, and individually and collectively, released, acquitted, and discharged each Released Party from any and all actions, claims, interests, obligations, rights, suits, damages, Causes of Action, remedies, and liabilities whatsoever, including any derivative claims asserted on behalf of a Debtor, whether known or unknown, foreseen or unforeseen, matured or unmatured, existing or hereafter arising, in law, equity, contract, tort, or otherwise, by statute or otherwise, that such Holder (whether individually or collectively) ever had, now has, or hereafter can, shall, or may have, based on or relating to, or in any manner arising from, in whole or in part, the Debtors, the Debtors' restructuring, the Chapter 11 Cases, the purchase, sale, or rescission of the purchase or sale of any Security of the Debtors, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the business or contractual arrangements between any Debtor and any Released Party, the restructuring of Claims and Interests before or during the Chapter 11 Cases, the negotiation, formulation, or preparation of the Plan, the Plan Supplement, the Disclosure Statement, any forbearance agreement, or related agreements, instruments, or other documents, or any other act or omission, transaction, transfer, agreement, event, or other occurrence relating to the Debtors, taking place on or before the Effective Date of the Plan, including any Released Claims, other than with respect to Claims or liabilities arising out of or relating to any act or omission of such Released

Party unknown to such Holder as of the Effective Date that constitute gross negligence, willful misconduct, or actual fraud, in each case, as determined by Final Order of a court of competent jurisdiction. The provisions of Article VIII.E of the Plan, and subparagraph (d) in the definition of Exculpated Parties, are subject to the approval of the Bankruptcy court in connection with confirmation of the Plan, and may be limited, with the consent of the Supporting Lenders, in connection therewith; provided further that these provisions may be deleted from the Plan with the consent of the Supporting Lenders at any time prior to entry of any Confirmation Order.

F. Exculpation

On the Effective Date, for good and valuable consideration, the adequacy of which is hereby confirmed, to the maximum extent permitted by law, none of the Exculpated Parties shall have or incur any liability to any Entity, including to any of a Claim or an Interest, for any prepetition or postpetition act or omission in connection with, relating to, or arising out of the Debtors, the Chapter 11 Cases, the formulation, negotiation, preparation, dissemination, solicitation of acceptances, implementation, confirmation or consummation of the Plan, the Disclosure Statement, or any contract, instrument, release, or other agreement or document created, executed, or contemplated in connection with the Plan, or the administration of the Plan or the property to be distributed under the Plan, except for those that result from any such act or omission that is determined in a Final Order to have constituted actual fraud, gross negligence, or willful misconduct. For purposes of the foregoing it is expressly understood that any act or omission effected with the approval of the Bankruptcy Court will be deemed not to constitute actual fraud or willful misconduct unless the approval of the Bankruptcy Court was obtained by fraud or misrepresentation, and in all respects, the Exculpated Parties shall be entitled to rely on the written advice of counsel with respect to their duties and responsibilities under, or in connection with, the Chapter 11 Cases, the Plan, and the administration thereof.

G. Injunction

FROM AND AFTER THE EFFECTIVE DATE, ALL ENTITIES ARE PERMANENTLY ENJOINED FROM COMMENCING OR CONTINUING IN ANY MANNER, ANY CAUSE OF ACTION DISCHARGED, RELEASED OR TO BE RELEASED PURSUANT TO THE PLAN OR THE CONFIRMATION ORDER.

FROM AND AFTER THE EFFECTIVE DATE, TO THE EXTENT OF THE DISCHARGE AND THE RELEASES AND EXCULPATION GRANTED IN ARTICLE VIII HEREOF, ALL ENTITIES SHALL BE PERMANENTLY ENJOINED FROM COMMENCING OR CONTINUING IN ANY MANNER AGAINST THE RELEASED PARTIES AND THE EXCULPATED PARTIES AND THEIR ASSETS AND PROPERTIES, AS THE CASE MAY BE, ANY SUIT, ACTION, OR OTHER PROCEEDING, ON ACCOUNT OF OR RESPECTING ANY CLAIM, DEMAND, LIABILITY, OBLIGATION, DEBT, RIGHT, CAUSE OF ACTION, INTEREST, OR REMEDY DISCHARGED, RELEASED OR EXCULPATED OR TO BE RELEASED OR EXCULPATED PURSUANT TO ARTICLE VIII HEREOF.

WITHOUT LIMITING THE FOREGOING, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THE PLAN, THE PLAN SUPPLEMENT, OR RELATED DOCUMENTS, OR IN OBLIGATIONS ISSUED PURSUANT TO THE PLAN, ALL ENTITIES WHO HAVE HELD, HOLD, OR MAY HOLD CLAIMS OR INTERESTS THAT HAVE BEEN DISCHARGED PURSUANT TO ARTICLE VIII.B OR RELEASED PURSUANT TO ARTICLE VIII.D OR ARTICLE VIII.E, OR ARE SUBJECT TO EXCULPATION PURSUANT TO ARTICLE VIII.F ARE PERMANENTLY ENJOINED, FROM AND AFTER THE EFFECTIVE DATE, FROM TAKING ANY OF THE

FOLLOWING ACTIONS AGAINST, AS APPLICABLE, THE DEBTORS, THE REORGANIZED DEBTOR, THE RELEASED PARTIES OR THE EXCULPATED PARTIES: (i) COMMENCING OR CONTINUING IN ANY MANNER ANY ACTION OR OTHER PROCEEDING OF ANY KIND ON ACCOUNT OF OR IN CONNECTION WITH OR WITH RESPECT TO ANY SUCH CLAIMS OR INTERESTS; (ii) ENFORCING, ATTACHING, COLLECTING, OR RECOVERING BY ANY MANNER OR MEANS ANY JUDGMENT, AWARD, DECREE, OR ORDER AGAINST SUCH ENTITIES ON ACCOUNT OF OR IN CONNECTION WITH OR WITH RESPECT TO ANY SUCH CLAIMS OR INTERESTS; (iii) CREATING, PERFECTING, OR ENFORCING ANY ENCUMBRANCE OF ANY KIND AGAINST SUCH ENTITIES OR THE PROPERTY OR ESTATES OF SUCH ENTITIES ON ACCOUNT OF OR IN CONNECTION WITH OR WITH RESPECT TO ANY SUCH CLAIMS OR INTERESTS; AND (iv) COMMENCING OR CONTINUING IN ANY MANNER ANY ACTION OR OTHER PROCEEDING OF ANY KIND ON ACCOUNT OF OR IN CONNECTION WITH OR WITH RESPECT TO ANY SUCH CLAIMS OR INTERESTS DISCHARGED, RELEASED OR SETTLED PURSUANT TO THE PLAN.

EXCEPT AS OTHERWISE EXPRESSLY PROVIDED FOR IN THE PLAN OR IN OBLIGATIONS ISSUED PURSUANT HERETO FROM AND AFTER THE EFFECTIVE DATE, ALL CLAIMS SHALL BE FULLY RELEASED AND DISCHARGED, AND THE INTERESTS SHALL BE CANCELLED, AND THE DEBTORS' LIABILITY WITH RESPECT THERETO SHALL BE EXTINGUISHED COMPLETELY, INCLUDING ANY LIABILITY OF THE KIND SPECIFIED UNDER SECTION 502(G) OF THE BANKRUPTCY CODE.

EXCEPT AS EXPRESSLY SET FORTH IN THE PLAN, ALL ENTITIES SHALL BE PRECLUDED FROM ASSERTING AGAINST THE DEBTORS, THE DEBTORS' ESTATES, OR THE REORGANIZED DEBTOR, EACH OF THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, AND EACH OF THEIR ASSETS AND PROPERTIES, ANY OTHER CLAIMS OR INTERESTS BASED UPON ANY DOCUMENTS, INSTRUMENTS, OR ANY ACT OR OMISSION, TRANSACTION, OR OTHER ACTIVITY OF ANY KIND OR NATURE THAT OCCURRED BEFORE THE EFFECTIVE DATE.

H. Liabilities to, and Rights of, Governmental Units

Nothing in the Plan or Confirmation Order shall discharge, release, or preclude: (i) any liability to a Governmental Unit that is not a Claim; (ii) any Claim of a Governmental Unit arising on or after the Confirmation Date; (iii) any liability to a Governmental Unit on the part of any Person or Entity other than the Debtors or Reorganized Debtor; (iv) any valid right of setoff or recoupment by a Governmental Unit; or (v) any criminal liability. Nothing in the Plan or Confirmation Order shall enjoin or otherwise bar any Governmental Unit from asserting or enforcing, outside the Bankruptcy Court, any liability described in the preceding sentence. The discharge and injunction provisions contained in the Plan and Confirmation Order are not intended and shall not be construed to bar any Governmental Unit from, after the Confirmation Date, pursuing any police or regulatory action.

I. Term of Injunctions or Stays

Unless otherwise provided in the Plan or the Confirmation Order, all injunctions or stays in effect in the Chapter 11 Cases pursuant to sections 105 or 362 of the Bankruptcy Code or any order of the Bankruptcy Court, and extant on the Confirmation Date (excluding any injunctions or stays contained in the Plan or the Confirmation Order), shall remain in full force and effect until the Effective Date. All injunctions or stays contained in the Plan or the Confirmation Order shall remain in full force and effect in accordance with their terms.

XII. CONDITIONS PRECEDENT TO CONSUMMATION OF THE PLAN

A. Conditions Precedent to the Effective Date

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

- (i)** The Bankruptcy Court shall have entered the Confirmation Order and the Confirmation Order shall not be stayed.
- (ii)** Any amendments, modifications, or supplements to the Plan (including the Plan Supplement), if any, shall be reasonably acceptable to the Supporting Parties.
- (iii)** All actions, documents, certificates, and agreements necessary to implement this Plan, shall have been effected or executed and delivered to the required parties and, to the extent required, filed with the applicable Governmental Units in accordance with applicable laws.
- (iv)** The Litigation Trust shall have been created by execution of the Litigation Trust Agreement and funded with the Litigation Trust Funds in Cash.
- (v)** All Governmental Unit approvals or other approvals required to effectuate the terms of the Plan, including the Plan Supplement, have been obtained.
- (vi)** The Reorganized Debtor shall have closed on the Exit Facility, pursuant to the Exit Facility Credit Agreement, and all conditions precedent to the consummation thereof shall have been waived or satisfied in accordance with the terms thereof.
- (vii)** All professional fees and expenses of the Second Lien Agent, the Second Lien Lenders, the DIP Facility Agent and the DIP Facility Lenders have been paid in full in Cash.
- (viii)** Unless waived by the Supporting Lenders, the aggregate amount of the Allowed Administrative Claims and Allowed Priority Claims (other than Accrued Professional Compensation Claims to the extent consistent with the and other such Claims secured by escrowed funds) that have not been, or will not be, satisfied in the ordinary course of business shall not exceed (or shall be estimated as of the Effective Date not to exceed) \$2,500,000.

B. Waiver of Conditions

The conditions to Consummation set forth in Article IX of the Plan may be waived by the applicable Supporting Parties, and if applicable, any other Person entitled to satisfaction of such condition, without notice, leave, or order of the Bankruptcy Court or any formal action other than proceeding to confirm or consummate the Plan.

C. Effect of Failure of Conditions

If the Consummation of the Plan does not occur, the Plan shall be null and void in all respects and nothing contained in the Plan or the Disclosure Statement shall: (i) constitute a waiver or release of any

claims or Causes of Action by the Debtors, any Holders, or any other Entity; (ii) prejudice in any manner the rights of the Debtors, any Holders, or any other Entity; or (iii) constitute an admission, acknowledgment, offer, or undertaking by the Debtors, any Holders, or any other Entity in any respect.

XIII. MODIFICATION, REVOCATION, OR WITHDRAWAL OF THE PLAN

A. Modification and Amendments

Except as otherwise specifically provided in the Plan, the Debtors reserve the right to modify the Plan, whether such modification is material or immaterial, and seek Confirmation consistent with the Bankruptcy Code. Subject to certain restrictions and requirements set forth in section 1127 of the Bankruptcy Code and Bankruptcy Rule 3019 (as well as those restrictions on modifications set forth in the Plan), each of the Debtors expressly reserves its respective rights to revoke or withdraw, or to alter, amend, or modify the Plan with respect to such Debtor, one or more times, after Confirmation, and, to the extent necessary, may initiate proceedings in the Bankruptcy Court to so alter, amend, or modify the Plan, or remedy any defect or omission or reconcile any inconsistencies in the Plan, the Disclosure Statement or the Confirmation Order, in such matters as may be necessary to carry out the purposes and intent of the Plan. Any such modification or supplement shall be considered a modification of the Plan and shall be: (1) made in accordance with Article X of the Plan; and (2) in form and substance reasonably acceptable to the Supporting Parties.

B. Effect of Confirmation on Modifications

Entry of a Confirmation Order shall mean that all modifications or amendments to the Plan since the solicitation thereof are approved pursuant to section 1127(a) of the Bankruptcy Code and do not require additional disclosure or re-solicitation under Bankruptcy Rule 3019.

C. Revocation or Withdrawal of Plan

The Debtors reserve the right to revoke or withdraw the Plan before 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: (i) the Plan shall be null and void in all respects; (ii) any settlement or compromise embodied in the Plan (including the fixing or limiting to an amount certain of the Claims or Interests or Class of Claims or Interests), assumption or rejection of Executory Contracts or Unexpired Leases effected by the Plan, and any document or agreement executed pursuant to the Plan, shall be deemed null and void; and (iii) nothing contained in the Plan shall: (a) constitute a waiver or release of any Claims or Interests; (b) prejudice in any manner the rights of such Debtor, any Holder, or any other Entity; or (c) constitute an admission, acknowledgement, offer, or undertaking of any sort by such Debtor, any Holder or any other Entity.

XIV. RETENTION OF JURISDICTION

Notwithstanding the entry of the Confirmation Order and the occurrence of the Effective Date, on and after the Effective Date, except as set forth in the Plan, the Bankruptcy Court shall retain exclusive jurisdiction over all matters arising out of, or related to, the Chapter 11 Cases and the Plan pursuant to sections 105(a) and 1142 of the Bankruptcy Code, including jurisdiction to:

- (i) allow, disallow, determine, liquidate, classify, estimate, or establish the priority, Secured or unsecured status, or amount of any Claim or Interest, including the resolution of any request for payment of any Administrative Claim and the

resolution of any and all objections to the Secured or unsecured status, priority, amount, or allowance of Claims or Interests;

- (ii) decide and resolve all matters related to the determination of a whether a Claim shall be deemed a Subordinated Claim in connection with the Plan;
- (iii) decide and resolve all matters related to the granting and denying, in whole or in part, any applications for allowance of compensation or reimbursement of expenses to Professionals (including Fee Claims) authorized pursuant to the Bankruptcy Code or the Plan;
- (iv) resolve any matters related to: (a) the assumption or rejection of any Executory Contract or Unexpired Lease to which a Debtor is party or with respect to which a Debtor may be liable, and to hear, determine and, if necessary, liquidate, any Claims arising therefrom, including Cure Claims pursuant to section 365 of the Bankruptcy Code; (b) any potential contractual obligation under any Executory Contract or Unexpired Lease that is assumed; (c) the Reorganized Debtor amending, modifying, or supplementing, after the Effective Date, pursuant to Article V of the Plan, the Executory Contracts and Unexpired Leases to be assumed, rejected or otherwise; and (d) any dispute regarding whether a contract or lease is or was executory, expired, or terminated;
- (v) ensure that distributions to Holders of Allowed Claims and Interests are accomplished pursuant to the provisions of the Plan;
- (vi) adjudicate, decide, or resolve any motions, adversary proceedings, contested or litigated matters, and any other matters, and grant or deny any applications involving a Debtor or the Estates that may be pending on the Effective Date;
- (vii) adjudicate, decide, or resolve any and all matters related to section 1141 of the Bankruptcy Code;
- (viii) adjudicate, decide, and resolve any and all Causes of Action arising under the Bankruptcy Code;
- (ix) enter and implement such orders as may be necessary or appropriate to execute, implement, or consummate the provisions of the Plan and all contracts, instruments, releases, indentures, and other agreements or documents created in connection with the Plan, the Plan Supplement, or the Disclosure Statement;
- (x) enter and enforce any order for the sale of property pursuant to sections 363, 1123, or 1146(a) of the Bankruptcy Code;
- (xi) resolve any cases, controversies, suits, disputes, or Causes of Action that may arise in connection with Consummation, including interpretation or enforcement of the Plan or any Entity's obligations incurred in connection with the Plan;
- (xii) 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 or enforcement of the Plan;

- (xiii) resolve any cases, controversies, suits, disputes, or Causes of Action with respect to the releases, injunctions, and other provisions contained in Article VIII of the Plan, and enter such orders as may be necessary or appropriate to implement such releases, injunctions, and other provisions;
- (xiv) resolve any cases, controversies, suits, disputes, or Causes of Action with respect to the repayment or return of distributions and the recovery of additional amounts owed by the Holder of a Claim for amounts not timely repaid pursuant to Article VI.J.1 of the Plan;
- (xv) enter and implement such orders as are necessary or appropriate if the Confirmation Order is for any reason modified, stayed, reversed, revoked, or vacated;
- (xvi) 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, indenture, or other agreement or document created in connection with the Plan or the Disclosure Statement;
- (xvii) enter an order or Final Decree concluding or closing any of the Chapter 11 Cases;
- (xviii) adjudicate any and all disputes arising from or relating to distributions under the Plan;
- (xix) consider any modifications of the Plan, to cure any defect or omission or to reconcile any inconsistency in any Bankruptcy Court order, including the Confirmation Order;
- (xx) determine requests for the payment of Claims entitled to priority pursuant to section 507 of the Bankruptcy Code;
- (xxi) hear and determine disputes arising in connection with the interpretation, implementation, or enforcement of the Plan or the Confirmation Order, including disputes arising in connection with the implementation of the agreements, documents, or instruments executed in connection with the Plan;
- (xxii) hear and determine matters concerning state, local, and federal taxes in accordance with sections 346, 505, and 1146 of the Bankruptcy Code;
- (xxiii) hear and determine all disputes involving the existence, nature, scope, or enforcement of any exculpations, discharges, injunctions, and releases granted in connection with and under the Plan, including under Article VIII of the Plan;
- (xxiv) enforce all orders previously entered by the Bankruptcy Court, resolve any cases, controversies, suits, or disputes that may arise in connection with any Entity's rights arising from or obligations incurred in connection with the Plan; and
- (xxv) hear any other matter not inconsistent with the Bankruptcy Code.

For the avoidance of doubt, nothing in the Plan limits the jurisdiction of the Bankruptcy Court to interpret and enforce the Plan and all contracts, instruments, releases, indentures, and other agreements or

documents created in connection with the Plan, the Plan Supplement, or the Disclosure Statement, without regard to whether the controversy with respect to which such interpretation or enforcement relates may be pending in any state or other federal court of competent jurisdiction.

XV. MISCELLANEOUS PROVISIONS

A. Immediate Binding Effect

Subject to Article IX.A of the Plan and notwithstanding Bankruptcy Rules 3020(e), 6004(h), or 7062 or otherwise, upon the occurrence of the Effective Date, the terms of the Plan and the Plan Supplement shall be immediately effective and enforceable and deemed binding upon the Debtors, the Reorganized Debtor, and any and all Holders of Claims or Interests (irrespective of whether their Claims or Interests are deemed to have accepted the Plan), all Entities that are parties to or are subject to the settlements, compromises, releases, discharges, and injunctions described in the Plan, each Entity acquiring property under the Plan, and any and all non-Debtor parties to Executory Contracts and Unexpired Leases with the Debtors.

B. Additional Documents

On or before the Effective Date, the Debtors may File with the Bankruptcy Court such agreements and other documents as may be necessary or appropriate to effectuate and further evidence the terms and conditions of the Plan. The Debtors or Reorganized Debtor, as applicable, and all Holders receiving distributions pursuant to the Plan and all other parties in interest may, from time to time, prepare, execute, and deliver any agreements or documents and take any other actions as may be necessary or advisable to effectuate the provisions and intent of the Plan.

C. Statutory Committee and Cessation of Fee and Expense Payment

On the Effective Date, (i) the Committee shall be automatically dissolved, and (ii) each member of the Committee, solely in their capacity as such (including each member's advisors, members, and professional persons, in each case solely in their capacity as such) and each Professional retained by the Committee shall be released and discharged from all rights, duties, responsibilities, and obligations arising from, or related to, the Debtors, their membership on the Committee, the Plan, or the Chapter 11 Cases, except with respect to any matters concerning any Fee Claims held or asserted by any Professional retained by the Committee. The Reorganized Debtor shall no longer be responsible for paying any fees or expenses incurred after the Effective Date by the Committee or its professionals.

D. Reservation of Rights

Except as expressly set forth in the Plan, the Plan shall have no force or effect unless the Bankruptcy Court enters the Confirmation Order, and the Confirmation Order shall have no force or effect if the Effective Date does not occur. None of the Filing of the Plan, any statement or provision contained in the Plan, or the taking of any action by any Debtor with respect to the Plan, the Disclosure Statement, or the Plan Supplement shall be or shall be deemed to be an admission or waiver of any rights of any Debtor with respect to the Holders before the Effective Date.

E. Successors and Assigns

The rights, benefits, and obligations of any Entity named or referred to in the Plan shall be binding on, and shall inure to the benefit of any heir, executor, administrator, successor, or assign,

Affiliate, officer, director, agent, representative, attorney, beneficiaries, or guardian, if any, of each Entity.

F. Notices

To be effective, all notices, requests, and demands to or upon the Debtors shall be in writing (including by email transmission), and unless otherwise expressly provided herein, shall be deemed to have been duly given or made when actually delivered or, in the case of notice by email transmission, when received, addressed to the following:

If to the Debtors:

General Wireless Operations Inc. dba RadioShack
Attn: Bradford A. Tobin
General Counsel
300 RadioShack Circle
Fort Worth, TX 76102-1964

E-mail address: Bradford.Tobin@radioshack.com

With copies to:

Pepper Hamilton LLP
Attn: David M. Fournier
1313 N. Market Street, Suite 5100
P.O. Box 1709
Wilmington, DE 19899-1709
E-mail address: fournied@pepperlaw.com

After the Effective Date, the Reorganized Debtor may, in its sole discretion, notify Entities that, in order to continue to receive documents pursuant to Bankruptcy Rule 2002, such Entity must File a renewed request to receive documents pursuant to Bankruptcy Rule 2002. After the Effective Date, the Reorganized Debtor is authorized to limit the list of Entities receiving documents pursuant to Bankruptcy Rule 2002 to those Entities who have Filed such renewed requests.

G. Entire Agreement

Except as otherwise indicated, the Plan and the Plan Supplement supersede all previous and contemporaneous negotiations, promises, covenants, agreements, understandings, and representations on such subjects, all of which have become merged and integrated into the Plan.

H. Exhibits

All exhibits and documents included in the Plan Supplement are incorporated into and are a part of the Plan as if set forth in full in the Plan. After the exhibits and documents are Filed, copies of such exhibits and documents shall be available upon written request to the Debtors' counsel at the address above or by downloading such exhibits and documents from the website of the Claims Agent or the Bankruptcy Court's website at <http://www.deb.uscourts.gov>. To the extent any exhibit or document is inconsistent with the terms of the Plan, unless otherwise ordered by the Bankruptcy Court, the non-exhibit or non-document portion of the Plan shall control.

I. Nonseverability of Plan Provisions

If, before Confirmation, any term or provision of the Plan is held by the Bankruptcy Court to be invalid, void, or unenforceable, the Bankruptcy Court shall have the power to alter and interpret such term or provision to make it valid or enforceable to the maximum extent practicable, consistent with the original purpose of the term or provision held to be invalid, void, or unenforceable, and such term or provision shall then be applicable as altered or interpreted. Notwithstanding any such holding, alteration, or interpretation, the remainder of the terms and provisions of the Plan will remain in full force and effect and will in no way be affected, impaired, or invalidated by such holding, alteration, or interpretation. The Confirmation Order shall constitute a judicial determination and shall provide that each term and provision of the Plan, the New Corporate Governance Documents, the Restructured Second Lien Note, and the Exit Facility Credit Agreement, as any of such documents may have been altered or interpreted in accordance with the foregoing, are: (i) valid and enforceable pursuant to their terms; (ii) integral to the Plan and may not be deleted or modified without the consent of the parties thereto; and (iii) non-severable and mutually dependent.

J. Votes Solicited in Good Faith

Upon entry of the Confirmation Order, the Debtors will be deemed to have solicited votes on the Plan in good faith and in compliance with the Bankruptcy Code, and pursuant to section 1125(e), 1125(g), and 1126(b) of the Bankruptcy Code, the Debtors and each of their respective Related Parties will be deemed to have participated in good faith and in compliance with the Bankruptcy Code in the offer, issuance, sale, and purchase of Securities offered and sold under the Plan and any previous plan and, therefore, no such parties, individuals, or the Reorganized Debtor will have any liability for the violation of any applicable law, rule, or regulation governing the solicitation of votes on the Plan or the offer, issuance, sale, or purchase of the Securities offered and sold under the Plan or any previous plan.

K. Closing of Chapter 11 Cases

The Reorganized Debtor shall, promptly after the full administration of the Chapter 11 Cases, File with the Bankruptcy Court all documents required by Bankruptcy Rule 3022 and any applicable order necessary to close the Chapter 11 Cases.

L. Conflicts

Except as set forth in the Plan, to the extent that any provision of the Disclosure Statement, the Plan Supplement, or any order (other than the Confirmation Order) referenced in the Plan (or any exhibits, schedules, appendices, supplements, or amendments to any of the foregoing), conflict with or are in any way inconsistent with any provision of the Plan, the Plan shall govern and control; *provided, however*, with respect to any conflict or inconsistency between the Plan and the Confirmation Order, the Confirmation Order shall govern.

XVI. CERTAIN FEDERAL INCOME TAX CONSEQUENCES**A. General**

A description of the United States federal income tax consequences of the Plan is provided below. This description is based on the Internal Revenue Code, Treasury Regulations issued thereunder, judicial decisions and Internal Revenue Service and administrative determinations, all as in effect on the date of this Disclosure Statement and all subject to change, possibly with retroactive effect. Changes in any of these authorities or in their interpretation could cause the

United States federal income tax consequences of the Plan to differ materially from the consequences described below.

The United States federal income tax consequences of the Plan are complex and in important respects uncertain. No ruling has been requested from the Internal Revenue Service; no opinion has been requested from Debtors' counsel concerning any tax consequence of the Plan; and no tax opinion is given by this Disclosure Statement.

The description that follows does not cover all aspects of United States federal income taxation that may be relevant to the Debtors or Holders of Claims. For example, the description does not address issues of special concern to certain types of taxpayers, such as dealers in securities, life insurance companies, financial institutions, tax exempt organizations and non-U.S. taxpayers nor does it address tax consequences to Holders of Interests in the Debtors. In addition, the description does not discuss state, local or non-U.S. tax consequences.

For these reasons, the description that follows is not a substitute for careful tax planning and professional tax advice based upon the individual circumstances of each Holder of a Claim or Interest. Holders of Claims or Interests are urged to consult with their own tax advisors regarding the federal, state, local and non-U.S. tax consequences of the Plan.

B. United States Federal Income Tax Consequences to the U.S. Debtors

Generally, the discharge of a debt obligation of a U.S. debtor for an amount less than the adjusted issue price (in most cases, the amount the debtor received on incurring the obligation, with certain adjustments) creates cancellation of indebtedness ("COD") income, that must be included in the debtor's income. The amount of the U.S. Debtors' COD income is dependent upon the value of the Plan consideration distributed on account of the Allowed Claims against the Debtors relative to the amount of such Allowed Claims (or adjusted issue price if different from the amount of the Allowed Claims), as well as the extent to which those Allowed Claims constitute debt for federal income tax purposes and to the extent the payment of such Allowed Claims would be deductible for tax purposes. However, COD income is excluded from taxable income by a taxpayer that is a debtor in a reorganization case if the discharge is granted by the bankruptcy court or pursuant to a plan of reorganization approved by a bankruptcy court. The Plan, if approved, would enable the U.S. Debtors to qualify for this bankruptcy exclusion rule with respect to any COD income triggered by the Plan.

If debt of a U.S. Debtor is discharged in a reorganization case qualifying for the bankruptcy exclusion, however, certain income tax attributes otherwise available and of value to the debtor are reduced, in most cases by the amount of the COD income. Tax attributes subject to reduction include, in the following order: (a) net operating losses ("NOLs") and NOL carryforwards; (b) most credit carryforwards, including the general business credit and the minimum tax credit; (c) capital losses and capital loss carryforwards; (d) the tax basis of the debtor's assets, but not in an amount greater than the excess of the aggregate tax bases of the property held by the debtor immediately after the discharge over the aggregate amount of the debtor's liabilities immediately after the discharge; and (e) foreign tax credit carryforwards. A U.S. debtor may elect to avoid the prescribed order of attribute reduction and instead reduce the basis of depreciable property first.

GWO may recognize an amount of COD income in connection with the implementation of the Plan. If there is any COD, the debtors have not yet determined whether to elect to first reduce tax basis in their depreciable property or to reduce NOLs first.

C. United States Federal Income Tax Consequences of Payment of Allowed Claims Pursuant to Plan

The United States federal income tax consequences of Plan implementation to the Holders of Allowed Claims will depend on, among other things, the consideration to be received by the Holder, whether the Holder reports income on the accrual or cash method, whether the Holder receives distributions under the Plan in more than one taxable year, whether the Holder's Claim is allowed or disputed at the Effective Date, and whether the Holder has taken a bad debt deduction or worthless security deduction with respect to its Claim.

(i) Recognition of Gain or Loss

(a) In General

In general, a Holder of a Claim should recognize gain or loss equal to the amount realized under the Plan in respect of its Claim less the Holder's basis in the Claim. Any gain or loss recognized in the

exchange may be long-term or short-term capital gain or loss or ordinary income or loss, depending upon the nature of the Claim and the Holder, the length of time the Holder held the Claim and whether the Claim was acquired at a market discount. If the Holder realizes a capital loss, its deduction of the loss may be subject to limitation. The Holder's aggregate tax basis for any property received under the Plan generally will equal the amount realized. The Holder's amount realized generally will equal the sum of the Cash and the fair market value of any other property received (or deemed received) by the Holder under the Plan on the Effective Date or subsequent distribution date, less the amount (if any) allocable to Claims for interest, as discussed below.

(b) Post-Effective Date Cash Distributions

Because certain Holders of Allowed Claims, including Disputed Claims that ultimately become Allowed Claims, may receive Cash distributions subsequent to the Effective Date of the Plan, the imputed interest provisions of the Internal Revenue Code may apply to treat a portion of the subsequent distributions as imputed interest. Additionally, because Holders may receive distributions with respect to an Allowed Claim in a taxable year or years following the year of the initial distribution, any loss and a portion of any gain realized by the Holder may be deferred. All Holders of Allowed Claims are urged to consult their tax advisors regarding the possible application of (or ability to elect out of) the "installment method" of reporting with respect to their claims.

(c) Bad Debt and/or Worthless Securities Deduction

A Holder who, under the Plan, receives in respect of a Claim an amount less than the Holder's tax basis in the Claim may be entitled in the year of receipt (or in an earlier or later year) to a bad debt deduction in some amount under § 166(a) of the Internal Revenue Code or a worthless securities deduction under § 165(g) of the Internal Revenue Code. The rules governing the character, timing and amount of bad debt or worthless securities deductions place considerable emphasis on the facts and circumstances of the Holder, the obligor and the instrument with respect to which a deduction is claimed. Holders of Claims, therefore, are urged to consult their tax advisors with respect to their ability to take such a deduction.

D. Certain Other Tax Consequences for Holders of Claims

(i) *Receipt of Pre-Effective Date Interest*

In general, a Claim Holder that was not previously required to include in its taxable income any accrued but unpaid pre-Effective Date interest on the Claim may be required to take such amount into income as taxable interest. A Claim Holder that was previously required to include in its taxable income any accrued but unpaid pre-Effective Date interest on the Claim may be entitled to recognize a deductible loss to the extent that such interest is not satisfied under the Plan. Each Holder is urged to consult its tax advisor regarding the tax treatment of its distributions under the Plan and the deductibility of any accrued but unpaid interest for federal income tax purposes.

(ii) *Litigation Trust*

For a discussion of certain tax consequences with respect to the Litigation Trust, *see* Section VI.D.(vii) of this Disclosure Statement.

(iii) *Installment Method*

A Holder of a Claim constituting an installment obligation for tax purposes may be required to recognize currently any gain remaining with respect to the obligation if, pursuant to the Plan, the obligation is considered to be satisfied at other than its face value, distributed, transmitted, sold or otherwise disposed of within the meaning of § 453B of the Internal Revenue Code.

(iv) Information Reporting and Withholding

Under the Internal Revenue Code's backup withholding rules, the Holder of an Allowed Claim may be subject to backup withholding with respect to distributions or payments made pursuant to the Plan, unless the Holder comes within certain exempt categories (which generally include corporations) and, when required demonstrates that fact or provides a correct taxpayer identification number and certifies under penalty of perjury that the taxpayer identification number is correct and that the Holder is not subject to backup withholding because of a failure to report all dividend and interest income. Backup withholding is not an additional tax, but merely an advance payment that may be refunded to the extent it results in an overpayment of tax. Holders of Allowed Claims may be required to establish exemption from backup withholding or to make arrangements with respect to the payment of backup withholding.

(v) Importance of Obtaining Professional Tax Assistance

The foregoing discussion is intended only as a summary of certain U.S. Federal income tax consequences of the Plan and is not a substitute for careful tax planning with a tax professional. The above discussion is for information purposes only and is not tax advice. The tax consequences are in many cases uncertain and may vary depending on a Holder's individual circumstances. Accordingly, Holders are urged to consult with their tax advisors about federal, state, local and non-U.S. tax consequences to the Plan.

XVII. ADDITIONAL INFORMATION

Any statements in this Disclosure Statement concerning the provisions of any document are not necessarily complete, and in each instance reference is made to such document for the full text thereof. Certain documents described or referred to in this Disclosure Statement have not been attached as exhibits because of the impracticability of furnishing copies of these documents to all recipients of this Disclosure Statement. The Debtors will file all exhibits to the Plan with the Bankruptcy Court and make them available for review on <https://cases.primeclerk.com/generalwireless/> no later than 10 days before the Voting Deadline.


XVIII. RECOMMENDATION AND CONCLUSION

For all of the reasons set forth in this Disclosure Statement, the Debtors believe that the Confirmation and consummation of the Plan is preferable to all other alternatives. Consequently, the Debtors urge all Holders of Claims in Classes 2 and 3, the only Classes entitled to vote on the Plan, to vote to accept the Plan and to evidence their acceptance by duly completing and returning their ballots so that they will be received on or before the Voting Deadline.

[Remainder of page intentionally left blank]

Dated: September 6, 2017
Wilmington, Delaware

GENERAL WIRELESS OPERATIONS INC., on
behalf of itself and each of the other Debtors

By: 
Name: Bradford A. Tobin
Title: Senior Vice President and General Counsel

COUNSEL:

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Attorneys for Debtors and Debtors in Possession

Exhibit A

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

In re:

GENERAL WIRELESS OPERATIONS INC.
DBA RADIOSHACK et al.,¹

Debtors.

)
) Chapter 11
)

) Case No. 17-10506 (BLS)

)
) (Jointly Administered)
)

**FIRST AMENDED JOINT PLAN OF REORGANIZATION OF GENERAL WIRELESS
OPERATIONS INC. DBA RADIOSHACK AND ITS DEBTOR AFFILIATES
PURSUANT TO CHAPTER 11 OF THE BANKRUPTCY CODE**

NOTHING CONTAINED IN THE DEBTORS' PLAN OF REORGANIZATION IS AN OFFER, ACCEPTANCE, OR A LEGALLY BINDING OBLIGATION OF THE DEBTORS OR ANY OTHER PARTY IN INTEREST. THIS PLAN IS SUBJECT TO THE BANKRUPTCY COURT'S APPROVAL AND CERTAIN OTHER CONDITIONS. ACCEPTANCES OR REJECTIONS WITH RESPECT TO THIS PLAN MAY NOT BE SOLICITED UNTIL THE BANKRUPTCY COURT HAS APPROVED SOLICITATION PROCEDURES AND CONDITIONALLY APPROVED AN ACCOMPANYING DISCLOSURE STATEMENT. ANY SOLICITATION OF THIS PLAN WILL OCCUR ONLY IN COMPLIANCE WITH APPLICABLE PROVISIONS OF SECURITIES AND BANKRUPTCY LAWS.

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Attorneys for Debtors and Debtors in Possession
Dated: September 6, 2017

¹ The Debtors in these chapter 11 cases and the last four digits of each Debtor's U.S. tax identification number are as follows: General Wireless Operations Inc. dba RadioShack (8040); General Wireless Holdings Inc. (4262); General Wireless Inc. (9245); General Wireless Customer Service Inc. (5813). The notice address for all of the Debtors is: 300 RadioShack Circle, Fort Worth, TX 76102-1964.

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INTRODUCTION

General Wireless Operations Inc. dba RadioShack (“GWO”) and its Debtor affiliates, as debtors and debtors in possession, propose this plan of reorganization (the “Plan”) for the resolution of the Claims against and Interests in each of the Debtors pursuant to chapter 11 of the Bankruptcy Code (as such terms are defined below). Capitalized terms used in the Plan and not otherwise defined shall have the meanings ascribed to such terms in Article I.A.

Holders of Claims and Interests should refer to the Disclosure Statement (as such terms are defined below) for a discussion of the Debtors’ history, businesses, assets, results of operations, historical financial information and projections of future operations, as well as a summary and description of this Plan.

ALL HOLDERS OF CLAIMS WHO ARE ENTITLED TO VOTE ON THE PLAN ARE ENCOURAGED TO READ CAREFULLY THE DISCLOSURE STATEMENT (INCLUDING ALL EXHIBITS THERETO) AND THE PLAN, EACH IN THEIR ENTIRETY, BEFORE VOTING TO ACCEPT OR REJECT THE PLAN.

ARTICLE I. DEFINED TERMS, RULES OF INTERPRETATION, COMPUTATION OF TIME AND GOVERNING LAW

A. Defined Terms.

As used in this Plan, capitalized terms have the meanings ascribed to them below.

1. “*Accrued Professional Compensation*” means, at any given moment, all accrued but unpaid fees and expenses for services rendered through and including the Effective Date by any retained Professional in the Chapter 11 Cases that the Bankruptcy Court has not denied by Final Order. To the extent that the Bankruptcy Court or any higher court of competent jurisdiction denies or reduces by a Final Order any amount of a Professional’s fees or expenses, then the portion reduced or denied shall no longer constitute Accrued Professional Compensation.

2. “*Administrative Claim*” means any Claim for costs and expenses of administration pursuant to sections 503(b), 507(a)(2), 507(b), and 1114(e)(2) of the Bankruptcy Code, including: (a) the actual and necessary costs and expenses incurred after the Petition Date and through the Effective Date of preserving the Estates and operating the businesses of the Debtors (b) Allowed Accrued Professional Compensation Claims; (c) all fees and charges assessed against the Estates pursuant to sections 1991-1930 of chapter 123 of the Judicial Code; and (d) the DIP Facility Claims.

3. “*Administrative Claims Bar Date*” means the First Administrative Claims Bar Date or the Second Administrative Claims Bar Date, as applicable. For the avoidance of doubt, the bar date for Administrative Claims asserted pursuant to section 503(b)(9) of the Bankruptcy Code was the General Claims Bar Date.

4. “*Administrative Claims Objection Deadline*” means the date that is 45 days after the Administrative Claims Bar Date, unless extended by order of the Bankruptcy Court.

5. “*Affiliate*” has the meaning set forth in section 101(2) of the Bankruptcy Code and shall apply with equal force to non-Debtor entities.

6. “*Agreement Among Lenders*” means the Amended and Restated Agreement Among Lenders, dated as of June 29, 2016, among Term Loan Lenders and the Revolving Lender (each as defined in the Second Lien Credit Agreement), as amended, supplemented, or modified from time to time.

7. “*Allowed*” means with respect to any Claim, except as otherwise provided herein: (i) a Claim that is evidenced by a Proof of Claim filed by the applicable Claims Bar Date (or for which Claim under the Plan, the Bankruptcy Code, or a Final Order of the Court a Proof of Claim is not or shall not be required to be filed); (ii) a Claim that is listed in the Schedules as not contingent, not unliquidated, and not disputed, and for which no Proof of Claim, as applicable, has been timely filed; or (iii) a Claim Allowed pursuant to the Plan or a Final Order of the Bankruptcy Court; provided that, with respect to a Claim described in clauses (i) and (ii) above, such Claim shall be considered Allowed only if and to the extent that, with respect to such Claim, no objection to the allowance thereof has been interposed within the applicable period of time fixed by the Plan, the Bankruptcy Code, the Bankruptcy Rules, or the Court, or such an objection has been so interposed and the Claim shall have been Allowed by a Final Order. Unless otherwise set forth in the Plan, the term “Allowed Claim” shall not, for purposes of computing any distribution under this Plan, include interest, penalties or late charges on such Claim from and after the Petition Date, except as provided in section 506(b) of the Bankruptcy Code or as otherwise expressly set forth in this Plan. Notwithstanding anything to the contrary herein, no Claim of any Entity subject to section 502(d) of the Bankruptcy Code shall be deemed Allowed unless and until such Entity pays in full the amount that it owes such Debtor or Reorganized Debtor, as applicable, or as otherwise set forth in a Final Order of the Bankruptcy Court. Any portion of a Claim that is satisfied, released, withdrawn, or waived during the Chapter 11 Cases is not an Allowed Claim.

8. “*Allowed Secured Lender Claims*” shall mean the Allowed First Out Second Lien Secured Claims and the Allowed Last Out Second Lien Secured Claims.

9. “*Assumed Executory Contract and Unexpired Lease List*” means the list (as may be amended), as determined by the Debtors or the Reorganized Debtor and in form and substance reasonably acceptable to the Supporting Lenders, of Executory Contracts and Unexpired Leases (including any amendments or modifications thereto) that will be assumed by the Reorganized Debtor pursuant to the provisions of Article V.A and which shall be included in the Plan Supplement.

10. “*Avoidance Actions*” means any and all rights to recover or avoid transfers under Bankruptcy Code sections 502(d), 544, 547, 548, 550, or under similar or related state or federal statutes and common law, including, without limitation, all preference, fraudulent conveyance, fraudulent transfer, and/or other similar avoidance claims, rights, and causes of action, whether or not litigation has been commenced as of the Effective Date to prosecute such Avoidance

Actions; subject, however, to any releases thereof provided in the Plan, the Plan Supplement, the Confirmation Order, or any other Final Order of the Bankruptcy Court.

11. “*Ballot*” means the form or forms distributed to certain Holders of Claims entitled to vote on the Plan by which such parties may indicate acceptance or rejection of the Plan.

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

13. “*Bankruptcy Court*” means the United States Bankruptcy Court for the District of Delaware having jurisdiction over the Chapter 11 Cases or any other court having jurisdiction over the Chapter 11 Cases, including, to the extent of the withdrawal of the reference under 28 U.S.C. § 157, the United States District Court for the District of Delaware.

14. “*Bankruptcy Rules*” means the Federal Rules of Bankruptcy Procedure promulgated under section 2075 of the Judicial Code and the general, local, and chambers rules of the Bankruptcy Court.

15. “*Bar Date Order*” means the order of the Bankruptcy Court dated May 23, 2017, docketed at Docket No. 651 in the Bankruptcy Cases, establishing deadlines for the filing of certain Claims in the Chapter 11 Cases.

16. “*Budget*” shall have the meaning ascribed to such term in the Final Cash Collateral Order and the DIP Order, as applicable.

17. “*Business Day*” means any day, other than a Saturday, Sunday, or “legal holiday” (as defined in Bankruptcy Rule 9006(a)(6)).

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

19. “*Causes of Action*” means any action, claim, cause of action, controversy, demand, right, right of setoff, cross claim, counterclaim, recoupment, claim for breach of duty imposed by law or in equity, action, Lien, indemnity, guaranty, suit, obligation, liability, damage, judgment, account, defense, offset, power, privilege, license, and franchise of any kind or character whatsoever, known, unknown, contingent or non-contingent, matured, or unmatured, suspected or unsuspected, liquidated or unliquidated, disputed or undisputed, secured or unsecured, assertable directly or derivatively, whether arising before, on, or after the Petition Date, in contract or in tort, in law or in equity, or pursuant to any other theory of law. Causes of Action also include: (a) all rights of setoff, counterclaim, or recoupment and claims under contracts or for breaches of duties imposed by law; (b) the right to object to or otherwise contest Claims or Interests; (c) claims pursuant to sections 362, 510, 542, 543, 544 through 550, or 553 of the Bankruptcy Code, and (d) such claims and defenses as fraud, mistake, duress, and usury, and any other defenses set forth in section 558 of the Bankruptcy Code.

20. “*Chapter 11 Cases*” means (a) when used with reference to a particular Debtor, the case pending for that Debtor under chapter 11 of the Bankruptcy Code and (b) when used with reference to all Debtors, the procedurally consolidated chapter 11 cases pending for the Debtors in the Bankruptcy Court.

21. “*Claim*” means any claim, as such term is defined in section 101(5) of the Bankruptcy Code, against a Debtor.

22. “*Claims Agent*” means Prime Clerk, retained as the Debtors’ claims agent in the Chapter 11 Cases pursuant to order of the Bankruptcy Court.

23. “*Claims Bar Date*” means, as applicable, the First Administrative Claims Bar Date, the Second Administrative Claims Bar Date, the Governmental Claims Bar Date, or the General Claims Bar Date.

24. “*Claims Objection Deadline*” means, for all Claims (other than Fee Claims and Sprint Claims) the later of (a) 270 days after the Effective Date and (b) such other period of limitation as may be specifically fixed by the Plan, the Confirmation Order or a Final Order for objecting to such Claims, provided, however, that the Claims Objection Deadline may be extended from time to time by order of the Bankruptcy Court upon motion of the Reorganized Debtors or the Litigation Trustee. The Claims Objection Deadline for Sprint Claims shall be the date that is 60 days after the entry of a Final Order in the Sprint Litigation.

25. “*Claims Register*” means the official register of Claims maintained by the Claims Agent.

26. “*Class*” means a class of Claims or Interests as set forth in Article III pursuant to section 1122(a) of the Bankruptcy Code.

27. “*Committee*” means the official committee of unsecured creditors appointed in the Chapter 11 Cases pursuant to section 1102 of the Bankruptcy Code.

28. “*Committee Fees and Expenses*” means the aggregate Allowed amount of the Committee’s professionals’ fees and expenses incurred from the Petition Date through the Effective Date, plus the aggregate Allowed amount of the Committee’s professionals’ fees and expenses incurred after the Effective Date solely with respect to their final fee applications.

29. “*Committee Fees and Expenses Cap*” means with respect to the Committee Fees and Expenses payable from the Litigation Trust Reserve, Committee Fees and Expenses incurred prior to July 31, 2017 not to exceed \$25,000 and Committee Fees and Expenses whenever incurred not to exceed \$300,000.

30. “*Committee Professional Fee Trust*” means the Kelley Drye & Warren LLP IOAL Account as referenced in the Interim Compensation Procedures Order.

31. “*Confirmation*” means the entry of the Confirmation Order on the docket of the Chapter 11 Cases.

32. “*Confirmation Date*” means the date upon which the Bankruptcy Court enters the Confirmation Order on the docket of the Chapter 11 Cases, within the meaning of Bankruptcy Rules 5003 and 9021.

33. “*Confirmation Hearing*” means the hearing held by the Bankruptcy Court to consider Confirmation of the Plan pursuant to section 1129 of the Bankruptcy Code, as such hearing may be continued from time to time.

34. “*Confirmation Order*” means the order of the Bankruptcy Court confirming the Plan pursuant to section 1129 of the Bankruptcy Code, which order shall be in form and substance reasonably acceptable to the Supporting Parties.

35. “*Consummation*” means the occurrence of the Effective Date.

36. “*Creditor Recoveries*” means the General Unsecured Recovery Pool, together with the Retained Creditor Action Proceeds, net of all Creditor Recoveries Expenses.

37. “*Creditor Recoveries Expenses*” means any and all reasonable fees, costs and expenses incurred by the Litigation Trust or the Litigation Trustee (or any Disbursing Agent or any professional or other Entity retained by the Litigation Trustee) on or after the Effective Date in connection with any of their duties under the Plan and the Litigation Trust Agreement, including but not limited to any administrative fees, the fees and expenses of the Litigation Trustee, attorneys' fees and expenses, other professional fees, insurance fees, taxes and escrow expenses, other than Litigation Expenses. Creditor Recoveries Expenses shall also include any Committee Fees and Expenses in excess of the amounts authorized pursuant to Article II.A. of the Plan.

38. “*Cure Amount*” means the payment of Cash or distribution of other property necessary to cure defaults under an executory contract or unexpired lease to permit the Reorganized Debtor to assume such contract or unexpired lease pursuant to section 365(a) of the Bankruptcy Code.

39. “*Cure Claim*” means a Claim based upon a Debtor's default under an Executory Contract or Unexpired Lease at the time such contract or lease is assumed, or assumed and assigned, by such Debtor pursuant to section 365 of the Bankruptcy Code, other than a default which is not required to be cured pursuant to section 365(b)(2) of the Bankruptcy Code.

40. “*Cure Notice*” means a notice of a proposed amount to be paid on account of a Cure Claim in connection with an Executory Contract or Unexpired Lease to be assumed, or assumed and assigned, under the Plan pursuant to section 365 of the Bankruptcy Code, which notice shall include (a) procedures for objecting to the proposed assumption, or assumption and assignment, of Executory Contracts and Unexpired Leases, (b) Cure Claims to be paid in connection therewith, and (c) procedures for the resolution by the Bankruptcy Court of any related disputes.

41. “*Debtor*” means one of the Debtors, in its individual capacity as a debtor and debtor in possession in the Chapter 11 Cases.

42. “*Debtors*” means, collectively, the entities listed in footnote 1 hereof.

43. “*Debtors' Professional Fee Trust*” means the Pepper Hamilton LLP Client Trust Account as referenced in the Interim Compensation Procedures Order.

44. “*DIP Facility*” means the debtor-in-possession credit facility provided under the DIP Facility Credit Agreement.

45. “*DIP Facility Agent*” means Cortland Capital Market Services LLC, as agent for the DIP Facility Lenders under the DIP Facility Credit Agreement.

46. “*DIP Facility Credit Agreement*” means that certain Debtor-in-Possession Credit Agreement among the Debtors, the DIP Facility Agent and the DIP Facility Lenders as approved by the DIP Order.

47. “*DIP Facility Claims*” means any Claim derived from, based upon, relating to, or arising under the DIP Facility Credit Agreement or the DIP Order, including any Claim on account of funded or unfunded amounts under the DIP Facility Credit Agreement.

48. “*DIP Facility Lenders*” means the lenders under the DIP Facility Credit Agreement.

49. “*DIP Order*” means the order entered by the Bankruptcy Court authorizing the Debtors to enter into the DIP Facility Credit Agreement and access the DIP Facility.

50. “*Disbursing Agent*” means (i) in the case of any distributions to holders of Allowed Class 2, Class 3, Class 5A, 5B or 5C Claims, the Litigation Trust, Litigation Trustee or an Entity engaged by the Litigation Trust, and (ii) in the case of all other distributions under the Plan, the Reorganized Debtor or the Entity or Entities selected by the Reorganized Debtor to make or facilitate distributions contemplated under the Plan.

51. “*Disclosure Statement*” means the Disclosure Statement for the Joint Plan of Reorganization of General Wireless Operations Inc. dba RadioShack and its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code, as amended, supplemented, or modified from time to time, including all exhibits and schedules thereto and references therein that relate to the Plan, and that is prepared and distributed in accordance with the Bankruptcy Code, the Bankruptcy Rules and any other applicable law.

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

53. “*Distribution*” means any initial or subsequent issuance, payment, or transfer of consideration made under the Plan.

54. “*Distribution Record Date*” means the Effective Date.

55. “*Effective Date*” means the date selected by the Supporting Parties or as ordered by the Bankruptcy Court on motion of any such party, after all conditions precedent to the occurrence of the Effective Date have been satisfied or waived pursuant to Article IX.A and Article IX.B hereof.

56. “*Entity*” means an entity as such term is defined in section 101(15) of the Bankruptcy Code.

57. “*Estate*” means, as to each Debtor, the estate created for the Debtor in its Chapter 11 Case pursuant to section 541 of the Bankruptcy Code.

58. “*Exculpated Party*” means each of: (a) the Debtors and the Estates; (b) the Reorganized Debtor; (c) the Committee, (d) in any capacity, each of (i) the Second Lien Agent, (ii) the Second Lien Lenders, (iii) the DIP Facility Agent, (iv) the DIP Facility Lenders, (v) KKR, Standard General, and their respective affiliates; and (e) in their respective capacities as such, the Related Parties of each of the Entities in clauses (a) through (d).

59. “*Executory Contract*” means a contract to which one or more of the Debtors is a party and that is subject to assumption or rejection under section 365 of the Bankruptcy Code.

60. “*Exit Facility*” means a new credit facility in an amount not to exceed \$2 million to be entered into on or after the Effective Date, having the terms and conditions set forth in the Exit Facility Credit Agreement.

61. “*Exit Facility Credit Agreement*” means a new credit agreement governing the Exit Facility to be executed on the Effective Date by the Reorganized Debtor, the agent party thereto and the lenders party thereto, in substantially the form filed with the Plan Supplement.

62. “*Federal Judgment Rate*” means the federal judgment rate in effect as of the Petition Date.

63. “*Fee Claim*” means a Claim for Accrued Professional Compensation.

64. “*Fee Trusts*” means, collectively, the Debtors’ Professional Fee Trust and the Committee Professional Fee Trust.

65. “*File*,” “*Filed*” or “*Filing*” means file, filed, or filing with the Bankruptcy Court or its authorized designee in the Chapter 11 Cases.

66. “*Final Cash Collateral Order*” means the *Final Order (I) Authorizing Use Of Cash Collateral And Affording Adequate Protection; And (II) Modifying Automatic Stay* entered in the Chapter 11 Cases on April 11, 2017 at Docket Number 437.

67. “*Final Order*” means, as applicable, an order or judgment of the Bankruptcy Court or other court of competent jurisdiction with respect to the relevant subject matter, which has not been reversed, stayed, modified, or amended, and as to which the time to appeal or seek certiorari has expired and no appeal or petition for certiorari has been timely taken, or as to which any appeal that has been taken or any petition for certiorari that has been or may be filed has been resolved by the highest court to which the order or judgment could be appealed or from which certiorari could be sought or the new trial, reargument, or rehearing shall have been denied, resulted in no modification of such order, or has otherwise been dismissed with prejudice; provided, however, that the possibility a motion under Rule 60 of the Federal Rules of Civil Procedure, or any analogous rule under the Bankruptcy Rules or the Local Bankruptcy Rules of the Bankruptcy Court, may be filed relating to such order shall not prevent such order from being a Final Order.

68. “*First Administrative Claims Bar Date*” means September 5, 2017 at 5:00 p.m. (ET), which was established by the Court as the deadline by which requests for payment of Administrative Claims (excluding section 503(b)(9) claims, which are governed by the General Claims Bar Date) arising during the period from the Petition Date through July 31, 2017 had to be Filed (subject to certain exceptions specified in the applicable order).

69. “*First Out Second Lien Lenders*” means the Holders of the First Out Second Lien Secured Claims.

70. “*First Out Second Lien Secured Claims*” means the “first out” term loans outstanding under the Junior Loan Agreement and the other First Out Loan Obligations (as defined in the Agreement Among Lenders), except any DIP Facility Claims, and all Claims granted under the Final Cash Collateral Order related thereto, against each of the Debtors, whether arising pre-Petition Date or post-Petition Date.

71. “*General Claims Bar Date*” means July 18, 2017 at 5:00 p.m. (ET).

72. “*General Unsecured Claim*” means any Claim that is not (a) an Administrative Claim, (b) a Priority Tax Claim, (c) a Priority Non-Tax Claim, (d) a Subordinated Claim, (e) a Fee Claim, (f) an Intercompany Claim, (g) a First Out Second Lien Secured Claim, (h) a Last Out Second Lien Secured Claim, or (i) an Other Secured Claim.

73. “*General Unsecured Recovery Pool*” means any Litigation Proceeds allocated and distributed to the Litigation Trust on behalf of Holders of General Unsecured Claims pursuant to the Litigation Proceeds Waterfall Provision.

74. “*Governmental Claims Bar Date*” means September 5, 2017 at 5:00 p.m. (ET).

75. “*Governmental Unit*” means a governmental unit as defined in section 101(27) of the Bankruptcy Code.

76. “*GWH General Unsecured Claim*” means any General Unsecured Claim against Debtor General Wireless Holdings, Inc.

77. “*GWI General Unsecured Claim*” means any General Unsecured Claim against Debtor General Wireless Inc.

78. “*GWO/GWCS General Unsecured Claim*” means any General Unsecured Claim against Debtor GWO or Debtor General Wireless Customer Service Inc.

79. “*Holder*” means an Entity holding a Claim or an Interest, as applicable.

80. “*Impaired*” means, with respect to a Class of Claims or Interests, a Class of Claims or Interests that is impaired within the meaning of section 1124 of the Bankruptcy Code.

81. “*Initial Sprint Payment*” shall have the meaning given that term in the Amended Stipulation Regarding Senior Challenge, dated July 19, 2017 and filed with the Bankruptcy Court at Docket Number 820.

82. “*Intercompany Claim*” means any Claim held by a Debtor against another Debtor.
83. “*Interests*” means any equity security in a Debtor as defined in section 101(16) of the Bankruptcy Code, including all issued, unissued, authorized, or outstanding shares of capital stock of the Debtors together with any warrants, options, or contractual rights to purchase or acquire such equity securities at any time and all rights arising with respect thereto.
84. “*Interim Compensation Procedures Order*” means the order of the Bankruptcy Court entered on April 10, 2017 (Docket No. 425).
85. “*Internal Revenue Code*” means the Internal Revenue Code of 1986, as amended from time to time.
86. “*Insurance Contracts*” means all insurance policies issued at any time to the Debtors, their affiliates or predecessors of any of the foregoing, and all agreements related thereto, but shall not include any workers’ compensation insurance policies or related agreements that are not listed in the Plan Supplement or any contracts with United HealthCare Services, Inc. or UnitedHealthcare Insurance Company that are not listed in the Plan Supplement.
87. “*Judicial Code*” means title 28 of the United States Code, 28 U.S.C. §§ 1-4001.
88. “*KKR*” means Kohlberg Kravis Roberts & Co.
89. “*Last Out Second Lien Lenders*” means the Holders of the Last Out Second Lien Secured Claims
90. “*Last Out Second Lien Secured Claims*” means the “last out” revolving loans outstanding under the Junior Loan Agreement and the other Last Out Loan Obligations (as defined in the Agreement Among Lenders), except any DIP Facility Claims, and all Claims granted under the Final Cash Collateral Order related thereto, against each of the Debtors, whether arising pre-Petition Date or post-Petition Date.
91. “*Lender Distributions*” means the Litigation Proceeds allocated and distributed to the Litigation Trust on behalf of Holders of Allowed Secured Lender Claims pursuant to the Litigation Proceeds Waterfall Provision.
92. “*Lien*” means a lien as defined in section 101(37) of the Bankruptcy Code.
93. “*Litigation Expenses*” means any and all reasonable fees, costs and expenses incurred by the Litigation Trust or the Litigation Trustee, including any fees and expenses of Bartlit Beck Herman Palenchar & Scott LLP and Klehr Harrison Harvey Branzburg LLP, solely in connection with the Specified Causes of Action, including amounts funded for such purpose by the Debtors or the Supporting Lenders at any time, or the Reorganized Debtor following the Effective Date, in each case, including through the DIP Facility or Exit Facility, together with any interest paid or payable with respect thereto.

94. “*Litigation Funding Amount*” means an amount in cash, to be agreed upon by the Supporting Parties on or before the Effective Date, or by the Supporting Lenders, the Litigation Trustee and the Litigation Trust Oversight Board after the Effective Date, to be provided by the Supporting Lenders to prosecute the Specified Causes of Action to the extent they are not resolved as of the Effective Date.

95. “*Litigation Proceeds*” means any and all funds, including but not limited to cash, securities and other consideration, including any contingent or escrowed consideration, directly or indirectly recovered by the Debtors or on behalf of the Debtors’ estates or by the Litigation Trust, in all cases, on account of or in connection with the Specified Causes of Action, to the extent such proceeds are recovered after July 31, 2017, net of Litigation Expenses, but shall not include (i) the Initial Sprint Payment, (ii) ordinary course payments or reimbursement made by Sprint Solutions, Inc. or its affiliates to the Debtors related to post-Petition Date business operations, or (iii) funds held in or disbursed from escrow pursuant to that certain Escrow Agreement dated March 8, 2017 among GWO, Sprint Solutions, Inc., and Wilmington Trust, National Association, as escrow agent.

96. “*Litigation Proceeds Waterfall Provision*” means Article IV.C of the Plan.

97. “*Litigation Trust*” means the trust established for the Litigation Trust Beneficiaries on the Effective Date in accordance with the terms of this Plan and the Litigation Trust Agreement.

98. “*Litigation Trust Agreement*” means the trust agreement, to be dated as of or prior to the Effective Date, between the Debtors and the Litigation Trustee, governing the Litigation Trust, which shall be substantially in the form attached to the Plan Supplement and reasonably acceptable to the Supporting Lenders and the Committee.

99. “*Litigation Trust Assets*” means (a) to the extent not resolved as of the Effective Date, the Specified Causes of Action, (b) to the extent the Specified Causes of Action are not resolved as of the Effective Date, the Litigation Funding Amount, (c) the Retained Creditor Actions, and (d) the Litigation Trust Funds.

100. “*Litigation Trust Beneficiaries*” means with respect to those entitled to receive distributions under the Plan, the Holders of Allowed General Unsecured Claims, the Holders of Allowed First Out Second Lien Secured Claims and the Holders of Allowed Last Out Second Lien Secured Claims, and, upon payment in full of all of the foregoing Allowed Claims, Holders of Allowed Subordinated Claims and Allowed Interests.

101. “*Litigation Trust Funds*” means the net amount of the Litigation Trust Reserve transferred to the Litigation Trust after satisfaction of the Committee Fees and Expenses, up to the Committee Fees and Expenses Cap.

102. “*Litigation Trust Indemnified Parties*” means the Litigation Trustee and its consultants, agents, attorneys, accountants, financial advisors, beneficiaries, estates, employees, officers, directors, principals, professionals, and other representatives, each in their respective capacity as such.

103. *Litigation Trust Interests—Class A-1*” means the interest in the Litigation Trust that will allow the Holder thereof to share in distributions of the Litigation Proceeds, if any, in accordance with the Litigation Proceeds Waterfall Provision.

104. *“Litigation Trust Interests—Class A-2”* means the interest in the Litigation Trust that will allow the Holder thereof to share in distributions of the Litigation Proceeds, if any, in accordance with the Litigation Proceeds Waterfall Provision.

105. *“Litigation Trust Interests—Class B-1”* means the interest in the Litigation Trust that will allow the Holder thereof to share in the Creditor Recoveries, if any, after Holders of Litigation Trust Interests—Class B-2 and Holders of Litigation Trust Interests—Class B-3 are paid in full.

106. *“Litigation Trust Interests—Class B-2”* means the interest in the Litigation Trust that will allow the Holder thereof to share in the Creditor Recoveries, if any, after Holders of Litigation Trust Interests—Class B-3 are paid in full.

107. *“Litigation Trust Interests—Class B-3”* means the interest in the Litigation Trust that will allow the Holder thereof to share in the Creditor Recoveries, if any.

108. *“Litigation Trust Oversight Board”* means the three (3) member board authorized and empowered to oversee, direct and approve the actions of the Litigation Trustee, solely with respect to the Specified Causes of Action, including with respect to the retention and compensation of counsel with respect thereto, in accordance with the terms of the Litigation Trust Agreement. The initial members of the Litigation Trust Oversight Board shall be a representative appointed by each of KKR, Standard General, and the Committee.

109. *“Litigation Trust Reserve”* means \$500,000 in Cash.

110. *“Litigation Trustee”* means the natural person appointed by the Committee and reasonably acceptable to the Supporting Lenders, to act as trustee of the Litigation Trust in accordance with the terms of the Plan, the Confirmation Order and the Litigation Trust Agreement, or any successor appointed in accordance with the Litigation Trust Agreement.

111. *“Non-Compensatory Penalty Claims”* means any Claim, secured or unsecured, for any fine, penalty, forfeiture, or for multiple, exemplary, or punitive damages, to the extent such fine, penalty, forfeiture, or damages are not compensation for actual pecuniary loss suffered by the Holder of such Claim.

112. *“New By-Laws”* means the by-laws of the Reorganized Debtor, substantially in the form contained in the Plan Supplement.

113. *“New Certificate of Incorporation”* means the certificate of incorporation of the Reorganized Debtor, substantially in the form contained in the Plan Supplement.

114. *“New Corporate Governance Documents”* means, as applicable, (a) the New Certificate of Incorporation, or (b) the New By-Laws.

115. “*New GWO Interests*” means common shares of Reorganized Debtor authorized pursuant to the Plan, and initially issued and outstanding as of the Effective Date.

116. “*New Principal Amount*” has the meaning ascribed to such term in Article III.C.2 of the Plan.

117. “*New Second Lien Secured Notes*” means the promissory notes to be executed in connection with the New Second Lien Credit Agreement on the Effective Date by the Reorganized Debtor in favor of the First Out Second Lien Lenders reflecting the treatment afforded Allowed Class 2 Claims, in substantially the form filed with the Plan Supplement.

118. “*New Second Lien Credit Agreement*” means a new credit agreement to be executed on the Effective Date by the Reorganized Debtor, the Second Lien Agent and the First Out Second Lien Lenders reflecting the treatment afforded Allowed Class 2 Claims, in substantially the form filed with the Plan Supplement.

119. “*Notice and Solicitation Agent*” means Prime Clerk, retained as the Debtors’ notice and solicitation agent.

120. “*Other Secured Claim*” means any Secured Claim secured by a Permitted Lien that is not a First Out Second Lien Secured Claim or a Last Out Second Lien Secured Claim.

121. “*Permitted Liens*” means all Junior Permitted Liens as defined in the Final Cash Collateral Order.

122. “*Person*” means a person as such term as defined in section 101(41) of the Bankruptcy Code.

123. “*Petition Date*” means the date on which each of the Debtors commenced the Chapter 11 Cases.

124. “*Plan*” means this Joint Plan of Reorganization of General Wireless Operations Inc. dba RadioShack and its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code, including the Plan Supplement (as modified, amended, or supplemented from time to time), which is incorporated herein by reference.

125. “*Plan Supplement*” means the compilation of documents and forms of documents, schedules, and exhibits to the Plan, each in form and substance reasonably acceptable to the Debtors, the Supporting Lenders, the Second Lien Agent and the Committee, to be Filed by the Debtors no later than fourteen days before the Confirmation Hearing, and as may be amended, supplemented, or modified from time to time in accordance with the terms hereof, the Bankruptcy Code, and the Bankruptcy Rules, including the following: (a) the New Corporate Governance Documents; (b) the Rejected Executory Contract and Unexpired Lease List; (c) the Assumed Executory Contract and Unexpired Lease List; (d) the New Second Lien Credit Agreement; (e) the New Second Lien Secured Notes; (f) an allocation of the Lender Distributions among the Entities entitled to such distributions; (g) the Exit Facility Credit Agreement; (h) the Litigation Trust Agreement; (i) a list of the members of the board of directors of the Reorganized Debtor; (j) a list of the officers of the Reorganized Debtor; (k) a list of

Retained Causes of Action; and (l) a list of Retained Creditor Actions. Any reference to the Plan Supplement in this Plan shall include each of the documents identified above as (a) through (m). The Debtors shall have the right to amend the documents contained in, and exhibits to, the Plan Supplement in accordance with Article X.A hereof, and the Reorganized Debtor shall have the right to amend the documents contained in, and exhibits to, the Plan Supplement in accordance with applicable law; provided, that such amendments are reasonably acceptable to the Supporting Lenders and the Second Lien Agent.

126. “*Plan Support Agreement*” means the Plan Support Agreement, dated as of August 17, 2017, by and among the Debtors, the Committee, certain of the Second Lien Lenders and the Second Lien Agent.

127. “*Priority Claims*” means Priority Tax Claims and Priority Non-Tax Claims.

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

129. “*Priority Tax Claim*” means an Unsecured Claim of the kind entitled to priority in payment under sections 502(i) and 507(a)(8) of the Bankruptcy Code.

130. “*Professional*” means an Entity: (a) employed pursuant to a Bankruptcy Court order in accordance with sections 327, 363, or 1103 of the Bankruptcy Code and to be compensated for services rendered before or on the Confirmation Date, pursuant to sections 327, 328, 329, 330, 331, and 363 of the Bankruptcy Code or (b) awarded compensation and reimbursement by the Bankruptcy Court pursuant to section 503(b)(4) of the Bankruptcy Code.

131. “*Proof of Claim*” means a written proof of Claim Filed against any of the Debtors in the Chapter 11 Cases.

132. “*Pro Rata*” means the proportion that an Allowed Claim or an Allowed Interest in a particular Class bears to the aggregate amount of all Allowed Claims or Allowed Interests in that Class.

133. “*Reinstated*” means, with respect to Claims and Interests, the treatment provided for in section 1124 of the Bankruptcy Code.

134. “*Rejected Executory Contract and Unexpired Lease List*” means the list (as may be amended), as determined by the Debtors or the Reorganized Debtor and in form and substance reasonably acceptable to the Supporting Lenders, of Executory Contracts and Unexpired Leases (including any amendments or modifications thereto) that will be rejected by the Debtors pursuant to the provisions of Article V. A hereof and which shall be included in the Plan Supplement.

135. “*Related Parties*” means collectively, (i) with respect to the Debtors, each of their respective advisors, directors (but only those directors either serving on or after the Petition Date or who are affiliates or designees of KKR or Standard General), employees, officers (but only those officers serving on or after the Petition Date), advisory board members, shareholders

and professional persons, in each case solely in their capacity as such; (ii) with respect to the Committee, its advisors, members and professional persons, in each case solely in their capacity as such; and (iii) with respect to the Second Lien Agent, the Second Lien Lenders, the DIP Facility Agent and the DIP Facility Lenders, their respective Affiliates, advisors, members, managers, directors, partners, principals, shareholders, advisory board members, employees, agents, officers, representatives and professional persons, in each case solely in their capacity as such.

136. “*Released Claims*” means (i) any and all claims and Causes of Action of any nature whatsoever relating to any Debtor arising at any time prior to the Effective Date, including without limitation (a) all claims and Causes of Action based on, arising out of, or related to the issuance of any equity interest or debt instrument of any Debtor, (b) all claims and Causes of Action based on, arising out of, or related to the Debtors’ governance, management decisions, financial condition or financial reporting; (c) all Causes of Action under chapter 5 of the Bankruptcy Code; and (ii) any and all claims and Causes of Action arising from actions taken or not taken in connection with the Restructuring and the Chapter 11 Cases; provided, however, that Released Claims shall not include (i) any Retained Causes of Action against any Released Party (other than the Second Lien Agent, the Second Lien Lenders, the DIP Facility Agent, the DIP Facility Lenders or the Related Parties of such Entities) to the extent such claim may be asserted as an affirmative defense or to establish any right of setoff or recoupment, or (ii) the Specified Causes of Action, the Retained Creditor Actions, and the Retained Causes of Action.

137. “*Released Party*” means each of: (a) the Debtors and the Estates; (b) the Committee and its members; (c) in any capacity, each of (i) the Second Lien Agent; (ii) the Second Lien Lenders; (iii) KKR, Standard General and their respective affiliates; (iv) the DIP Facility Agent; and (v) the DIP Facility Lenders; (d) in their respective capacities as such, the directors and officers of the Debtors that held such positions (i) prior to the Petition Date that were designees of, or appointed by, KKR or Standard General, or (ii) on or after the Petition Date, and (e) in their respective capacities as such, the Related Parties of each of the Entities in clauses (a), (b) and (c).

138. “*Remaining Avoidance Claims*” means all of the Debtors’ Avoidance Actions that are not Specified Causes of Action or Retained Creditor Actions.

139. “*Reorganized Debtor*” means GWO, as reorganized pursuant to this Plan.

140. “*Restructuring Transactions*” means the restructuring of the Debtors’ assets and liabilities on the terms and conditions set forth in this Plan.

141. “*Retained Causes of Action*” means all Claims and Causes of Action of the Debtors of the Estates against third-parties that are not expressly waived or released under the Plan or any Order of the Bankruptcy Court, including without limitation those Claims and Causes of Action identified as Retained Causes of Action in the Plan Supplement. For the avoidance of doubt, Retained Causes of Action shall not include Remaining Avoidance Claims.

142. “*Retained Creditor Actions*” means (a) subject to the releases and exculpation set forth in the Plan, any and all claims and causes of action that may be asserted by or on behalf of

the Debtors' estates against any of the Debtors' former officers and directors who both (i) no longer held such positions as of March 8, 2017 and (ii) were not directors designated by any of the Second Lien Lenders or their affiliates; and (b) any and all claims and causes of action that have been, or may be in the future be, asserted by or on behalf of the Debtors' estates against Branding Brand, Inc. and any of its affiliates, arising out of or related in any way to that certain Master Subscription Agreement, dated as of August 20, 2015, and any related agreements or amendments thereto.

143. "*Retained Creditor Action Proceeds*" means any means any and all funds, including but not limited to cash, securities and other consideration, including any contingent or escrowed consideration, directly or indirectly recovered, in each case, by the Debtors or on behalf of the Debtors' estates or by the Litigation Trust on account of or in connection with the Retained Creditor Actions.

144. "*SEC*" means the United States Securities and Exchange Commission.

145. "*Second Administrative Claims Bar Date*" means the date that is 45 days after the Effective Date, or such earlier date set by order of the Bankruptcy Court, by which requests for payment of Administrative Claims that first arose after July 31, 2017, or in the case of unexpired leases of real or personal property, accrued after July 31, 2017, must be Filed.

146. "*Second Lien Agent*" means Cortland Capital Market Services LLC, as agent for the Second Lien Lenders under the Second Lien Credit Agreement.

147. "*Second Lien Credit Agreement*" means the Second Amended and Restated Second Lien Credit Agreement, dated as of June 29, 2016, among General Wireless Holdings Inc., GWO, the lenders from time to time party thereto, and the Second Lien Agent, as amended, supplemented, or modified from time to time.

148. "*Second Lien Deficiency Claims*" means any portion of the First Out Second Lien Claims and the Last Out Second Lien Claims that is not Secured.

149. "*Second Lien Lenders*" means, collectively, the First Out Second Lien Lenders and the Last Out Second Lien Lenders.

150. "*Secured*" means when referring to a Claim: (a) secured by a Lien on property in which the Estate has an interest, which Lien is valid, perfected, and enforceable pursuant to applicable law or by reason of a Bankruptcy Court order, or that is subject to setoff pursuant to section 553 of the Bankruptcy Code, to the extent of the value of the creditor'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 (b) Allowed as such pursuant to the Plan or any Final Order as a secured Claim.

151. "*Securities Act*" means the Securities Act of 1933, 15 U.S.C. 77a-77aa, as amended from time to time, together with the rules and regulations promulgated thereunder.

152. "*Security*" means a security as defined in section 2(a)(1) of the Securities Act.

153. “*SG Contribution*” means a portion of the Allowed Last Out Second Lien Claims in the amount of \$5,000,000 to be satisfied in exchange for 100% of the New GWO Interests as set forth in Article III.C.3 of this Plan.

154. “*Specified Causes of Action*” means any and all Claims and Causes of Action that have been or may in the future be asserted by or on behalf of any of the Debtors or the Debtors’ estates against Sprint Solutions, Inc. or Carphone Warehouse (or their respective affiliates), whether pursuant to the Sprint Litigation, or otherwise. Specified Causes of Action shall not include claims for (i) ordinary course payments or reimbursement made or payable by Sprint Solutions, Inc or its affiliates to the Debtors related to post-Petition Date business operations, or (ii) the right to funds held in or disbursed from escrow pursuant to that certain Escrow Agreement dated March 8, 2017 among GWO, Sprint Solutions, Inc., and Wilmington Trust, National Association as escrow agent, all of which are Retained Causes of Action.

155. “*Sprint Claims*” means the Claims of Sprint Corporation, Sprint Communications, Inc., Sprint Solutions, Inc., Sprint Spectrum L.P., SprintCom, Inc., Sprint PCS Assets, L.L.C., APC Realty and Equipment Company, LLC, and Sprint eWireless, Inc., together with their affiliates, parents, subsidiaries, against any of the Debtors or the Estates.

156. “*Sprint Litigation*” means the claims and causes of action now or hereafter asserted by the Plaintiffs against Sprint Solutions, Inc. in that certain Complaint filed by the Committee and the Second Lien Agent against Sprint Solutions, Inc. in the Superior Court for the State of Delaware on June 28, 2017, Case No. N17C-06-356 PRW CCLD, as the same may be amended from time to time and in whatever forum such litigation may proceed.

157. “*Standard General*” means Standard General L.P.

158. “*Subordinated Claims*” means (i) any Non-Compensatory Penalty Claim, and (ii) any Claim that is subordinated to General Unsecured Claims pursuant to section 510 of the Bankruptcy Code, by a Final Order of the Bankruptcy Court or pursuant to any other applicable law.

159. “*Supporting Lenders*” means the Second Lien Lenders party to the Plan Support Agreement.

160. “*Supporting Parties*” means the Debtors, the Committee, the Second Lien Agent, and the Supporting Lenders.

161. “*Tax*” means: (a) any net income, alternative or add-on minimum, gross income, gross receipts, sales, use, ad valorem, value added, transfer, franchise, profits, license, property, environmental or other tax, assessment or charge of any kind whatsoever (together in each instance with any interest, penalty, addition to tax or additional amount) imposed by any federal, state, local or foreign taxing authority; or (b) any liability for payment of any amounts of the foregoing types as a result of being a member of an affiliated, consolidated, combined or unitary group, or being a party to any agreement or arrangement whereby liability for payment of any such amounts is determined by reference to the liability of any other Entity.

162. “*Treasury Regulations*” means regulations (including temporary and proposed) promulgated under the Internal Revenue Code.

163. “*Unexpired Lease*” means a lease to which one or more of the Debtors is a party that is subject to assumption or rejection under section 365 of the Bankruptcy Code.

164. “*Unimpaired*” means, with respect to a Class of Claims or Interests, a Claim or an Interest that is unimpaired within the meaning of section 1124 of the Bankruptcy Code.

165. “*U.S. Trustee*” means the United States Trustee for the District of Delaware.

B. Rules of Interpretation.

For purposes of this Plan, unless otherwise expressly provided herein: (1) in the appropriate context, each term, whether stated in the singular or the plural, shall include both the singular and the plural, and pronouns stated in the masculine, feminine, or neuter gender shall include the masculine, feminine, and the neuter gender; (2) any reference herein to a contract, lease, instrument, release, indenture, or other agreement or document being in a particular form or on particular terms and conditions means that the referenced document shall be substantially in that form or substantially on those terms and conditions; (3) any reference herein to an existing document, schedule or exhibit, whether or not Filed, having been Filed or to be Filed shall mean that document, schedule, or exhibit, as it may thereafter be amended, modified, or supplemented; (4) any reference to an Entity as a Holder of a Claim or Interest includes that Entity’s successors and assigns; (5) unless otherwise specified, all references herein to “Articles” are references to Articles hereof or hereto; (6) unless otherwise specified, all references herein to exhibits are references to exhibits in the Plan Supplement; (7) unless otherwise specified, the words “herein,” “hereof,” and “hereto” refer to the Plan in its entirety rather than to a particular portion of the Plan; (8) captions and headings to Articles are inserted for convenience of reference only and are not intended to be a part of or to affect the interpretation of the Plan; (9) unless otherwise specified herein, the rules of construction set forth in section 102 of the Bankruptcy Code shall apply; (10) all references to docket numbers of documents Filed in the Chapter 11 Cases are references to the docket numbers under the Bankruptcy Court’s CM/ECF system; (11) all references to statutes, regulations, orders, rules of courts, and the like shall mean as amended from time to time, and as applicable to the Chapter 11 Cases, unless otherwise stated; (12) any immaterial effectuating provisions may be interpreted by the Reorganized Debtor in such a manner that is consistent with the overall purpose and intent of the Plan all without further Bankruptcy Court order; and (13) any undefined term used herein that is defined in the Bankruptcy Code shall have the meaning ascribed to such term in the Bankruptcy Code.

C. Computation of Time.

Unless otherwise specifically stated herein, the provisions of Bankruptcy Rule 9006(a) shall apply in computing any period of time prescribed or allowed herein.

D. Governing Law.

Unless a rule of law or procedure is supplied by federal law (including the Bankruptcy Code and Bankruptcy Rules) or unless otherwise specifically stated, the laws of the State of

Delaware, without giving effect to the principles of conflict of laws, shall govern the rights, obligations, construction, and implementation of the Plan, any agreements, documents, instruments, or contracts executed or entered into in connection with the Plan (except as otherwise set forth in those agreements, in which case the governing law of such agreement shall control); provided, however, that corporate governance matters relating to the Debtors or the Reorganized Debtor, as applicable, not incorporated in Delaware shall be governed by the laws of the state of incorporation of the applicable Debtor or Reorganized Debtor, as applicable.

E. Reference to Monetary Figures.

All references in the Plan to monetary figures shall refer to currency of the United States of America, unless otherwise expressly provided.

F. Reference to the Debtors or the Reorganized Debtor.

Except as otherwise specifically provided in the Plan to the contrary, references in the Plan to the Debtors or the Reorganized Debtor shall mean the Debtors and the Reorganized Debtor, as applicable, to the extent the context requires.

ARTICLE II. ADMINISTRATIVE CLAIMS AND OTHER UNCLASSIFIED CLAIMS

In accordance with section 1123(a)(1) of the Bankruptcy Code, Administrative Claims and Priority Tax Claims have not been classified and, thus, are excluded from the Classes of Claims and Interests set forth in Article III hereof.

A. Administrative Claims.

1. Administrative Claims.

Except as provided below with respect to Administrative Claims that are Fee Claims or DIP Facility Claims, and except to the extent that a Holder of an Allowed Administrative Claim and the applicable Debtor(s) or Reorganized Debtor agrees to less favorable treatment with respect to such Holder, each Holder of an Allowed Administrative Claim shall be paid in full in Cash on the latest of: (a) on or as soon as reasonably practicable after the Effective Date if such Administrative Claim is Allowed as of the Effective Date; (b) on or as soon as reasonably practicable after the date such Administrative Claim is Allowed; and (c) the date such Allowed Administrative Claim becomes due and payable, or as soon thereafter as is practicable; provided, however, that Allowed Administrative Claims that arise in the ordinary course of the Debtors' businesses shall be paid in the ordinary course of business in accordance with the terms and subject to the conditions of any agreements governing, instruments evidencing, or other documents relating to such transactions and shall not be required to file a request for payment of an Administrative Claim.

Except as otherwise provided in this Article II.A, requests for payment of Administrative Claims that first arose, or in the case of unexpired leases of real or personal property, accrued, after July 31, 2017, must be Filed and served on the Reorganized Debtor pursuant to the procedures specified in the Confirmation Order and the notice of entry of the Confirmation Order

no later than the Second Administrative Claims Bar Date. Holders of Administrative Claims that are required to, but do not, File and serve a request for payment of such Administrative Claims by such date shall be forever barred, estopped, and enjoined from asserting such Administrative Claims against the Debtors or their property and such Administrative Claims shall be deemed discharged as of the Effective Date. Objections to such requests, if any, must be Filed and served on the Reorganized Debtor and the requesting party no later than the Administrative Claims Objection Deadline.

2. DIP Facility Claims.

On the Effective Date, the DIP Facilities Claims shall be deemed to be Allowed and, unless paid in the ordinary course of business or out of Litigation Proceeds, in each case, prior to the Effective Date, indefeasibly satisfied by an in-kind exchange on a dollar-for-dollar basis for obligations of the Reorganized Debtor under the Exit Facility; provided, however, that any interest, fees and expenses set forth in Article IX.A.8 hereof shall be deemed Allowed and paid in Cash on the Effective Date.

3. Professional Compensation.

(a) Fee Claims.

Professionals asserting a Fee Claim for services rendered but not previously Allowed on a final basis must File and serve on the Debtors and such other Entities specified in the Interim Compensation Procedures Order, an application for final allowance of such Fee Claim no later than 45 days after the Effective Date. Objections to any Fee Claim must be Filed and served on the Reorganized Debtor and the requesting party no later than 60 days after the Effective Date. To the extent necessary, the Plan and the Confirmation Order shall amend and supersede any previously entered order regarding the payment of Fee Claims.

(b) The Fee Trusts.

On the Effective Date, the Fee Trusts established pursuant to the Interim Compensation Order shall remain funded with Cash deposited therein pursuant to the Final Cash Collateral Order. To the extent not earlier paid pursuant to the Interim Compensation Order, but subject to the next paragraph herein, upon final Allowance, the amount of Allowed Accrued Professional Compensation Claims owing to the applicable Professionals shall be paid in Cash to such Professionals from funds held in the respective Fee Trusts and any unapplied retainer when such Claims are Allowed by a Final Order. Allowed Accrued Professional Compensation Claims shall be paid first from any unapplied retainer that has been provided to such Professional, second from amounts in the applicable Fee Trust for such Professional, and then, subject to the next paragraph, by the Reorganized Debtor promptly upon Allowance. When all Allowed Accrued Professional Compensation Claims are paid in full in Cash, amounts remaining in the Fee Trusts, if any, shall revert to the Reorganized Debtor.

The Committee Fees and Expenses incurred prior to and through July 31, 2017, excluding any Allowed fees and expenses of Bartlit Beck Herman Palenchar & Scott LLP and Klehr Harrison Harvey Branzburg LLP incurred in connection with the Specified Causes of Action, shall be subject to a cap of \$1,425,000, with \$100,000 of such amount payable on the

Effective Date and \$25,000 of such amount payable from the Litigation Trust Reserve. The Committee Fees and Expenses incurred after July 31, 2017 shall be payable from the Litigation Trust Reserve subject to the Committee Fees and Expenses Cap. Notwithstanding anything herein to the contrary, to the extent Committee Fees and Expenses exceed the foregoing amounts, such excess shall be paid from Creditor Recoveries prior to any Distributions being made to Holders of Allowed Class 5A, 5B and 5C Claims.

(c) *Post-Effective Date Fees and Expenses.*

Upon the Effective Date, any requirement that Professionals comply with sections 327 through 331 and 1103 of the Bankruptcy Code in seeking retention or compensation for services rendered after such date shall terminate, and the Reorganized Debtor and the Litigation Trustee may employ and pay any Professional for services rendered or expenses incurred after the Effective Date in the ordinary course of business without any further notice to any party or action, order, or approval of the Bankruptcy Court, subject to, in the case of the Litigation Trustee only, the terms and conditions of the Litigation Trust Agreement.

B. Priority Tax Claims.

On, or as soon as reasonably practicable after, the later of (i) the Effective Date or (ii) the date on which a Priority Tax Claim becomes an Allowed Priority Tax Claim against a Debtor, each holder of an Allowed Priority Tax Claim will receive, in full and final satisfaction and discharge thereof, (a) payment in accordance with section 1129(a)(9)(C) of the Bankruptcy Code, or (b) payment as agreed between the holder of the Allowed Priority Tax Claim and the Reorganized Debtor.

Notwithstanding anything to the contrary in this Section II.B, any Non-Compensatory Penalty Claim arising with respect to or in connection with an Allowed Priority Tax Claim shall be granted the treatment as set forth in Article III.

C. Statutory Fees.

Notwithstanding anything to the contrary contained herein, on the Effective Date, the Debtors shall pay, in full in Cash, any fees due and owing to the U.S. Trustee at the time of Confirmation. The Reorganized Debtor shall pay all U.S. Trustee fees due and owing under 28 U.S.C. § 1930 until such time as the Reorganized Debtor moves for entry of a final decree and the Bankruptcy Court enters such a decree.

**ARTICLE III.
CLASSIFICATION AND TREATMENT OF CLAIMS AND INTERESTS**

A. Classification of Claims and Interests.

Pursuant to section 1122 of the Bankruptcy Code, set forth below is a designation of Classes of Claims and Interests. All Claims and Interests, except for Administrative Claims and Priority Tax Claims, are classified in the Classes set forth in this Article III. A Claim or Interest is classified in a particular Class only to the extent that the Claim or Interest qualifies within the description of that Class and is classified in other Classes to the extent that any portion of the

Claim or Interest qualifies within the description of such other Classes. A Claim also is classified in a particular Class for the purpose of receiving distributions pursuant to the Plan only to the extent that such Claim is an Allowed Claim in that Class and has not been paid, released, or otherwise satisfied before the Effective Date.

Section 1129(a)(10) of the Bankruptcy Code shall be satisfied for the purposes of Confirmation by acceptance of the Plan by an Impaired Class of Claims; provided, however, that, if no holder of a Claim or Interest with respect to a specific Class for a particular Debtor timely submits a Ballot in compliance with the Solicitation Procedures indicating acceptance or rejection of this Plan, such Class will be deemed to have accepted this Plan pursuant to the Confirmation Order. The Debtors may seek Confirmation of this Plan pursuant to section 1129(b) of the Bankruptcy Code with respect to any rejecting Class of Claims or Interests.

B. Summary of Classification.

The classification of Claims and Interests against each Debtor (as applicable) pursuant to the Plan is as set forth below. The Plan shall apply as a separate Plan for each of the Debtors, and the classification of Claims and Interests set forth herein shall apply separately to each of the Debtors. All of the potential Classes for the Debtors are set forth herein. Certain of the Debtors may not have Holders of Claims or Interests in a particular Class or Classes, and such Classes shall be treated as set forth in Article III.E hereof.

The following chart summarizes the classification of Claims and Interests pursuant to the Plan:

Class	Claim/Interest	Status	Voting Rights
1	Priority Non-Tax Claims	Unimpaired	Deemed to Accept
2	First Out Second Lien Secured Claims	Impaired	Entitled to Vote
3	Last Out Second Lien Secured Claims	Impaired	Entitled to Vote
4	Other Secured Claims	Unimpaired	Deemed to Accept
5A	GWI General Unsecured Claims	Impaired	Deemed to Reject
5B	GWH General Unsecured Claim	Impaired	Deemed to Reject
5C	GWO/GWCS General Unsecured Claims	Impaired	Deemed to Reject
6	Subordinated Claims	Impaired	Deemed to Reject
7	Interests	Impaired	Deemed to Reject

C. Treatment of Claims and Interests.

To the extent a Class contains Allowed Claims or Allowed Interests with respect to a particular Debtor, the treatment provided to each Class for distribution purposes is specified below:

1. Class 1 – Priority Non-Tax Claims.

(a) *Classification:* Class 1 consists of Priority Non-Tax Claims.

- (b) *Treatment:* Except to the extent that a Holder of an Allowed Priority Non-Tax Claim agrees to a less favorable treatment, in exchange for full and final satisfaction, settlement, release and discharge of each Allowed Priority Non-Tax Claim, each Holder of such Allowed Priority Non-Tax Claim shall be paid in full in Cash by the Reorganized Debtor as soon as reasonably practicable on or after the latest of (i) the Effective Date, (ii) the date on which such Priority Non-Tax Claim against the Debtors becomes an Allowed Priority Non-Tax Claim, (iii) such other date as may be ordered by the Bankruptcy Court, or (iv) when due and payable in the ordinary course of business.
- (c) *Voting:* Class 1 is Unimpaired by the Plan, and each Holder of a Class 1 Priority Non-Tax Claim is conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, Holders of Class 1 Priority Non-Tax Claims are not entitled to vote to accept or reject the Plan.

2. Class 2 – First Out Second Lien Secured Claims.

- (a) *Classification:* Class 2 consists of First Out Second Lien Secured Claims.
- (b) *Allowance:* The First Out Second Lien Secured Claims shall be Allowed in the aggregate principal amount of \$23,244,644.13, plus any and all accrued and unpaid contractual interest as of the Effective Date and reasonable professional fees and expenses of the Second Lien Agent and the First Out Second Lien Lenders accrued and unpaid as of the Effective Date, less any cash distributions made under the Final Cash Collateral Order on account of the principal amount of such Claims after July 31, 2017.
- (c) *Treatment:* Except to the extent that a Holder of an Allowed First Out Second Lien Secured Claim agrees to a less favorable treatment, on the Effective Date, the First Out Second Lien Lenders shall receive, in full and final satisfaction, settlement, release, and discharge of their Allowed First Out Second Lien Secured Claims, their allocable share of the New Second Lien Secured Notes, on the following key terms:
 - (i) Aggregate Principal Amount (the “New Principal Amount”): \$23,244,644.13, plus accrued but unpaid interest, payable as follows:
 - (ii) Interest: LIBOR plus 1000 basis points, paid quarterly in Cash.
 - (iii) Collateral: The New Second Lien Secured Notes shall be secured by all of the Reorganized Debtor’s assets, subject only to any valid and perfected Permitted Liens that had priority over the First Out Second Lien Secured Claims as

of the Petition Date under applicable law, and Liens securing the Exit Facility.

(iv) Paydown with Litigation Proceeds:

Each Holder of an Allowed First Out Second Lien Secured Claim shall receive its allocable share of Litigation Trust Interests – Class A-1, which will provide for such Holders to receive its allocable share of all Lender Distributions as provided in the Litigation Proceeds Waterfall Provision (as evidenced by Litigation Trust Interests Class A-1), which amounts shall be applied dollar-for-dollar to the Debtors' outstanding principal obligations under the New Second Lien Secured Notes, until the New Second Lien Secured Notes are paid in full after giving effect to any principal payments made by the Reorganized Debtor on account of the New Second Lien Notes. For the avoidance of doubt, the Holders of Class 2 First Out Second Lien Secured Claims shall not be entitled to receive any Retained Creditor Action Proceeds.

(v) Professional Fees and Expenses: the reasonable professional fees and expenses of the Second Lien Agent and the First Out Second Lien Lenders shall be paid in cash on the Effective Date.

- (d) *Voting:* Class 2 is Impaired by the Plan. Therefore, Holders of Class 2 First Out Second Lien Secured Claims are entitled to vote to accept or reject the Plan.

3. Class 3 – Last Out Second Lien Secured Claims.

- (a) *Classification:* Class 3 consists of the Last Out Second Lien Secured Claims.
- (b) *Allowance:* The Last Out Second Lien Secured Claims shall be Allowed in the aggregate principal amount of \$57,861,555.02, plus any and all accrued and unpaid contractual interest as of the Effective Date and reasonable professional fees and expenses of the Last Out Second Lien Lender accrued and unpaid as of the Effective Date, less any cash distributions made under the Final Cash Collateral Order or on account of the principal amount of such Claims after July 31, 2017.
- (c) *Treatment:* Except to the extent that a Holder of the Last Out Second Lien Secured Claim agrees to a less favorable treatment, each Last Out Second Lien Secured Claim shall receive (i) on the Effective Date, in full and final satisfaction, settlement, release, and discharge of its Pro Rata Share of \$5 million of Allowed Last Out Second Lien Secured Claims, its Pro Rata

share of 100% of the New GWO Interests, and (ii) in full and final satisfaction, settlement, release, and discharge of the balance of its Allowed Last Out Second Lien Secured Claim, and until all Allowed Last Out Second Lien Secured Claims have been paid in full (other than Claims described in clause (i)), its allocable share of Litigation Trust Interests – Class A-2, which will provide for such Holder to receive its allocable share of all Lender Distributions as provided in the Litigation Proceeds Waterfall Provision (as evidenced by Litigation Trust Interests Class A-2) remaining after payment in full of all Allowed First Out Second Lien Secured Claims. For the avoidance of doubt, the Holder of the Class 3 Last Out Second Lien Secured Claim shall not be entitled to receive any Retained Creditor Action Proceeds.

- (d) *Voting:* Class 3 is Impaired by the Plan. Therefore, the Holder of the Class 3 Last Out Second Lien Secured Claim is entitled to vote to accept or reject the Plan.

4. Class 4 – Other Secured Claims.

- (a) *Classification:* Class 4 consists of all Other Secured Claims.
- (b) *Treatment:* Except to the extent that a Holder of an Allowed Other Secured Claim agrees to a less favorable treatment or such Allowed Other Secured Claim is Reinstated, in exchange for full and final satisfaction, settlement, release, and discharge of each Allowed Other Secured Claim, each Holder of such Allowed Other Secured Claim, including Secured Tax Claims, shall receive, on the later of the Effective Date and the date on which the Other Secured Claim becomes an Allowed Claim, at the option of the Reorganized Debtor made in consultation with the Supporting Lenders: (a) Cash equal to the amount of such Allowed Other Secured Claim; (b) the collateral securing such Allowed Other Secured Claim; or (c) satisfaction of such Allowed Other Secured Claim pursuant to such other terms and conditions as may be agreed upon by the Reorganized Debtor and the Holder of such Allowed Other Secured Claim.
- (c) *Voting:* Class 4 is Unimpaired by the Plan, and each Holder of a Class 4 Other Secured Claim is conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, Holders of Class 4 Other Secured Claims are not entitled to vote to accept or reject the Plan.

5. Class 5A – GWI General Unsecured Claims.

- (a) *Classification:* Class 5A consists of all GWI General Unsecured Claims. Class 5A shall not include any Second Lien Deficiency Claims.
- (b) *Treatment:* In exchange for full and final satisfaction, settlement, release, and discharge of each Allowed GWI General Unsecured Claim, each

Holder of an Allowed GWI General Unsecured Claim shall receive, until all Allowed GWI General Unsecured Claims have been paid in full, its Pro Rata share of (i) the Litigation Trust Interests—Class B-1, or (ii) such other less favorable treatment as to which such Holder and the Debtors or the Litigation Trustee shall have agreed upon in writing.

- (c) *Voting:* Class 5A is Impaired, and will be deemed to have rejected the Plan. Therefore, Holders of Class 5A GWI General Unsecured Claims are not entitled to vote to accept or reject the Plan.

6. Class 5B – GWH General Unsecured Claims.

- (a) *Classification:* Class 5B consists of all GWH General Unsecured Claims. Class 5B shall not include any Second Lien Deficiency Claims.
- (b) *Treatment:* In exchange for full and final satisfaction, settlement, release, and discharge of each Allowed GWH General Unsecured Claim, each Holder of an Allowed GWH General Unsecured Claim shall receive, until all Allowed GWH General Unsecured Claims have been paid in full, its Pro Rata share of (i) the Litigation Trust Interests—Class B-2, or (ii) such other less favorable treatment as to which such Holder and the Debtors or the Litigation Trustee shall have agreed upon in writing.
- (c) *Voting:* Class 5B is Impaired, and will be deemed to have rejected the Plan. Therefore, Holders of Class 5B GWH General Unsecured Claims are not entitled to vote to accept or reject the Plan.

7. Class 5C – GWO/GWCS General Unsecured Claims.

- (a) *Classification:* Class 5C consists of all GWO/GWCS General Unsecured Claims. Class 5C shall not include any Second Lien Deficiency Claim.
- (b) *Treatment:* In exchange for full and final satisfaction, settlement, release, and discharge of each Allowed GWO/GWCS General Unsecured Claim, each Holder of an Allowed GWO/GWCS General Unsecured Claim shall receive, until all Allowed GWO/GWCS General Unsecured Claims have been paid in full, its Pro Rata share of (i) the Litigation Trust Interests—Class B-3, or (ii) such other less favorable treatment as to which such Holder and the Debtors or the Litigation Trustee shall have agreed upon in writing.
- (c) *Voting:* Class 5C is Impaired, and will be deemed to have voted to reject the Plan. Therefore, Holders of Class 5C GWO/GWCS General Unsecured Claims are not entitled to vote on the Plan.

8. Class 6 – Subordinated Claims.

- (a) *Classification:* Class 6 consists of all Subordinated Claims.

- (b) *Treatment:* Except only as provided in Section IV.C.5 of the Plan, Holders of Subordinated Claims shall not be entitled to receive, and shall not receive or retain, any property under the Plan on account of such Subordinated Claims.
- (c) *Voting:* Class 6 is Impaired and Holders of Class 6 Subordinated Claims are conclusively presumed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code. Therefore, Holders of Class 6 Subordinated Claims are not entitled to vote such Claims to accept or reject the Plan.

9. Class 7 – Equity Interests.

- (a) *Classification:* Class 7 consists of Interests.
- (b) *Treatment:* Except only as provided in Section IV.C.5 of the Plan, Holders of Interests shall not receive any distribution on account of such Interests. On the Effective Date, Class 7 Interests shall be cancelled and discharged.
- (c) *Voting:* Class 7 is Impaired and Holders of Class 7 Interests are conclusively presumed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code. Therefore, Holders of Class 7 Interests are not entitled to vote such Interests to accept or reject the Plan.

D. Special Provision Governing Claims.

Except as otherwise provided in the Plan or a Final Order of the Bankruptcy Court, nothing under the Plan shall affect the Debtors', the Reorganized Debtor's, or the Litigation Trustee's rights in respect of any Claims, including legal and equitable defenses to or setoffs or recoupments against any such Claims.

E. Elimination of Vacant Classes.

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

F. Acceptance or Rejection of the Plan.

1. Voting Classes.

Classes 2 and 3 are Impaired under the Plan and the Holders of Claims in such Class are entitled to vote to accept or reject the Plan.

2. Failure to Vote.

If Holders of Claims in a particular Impaired Class of Claims were given the opportunity to vote to accept or reject the Plan, but no Holders of Claims in such Impaired Class of Claims voted to accept or reject the Plan, then such Class of Claims shall be deemed to have accepted the Plan.

3. Presumed Acceptance of the Plan.

Classes 1 and 4 are Unimpaired under the Plan, and the Holders of Claims in such Classes are deemed to have accepted the Plan and are not entitled to vote to accept or reject the Plan on account of such Claims.

4. Presumed Rejection of Plan.

Classes 5A, 5B and 5C will be deemed to have rejected the Plan, and accordingly the Holders of Claims in such Class are not entitled to vote on the Plan on account of such Claims.

Classes 6 and 7 are Impaired and shall receive no distribution under the Plan except only as provided in Section IV.C.5 of the Plan. The Holders of Claims and Interests in such Classes, as applicable, are deemed to have rejected the Plan and are not entitled to vote to accept or reject the Plan on account of such Claims and Interests.

G. Confirmation Pursuant to Sections 1129 (a) (10) and 1129(b) of the Bankruptcy Code.

The Debtors expect that section 1129(a)(10) of the Bankruptcy Code shall be satisfied for purposes of Confirmation by acceptance of the Plan by an Impaired Class of Claims. The Debtors shall seek Confirmation pursuant to section 1129(b) of the Bankruptcy Code with respect to Classes 5A, 5B, 5C, 6 and 7, and any other rejecting Class of Claims or Interests.

H. Controversy Concerning Impairment.

If a controversy arises as to whether any Claims or Interests or any Class of Claims or Interests is Impaired, the Bankruptcy Court shall, after notice and a hearing, determine such controversy on or before the Confirmation Date.

I. Subordinated Claims.

Except as otherwise provided herein, the allowance, classification, and treatment of all Allowed Claims and Interests and the respective distributions and treatments under the Plan take into account and conform to the relative priority and rights of the Claims and Interests in each Class in connection with any contractual, legal, and equitable subordination rights relating thereto, whether arising under general principles of equitable subordination, section 510 of the Bankruptcy Code, or otherwise. Pursuant to section 510 of the Bankruptcy Code, the Reorganized Debtor or the Litigation Trustee, as applicable, reserve the right to re-classify any Interest or Allowed Claim, other than the Allowed First Out Second Lien Secured Claims or the Allowed Last Out Second Lien Secured Claims, in accordance with any contractual, legal, or equitable subordination relating thereto.

**ARTICLE IV.
MEANS FOR IMPLEMENTATION OF THE PLAN**

A. Sources of Cash for Plan Distributions.

All consideration necessary for the Reorganized Debtor or the Litigation Trustee, as applicable, to make payments or distributions pursuant hereto shall be obtained from (i) Cash held by the Debtors as of the Effective Date, on which the Second Lien Lenders have agreed to release their Claims and Liens to the extent necessary to pay Allowed Administrative Claims and Allowed Priority Claims as provided herein, (ii) the DIP Facility and the Exit Facility (neither of which shall be available to the Litigation Trustee), (iii) the Litigation Trust Reserve and Litigation Trust Funding Amount, and (iv) other Cash of the Reorganized Debtors (which shall not be available to the Litigation Trustee), including Cash from continuing business operations.

B. Exit Facility.

On the Effective Date, the Reorganized Debtor is authorized to execute and deliver those documents necessary or appropriate to satisfy the conditions to effectiveness of the Exit Facility, including the Exit Facility Credit Agreement. The Exit Facility, and the Reorganized Debtor's Cash on hand will provide sufficient available funds as of the Effective Date to: (i) make all required Effective Date payments under the Plan; and (ii) provide the Reorganized Debtor with working capital necessary to run its business.

On the Effective Date, the Reorganized Debtor's obligations under the Exit Facility Credit Agreement shall constitute legal, valid, binding, and authorized obligations, enforceable in accordance with their terms. The financial accommodations to be extended pursuant to the Exit Facility Credit Agreement are being extended, and shall be deemed to have been extended, in good faith, for legitimate business purposes, shall not be subject to avoidance, recharacterization, or subordination (including equitable subordination) for any purposes whatsoever, and shall not constitute preferential transfers, fraudulent conveyances, or other voidable transfers under the Bankruptcy Code or any other applicable non-bankruptcy law. On the Effective Date, all of the Liens and security interests to be granted in accordance with the Exit Facility Credit Agreement (1) shall be legal, binding, and enforceable Liens on, and security interests in, the collateral granted thereunder in accordance with the terms of the Exit Facility Credit Agreement, and (2) shall not be subject to avoidance, recharacterization, or subordination (including equitable subordination) for any purposes whatsoever and shall not constitute preferential transfers, fraudulent conveyances, or other voidable transfers under the Bankruptcy Code or any applicable non-bankruptcy law. The Reorganized Debtor and the entities granted such Liens and security interests are authorized to make all filings and recordings, and to obtain all governmental approvals and consents necessary to establish and perfect such Liens and security interests under the provisions of the applicable state, provincial, federal, or other law (whether domestic or foreign) that would be applicable in the absence of this Plan and the Confirmation Order, and will thereafter cooperate to make all other filings and recordings that otherwise would be necessary under applicable law to give notice of such Liens and security interests to third parties.

C. *Litigation Proceeds Waterfall Provision*

The Litigation Proceeds shall be allocated and paid according to the following priority:

1. Satisfaction of any unpaid Allowed Administrative Claims and Allowed Priority Claims payable pursuant to the Plan.
2. Reimbursement of the Supporting Lenders for any amounts advanced by them under the DIP Facility or the Exit Facility, together with any interest paid or payable with respect thereto, to (a) pay Allowed Administrative Claims or Allowed Priority Claims under the Plan or in the ordinary course, (b) provide the Debtors with liquidity prior to the Effective Date under the DIP Facility, (c) provide funding to effectuate the Plan, including for Fee Claims, (d) provide funding for the litigation of the Specified Causes of Action, including the Litigation Funding Amount, or (e) fund the Litigation Trust Reserve pursuant to the Plan.
3. Upon satisfaction and payment of all amounts described in subparagraphs 1 and 2 above, any Litigation Proceeds up to \$5,000,000 shall be allocated (a) 80% for the benefit of the Holders of Allowed First Out Second Lien Claims, and (b) 20% to the Litigation Trust for the benefit of Holders of Allowed General Unsecured Claims.
4. Any Litigation Proceeds recovered in excess of the amounts needed to satisfy the obligations set forth in subparagraphs 1, 2 and 3 above shall be allocated (a) 90% for the benefit of Holders of Allowed First Out Second Lien Secured Claims and Holders of Allowed Last Out Second Lien Secured Claims (excluding the SG Contribution) until paid in full in Cash (without post-Effective Date interest), with Allowed First Out Second Lien Claims being paid in full in Cash prior to payment on the Allowed Last Out Second Lien Claims (excluding the SG Contribution), and (b) 10% to the Litigation Trust for the benefit of holders of Allowed General Unsecured Claims until paid in full; provided, however, that if at the time of any Lender Distribution, any interest is due and owing under the New Second Lien Secured Notes (the “Unpaid Interest”), then such Unpaid Interest (but capped using the default rate provided in the Junior Loan Agreement (as defined in the Agreement Among Lenders)), shall be paid to the holders of the New Second Lien Secured Notes first out of any Lender Distributions that otherwise would be payable to the Last Out Second Lien Lenders, and upon such payment the Last Out Second Lien Lenders shall be subrogated to the rights of such holders of New Second Lien Secured Notes against the Reorganized Debtor with regard to such Unpaid Interest paid to the holders of the New Second Lien Secured Notes.

5. Any Litigation Proceeds recovered in excess of the amounts needed to satisfy the obligations set forth in subparagraphs 1, 2, 3 and 4 above shall be distributed first to reimburse the Reorganized Debtor for any payments made by it under the New Second Lien Credit Agreement, then Pro Rata to the Holders of Subordinated Claims until paid in full, and then Pro Rata to Holders of Interests in General Wireless Inc.

Litigation Proceeds received by the Supporting Lenders under subparagraph 2 above shall be applied to reduce the Reorganized Debtors' obligations under the Exit Facility, as applicable and, under subparagraphs 3 and 4, as applicable, the New Second Lien Secured Notes.

For purposes of the waterfall of Litigation Proceeds, but subject to the provisions in paragraph 4 above, (i) post-Effective Date interest on Allowed First Out Second Lien Secured Claims and Allowed Last Out Second Lien Secured Claims shall not be included when determining whether such Claims have been paid in full; and (ii) post-Effective Date interest on DIP Facility Claims and Exit Facility Claims shall be included when determining whether such Claims have been paid in full.

D. Litigation Trust.

1. Formation of the Litigation Trust.

On the Effective Date, the Litigation Trust shall be established pursuant to the Litigation Trust Agreement for the purpose of prosecuting Specified Causes of Action and the Retained Creditor Actions and making distributions (if any), including to Second Lien Lenders and Holders of Allowed General Unsecured Claims, in accordance with the terms of the Plan. For the avoidance of doubt, Distributions of Litigation Proceeds pursuant to Section IV.C. hereof to Holders of Allowed Subordinated Claims, or Allowed Interests shall be made by the Reorganized Debtor. The Litigation Trust shall have a separate existence from the Reorganized Debtor. The Litigation Trust prosecution of any of the Specified Causes of Action will be on behalf of and for the benefit of the Litigation Trust Beneficiaries.

a. On the Effective Date, the Debtors and the Litigation Trustee shall execute the Litigation Trust Agreement and shall take all steps necessary to establish the Litigation Trust in accordance with the Plan. Also on the Effective Date, the Debtors and the Committee (as applicable) shall be deemed to have irrevocably transferred to the Litigation Trust all rights, title, and interest in and to all of the Litigation Trust Assets, and in accordance with Bankruptcy Code section 1141, the Litigation Trust Assets shall automatically vest in the Litigation Trust free and clear of all Claims, Liens, encumbrances, or interests, as provided for in the Litigation Trust Agreement, and such transfer shall be exempt from any stamp, real estate transfer, or other transfer, mortgage reporting, sales, use, or other similar tax. For the avoidance of doubt, on the Effective Date, standing to commence, prosecute and compromise all Specified Causes of Action and Retained Creditor Actions shall transfer to the Litigation Trustee and/or the Litigation Trust; provided however, that no Retained Causes of Action shall be transferred or issued to the Litigation Trust.

b. Subject to, and to the extent set forth in, the Plan, the Confirmation Order, and the Litigation Trust Agreement (or any other order of the Bankruptcy Court entered pursuant to, or in furtherance of the Plan), the Litigation Trust and the Litigation Trustee, together with its agents, representatives and professionals, will be empowered to take the following actions, and any other actions, as the Litigation Trustee determines to be necessary or appropriate to implement the Litigation Trust, all without further order of the Bankruptcy Court:

i. adopt, execute, deliver or file all plans, agreements, certificates and other documents and instruments necessary or appropriate to implement the Litigation Trust;

ii. accept, preserve, receive, collect, manage, invest, supervise, prosecute, settle and protect the Specified Causes of Action (acting at the direction of the Litigation Trust Oversight Committee) and Retained Creditor Actions;

iii. calculate and make distributions to Litigation Trust Beneficiaries, including distributing the Lender Distributions to the Second Lien Lenders as provided herein;

iv. administer the Creditor Recoveries and make distributions to Holders of Allowed General Unsecured Claims in accordance with the Plan and the Litigation Trust Agreement;

v. Establish reserves consistent with the Plan and Litigation Trust Agreement and invest Cash;

vi. Object to, reconcile, seek to subordinate, compromise or settle any or all asserted General Unsecured Claims;

vii. Retain and pay Disbursing Agents and professionals and other Entities;

viii. Establish reserves and invest Cash out of the Litigation Trust Funds, the Litigation Proceeds and the Retained Creditor Action Proceeds (but, for the avoidance of doubt, not the Lender Distributions), including but not limited to establishing a reasonable reserve for the purpose of paying all reasonable Creditor Recoveries Expenses and the Litigation Expenses, including but not limited to, professionals to (a) prepare and file the Litigation Trust's tax returns for two years following the Effective Date, and (b) administer distributions of the Litigation Proceeds and Retained Creditor Action Proceeds as provided herein;

ix. Abandon, in any commercially reasonable manner, any Litigation Trust Assets that in Litigation Trustee's reasonable judgment cannot be sold in a commercially reasonable manner or that the Litigation Trustee believes to have inconsequential value to the Litigation Trust, provided, however, that the abandonment of any Litigation Trust Assets related to the Specified Causes of Action requires the express written consent of a majority of the members of the Litigation Trust Oversight Board;

x. File appropriate Tax returns and other reports on behalf of the Litigation Trust and pay Taxes (if any) or other obligations owed by the Litigation Trust; and

xi. Wind-up the affairs of and dissolve the Litigation Trust.

c. The Litigation Trust has no objective to, and will not, engage in a trade or business and will conduct its activities consistent with the Plan and the Litigation Trust Agreement.

d. On the Effective Date, the Committee's counsel and professionals, and the Second Lien Agent's counsel and professionals, will provide to the Litigation Trustee (or such professionals designated by the Litigation Trustee) documents and other information gathered, and relevant work product developed, if any, during the Chapter 11 Cases in connection with their investigation of the Specified Causes of Action and Retained Creditor Actions, as applicable, provided that the provision of any such documents and information will be without waiver of any evidentiary privileges, including without limitation the attorney-client privilege, work-product privilege or other privilege or immunity attaching to any such documents or information (whether written or oral). The Plan will be considered a motion pursuant to sections 105, 363 and 365 of the Bankruptcy Code for such relief.

e. The Litigation Trust and the Litigation Trustee will each be a "representative" of the Estates under section 1123(b)(3)(B) of the Bankruptcy Code solely as related to the Litigation Trust Assets, and the Litigation Trustee will be the trustee of the Litigation Trust Assets for purposes of 31 U.S.C. § 3713(b) and 26 U.S.C. § 6012(b)(3), and, as such, the Litigation Trustee succeeds to all of the rights, powers and obligations of a trustee in bankruptcy with respect to collecting, maintaining, administering and liquidating the Litigation Trust Assets. Without limiting other such rights, powers, and obligations, on the Effective Date, (i) the Committee will transfer, and will be deemed to have irrevocably transferred, to the Litigation Trust and shall vest in the Litigation Trust and the Litigation Trustee, the Committee's evidentiary privileges including, without limitation, the attorney-client privilege, work product privilege and other privileges and immunities that they possess, to the extent related to the Litigation Trust Assets; and (ii) the Litigation Trust, Litigation Trustee and Reorganized Debtor all shall be vested with and share the Debtors' evidentiary privileges including, without limitation, the attorney-client privilege, work product privilege and other privileges and immunities the Debtors possess, to the extent related to the Specified Causes of Action. The Committee and its financial advisors, and the Debtors and their financial advisors upon reasonable request, will provide to the Litigation Trustee (or such professionals designated by the Litigation Trustee) originals or copies of documents, other information, and work product relating to the Specified Causes of Action, provided that the provision of any such documents and information will be without waiver of any evidentiary privileges or immunity. Without limiting the foregoing, the Reorganized Debtor shall be vested with and retain all evidentiary privileges, including, without limitation, the attorney-client privilege, work product privilege and other privileges and immunities the Debtors possess, relating to Retained Causes of Action and other property of the Estates vesting in the Reorganized Debtor.

To the extent that any Litigation Trust Assets cannot be transferred to the Litigation Trust because of a restriction on transferability under applicable non-bankruptcy law that is not superseded or preempted by section 1123 of the Bankruptcy Code or any other provision of the Bankruptcy Code, such Litigation Trust Assets shall be deemed to have been retained by the Debtors or the Reorganized Debtor, as the case may be, and the Litigation

Trustee shall be deemed, solely with respect to such Litigation Trust Assets, to have been designated as a representative of the Debtors, the Reorganized Debtor, or the Estates, as the case may be, pursuant to section 1123(b)(3)(B) of the Bankruptcy Code to enforce and pursue such Litigation Trust Assets on behalf of the Debtors, the Reorganized Debtor, or the Estates, as the case may be.

2. Litigation Trustee.

The Litigation Trustee shall be the exclusive trustee of the Litigation Trust Assets for purposes of 31 U.S.C. § 3713(b) and 26 U.S.C. § 6012(b)(3), and solely with respect to the Litigation Trust Assets, the representative of the Estate of each of the Debtors appointed pursuant to section 1123(b)(3)(B) of the Bankruptcy Code. The Litigation Trust shall be governed by the Litigation Trust Agreement and administered by the Litigation Trustee. The powers, rights, and responsibilities of the Litigation Trustee shall be specified in the Litigation Trust Agreement. The Litigation Trust shall hold and distribute the Litigation Trust Assets in accordance with the provisions of the Plan and the Litigation Trust Agreement. Other rights and duties of the Litigation Trustee and the Litigation Trust Beneficiaries shall be as set forth in the Litigation Trust Agreement. The rights and powers of the Litigation Trustee shall be subject to the rights and powers of the Litigation Trust Oversight Board, solely with respect to the prosecution of the Specified Causes of Action, including with respect to the retention and compensation of counsel with respect thereto, as set forth in the Litigation Trust Agreement. After the Effective Date, the Reorganized Debtor shall have no interest in the Litigation Trust Assets other than as set forth herein.

3. Fees and Expenses of the Litigation Trust

On the Effective Date, the Debtors shall fund the Litigation Trust with the Litigation Trust Funds. Unless otherwise agreed by the Litigation Trustee and the Supporting Lenders, (i) Creditor Recoveries Expenses and all other expenses of the Litigation Trust (other than as provided in clause (ii) below) shall be paid from the Creditor Recoveries and Litigation Trust Funds, and (ii) Litigation Expenses shall be paid from the Litigation Funding Amount, in the case of each of clauses (i) and (ii) in accordance with the Plan and the Litigation Trust Agreement, provided that in no event shall the Lender Distributions be available to the Litigation Trust or the Litigation Trustee other than to make the Distributions to Class 2 and Class 3 as contemplated by Article IV herein. The Litigation Funding Amount may be funded by the Supporting Lenders in a lump sum or with periodic payments. For the avoidance of doubt, (x) none of the Debtors, the Estates, or the Supporting Lenders shall have any liability for the fees and expenses of the Litigation Trust beyond the Litigation Funding Amount and the Litigation Trust Funds, and (y) the Reorganized Debtor shall have no liability for the fees and expenses of the Litigation Trust.

4. Proceeds of the Litigation Trust

Litigation Proceeds shall be allocated and paid as set forth in the Litigation Proceeds Waterfall Provision.

5. Limitation of Liability

None of the Litigation Trustee, the Litigation Trust Oversight Board or any of their respective members, designees, agents, advisors, representatives or professionals shall be liable for the act or omission of any other member, designee, agent, advisor, representative or professional, nor shall the Litigation Trustee or the Litigation Trust Oversight Board be liable for any act or omission taken or omitted to be taken in their respective capacities as Litigation Trustee or the Litigation Trust Oversight Board other than for specific actions or omissions resulting from their respective willful misconduct, gross negligence or fraud. The Litigation Trustee and the Litigation Trust Oversight Board may, in connection with the performance of their respective functions, in their sole and absolute discretion, consult with their attorneys, accountants, advisors and agents, and shall not be liable for any act taken, or omitted to be taken, or suggested to be done in accordance with advice or opinions rendered by such persons, regardless of whether or not such advice or opinions are in writing. Notwithstanding such authority, neither the Litigation Trustee nor the Litigation Trust Oversight Board shall be under any obligation to consult with any such attorneys, accountants, advisors or agents, and their respective determinations not to do so shall not result in the imposition of liability on the Litigation Trustee, the Litigation Trust Oversight Board or any of their respective members, designees, agents, advisors, representatives or professionals unless such determination is based on willful misconduct, gross negligence or fraud. Persons dealing with the Litigation Trustee shall look only to the Litigation Trust Assets (but not to any Lender Distributions) to satisfy any liability incurred by the Litigation Trustee to such person in carrying out the terms of the Plan or the Litigation Trust Agreement (except with respect to Retained Creditor Actions, with such Persons only able to look to Creditor Recoveries), and the Litigation Trustee shall have no personal obligation to satisfy such liability.

6. Indemnification

The Litigation Trust shall indemnify the Litigation Trust Indemnified Parties for, and shall hold them harmless against, any loss, liability, damage, judgment, fine, penalty, claim, demand, settlement, cost or expense (including the reasonable fees and expense of their respective professionals), incurred without gross negligence or willful misconduct on the part of the Litigation Trust Indemnified Parties (which gross negligence or willful misconduct, if any, must be determined by a Final Order or a court of competent jurisdiction), for any action taken, suffered, or omitted to be taken by the Litigation Trust Indemnified Parties in connection with the acceptance, administration, exercise and performance of their duties under the Plan or the Litigation Trust Agreement, as applicable; provided, however, that any such indemnification shall not be payable from Lender Distributions. An act or omission taken with the approval of the Bankruptcy Court, and not inconsistent therewith, will be conclusively deemed not to constitute gross negligence or willful misconduct.

7. Tax Treatment

The Litigation Trust generally is intended to be treated, for federal income Tax purposes, as a grantor trust that is a liquidating trust within the meaning of Treasury Regulations section 301.7701-4(d), with no objective to continue or engage in the conduct of a trade or business. For U.S. federal income tax purposes, the transfer of the Litigation Trust Assets to the Litigation Trust will be treated as a transfer of the Litigation Trust Assets from the Debtors to the Litigation Trust Beneficiaries, followed by the Litigation Trust Beneficiaries' transfer of the

Litigation Trust Assets to the Litigation Trust in exchange for their beneficial interests in the Litigation Trust. The Litigation Trust Beneficiaries will thereafter be treated for U.S. federal income tax purposes as the grantors and deemed owners of their respective shares of the Litigation Trust Assets. The Litigation Trust Beneficiaries shall include in their annual taxable incomes, and pay tax to the extent due on, their allocable shares of each item of income, gain, deduction, loss and credit, and all other such items shall be allocated by the Litigation Trustee to the Litigation Trust Beneficiaries using any reasonable allocation method. The Litigation Trustee will be required by the Litigation Trust Agreement to file income Tax returns for the Litigation Trust as a grantor trust of the Litigation Trust Beneficiaries. In addition, the Litigation Trust Agreement will require consistent valuation by [all parties, including the Debtors, the Reorganized Debtor,] the Litigation Trustee and the Litigation Trust Beneficiaries, for all federal income Tax and reporting purposes, of any property held by the Litigation Trust. The Litigation Trust Agreement will provide that termination of the trust will occur no later than five years after the Effective Date, unless the Bankruptcy Court approves an extension based upon a finding that such an extension is necessary for the Litigation Trust to complete its liquidating purpose. The Litigation Trust Agreement also will limit the investment powers of the Litigation Trustee in accordance with IRS Rev. Proc. 94-45 and will require the Litigation Trust to distribute at least annually to the Litigation Trust Beneficiaries (as such may have been determined at such time) its net income (net of any payment of or provision for Taxes), except for Creditor Recoveries retained as reasonably necessary to maintain the value of the Litigation Trust Assets.

E. Books and Records Retention; Cooperation and Access to Books and Records

Until a final order of judgment or settlement has been entered with respect to the Specified Causes of Action and any other litigation or contested matter initiated within two years after the Effective Date with respect to the Retained Creditor Actions, and until the Claims Objection Deadline with respect to any Disputed Claims, the Reorganized Debtor, the Litigation Trust and/or any transferee of the Debtors' or the Reorganized Debtor's books, records, documents, files, electronic data (in whatever format, including native format), or any tangible objects shall preserve and maintain such books and records relevant or potentially relevant to the Specified Causes of Action, the Retained Creditor Actions and the Disputed Claims, within the provisions of the Federal Rules of Civil Procedure, as if the Debtors or the Reorganized Debtor were parties to the applicable litigation or contested matter. Notwithstanding the foregoing, if the Reorganized Debtor determines that it no longer has any need for such books and records, it may destroy or abandon such books and records only if permitted to do so as a result of a final, non-appealable order of the Bankruptcy Court, entered after a hearing on reasonable notice to parties-in-interest, including the Litigation Trustee and counsel of record for all plaintiffs and defendants in such actions.

The Reorganized Debtor shall use commercially reasonable efforts to cooperate with the Litigation Trustee, at the Litigation Trustee's expense, in connection with its prosecution of the Specified Causes of Action and the Retained Creditor Actions, as well as objections to Disputed Claims, including with respect to promptly providing information as requested by the Litigation Trustee (including, reasonable access to the Debtors' and Reorganized Debtor's books and records).

F. No Revesting of Litigation Trust Assets

No Litigation Trust Asset will revest in the Reorganized Debtor on or after the date such Litigation Trust Asset is transferred to the Litigation Trust, but irrevocably and automatically will vest in the Litigation Trust on the Effective Date, to be administered by the Litigation Trustee in accordance with the Plan and the Litigation Trust Agreement.

G. Issuance and Distribution of New GWO Interests.

Upon entry of the Confirmation Order, the issuance of the New GWO Interests by Reorganized Debtor will be authorized without the need for any further corporate action and without any further action by the Holders of Claims or Interests.

On the Effective Date, all of the New GWO Interests shall be issued and distributed Pro Rata to the Holders of the Allowed Last Out Second Lien Secured Claims.

All of the shares of New GWO Interests issued pursuant to the Plan shall be duly authorized, validly issued, fully paid, and non-assessable. The distribution and issuance of the New GWO Interests under the Plan shall be governed by the terms and conditions set forth in the Plan applicable to such distribution or issuance and by the terms and conditions of the instruments evidencing or relating to such distribution or issuance, which terms and conditions shall bind each Entity receiving such distribution or issuance.

H. Restructuring Transactions.

On the Effective Date, or as soon as reasonably practicable thereafter, the Reorganized Debtor may take all actions as may be necessary or appropriate to effect any transaction described in, approved by, contemplated by or necessary to effectuate the Restructuring Transactions under and in connection with the Plan.

I. Corporate Existence.

Except as described below and as otherwise provided in the Plan or any agreement, instrument, or other document incorporated in the Plan or the Plan Supplement, on the Effective Date, GWO shall continue to exist after the Effective Date as the Reorganized Debtor and as a separate corporation, with all the powers of a corporation, pursuant to applicable Delaware law as the jurisdiction where GWO is incorporated and pursuant to its certificate of incorporation and by-laws (or other analogous formation or governing documents) in effect before the Effective Date, except to the extent such certificate of incorporation and by-laws (or other analogous formation or governing documents) are amended by the Plan or otherwise amended in accordance with applicable law. To the extent such documents are amended, such documents are deemed to be amended pursuant to the Plan and require no further action or approval (other than any requisite filings required under applicable state or federal law).

J. Merger or Dissolution of Co-Debtors, GWI, Holdings and Service.

On the Effective Date, General Wireless Inc. (“GWI”), General Wireless Holdings Inc. (“Holdings”) will be merged into GWO, which merged Entity shall be the Reorganized Debtor and General Wireless Customer Service, Inc. (“Service”) will be dissolved in accordance with the Plan and applicable law. GWI and Holdings shall be merged into GWO, and Service shall be deemed dissolved by the Debtors for all purposes, without the necessity for any other or further approvals or actions to be taken or obtained by or on behalf of the Debtors or payments to be made in connection therewith; provided, however, in its sole discretion, the Debtors or Reorganized Debtor may (but shall not be required to) file with the Office of the Secretary of State for the applicable state a certificate of merger or dissolution, as the case may be.

K. Vesting of Assets in the Reorganized Debtor.

Except as otherwise provided in the Plan or any agreement, instrument, or other document incorporated in the Plan or the Plan Supplement, on the Effective Date, all property in each Estate that does not constitute a Litigation Trust Asset, including without limitation all Causes of Action that are not Litigation Trust Assets or otherwise expressly waived, relinquished, exculpated or released under the Plan or any Final Order, including the waiver of Remaining Avoidance Claims, and any property acquired by any of the Debtors pursuant to the Plan, except for the Fee Trusts, shall vest in the Reorganized Debtor, free and clear of all Liens, Claims, charges, or other encumbrances except for Liens securing the New Second Lien Secured Notes and the Exit Facility. A non-exclusive list of Retained Causes of Action shall be filed with the Plan Supplement.

In addition to the Debtor Releases set forth in Article VIII herein, as of the Effective Date, the Debtors and the Reorganized Debtor shall be deemed to have forever released and waived the Remaining Avoidance Claims.

On and after the Effective Date, except as otherwise provided in the Plan, the Reorganized Debtor may operate its business and may use, acquire, or dispose of property, and may prosecute, release, compromise or settle any Claims, Interests, or Causes of Action other than those comprising the Litigation Trust Assets, without supervision or approval by the Bankruptcy Court and free of any restrictions of the Bankruptcy Code or Bankruptcy Rules.

L. Cancellation of Existing Indebtedness and Securities.

Except as otherwise provided in the Plan or any agreement, instrument, or other document incorporated in the Plan or the Plan Supplement, including the New Second Lien Credit Agreement, the New Second Lien Secured Notes, the Exit Facility Credit Agreement and the Litigation Trust Agreement, on the Effective Date: (i) the obligations of the Debtors under any certificate, share, note, bond, indenture, purchase right, option, warrant, or other instrument or document, except the New Second Lien Credit Agreement, the Exit Facility Credit Agreement, the Litigation Trust Agreement and related documents, directly or indirectly, evidencing or creating any indebtedness or obligation of or ownership interest in the Debtors giving rise to any Claim or Interest (except such certificates, notes, or other instruments or documents evidencing indebtedness or obligations of the Debtors that are specifically Reinstated pursuant to the Plan) shall be cancelled, and the Reorganized Debtor shall not have any continuing obligations thereunder; and (ii) the obligations of the Debtors pursuant, relating, or pertaining to any agreements, indentures, certificates of designation, bylaws, or certificate or articles of incorporation or similar documents governing the shares, certificates, notes, bonds, purchase rights, options, warrants, or other instruments or documents evidencing or creating any indebtedness or obligation of the Debtors (except such agreements, certificates, notes, or other instruments evidencing indebtedness or obligations of the Debtors that are specifically Reinstated pursuant to the Plan) shall be released and discharged; provided, however, notwithstanding Confirmation or the occurrence of the Effective Date, any such indenture or agreement that governs the rights of the Holder of a Claim shall continue in effect solely for purposes of enabling Holders of Allowed Claims to receive distributions under the Plan as provided herein, provided, further, however, that the preceding proviso shall not affect the discharge of Claims or Interests pursuant to the Bankruptcy Code, the Confirmation Order, or the Plan or result in any expense or liability to the Reorganized Debtor, except to the extent set forth in or provided for under this Plan.

M. Corporate Action.

Upon the Effective Date, or as soon thereafter as is reasonably practicable, all actions contemplated by the Plan shall be deemed authorized and approved in all respects, including: (i) entry into the New Corporate Governance Documents; (ii) the distribution of the New GWO Interests; (iii) selection of the directors and officers for the Reorganized Debtor as set forth herein; (iv) implementation of the Restructuring Transactions contemplated by this Plan; (v) merger of GWI and Holdings into GWO; (vi) dissolution of Service; (vii) execution and implementation of the Litigation Trust Agreement; and (viii) all other actions contemplated by

the Plan (whether to occur before on or after the Effective Date). All matters provided for in the Plan involving the corporate structure of the Reorganized Debtor, and any corporate action required by the Debtors or the Reorganized Debtor in connection with the Plan shall be deemed to have occurred and shall be in effect, without any requirement of further action by the directors or officers of the Debtors or the Reorganized Debtor.

On or (as applicable) before the Effective Date, the appropriate officers of the Debtors or the Reorganized Debtor (as applicable) shall be authorized and (as applicable) directed to issue, execute, and deliver the agreements, documents, securities, and instruments contemplated by the Plan (or necessary or desirable to effect the transactions contemplated by the Plan) in the name of and on behalf of the Reorganized Debtor, including the New Corporate Governance Documents, the New Second Lien Secured Notes, the Exit Facility Credit Agreement, the New Second Lien Credit Agreement, the New GWO Interests, the Litigation Trust Agreement and any and all other agreements, documents, securities, and instruments relating to the foregoing. The authorizations and approvals contemplated by this Article IV shall be effective notwithstanding any requirements under non-bankruptcy law. The issuance of the New GWO Interests shall be exempt from the requirements of section 16(b) of the Securities Exchange Act of 1934 (pursuant to Rule 16b-3 promulgated thereunder) with respect to any acquisition of such securities by an officer or director (or a director deputized for purposes thereof) as of the Effective Date.

N. New Certificate of Incorporation and New By-Laws.

On or promptly after the Effective Date, the Reorganized Debtor will file its New Certificate of Incorporation with the Delaware Secretary of State and/or other applicable authorities in Delaware as its state of incorporation in accordance with the corporate laws of Delaware. Pursuant to section 1123(a)(6) of the Bankruptcy Code, the New Certificate of Incorporation will prohibit the issuance of non-voting equity securities. After the Effective Date, the Reorganized Debtor may amend and restate its New Certificate of Incorporation and New By-Laws and other constituent documents as permitted by the laws of Delaware and the New Corporate Governance Documents.

The New Corporate Governance Documents shall be reasonably acceptable to the Reorganized Debtor and the Supporting Lenders.

O. Directors and Officers of the Reorganized Debtor.

As of the Effective Date, the terms of the current members of each of the boards of directors of the Debtors shall expire, and the initial board of directors of the Reorganized Debtor, as well as the officers of the Reorganized Debtor shall be appointed in accordance with the below. Following the Effective Date, the appointment and removal of the members of the board and the officers of the Reorganized Debtor shall be governed by the terms of the New Corporate Governance Documents.

The initial board of directors for the Reorganized Debtor will consist of [•] persons. The Reorganized Debtor's initial officers and initial members of the board of directors shall be disclosed in the Plan Supplement.

P. Effectuating Documents; Further Transactions.

On and after the Effective Date, the Reorganized Debtor and its officers and directors are authorized to and may issue, execute, deliver, file, or record such contracts securities, 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, the New Corporate Governance Documents, the Exit Facility, the Exit Facility Credit Agreement, the New Second Lien Credit Agreement, the New Second Lien Notes, and the New GWO Interests, in the name of and on behalf of the Reorganized Debtor without the need for any approvals, authorization or consents, except for those expressly required under the Plan, the Exit Facility, the Exit Facility Credit Agreement, the New Second Lien Credit Agreement, the New Corporate Governance Documents, the Litigation Trust Agreement or other applicable documents.

Q. Exemption from Certain Taxes and Fees.

Pursuant to section 1146(a) of the Bankruptcy Code, any transfers of property pursuant hereto shall not be subject to any stamp tax or other similar tax or governmental assessment in the United States, and the Confirmation Order shall direct and be deemed to direct the appropriate state or local governmental officials or agents to forgo the collection of any such tax or governmental assessment and to accept for filing and recordation instruments or other documents pursuant to such transfers of property without the payment of any such tax or governmental assessment. Such exemption specifically applies, without limitation, to (i) the creation of any mortgage, deed of trust, lien, or other security interest, (ii) the making or assignment of any lease or sublease, (iii) any Restructuring Transaction authorized by the Plan, or (iv) the making or delivery of any deed or other instrument of transfer under, in furtherance of or in connection with the Plan, including: (a) any merger agreements; (b) agreements of consolidation, restructuring, disposition, liquidation or dissolution; (c) deeds; (d) bills of sale (e) the transfer of Litigation Trust Assets into the Litigation Trust, or (f) assignments executed in connection with any Restructuring Transaction occurring under the Plan.

R. Indemnification Provisions.

As of the Effective Date, the New Corporate Governance Documents shall provide, to the extent not satisfied by any available insurance coverage, for the indemnification, defense, reimbursement, exculpation, and/or limitation of liability of, and advancement of fees and expenses to, current (as of the Petition Date) directors, officers or employees who were employed as directors, officers or employees of such Debtor, on or after the Petition Date at least to the same extent as the bylaws (or other formation documents) of such Debtor on the Petition Date, against any claims or Causes of Action whether direct or derivative, liquidated or unliquidated, fixed, or contingent, disputed or undisputed, matured or unmatured, known or unknown, foreseen or unforeseen, asserted or unasserted, and the Reorganized Debtor shall not amend and/or restate the New Corporate Governance Documents before or after the Effective Date to terminate or materially adversely affect the Reorganized Debtor's obligations or such directors', officers' or employees' rights except as permitted under applicable law; provided, however, that there shall be no indemnification, defense, reimbursement, exculpation, liability,

or advancement of fees and expenses by the Reorganized Debtor with respect to Subordinated Claims.

S. Preservation of Causes of Action.

Unless any Causes of Action against an Entity are transferred to the Litigation Trust as Litigation Trust Assets, or expressly waived, relinquished, exculpated, or released in the Plan or any Final Order, including the waiver of Remaining Avoidance Claims, in accordance with section 1123(b) of the Bankruptcy Code, but subject to Article VIII hereof, the Reorganized Debtor shall retain and may enforce all rights to commence and pursue, as appropriate, any and all Causes of Action, including without limitation any Retained Causes of Action, whether arising before or after the Petition Date, including, but not limited to, any actions specifically enumerated in the Plan Supplement, and the Reorganized Debtor's right to commence, prosecute, or settle such Causes of Action shall be preserved notwithstanding the occurrence of the Effective Date. Except as otherwise expressly provided herein, for the avoidance of doubt, and except as relating to Allowed Class 2 and Class 3 Claims pursuant to the Plan, the preservation of Causes of Action described in the preceding sentence includes, but is not limited to, the Debtors' or the Reorganized Debtor's (i) right to object to Administrative Claims, (ii) right to object to Claims (other than General Unsecured Claims) or otherwise assert any defenses, rights of setoff or recoupment or counterclaim with respect to such Claims, and (iii) right to subordinate Claims. The Reorganized Debtor may pursue such Causes of Action, as appropriate, in accordance with the best interests of the Reorganized Debtor in its discretion. No Entity may rely on the absence of a specific reference in the Plan, the Plan Supplement, or the Disclosure Statement to any Cause of Action against it as any indication that the Debtors or the Reorganized Debtor will not pursue any and all available Causes of Action against it. The Debtors and the Reorganized Debtor expressly reserve all rights to prosecute any and all Causes of Action against any Entity, except as otherwise expressly provided in the Plan.

Unless any Causes of Action against an Entity are transferred to the Litigation Trust as a Litigation Trust Assets or expressly waived, relinquished, exculpated, allowed or released in the Plan or any Final Order, including the waiver of Remaining Avoidance Claims, the Reorganized Debtor reserves and shall retain the applicable Causes of Action notwithstanding the rejection or repudiation of any Executory Contract or Unexpired Lease during the Chapter 11 Cases or pursuant to the Plan. The Reorganized Debtor through its authorized agents or representatives, shall retain and may exclusively enforce any and all such Causes of Action. The Reorganized Debtor shall have the exclusive right, authority, and discretion to determine and to initiate, file, prosecute, enforce, abandon, settle, compromise, release, withdraw, or litigate to judgment any such Causes of Action except as otherwise expressly provided in the Plan and to decline to do any of the foregoing without the consent or approval of any third party or further notice to or action, order, or approval of the Bankruptcy Court.

T. Intercompany Claims

Notwithstanding anything in this Plan to the contrary, on or after the Effective Date, any Intercompany Claims shall be Reinstated, or discharged and satisfied, at the option of the Reorganized Debtor by contributions, distributions, or otherwise or as may be advisable in order

to avoid the incurrence of any past, present or future tax or similar liabilities by the Reorganized Debtor.

**ARTICLE V.
TREATMENT OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES**

A. Assumption and Rejection of Executory Contracts and Unexpired Leases.

On the Effective Date, except as otherwise provided herein, or in any contract, instrument, release, indenture, or other agreement or document entered into in connection with the Plan, Executory Contracts and Unexpired Leases, including those listed on the Rejected Executory Contract and Unexpired Lease List as of the Effective Date, shall be deemed rejected as of the Effective Date, unless such Executory Contract or Unexpired Lease: (i) was assumed, assumed and assigned, or rejected prior to the Effective Date by the Debtors; (ii) previously expired or terminated pursuant to its own terms; (iii) is the subject of a motion to assume Filed on or before the Effective Date; or (iv) is identified as an Executory Contract or Unexpired Lease on the Assumed Executory Contracts and Unexpired Lease List.

Except as otherwise provided herein, or in any contract, instrument, release, indenture, or other agreement or document entered into in connection with the Plan, any Executory Contract or Unexpired Lease on the Assumed Executory Contract and Unexpired Lease List as of the Effective Date shall be Assumed as of the Effective Date, unless such Executory Contract or Unexpired Lease: (i) was assumed, assumed and assigned, or rejected prior to the Effective Date by the Debtors; (ii) previously expired or terminated pursuant to its own terms; or (iii) is the subject of a motion to reject Filed on or before the Effective Date.

Entry of the Confirmation Order shall constitute a Bankruptcy Court order approving the assumption or rejection, as applicable, of such Executory Contracts or Unexpired Leases as set forth in the Plan, the Rejected Executory Contract and Unexpired Leases List or the Assumed Executory Contract and Unexpired Leases List pursuant to sections 365(a) and 1123 of the Bankruptcy Code. Unless otherwise indicated, assumptions or rejections of Executory Contracts and Unexpired Leases pursuant to the Plan are effective as of the Effective Date. Each Executory Contract or Unexpired Lease assumed pursuant to the Plan or by Bankruptcy Court order shall re-vest in and be fully enforceable by the Reorganized Debtor in accordance with its terms, except as such terms may have been modified by the provisions of the Plan, any order of the Bankruptcy Court authorizing and providing for its assumption under applicable federal law or written agreement between the Debtors and the applicable counterparty. Any motions to assume Executory Contracts or Unexpired Leases pending on the Effective Date shall be subject to approval by the Bankruptcy Court on or after the Effective Date by a Final Order.

Any and all Claims for damages arising from the rejection of the Debtors' Executory Contracts or Unexpired Leases must be Filed in accordance with the terms of the Final Order authorizing such rejection and the Bar Date Order, but in no event later than thirty (30) days after the Effective Date to the extent an earlier time has not been established by the Bankruptcy Court. Any Claim for damages arising from the rejection of an Executory Contract or Unexpired Lease that is not Filed within such time period will be forever barred from assertion against the Debtors, the Reorganized Debtor or the Litigation Trust.

Allowed Claims arising from the rejection of the Debtors' Executory Contracts or Unexpired Leases shall be classified as GWI General Unsecured Claims, GWH General Unsecured Claims or GWO/GWCS General Unsecured Claims, as applicable, and shall be treated in accordance with Article III of the Plan, as applicable.

B. Cure of Defaults for Executory Contracts and Unexpired Leases Assumed.

Any monetary defaults under each Executory Contract and Unexpired Lease as reflected on the Assumed Executory Contract and Unexpired Leases List shall be satisfied, pursuant to section 365(b)(1) of the Bankruptcy Code, by payment of the Cure Amount in Cash on the Effective Date, subject to the limitations described below, 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 (i) the amount of the Cure Claim, (ii) the ability of the Reorganized Debtor or any assignee to provide "adequate assurance of future performance" (within the meaning of section 365 of the Bankruptcy Code) under the Executory Contract or Unexpired Lease to be assumed, or assumed and assigned, or (iii) any other matter pertaining to assumption, the Cure Amount payments required by section 365(b)(1) of the Bankruptcy Code shall be made following the entry of a Final Order or orders resolving the dispute and approving the assumption, or the assumption and assignment, or by mutual agreement between Debtors and the applicable counterparty. At least 14 days before the Confirmation Hearing, the Debtors shall distribute, or cause to be distributed, Cure Notices of proposed assumption, and proposed amounts of Cure Claims to the applicable third parties. Any objection by a counterparty to an Executory Contract or Unexpired Lease to a proposed assumption or related cure amount must be Filed, served, and actually received by the Debtors at least three days before the Confirmation Hearing. Any counterparty to an Executory Contract or Unexpired Lease that fails to object timely to the proposed assumption or cure amount will be deemed to have assented to such assumption and cure amount; provided, however, the Debtors shall have the right to alter, amend, modify or supplement the Assumed Executory Contracts and Unexpired Lease List or Rejected Executory Contracts and Unexpired Lease List, as applicable, as identified in the Plan Supplement, through and including the Effective Date. To the extent that the Debtors alter, amend, modify or supplement the lists of Executory Contracts and Unexpired Leases included in the Plan Supplement, the Debtors will provide notice to each counterparty to an affected Executory Contract or Unexpired Lease within three business days of such decision, and any objection of such party to a proposed assumption, assumption and assignment, or related Cure Amount relating to such Executory Contract or Unexpired Lease shall be Filed within 14 days of the date of service of such notice.

Assumption of any Executory Contract or Unexpired Lease pursuant to the Plan or otherwise shall result in the full release and satisfaction of any Claims or defaults, whether monetary or nonmonetary, including defaults of provisions restricting the change in control or ownership interest composition or other bankruptcy-related defaults, arising under any assumed Executory Contract or Unexpired Lease at any time before the date the Debtors or Reorganized Debtor assume such Executory Contract or Unexpired Lease. Any Proofs of Claim Filed with respect to an Executory Contract or Unexpired Lease that has been assumed shall be deemed disallowed and expunged, without further notice to or action, order or approval of the Bankruptcy Court.

C. Insurance Policies.

All of the Debtors' Insurance Contracts and any agreements, documents, or instruments relating thereto, are treated as and deemed to be Executory Contracts under the Plan. On the Effective Date, the Debtors shall be deemed to have assumed all insurance policies and any agreements, documents, and instruments related thereto unless such Executory Contract (i) was assumed, assumed and assigned, or rejected prior to the Effective Date by the Debtors; (ii) previously expired or terminated pursuant to its own terms; (iii) is the subject of a motion to reject Filed on or before the Effective Date; (iv) is identified as an Executory Contract or Unexpired Lease on the Rejected Executory Contracts and Unexpired Lease List, or (v) is the subject of a dispute regarding the Cure Claim.

Notwithstanding anything to the contrary contained herein, to the extent the Debtors have insurance with respect to any Allowed General Unsecured Claim, the holder of such Allowed Claim shall (a) be paid any amount from the proceeds of insurance to the extent that the Claim is insured, and (b) receive the treatment provided for in this Plan for such Allowed General Unsecured Claims to the extent of that portion of the Claim for which the applicable insurance policy does not provide coverage.

Notwithstanding anything to the contrary in the Disclosure Statement, the Plan, the Plan Supplement, the Confirmation Order, any other document related to any of the foregoing or any other order of the Bankruptcy Court (including, without limitation, any other provision that purports to be preemptory or supervening or grants an injunction or release, including, but not limited to, the injunctions set forth in Article VIII hereof): (a) on the Effective Date, the Reorganized Debtor shall assume all Insurance Contracts; (b) nothing in the Disclosure Statement, the Plan, the Plan Supplement or the Confirmation Order alters, modifies or otherwise amends the terms and conditions of (or the coverage provided by) any of the Insurance Contracts, except that as of the Effective Date, the Reorganized Debtor shall become and remain liable for all of the Debtors' obligations and liabilities thereunder regardless of whether such obligations and liabilities arise before or after the Effective Date; (c) nothing in the Disclosure Statement, the Plan, Plan Supplement, the Confirmation Order, any prepetition or administrative claim bar date order (or notice) or claim objection order alters or modifies the duty, if any, that the insurers or third party administrators have to pay claims covered by the Insurance Contracts and their right to seek payment or reimbursement from any Debtor (or after the Effective Date, the Reorganized Debtor) or draw on any collateral or security therefor; (d) insurers and third party administrators shall not need to nor be required to File or serve any objection to a Cure Notice or a request, application, Claim, Proof of Claim or motion for payment and shall not be subject to the any Claims Bar Date or similar deadline governing Cure Amounts or Claims; and (e) the automatic stay of Bankruptcy Code section 362(a) and the injunctions set forth in Article VIII hereof, if and to the extent applicable, shall be deemed lifted without further order of the Bankruptcy Court, solely to permit: (A) claimants with valid claims covered by any of the Insurance Contracts ("Insured Claims") to proceed with their claims; (B) insurers and/or third party administrators to administer, handle, defend, settle, and/or pay, in the ordinary course of business and without further order of the Bankruptcy Court, (i) all Insured Claims, and (ii) all costs in relation to each of the foregoing; (C) the insurers and/or third party administrators to draw against any or all of any collateral or security provided by or on behalf of the applicable Debtor (or the Reorganized Debtor, as applicable) at any time and to hold the proceeds thereof as

security for the obligations of such Debtor (and the Reorganized Debtor, as applicable) to the applicable insurers and/or third party administrators and/or apply such proceeds to the obligations of such Debtor (and the Reorganized Debtor, as applicable) under the Insurance Contracts, in such order as the applicable insurers and/or third party administrators may determine; and (D) the insurers and/or third party administrators to (i) cancel any policies under the Insurance Contracts, and (ii) take other actions relating thereto, to the extent permissible under applicable non-bankruptcy law, each in accordance with the terms of the Insurance Contracts.

D. Modifications, Amendments, Supplements, Restatements, or Other Agreements.

Unless otherwise provided in the Plan, each Executory Contract or Unexpired Lease that is assumed shall include all modifications, amendments, supplements, restatements, or other agreements that in any manner affect such Executory Contract or Unexpired Lease, and Executory Contracts and Unexpired Leases related thereto, if any, including easements, licenses, permits, rights, privileges, immunities, options, rights of first refusal, and any other interests, unless any of the foregoing agreements has been previously rejected or repudiated or is rejected or repudiated under the Plan.

Modifications, amendments, supplements, and restatements to prepetition Executory Contracts and Unexpired Leases that have been executed by the Debtors during the Chapter 11 Cases shall not be deemed to alter the prepetition nature of the Executory Contract or Unexpired Lease, or the validity, priority, or amount of any Claims that may arise in connection therewith.

E. Reservation of Rights.

Neither the exclusion nor inclusion of any Executory Contract or Unexpired Lease on the Assumed Executory Contract and Unexpired Lease List or the Rejected Executory Contract and Unexpired Lease List, nor anything contained in the Plan, shall constitute an admission by the Debtors that any such contract or lease is in fact an Executory Contract or Unexpired Lease or that any Reorganized Debtor has any liability thereunder. If, prior to the Effective Date, there is a dispute regarding whether a contract or lease is or was executory or unexpired at the time of assumption, assumption and assignment, or rejection, the Debtors, or Reorganized Debtor, as applicable, in consultation with the Supporting Lenders, shall have 28 days following entry of a Final Order resolving such dispute to alter their treatment of such contract or lease under the Plan.

F. Nonoccurrence of Effective Date.

In the event that the Effective Date does not occur, the Bankruptcy Court shall retain jurisdiction with respect to any request to extend the deadline for assuming or rejecting Unexpired Leases pursuant to section 365(d)(4) of the Bankruptcy Code.

G. Contracts and Leases Entered Into After the Petition Date.

Contracts and leases entered into after the Petition Date by any Debtor, including any Executory Contracts and Unexpired Leases assumed by such Debtor (or assumed and assigned to the Reorganized Debtor), will be performed by the Reorganized Debtor in the ordinary course of

its business. Accordingly, such contracts and leases (including any assumed Executory Contracts and Unexpired Leases) that have not been released or satisfied in full as of the Confirmation Date or under the Plan or Confirmation Order will survive and remain unaffected by entry of the Confirmation Order.

ARTICLE VI. PROVISIONS GOVERNING DISTRIBUTIONS

A. Timing of Distributions

Distributions shall be made as soon as reasonably practicable after the later of the Effective Date or the date that such Claim becomes an Allowed Claim, notwithstanding anything to the contrary in the Plan or Confirmation Order. In the event that any payment or act under the Plan is required to be made or performed on a date that is not a Business Day, then the making of such payment or the performance of such act may be completed on the next succeeding Business Day, but shall be deemed to have been completed as of the required date. If and to the extent that there are Disputed Claims, distributions on account of any such Disputed Claims shall be made pursuant to the provisions set forth in Article VII of the Plan. The Debtors shall have no obligation to recognize any transfer of Claims or Interests occurring on or after the Distribution Record Date.

B. Disbursing Agent.

Except as otherwise provided in the Plan, all distributions under the Plan shall be made by the applicable Disbursing Agent on the Effective Date. To the extent the Disbursing Agent is the Reorganized Debtor, the Litigation Trust or the Litigation Trustee, the Disbursing Agent shall not be required to give any bond or surety or other security for the performance of its duties unless otherwise ordered by the Bankruptcy Court.

C. Interest and Penalties on Claims

Except as otherwise provided in the Plan, Holders of Claims shall not be entitled to any interest, dividend, penalty or accrual on the distributions provided for in the Plan, regardless of whether such distributions are delivered on or at any time after the Effective Date.

D. De Minimis Distributions

Notwithstanding anything in the Plan to the contrary, the applicable Disbursing Agent shall not be required to distribute, and shall not distribute, Cash or other property to the Holder of any Allowed Claim if the amount of Cash or other property to be distributed on account of such Claim on any given Distribution Date is less than \$50.00, and such amount shall be distributed Pro Rata to other Holders of Allowed Claims entitled to a Distribution on such Distribution Date in accordance with the terms of the Plan. Any Holder of an Allowed Claim on account of which the amount of Cash or other property to be distributed on any given Distribution Date is less than \$50.00 shall be forever barred from asserting any Claim with respect to such eliminated Distribution against any Estate Assets.

E. Fractional Distributions

Notwithstanding anything in the Plan to the contrary, no payment of fractional cents shall be made pursuant to the Plan. Whenever any payment of a fraction of a cent under the Plan would otherwise be required, the actual Distribution made shall reflect a rounding of such fraction to the nearest whole penny (up or down), with half cents or more being rounded up and fractions less than half of a cent being rounded down.

F. No Distributions with Respect to Certain Claims

Notwithstanding anything in the Plan to the contrary, no Distributions or other consideration of any kind shall be made on account of any contingent Claim, Disputed Claim, or unliquidated Claim unless and until such Claim becomes an Allowed Claim, and then only to the extent that such Claim becomes an Allowed Claim. Claims Allowed against multiple Debtors on account of the same underlying obligation shall not receive duplicate satisfactions or Distributions.

G. Rights and Powers of Disbursing Agent.

1. Powers of the Disbursing Agent.

The Disbursing Agent shall be empowered to: (i) effect all actions and execute all agreements, instruments, and other documents necessary to perform its duties under the Plan; (ii) make all distributions contemplated hereby; (iii) employ professionals to represent it with respect to its responsibilities; and (iv) exercise such other powers as may be vested in the Disbursing Agent by order of the Bankruptcy Court, pursuant to the Plan, as deemed by the Disbursing Agent to be necessary and proper to implement the provisions hereof or with respect to the Litigation Trustee, pursuant to the Litigation Trust Agreement.

2. Expenses Incurred On or After the Effective Date.

Except as otherwise ordered by the Bankruptcy Court, the amount of any reasonable fees and out-of-pocket expenses incurred by the Disbursing Agent on or after the Effective Date (including taxes) and any reasonable compensation and out-of-pocket expense reimbursement claims (including reasonable attorney fees and expenses) made by the Disbursing Agent, shall be paid in Cash by the Reorganized Debtor where it is acting as Disbursing Agent, or by the Litigation Trust where it or the Litigation Trustee is acting as Disbursing Agent in accordance herewith.

H. Delivery of Distributions and Undeliverable or Unclaimed Distributions.

1. Delivery of Distributions.

Subject to this Article VI, distributions under the Plan on account of Allowed Claims shall not be subject to levy, garnishment, attachment, or like legal process, so that each Holder of an Allowed Claim shall have and receive the benefit of the distributions in the manner set forth in the Plan. Distributions to each Holder of Allowed Claims shall be made (a) at the address set forth in the applicable Proof of Claim Filed by such Holder, (b) at the address reflected in the Schedules if no Proof of Claim has been filed, or (c) at the address set forth in any change of address notice delivered in writing to the Reorganized Debtor or the Litigation Trustee, as applicable, by such Holder. The Debtors, the Reorganized Debtor, the Litigation Trust, the Litigation Trustee and the Disbursing Agent, as applicable, shall not incur any liability whatsoever on account of any Distributions under the Plan except for gross negligence or willful misconduct.

2. Undeliverable Distributions and Unclaimed Property.

In the event that any Distribution to any Holder is returned as undeliverable, no Distribution to such Holder shall be made unless and until the Disbursing Agent has determined the then-current address of such Holder, at which time such Distribution shall be made to such Holder without interest; provided, however, that such Distributions shall be deemed unclaimed property under section 347(b) of the Bankruptcy Code at the expiration of one hundred twenty (120) days from the later of (i) the Effective Date and (ii) the date of the distribution. After such date, all unclaimed property or interests in property shall revert to the Reorganized Debtor or the Litigation Trust, as applicable, automatically and without need for a further order by the Bankruptcy Court (notwithstanding any applicable federal or state escheat, abandoned, or unclaimed property laws to the contrary), and the Claim of any Holder or other Entity to such property or interest in property shall be discharged and forever barred.

I. Manner of Payment.

1. All Distributions of New GWO Interests under the Plan shall be made by the Reorganized Debtor.

2. All Distributions under the Plan to the Holder of any Allowed Claim shall be made by the Disbursing Agent on behalf of the Reorganized Debtor or the Litigation Trust, as the case may be.

3. At the option and in the sole discretion of the Disbursing Agent, any Cash payment to be made hereunder may be made by check or wire transfer; provided, however, that in the case of each of the Second Lien Lenders, any Cash Distributions shall be made by wire. Requests for reissuance of any check must be made within sixty (60) days after the date of issuance thereof, and such request shall be made directly to the Reorganized Debtor or the Litigation Trustee, as applicable.

J. Section 1145 Exemption.

The Holders of the Allowed Class 3 Last Out Second Lien Secured Claims will receive shares of New GWO Interests pursuant to the Plan. Pursuant to section 1145 of the Bankruptcy Code, the offering, issuance, and distribution of the New GWO Interests as contemplated by Article IV.F of the Plan shall be exempt from, among other things, the registration requirements of section 5 of the Securities Act and any other applicable law requiring registration prior to the offering, issuance, distribution, or sale of Securities.

In addition, under section 1145 of the Bankruptcy Code, such New GWO Interests will be freely tradable in the U.S. by the recipients thereof, subject to the provisions of section 1145(b)(1) of the Bankruptcy Code relating to the definition of an underwriter in section 2(a)(11) of the Securities Act, and compliance with applicable securities laws and any rules and regulations of the Securities and Exchange Commission, if any, applicable at the time of any future transfer of such Securities or instruments and subject to any restrictions in the New Corporate Governance Documents, including the New Certificates of Incorporation.

K. Compliance with Tax Requirements.

In connection with the Plan, to the extent applicable, the Reorganized Debtor and the Litigation Trustee shall comply with all tax withholding and reporting requirements imposed on them by any Governmental Unit, and all Distributions pursuant to the Plan shall be subject to such withholding and reporting requirements. Notwithstanding any provision in the Plan to the contrary, the Reorganized Debtor, the Litigation Trustee, and any Disbursing Agent shall be authorized to take all actions necessary or appropriate to comply with such withholding and reporting requirements, including, but not limited to, requiring each Holder of a Claim to provide it with an executed current Form W-9, Form W-8, or similar tax form as a prerequisite to receiving a Distribution. Notwithstanding any other provision of the Plan, (a) each Holder of an Allowed Claim 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 including, in the case of any Holder of a Disputed Claim that has become an Allowed Claim, any tax obligation that would be imposed on the Reorganized Debtors or the Litigation Trustee, as applicable, in connection with such Distribution, and (b) no Distribution shall be made to or on behalf of such Holder pursuant to the Plan unless and until such Holder has made arrangements reasonably satisfactory to the Reorganized Debtors or the Litigation Trustee, as applicable, for the payment and satisfaction of such withholding tax obligations or such tax obligation that would be imposed in connection with such Distribution.

L. Forfeiture of Distributions

If the Holder of a Claim fails to cash a check payable to it within the time period set forth in Article VI.I, fails to claim an undeliverable Distribution within the time limit set forth in Article VI.H, or fails to complete and return to the Reorganized Debtor or the Litigation Trustee, as applicable, the appropriate Form W-8 or Form W-9 within sixty (60) calendar days after a request for the completion and return of the appropriate form pursuant to Article VI.K, then such Holder shall be deemed to have forfeited its right to any reserved and future Distributions, and the Claims of such Holder shall be waived, discharged and forever barred without further order of the Bankruptcy Court. Any such forfeited Distributions that would have been paid to the Holder of such Claim shall be deemed to have reverted back to the Reorganized Debtors or Litigation Trust, as applicable, for all purposes, including, but not limited to, for Distribution to Holders of other Allowed Claims, notwithstanding any federal or state escheat laws to the contrary.

M. Allocations.

Distributions in respect of Allowed Claims shall be allocated first to the principal amount of such Claims (as determined for federal income tax purposes) and then, to the extent the consideration exceeds the principal amount of the Claims, to any portion of such Claims for accrued but unpaid interest.

N. Setoffs and Recoupment.

Except as otherwise provided under the Plan, the Debtors or the Reorganized Debtor, the Litigation Trust or the Litigation Trustee, as applicable, may, but shall not be required to, setoff against or recoup from any Claims of any nature whatsoever that the Debtors, the Reorganized Debtor, the Litigation Trust or the Litigation Trustee, as applicable, may have against the claimant, but neither the failure to do so nor the allowance of any Claim hereunder shall constitute a waiver or release by the Debtors, the Reorganized Debtor, the Litigation Trust or the Litigation Trustee, as applicable, of any claim it may have against the Holder of such Claim.

O. Claims Paid or Payable by Third Parties.

1. Claims Paid by Third Parties.

The Debtors, the Reorganized Debtor, the Litigation Trust or the Litigation Trustee, as applicable, shall reduce in full a Claim, and such Claim shall be disallowed without a Claim objection having to be Filed and without any further notice to or action, order, or approval of the Bankruptcy Court, to the extent that the Holder of such Claim receives payment in full on account of such Claim from a party that is not Debtors, the Reorganized Debtor, the Litigation Trust or the Litigation Trustee, as applicable. Subject to the last sentence of this paragraph, to the extent a Holder of a Claim receives a distribution on account of such Claim and receives payment from a party that is not Debtors, the Reorganized Debtor, the Litigation Trust or the Litigation Trustee, as applicable, on account of such Claim, such Holder shall, within two weeks of receipt thereof, repay or return the distribution to the Reorganized Debtor or the Litigation Trust, as applicable, to the extent the Holder's total recovery on account of such Claim from the third party and under the Plan exceeds the amount of such Claim as of the date of any such

distribution under the Plan. The failure of such Holder to timely repay or return such distribution shall result in the Holder owing the Reorganized Debtor or the Litigation Trust, as applicable, annualized interest at the Federal Judgment Rate on such amount owed for each Business Day after the two-week grace period specified above until the amount is repaid.

2. Claims Payable by Third Parties.

No distributions under the Plan shall be made on account of an Allowed Claim that is payable pursuant to one of the Debtors' insurance policies until the Holder of such Allowed Claim has exhausted all remedies with respect to such insurance policy. To the extent that one or more of the Debtors' insurers agrees to satisfy in full or in part a Claim, then immediately upon such insurers' agreement, the applicable portion of such Claim may be expunged without a Claims objection having to be Filed and without any further notice to or action, order, or approval of the Bankruptcy Court.

3. Applicability of Insurance Policies.

Except as otherwise provided in the Plan, distributions to Holders of Allowed Claims shall be in accordance with the provisions of any applicable insurance policy. Nothing contained in the Plan shall constitute or be deemed a waiver of any Cause of Action that the Debtors, the Reorganized Debtor, or any Entity, including but not limited to the Litigation Trust or Litigation Trustee, may hold against any other Entity, including insurers under any policies of insurance, nor shall anything contained herein constitute or be deemed a waiver by such insurers of any defenses, including coverage defenses, held by such insurers.

**ARTICLE VII.
PROCEDURES FOR RESOLVING CONTINGENT,
UNLIQUIDATED, AND DISPUTED CLAIMS**

A. Prosecution of Objections to Claims.

The Litigation Trust shall have the exclusive authority to File, settle, compromise, withdraw or litigate to judgment any objections to General Unsecured Claims. The Debtors or the Reorganized Debtor, as applicable, shall have the exclusive authority to File, settle, compromise, withdraw or litigate to judgment any objections to all other Claims, other than Fee Claims, as provided under the Plan (with Fee Claims being subject to objection by any Person with standing to object) provided, however, for the avoidance of doubt, the U.S. Trustee shall have standing to object to Fee Claims. From and after the Effective Date, the Reorganized Debtor and the Litigation Trust, as applicable, may settle or compromise any Disputed Claim without notice to or action, order or approval of the Bankruptcy Court. The Debtors, the Reorganized Debtor, the Litigation Trust, and the Litigation Trustee reserve all rights to resolve any Disputed Claim outside the Bankruptcy Court under applicable governing law.

B. Claims Administration Responsibilities.

The Debtors, the Reorganized Debtor, the Litigation Trust and Litigation Trustee, as applicable, may, in their discretion, File with the Bankruptcy Court (or any other court of competent jurisdiction) an objection to the allowance of any Claim or any other appropriate

motion or adversary proceeding with respect thereto, and the Debtors, the Reorganized Debtor, the Litigation Trust and Litigation Trustee, as applicable, shall have the right to compromise, settle, withdraw or litigate to judgment any objections to such Claims. Any objections to Claims, other than Fee Claims and Administrative Claims, shall be served and Filed on or before the Claims Objection Deadline, which date may be extended by entry of an order by the Bankruptcy Court on motion of the Reorganized Debtor, Litigation Trust or the Litigation Trustee. The Claim Objection Deadline shall automatically be extended as provided by Local Rule 9006-2 upon the Filing of a motion by the Reorganized Debtor or the Litigation Trustee, as applicable, requesting an extension of the Claim Objection Deadline.

C. Estimation of Claims.

Before or after the Effective Date, the Debtors, the Reorganized Debtor, the Litigation Trust or the Litigation Trustee, as applicable, may (but are not required to) at any time request that the Bankruptcy Court estimate any Disputed Claim that is contingent or unliquidated pursuant to section 502(c) of the Bankruptcy Code for any reason, regardless of whether any party previously has objected to such Claim or Interest or whether the Bankruptcy Court has ruled on any such objection, and the Bankruptcy Court shall retain jurisdiction to estimate any such Claim or Interest, including during the litigation of any objection to any Claim or Interest or during the appeal relating to such objection. Notwithstanding any provision otherwise in the Plan, a Claim that has been expunged from the Claims Register, but that either is subject to appeal or has not been the subject of a Final Order, shall be deemed to be estimated at zero dollars, unless otherwise ordered by the Bankruptcy Court. In the event that the Bankruptcy Court estimates any contingent or unliquidated Claim or Interest, that estimated amount shall constitute a maximum limitation on such Claim or Interest for all purposes under the Plan (including for purposes of distributions), and the Reorganized Debtor or the Litigation Trustee, as applicable, may elect to pursue any supplemental proceedings to object to any ultimate distribution on such Claim or Interest.

D. Adjustment to Claims Without Objection.

Any Claim or Interest that has been paid or satisfied, or any Claim or Interest that has been amended or superseded, cancelled, or otherwise expunged (including pursuant to the Plan), may, in accordance with the Bankruptcy Code and Bankruptcy Rules, be adjusted or expunged (including on the Claims Register, to the extent applicable) by the Reorganized Debtor or the Litigation Trustee, as applicable, without a Claim objection having to be Filed and without any further notice to or action, order, or approval of the Bankruptcy Court.

E. Disallowance of Claims.

Other than the Allowed Secured Lender Claims, any Claims held by Entities who are defendants in any Cause of Action and from which property is recoverable under section 542, 543, 550, or 553 of the Bankruptcy Code or that is a transferee of a transfer avoidable under section 522(f), 522(h), 544, 545, 548, 549, or 724(a) of the Bankruptcy Code, shall be deemed disallowed pursuant to section 502(d) of the Bankruptcy Code, and Holders of such Claims may not receive any distributions on account of such Claims until such time as such Causes of Action against that Entity have been settled or a Bankruptcy Court order with respect thereto has been

entered and all sums due, if any, to the Debtors by that Entity have been turned over or paid to the Reorganized Debtor. All Claims Filed on account of an indemnification obligation to a director, officer, or employee shall be deemed satisfied and expunged from the Claims Register as of the Effective Date to the extent such indemnification obligation is assumed (or honored or reaffirmed, as the case may be) pursuant to the Plan, without any further notice to or action, order, or approval of the Bankruptcy Court.

F. No Distributions to Holders of Disputed Claims.

Notwithstanding any other provision of the Plan, (1) no payments or distributions will be made on account of a Disputed Claim until such Claim becomes an Allowed Claim, if ever and (2) except as otherwise agreed to by the relevant parties, no partial payments and no partial distributions shall be made with respect to a Disputed Claim until all such disputes in connection with such Disputed Claim have been resolved by settlement or Final Order. To the extent that a Disputed Claim ultimately becomes an Allowed Claim, distributions (if any) shall be made to the Holder of such Allowed Claim in accordance with the provisions of the Plan. On the Distribution Date that is at least 30 days after a Disputed Claim becomes an Allowed Claim (or such lesser period as the Disbursing Agent may determine), the Holder of such Claim shall receive the distribution (if any) to which such Holder would have been entitled under the Plan as of the Effective Date (including any payments such Holder would have been entitled to on the Distribution Date on which such Holder is receiving its initial payment) if such claim had been Allowed as of the Effective Date, without any interest to be paid on account of such Claim.

G. Distributions After Allowance.

To the extent that a Disputed Claim ultimately becomes an Allowed Claim, Distributions (if any) shall be made to the Holder of such Allowed Claim in accordance with the provisions of the Plan. On the date that is at least 30 days after a Disputed Claim becomes an Allowed Claim (or such lesser period as the Disbursing Agent may determine), the Holder of such Claim shall receive the Distribution (if any) to which such Holder would have been entitled under the Plan as of the Effective Date (including any payments such Holder would have been entitled to on the date on which such Holder is receiving its initial payment) if such claim had been Allowed as of the Effective Date, without any interest to be paid on account of such Claim.

ARTICLE VIII.

SETTLEMENT, RELEASE, INJUNCTION, AND RELATED PROVISIONS

A. Compromise and Settlement of Claims, Interests, and Controversies.

Pursuant to sections 363 and 1123 of the Bankruptcy Code and Bankruptcy Rule 9019, and in consideration for the distributions and other benefits provided pursuant to the Plan, the provisions of the Plan shall constitute a good faith compromise of substantially all Claims, Interests, and controversies relating to the contractual, legal, and equitable rights that a Holder of a Claim may have with respect to any Allowed Claim or Interest or any distribution to be made on account of such Allowed Claim or Interest. The entry of the Confirmation Order shall constitute the Bankruptcy Court's approval of the compromise or settlement of all such Claims, Interests, and controversies, as well as a finding by the Bankruptcy Court that such compromise

or settlement is in the best interests of the Debtors, the Estates, and Holders, and is fair, equitable, and reasonable. In accordance with the provisions of the Plan, pursuant to section 363 of the Bankruptcy Code and Bankruptcy Rule 9019(a), without any further notice to or action, order, or approval of the Bankruptcy Court, after the Effective Date, the Reorganized Debtor may compromise and settle claims and Causes of Action against other Entities.

B. Discharge of Claims and Termination of Interests.

Pursuant to section 1141(d) of the Bankruptcy Code, and except as otherwise specifically provided in the Plan or in any contract, instrument or other agreement or document created pursuant to the Plan, the distributions, rights and treatment that are provided in the Plan shall be in complete satisfaction, discharge, and release, effective as of the Effective Date, of Claims (including any Intercompany Claims resolved or compromised after the Effective Date by the Reorganized Debtor), Interests, and Causes of Action of any nature whatsoever, including any interest accrued on Claims or Interests from and after the Petition Date, whether known or unknown, against, liabilities of, Liens on, obligations of, rights against, and Interests in, the Debtors or any of their assets or properties, regardless of whether any property shall have been distributed or retained pursuant to the Plan on account of such Claims and Interests, including demands, liabilities, and Causes of Action that arose before the Effective Date, any liability (including withdrawal liability) to the extent such Claims or Interests relate to services performed by employees of the Debtors before the Effective Date and that arise from a termination of employment, any contingent or non-contingent liability on account of representations or warranties issued on or before the Effective Date, and all debts of the kind specified in sections 502(g), 502(h), or 502(i) of the Bankruptcy Code, in each case whether or not: (1) a Proof of Claim based upon such debt, right, or Interest is Filed or deemed Filed pursuant to section 501 of the Bankruptcy Code; (2) a Claim or Interest based upon such debt, right, or Interest is Allowed pursuant to section 502 of the Bankruptcy Code; or (3) the Holder of such a Claim or Interest has accepted the Plan. Any default by the Debtors or their Affiliates with respect to any Claim or Interest that existed immediately before or on account of the filing of the Chapter 11 Cases shall be deemed cured on the Effective Date. Except as otherwise provided in the Plan or in any contract, instrument, release, or other agreement or document created pursuant to the Plan, on the Effective Date, the Confirmation Order shall be a judicial determination of the discharge of all Claims and Interests.

C. Release of Liens.

Except as otherwise provided in the Plan or in any contract, instrument, release, or other agreement or document created pursuant to the Plan, including with respect to the New Second Lien Secured Notes and the Exit Facility, on the Effective Date and concurrently with the applicable distributions made pursuant to the Plan and, in the case of an Allowed Other Secured Claim, satisfaction in full of the portion of such Allowed Other Secured Claim that is Allowed as of the Effective Date, all mortgages, deeds of trust, Liens, pledges, or other security interests against any property of the Estates shall be fully released and discharged, and all of the right, title, and interest of any Holder of such mortgages, deeds of trust, Liens, pledges, or other security interests shall revert to the Reorganized Debtor.

D. Releases by the Debtors.

Pursuant to section 1123(b) of the Bankruptcy Code, and except as otherwise specifically provided in the Plan, for good and valuable consideration, including the service of the Released Parties to facilitate the expeditious reorganization of the Debtors and the implementation of the restructuring contemplated by the Plan, as of the Effective Date of the Plan, the Debtors, on behalf of themselves and their Affiliates, the Estates and their respective successors and assigns, and any and all Entities who may purport to claim by, through, on behalf of or for the benefit of any of the Debtors or the Estates, expressly, unconditionally, irrevocably, generally, and individually and collectively release, acquit and discharge each Released Party from any and all actions, claims, interests, obligations, rights, suits, damages, Causes of Action, remedies, and liabilities whatsoever, whether known or unknown, foreseen or unforeseen, matured or unmatured, existing or hereafter arising, in law, equity, contract, tort, or otherwise, by statute or otherwise, that such releasing party ever had, now has, or hereafter can, shall, or may have, based on or relating to, or in any manner arising from, in whole or in part, the Debtors, the Debtors' restructuring, the Chapter 11 Cases, the purchase, sale, or rescission of the purchase or sale of any Security of the Debtors, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the business or contractual arrangements between any Debtor and any Released Party, the restructuring of Claims and Interests before or during the Chapter 11 Cases, the negotiation, formulation or preparation of the Plan, the Plan Supplement, the Disclosure Statement, any forbearance agreement, or related agreements, instruments, or other documents, or any other act or omission, transaction, transfer, agreement, event, or other occurrence relating to the Debtors, taking place on or before the Effective Date of the Plan, including any Released Claims, other than with respect to Claims or liabilities arising out of or relating to any act or omission of such Released Party unknown to the Debtors as of the Effective Date that constitute gross negligence, willful misconduct, or actual fraud, in each case as determined by Final Order of a court of competent jurisdiction.

E. Releases by Holders of Claims and Interests

As of the Effective Date of the Plan, each Holder of a Claim or Interest shall be deemed to have expressly, unconditionally, irrevocably, generally, and individually and collectively, released, acquitted, and discharged each Released Party from any and all actions, claims, interests, obligations, rights, suits, damages, Causes of Action, remedies, and liabilities whatsoever, including any derivative claims asserted on behalf of a Debtor, whether known or unknown, foreseen or unforeseen, matured or unmatured, existing or hereafter arising, in law, equity, contract, tort, or otherwise, by statute or otherwise, that such Holder (whether individually or collectively) ever had, now has, or hereafter can, shall, or may have, based on or relating to, or in any manner arising from, in whole or in part, the Debtors, the Debtors' restructuring, the Chapter 11 Cases, the purchase, sale, or rescission of the purchase or sale of any Security of the Debtors, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the business or contractual arrangements between any Debtor and any Released Party, the restructuring of Claims and Interests before or during the Chapter 11 Cases, the negotiation, formulation, or preparation of the Plan, the Plan Supplement, the Disclosure

Statement, any forbearance agreement, or related agreements, instruments, or other documents, or any other act or omission, transaction, transfer, agreement, event, or other occurrence relating to the Debtors, taking place on or before the Effective Date of the Plan, including any Released Claims, other than with respect to Claims or liabilities arising out of or relating to any act or omission of such Released Party unknown to such Holder as of the Effective Date that constitute gross negligence, willful misconduct, or actual fraud, in each case, as determined by Final Order of a court of competent jurisdiction. The provisions of this Article VIII.E, and subparagraph (d) in the definition of Exculpated Parties, are subject to the approval of the Bankruptcy Court in connection with confirmation of this Plan, and may be limited, with the consent of the Supporting Lenders, in connection therewith; provided further that these provisions may be deleted from the Plan with the consent of the Supporting Lenders at any time prior to entry of any Confirmation Order.

F. Exculpation.

On the Effective Date, for good and valuable consideration, the adequacy of which is hereby confirmed, to the maximum extent permitted by law, none of the Exculpated Parties shall have or incur any liability to any Entity, including to any Holder of a Claim or an Interest, for any prepetition or postpetition act or omission in connection with, relating to, or arising out of the Debtors, the Chapter 11 Cases, the formulation, negotiation, preparation, dissemination, solicitation of acceptances, implementation, confirmation or consummation of the Plan, the Disclosure Statement, or any contract, instrument, release, or other agreement or document created, executed, or contemplated in connection with the Plan, or the administration of the Plan or the property to be distributed under the Plan, except for those that result from any such act or omission that is determined in a Final Order to have constituted actual fraud, gross negligence, or willful misconduct. For purposes of the foregoing, it is expressly understood that any act or omission effected with the approval of the Bankruptcy Court will be deemed not to constitute actual fraud or willful misconduct unless the approval of the Bankruptcy Court was obtained by fraud or misrepresentation, and in all respects, the Exculpated Parties shall be entitled to rely on the written advice of counsel with respect to their duties and responsibilities under, or in connection with, the Chapter 11 Cases, the Plan, and the administration thereof.

G. Injunction.

FROM AND AFTER THE EFFECTIVE DATE, ALL ENTITIES ARE PERMANENTLY ENJOINED FROM COMMENCING OR CONTINUING IN ANY MANNER, ANY CAUSE OF ACTION DISCHARGED, RELEASED OR TO BE RELEASED PURSUANT TO THE PLAN OR THE CONFIRMATION ORDER.

FROM AND AFTER THE EFFECTIVE DATE, TO THE EXTENT OF THE DISCHARGE AND THE RELEASES AND EXCULPATION GRANTED IN ARTICLE VIII HEREOF, ALL ENTITIES SHALL BE PERMANENTLY ENJOINED FROM COMMENCING OR CONTINUING IN ANY MANNER AGAINST THE RELEASED PARTIES AND THE EXCULPATED PARTIES AND THEIR ASSETS AND PROPERTIES, AS THE CASE MAY BE, ANY SUIT, ACTION, OR OTHER PROCEEDING, ON ACCOUNT

OF OR RESPECTING ANY CLAIM, DEMAND, LIABILITY, OBLIGATION, DEBT, RIGHT, CAUSE OF ACTION, INTEREST, OR REMEDY DISCHARGED, RELEASED OR EXCULPATED OR TO BE RELEASED OR EXCULPATED PURSUANT TO ARTICLE VIII HEREOF.

WITHOUT LIMITING THE FOREGOING, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THE PLAN, THE PLAN SUPPLEMENT, OR RELATED DOCUMENTS, OR IN OBLIGATIONS ISSUED PURSUANT TO THE PLAN, ALL ENTITIES WHO HAVE HELD, HOLD, OR MAY HOLD CLAIMS OR INTERESTS THAT HAVE BEEN DISCHARGED PURSUANT TO ARTICLE VIII.B OR RELEASED PURSUANT TO ARTICLE VIII.D OR ARTICLE VIII.E, OR ARE SUBJECT TO EXCULPATION PURSUANT TO ARTICLE VIII.F ARE PERMANENTLY ENJOINED, FROM AND AFTER THE EFFECTIVE DATE, FROM TAKING ANY OF THE FOLLOWING ACTIONS AGAINST, AS APPLICABLE, THE DEBTORS, THE REORGANIZED DEBTOR, THE RELEASED PARTIES OR THE EXCULPATED PARTIES: (i) COMMENCING OR CONTINUING IN ANY MANNER ANY ACTION OR OTHER PROCEEDING OF ANY KIND ON ACCOUNT OF OR IN CONNECTION WITH OR WITH RESPECT TO ANY SUCH CLAIMS OR INTERESTS; (ii) ENFORCING, ATTACHING, COLLECTING, OR RECOVERING BY ANY MANNER OR MEANS ANY JUDGMENT, AWARD, DECREE, OR ORDER AGAINST SUCH ENTITIES ON ACCOUNT OF OR IN CONNECTION WITH OR WITH RESPECT TO ANY SUCH CLAIMS OR INTERESTS; (iii) CREATING, PERFECTING, OR ENFORCING ANY ENCUMBRANCE OF ANY KIND AGAINST SUCH ENTITIES OR THE PROPERTY OR ESTATES OF SUCH ENTITIES ON ACCOUNT OF OR IN CONNECTION WITH OR WITH RESPECT TO ANY SUCH CLAIMS OR INTERESTS; AND (iv) COMMENCING OR CONTINUING IN ANY MANNER ANY ACTION OR OTHER PROCEEDING OF ANY KIND ON ACCOUNT OF OR IN CONNECTION WITH OR WITH RESPECT TO ANY SUCH CLAIMS OR INTERESTS DISCHARGED, RELEASED OR SETTLED PURSUANT TO THE PLAN.

EXCEPT AS OTHERWISE EXPRESSLY PROVIDED FOR HEREIN OR IN OBLIGATIONS ISSUED PURSUANT HERETO FROM AND AFTER THE EFFECTIVE DATE, ALL CLAIMS SHALL BE FULLY RELEASED AND DISCHARGED, AND THE INTERESTS SHALL BE CANCELLED, AND THE DEBTORS' LIABILITY WITH RESPECT THERETO SHALL BE EXTINGUISHED COMPLETELY, INCLUDING ANY LIABILITY OF THE KIND SPECIFIED UNDER SECTION 502(G) OF THE BANKRUPTCY CODE.

EXCEPT AS EXPRESSLY SET FORTH HEREIN, ALL ENTITIES SHALL BE PRECLUDED FROM ASSERTING AGAINST THE DEBTORS, THE DEBTORS' ESTATES, OR THE REORGANIZED DEBTOR, EACH OF THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, AND EACH OF THEIR ASSETS AND PROPERTIES, ANY OTHER CLAIMS OR INTERESTS BASED UPON ANY DOCUMENTS, INSTRUMENTS, OR ANY ACT OR OMISSION, TRANSACTION, OR OTHER ACTIVITY OF ANY KIND OR NATURE THAT OCCURRED BEFORE THE EFFECTIVE DATE.

H. Liabilities to, and Rights of, Governmental Units.

Nothing in the Plan or Confirmation Order shall discharge, release, or preclude: (i) any liability to a Governmental Unit that is not a Claim; (ii) any Claim of a Governmental Unit arising on or after the Confirmation Date; (iii) any liability to a Governmental Unit on the part of any Person or Entity other than the Debtors or Reorganized Debtor; (iv) any valid right of setoff or recoupment by a Governmental Unit; or (v) any criminal liability. Nothing in the Plan or Confirmation Order shall enjoin or otherwise bar any Governmental Unit from asserting or enforcing, outside the Bankruptcy Court, any liability described in the preceding sentence. The discharge and injunction provisions contained in the Plan and Confirmation Order are not intended and shall not be construed to bar any Governmental Unit from, after the Confirmation Date, pursuing any police or regulatory action.

I. Term of Injunctions or Stays.

Unless otherwise provided in the Plan or the Confirmation Order, all injunctions or stays in effect in the Chapter 11 Cases pursuant to sections 105 or 362 of the Bankruptcy Code or any order of the Bankruptcy Court, and extant on the Confirmation Date (excluding any injunctions or stays contained in the Plan or the Confirmation Order), shall remain in full force and effect until the Effective Date. All injunctions or stays contained in the Plan or the Confirmation Order shall remain in full force and effect in accordance with their terms.

**ARTICLE IX.
CONDITIONS PRECEDENT TO CONSUMMATION OF THE PLAN**

A. Conditions Precedent to the Effective Date.

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

1. The Bankruptcy Court shall have entered the Confirmation Order and the Confirmation Order shall not be stayed.

2. Any amendments, modifications, or supplements to the Plan (including the Plan Supplement), if any, shall be reasonably acceptable to the Supporting Parties.

3. All actions, documents, certificates, and agreements necessary to implement this Plan, shall have been effected or executed and delivered to the required parties and, to the extent required, filed with the applicable Governmental Units in accordance with applicable laws.

4. The Litigation Trust shall have been created by execution of the Litigation Trust Agreement and funded with the Litigation Trust Funds in Cash.

5. All Governmental Unit approvals or other approvals required to effectuate the terms of the Plan, including the Plan Supplement, have been obtained.

6. The Reorganized Debtor shall have closed on the Exit Facility, pursuant to the Exit Facility Credit Agreement, and all conditions precedent to the consummation thereof shall have been waived or satisfied in accordance with the terms thereof.

7. All professional fees and expenses of the Second Lien Agent, the Second Lien Lenders, the DIP Facility Agent and the DIP Facility Lenders have been paid in full in Cash.

8. Unless waived by the Supporting Lenders, the aggregate amount of the Allowed Administrative Claims and Allowed Priority Claims (other than Accrued Professional Compensation Claims to the extent consistent with the and other such Claims secured by escrowed funds) that have not been, or will not be, satisfied in the ordinary course of business shall not exceed (or shall be estimated as of the Effective Date not to exceed) \$2,500,000.

B. Waiver of Conditions.

The conditions to Consummation set forth in Article IX may be waived by the applicable Supporting Parties, and if applicable, any other Person entitled to satisfaction of such condition, without notice, leave, or order of the Bankruptcy Court or any formal action other than proceeding to confirm or consummate the Plan.

C. Effect of Failure of Conditions.

If the Consummation of the Plan does not occur, the Plan shall be null and void in all respects and nothing contained in the Plan or the Disclosure Statement shall: (i) constitute a waiver or release of any claims or Causes of Action by the Debtors, any Holders, or any other Entity; (ii) prejudice in any manner the rights of the Debtors, any Holders, or any other Entity; or (iii) constitute an admission, acknowledgment, offer, or undertaking by the Debtors, any Holders, or any other Entity in any respect.

**ARTICLE X.
MODIFICATION, REVOCATION, OR WITHDRAWAL OF THE PLAN**

A. Modification and Amendments.

Except as otherwise specifically provided in the Plan, the Debtors reserve the right to modify the Plan, whether such modification is material or immaterial, and seek Confirmation consistent with the Bankruptcy Code. Subject to certain restrictions and requirements set forth in section 1127 of the Bankruptcy Code and Bankruptcy Rule 3019 (as well as those restrictions on modifications set forth in the Plan), each of the Debtors expressly reserves its respective rights to revoke or withdraw, or to alter, amend, or modify the Plan with respect to such Debtor, one or more times, after Confirmation, and, to the extent necessary, may initiate proceedings in the Bankruptcy Court to so alter, amend, or modify the Plan, or remedy any defect or omission or reconcile any inconsistencies in the Plan, the Disclosure Statement or the Confirmation Order, in such matters as may be necessary to carry out the purposes and intent of the Plan. Any such modification or supplement shall be considered a modification of the Plan and shall be: (1) made in accordance with this Article X; and (2) in form and substance reasonably acceptable to the Supporting Parties.

B. Effect of Confirmation on Modifications.

Entry of a Confirmation Order shall mean that all modifications or amendments to the Plan since the solicitation thereof are approved pursuant to section 1127(a) of the Bankruptcy Code and do not require additional disclosure or re-solicitation under Bankruptcy Rule 3019.

C. Revocation or Withdrawal of Plan.

The Debtors reserve the right to revoke or withdraw the Plan before 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: (i) the Plan shall be null and void in all respects; (ii) any settlement or compromise embodied in the Plan (including the fixing or limiting to an amount certain of the Claims or Interests or Class of Claims or Interests), assumption or rejection of Executory Contracts or Unexpired Leases effected by the Plan, and any document or agreement executed pursuant to the Plan, shall be deemed null and void; and (iii) nothing contained in the Plan shall: (a) constitute a waiver or release of any Claims or Interests; (b) prejudice in any manner the rights of such Debtor, any Holder, or any other Entity; or (c) constitute an admission, acknowledgement, offer, or undertaking of any sort by such Debtor, any Holder or any other Entity.

**ARTICLE XI.
RETENTION OF JURISDICTION**

Notwithstanding the entry of the Confirmation Order and the occurrence of the Effective Date, on and after the Effective Date, except as set forth in the Plan, the Bankruptcy Court shall retain exclusive jurisdiction over all matters arising out of, or related to, the Chapter 11 Cases and the Plan pursuant to sections 105(a) and 1142 of the Bankruptcy Code, including jurisdiction to:

1. allow, disallow, determine, liquidate, classify, estimate, or establish the priority, Secured or unsecured status, or amount of any Claim or Interest, including the resolution of any request for payment of any Administrative Claim and the resolution of any and all objections to the Secured or unsecured status, priority, amount, or allowance of Claims or Interests;
2. decide and resolve all matters related to the determination of a whether a Claim shall be deemed a Subordinated Claim in connection with the Plan;
3. decide and resolve all matters related to the granting and denying, in whole or in part, any applications for allowance of compensation or reimbursement of expenses to Professionals (including Fee Claims) authorized pursuant to the Bankruptcy Code or the Plan;
4. resolve any matters related to: (a) the assumption or rejection of any Executory Contract or Unexpired Lease to which a Debtor is party or with respect to which a Debtor may be liable, and to hear, determine and, if necessary, liquidate, any Claims arising therefrom, including Cure Claims pursuant to section 365 of the Bankruptcy Code; (b) any potential contractual obligation under any Executory Contract or Unexpired Lease that is assumed; (c) the Reorganized Debtor amending, modifying, or supplementing, after the Effective Date, pursuant to Article V hereof, the Executory Contracts and Unexpired Leases to be assumed, rejected or

otherwise; and (d) any dispute regarding whether a contract or lease is or was executory, expired, or terminated;

5. ensure that distributions to Holders of Allowed Claims and Interests are accomplished pursuant to the provisions of the Plan;

6. adjudicate, decide, or resolve any motions, adversary proceedings, contested or litigated matters, and any other matters, and grant or deny any applications involving a Debtor or the Estates that may be pending on the Effective Date;

7. adjudicate, decide, or resolve any and all matters related to section 1141 of the Bankruptcy Code;

8. adjudicate, decide, and resolve any and all Causes of Action arising under the Bankruptcy Code;

9. enter and implement such orders as may be necessary or appropriate to execute, implement, or consummate the provisions of the Plan and all contracts, instruments, releases, indentures, and other agreements or documents created in connection with the Plan, the Plan Supplement, or the Disclosure Statement;

10. enter and enforce any order for the sale of property pursuant to sections 363, 1123, or 1146(a) of the Bankruptcy Code;

11. resolve any cases, controversies, suits, disputes, or Causes of Action that may arise in connection with Consummation, including interpretation or enforcement of the Plan or any Entity's obligations incurred in connection with the Plan;

12. 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 or enforcement of the Plan;

13. resolve any cases, controversies, suits, disputes, or Causes of Action with respect to the releases, injunctions, and other provisions contained in Article VIII hereof, and enter such orders as may be necessary or appropriate to implement such releases, injunctions, and other provisions;

14. resolve any cases, controversies, suits, disputes, or Causes of Action with respect to the repayment or return of distributions and the recovery of additional amounts owed by the Holder of a Claim for amounts not timely repaid pursuant to Article VI.J.1 hereof;

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

16. 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, indenture, or other agreement or document created in connection with the Plan or the Disclosure Statement;

17. enter an order or Final Decree concluding or closing any of the Chapter 11 Cases;
18. adjudicate any and all disputes arising from or relating to distributions under the Plan;
19. consider any modifications of the Plan, to cure any defect or omission or to reconcile any inconsistency in any Bankruptcy Court order, including the Confirmation Order;
20. determine requests for the payment of Claims entitled to priority pursuant to section 507 of the Bankruptcy Code;
21. hear and determine disputes arising in connection with the interpretation, implementation, or enforcement of the Plan or the Confirmation Order, including disputes arising in connection with the implementation of the agreements, documents, or instruments executed in connection with the Plan;
22. hear and determine matters concerning state, local, and federal taxes in accordance with sections 346, 505, and 1146 of the Bankruptcy Code;
23. hear and determine all disputes involving the existence, nature, scope, or enforcement of any exculpations, discharges, injunctions, and releases granted in connection with and under the Plan, including under Article VIII hereof;
24. enforce all orders previously entered by the Bankruptcy Court, resolve any cases, controversies, suits, or disputes that may arise in connection with any Entity's rights arising from or obligations incurred in connection with the Plan; and
25. hear any other matter not inconsistent with the Bankruptcy Code.

For the avoidance of doubt, nothing herein limits the jurisdiction of the Bankruptcy Court to interpret and enforce the Plan and all contracts, instruments, releases, indentures, and other agreements or documents created in connection with the Plan, the Plan Supplement, or the Disclosure Statement, without regard to whether the controversy with respect to which such interpretation or enforcement relates may be pending in any state or other federal court of competent jurisdiction.

ARTICLE XII. MISCELLANEOUS PROVISIONS

A. Immediate Binding Effect.

Subject to Article IX.A hereof and notwithstanding Bankruptcy Rules 3020(e), 6004(h), or 7062 or otherwise, upon the occurrence of the Effective Date, the terms of the Plan and the Plan Supplement shall be immediately effective and enforceable and deemed binding upon the Debtors, the Reorganized Debtor, and any and all Holders of Claims or Interests (irrespective of whether their Claims or Interests are deemed to have accepted the Plan), all Entities that are parties to or are subject to the settlements, compromises, releases, discharges, and injunctions

described in the Plan, each Entity acquiring property under the Plan, and any and all non-Debtor parties to Executory Contracts and Unexpired Leases with the Debtors.

B. Additional Documents.

On or before the Effective Date, the Debtors may File with the Bankruptcy Court such agreements and other documents as may be necessary or appropriate to effectuate and further evidence the terms and conditions of the Plan. The Debtors or Reorganized Debtor, as applicable, and all Holders receiving distributions pursuant to the Plan and all other parties in interest may, from time to time, prepare, execute, and deliver any agreements or documents and take any other actions as may be necessary or advisable to effectuate the provisions and intent of the Plan.

C. Statutory Committee and Cessation of Fee and Expense Payment.

On the Effective Date, (i) the Committee shall be automatically dissolved, and (ii) each member of the Committee, solely in their capacity as such (including each member's advisors, members, and professional persons, in each case solely in their capacity as such) and each Professional retained by the Committee shall be released and discharged from all rights, duties, responsibilities, and obligations arising from, or related to, the Debtors, their membership on the Committee, the Plan, or the Chapter 11 Cases, except with respect to any matters concerning any Fee Claims held or asserted by any Professional retained by the Committee. The Reorganized Debtor shall no longer be responsible for paying any fees or expenses incurred after the Effective Date by the Committee or its professionals.

D. Reservation of Rights.

Except as expressly set forth in the Plan, the Plan shall have no force or effect unless the Bankruptcy Court enters the Confirmation Order, and the Confirmation Order shall have no force or effect if the Effective Date does not occur. None of the Filing of the Plan, any statement or provision contained in the Plan, or the taking of any action by any Debtor with respect to the Plan, the Disclosure Statement, or the Plan Supplement shall be or shall be deemed to be an admission or waiver of any rights of any Debtor with respect to the Holders before the Effective Date.

E. Successors and Assigns.

The rights, benefits, and obligations of any Entity named or referred to in the Plan shall be binding on, and shall inure to the benefit of any heir, executor, administrator, successor, or assign, Affiliate, officer, director, agent, representative, attorney, beneficiaries, or guardian, if any, of each Entity.

F. Notices.

To be effective, all notices, requests, and demands to or upon the Debtors shall be in writing (including by email transmission), and unless otherwise expressly provided herein, shall be deemed to have been duly given or made when actually delivered or, in the case of notice by email transmission, when received, addressed to the following:

If to the Debtors:

General Wireless Operations Inc. dba RadioShack
Attn: Bradford A. Tobin
General Counsel
300 RadioShack Circle
Fort Worth, TX 76102-1964
E-mail address: Bradford.Tobin@radioshack.com

With copies to:

Pepper Hamilton LLP
1313 N. Market Street, Suite 5100
P.O. Box 1709
Wilmington, DE 19899-1709
Attention: David M. Fournier
E-mail address: fournied@pepperlaw.com

After the Effective Date, the Reorganized Debtor may, in its sole discretion, notify Entities that, in order to continue to receive documents pursuant to Bankruptcy Rule 2002, such Entity must File a renewed request to receive documents pursuant to Bankruptcy Rule 2002. After the Effective Date, the Reorganized Debtor is authorized to limit the list of Entities receiving documents pursuant to Bankruptcy Rule 2002 to those Entities who have Filed such renewed requests.

G. Entire Agreement.

Except as otherwise indicated, the Plan and the Plan Supplement supersede all previous and contemporaneous negotiations, promises, covenants, agreements, understandings, and representations on such subjects, all of which have become merged and integrated into the Plan.

H. Exhibits.

All exhibits and documents included in the Plan Supplement are incorporated into and are a part of the Plan as if set forth in full in the Plan. After the exhibits and documents are Filed, copies of such exhibits and documents shall be available upon written request to the Debtors' counsel at the address above or by downloading such exhibits and documents from the website of the Claims Agent or the Bankruptcy Court's website at <http://www.deb.uscourts.gov>. To the extent any exhibit or document is inconsistent with the terms of the Plan, unless otherwise ordered by the Bankruptcy Court, the non-exhibit or non-document portion of the Plan shall control.

I. Nonseverability of Plan Provisions.

If, before Confirmation, any term or provision of the Plan is held by the Bankruptcy Court to be invalid, void, or unenforceable, the Bankruptcy Court shall have the power to alter

and interpret such term or provision to make it valid or enforceable to the maximum extent practicable, consistent with the original purpose of the term or provision held to be invalid, void, or unenforceable, and such term or provision shall then be applicable as altered or interpreted. Notwithstanding any such holding, alteration, or interpretation, the remainder of the terms and provisions of the Plan will remain in full force and effect and will in no way be affected, impaired, or invalidated by such holding, alteration, or interpretation. The Confirmation Order shall constitute a judicial determination and shall provide that each term and provision of the Plan, the New Corporate Governance Documents, the Restructured Second Lien Note, and the Exit Facility Credit Agreement, as any of such documents may have been altered or interpreted in accordance with the foregoing, are: (i) valid and enforceable pursuant to their terms; (ii) integral to the Plan and may not be deleted or modified without the consent of the parties thereto; and (iii) non-severable and mutually dependent.

J. Votes Solicited in Good Faith.

Upon entry of the Confirmation Order, the Debtors will be deemed to have solicited votes on the Plan in good faith and in compliance with the Bankruptcy Code, and pursuant to section 1125(e), 1125(g), and 1126(b) of the Bankruptcy Code, the Debtors and each of their respective Related Parties will be deemed to have participated in good faith and in compliance with the Bankruptcy Code in the offer, issuance, sale, and purchase of Securities offered and sold under the Plan and any previous plan and, therefore, no such parties, individuals, or the Reorganized Debtor will have any liability for the violation of any applicable law, rule, or regulation governing the solicitation of votes on the Plan or the offer, issuance, sale, or purchase of the Securities offered and sold under the Plan or any previous plan.

K. Closing of Chapter 11 Cases.

The Reorganized Debtor shall, promptly after the full administration of the Chapter 11 Cases, File with the Bankruptcy Court all documents required by Bankruptcy Rule 3022 and any applicable order necessary to close the Chapter 11 Cases.


L. Conflicts.

Except as set forth in the Plan, to the extent that any provision of the Disclosure Statement, the Plan Supplement, or any order (other than the Confirmation Order) referenced in the Plan (or any exhibits, schedules, appendices, supplements, or amendments to any of the foregoing), conflict with or are in any way inconsistent with any provision of the Plan, the Plan shall govern and control; provided, however, with respect to any conflict or inconsistency between the Plan and the Confirmation Order, the Confirmation Order shall govern.

[Remainder of page intentionally left blank]

Dated: September 6, 2017
Wilmington, Delaware

GENERAL WIRELESS OPERATIONS INC.,
on behalf of itself and each of the other Debtors

By: 
Name: Bradford A. Tobin
Title: Senior Vice President and General Counsel

COUNSEL:

/s/ David M. Fournier

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-and-

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77 West Wacker
Chicago, IL 60601-1692
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Fax: (312) 782-8585
Email: macody@jonesday.com

Attorneys for Debtors and Debtors in Possession

Exhibit B

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THIS PLAN SUPPORT AGREEMENT IS NOT AN OFFER WITH RESPECT TO ANY SECURITIES OR A SOLICITATION OF ACCEPTANCES OF A CHAPTER 11 PLAN WITHIN THE MEANING OF SECTION 1125 OF THE BANKRUPTCY CODE. ANY SUCH OFFER OR SOLICITATION WILL COMPLY WITH ALL APPLICABLE SECURITIES LAWS AND/OR PROVISIONS OF THE BANKRUPTCY CODE.

PLAN SUPPORT AGREEMENT

This PLAN SUPPORT AGREEMENT (as the same may be amended, modified supplemented from time to time in accordance with the terms hereof, and together with all exhibits and schedules hereto, this “Agreement”), dated as of August 17, 2017, is made and entered into by and among: (i) General Wireless Operations Inc. dba RadioShack and its debtor affiliates (collectively, the “Debtors”); (ii) the Official Committee of Unsecured Creditors appointed in the Debtors’ cases (the “Committee”); (iii) Cortland Capital Market Services LLC, in its capacity as agent (the “Second Lien Agent”), under that certain Second Lien Credit Agreement, dated as of February 2, 2016 (as amended, restated, modified or supplemented from time to time, the “Second Lien Credit Agreement”); and (iv) certain of the lenders (the “Second Lien Lenders”) party to the Second Lien Credit Agreement (each of whom are a “Supporting Party” and together, the “Supporting Parties”).

RECITALS

WHEREAS, on March 8, 2017 (the “Petition Date”), the Debtors commenced their respective bankruptcy cases by filing voluntary petitions for relief under chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”) in the United States Bankruptcy Court for the District of Delaware (the “Bankruptcy Court”), which cases are being jointly administered under the case number 17-10506 (BLS) (the “Bankruptcy Cases”);

WHEREAS, on March 17, 2017, the Office of the United States Trustee for Region 3 appointed the Committee;

WHEREAS, the Debtors are authorized to use the Second Lien Lenders’ cash collateral pursuant to that certain *Final Order (I) Authorizing Use of Cash Collateral and Affording Adequate Protection; and (II) Modifying Automatic Stay* (the “Final Cash Collateral Order”);¹

WHEREAS, the Final Cash Collateral Order contains admissions, stipulations, findings and releases by the Debtors in favor of the Second Lien Agent and the Second Lien Lenders with respect to the obligations (the “Second Lien Obligations”) arising under the Second Lien Credit Agreement, subject to the Committee’s rights under Paragraph 18 of the Final Cash Collateral Order to bring a challenge on or before June 10, 2017 (the “Second Lien Challenge Deadline”), which Second Lien Challenge Deadline has been extended with the written consent of the Second Lien Agent to August 18, 2017;

WHEREAS, the Supporting Parties desire to resolve all potential claims among the Supporting Parties and to consummate and support a chapter 11 plan to be proposed by the Debtors (the “Plan”, which term shall include all appendices, schedules, or exhibits thereto, as well as all

¹ Docket No. 437.

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other “Plan Documents” as defined herein, including the related disclosure statement (the “Disclosure Statement”) consistent with the terms of this Agreement and the terms of the term sheet (the “Term Sheet”) attached hereto as Exhibit A;

WHEREAS, the Supporting Parties desire to work together to complete the negotiation of the terms of the Plan consistent with this Agreement and the Term Sheet;

WHEREAS, in expressing such support and commitment, the Supporting Parties recognize that certain undertakings contemplated by this Agreement are subject to the requirements of applicable bankruptcy law;

WHEREAS, on July 31, 2017, the Debtors filed a *Motion for an Order (I) Authorizing the Debtors to Obtain Post-Petition Financing, (II) Granting Liens and Superpriority Claims, and (III) Granting Related Relief Pursuant to 11 U.S.C. §§ 105, 107, 361, 362, 363, 364 and 507* (the “DIP Financing Motion”);

WHEREAS, pursuant to the DIP Financing Motion, the Debtors seek entry of an order (the “Final DIP Order”) authorizing the Debtors to obtain \$2 million in post-petition financing pursuant to the DIP Credit Agreement to, among other things, continue operating their businesses in the ordinary course and to confirm the Plan; and

WHEREAS, each Supporting Party has reviewed or has had the opportunity to review the Term Sheet and each Supporting Party has agreed to support the Plan pursuant to the terms and conditions set forth in this Agreement and the Term Sheet.

NOW, THEREFORE, in consideration of the foregoing and the premises, mutual covenants, and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

AGREEMENT

Section 1. Agreement Effective Date

This Agreement shall become effective and binding: (a) on the Committee, the Second Lien Agent and the Second Lien Lenders when counterpart signature pages to this Agreement have been executed and delivered by all Supporting Parties; and (b) on the Debtors upon Bankruptcy Court entry of an order at least conditionally approving the Disclosure Statement (the “Disclosure Statement Order”); provided, however, that the Debtors shall execute and deliver to the other Supporting Parties this Agreement concurrently with the execution by the other Supporting Parties, and shall file this Agreement with their motion to approve Plan solicitation procedures and to conditionally approve the Disclosure Statement. Notwithstanding the foregoing, the provisions of the settlement set forth in the Term Sheet are conditioned upon the effectiveness of the Plan and shall become effective only as part of a confirmed Plan and only upon the date that such Plan becomes effective (the “Plan Effective Date”); provided, however, that the Supporting Parties will use commercially reasonable efforts to work together on those issues for which cooperation is required to consummate the Plan.

Section 2. Incorporation of Term Sheet

The Term Sheet is expressly incorporated herein by reference and is made a part of this Agreement. All references herein to “this Agreement” or “herein” shall include the Term Sheet. In the event the terms and conditions as set forth in the Term Sheet and this Agreement are inconsistent, the terms and conditions as set forth in the Term Sheet shall govern.

Section 3. Commitments of the Parties Under the Agreement

3.1. Support the Plan. Subject to the terms and conditions hereof, and for so long as this Agreement has not been terminated in accordance with the terms hereof by or as to a Supporting Party, each such Supporting Party, solely with respect to itself, as applicable, agrees to comply with the following covenants:

(a) Each of the Supporting Parties hereby covenants and agrees to support confirmation of the Plan, including the releases and exculpation provisions thereof, consistent with this Agreement and the Term Sheet, including the solicitation, confirmation, and consummation of the Plan, as may be applicable, and not to take any actions inconsistent with this Agreement and/or the Term Sheet;

(b) Subject to the receipt by the Second Lien Agent and the Second Lien Lenders of a Disclosure Statement that has been at least conditionally approved by the Court, each of the Second Lien Lenders hereby covenants and agrees to: (i) timely vote or cause to be voted, or if necessary to direct the Second Lien Agent to vote, all claims, as such term is defined in section 101(5) of the Bankruptcy Code (including any subsequently acquired claims, each a “Claim” and collectively the “Claims”) that it holds, controls, or has the ability to control, to accept the Plan by delivering its duly executed and completed ballot or ballots, as applicable, accepting the Plan on a timely basis pursuant to solicitation procedures approved by the Bankruptcy Court in accordance with sections 1125 and 1126 of the Bankruptcy Code; and (ii) not change or withdraw such vote (or cause or direct such vote to be changed or withdrawn); provided, however, that the vote of the Second Lien Lenders (or if applicable the Second Lien Agent) may, upon written notice to the Debtors, be revoked and deemed void ab initio upon termination of this Agreement pursuant to the terms hereof;

(c) Each of the Supporting Parties hereby covenants and agrees not to commence any proceeding to oppose the Plan or object to confirmation thereof;

(d) Each of the Supporting Parties hereby covenants and agrees to not directly or indirectly (A) seek, solicit, support, encourage, or vote or cause to be voted (to the extent applicable) its Claims for, or consent to, any plan of reorganization, dissolution, winding up, liquidation, reorganization, merger, consolidation, business combination, joint venture, partnership, or restructuring for any of the Debtors other than the Plan, or (B) take any other action that is inconsistent with, or that would delay or obstruct the proposal, solicitation, confirmation, or consummation of the Plan;

(e) Each of the Supporting Parties hereby covenants and agrees that all pending investigations, discovery, litigation and contested matters, by and among the Supporting Parties, subject to Section 3.3(b) herein, and the investigation deadlines set forth in paragraph 18 of the

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Final Cash Collateral Order, as extended from time to time with the agreement of the Second Lien Agent, shall be stayed and all deadlines with respect to the foregoing, shall be tolled for all purposes pending the earlier of (i) the termination of this Agreement in accordance with the provisions hereof or (ii) the Plan Effective Date; and

(f) The Debtors hereby agree to: (i) prepare as soon as practicable after the date hereof and in accordance with the deadlines set forth in Section 5.1, the Plan, Disclosure Statement and any other related documents; and (ii) use commercially reasonable efforts to consummate the Plan within the timeframe contemplated by this Agreement.

provided, however, that this Agreement, including the foregoing provisions of this Section 3.1, will not (A) limit the rights of the Supporting Parties to appear and participate as a party in interest in any matter to be adjudicated in the Bankruptcy Cases, so long as such appearance and the positions advanced in connection therewith are not inconsistent with this Agreement, the Term Sheet, or the terms of the Plan; or (B) prohibit the Supporting Parties from appearing in proceedings for the purpose of contesting whether any matter or fact is or results in a breach of, or is inconsistent with, this Agreement.

Notwithstanding the foregoing, nothing shall prevent the Debtors or the Committee from taking, failing to take, or refraining to take, any action that it is obligated to take in the performance of its statutory or fiduciary duties or as otherwise required by the Bankruptcy Code or applicable law; provided, however, that it is agreed that any actions that result in a Termination Event shall be subject to the provisions of Sections 5.2 and 5.5.

3.2. Definitive Documents.

The Supporting Parties shall cooperate with each other in good faith and shall coordinate their activities in connection with (i) effectuating and consummating the transactions contemplated by this Agreement; (ii) obtaining Bankruptcy Court approval of the Disclosure Statement; (iii) soliciting the requisite acceptances of the Plan in accordance with Bankruptcy Code section 1125; (iv) obtaining from the Bankruptcy Court an order confirming the Plan; and (v) satisfying any conditions precedent to confirmation and to the occurrence of the Plan Effective Date, and upon occurrence of the Plan Effective Date, to consummate the Plan.

Each Supporting Party hereby covenants and agrees severally, and not jointly, from the date hereof until this Agreement has been terminated in accordance with Section 5.2 below, to negotiate in good faith the definitive documents implementing this Agreement, including the Plan, the Confirmation Order, the Disclosure Statement (including all solicitation materials), the Litigation Trust Agreement, and any other related documents (the "Plan Documents"), each of which shall contain terms and conditions consistent in all respects with this Agreement and, if not specified in this Agreement, in form and substance reasonably satisfactory to the Supporting Parties. Each Supporting Party shall have the right to review and comment on the Plan Documents and such Plan Documents shall be reasonably acceptable to the Supporting Parties in form and substance prior to filing with the Bankruptcy Court.

EXECUTION COPY**3.3. Extension of Plan Exclusivity and Second Lien Challenge Deadline.**

(a) Unless this Agreement is terminated pursuant to the terms hereof, the Supporting Parties covenant and agree, severally and not jointly, to not directly or indirectly (A) challenge the Debtors' request for an extension of the exclusive periods to file, and solicit votes on, a plan, subject to the deadlines set forth in Section 5.1; or (B) take any other action that would interfere with the Debtors' exclusivity or consensual use of cash collateral and DIP financing pursuant to the Final Cash Collateral Order or the Final DIP Order, such that it would delay or obstruct the proposal, solicitation, confirmation, or consummation of the Plan; provided that nothing herein shall modify the rights and remedies afforded to the Second Lien Agent and the Second Lien Lenders under the DIP Credit Agreement, the Final DIP Order or the Final Cash Collateral Order.

(b) The Supporting Parties covenant and agree that (A) the Second Lien Challenge Deadline shall be tolled until the earlier of (x) seven (7) business days after termination of this Agreement in accordance with Section 5.2 and (y) the Plan Effective Date.

Section 4. Representations and Warranties**4.1. Representations and Warranties of the Supporting Parties.**

Each of the Supporting Parties severally, and not jointly, represents, warrants and covenants to each other Supporting Party (to the extent applicable) as of the date of this Agreement, as follows (each of which is a continuing representation, warranty, and covenant):

- (a) It will negotiate reasonably and in good faith all of the documents and transactions described in and contemplated by this Agreement;
- (b) It is validly existing and in good standing under the laws of the state or other jurisdiction of its organization or under the Bankruptcy Code, and this Agreement is a legal, valid, and binding obligation of such Supporting Party, enforceable against it in accordance with its terms, except as enforcement may be limited by applicable laws;
- (c) Except as expressly provided in this Agreement, it has all requisite direct or indirect power and authority to enter into this Agreement and to carry out the Plan contemplated by, and perform its respective obligations under, this Agreement, subject, in the case of the Debtors, to Bankruptcy Court approval;
- (d) The execution and delivery of this Agreement and the performance of its obligations hereunder have been duly authorized by all necessary action on its part and no consent, approval, or action of, filing with or notice to any governmental unit is required in connection with the execution, delivery and performance of this Agreement except only, in the case of the Debtors, Bankruptcy Court approval; and

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- (e) It has been represented by legal counsel of its choosing in connection with this Agreement and the transactions contemplated by this Agreement, has had the opportunity to review this Agreement with its legal counsel and has not relied on any statements made by any other Supporting Party or its legal counsel as to the meaning of any term or condition contained herein or in deciding whether to enter into this Agreement or the transactions contemplated hereof.

4.2. Representations of the Second Lien Lenders. Each Second Lien Lender represents and warrants, severally and not jointly, that:

- (a) As of the date hereof, such lender is the legal owner, beneficial owner, or has investment or voting discretion, with respect to its share of the obligations under the Second Lien Credit Agreement, and has full power and voting authority over such obligations; and
- (b) Unless this Agreement is terminated pursuant to Section 5.2 or Section 5.3, any Second Lien Lender shall not sell, transfer, or assign all or any of its legal or beneficial interests under the Second Lien Credit Agreement unless the transferee thereof agrees in writing to be bound by the terms of this Agreement.

Section 5. Termination

5.1. Termination Events.

- (a) The term “Termination Event,” wherever used in this Agreement, means the occurrence of any of the following events (whatever the reason for such Termination Event and whether it is voluntary or involuntary):
 - (i) any court shall enter a final, non-appealable judgment or order declaring this Agreement or any material portion hereof to be unenforceable;
 - (ii) any Supporting Party has breached a material provision of this Agreement and any such breach remains uncured for a period of five (5) business days after any non-breaching Supporting Party has delivered written notice of such breach (specifically referencing this Section 5.1) to the breaching Supporting Party;
 - (iii) the Bankruptcy Court enters an order (x) directing the appointment of an examiner with expanded powers or a trustee in the Bankruptcy Cases, (y) converting any of the Bankruptcy Cases to cases under chapter 7 of the Bankruptcy Code, or (z) dismissing any of the Bankruptcy Cases;
 - (iv) the Debtors do not file the Plan and Disclosure Statement in accordance with the Term Sheet on or before September 15, 2017;

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- (v) the Bankruptcy Court fails to enter an order approving the Disclosure Statement on or before October 31, 2017;
 - (vi) the Bankruptcy Court (i) enters an order denying confirmation of the Plan, or (ii) fails to enter the Confirmation Order on or before October 31, 2017;
 - (vii) the Plan Effective Date does not occur by November 15, 2017;
 - (viii) it becomes impossible to meet any of the material terms or conditions set forth in this Agreement;
 - (ix) a Supporting Party files or supports a plan (other than the Plan) or the Bankruptcy Court confirms a chapter 11 plan other than the Plan;
 - (x) the Plan or any of the Plan Documents, in each case once such documents are filed with the Bankruptcy Court, shall have been modified in any material way or withdrawn, without the prior written consent of the Supporting Parties; and
 - (xi) exercise by the Debtors or the Committee of their “fiduciary out” as provided for in Section 3.1 of this Agreement.
- (b) The foregoing Termination Events are intended solely for the benefit of the Supporting Parties; provided, however, that no Supporting Party may terminate this Agreement based upon a material breach or a failure of a condition (if any) in this Agreement arising out of its own actions or omissions.

5.2. Termination Event Procedures. If any Termination Event occurs and:

- (a) a Supporting Party delivers written notice (a “Notice of Termination”) to the other Supporting Parties in accordance with Section 8.11 hereof, informing the other Supporting Parties of its intent to terminate its obligations under this Agreement and identifying the Termination Event giving rise to such termination;
- (b) in the event that the Termination Event is one capable of being cured, five (5) business days after a Notice of Termination is delivered to the other Supporting Parties (the “Notice Period”); and
- (c) prior to the end of the Notice Period, if applicable, such Termination Event is not cured or waived in writing by each of the Supporting Parties;

then, this Agreement shall terminate as to all Supporting Parties.

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5.3. Consent to Termination. This Agreement may be terminated immediately upon the written agreement of all Supporting Parties; provided, however, that such termination of the Agreement shall not restrict the Supporting Parties' rights and remedies with respect to any prior breach of the Agreement by any Supporting Party, including, but not limited to, the reservation of rights set forth in Section 6 hereof.

5.4. Termination Upon Consummation of the Plan. This Agreement shall terminate automatically without any further required action or notice upon the Plan Effective Date.

5.5. Effect of Termination. Upon any termination of this Agreement by any Supporting Party pursuant to Section 5.2 or Section 5.3, this Agreement shall be of no further force and effect and each Supporting Party hereto shall be released from its commitments, undertakings, and agreements under or related to this Agreement and the Term Sheet, including without limitation, any obligation of the terminating Supporting Party, to support, consent, vote for, agree to or not to object to any provision in the Term Sheet or the Plan, to waive, release, or limit any of such Supporting Party's claims against the Debtors, or any other entity or person, and shall be entitled to take all actions, whether with respect to the Plan or otherwise, that would have been entitled to take had it not entered into this Agreement; provided, however, that the provisions of section 3.3(b) shall survive any termination.

Section 6. Reservation of Rights

This Agreement, is part of a proposed settlement of disputes among the Supporting Parties. Except as expressly provided in this Agreement, nothing herein is intended to, does, or shall be deemed in any manner to waive, limit, impair, or restrict the ability of (i) the Second Lien Agent and the Second Lien Lenders to protect and preserve their rights, remedies and interests, including claims against the Debtors; (ii) the Debtors and the Debtors' estates to protect and preserve their rights, remedies and interests; and (iii) the Committee to protect its rights, remedies and interests. If the Plan contemplated by this Agreement is not consummated, or if this Agreement is terminated for any reason, the Supporting Parties hereto fully reserve any and all of their rights.

Section 7. Acknowledgments

This Agreement and the Term Sheet are the product of good faith, arm's length negotiations among the Supporting Parties and their respective representatives. This Agreement is not and shall not be deemed to be a solicitation of votes for the acceptance of any chapter 11 plan for the purposes of Bankruptcy Code sections 1125 and 1126 or otherwise.

Section 8. Miscellaneous Terms

8.1. Binding Obligation. Subject to the provisions of Bankruptcy Code sections 1125 and 1126 and, in the case of the Debtors, Bankruptcy Court approval, this Agreement is a legally valid and binding obligation of the Supporting Parties and their respective successors, assigns, heirs, executors, and administrators, enforceable in accordance with its terms, and shall inure to the benefit of the Supporting Parties and their respective affiliates, insiders, successors, assigns, heirs, executors, administrators, and representatives. Nothing in this Agreement, express or implied, shall give to any person or entity, other than the Supporting Parties and their respective

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affiliates, insiders, successors, assigns, heirs, executors, administrators, and representatives, any benefit or any legal or equitable right, remedy, or claim under this Agreement.

8.2. Further Assurances. The Supporting Parties agree to execute and deliver such other instruments and perform such acts, in addition to the matters herein specified, as may be reasonably appropriate or necessary, from time to time, to effectuate the agreements and understandings of the Supporting Parties, as set forth herein.

8.3. Headings. The headings of all sections of this Agreement are inserted solely for the convenience of reference and are not a part of and are not intended to govern, limit, or aid in the construction or interpretation of any term or provision hereof.

8.4. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE BANKRUPTCY CODE AND, AS APPLICABLE, THE LAWS OF THE STATE OF DELAWARE, WITHOUT REGARD TO THE "CHOICE OF LAW" PRINCIPLES OF THAT OR ANY OTHER JURISDICTION. By its execution and delivery of this Agreement, each of the Supporting Parties hereby irrevocably and unconditionally agrees that it shall bring any claim arising out of or related to this Agreement the Bankruptcy Court (or, to the extent the Bankruptcy Court declines to exercise jurisdiction, then any court in the State of Delaware), which shall also have exclusive jurisdiction and power to enforce the terms of this Agreement (provided that to the extent the Bankruptcy Court declines to exercise jurisdiction, then any court in the State of Delaware shall have jurisdiction and power to enforce the terms of this Agreement). Each of the Supporting Parties hereby irrevocably submits to the personal jurisdiction of the Bankruptcy Court (and, to the extent the Bankruptcy Court declines to exercise jurisdiction, then any court in the State of Delaware) for purposes of the foregoing sentence and irrevocably waives, to the fullest extent it may effectively do so, the defense of an inconvenient forum to the maintenance of any such action or proceeding.

8.5. Complete Agreement; Interpretation; Modification and Waiver.

- (a) Complete Agreement. The Agreement constitutes the complete agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements, oral or written, between or among the Supporting Parties with respect thereto.
- (b) Interpretation. This Agreement is the product of negotiation by and among the Supporting Parties. Any Supporting Party enforcing or interpreting this Agreement shall interpret it in a neutral manner. There shall be no presumption concerning whether to interpret the Agreement for or against any Supporting Party by reason of that Supporting Party having drafted this Agreement, or any portion thereof, or caused it or any portion thereof to be drafted.
- (c) Modification and Waiver. This Agreement may only be modified, altered, amended, or supplemented by an agreement in writing by each Supporting Party. No waiver of any provision of this Agreement or any default, misrepresentation, or breach of any representation, warranty, or covenant

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hereunder, whether intentional or not, shall be valid unless the same is made in a writing by the Supporting Party making such waiver, nor will such waiver be deemed to extend to any prior or subsequent default, misrepresentation, or breach of any representation, warranty, or covenant hereunder, or affect in any manner any rights arising by virtue of any prior or subsequent default, misrepresentation, or breach of any representation, warranty, or covenant.

8.6. Specific Performance. The Supporting Parties agree that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. Accordingly, the Supporting Parties agree that, in addition to any other remedies, each party shall be entitled to enforce the terms of this Agreement by a decree of specific performance without the necessity of proving the inadequacy of money damages as a remedy and without regards to anything to the contrary contained in applicable law. Each Supporting Party further agrees that the only permitted objection that it may raise in response to any action for equitable relief is that it contests the existence of a breach or threatened breach of this Agreement.

8.7. Execution of the Agreement. This Agreement may be executed and delivered (by facsimile, PDF, or otherwise) in any number of counterparts, each of which, when executed and delivered, shall be deemed an original, and all of which together shall constitute the same agreement. Each individual executing this Agreement on behalf of a Supporting Party has been duly authorized and empowered to execute and deliver this Agreement on behalf of such Supporting Party.

8.8. Independent Due Diligence and Decision-Making. Each Supporting Party hereby confirms that its decision to execute this Agreement has been based upon its independent investigation of the operations, businesses, financial and other conditions and prospect of the Debtors. Each Supporting Party acknowledges that any materials or information furnished to it by any other Supporting Party has been provided for informational purposes only, without any representation or warranty by such other Supporting Party.

8.9. Settlement Discussions. This Agreement is part of a proposed settlement of disputes among the Supporting Parties. Nothing herein shall be deemed an admission of any kind. Pursuant to Federal Rule of Evidence 408 and any applicable state rules of evidence, this Agreement and all negotiations relating thereto shall not be admissible into evidence in any proceeding other than a proceeding to enforce the terms of this Agreement.

8.10. Successors and Assigns. This Agreement is intended to bind and inure to the benefit of the Parties and their respective successors, assigns, heirs, executors, administrators, and representatives, other than a trustee or similar representative appointed in the Bankruptcy Cases.

8.11. Notices.

All notices hereunder (including, without limitation, any Notice of Termination), shall be deemed given if in writing and delivered, if sent by electronic mail, courier, or by registered or

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certified mail (return receipt requested) to the following addresses (or at such other addresses as shall be specified by like notice):

(a) If to the Debtors:

General Wireless Operations Inc. dba RadioShack *et al.*
300 RadioShack Circle
Fort Worth, Texas 76102
Attn: Bradford Tobin, General Counsel
Email: bradford.tobin@radioshack.com

-and-

Pepper Hamilton LP
Hercules Plaza, Suite 5100
1313 N. Market Street
P.O. Box 1709
Wilmington, Delaware 19899
Attn: David Fournier; Michael Custer
E-mail: fournierd@pepperhamilton.com; custerm@pepperhamilton.com

- and -

Jones Day
77 West Wacker
Chicago, Illinois 60601
Attn: Mark Cody
Email: macody@JonesDay.com

(b) If to the Committee:

Kelley Drye & Warren LLP
101 Park Avenue
27th Floor
New York, NY 10178
Attn: Jason Adams; Lauren Schlussel
E-mail: jadams@kelleydrye.com; lschlussel@kelleydrye.com

- and -

Klehr Harrison Harvey Branzburg LLP
919 Market Street
Suite 1000
Wilmington, DE 19801
Attn: Richard Beck; Michael Yurkewicz
Email: rbeck@klehr.com; myurkewicz@klehr.com

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(c) If to the Second Lien Agent:

Morris Nichols Arsht & Tunnel LLP
1201 N. Market St., 16th Floor
P.O. Box 1347
Wilmington, DE 19899-1347
Attn: Andrew R. Remming; Robert J. Dehney
E-mail: aremming@mnat.com; rdehney@mnat.com

(d) If to the Second Lien Lenders:

Paul, Weiss, Rifkind, Wharton & Garrison LLP
1285 Avenue of the Americas
New York, NY 10019
Attn: Diane Meyers
Email: dmeyers@paulweiss.com

- and -

Debevoise & Plimpton LLP
919 Third Avenue
New York, NY 1002
Attn: Richard Hahn; Nick S. Kaluk III
Email: rhahn@debevoise.com; nskaluk@debevoise.com

Any notice given by delivery, mail, or courier shall be effective when received.
Any notice given by electronic mail shall be effective upon oral confirmation of receipt.

[Remainder of page intentionally left blank; signature pages follow]

IN WITNESS WHEREOF, the Supporting Parties have entered into this Agreement as of the date first written above.

GENERAL WIRELESS OPERATIONS INC.
DBA RADIOSHACK

By:
Name: Robert C. ...
Title:

GENERAL WIRELESS HOLDINGS INC.

By:
Name: Robert C. ...
Title:

GENERAL WIRELESS INC.


By:
Name: Robert C. ...
Title:

GENERAL WIRELESS CUSTOMER
SERVICE INC.

By:
Name: Robert C. ...
Title:

[Signature page for Plan Support Agreement]

CORTLAND CAPITAL MARKET SERVICES LLC,
as Second Lien Agent under the Second Lien Credit Agreement

By: 
Name: Emily Ergang Pappas
Title: Associate Counsel

PRISMA SPECTRUM FUND LP,
as a Second Lien Lender

By: _____
Name:
Title:

KKR TACTICAL VALUE SPN,
as a Second Lien Lender

By: _____
Name:
Title:

POLAR BEAR FUND LP,
as a Second Lien Lender

By: _____
Name:
Title:

[Signature page for Plan Support Agreement]

CORTLAND CAPITAL MARKET SERVICES LLC,
as Second Lien Agent under the Second Lien Credit Agreement

By: _____
Name:
Title:


PRISMA SPECTRUM FUND LP,
as a Second Lien Lender

By:  _____
Name: John R. Brennan
Title: Authorized Signatory

KKR TACTICAL VALUE SPN,
as a Second Lien Lender

By: _____
Name:
Title:

POLAR BEAR FUND LP,
as a Second Lien Lender

By:  _____
Name: John R. Brennan
Title: Authorized Signatory

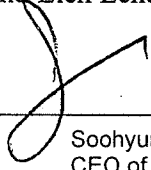
[Signature page for Plan Support Agreement]

TACTICAL VALUE SPN – APEX CREDIT L.P.
as a Lender

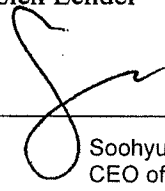
By: 
Name: _____
Title: **NICOLE J. MACARCHUK**
AUTHORIZED SIGNATORY

[Signature page for Plan Support Agreement]

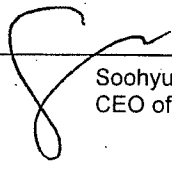
STANDARD GENERAL MASTER FUND L.P.,
as a Second Lien Lender

By: 
Name: Soohyung Kim
Title: CEO of its Investment Manager

P STANDARD GENERAL LTD.,
as a Second Lien Lender

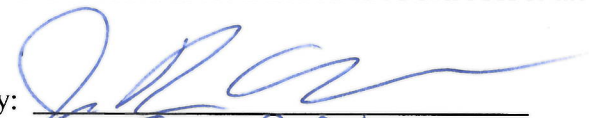
By: 
Name: Soohyung Kim
Title: CEO of its Investment Manager

SG GAMING LLC,
as a Second Lien Lender

By: 
Name: Soohyung Kim
Title: CEO of its Manager

[Signature page for Plan Support Agreement]

OFFICIAL COMMITTEE OF UNSECURED
CREDITORS OF GENERAL WIRELESS
OPERATIONS INC. DBA RADIOSHACK *et al.*

By: 
Name: Jason R. Adams
Title: Counsel for the Committee

[Signature page for Plan Support Agreement]

EXHIBIT A

**TERM SHEET FOR GLOBAL SETTLEMENT AMONG
THE DEBTORS, THE SECOND LIEN LENDERS AND THE
OFFICIAL COMMITTEE OF UNSECURED CREDITORS**

THIS TERM SHEET SETS FORTH THE PRINCIPAL TERMS AND CONDITIONS OF A PROPOSED GLOBAL SETTLEMENT AMONG THE PARTIES. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, THIS TERM SHEET IS INTENDED TO BE ENTITLED TO THE PROTECTIONS OF RULE 408 OF THE FEDERAL RULES OF EVIDENCE AND ANY OTHER APPLICABLE STATUTES OR DOCTRINES PROTECTING THE USE OR DISCLOSURE OF CONFIDENTIAL INFORMATION AND INFORMATION EXCHANGED IN THE CONTEXT OF SETTLEMENT DISCUSSIONS. FURTHER, NOTHING IN THIS TERM SHEET SHALL BE AN ADMISSION OF FACT OR LIABILITY. UNTIL THE PLAN SUPPORT AGREEMENT DESCRIBED BELOW (AND TO WHICH THIS TERM SHEET WILL BE AN EXHIBIT) SHALL HAVE BEEN EXECUTED AND A COPY FILED WITH THE BANKRUPTCY COURT, THIS TERM SHEET SHALL BE TREATED AS STRICTLY CONFIDENTIAL AND MAY NOT BE SHARED WITH ANY PERSON OR ENTITY OTHER THAN THE DEBTORS AND THEIR PROFESSIONALS, THE SECOND LIEN LENDERS AND THEIR PROFESSIONALS, THE SECOND LIEN AGENT AND ITS PROFESSIONALS AND THE COMMITTEE'S PROFESSIONALS.¹

THIS TERM SHEET IS NOT AN OFFER OR A SOLICITATION WITH RESPECT TO ANY SECURITIES. ANY SUCH OFFER OR SOLICITATION WILL COMPLY WITH ALL APPLICABLE SECURITIES LAWS.

Parties	<p><u>Debtors:</u> General Wireless Operations Inc. d/b/a Radio Shack, General Wireless Holdings Inc., General Wireless Inc. and General Wireless Customer Service Inc. (collectively, the “<u>Debtors</u>”), as debtors in possession in the cases (the “<u>Cases</u>”) filed under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the District of Delaware (the “<u>Bankruptcy Court</u>”).</p> <p><u>The Second Lien Lenders:</u> Each of the lenders party to that certain Second Lien Credit Agreement, dated as of February 2, 2016 (as amended, restated, modified or supplemented from time to time, the “<u>Second Lien Credit Agreement</u>” and each lender thereunder, a “<u>Second Lien Lender</u>”), together with Cortland Capital Market Services LLC, as second lien agent thereunder (the “<u>Second Lien Agent</u>”).</p> <p><u>Committee:</u> The Official Committee of Unsecured Creditors appointed in the Cases (the “<u>Committee</u>”).</p>
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¹ This Term Sheet and the structure of the settlement set forth herein remains subject in all respect to tax review.

<p>Settlement and Means For Implementation</p>	<p>This Term Sheet describes the principal terms and conditions of a proposed global settlement (the “<u>Settlement</u>”) among the Debtors, the Second Lien Lenders, the Second Lien Agent and the Committee (the “<u>Parties</u>”), to be effectuated pursuant to a plan of reorganization (the “<u>Plan</u>”) and related documents (the “<u>Plan Documents</u>”), the form and substance of which shall be consistent with this Term Sheet and otherwise reasonably satisfactory to the Parties.</p> <p>The Parties will affirmatively support the Plan in accordance with the terms of the plan support agreement (the “<u>Plan Support Agreement</u>”) executed in connection herewith. The Parties shall use reasonable efforts to have the Plan confirmed and consummated by the deadlines set forth in the Plan Support Agreement. The date the Plan is consummated shall be referred to herein as the “<u>Effective Date</u>.”</p> <p>As further described herein, subject to the Effective Date, the Settlement is intended to resolve all disputes and issues between the Second Lien Lenders and the Second Lien Agent, on the one hand, and the Committee and Debtors’ estates, on the other hand, with respect to, among other things: (i) the principal terms of the Plan, including the treatment of administrative, priority and unsecured claims; (ii) the allowance and treatment of the Second Lien Lenders’ secured claims and liens; (iii) the establishment and funding of a Litigation Trust (as defined below); (iv) the allocation of Litigation Proceeds (as defined below); (v) the settlement and release of all Junior Challenges, including any Sprint Claims that were preserved under paragraph 4 of the Amended Stipulation Regarding Senior Challenge dated July 19, 2017 (the “<u>First Lien Stipulation</u>”); and (vi) releases of, among others, the Second Lien Lenders in any capacity, the Second Lien Agent and any persons who were officers and directors of the Debtors on or after the petition date.</p> <p>As provided in the Plan Support Agreement, the Parties may, with the written consent of all Parties, pursue the Settlement outside of the Plan if confirmation and consummation of the Plan are not feasible.</p>
<p>Plan Structure and Funding</p>	<p>The Plan shall provide for the reorganization of the Debtors. Standard General L.P. (“<u>SG</u>”) shall receive 100% of the common equity in the reorganized Debtors in exchange for \$5 million of “last out” Allowed Secured Lender Claims (as defined below) (the “<u>SG Contribution</u>”).</p> <p>To the extent not previously resolved, the Plan shall also provide for the preservation of certain litigation claims as described on <u>Annex I</u> (the “<u>Subject Claims</u>”), and the ultimate distribution of</p>

	<p>any Litigation Proceeds recovered on account of such Subject Claims for the benefit of holders of Allowed Secured Lender Claims (as defined below) and allowed general unsecured claims (“<u>Allowed General Unsecured Claims</u>”), among others.</p> <p>The Second Lien Lenders, through a debtor-in-possession facility (a “<u>DIP Facility</u>”) approved by an order of the Bankruptcy Court (the “<u>DIP Order</u>”) and/or an exit facility approved in connection with the Plan (the “<u>Exit Facility</u>”), shall fund the plan process and payments to be made under the Plan as described in this Term Sheet.</p> <p>Amounts advanced under any DIP Facility or Exit Facility shall be treated as provided for in the Plan and shall share in any Litigation Proceeds in accordance with <u>Annex 3</u>.²</p> <p>“<u>Litigation Proceeds</u>” means all cash, securities and other consideration, including any contingent or escrowed consideration, directly or indirectly recovered by the Debtors’ estates after July 31, 2017 or by the Litigation Trust on behalf of the Debtors’ estates, in either case, on account of the Subject Claims, net of expenses paid or payable in connection therewith, including, without limitation, any such amounts funded by the Debtors, the Second Lien Lenders, or the reorganized Debtors following the Effective Date, including through the DIP Facility or Exit Facility, including amounts paid to Bartlit Beck Herman Palenchar & Scott LLP (“<u>Bartlit Beck</u>”) and Klehr Harrison Harvey Branzburg LLP (“<u>Klehr Harrison</u>”), but excluding, for the avoidance of doubt, (i) the Initial Sprint Payment (as defined in the First Lien Stipulation), (ii) ordinary course payments or reimbursement made by Sprint Solutions, Inc. or its affiliates to the Debtors related to post-Petition Date business operations and (iii) funds held in or disbursed from escrow pursuant to that certain Escrow Agreement dated March 8, 2017 among General Wireless Operations Inc., Sprint Solutions, Inc., and Wilmington Trust, National Association, as escrow agent.</p> <p>The Litigation Proceeds shall be allocated in accordance with the sharing mechanism set forth on <u>Annex 3</u> hereto.</p>
<p>Treatment of the Second Lien Lenders’ Claims</p>	<p>The Parties agree that the Second Lien Lenders’ claims under the Junior Loan Credit Documents (as defined in the Final Cash Collateral Order) shall be allowed as secured claims in the amount set forth on <u>Annex 2</u> hereto, which amount includes principal and unpaid interest as of July 31, 2017, plus any interest accruing after July 31, 2017 and accrued and unpaid reasonable professional fees</p>

²

The Plan will provide that the Reorganized Debtors shall remain obligated with respect to any such DIP or Exit Facility to the extent such obligations are not satisfied by Litigation Proceeds.

	<p>and expenses of the Second Lien Agent and the Second Lien Lenders through the Effective Date, less (i) the SG Contribution and (ii) any cash distributions made under the Final Cash Collateral Order on account of such claims and other obligations following the date hereof (collectively, the “<u>Allowed Secured Lender Claims</u>”).</p> <p>Until paid in full, but subject to the DIP Order, the holders of the Allowed Secured Lender Claims shall continue to receive any distributions to which they are entitled under the Final Cash Collateral Order.</p> <p>On account of the Allowed Secured Lender Claims, the Second Lien Lenders shall receive their share of Litigation Proceeds as set forth on <u>Annex 3</u> hereto.</p> <p>If the holders of the “first out” Allowed Secured Lender Claims have not been paid in full as of the Effective Date, then the Plan will provide for a form of secured debt security to be issued by the reorganized Debtors to evidence the unpaid “first out” Allowed Secured Lender Claims in form and substance reasonably acceptable to the Debtors and the holders of the “first out” Allowed Secured Lender Claims (the “<u>Secured Note</u>”).³</p> <p>The Allowed Secured Lender Claims shall not be subject to avoidance, reduction, subordination, reconsideration, merger, recharacterization, consolidation, recoupment, recovery, deduction, attack, offset, objection, defense, claim (as defined in the Bankruptcy Code) or counterclaim under applicable provisions of the Bankruptcy Code (including sections 506, 510, 544, 547 and 548) or state law; and shall not be subject to disallowance under any provision of the Bankruptcy Code.</p> <p>All other claims against the Debtors shall receive the treatment as summarized in this Term Sheet and as more fully set forth in the Plan. Except as otherwise provided herein or in the Plan, all claims against the Debtors shall be discharged under the Plan, subject to the holders’ rights under the Plan, including with respect to the Litigation Trust.</p>
Treatment of Administrative Claims, Priority Claims and Other Secured Claims	<p>Other than administrative and priority claims paid in the ordinary course of business, the holders of allowed priority and administrative claims shall be paid in full in accordance with the Plan as required by section 1129 of the Bankruptcy Code; <u>provided</u> that the payment of professional fees shall be as provided for below.</p>

³ The Secured Note shall provide for terms acceptable to KKR and SG, including with respect to accrued interest, amortization, mandatory prepayments and collateral, but any payments of principal shall reduce the Allowed Secured Lender Claims for purposes of Annex 3.

	<p>Each allowed other secured claim shall be reinstated, or at the option of the Debtors, with the consent of the Second Lien Lenders, each holder of an allowed other secured claim shall receive either: (i) cash in the full allowed amount of such secured claim; (ii) the collateral securing such claim; or (iii) such other treatment as necessary to satisfy the requirements of section 1129 of the Bankruptcy Code on account of such allowed other secured claim.</p> <p>The Plan shall further provide for the payment in full of allowed professional fees and expenses; provided, however, that the allowed fees and expenses of the Committee's professionals incurred through July 31, 2017 (excluding any fees and expenses of Bartlit Beck and Klehr Harrison incurred in connection with the Subject Claims) shall be subject to a \$1.4 million cap, \$100,000 of which shall be payable upon the Effective Date. Any additional amounts incurred by the Committee's professionals prior to July 31, 2017, subject to a cap of \$25,000, and any amounts incurred by the Committee's professionals following July 31, 2017 (excluding any fees and expenses of Bartlit Beck and Klehr Harrison incurred in connection with the Subject Claims), shall be paid (i) subject to the budget, by the Debtors in the ordinary course and netted on a dollar for dollar basis from the \$500,000 initial trust funding amount (the "<u>Trust Reserve</u>"); and (ii) the balance from any GUC Recoveries. In no event shall the fees and expenses of the Committee's professionals payable from the Trust Reserve exceed \$300,000.</p> <p>In the event that sufficient Litigation Proceeds have not been received as of the time that administrative and priority claims are to be paid pursuant to the Plan, such payments shall be funded by the DIP Facility or the Exit Facility; <u>provided, however</u>, that it shall be a condition to the Plan (waivable by the Second Lien Lenders) that allowed administrative and priority claims (excluding professional fees and claims secured by escrowed funds) that have not been, or will not be, satisfied in the ordinary course of business, shall not exceed (or shall be estimated as of the Effective Date not to exceed) \$2,500,000.</p>
Treatment of General Unsecured Claims	<p>The holders of Allowed General Unsecured Claims shall be entitled to share in the Litigation Proceeds allocated to Allowed General Unsecured Claims as set forth on <u>Annex 3</u> hereto, together with any recoveries (collectively, the "<u>GUC Recoveries</u>") on account of the claims and causes of action set forth on <u>Annex 4</u> hereto (the "<u>Retained GUC Actions</u>"), net of any expenses associated with the Retained GUC Actions or any costs associated with the Litigation Trust in excess of the Trust Reserve.</p>

	<p>The Second Lien Lenders in such capacity shall waive their right to share in any GUC Recoveries on account of any unsecured deficiency claims against the Debtors and their estates.</p>
The Litigation Trust	<p>The Plan shall provide for the creation of a litigation trust (the “<u>Litigation Trust</u>”) on the Effective Date.</p> <p>On the Effective Date, the following assets will be transferred to the Litigation Trust: (i) the remaining Trust Reserve (the “<u>Initial Trust Funding</u>”); (ii) to the extent the Subject Claims are not resolved as of the Effective Date, the Subject Claims; (iii) to the extent the Subject Claims are not resolved prior to the Effective Date, an amount to be agreed upon to prosecute the Subject Claims (the “<u>Litigation Funding Amount</u>”), which amount may be funded in a lump sum or with periodic payments; and (iv) the Retained GUC Actions. The Litigation Funding Amount shall be available only to pay the fees and expenses incurred in connection with the prosecution of the Subject Claims.</p> <p>A trust agreement (the “<u>Trust Agreement</u>”) shall govern the Litigation Trust and will set forth the powers, duties and responsibilities of a trustee (the “<u>Litigation Trustee</u>”) to be selected by the Committee and reasonably acceptable to KKR and SG (each as defined below). The Trust Agreement will be filed with the Bankruptcy Court in connection with the Plan.</p> <p>The Litigation Trustee, together with its agents, representatives and professionals, shall be responsible for, among other things: (i) the prosecution of the Subject Claims, acting at the direction of a three member oversight committee (the “<u>Litigation Oversight Committee</u>”) established pursuant to the Plan and consisting of one member being appointed by Kohlberg Kravis Roberts & Co. (“<u>KKR</u>”), one member being appointed by SG, and one member being appointed by the Committee; (ii) the distribution of the Litigation Proceeds, if any, in accordance with the sharing mechanism set forth in <u>Annex 3</u>; (iii) the administration of any recoveries on account of any Retained GUC Actions to holders of Allowed General Unsecured Claims in accordance with the Plan and the Trust Agreement; and (iv) the reconciliation of and any objections to general unsecured claims, distributions to holders of Allowed General Unsecured Claims, and any related tax reporting. For the avoidance of doubt, the costs of (iii) and (iv) shall be paid solely out of GUC Recoveries and the Initial Trust Funding, subject to any reserves established by the Litigation Trustee.</p> <p>In carrying out the responsibilities set forth above, the Litigation Trustee shall have the authority, subject to the terms of the Trust Agreement and acting at the direction of the Litigation Oversight</p>

	<p>Committee (solely with respect to the prosecution of the Subject Claims, including with respect to the retention and compensation of counsel with respect thereto), as applicable, to: (i) retain and pay professionals as necessary to carry out the purposes of the Litigation Trust or as contemplated hereby; (ii) object to, reconcile, seek to subordinate, compromise or settle any or all general unsecured claims; (iii) establish reserves and invest cash out of the Initial Trust Funding and GUC Recoveries; (iv) prepare and file tax returns for the Litigation Trust; and (v) wind-up the affairs of the Litigation Trust and dissolve it under applicable law; <u>provided</u> that the Litigation Trustee may establish a reasonable reserve out of the Initial Trust Funding for the purpose of paying professionals to (a) prepare and file the Litigation Trust's tax returns for two years following the Effective Date and (b) make distributions of the Litigation Proceeds to the Second Lien Agent as provided for herein.</p> <p>All costs and expenses, including professional fees, incurred after the Effective Date in connection with, among other things, the establishment, operation and liquidation of the Litigation Trust, the prosecution of the Retained GUC Actions and the other responsibilities of the Litigation Trustee as set forth above shall be paid for out of the Initial Trust Funding or GUC Recoveries, subject to the proviso to the last paragraph, and neither the Debtors, their estates, the reorganized Debtors nor the Second Lien Lenders shall have any liability therefor; <u>provided</u> that the Litigation Funding Amount shall be available solely to pay any fees and expenses incurred in connection with the prosecution of the Subject Claims.</p>
Releases, Injunctions and Exculpation	<p>The Plan shall include standard release, injunction and exculpation provisions as well as, but not limited to:</p> <p>To the maximum extent permitted by law, exculpation of the Debtors, the Committee, the Agent and the Lenders and their respective officers, directors, managers, employees, members, professionals, agents, advisors, and representatives as to any actions taken in connection with these chapter 11 cases; Plan injunction language reasonably acceptable to the Parties; and</p> <p>A release of all claims of and by the Debtors and their estates (including all derivative claims), the Committee, and the holders of claims against and equity interests in the Debtors or their estates, in each case, as against the Second Lien Agent, the Second Lien Lenders, KKR and SG and their respective affiliates, the lenders and agent under the DIP Facility, each in any capacity, and the directors and officers of the Debtors that held such positions for</p>

	<p>any period on and following the Petition Date (collectively, the “Releasees”). Such releases shall also cover the Releasees’ respective affiliates and their current and former officers and directors (except that with respect to the Debtors’ officers and directors, the release shall not include any former officers and directors (other than appointees of either SG or KKR) and shall only include officers and directors of the Debtors that held such positions on or after the petition date (or were appointees of SG or KKR)), managers, partners, principals, shareholders, members, employees, agents, advisory board members, financial advisors, attorneys, accountants, investment banks, consultants, representatives, and other professionals (each in its respective capacity as such); <u>provided however</u>, that the foregoing release shall not release any claim of the Debtors or their estates against any Releasee (other than the Second Lien Agent and the Second Lien Lenders) to the extent the same may be asserted as an affirmative defense or to establish any right of setoff of recoupment.</p>
Avoidance Actions and Estate Claims	<p>Neither the Debtors, the Committee, the Second Lien Agent, the Second Lien Lenders, the Litigation Trust, the Litigation Trustee, nor any other fiduciary or representative for the Debtors’ estates or creditors, and each of their respective successors and assigns, shall bring any cause of action under section 502(d), 544, 545, 547, 548, 549, 550 or 553 of the Bankruptcy Code against any person or entity (collectively, the “Avoidance Actions”), each of which shall be waived under the Plan, other than Subject Claims and Retained GUC Actions.</p> <p>The reorganized Debtors shall retain any claims and causes of action that are not Subject Claims, Retained GUC Actions, or claims expressly waived or released under the Plan.</p>
Key Contracts and Agreements	<p>To the extent contemplated by the Plan, the Debtors will seek to assume, pursuant to, <u>inter alia</u>, section 365 of the Bankruptcy Code, those agreements and contracts that may be mutually agreed upon by the Debtors and Standard General.</p>
No Admission	<p>Nothing in the Term Sheet is or shall be deemed to be an admission of any kind.</p>

Annex 1

Subject Claims

Any and all claims and causes of action that have been or may in the future be asserted by or on behalf of the Debtors' estates against Sprint Solutions, Inc. or Carphone Warehouse (or their respective affiliates), whether pursuant to the Complaint filed by the Second Lien Agent and the Committee dated June 28, 2017 or otherwise. For the avoidance of doubt, the Subject Claims shall not include (i) claims for ordinary course obligations owed by Sprint Solutions, Inc. or its affiliates to the Debtors related to post-Petition Date business operations or (ii) the right to funds held in escrow pursuant to that certain Escrow Agreement dated March 8, 2017 among General Wireless Operations Inc., Sprint Solutions, Inc., and Wilmington Trust, National Association, as escrow agent, all of which shall vest in the reorganized Debtors and shall not be waived or released.

Annex 2

Allowed Lender Claims

	<u>Outstanding Principal as of 7/31/2017</u>	<u>Outstanding Interest as of 7/31/2017⁴</u>	<u>Total Amount Due as of 7/31/2017</u>
<u>TLA</u>			
Standard General Master Fund L.P.	1,725,783.10	86,289.15	1,812,072.25
P Standard General Ltd.	4,026,827.23	201,341.36	4,228,168.59
<u>TLB-1</u>			
Prisma Spectrum Fund LP	2,620,500.05	99,551.10	2,720,051.15
KKR Tactical Value SPN	6,099,860.44	231,729.75	6,331,590.19
Polar Bear Fund LP	4,391,899.52	166,845.42	4,558,744.94
<u>TLB-2</u>			
Standard General Master Fund L.P.	2,623,966.50	84,376.32	2,708,342.81
<u>TLB-3</u>			
Saba Capital Leveraged Master Fund Ltd.	358,184.69	11,517.79	369,702.48
Saba Capital Master Fund II Ltd.	941,112.71	30,262.44	971,375.15
Saba Capital Series LLC - Series 1	456,509.89	14,679.54	471,189.44
TOTAL (TL)			24,171,237.01
<u>RC</u>			
Standard General Master Fund L.P.	33,532,630.46	1,173,642.07	34,706,272.53
SG Gaming LLC	24,328,924.56	851,512.36	25,180,436.91
TOTAL (RC)			59,886,709.44
TOTAL (T/L and RC)			84,057,946.45

⁴ From the Petition Date through July 31, 2017, 18,000,000.01 in interest and principal was paid under the Second Lien Agreement.

Litigation Proceeds Allocation

First to satisfy any unpaid allowed administrative and priority claims payable under the Plan; provided that the fees and expenses of the Committee shall be paid as provided in the Term Sheet;

Next, to reimburse the Second Lien Lenders for any amounts advanced by them under the DIP Facility or an Exit Facility (i) to pay administrative and priority claims under the Plan, (ii) to provide the Debtors with liquidity prior to the Effective Date pursuant to the DIP Facility, (iii) to provide funding for the litigation of the Subject Claims, including the Litigation Funding Amount or (iv) to fund the Initial Trust Funding as described in the Term Sheet;

The next \$5,000,000 of Litigation Proceeds shall be allocated 80% for the benefit of the Second Lien Lenders holding “first out” Allowed Secured Lender Claims and 20% to the Litigation Trust for the benefit of holders of Allowed General Unsecured Claims;

The balance shall be allocated 90% for the benefit of the Second Lien Lenders on account of the Allowed Secured Lender Claims until paid in full (with the “first out” Lenders being paid first and then the “last out” Lenders, but excluding the SG Contribution) and 10% to the Litigation Trust for the benefit of holders of Allowed General Unsecured Claims until paid in full; provided that upon the repayment in full of the Allowed Secured Lender Claims (excluding the SG Contribution), all remaining Litigation Proceeds shall be allocated to the Litigation Trust for the benefit of holders of Allowed General Unsecured Claims until paid in full, with distributions to holders of Allowed General Unsecured Claims made in accordance with the Plan, and then to the existing equity holders of General Wireless Inc. or as otherwise provided in the Plan.

Annex 4

Retained GUC Actions

Subject to the releases and exculpation set forth in the Term Sheet, any and all claims and causes of action that may be asserted by or on behalf of the Debtors' estates against any of the Debtors' former officers and directors who both (i) no longer held such positions as of March 8, 2017 and (ii) were not directors designated by any of the Second Lien Lenders or their affiliates.

Any and all claims and causes of action that have been, or may be in the future be, asserted by or on behalf of the Debtors' estates against Branding Brand, Inc. and any of its affiliates, arising out of or related in any way to that certain Master Subscription Agreement, dated as of August 20, 2015, and any related agreements or amendments thereto.

Exhibit C**Retained Causes of Action, Specified Causes of Action and Retained Creditor Actions**

Unless any Causes of Action against an Entity are transferred to the Litigation Trust as a Litigation Trust Asset or expressly waived, relinquished, exculpated or released in the Plan or any Final Order, including the waiver of Remaining Avoidance Claims under the Plan, the Reorganized Debtor reserves and shall retain the applicable Causes of Action. Specified Causes of Action and Retained Creditor Actions, as defined in the Plan, are Litigation Trust Assets that will vest in and may be enforced by the Litigation Trust upon and after the Effective Date.

EACH ENTITY THAT IS NOT A RELEASED PARTY UNDER THE PLAN SHOULD ASSUME THAT IT WILL OR MAY BE PURSUED BY THE REORGANIZED DEBTOR OR THE LITIGATION TRUST, AS APPLICABLE, FOR ANY CAUSES OF ACT HELD BY ANY OF THE DEBTORS OR THE ESTATES AGAINST IT. Without limiting the foregoing, and without limitation as to any other Entity against whom the Debtors or their Estates hold or may hold Causes of Action that are preserved under the Plan, any and all Causes of Action of any of the Debtors or the Estates against any of the following Entities, or against any of the following Entities' respective affiliates, parents, subsidiaries, employees, officers, directors, agents and other Persons acting on behalf of any them, are fully preserved and may be enforced, or continue to be enforced, following the Effective Date by the Reorganized Debtor or Litigation Trust, as applicable:

1. AT&T
2. Berjaya RS SDN. BHD, BRS (Cayman) Limited, Berjaya Retail RS (Cayman) Limited, and Berjaya Retail Berhad
3. Branding Brand, Inc.
4. Brightstar US Inc.
5. Cognizant Technology Solutions
6. Domo Inc.
7. NetSuite, Inc.
8. Oracle America Inc.
9. Sprint Corporation, Sprint Communications, Inc., Sprint Solutions, Inc., Sprint Spectrum L.P., SprintCom, Inc., Sprint PCS Assets, L.L.C., APC Realty and Equipment Company, LLC, and Sprint eWireless, Inc.
10. The Carphone Warehouse Ltd. and Dixons Carphone plc.
11. Tyco Integrated Security LLC
12. Subject to the releases and exculpation set forth in the Plan, any of the Debtors' former officers and directors who both (i) no longer held such positions as of March 8, 2017 and (ii) were not directors designated by any of the Second Lien Lenders or their affiliates.

Exhibit D

GENERAL WIRELESS OPERATIONS INC.
HYPOTHETICAL LIQUIDATION ANALYSIS

THE AMOUNTS PRESENTED ARE ESTIMATES AND ARE BASED UPON THE ASSUMPTIONS NOTED.
ACTUAL RESULTS COULD VARY MATERIALLY FROM WHAT IS PRESENTED

Pursuant to section 1129(a)(7) of the Bankruptcy Code (often identified as the "best interests test"), Holders of Allowed Claims must either (a) accept the Plan or (b) receive or retain under the Plan property of a value, as of the Plan's assumed Effective Date, that is not less than the value such non-accepting Holder would receive or retain if the Debtors were liquidated under chapter 7 of the Bankruptcy Code ("Chapter 7" and, the cases thereunder, the "Chapter 7 Cases" and, the trustee appointed thereunder, "Chapter 7 Trustee").

In determining whether the best interests test has been met, the first step is to determine the dollar amount that would be generated from a hypothetical liquidation of the Debtors' assets under Chapter 7. The Debtors have prepared this hypothetical liquidation analysis (the "Liquidation Analysis") in connection with the Disclosure Statement. The Liquidation Analysis reflects the estimated cash proceeds, net of liquidation-related costs that would likely be available to the Debtors' creditors if the Debtors were to be liquidated under Chapter 7 as an alternative to continued operation of the Debtors' businesses under the Plan. Accordingly, asset values discussed herein may be different than amounts referred to in the Plan. The Liquidation Analysis is based upon the assumptions discussed herein and in the Disclosure Statement. All capitalized terms not defined in this Liquidation Analysis have the meanings ascribed to them in the Disclosure Statement.

UNDERLYING THE LIQUIDATION ANALYSIS ARE NUMEROUS ESTIMATES THAT, ALTHOUGH DEVELOPED AND CONSIDERED REASONABLE BY THE DEBTORS, ARE INHERENTLY SUBJECT TO SIGNIFICANT BUSINESS, ECONOMIC, REGULATORY, LITIGATION AND COMPETITIVE UNCERTAINTIES AND CONTINGENCIES BEYOND THE CONTROL OF THE DEBTORS AND THEIR MANAGEMENT. ACCORDINGLY, THERE CAN BE NO ASSURANCE THAT THE VALUES REFLECTED IN THE LIQUIDATION ANALYSIS WOULD BE REALIZED IF THE DEBTORS WERE, IN FACT, LIQUIDATED UNDER CHAPTER 7 OF THE BANKRUPTCY CODE, AND ACTUAL RESULTS COULD MATERIALLY DIFFER FROM THE RESULTS SET FORTH HEREIN.

General Assumptions:

This Liquidation Analysis assumes the Chapter 7 conversion and liquidation of the Debtors (collectively the "Company,"). Consistent with the Company's books and records, this Liquidation Analysis is presented with the assets and liabilities of the Debtors consolidated into General Wireless Operations Inc. The Liquidation Analysis assumes hypothetically that the Chapter 11 Cases are converted to Chapter 7 Cases on October 25, 2017 (the "Conversion Date").

Asset Realization Assumptions:

The assumptions, as described, are based on the Company's August 2017 legal entity level balance sheets unless otherwise stated. The Liquidation Analysis assumes a range of recoveries for the Company's assets, with a low and high hypothetical values and the Debtors best business case judgment of the outcomes for different recoveries of assets.

NOTES TO ANALYSIS

All Dollars in Millions

1. Cash on Hand as of October 25, 2017. Assumes only \$1.0mm of \$2.0mm DIP Facility Loan drawn as of October 25, 2017.
2. As of August 26, 2017, the Debtors had \$0.9mm of utility deposits and \$0.3mm of various deposits and impressed accounts with credit card and benefits providers that are currently being reconciled.
3. The Debtors' insurance providers for Workers Compensation and General Liability insurance drew on \$2.6mm of letters of credit in August 2017, representing the full balance of the letters of credit held by them. Current outstanding claims as of July 31, 2017 against those insurance carriers is approximately \$0.5mm. As of August 26, 2017, the Debtors hold \$1.9mm in healthcare escrow reserves, against which approximately \$0.5mm of healthcare claims have been asserted.
4. The Debtors best estimate of inventory as of October 25, 2017 is approximately \$12.0mm. This is subject to material revisions based on sell-through rates, continued inventory rationalization efforts and holiday inventory purchases.
5. Assumes that a Chapter 7 Trustee would realize a net recovery of 10% on approximately \$12mm of potentially preferential transfers.
6. The Debtors drew \$1.0mm on or about August 30, 2017 under the DIP Facility Loan.
7. The Debtors estimate that in a Chapter 7 Case the Second Lien Lenders would assert a Junior Diminution Claim (under and as defined in the Final Cash Collateral Order) of at least \$9.0mm, based upon the aggregate expenses reflected in "Restructuring Expenses Carve-Out" section of the Budget (as extended from time to time) under and as defined in the Final Cash Collateral Order through October 25, 2017, and the \$1.0mm drawn on the priming DIP Facility. The Debtors believe \$9.0mm is conservative due to at least \$7.0mm of payments since March 8, 2017 related to continued employee benefits, landlords and employees administering the Chapter 11 Case. In the Low Case, the Diminution Claim Recovery of \$5.4mm is due to exhaustion of remaining assets for Secured Lenders claims.
8. Assumes Chapter 7 Trustee expenses of \$50k per month for thirty-six months and 3% of Net Asset Recovery.
9. Administrative Claims relate primarily to utilities and property taxes and claims of Creditors' Committee professionals in excess of the Carve-Out under the Final Cash Collateral Order, all as accrued on a post-petition basis.
10. The Debtors estimate \$1.5mm of Priority Unsecured Claims comprising Priority Tax Claims and employee-related Priority Non-Tax Claims.
11. The \$110.0mm figure represents the Debtors' good faith estimate of the aggregate amount of General Unsecured Claims that ultimately will be allowed, but that General Unsecured Claims totaling more than \$143.7mm million have been filed.
12. As discussed in the Disclosure Statement, litigation against Sprint was filed by the Committee and the Second Lien Agent on June 28, 2017, alleging claims for damages asserted to exceed \$500mm. The Debtors assume that any recovery realized in that litigation will be net of up to \$3.5mm of monthly legal fees, a 15% contingency legal fee (reduced by a portion of the monthly fees) and out-of-pocket expenses. In a Chapter 7 Liquidation, unless an outside party is found to fund the Sprint Litigation, the Secured Lenders would only fund litigation to cover their own claims and

litigation-related expenses. The Sprint Litigation Waterfall illustrates recovery illustrations based upon the division of Litigation Proceeds (if any) agreed upon in the Debtors' proposed Plan. In a Chapter 7 Liquidation, it is not known whether or to what extent the Second Lien Lenders would agree to split any Litigation Proceeds on which they hold liens.

13. In a Chapter 11 Plan, the Last Out Second Lien Lenders have agreed to accept equity in the Reorganized Debtor in exchange for an aggregate amount of \$5.0mm of the Last out Second Lien Secured Claims.

CHAPTER 7 LIQUIDATION ANALYSIS

		Chapter 7		
		Low	High	Base
1	Cash on Hand 10/25/17	\$0.5	\$0.5	\$0.5
2	Deposits	\$1.0	\$1.0	\$1.0
3	Other Receivables	\$1.9	\$2.4	\$2.2
4	Inventory Realization	\$3.0	\$7.0	\$5.0
5	Avoidance Actions	\$0.0	\$2.4	\$1.2
	Net Asset Realization	\$6.4	\$13.3	\$9.9
6	DIP Facility Loan	(\$1.0)	(\$1.0)	(\$1.0)
7	Diminution Claim	(\$5.4)	(\$9.0)	(\$8.8)
	Net Proceeds for Secured Lenders	\$0.0	\$3.3	\$0.0
	Outstanding Secured Claims	\$81.1	\$81.1	\$81.1
7	Diminution Claim Recovery	(\$5.4)	(\$9.0)	(\$8.8)
	Net Proceeds for Secured Lenders	\$0.0	(\$3.3)	(\$0.0)
	Pro Forma Secured Claims	\$75.7	\$68.8	\$72.3
	% Recovery	7%	15%	11%
	Remaining Proceeds After Secured Lenders Payment	\$0.0	\$0.0	\$0.0
8	Chapter 7 Statutory Fees+Trustee Expenses	(\$2.0)	(\$2.2)	(\$2.1)
9	Chapter 11 Administrative Claims + KEIP/KERP	(\$1.9)	(\$2.2)	(\$2.1)
10	Priority Unsecured Claims	(\$1.5)	(\$1.5)	(\$1.5)
11	General Unsecured Claims	(\$110.0)	(\$110.0)	(\$110.0)
	% Recovery For			
	Chapter 7 Statutory Fees+Trustee Expenses	0%	0%	0%
	Chapter 11 Administrative Claims + KEIP/KERP	0%	0%	0%
	Priority Unsecured	0%	0%	0%
	General Unsecured Claims	0%	0%	0%
	Subordinated Claims	0%	0%	0%
	Equity Interests	0%	0%	0%

SPRINT LITIGATION WATERFALL

12	<u>Sprint Litigation Waterfall</u>								
	Gross Litigation Proceeds	\$50.0	\$100.0	\$200.0	\$300.0	\$400.0	\$500.0	\$600.0	\$650.0
	Monthly Litigation Fees	(\$3.5)	(\$3.5)	(\$3.5)	(\$3.5)	(\$3.5)	(\$3.5)	(\$3.5)	(\$3.5)
	Monthly Expenses	(\$1.5)	(\$1.5)	(\$1.5)	(\$1.5)	(\$1.5)	(\$1.5)	(\$1.5)	(\$1.5)
	Contingency Fees	(\$6.8)	(\$14.3)	(\$29.3)	(\$44.3)	(\$59.3)	(\$74.3)	(\$89.3)	(\$96.8)
	Contingency Fee Reduction	\$2.2	\$2.2	\$2.2	\$2.2	\$2.2	\$2.2	\$2.2	\$2.2
	Net Proceeds After Legal fees	\$40.4	\$82.9	\$167.9	\$252.9	\$337.9	\$422.9	\$507.9	\$550.4
	Less: Repayment of DIP Facility	(\$1.0)	(\$1.0)	(\$1.0)	(\$1.0)	(\$1.0)	(\$1.0)	(\$1.0)	(\$1.0)
	Less: Administrative Claims	(\$1.0)	(\$1.0)	(\$1.0)	(\$1.0)	(\$1.0)	(\$1.0)	(\$1.0)	(\$1.0)
	Less: Priority Unsecured Claims	(\$1.5)	(\$1.5)	(\$1.5)	(\$1.5)	(\$1.5)	(\$1.5)	(\$1.5)	(\$1.5)
	Less: Committee Professionals Trust	(\$0.4)	(\$0.4)	(\$0.4)	(\$0.4)	(\$0.4)	(\$0.4)	(\$0.4)	(\$0.4)
	Less: KERP/KEIP	(\$1.2)	(\$1.2)	(\$1.2)	(\$1.2)	(\$1.2)	(\$1.2)	(\$1.2)	(\$1.2)
	Net Proceeds for Distribution	\$35.3	\$77.8	\$162.8	\$247.8	\$332.8	\$417.8	\$502.8	\$545.3
13	Total Secured Claims	\$76.1	\$76.1	\$76.1	\$76.1	\$76.1	\$76.1	\$76.1	\$76.1
	Total Unsecured Claims	\$110.0	\$110.0	\$110.0	\$110.0	\$110.0	\$110.0	\$110.0	\$110.0
	First \$5mm Remaining for Distribution Under IV.C.3 in Chapter 11 (80/20)								
	Secured Lenders	\$4.0	\$4.0	\$4.0	\$4.0	\$4.0	\$4.0	\$4.0	\$4.0
	Unsecured Creditors	\$1.0	\$1.0	\$1.0	\$1.0	\$1.0	\$1.0	\$1.0	\$1.0
	Remaining for Distribution Under IV.C.4 in Chapter 11 (90/10)	\$30.3	\$72.8	\$157.8	\$242.8	\$327.8	\$412.8	\$497.8	\$540.3
	Remaining Balance After 80/20 Split on First \$5mm								
	Total Secured Claims	\$72.1	\$72.1	\$72.1	\$72.1	\$72.1	\$72.1	\$72.1	\$72.1
	Estimated Unsecured Creditors	\$109.0	\$109.0	\$109.0	\$109.0	\$109.0	\$109.0	\$109.0	\$109.0
	Total Distribution to								
	Secured Claims	\$31.3	\$69.5	\$76.1	\$76.1	\$76.1	\$76.1	\$76.1	\$76.1
	Unsecured Creditors	\$4.0	\$8.3	\$86.7	\$110.0	\$110.0	\$110.0	\$110.0	\$110.0
	Subordinated Creditors and Interests	\$0.0	\$0.0	\$0.0	\$61.7	\$146.7	\$231.7	\$316.7	\$359.2
	Total	\$35.3	\$77.8	\$162.8	\$247.8	\$332.8	\$417.8	\$502.8	\$545.3



General Wireless Operations Inc. Supplementary Materials – Operations and Financial Projections

September 2017

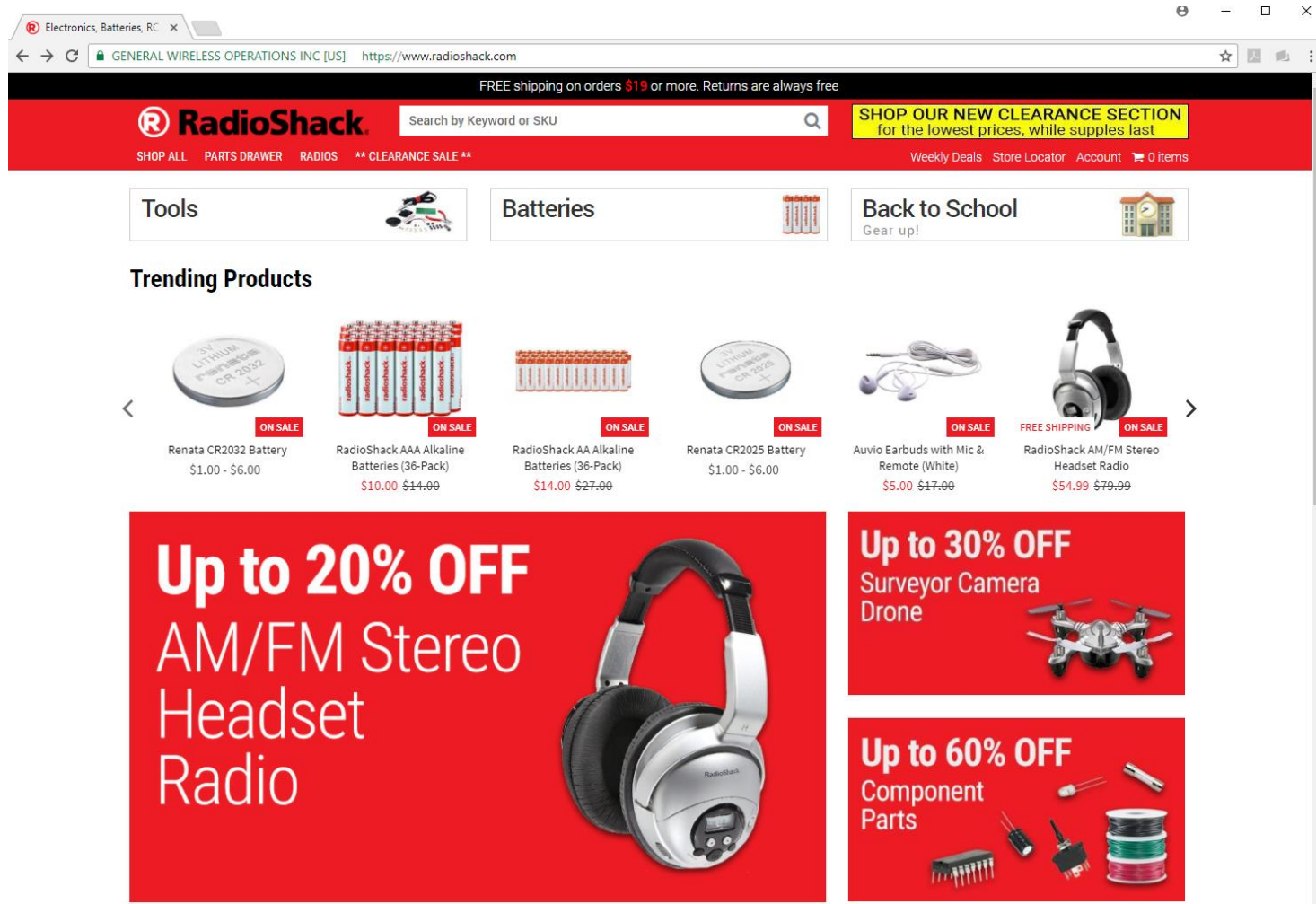
Disclaimer

General Wireless Inc., along with its affiliates and subsidiaries (together “General Wireless”), cautions the reader that certain statements in this presentation are “forward-looking statements”. Forward-looking statements are not guarantees of future performance. They involve risks, uncertainties and other important factors. General Wireless dba RadioShack’s actual future results, performance or achievement of results may differ materially from any such results, performance or achievement expressed or implied by these statements. General Wireless cautions the reader not to put undue reliance on any forward-looking statements. In addition, General Wireless does not have any intention or obligation to update the forward-looking statements in this document. Any such statements and projections reflect various estimates and assumptions by General Wireless concerning anticipated results. No representations or warranties are made by General Wireless as to the accuracy of any such statements or projections. Whether or not any such forward looking statements or projections are in fact achieved will depend upon future events that are not within the control of General Wireless. Accordingly, actual results may vary from the projected results and such variations may be material.

This presentation also contains certain non-GAAP financial measures. General Wireless believes that these non-GAAP financial measures are widely used by investors as indicators of a company’s operating performance. These non-GAAP financial measures, while providing useful information, should not be considered as an indicator of operating performance in isolation or as a substitute for General Wireless Operations Inc. dba RadioShack’s actual net earnings. Investors should carefully consider the specific items included in General Wireless’ computations of these measures.

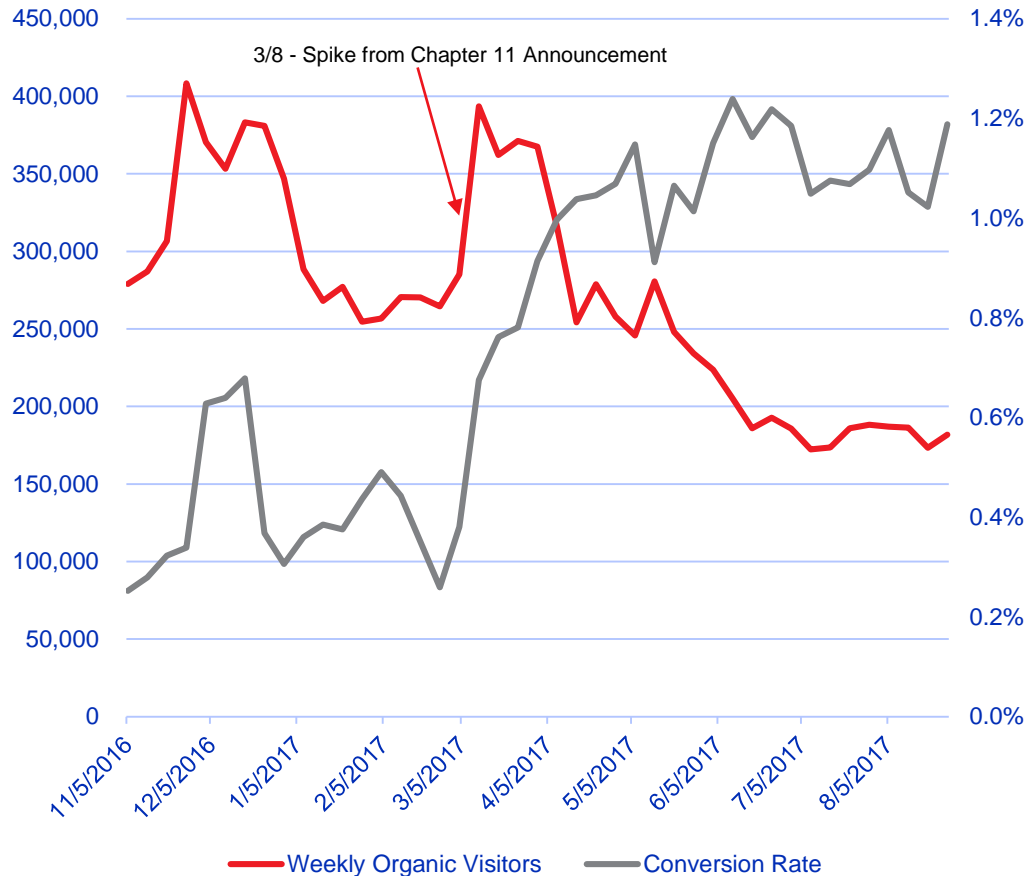
RadioShack.com

- General Wireless brought management of RadioShack.com in-house in 2016 and relaunched in November 2016
- General Wireless utilized the website in March-June 2017 to liquidate excess and low-margin inventory



RadioShack.com

- While organic visitors have slowed down since General Wireless closed roughly 1,500 brick and mortar stores, online conversion rates have increased from a November 2016 low of 0.3% to a steady state “post-closure” rate of 1.2%. This increase has occurred despite the reduction in weekly advertising expense from \$15k to \$8k in late summer 2017.
- Since early June 2017, the weekly sales run-rate has averaged \$80k per week, when the advertising expense was dropped from \$11k to \$8k per week in preparation for summer slow down and transition from the legacy IT systems.



- Consumers continue to maintain a high awareness of the RadioShack brand, as 43% of visits to RadioShack.com are generated by consumers typing in “RadioShack” into Google and another 32% of visits are from consumers typing “RadioShack.com” directly into their browser.
- Only 10% of visitors are driven to the site through paid search, which is a significant opportunity.

Referrer (June 1-August 30)

Referrer	Visitors	Location
Organic Google (search term "RadioShack")	1,059,328	43%
Direct RadioShack (Radioshack.com)	783,886	32%
Paid Google	199,826	8%
Organic Bing (search term "RadioShack")	93,177	4%
Organic Yahoo! (search term "RadioShack")	65,778	3%
Paid Bing	16,365	1%
Instructables	8,925	0%
Organic Android Search	7,175	0%
Other (5,414 other sites Linking to RadioShack.com)	202,534	8%
Total Sessions	2,436,994	

Dealer Channel

- Through all of the turmoil over the past few years, RadioShack has continued to maintain a strong contingent of approximately 400 domestic independent RadioShack Dealers
- In general the Dealers are distributed in small towns across the country and have become fixtures in their communities
 - 108 of the Dealers opened between 1970-1989 with the average age of the stores almost 25 years old
- The Dealer business is viewed as a viable long-term growth channel for RadioShack as most Dealers are “self-managed.” This vastly increases the profitability of the stores as compared to the legacy RadioShack stores, as the elimination of the profitability of a store after \$50k of manager payroll is significant
- General Wireless undertook a revitalization of the dealer network in October 2016 with a new entrepreneurial culture
- In June 2017, legacy RadioShack systems were phased out (as part of the General Wireless bankruptcy) and new Dealer “portals” were built to upgrade and enhance the Dealer network
- During the period beginning July 1, 2017 through August 30, 357 Dealers have activated their new IT credentials and 298 have placed orders
- Dealers were initially hesitant to place orders, but we have seen an uptick following the resolution with the RadioShack brand
- While previous RadioShack management failed to focus on the business and only opened 6 new Dealer stores between 2012-2016, the new team has signed up 6 new Dealer stores since March 2017 and has a number of additional prospects in the pipeline
- General Wireless has identified a significant opportunity for new Dealers to open stores in recently “closed” RadioShack locations, as many stores remain vacant and still have signage installed



Dealer Channel








New Dealer Portal (Business.RadioShack.com)*

Congratulations! Your order ships for FREE.

RadioShack Business Search by Keyword or SKU Need Help? Contact us at dealerhelpdesk@radio shack.com
 ORDER FORM ALL IN-STOCK PRODUCTS BROWSE CATALOG Store #: STAFF Logout 7 SKUs (\$2,805.01)

Your Cart

Search by Keyword or SKU RSPOS Upload

SKU	Product	Dealer	Retail	MSRP	Avail	Quantity	Total
1500093	 1500093: RadioShack Digital Audio-to-Analog Converter		\$28.00	\$40.00	1003	15	
1201681	 1201681: RadioShack 1.8-Inch Red LED Extra Loud Dual Alarm Clock Radio		\$32.00	\$40.00	35	10	
1201573	 1201573: RadioShack 6-Foot Lightning-to-USB Cable (White)		\$12.00	\$20.00	471	100	
1201178	 1201178: RadioShack Portable Digital Tuning AM/FM/Weather Band Table Radio		\$38.49	\$54.99	324	20	
1200889	 1200889: RadioShack AM/FM Weather Tabletop Radio		\$31.49	\$44.99	308	6	
1200518	 1200518: RadioShack AM/FM Stereo Headset Radio		\$54.99	\$79.99	481	10	
0500253	 0500253: RadioShack T-Sack Bag - Small (2000 ct)				47	1	

Empty Cart Update Cart

SUBTOTAL \$2,805.01

Check Out Now

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Innovative Electronics RadioShack
 Clermont, Florida. Population: 33,549

Owner Jon Toothman stepped into a rejected RadioShack lease



Gadget Central RadioShack
 Baraboo, Wisconsin. Population: 12,048



*Dealer pricing blacked out for proprietary reasons

Supply Chain

- Through the bankruptcy, General Wireless has maintained a robust supply of inventory in some SKUs, while the dwindling supply in other SKUs has led to the re-ignition of the Supply Chain
- Since March General Wireless has purchased roughly \$1.6mm of SKUs from 10 different suppliers
- Additionally, General Wireless has reengaged with roughly 35 suppliers who have expressed willingness to deal, albeit on tighter terms than historical levels provided
 - The 10 Suppliers with whom General Wireless has executed orders represent 18% of the General Wireless sales in 2016
 - The 35 Vendors General Wireless has reengaged represented 35% of General Wireless sales in 2016
 - Only 1 of the General Wireless' top 20 historical vendors has refused to reengage, and fortuitously, General Wireless is actively working to transition away from that vendors commodity, cabling
 - The Supply Chain participants have been generally supportive and attracted to the new RadioShack eCommerce and Dealer Model

Multi-Year Financials

- The Company has in place a \$2.0mm DIP facility
- To exit with adequate liquidity, the company will source a \$3.5mm Exit Facility (\$1.5mm incremental to the DIP Facility or roll \$1.0mm of the DIP facility into a new \$3.5mm Exit Facility)
- \$1.0-2.0mm of the Exit Facility will be drawn on emergence to fund Administrative and other exit related restructuring expenses
- Continued liquidation of excess inventory combined with selective inventory purchases provide adequate cushion to business viability combined with better realization of value than an immediate liquidation
- Projections assume a November 1, 2017 exit from Chapter 11 under the Debtors proposed Chapter 11 Plan

(\$ in Dollars)	3-Month Stub	February-January		
	Nov-Jan	2018	2019	2020
Total Sales	\$4,937,179	\$15,000,000	\$17,500,000	\$20,000,000
Royalty payment	(\$250,367)	(\$750,000)	(\$875,000)	(\$1,000,000)
Processing Costs	(\$98,744)	(\$300,000)	(\$350,000)	(\$400,000)
Other Receipts	\$168,250	\$1,500,000	\$250,000	\$250,000
Store Payroll	(\$374,838)	\$0	\$0	\$0
Store Rent+Occupancy	(\$211,160)	\$0	\$0	\$0
Corporate and DC payroll	(\$555,106)	(\$2,220,422)	(\$2,287,035)	(\$2,355,646)
Corporate+DC Rent+Utilities+Materials	(\$141,263)	(\$565,053)	(\$565,053)	(\$565,053)
Distribution	(\$258,050)	(\$784,000)	(\$914,667)	(\$1,045,334)
Insurance & Legal	(\$80,000)	(\$320,000)	(\$320,000)	(\$320,000)
E-com Spend	(\$250,355)	(\$750,000)	(\$850,000)	(\$950,000)
Other	<u>(\$100,000)</u>	<u>(\$200,000)</u>	<u>(\$200,000)</u>	<u>(\$200,000)</u>
Operating Cash Flow	\$2,785,546	\$10,610,525	\$11,388,245	\$13,413,967
Beginning of Period Cash	\$324,904	\$1,614,200	\$4,177,224	\$7,674,219
Operating Cash Flow	\$2,785,546	\$10,610,525	\$11,388,245	\$13,413,967
Chapter 11 Related Payments	(\$900,000)	(\$2,600,000)	(\$1,600,000)	\$0
Interest Payments	(\$96,250)	(\$385,000)	(\$385,000)	(\$385,000)
Debt Drawdown(Paydown)	\$0	\$0	\$0	\$0
Inventory Purchases	<u>(\$500,000)</u>	<u>(\$5,062,500)</u>	<u>(\$5,906,250)</u>	<u>(\$6,750,000)</u>
Ending Period of Cash	\$1,614,200	\$4,177,224	\$7,674,219	\$13,953,187
Beginning of Period Exit Facility	\$3,500,000	\$3,500,000	\$3,500,000	\$3,500,000
Debt Drawdown(Paydown)	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>
Beginning of Period Exit Facility	\$3,500,000	\$3,500,000	\$3,500,000	\$3,500,000
Chapter 11 Costs				
Administrative Claims				
KEIP/KERP				
Priority Unsecured Claims	\$500,000	\$1,000,000		
Sprint Investigation Counsel	\$400,000	\$1,600,000	\$1,600,000	
Employee Restructuring Payroll	\$100,000	\$400,000		
Total Chapter 11 Costs	\$900,000	\$2,600,000	\$1,600,000	
Cumulative Chapter 11 Related Payments	\$3,400,000	\$6,000,000	\$7,600,000	\$7,600,000
Net Cash Pre Chapter 11 Related Payments	\$5,014,200	\$10,177,224	\$15,274,219	\$21,553,187