

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

In re)	
)	Chapter 11 Case
)	
TRICOM, S.A., <u>et al.</u> ,)	Case Nos. 08-10720, 08-10723, 08-
)	10724 (SMB)
)	
Debtors.)	Jointly Administered under Case
)	No. 08-10720 (SMB)

**FIRST MODIFIED SECOND AMENDED PREPACKAGED JOINT
CHAPTER 11 PLAN OF REORGANIZATION FOR TRICOM, S.A.
AND ITS AFFILIATED DEBTORS (AS MODIFIED)**

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TABLE OF CONTENTS

ARTICLE I.	DEFINITIONS AND INTERPRETATION	1
1.1.	Definitions	1
1.2.	Interpretation	21
1.3.	Application of Definitions and Rules of Construction Contained in the Bankruptcy Code	21
1.4.	Other Terms	21
1.5.	Appendices and Plan Documents	21
ARTICLE II.	CLASSIFICATION OF CLAIMS AND EQUITY INTERESTS.....	22
2.1.	Administrative Claims and Tax Claims.....	22
2.2.	Claims and Equity Interests Classified	22
2.3.	Claims and Equity Interests	22
ARTICLE III.	IDENTIFICATION OF IMPAIRED CLASSES OF CLAIMS AND EQUITY INTERESTS	23
3.1.	Unimpaired Classes of Claims	23
3.2.	Impaired Classes of Claims and Equity Interests.....	24
3.3.	Impairment Controversies.....	24
ARTICLE IV.	PROVISIONS FOR TREATMENT OF CLAIMS AND EQUITY INTERESTS UNDER THIS PLAN	24
4.1.	Claims and Equity Interests	24
ARTICLE V.	PROVISIONS FOR TREATMENT OF UNCLASSIFIED CLAIMS UNDER THIS PLAN	26
5.1.	Unclassified Claims	26
5.2.	Treatment of Administrative Claims	26
5.3.	Treatment of Tax Claims	28
ARTICLE VI.	ACCEPTANCE OR REJECTION OF THIS PLAN; EFFECT OF REJECTION BY ONE OR MORE CLASSES OF CLAIMS OR EQUITY INTERESTS	28
6.1.	Classes Entitled to Vote.....	28
6.2.	Class Acceptance Requirement.....	28
6.3.	Cramdown.....	28
6.4.	Confirmation of All Cases	29
ARTICLE VII.	MEANS FOR IMPLEMENTATION OF THIS PLAN	29
7.1.	Substantive Consolidation for Plan Purposes Only.....	29

TABLE OF CONTENTS
(continued)

	Page
7.2. Operations Between the Confirmation Date and the Effective Date.....	29
7.3. Continued Corporate Existence of the Debtors.....	29
7.4. Re-vesting of Assets	30
7.5. Corporate Action	30
7.6. Execution and Delivery of Credit Suisse New Secured Debt Documents and Cancellation/Termination of Credit Suisse Existing Secured Loan Documents	31
7.7. Holding Company Capitalization/Issuance of Holding Company Stock	31
7.8. Cancellation/Termination of the 11 3/8% Senior Notes Indenture and Related Documents.....	31
7.9. Dominican Corporate Actions.....	32
7.10. Unsecured Financial Claims Cap.	36
7.11. [RESERVED].....	39
7.12. [RESERVED].....	39
7.13. Shareholders' Agreement.....	39
7.14. [RESERVED].....	42
7.15. Conversion of Tricom Class B Stock by Holding Company.	42
7.16. Management.....	42
7.17. Initial Boards of Directors.....	42
7.18. Officers	43
7.19. Transition Services Agreement	43
7.20. Causes of Action.....	44
7.21. Sources of Cash for Cash Payments and Plan Distributions/Exit Financing.....	44
7.22. Plan Settlements	44
7.23. Releases by the Debtors	49
7.24. Releases by Holders of Claims and Equity Interests	49
ARTICLE VIII. DISTRIBUTION PROCEDURES	56
8.1. Plan Distributions	56
8.2. Distribution Record Date	56

TABLE OF CONTENTS
(continued)

	Page
8.3.	Timing of Plan Distributions..... 56
8.4.	Address for Delivery of Plan Distributions..... 57
8.5.	Time Bar to Cash Payments..... 57
8.6.	Manner of Distribution in Cash Under this Plan..... 58
8.7.	Expenses Incurred On or After the Effective Date and Claims of the Holding Company or the Debtors..... 58
8.8.	Fractional Plan Distributions..... 58
8.9.	Surrender of Instruments..... 58
8.10.	Plan Distributions After the Effective Date 59
ARTICLE IX.	PROCEDURES FOR RESOLVING AND TREATING CONTESTED CLAIMS 59
9.1.	Objection Deadline 59
9.2.	Prosecution of Contested Claims 59
9.3.	Claims Settlement Guidelines 60
9.4.	No Plan Distributions Pending Allowance 60
9.5.	Plan Distributions After Allowance 60
9.6.	Estimation of Claims 60
9.7.	Disputed Unsecured Financial Claims..... 61
ARTICLE X.	CONDITIONS PRECEDENT TO CONFIRMATION OF THIS PLAN AND THE OCCURRENCE OF THE EFFECTIVE DATE..... 63
10.1.	Conditions Precedent to Confirmation 63
10.2.	Conditions Precedent to the Occurrence of the Effective Date..... 64
10.3.	Waiver of Conditions..... 66
10.4.	Effect of Non-Occurrence of the Effective Date..... 67
10.5.	Effective Date Deadline and Plan Revocation Order 67
ARTICLE XI.	CERTAIN PLAN DISTRIBUTION PROCEDURES..... 68
11.1.	Powers and Duties 68
11.2.	Plan Distributions 68
11.3.	Exculpation 68

TABLE OF CONTENTS
(continued)

	Page
ARTICLE XII. TREATMENT OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES	69
12.1. Executory Contracts and Unexpired Leases	69
12.2. Assumption of Executory Contracts and Expired Leases.....	69
12.3. Rejection of Executory Contracts and Unexpired Leases.....	70
12.4. Claims Arising from Rejection or Termination	70
ARTICLE XIII. RETENTION OF JURISDICTION.....	71
ARTICLE XIV. MISCELLANEOUS PROVISIONS	73
14.1. Payment of Statutory Fees	73
14.2. Satisfaction of Claims	73
14.3. Third Party Agreements; Subordination	73
14.4. Exculpation	74
14.5. Discharge of Liabilities.....	74
14.6. Notices	74
14.7. Headings	76
14.8. Governing Law.....	76
14.9. Expedited Determination	76
14.10. Exemption from Transfer Taxes.....	76
14.11. Retiree Benefits	77
14.12. Notice of Entry of Confirmation Order and Relevant Dates	77
14.13. Interest and Attorneys' Fees.....	77
14.14. Modification of this Plan	77
14.15. Revocation of Plan.....	78
14.16. Setoff Rights.....	78
14.17. Compliance with Tax Requirements	78
14.18. Recognition of Guaranty Rights.....	78
14.19. Compliance with All Applicable Laws.....	79
14.20. Injunctions.....	79
14.21. Binding Effect	79
14.22. Severability.	80

Tricom, S.A., TCN Dominicana, S.A., and Tricom USA, Inc., debtors and debtors in possession in the above-captioned jointly administered Chapter 11 Cases, hereby collectively and jointly propose the following first modified second amended joint prepackaged chapter 11 plan of reorganization (as modified):

ARTICLE I.

DEFINITIONS AND INTERPRETATION

1.1. Definitions.

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

1.1.1 “11 3/8% Senior Notes” means those certain 11 3/8% senior debentures due September 1, 2004, issued by Tricom in the aggregate principal amount of \$200,000,000.00 pursuant to the 11 3/8% Senior Notes Indenture.

1.1.2 “11 3/8% Senior Notes Released Claims” shall have the meaning set forth in 7.24.5 hereof.

1.1.3 “11 3/8% Senior Notes Documents” means the 11 3/8% Senior Notes Indenture and any and all documents entered into or issued in connection with the 11 3/8% Senior Notes Indenture, including, the 11 3/8% Senior Notes.

1.1.4 “11 3/8% Senior Notes Indenture” means that certain Indenture, dated August 21, 1997, between Tricom, as issuer, and The Bank of New York, as trustee, as amended or supplemented from time to time.

1.1.5 “11 3/8% Senior Notes Indenture Trustee Allowed Administrative Claim” means the claim for amounts due and owing to The Bank of New York, as indenture trustee under the 11 3/8% Senior Notes Indenture, incurred from and after the Petition Date and on or prior to the Effective Date under the 11 3/8% Senior Notes Documents, including, but not limited to, fees and expenses (including attorneys' fees and disbursements).

1.1.6 “11 3/8% Senior Notes Indenture Trustee Allowed Claims” means the 11 3/8% Senior Notes Indenture Trustee Allowed Pre-Petition Claim and the 11 3/8% Senior Notes Indenture Trustee Allowed Administrative Claim.

1.1.7 “11 3/8% Senior Notes Indenture Trustee Allowed Pre-Petition Claim” means the claim for amounts due and owing to The Bank of New York, as indenture trustee under the 11 3/8% Senior Notes Indenture, incurred prior to the Petition Date under the 11 3/8% Senior Notes Documents, including, but not limited to, fees and expenses (including attorneys' fees and disbursements) in the aggregate amount of \$21,435.00, to the extent not paid by the Debtors pursuant to the Vendor Payment Order.

1.1.8 “11 3/8% Senior Notes Indenture Trustee Lien” means the lien granted to The Bank of New York, as indenture trustee, pursuant to section 7.07 of the 11 3/8% Senior Notes Indenture.

1.1.9 “Acceptable Bank” shall have the meaning set forth in Section 7.22 hereof.

1.1.10 “Accordion Transactions” means the actions and transactions described in Section 7.9 hereof.

1.1.11 “Accordion Transaction First Shareholders’ Meeting” shall have the meaning set forth in Section 7.9(c) hereof.

1.1.12 “Accordion Transaction Second Shareholders’ Meeting” shall have the meaning set forth in Section 7.9(c) hereof.

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

1.1.14 “Administrative Claim” means a Claim incurred by a Debtor (or its Estate) on or after the Petition Date and before the Effective Date for a cost or expense of administration in the Chapter 11 Cases entitled to priority under sections 503(b) and 507(a)(1) of the Bankruptcy Code, including, Fee Claims and 11 3/8% Senior Notes Indenture Trustee Allowed Administrative Claim.

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

1.1.16 “Affiliated Creditors” means, collectively, Balkin Trading, Eastern, Omnimedia, Ellis and Porter.

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

1.1.18 “Allowed,” means when used

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

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

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

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

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

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

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

1.1.23 “Banco del Progreso Collateral” means the real property of Tricom, which previously secured the claims identified in the Original Plan as the Banco del Progreso Existing Secured Claims, as described in Article 11 of that certain *Contrato de Préstamo con Garantía Hipotecaria* (Loan Agreement and Mortgage), dated March 22, 2002, between Tricom and Banco Dominicano del Progreso, S.A.

1.1.24 “Banco Leon” means Banco Múltiple León S.A., a banking entity operating under the Monetary and Financial Law of the Dominican Republic no. 183-02.

1.1.25 “Banco Leon Allowed Claim” means a Claim in the aggregate amount of \$42,500,000.00 which is deemed Allowed and classified as an Allowed Unsecured Financial Claim, as identified on the schedule attached hereto as Exhibit B; provided, however, that the Banco Leon Allowed Claim shall be subject to upward adjustment in accordance with Section 7.10 hereof, and shall not be subject to objection, setoff, estimation, reduction or subordination.

1.1.26 “Banco Leon Base Amount Allowed Claim” shall have the meaning set forth in Section 7.10(a) hereof.

1.1.27 “Banco Leon Carve-Out” shall have the meaning set forth in Section 7.24.2(g) hereof.

1.1.28 “Banco Leon Claim Percentage” means 41.87% being the current ratio of the Banco Leon Allowed Claim to the Settlement Claims Cap.

1.1.29 “Banco Leon Filed Claims” means, collectively, Proof of Claim No. 26 filed in the Chapter 11 Cases by Banco Leon in the aggregate amount \$18,520,586.24 and Proof of Claim No. 32 filed in the Chapter 11 Cases by Banco Leon in the aggregate amount of \$166,019,348.

1.1.30 “Banco Leon Holding Company Class A Stock Distribution” means the Plan Distribution of Holding Company Class A Stock to which Banco Leon is entitled under this Plan on account of the Banco Leon Allowed Claim.

1.1.31 “Banco Leon Pre-Effective Date True Up Increase” shall have the meaning set forth in Section 7.10(b)(i) hereof.

1.1.32 “Banco Leon Settlement” has the meaning set forth in Section 7.22(a) hereof.

1.1.33 “Banco Leon Settlement Delivery Condition” shall have the meaning set forth in Section 7.22(a)(iii) hereof.

1.1.34 “Banco Leon Stock Benefits” shall have the meaning set forth in Section 7.22(a)(iii) hereof.

1.1.35 “Bancredit Cayman” means Bancredit Cayman Limited (In Official Liquidation) and/or Richard E.L. Fogerty and James G. Cleaver acting in their capacities as the Joint Official Liquidators of Bancredit Cayman.

1.1.36 “Bancredit Cayman Disputed Claim” means the aggregate amount of \$148,605,478.09, which represents the aggregate amount of the Bancredit Cayman Filed Claim less \$121,156.96, which \$121,156.96 amount shall be an Allowed Unsecured Financial Claim.

1.1.37 “Bancredit Cayman Disputed Claim Allowed Amount” means \$44 million, which shall be deemed the Allowed amount of the Bancredit Cayman Disputed Claim. The Bancredit Cayman Disputed Claim is included in the Bancredit Cayman Allowed Claim.

1.1.38 “Bancredit Cayman Filed Claim” means Proof of Claim No. 10 filed by Bancredit Cayman in the Chapter 11 Cases in the aggregate amount of \$148,726,635.05.

1.1.39 “Bancredit Cayman Settlement” means that certain Settlement, Release and Covenant Not to Sue by and among the Debtors, the Debtor Affiliates, the GFN Parties, the Affiliated Creditors, Amzak Capital Management LLC and Bancredit Cayman, a copy of which is annexed hereto as Exhibit F.

1.1.40 “Bancredit Cayman Statement of Claim” means the Statement of Claim filed on or about January 16, 2009, by Bancredit Cayman in the Grand Court of the Cayman Islands (case no. 402 of 2008) against Mr. Pellerano.

1.1.41 “Bancredito Panama” means Bancredito (Panamá), S.A. (In Compulsory Liquidation), a corporation organized under the laws of the Republic of Panama, in a compulsory liquidation process ordered by the Superintendency of Banks of the Republic of Panama.

1.1.42 “Bancredito Panama Allowed Claim” means a Claim in the aggregate amount of \$29,071,331.58 which is deemed Allowed and classified as an Allowed Unsecured Financial Claim, as identified on the schedule attached hereto as Exhibit B, and which shall not be subject to objection, setoff, estimation, reduction or subordination. The Bancredito Panama Allowed Claim includes the Bancredito Panama Disputed Claim Allowed Amount.

1.1.43 “Bancredito Panama Disputed Claim” means Proof of Claim No. 8 filed in the Chapter 11 Cases by Bancredito Panama in the aggregate amount of \$92,000,339.02.

1.1.44 “Bancredito Panama Disputed Claim Allowed Amount” means \$17 million, which shall be deemed the Allowed amount of the Bancredito Panama Disputed Claim. The Bancredito Panama Disputed Claim is included in the Bancredito Panama Allowed Claim.

1.1.45 “Bancredito Panama Filed Claims” means, collectively, Proof of Claim No. 6 filed by Bancredito Panama in the Chapter 11 Cases in the aggregate amount of \$10,196,456.02, Proof of Claim No. 7 filed by Bancredito Panama in the Chapter 11 cases in the aggregate amount of \$1,874,875.56, and the Bancredito Panama Disputed Claim.

1.1.46 “Bancredito Panama Settlement” means that certain Settlement, Release and Covenant Not to Sue by and among the Debtors, the Debtor Affiliates, the GFN Parties, the Affiliated Creditors and Bancredito Panama, a copy of which is annexed hereto as Exhibit E.

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

1.1.48 “Bankruptcy Court” means the United States Bankruptcy Court for the Southern District of New York, or such other court having jurisdiction over the Chapter 11 Cases.

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

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

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

1.1.52 “Capital Increase” shall have the meaning set forth in Section 7.9(b) hereof.

1.1.53 “Cash” means legal tender of the United States of America or legal tender of the Dominican Republic, as applicable.

1.1.54 “Causes of Action” means all claims, rights, actions, causes of action, liabilities, obligations, suits, debts, remedies, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages or judgments, whether known or unknown and whether asserted or unasserted.

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

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

1.1.57 “Claims Agent” means Kurtzman Carson Consultants, LLC, the entity designated by order of the Bankruptcy Court to process proofs of claim.

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

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

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

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

1.1.62 “Consenting Releasing Party” means (i) a holder of a Claim against, or any Equity Interest in, any of the Debtors that has not expressly indicated its intent to “opt out” of the releases provided in Section 7.24 of this Plan by a timely written election made on the Ballot submitted by such holder; and (ii) the GFN Parties to the extent they execute and deliver to counsel for the Debtors executed copies of the GFN Parties’ Consent on or before the Confirmation Date (with original version to be delivered to counsel to the Debtors within seven (7) business days after the Confirmation Date); but shall not include Bancredito Panama nor Bancredit Cayman.

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

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

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

1.1.66 “Credit Suisse Credit Agreement” means the credit agreement to be entered into by Tricom and Credit Suisse, or any permitted assignee or participant of the Credit Suisse Existing Secured Claims, pursuant to Sections 4.1(c) and 7.6 hereof in order to amend and restate the Credit Suisse Existing Secured Loan Documents in accordance with this Plan, in substantially the form included in the Plan Supplement.

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

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

1.1.69 “Credit Suisse Existing Secured Loan Documents” means (i) the *Reconocimiento y Reestructuración de Deuda e inclusión de Garantía Hipotecaria* (Debt Acknowledgement and Restructuring Agreement and Mortgage), dated April 30, 2002, between Banco BHD, S.A. and Tricom as issuer, and the promissory notes issued thereunder (ii) the *Contrato de Préstamo con Garantía Hipotecaria* (Loan Agreement and Mortgage), dated June 15, 2002, between Financial Card Corporation and Tricom, and the promissory notes issued thereunder, (iii) a promissory note issued on August 4, 2003, to Banco Popular de Puerto Rico Sucursal Internacional in the amount of \$3,000,000.00, and (iv) the *Contrato de Préstamo con Garantía Hipotecaria y Prendaria* (Loan Agreement, Mortgage, and Pledge), dated August 8, 2003, between Citibank N.A. and Tricom, and the promissory note issued thereunder.

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

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

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

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

1.1.74 “Credit Suisse Pledge” means one or more *Contratos de Prenda sin Desapoderamiento* or Pledge Agreements to be entered into by Tricom and Credit Suisse in accordance with Sections 4.1(c) and 7.6 hereof, pursuant to which Tricom will grant Credit Suisse a first priority lien on the personal property comprising the Credit Suisse Existing Collateral to secure all of Tricom’s obligations under the Credit Suisse New Secured Debt Documents.

1.1.75 “Debtor Affiliates” means GFN Comunicaciones, S.A. (a Dominican Republic corporation); Tricom Centroamerica, S.A. (a Panamanian corporation); and Tricom Latinoamerica S.A. (a Cayman Islands corporation).

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

1.1.77 “Debtors” means, collectively, Tricom, TCN and Tricom USA.

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

1.1.79 “Disclosure Statement” means the Disclosure Statement Relating to the First Modified Second Amended Joint Prepackaged Chapter 11 Plan of Reorganization For Tricom, S.A. And Its Affiliated Debtors, as the same may be amended, modified or supplemented from time to time.

1.1.80 “Disputed Unsecured Financial Claims” shall mean any Claim not otherwise identified in this Plan as an Allowed Claim, that is designated as a Disputed Unsecured Financial Claim by the Debtors with the consent of the Ad Hoc Committee, by Order of the Bankruptcy Court or with the consent of the holder of the Claim.

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

1.1.82 “Distribution Record Date” means the date occurring ten (10) Business Days prior to the Effective Date.

1.1.83 “DGII” means *Dirección General de Impuestos Internos*, the Taxing Authority of the Dominican Republic.

1.1.84 “Dominican Indemnity” shall have the meaning set forth in Section 7.22(a)(iii)(A) hereof.

1.1.85 “Dominican Restructuring Objectives” shall have the meaning set forth in Section 7.9(a) hereof.

1.1.86 “Dominican Surety” shall have the meaning set forth in Section 7.22(a)(iii)(A) hereof.

1.1.87 “Dominican Unsecured Financial Claims” means the Allowed Unsecured Financial Claims with the exception of the Allowed Tricom USA Unsecured Financial Claims, the Banco Leon Allowed Claim, the Bancredito Panama Disputed Claim Allowed Amount and the Bancredit Cayman Disputed Claim Allowed Amount.

1.1.88 “Eastern” means Eastern Power Corp., a Panamanian corporation and one of the Affiliated Creditors.

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

1.1.90 “Effective Date Deadline” shall have the meaning set forth in Section 10.5 of the Plan.

1.1.91 “Effective Date Extension Cause” means that the Bankruptcy Court has determined, based upon admissible evidence presented to the Court by the proponent(s) of an extension of an otherwise applicable Effective Date Deadline under Section 10.5 of the Plan, (a) it appears more likely than not that any remaining conditions to the occurrence of the Effective Date shall be satisfied within the then existing sixty (60) day extension period of the Effective Date Deadline, or alternatively (b) the Debtors, the Ad Hoc Committee, the Affiliated Creditors and the GFN Parties have all been proceeding in good faith towards satisfying the conditions to the occurrence of the Effective Date, including the satisfaction of Plan Sections 7.7 (Holding Company Capitalization/Issuance of Holding Company’s Stock) and Section 7.9 (Dominican Corporate Actions), and meaningful progress has been made in satisfying the conditions precedent to the Effective Date, and the steps needed to be implemented under Sections 7.7 and 7.9 of the Plan.

1.1.92 “Ellis” means Ellis Portfolio, S.A., a British Virgin Islands corporation and one of the Affiliated Creditors.

1.1.93 “Equity Interest” means any outstanding ownership interest in any of the Debtors, including, interests evidenced by common or preferred stock, membership interests and options or other rights to purchase any ownership interest in any of the Debtors.

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

1.1.95 “Existing Secured Debt” means, collectively, the Credit Suisse Existing Secured Claims and the GE Existing Secured Claims.

1.1.96 “Existing Tricom Equity Interest” means any Tricom Equity Interest in existence on the Petition Date.

1.1.97 “Exit Financing” shall have the meaning set forth in Section 7.21 hereof.

1.1.98 “Exit Financing Documents” means such documents as are necessary to implement the Exit Financing, including a secured term loan agreement, a note and the mortgages to be granted thereunder.

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

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

1.1.101 “Final Order” means (i) an order or judgment of the Bankruptcy Court or any other court or adjudicative body as to which the time to appeal, petition for certiorari, or move for reargument or rehearing has expired and as to which no appeal, petition for certiorari, or other proceedings for reargument or rehearing shall then be pending, or (ii) in the event that an appeal, writ of certiorari, reargument, or rehearing thereof has been sought, such order of the Bankruptcy Court or any other court or adjudicative body shall have been affirmed by the highest court to which such order was appealed, or certiorari has been denied, or from which reargument or rehearing was sought, and the time to take any further appeal, petition for certiorari or move for reargument or rehearing shall have expired; provided, that no order shall fail to be a Final Order solely because of the possibility that a motion pursuant to Rule 60 of the Federal Rules of Civil Procedure or Bankruptcy Rule 9024 may be filed with respect to such order.

1.1.102 “First Set of Cancelled Shares” shall have the meaning set forth in Section 7.9(c) hereof.

1.1.103 “First Set of Newly Unissued Shares” shall have the meaning set forth in Section 7.9(c) hereof.

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

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

1.1.106 “GE Existing Secured Claims” means the principal as of February 29, 2008, in the aggregate amount of \$4,569,428 and accrued and unpaid interest as of February 29, 2008, if any, under the GE Existing Secured Loan Documents.

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

1.1.108 “General Unsecured Claim” means any Claim against a Debtor other than an Administrative Claim, Tax Claim, Priority Claim, Credit Suisse Existing Secured Claim, GE Existing Secured Claim, Non-Lender Secured Claim, Unsecured Financial Claim, or Intercompany Claim, and which shall include the 11 3/8 % Senior Notes Indenture Trustee Allowed Pre-Petition Claim.

1.1.109 “GFN Parties” means the following parties: (a) GFN, S.A., a Dominican corporation; (b) Inversiones Las Praderas, S.A., a Dominican Republic corporation; (c) GFN Capital Corporation, a Panamanian corporation; (d) Caribbean Energy Company, a Cayman Islands corporation; (e) Alington Finance, S.A., a Panamanian corporation; (f) Oleander Holding, Inc., a Panamanian corporation; (g) Creditcard International, S.A., a Panamanian corporation; (h) Astro Desarrollo, S.A., a Costa Rican corporation; (i) MAP Private Trust Company, a Cayman Islands corporation; (j) Pradera Real State, S.A., a Panamanian corporation; (k) Artag Meridian, Ltd, a British Virgin Island company, (l) Mr. Pellerano; (m) Rosangela Pellerano Peña; and (n) Minstar.

1.1.110 “GFN Parties’ Consent” means the consent substantially in the form annexed hereto as Exhibit A to be executed by the GFN Parties pursuant which they consent to be bound by the terms of this Plan, including to the releases provided for under Section 7.24 of this Plan.

1.1.111 “Holding Company” means a newly formed entity to be incorporated in the Bahamas or an alternative jurisdiction, which alternative jurisdiction shall be satisfactory to the Ad Hoc Committee, in its sole and absolute

discretion, on or before the Effective Date, and which will hold all or substantially all of the Tricom Equity Interests.¹

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

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

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

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

1.1.116 “Holding Company Stock” means 10 million authorized shares of common stock, consisting of Holding Company Class A Stock and Holding Company Class B Stock, which shall be authorized and issued in accordance with this Plan and the Holding Company Constituent Documents and which will be distributed to holders of Allowed Unsecured Financial Claims hereunder, which together with the Transition Services Company Holding Company Stock shall constitute one hundred percent (100%) of the authorized, issued and outstanding capital stock of Holding Company.

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

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

¹ For purposes of this Plan and specifically, for purposes of describing, *inter alia*, the requisite Holding Company Constituent Documents, Holding Company Stock, the Shareholders’ Agreement and all other documents related to formation and operation of Holding Company and the rights and obligations of holders of Holding Company Stock as contemplated by the Plan Support and Lock-Up Agreement, this Plan assumes that Holding Company will be formed as a Bahamian company. However, this Plan permits the formation of Holding Company in an alternative jurisdiction satisfactory to the Ad Hoc Committee. The Debtors believe that formation of Holding Company in a jurisdiction other than the Bahamas will not have any material impacts on creditors, but could require modification of certain Plan Documents.

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

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

1.1.121 “Issuance, Delivery and Receipt of BCP Shares Condition” shall have the meaning set forth in the Bancredito Panama Settlement.

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

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

1.1.124 “Mercantile Registry” means the Registro Mercantil maintained by the Cámara de Comercio y Producción de Santo Domingo.

1.1.125 “Minstar” means Minstar Ventures, Ltd., a British Virgin Islands corporation and one of the GFN Parties.

1.1.126 “Mr. Pellerano” means Manuel Arturo Pellerano Peña and one of the GFN Parties.

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

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

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

1.1.130 “Non-Affiliated Creditors Unsecured Financial Claims” means all Unsecured Financial Claims other than the Affiliated Creditors Unsecured Financial Claims.

1.1.131 “Non-Debtor Professionals” means the following: (a) with respect to the Ad Hoc Committee, Manatt Phelps & Phillips LLP (U.S. counsel); Chanin Capital Partners (U.S. financial advisor); and Veras, Cabrera, Díaz

Consultoría, (Dominican Republic counsel)"); and (b) with respect to the Affiliated Creditors: White & Case LLP (U.S. counsel); BroadSpan Securities LLC (US financial advisor); and Langa & Abinader (Dominican Republic counsel).

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

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

1.1.134 "Objection" means an objection to a Claim as set forth in Section 1.1.63(x)(iv) of this Plan.

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

1.1.136 "Omnimedia" means Omnimedia, S.A., a Dominican Republic corporation and one of the Affiliated Creditors.

1.1.137 "Opposition" means (a) an embargo, oposición de pago and/or medida conservatoria (as each of such terms are referred to and used under the laws of the Dominican Republic and whether or not implemented through a court order), (b) an injunction, embargo or other similar notice, action, process, proceeding or order of any court, issued, filed, obtained and/or served on or against any of the Debtors, Reorganized Debtors or Holding Company by any Person under or pursuant to the laws of any jurisdiction, including, the Dominican Republic, Panama, Cayman Islands and Bahamas, which (i) puts the Debtors, Reorganized Debtors or Holding Company on notice that the Person issuing, filing, obtaining and/or giving notice of the relevant Opposition has or alleges to have a claim or Cause of Action against a creditor of such Debtor, Reorganized Debtor, or Holding Company whatever the nature of such claim or Cause of Action may be, including, a right of payment from such creditor (whether known or unknown, reduced to a judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal and/or equitable), and (ii) has the legal effect of precluding such Debtor, Reorganized Debtor or Holding Company from taking any action necessary to consummate the Plan, including, any action necessary to satisfy any condition precedent to the occurrence of the Effective Date and/or the making of the applicable Plan Distribution on account of the Allowed Claim held by such creditor of the applicable Debtor, Reorganized Debtor, or Holding Company pending final resolution of the relevant Opposition.

1.1.138 "Opposition Claim" means any Allowed Claim subject to an Opposition.

1.1.139 “Opposition Persons” shall have the meaning set forth in Section 9.7(g) hereof.

1.1.140 “Opposition Resolution” means when a corresponding Opposition to which an Opposition Claim is subject, is (i) withdrawn, or (ii) lifted or found to be legally unenforceable by a court of competent jurisdiction by a ruling or order that is not, or is no longer, subject to (x) appeal or any other judicial recourse or challenge or (y) a stay of its effectiveness issued by a court of competent jurisdiction.

1.1.141 “Original Disclosure Statement” means that certain Disclosure Statement Relating to Prepackaged Joint Chapter 11 Plan of Reorganization for Tricom, S.A. and its Affiliated Debtors dated January 28, 2008 and identified as Docket No. 21 on the electronic docket maintained in the Chapter 11 Cases and filed in the Chapter 11 Cases on March 3, 2008.

1.1.142 “Original Plan” means that certain Prepackaged Joint Chapter 11 Plan of Reorganization for Tricom S.A. and its Affiliated Debtors dated January 28, 2008, attached as Exhibit A to the Original Disclosure Statement and identified as Docket No. 22 on the electronic docket maintained in the Debtors’ Chapter 11 cases and filed in the Chapter 11 Cases on March 3, 2008.

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

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

1.1.145 “Plan” means this First Modified Second Amended Prepackaged Joint Chapter 11 Plan of Reorganization for Tricom, S.A. and its Affiliated Debtors (As Modified), either in its present form or as it may be amended, supplemented, or otherwise modified from time to time, and any exhibits and schedules hereto, as the same may be in effect at the time such reference becomes operative.

1.1.146 “Plan Distribution” means any payment or distribution, including any distribution of Holding Company Stock, as set forth in this Plan.

1.1.147 “Plan Documents” means all documents that aid in effectuating this Plan and all underlying transactions contemplated by this Plan, including but not limited to, all Transaction Documents and all orders of the Bankruptcy Court relating to this Plan, including the Confirmation Order. All Plan Documents shall be in all respects consistent with terms and provisions of this Plan.

1.1.148 “Plan Revocation Order” means, subject to, and as provided for under, Sections 10.4 and 10.5 of the Plan, the Final Order that shall be entered by the Bankruptcy Court (i) revoking the Plan, (ii) except as specifically set forth in the Confirmation Order, revoking the Confirmation Order and (iii) declaring the Plan to be null and void upon the occurrence of the events set forth in Section 10.5 of this Plan.

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

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

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

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

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

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

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

1.1.156 “Restructuring Dilution” shall have the meaning set forth in Section 7.9(a) hereof.

1.1.157 “Restructuring Dilution Process” shall have the meaning set forth in Section 7.9(a) hereof.

1.1.158 “Restructuring Dilution Transactions” shall have the meaning set forth in Section 7.9(a) hereof.

1.1.159 “Restructuring Resolutions” means the series of resolutions of TCN and Tricom’s shareholders necessary or required to implement the Restructuring Dilution Transactions and achieve other Dominican corporate objectives contemplated by this Plan, including, resolutions required by section 1142 of the Bankruptcy Code, the Confirmation Order and this Plan.

1.1.160 “Schedules” means the schedules of assets and liabilities and the statements of financial affairs filed by the Debtors with the Bankruptcy Court on May 2, 2008 and identified as Docket Nos. 174 and 175 in Case No. 08-10720, Docket Nos. 9 and 10 in Case No. 08-10723, and Docket Nos. 9 and 10 in Case No. 08-10724, as such schedules and statements may be amended or supplemented by the Debtors in Possession from time to time in accordance with Bankruptcy Rule 1009.

1.1.161 “Section 7.24 Release” shall have the meaning set forth in Section 7.24.4 hereof.

1.1.162 “Section 7.24 Releasee” shall have the meaning set forth in Section 7.24.4 hereof.

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

1.1.164 “Settlement Claims Cap” shall have the meaning set forth in Section 7.10(a) hereof.

1.1.165 “Settlement Claims Cap Aggregate Amount” shall have the meaning set forth in Section 7.10(a) hereof.

1.1.166 “Shareholders’ Agreement” means the agreement to be entered into by and among the holders of Holding Company Stock pursuant to Section 7.13 hereof, substantially in the form included in the Plan Supplement.

1.1.167 “Substantial Contribution Claim” means a claim by any professional (including any attorney or accountant) or Creditor for reasonable compensation for services or reasonable expenses incurred in connection with the Chapter 11 Cases pursuant to sections 503(b)(3)(D) or (b)(4) of the Bankruptcy Code.

1.1.168 “Successor Releasee” shall have the meaning set forth in Section 7.24.4 hereof.

1.1.169 “Surplus Distribution” shall have the meaning set forth in Section 9.7(f) hereof.

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

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

1.1.172 “TCN Debt Restructuring” shall have the meaning set forth in Section 7.9(d) hereof.

1.1.173 “Transaction Documents” means the Credit Suisse New Secured Debt Documents, the New Constituent Documents, the Shareholders’ Agreement, the Transition Services Agreement and the Exit Financing Documents.

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

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

1.1.176 “Transition Services Company Holding Company Stock” means 300,000 restricted shares of Holding Company Class B Stock to be issued by Holding Company which shall be issued to the Transition Services Company in accordance with Section 7.19 hereof and the terms of the Transition Services Agreement.

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

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

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

1.1.180 “Tricom Equity Interests” means any outstanding ownership interest in Tricom, including, interests evidenced by common or preferred stock, membership interests and options or other rights to purchase any ownership interest in Tricom.

1.1.181 “Tricom-Related Causes of Action” means any Cause of Action, whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, then existing or thereafter arising, in law, equity or otherwise that are based in whole or in part on: (i) any act, omission, transfer, transaction, event or other occurrence by or to any of the Debtors, taking place on or prior to the Effective Date; or (ii) the Chapter 11 Cases or this Plan (other than with respect to (i) and (ii) above, the rights and obligations under this Plan).

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

1.1.183 “Tricom Unissued Capital” shall have the meaning set forth in Section 7.9(b) hereof.

1.1.184 “Tricom Unissued Stock” shall have the meaning set forth in Section 7.9(b) hereof.

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

1.1.186 “Tricom USA Unsecured Financial Claims” means the amount of the Unsecured Financial Claims attributable to Tricom USA.

1.1.187 “Unsecured Financial Claims” means those Claims against the Debtors in the principal amounts plus accrued and unpaid interest calculated by reference to the contract or non-default rate through the Petition Date as identified on the schedule attached hereto as Exhibit B, as such schedule may be amended, from time to time by the Debtors to increase the number and amount of the Claims listed thereon, including through the addition of one or more holders of Claims, in accordance with, but in any event subject to, Section 7.10(a).

1.1.188 “Unsecured Financial Claims Cap” shall have the meaning set forth in Section 7.10(a) hereof.

1.1.189 “Unsecured Financial Claims Reserve” shall have the meaning set forth in Section 9.7(d) hereof.

1.1.190 “Vendor Payment Order” means the Order Granting Motion Authorizing and Approving (A) The Payment of Unimpaired Vendor Claims in the Ordinary Course of Business and (B) The Debtors to Honor Customer Credits and Pre-Paid Services, identified as Docket No. 39 on the electronic docket maintained in the Debtors’ Chapter 11 cases.

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

1.1.192 “Voting Deadline” means 5:00 p.m., prevailing Pacific Time on August 7, 2009.

1.2. Interpretation.

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

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

Words and terms defined in section 101 of the Bankruptcy Code shall have the same meanings when used in this Plan, unless a different definition is given in this Plan. A term used herein that is not defined herein shall have the meaning ascribed to that term, if any, in the Bankruptcy Code. The rules of construction contained in section 102 of the Bankruptcy Code shall apply to the construction of this Plan.

1.4. Other Terms.

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

1.5. Appendices and Plan Documents.

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

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

ARTICLE II.

CLASSIFICATION OF CLAIMS AND EQUITY INTERESTS

2.1. Administrative Claims and Tax Claims.

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

2.2. Claims and Equity Interests Classified.

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

2.3. Claims and Equity Interests.

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

Class 1 — Priority Claims.

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

Class 2 — INTENTIONALLY LEFT BLANK²

Class 3 — Credit Suisse Existing Secured Claims.

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

² The Claims identified in the Original Plan as the “Banco del Progreso Existing Secured Claims” and designated as Class 2 have, since the filing of the Original Plan, been satisfied in full by the Debtors pursuant to the Order Pursuant to Section 363 of the Bankruptcy Code Authorizing the Debtors to Satisfy Secured Claim of Banco Dominicano del Progreso, S.A. [Docket No. 270] entered by the Court on or about July 23, 2008. Because the Banco del Progreso Existing Secured Claims have been satisfied in full, Class 2 has been eliminated from this Plan. For ease of reference, the reference to “Class 2 Intentionally Left Blank” has been inserted to avoid renumbering the previously identified classes of Claims and Interests.

Class 4 — GE Existing Secured Claims.

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

Class 5 — Non-Lender Secured Claims.

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

Class 6 — Unsecured Financial Claims.

Class 6 shall consist of:

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

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

Class 7 — General Unsecured Claims.

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

Class 8 — INTENTIONALLY LEFT BLANK.³

Class 9 — Existing Tricom Equity Interests.

Class 9 shall consist of all Existing Tricom Equity Interests.

ARTICLE III.

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

3.1. Unimpaired Classes of Claims.

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

³ Class 8, formerly “Statutorily Subordinated Claims” has been eliminated. For ease of reference, the reference to “Class 8 Intentionally Left Blank” has been inserted to avoid renumbering the previously identified classes of Claims and Interests.

3.2. Impaired Classes of Claims and Equity Interests.

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

3.3. Impairment Controversies.

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

ARTICLE IV.

PROVISIONS FOR TREATMENT OF CLAIMS AND EQUITY INTERESTS UNDER THIS PLAN

4.1. Claims and Equity Interests.

The classes of Claims against and Equity Interests in each of the Debtors shall be treated under this Plan as follows; provided, however, to the extent any Claim, as to which an otherwise applicable right of subordination has not been waived or released herein, is subordinated by Final Order, the treatment of any such Claims subject to such subordination shall be determined by such Final Order:

(a) Class 1 — Priority Claims.

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

(b) Class 2 — INTENTIONALLY LEFT BLANK

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

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

Mortgage and Credit Suisse Pledge.

(d) Class 4 — GE Existing Secured Claims.

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

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

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

(f) Class 6 — Unsecured Financial Claims.

All Unsecured Financial Claims, with the exception of the Disputed Unsecured Financial Claims, are deemed to be Allowed Claims in the respective amounts set forth on Exhibit B hereto. Exhibit B sets forth (x) the outstanding principal amount of the Unsecured Financial Claims included thereon plus accrued and unpaid interest on such claims through the Petition Date calculated by reference to the contract or non-default rate of interest applicable to each such Claim and (y) the Banco Leon Allowed Claim, the Bancredito Panama Allowed Claim and the Bancredito Cayman Disputed Claim Allowed Amount. Each Unsecured Financial Claim listed on Exhibit B will be deemed to be an Allowed Claim (without the necessity of filing a proof of claim) in the respective amounts of (x) principal and interest set forth on such schedule, and (y) with respect to the Banco Leon Allowed Claim, the Bancredito Panama Disputed Claim Allowed Amount and the Bancredito Cayman Disputed Claim Allowed Amount, the agreed upon settled amount of such claims, or as Exhibit B may be amended to reflect any changes in accordance with Section 7.10 hereof. On or prior to the date of the Confirmation Hearing, the Debtors will file an amended Exhibit B to the extent of any such changes occurring prior to the Confirmation Hearing.

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

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

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

All Holding Company Class A Stock to be distributed to holders of Allowed Unsecured Financial Claims shall have equal rights and treatment under this Plan. All Holding Company Class B Stock to be distributed to holders of Allowed Unsecured Financial Claims shall have equal rights and treatment under this Plan. Except as provided for in this Plan, all holders of Allowed Unsecured Financial Claims shall receive equal treatment under the Plan on account of their Allowed Unsecured Financial Claims.

(g) Class 7 — General Unsecured Claims.

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

(h) Class 8 — INTENTIONALLY LEFT BLANK.

(i) Class 9 — Existing Tricom Equity Interests.

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

ARTICLE V.

PROVISIONS FOR TREATMENT OF UNCLASSIFIED CLAIMS UNDER THIS PLAN

5.1. Unclassified Claims.

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

5.2. Treatment of Administrative Claims.

All Administrative Claims shall be treated as follows:

(a) Time for Filing Administrative Claims.

The holder of an Administrative Claim, other than (i) a Fee Claim, (ii) a Substantial Contribution Claim or (iii) a liability incurred and payable in the ordinary course of business by any of the Debtors (and not past due), or (iv) an Administrative Claim that has been deemed Allowed by Final Order of the Bankruptcy Court, must file with the Bankruptcy Court and serve on the Debtors, any official committee appointed in the Chapter 11 Cases and the Office of the United States Trustee, request for payment of such Administrative Claim within twenty five (25) days after service of the Notice of Confirmation. Such request for payment must include at a minimum (A) the name of the Debtor(s) which are purported to be liable for the Claim, (B) the name of the holder of the Claim, (C) the amount of the Claim, and (D) the basis of the Claim. **Failure to file and serve such request for payment timely and properly shall result in the Administrative Claim being forever barred and discharged.** Notwithstanding anything in this section 5.2 (a) to the contrary, and without the need to otherwise comply with this section 5.2 (a), any request for compensation or reimbursement of a Substantial Contribution Claim shall be made within twenty five (25) days after the occurrence of the Effective Date.

(b) Time for Filing Fee Claims.

Each Professional Person who holds or asserts a Fee Claim shall be required to file with the Bankruptcy Court, and serve on all parties required to receive notice, a Fee Application not later than ninety (90) days after the Effective Date. **The failure to file timely and serve such Fee Application shall result in the Fee Claim being forever barred and discharged.**

(c) Allowance of Administrative Claims/Fee Claims.

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

(d) Payment of Allowed Administrative Claims.

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

5.3. Treatment of Tax Claims.

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

ARTICLE VI.

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

6.1. Classes Entitled to Vote.

Class 3 – Credit Suisse Existing Secured Claims and Class 6 – Unsecured Financial Claims are impaired under this Plan, and the holders of such Claims that are Allowed shall be entitled to vote to accept or reject this Plan. Pursuant to section 1127(d) of the Bankruptcy Code, holders of Class 3 – Credit Suisse Existing Secured Claims and Class 6 – Unsecured Financial Claims, who previously voted to either accept or reject the Original Plan and who do not cast a vote to accept or reject this Plan by the Voting Deadline, and any of such holders' assignees, will be deemed to have accepted or rejected this Plan as applicable. Class 9 – Existing Tricom Equity Interests are impaired under this Plan and are deemed to reject this Plan. All other classes of Claims are unimpaired under this Plan, are deemed to have accepted this Plan, and shall not be entitled to vote on this Plan.

6.2. Class Acceptance Requirement.

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

6.3. Cramdown.

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

unfairly with respect to each class of claims that is impaired under, and has not accepted, this Plan.

6.4. Confirmation of All Cases.

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

ARTICLE VII.

MEANS FOR IMPLEMENTATION OF THIS PLAN

7.1. Substantive Consolidation for Plan Purposes Only

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

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

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

7.3. Continued Corporate Existence of the Debtors.

Each of the Debtors shall continue to exist after the Effective Date as a separate corporate entity, with all corporate powers, in accordance with the laws of its jurisdiction of organization or incorporation and pursuant to the New Constituent Documents, as applicable, which shall become effective upon approval by the then shareholders of the relevant Reorganized Debtor as soon as practicable following the Confirmation Date. As soon as practicable after such approval but within the required term to do so under applicable law, if any, the Debtors shall, as and to the extent required, file with the Secretary of State in the State of its incorporation, the Mercantile

Registry or with such other relevant governmental authority or other body as may be required by applicable law, such Debtor's New Constituent Documents. At any time following approval of the Debtors' applicable New Constituent Documents in the manner stated above, any Debtor may amend or modify its respective New Constituent Documents in a manner consistent with such documents and as permitted by applicable law.

7.4. Re-vesting of Assets.

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

7.5. Corporate Action.

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

On and after the Effective Date, Holding Company will hold directly, not less than 97% of the Tricom Equity Interests in its capacity as a Reorganized Debtor, and indirectly, not less than 97% of the authorized Equity Interests of Tricom USA and of TCN, as Reorganized Debtors.

7.6. Execution and Delivery of Credit Suisse New Secured Debt Documents and Cancellation/Termination of Credit Suisse Existing Secured Loan Documents.

On or before the Effective Date, Tricom and Credit Suisse and all other relevant parties shall execute and deliver the Credit Suisse New Secured Debt Documents. Unless necessary to preserve Credit Suisse's existing rights and priorities with respect to the Credit Suisse Existing Collateral, upon execution and delivery of the Credit Suisse New Secured Debt Documents and perfection of the liens on the Credit Suisse Existing Collateral to be created pursuant to the Credit Suisse New Secured Debt Documents, the Credit Suisse Existing Secured Loan Documents shall be deemed terminated and/or cancelled. Credit Suisse, Tricom and all other relevant parties to the Credit Suisse Existing Secured Loan Documents shall be authorized and required to take all such actions and execute and deliver all such documents as shall be necessary or appropriate to implement or effectuate the foregoing termination and/or cancellation of the Credit Suisse Existing Secured Loan Documents.

7.7. Holding Company Capitalization/Issuance of Holding Company Stock.

On or before the Effective Date, each holder of (i) an Allowed Non-Affiliated Creditors Unsecured Financial Claim shall transfer to Holding Company all of its Unsecured Financial Claims in consideration of Holding Company's issuance to such holder of such holder's Pro Rata Share of Holding Company Class A Stock and (ii) an Allowed Affiliated Creditors Unsecured Financial Claim shall transfer to Holding Company all of its Unsecured Financial Claims in consideration of Holding Company's issuance to such holder of such holder's Pro Rata Share of Holding Company Class B Stock. From and after the Effective Date, holders of shares of Holding Company Class A Stock and Holding Company Class B Stock shall have the rights and obligations described in the Holding Company Constituent Documents and the Shareholders' Agreement. Tricom, the other Debtors, if applicable, each holder of Unsecured Financial Claims to be transferred to Holding Company and all other relevant parties to the underlying documents governing such Unsecured Financial Claims shall be authorized and required to take all such actions as shall be necessary or appropriate to effectuate or implement the foregoing transfer of Unsecured Financial Claims. After the aforesaid transfer of Unsecured Financial Claims to Holding Company has taken place, the Holding Company shall be the sole and absolute holder of all transferred Unsecured Financial Claims. The Claims comprising the Dominican Unsecured Financial Claims transferred to Holding Company shall be cancelled in accordance with the transactions described in Section 7.9 hereof in exchange for Tricom Stock. All Unsecured Financial Claims that are not contributed by Holding Company to Tricom in exchange for Tricom Stock shall be forgiven by Holding Company and extinguished. In addition, the Tricom USA Unsecured Financial Claims shall be cancelled.

7.8. Cancellation/Termination of the 11 3/8% Senior Notes Indenture and Related Documents.

On the Effective Date or as soon as practicable thereafter, the 11 3/8% Senior Notes Indenture and all other 11 3/8% Senior Notes Documents, including, the 11 3/8% Senior Notes, and all guarantees thereof, shall be deemed terminated and/or cancelled. The indenture trustee under the 11 3/8% Senior Notes Indenture, Tricom and all other relevant parties to the 11 3/8% Senior

Notes Indenture and the other 11 3/8% Senior Notes Documents shall be authorized and required to take all such actions as shall be necessary or appropriate to effectuate or implement the foregoing termination and/or cancellation of the 11 3/8% Senior Notes Indenture and all other 11 3/8% Senior Notes Documents, including, the 11 3/8% Senior Notes. In the event a relevant party does not take the necessary actions required to implement the foregoing termination and/or cancellation, Tricom shall be authorized to act as attorney-in-fact for such party.

The 11 3/8% Senior Notes Indenture Trustee Allowed Claims will be deemed Allowed as of the Effective Date of this Plan and paid on or after the Effective Date in accordance with Sections 4.1(g) and 5.2(d) of this Plan. Notwithstanding Sections 14.2, 14.4, 14.5, 14.20 of this Plan, The Bank of New York Indenture Trustee Lien will not be discharged unless and until The Bank of New York Indenture Trustee Allowed Claims are paid in full.

7.9. Dominican Corporate Actions.

NUMBERS USED IN THIS SECTION ARE FOR ILLUSTRATIVE PURPOSES ONLY AND ARE SUBJECT TO CHANGE

(a) Introduction

In order to accomplish the (i) cancellation of all of the Dominican Unsecured Financial Claims, (ii) dilution of the Existing Tricom Equity Interests to a de minimis amount with a de minimis value (the “Restructuring Dilution”), (iii) issuance of new Tricom Stock to Holding Company through which the Restructuring Dilution and transfer of direct control of Tricom, and indirect control of TCN and Tricom USA to Holding Company will be effected, (iv) elimination or substantial reduction of Tricom’s existing cumulative capital deficit, and (v) minimization of adverse tax impacts arising from the cancellation of the Dominican Unsecured Financial Claims and certain interest accrued on Tricom’s books that is not part of any Allowed Claim or otherwise treated under this Plan (items (i) through (v) above, collectively, the “Dominican Restructuring Objectives”), in accordance with, and as authorized by this Plan and Confirmation Order, a combination of one or more of the following actions/transactions will be carried out before, on, or after the Effective Date, as necessary and appropriate: (a) issuance of shares of Tricom Stock representing the Tricom Unissued Capital to Holding Company; (b) Capital Increase and corresponding issuance of shares of Tricom Stock representing such Capital Increase to Holding Company; (c) one or more Accordion Transactions; (d) cancellation of debt; (e) implementation of the TCN Debt Restructuring; and (f) use of NOLs and current year operating losses to offset COD Income.

As of the date hereof, the Debtors are unable to confirm the exact methods or combination thereof by which they will achieve the Dominican Restructuring Objectives; however, the Debtors believe that a combination of (i) Capital Increase and issuance of the shares representing such Capital Increase to Holding Company, (ii) issuance of the shares representing the Tricom Unissued Capital to Holding Company, (iii) one or more Accordion Transactions (items (i) through (iii) above, collectively, the “Restructuring Dilution Transactions”) and (iv) other actions/transactions described in Section 7.9(b) and (c) below, will

likely present the most feasible, economic and tax efficient method to achieve the Restructuring Dilution and the other Dominican Restructuring Objectives.

The Restructuring Dilution Transactions and other Dominican corporate actions contemplated by this Plan will include steps intended to terminate and/or amend Tricom's current Shareholders' Agreement, as necessary and/or appropriate, and to amend Articles 5 and 6 of Tricom's existing by laws prior to implementation of such transactions in order to, among other things, allow the issuance of Tricom Class B Stock to Holding Company.

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

(b) Capital Increase and Issuance of Tricom Stock to Holding Company.

As of the date hereof, Tricom has an authorized capital of RD\$800,000,000 divided into 55,000,000 shares of Tricom Class A Stock and 25,000,000 shares of Tricom Class B Stock with a par value of RD\$10.00 each. There are (a) 45,458,045 shares of Tricom Class A Stock currently issued and outstanding and 9,541,955 shares of Tricom Class A Stock currently unissued and (b) 19,144,544 shares of Tricom Class B Stock currently issued and outstanding and 5,855,456 shares of Tricom Class B Stock currently unissued. Tricom's existing unissued capital currently amounts to RD\$153,974,110 (the "Tricom Unissued Capital").

Pursuant to the Confirmation Order and in accordance with Tricom's then existing bylaws, as soon as practicable after the Confirmation Date and subject to obtaining such governmental approvals as Tricom in its discretion (after consultation in good faith with the Ad Hoc Committee and Affiliated Creditors), considers to be necessary in accordance with applicable Dominican law, Tricom's shareholders shall adopt one or more Restructuring Resolutions that shall, among other things, (i) authorize an increase in Tricom's authorized capital ("Capital Increase") in an amount that will allow Tricom to cancel, taking into account the other Restructuring Dilution Transactions, all of the Dominican Unsecured Financial Claims that will not be cancelled pursuant to the other Restructuring Dilution Transactions, (ii) authorize the issuance of shares of Tricom Stock representing the Tricom Unissued Capital to Holding Company in exchange for cancellation or capitalization of an amount of Dominican Unsecured Financial Claims equal to the aggregate nominal par value of the shares of Tricom Stock representing the Tricom Unissued Capital to be issued to Holding Company, and (iii) authorize the issuance of shares of Tricom Stock representing the Capital Increase to Holding Company in exchange for the cancellation or capitalization of an amount of Dominican Unsecured Financial

Claims equal to the aggregate nominal par value of the shares of Tricom Stock representing the Capital Increase to be issued to Holding Company.⁴

The Capital Increase shall, pursuant to the Confirmation Order, be approved by shareholders representing two-thirds of the outstanding shares of Tricom Stock entitled to vote in the corresponding shareholders' meeting and will be implemented by amending Article 5 and 6 of Tricom's bylaws. Given that no cash consideration will be paid by Holding Company for the issuance of the shares of Tricom Stock representing the Tricom Unissued Capital and Capital Increase, an independent third party appraiser, as required by applicable Dominican law (the "Verifying Officer"), shall be appointed to assess the fairness of the proposed transaction and issue the corresponding report. Due to the foregoing, two shareholders' meetings will be required to issue the shares of Tricom Stock representing the Tricom Unissued Capital and the Capital Increase to Holding Company. In the first shareholders' meeting, Tricom's shareholders shall, pursuant to the Confirmation Order, (i) approve the Capital Increase, (ii) take notice and discuss Tricom's intention to issue shares of Tricom Stock representing the Tricom Unissued Capital and the Capital Increase to Holding Company in exchange for cancellation or capitalization of an amount of Dominican Unsecured Financial Claims equal to the aggregate par value of the shares of Tricom Stock representing the Tricom Unissued Capital and Capital Increase (non-cash consideration), and (iii) appoint a Verifying Officer to examine the transaction described in item (ii) above and render a report as to the value of the non-cash consideration (i.e., Dominican Unsecured Financial Claims) to be paid by Holding Company in exchanged for the shares of Tricom Stock to be issued. In the second shareholders' meeting, (a) the Verifying Officer will submit his or her report and (b) if such report is favorable, Tricom's shareholders shall, pursuant to the Confirmation Order, given that Tricom's bylaws do not grant holders of Existing Tricom Equity Interests preemptive rights with respect to the issuance of new shares of Tricom Stock, approve the issuance of the shares of Tricom Stock representing the Tricom Unissued Capital and Capital Increase to Holding Company in exchange for cancellation of and/or capitalization of an amount of Dominican Unsecured Financial Claims equal to the aggregate nominal par value of the shares of Tricom Stock representing the Tricom Unissued Capital and Capital Increase.

(c) Accordion Transactions

As soon as practicable after the Confirmation Date and subject to obtaining such governmental approvals as Tricom in its discretion (after consultation in good faith with the Ad Hoc Committee and Affiliated Creditors), considers to be necessary in accordance with applicable Dominican law, a series of additional shareholders' meetings will be called in accordance with Tricom's bylaws, at which meetings Tricom's shareholders shall, in accordance with the Confirmation Order, be required to adopt one or more Restructuring Resolutions to

⁴ The portion of the Dominican Unsecured Financial Claims Portion corresponding to TCN will not be cancelled at this stage, but, rather, will be capitalized by Holding Company in exchange for shares of new Tricom Stock and cancelled in accordance with the TCN Debt Restructuring.

implement one or more Accordion Transactions. Two-thirds of Tricom's shareholders will be required to approve such Restructuring Resolutions.

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

At the Accordion Transaction Second Shareholders' Meeting, Tricom's shareholders shall, pursuant to the Confirmation Order, (i) take notice of the report to be issued by the Verifying Officer appointed in the Accordion Transaction First Shareholders' Meeting; and, (ii) if such report is favorable, approve the issuance of the First Set of Newly Unissued Shares to Holding Company in exchange for cancellation of an amount of Dominican Unsecured Financial Claims equal to the aggregate value of the First Set of Newly Unissued Shares. Following the completion of the Restructuring Dilution Transactions, Tricom shall cancel the remaining Dominican Unsecured Financial Claims relating to Tricom not cancelled pursuant to any of the Restructuring Dilution Transactions, as well as cancel certain interest accrued on Tricom's books that is not part of any Allowed Claim or otherwise treated under this Plan. The cancellation of this remaining Tricom debt will result in COD Income to Tricom, which Tricom shall offset with the application of allowed net operating losses (estimated at 20% of the accumulated tax losses for the years 2004 through 2008, and current year operating losses.

(d) TCN Corporate Actions.

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

detailed discussion of the process by which the Debtors intend to implement the TCN Debt Restructuring. Accordingly, the following description is subject to change.

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

Pursuant to this Plan and the Confirmation Order, as soon as practicable after the entering of the Confirmation Order and prior to the Effective Date, and in order to accomplish the TCN Debt Restructuring, the then existing members of TCN’s board of directors shall call two consecutive shareholders’ meetings to (i) implement the appropriate capital increase and (ii) because there will be no cash payment in consideration for the issuance of the new shares of TCN stock to Tricom (such shares will be issued in exchange for the portion of the Dominican Unsecured Financial Claims relating to TCN), approve the issuance of such stock to Tricom. To be approved, this capital increase will require amending Article 8 of TCN’s bylaws through the affirmative vote of fifty-one percent (51%) of the outstanding shares of TCN entitled to vote at the relevant shareholders’ meeting.

7.10. Unsecured Financial Claims Cap.

(a) Unsecured Financial Claims Cap

Except as set forth in Sections 7.10(a)(i) and (ii) hereof, under no other circumstances will the aggregate amount of all Allowed Unsecured Financial Claims exceed \$738,500,000.00 (the “Unsecured Financial Claims Cap”), inclusive of not more than \$101,500,000.00 (the “Settlement Claims Cap”) in the aggregate on account of the sum of (x) the Banco Leon Allowed Claim in the amount of \$42,500,000.00 (the “Banco Leon Base Amount Allowed Claim”), (y) the Bancredito Panama Disputed Claim Allowed Amount and (z) the Bancredit Cayman Disputed Claim Allowed Amount (the sum of (x), (y) and (z), the “Settlement Claims Cap Aggregate Amount”).

Notwithstanding anything in this Plan to the contrary, in no event shall the aggregate amount of Allowed Unsecured Financial Claims less the Settlement Claims Cap, be increased to an amount in excess of \$637,000,000.

Only under, and subject to, the following circumstances shall the Settlement Claims Cap Aggregate Amount be permitted to exceed the Settlement Claims Cap:

(i) as part of any settlement with Bancredit Cayman with respect to the Bancredit Cayman Disputed Claim, reached at any time before or after the Effective Date, provided however, for any settlement reached (x) prior to the Effective Date, the prior consent in writing by each of the Ad Hoc Committee and the Affiliated Creditors is obtained, and (y) subsequent to the Effective Date, the prior written consent of a majority of the holders of Holding Company Class A Stock and Holding Company Class B Stock entitled to vote is obtained, further provided, in either case, the Debtors comply with the provisions of Section 7.10(b) hereof, and compliance with such provisions shall be a condition to the right of the Ad Hoc Committee and the Affiliated Creditors, or the holders of Holding Company Class A Stock and Holding Company Class B Stock, as applicable, to agree to any such increase in excess of the Settlement Claims Cap;

(ii) at any time before or after the Effective Date, if such increase in the Settlement Claims Cap Aggregate Amount is as a result of a final judgment issued by a Court of competent jurisdiction, including the Bankruptcy Court, in connection with any litigation seeking a non-consensual adjudication and/or disposition of the Bancredit Cayman Disputed Claim.

(b) Banco Leon Pre- and Post-Effective Date True Up Guidelines

In connection with any settlement among the Debtors (the Reorganized Debtors or Holding Company, as the case may be) and Bancredit Cayman with respect to the Bancredit Cayman Disputed Claim, Banco Leon will be entitled to the following:

(i) an increase of the Banco Leon Base Amount Allowed Claim by an amount necessary to maintain the Banco Leon Claims Percentage (the “Banco Leon Pre-Effective Date True Up Increase”) if, but only if, (x) as a result of any such settlement the Settlement Claims Cap Aggregate Amount would exceed the Settlement Claims Cap, and (y) the relevant settlement is reached on or before the Effective Date (regardless of when such settlement is approved by the Bankruptcy Court). In this case, all Plan Distributions to be made to Banco Leon on account of the Banco Leon Allowed Claim shall be calculated by reference to the Banco Leon Allowed Claim as increased in accordance with this Section 7.10(b)(i). To the extent any such settlement has been agreed to, but has not, as of the Effective Date, been approved by the Bankruptcy Court, the applicable amount of Holding Company Class A Stock will be reserved from Plan Distributions so as to enable Banco Leon to receive the applicable Plan Distribution on account of the Banco Leon Pre-Effective Date True Up Increase if and when such settlement is approved.

(ii) an increase of the Banco Leon Allowed Claim by an amount not to exceed \$4,250,000.00 necessary to maintain the Banco Leon Claim Percentage if, but only if, (a) as a result of any such settlement the Settlement Claims Cap Aggregate Amount would exceed the Settlement Cap Amount, and (b) the relevant settlement is reached after the Effective Date (the “Banco Leon Post-Effective Date True Up Increase”); provided, however, any additional Plan Distribution that Banco Leon may be entitled to on account of the Banco Leon Post Effective Date True Up Increase shall be made solely from the Surplus Distribution. Banco Leon shall be

entitled to receive a Plan Distribution on account of the amount of the Banco Leon Post Effective Date True Up Increase equal to the Pro Rata Share Distribution of Holding Company Stock made to holders of Allowed Unsecured Financial Claims (which for the avoidance of doubt, shall be in addition to the Plan Distribution to which Banco Leon was otherwise entitled on account of the of the Banco Leon Allowed Claim prior to such increase). Except under the circumstances where an Opposition is imposed against Banco Leon, and subject to the provisions set forth in this Section 7.10(b)(ii) below, there shall be no Plan Distributions to holders of Unsecured Financial Claims from the Surplus Distribution until it shall be determined whether Banco Leon shall be entitled to a Banco Leon Post Effective Date True Up Increase and if entitled, Banco Leon, shall have received its Plan Distribution on account of any such Banco Leon Post Effective Date True Up Increase. If after the foregoing additional Plan Distribution to Banco Leon on account of the Banco Leon Post-Effective Date True Up Increase has been made in full there are still shares of Holding Company Stock in the Surplus Distribution, each holder of an Allowed Unsecured Financial Claim entitled to receive Holding Company Stock pursuant to this Plan, including Banco Leon (with Banco Leon's Allowed Unsecured Financial Claim to equal the sum of the Banco Leon Base Amount Allowed Claim and the amount of the Banco Leon Post-Effective Date True Up Increase), shall receive its Pro Rata Share of remaining shares of Holding Company Stock available for Plan Distributions in the Surplus Distribution, provided, further, however, that if at the time Banco Leon would otherwise be entitled to receive such Plan Distribution, such Plan Distribution would contravene any Opposition, under such circumstance, such Plan Distribution will be subject to and treated in the same manner as the Banco Leon Holding Company Class A Stock Distribution is treated under Section 7.22(a)(iii), and, subject to Section 9.7(g) hereof, the remaining shares of Holding Company Stock in the Surplus Distribution, in excess of the shares otherwise distributable to Banco Leon, shall be distributed to all other holders of Unsecured Financial Claims in accordance with Section 9.7(f).

Notwithstanding anything to the contrary in this Plan, the Banco Leon Settlement or the Bancredito Settlement to the contrary, with the exception of the final Plan Distribution from the Surplus Distribution, the Debtors shall be under no obligation to make any Plan Distribution from the Surplus Distribution unless the aggregate market value of the shares of Holding Company Stock comprising the then Surplus Distribution (which value shall be determined based on the value of same on the Effective Date) exceeds \$50,000.00; provided, further that if the aggregate market value of the remaining shares of Holding Company Stock comprising the then Surplus Distribution available for the final Plan Distribution is less than \$25,000.00, all such shares shall revert in Holding Company.

(iii) for the avoidance of doubt, in connection with Banco Leon's rights pursuant to this Section 7.10(b), if after all Plan Distributions on account of the Disputed Unsecured Financial Claims have been made, the total amount of shares of Holding Company Stock comprising the then Surplus Distribution:

(A) exceeds the total amount of shares of Holding Company Stock that Banco Leon is entitled to receive on account of the Banco Leon Post-Effective Date True Up Increase, then Banco Leon will receive an additional Plan Distribution equal to (i) the total amount of shares of Holding Company Class A Stock that Banco Leon is entitled to receive on account of the Banco Leon Post-Effective Date True Up Increase and (ii) Banco Leon's Pro Rata Share of the total amount

of remaining shares of Holding Company Class A Stock available for Plan Distributions in the then Surplus Distribution, if applicable;

(B) is less than the total amount of shares of Holding Company Stock that Banco Leon is entitled to receive on account of the Banco Leon Post-Effective Date True Up Increase, then Banco Leon will receive an additional Plan Distribution equal to the total amount of shares of Holding Company Stock that comprise the Surplus Distribution (subject to the limitations set forth in Section 7.10(b)(ii), and any and all of Debtors' obligations pursuant to this Section 7.10(b) shall be deemed satisfied; and

(C) is zero, then no additional Plan Distribution will be made to Banco Leon on account of the Banco Leon Post Effective Date True Up Increase and any and all of Debtors' obligations pursuant to this Section 7.10(b) shall be deemed satisfied.

(iv) for the avoidance of doubt, any increase in the Settlement Claims Cap Aggregate Amount, if any, on account of the Bancredit Cayman Disputed Claim, in excess of the Settlement Cap Amount as a result of a final judgment issued at any time, either before or after the Effective Date, by a Court of competent jurisdiction, including the Bankruptcy Court, in connection with any litigation seeking a non-consensual adjudication and/or disposition of the Bancredit Cayman Disputed Claim shall not trigger either the Banco Leon Pre Effective Date True Up Increase or the Banco Leon Post Effective Date True Up Increase.

7.11. [RESERVED]

7.12. [RESERVED]

7.13. Shareholders' Agreement.

On or before the Effective Date, as a condition precedent to receipt of any Plan Distributions, (x) Amzak Capital Management, LLC, and its Affiliates, (y) each of the Affiliated Creditors and their Affiliates, and (z) each and every holder of an Allowed Unsecured Financial Claim who will receive a Plan Distribution of at least 5% of the Holding Company Stock shall enter into and deliver to Holding Company fully executed original copies of the Shareholders' Agreement, and shall be bound by the terms of the Shareholders' Agreement. In addition, with the exception of the Persons identified in clauses (x) and (y) of this Section 7.13, each and every holder of an Allowed Unsecured Financial Claim who will receive a Plan Distribution of less than 5% of the Holding Company Stock shall have the right, but not the obligation, to enter into the Shareholders' Agreement, which shall provide, among other things, for the following:

(a) Dividends.

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

(b) Liquidation Rights.

The shares of Holding Company Class A Stock and Holding Company Class B

Stock will be entitled to identical distributions on any dissolution or winding up of Holding Company.

(c) Preemptive Rights.

The Holding Company Constituent Documents will provide to holders of Holding Company Stock customary preemptive rights in connection with future issuances of Holding Company Stock.

(d) Tag-Along/Transferability.

If on or at any time after the Effective Date, any party to the Shareholders' Agreement, including without limitation Amzak Capital Management, LLC, any of the Affiliated Creditors, or any of their respective Affiliates or successors, proposes either to buy or sell shares of Holding Company Stock or to acquire or relinquish control of any Affiliated Creditor or GFN Party in a transaction or series of related transactions resulting in the acquiror in such transaction(s) for the first time controlling, directly or indirectly, more than 50% of the Holding Company Stock, each other holder of Holding Company Stock shall have the right, either as a party to the Shareholders' Agreement or as a third party beneficiary thereunder, to sell to the acquiror in such transaction(s) all of its shares of Holding Company Stock on the same terms and conditions as those available to the other seller(s) in such transaction(s). No such holder of Holding Company Stock may sell its shares of Holding Company Stock to such acquiror unless the acquiror also purchases the Holding Company Stock of such other holders that elect to sell their Holding Company Stock to such acquiror. Except to the extent that the foregoing is applicable, or as may otherwise be restricted by this Plan or applicable law (including, without limitation, the Securities Act, applicable State law, and applicable Bahamian law), the Holding Company Stock shall be freely transferable without restriction, and the Shareholder's Agreement and Holding Company Constituent Documents shall so provide.

(e) Conversion of Class B Stock.

Any share of Holding Company Class B Stock that is transferred to any holder other than any of the GFN Parties or any of the Affiliated Creditors or the Affiliated Creditors' Affiliates shall automatically convert to a share of Holding Company Class A Stock upon such transfer. In addition, all outstanding shares of Holding Company Class B Stock shall automatically convert to shares of Holding Company Class A Stock upon the first date following the Effective Date on which the GFN Parties, the Affiliated Creditors and the Affiliated Creditors' Affiliates cease to collectively hold shares of Holding Company Class B Stock equal to an aggregate of at least 10% of the fully diluted Holding Company Stock immediately following the Effective Date.

(f) Voting Rights.

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

Stock, except that

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7.14. [RESERVED].

7.15. Conversion of Tricom Class B Stock by Holding Company.

As soon as practicable following Holding Company's acquisition of all or substantially all of the Tricom Stock pursuant to or as a result of the Restructuring Dilution Transactions, (i) Tricom will adopt its New Constituent Documents, which will provide for, among other things, one class of Tricom Stock, namely, Tricom Class A Stock; and (ii) Holding Company will convert all of its shares of Tricom Class B Stock into shares of Tricom Class A Stock.

7.16. Management.

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

7.17. Initial Boards of Directors.

On or before the Effective Date, the members of the board of directors of the Debtors shall be appointed in accordance with the provisions of their respective New Constituent Documents. On or before the Effective Date, the members of the Holding Company Board of Directors shall be appointed in accordance with the provisions of the Holding Company Constituent Documents and Shareholders' Agreement. The Holding Company Board of Directors will consist of nine members, including the chairperson of the Holding Company Board of Directors. The members of the Holding Company Board of Directors shall be elected to initial terms of three years. Upon the completion of the initial terms, the members of the Holding Company Board of Directors

shall be elected to terms of one year. The holders of Holding Company Class A Stock shall be entitled to elect six members of the Holding Company Board of Directors, and the holders of Holding Company Class B Stock shall be entitled to elect three members of the Holding Company Board of Directors. Any member of the Holding Company Board of Directors will be automatically removed from the Holding Company Board of Directors upon the criminal conviction of that member; provided, that any such removal shall not affect the rights of the holders of Holding Company Stock to elect the number of members of the Holding Company Board of Directors set forth herein.

7.18. Officers.

On or before the Effective Date, the officers of each of the Debtors shall be selected and appointed by the respective boards of directors of such Debtors in accordance with, and pursuant to, the provisions of applicable law and their respective New Constituent Documents. On or before the Effective Date, the officers of Holding Company shall be selected and appointed by the Holding Company Board of Directors in accordance with, and pursuant to, the provisions of the Holding Company Constituent Documents and Shareholders' Agreement. The appointment and removal of all senior management of the Holding Company, including, the Chief Executive Officer, Chief Operating Officer and Chief Financial Officer of Holding Company will require the affirmative vote of a majority of at least six members of the Holding Company Board of Directors. Any member of senior management of Holding Company will be automatically removed from his or her position upon criminal conviction; provided, that the vacancy created by any such removal shall be filled as set forth herein.

7.19. Transition Services Agreement.

On or before the Effective Date, Holding Company and the Transition Services Company shall execute and deliver the Transition Services Agreement. The Transition Services Agreement shall have a term of three years and shall provide that in exchange for the services to be furnished under the Transition Services Agreement, Transition Services Company will receive the Transition Services Company Holding Company Stock, which will vest in equal quarterly installments over a three year period upon the satisfaction of the conditions described in the Transitions Services Agreement; provided, however, that all Transition Services Company Holding Company Stock will immediately vest upon a change of control of Holding Company. The Transition Services Company will be entitled to exercise the voting rights of the Transition Services Company Holding Company Stock upon their grant and will be entitled to receive dividends and other distributions with respect to the Transition Services Company Holding Company Stock prior to vesting, unless the restricted shares of Holding Company Class B Stock are forfeited. All Transition Services Company Holding Company Stock not previously vested in accordance with the Transition Services Agreement shall be automatically and immediately forfeited (a) in the event the Transition Services Company ceases to make available the services to be provided thereunder or fails to provide such services upon Holding Company's request in accordance with the Transition Services Agreement, (b) in the event all outstanding shares of Holding Company's Class B Stock are required to be converted to shares of Holding Company's Class A Stock in accordance with the Shareholders' Agreement, or (c) in the event the Transition Services Company breaches any of its obligations under the Transition Services Agreement.

Upon such forfeiture, all forfeited Transition Services Company Holding Company Stock shall immediately cease to have voting, dividend or any other right and the certificate(s) representing the forfeited Transition Services Company Holding Company Stock shall be cancelled.

7.20. Causes of Action.

Except as otherwise provided in this Plan, all Causes of Action assertable by any of the Debtors, including but not limited to Avoidance Actions, shall, upon the occurrence of the Effective Date, be retained by, and be vested in, the Reorganized Debtors, in accordance with this Plan. Except as otherwise provided in this Plan, the Debtors' rights, as Reorganized Debtors, to commence such Causes of Action (including Avoidance Actions) shall be preserved notwithstanding consummation of this Plan. **Parties in interest, including creditors, may not rely on the absence of a specific reference in this Plan or Disclosure Statement to any Cause of Action against them as any indication that the Debtors will not pursue any and all available Causes of Action against them. The Debtors and the Debtors' Estates expressly reserve all rights to prosecute any and all Causes of Action against any Person, except as otherwise provided in this Plan.**

7.21. Sources of Cash for Cash Payments and Plan Distributions/Exit Financing

All Cash necessary for the Holding Company or the applicable Debtor and/or Reorganized Debtor to make payments and applicable Plan Distributions in Cash pursuant to this Plan shall be obtained from a combination of the Debtors' existing Cash balances and financing to be obtained by the Reorganized Debtors upon the Effective Date (the "Exit Financing"). A non-binding term sheet setting forth proposed terms for the Exit Financing is annexed hereto as Exhibit C. The prior written consent of counsel to the Ad Hoc Committee will be required for the Reorganized Debtors to consummate any Exit Financing, which consent may not be unreasonably withheld.

7.22. Plan Settlements

(a) Banco Leon Settlement

Without limiting the other provisions of this Plan, this Plan constitutes a motion by the Debtors pursuant to, and incorporates a compromise and settlement of the Banco Leon Filed Claims (the "Banco Leon Settlement") in accordance with, Rule 9019 of the Bankruptcy Rules and section 1123(b)(3) of the Bankruptcy Code, and the confirmation of Plan, and entry of the Confirmation Order, shall be deemed the approval of such motion. The terms and conditions of the Banco Leon Settlement include (x) the provisions of this Plan; and (y) the terms and conditions set forth below and in Exhibit D hereto, which are incorporated herein by reference as if set forth in full below, pursuant to which, among other things:

(i) (x) the Banco Leon Filed Claims are being Allowed in the amount of the Banco Leon Allowed Claim and treated as an Allowed Unsecured Financial Claim, subject to upward adjustment as provided for in Section 7.10(b), and shall not be subject to objection, setoff, estimation, reduction or subordination; (y) each of the Debtors, their Estates, the members of the Ad Hoc Committee, the Affiliated Creditors, the GFN Parties and Banco Leon, as applicable,

have mutually agreed to furnish the releases set forth in Section 7.24(2) hereof; and (z) each of the Debtors, the Affiliated Creditors, the members of the Ad Hoc Committee, and the GFN Parties, and Banco Leon have agreed to make certain modifications to the Original Plan as set forth herein.

(ii) each of the Debtors, the Affiliated Creditors, the members of the Ad Hoc Committee, and the GFN Parties agree that neither such parties nor their successors or assigns, shall file, submit, seek, interpose or obtain any Opposition or assist or cause any other Person in attempting to file, submit, seek, interpose or obtain any Opposition to prevent, directly or indirectly, (x) Holding Company's issuance of and delivery to Banco Leon of the Banco Leon Holding Company Class A Stock Distribution provided for hereunder or (y) Banco Leon's receipt of the Banco Leon Holding Company Class A Stock Distribution.

(iii) the issuance of and delivery to Banco Leon of the Banco Leon Holding Company Class A Stock Distribution, subject to any reserve applicable to all holders of Unsecured Financial Claims, shall be a condition to the effectiveness of the Banco Leon Settlement and the occurrence of the Effective Date (the "Banco Leon Settlement Delivery Condition"); provided, however, if such issuance and delivery would contravene any Opposition with respect to the Banco Leon Allowed Claim filed, given and or obtained by any Person other than the Debtors, the Debtor Affiliates, the Affiliated Creditors, the members of the Ad Hoc Committee, and the GFN Parties or any of such parties successors and assigns (and provided none of the foregoing assisted or caused the filing of the same by such Person), and subject to the balance of this Section 7.22(a)(iii), the Banco Leon Settlement Delivery Condition shall be deemed satisfied. Under such circumstance the Banco Leon Holding Company Class A Stock Distribution to which Banco Leon would otherwise be entitled to receive on account of the Banco Leon Allowed Claim but for such Opposition shall be held in reserve, to the extent possible under the terms and conditions of such Opposition, by the Holding Company such that it shall be available together with any and all benefits, including dividends, that would apply to such stock ("Banco Leon Stock Benefits"), for distribution to Banco Leon upon the occurrence of an Opposition Resolution with respect to the Opposition filed, given and or obtained with respect to the Banco Leon Allowed Claim; and provided further, however, in any circumstance where either the issuance or delivery of the Banco Leon Holding Company Class A Stock Distribution is prohibited by the terms of the Opposition to which the Banco Leon Allowed Claim is subject to, the Holding Company shall nevertheless reflect on its books and records that the shares of the Holding Company Class A Stock that would otherwise be allocated and distributed to Banco Leon as a distribution under this Plan as a Plan Distribution on any relevant Distribution Date, together with any and all Banco Leon Stock Benefits, will be allocated to Banco Leon pending the occurrence of the applicable Opposition Resolution and shall not be issued or delivered to any other Person pending the occurrence of such Opposition Resolution. In the event the applicable Opposition Resolution is in Banco Leon's favor, such shares and Banco Leon Stock Benefits, shall be promptly issued and distributed to Banco Leon, or its designee; and provided further, however,

(A) with respect to an Opposition in the Dominican Republic that can be quantified in a monetary sum, notwithstanding the fact that such Opposition may seek the award of additional

unspecified damages, the Debtors, Reorganized Debtors or Holding Company, as applicable, shall make the Banco Leon Holding Company Class A Stock Distribution even if the Banco Leon Allowed Claim becomes an Opposition Claim, if Banco Leon requests in writing that the Debtors, Reorganized Debtors or Holding Company, as applicable, make such Plan Distribution, and Banco Leon,

(1) issues and delivers to and in favor of the Debtors, the Reorganized Debtors or the Holding Company, as applicable (based upon which entity was served with the applicable Opposition), a Dominican carta compromisoria (the “Dominican Indemnity”) to (w) cover any liabilities, claims, causes of action, damages or expenses (including, reasonable attorneys’ fees and expenses) of any nature whatsoever, that the Debtors, the Reorganized Debtors or the Holding Company, as applicable, may be subject to, suffer or incur with respect to, or as a result of the making of the Banco Leon Holding Company Class A Stock Distribution despite the Opposition the Banco Leon Allowed Claim is subject to, including, any of the above-referenced liabilities, claims, causes of action, damages or expenses not covered by the Dominican Surety, (x) be in form and containing terms and conditions that are customary for such purpose in the Dominican Republic, (y) be in force and effect for at least ninety (90) days following the occurrence of an Opposition Resolution with respect to the Opposition filed, given or obtained with respect to the Banco Leon Allowed Claim, and (z) provide that failure to pay any such liabilities, claims, causes of action, damages or expenses (including, reasonable attorneys’ fees and expenses), of any nature whatsoever, promptly upon the Debtors’, Reorganized Debtors’ or Holding Company’s request, as applicable, will allow such Debtors, Reorganized Debtors or Holding Company, as applicable, to seek and obtain payment of such expenses out of the Dominican Surety; and

(2) obtains and delivers to the Debtors, Reorganized Debtors or Holding Company, as applicable, an “aval” or similar undertaking (the “Dominican Surety”) in a principal amount equal to twice the amount of the claim asserted against Banco Leon by the Person who placed the Opposition, with such Dominican Surety to be issued by an Acceptable Bank and to be in force and effect for at least ninety (90) days following the occurrence of an Opposition Resolution with respect to the Opposition filed, given or obtained with respect to the Banco Leon Allowed Claim. For purposes of this Section 7.22, “Acceptable Bank” shall mean any of the following banks operating in the Dominican Republic: (a) Banco Popular Dominicano; (b) Banco de Reservas de la República Dominicana; (c) Banco BHD; (d) Scotiabank; (e) Citibank, N.A.; or (f) any other bank operating in the Dominican Republic that the Debtors, Reorganized Debtors or Holding Company, as applicable, may select in the event none of the above-listed banks (x) is still in operations at the time the Dominican Surety is to be issued and/or (y) agrees to issue the Dominican Surety. The Dominican Surety will be payable upon the Debtors’, Reorganized Debtors’ or Holding Company’s, as applicable, first written request to do so to the Acceptable Bank that issued the Dominican Surety upon (x) the issuance of a court decision (whether final, or not, and issued by any court or other tribunal or authority, including, judicial, arbitral or administrative, local or foreign) declaring the Debtors, the Reorganized Debtors or the Holding Company, as applicable, to be liable to the Person who placed the Opposition with respect to the Banco Leon Allowed Claim or any other Person for damages or any other liability, claim, cause of action, or expense (including, reasonable

attorneys' fees and expenses), of any nature whatsoever, with respect to, or as a result of, the making of the Banco Leon Holding Company Class A Stock Distribution despite the Opposition the Banco Leon Allowed Claim is subject to, and (y) upon Banco Leon's failure to pay the Debtors', the Reorganized Debtors' or the Holding Company's invoices for costs and expenses (including, reasonable attorneys' fees and expenses), of any nature whatsoever, incurred by such Debtors, Reorganized Debtors or Holding Company, as applicable, with respect to, or as a result of, the making of the Banco Leon Holding Company Class A Stock Distribution despite the Opposition the Banco Leon Allowed Claim is subject to, as provided in Section 7.22(a)(iii). For the avoidance of doubt, and by example only, an Opposition that may be quantified in a monetary sum would include an Opposition asserting a claim against Banco Leon in the amount of \$10,000,000, plus such other damages as a court may determine, including, attorneys fees and other damages, in which event, Banco Leon would be required to provide (x) a Dominican Indemnity conforming to the requirements of Section 7.22(a)(iii)(A)(i); and (y) a Dominican Surety from an Acceptable Bank in the amount of \$20,000,000.

(B) With respect to an Opposition in the Dominican Republic that cannot be quantified in a monetary sum, the Debtors, the Reorganized Debtors or the Holding Company, as applicable, and Banco Leon shall negotiate in good faith with respect to the Debtors, the Reorganized Debtors or the Holding Company, as applicable, accepting a Dominican Indemnity and Dominican Surety or other mechanism to cover any an all liabilities, claims, causes of action, damages and/or expenses, including, reasonable attorneys' fees and expenses, of any nature whatsoever, that the Debtors, the Reorganized Debtors or the Holding Company, as applicable, may suffer or incur with respect to, as a result of, the making of the Banco Leon Holding Company Class A Stock Distribution despite the Opposition such Claim is subject to, with such Dominican Indemnity and Dominican Surety or other mechanism, including, the form of same, to be to the sole and absolute satisfaction and discretion of the Debtors, the Reorganized Debtors or the Holding Company, as applicable. In the absence of any such agreement with respect to the Dominican Indemnity and Dominican Surety or other mechanism, including, the form of same, the Debtors, the Reorganized Debtors or the Holding Company, as applicable, will be under no obligation to make the Plan Distribution to Banco Leon on account of the Banco Leon Allowed Claim unless and until the occurrence of an Opposition Resolution with respect to the Opposition the Banco Leon Allowed Claim is subject to (and in which event the Holding Company shall nevertheless reflect on its books and records that the shares of the Holding Company Class A Stock that would otherwise be allocated and distributed to Banco Leon as a Plan Distribution on any relevant Distribution Date, together with any and all Stock Benefits, will be allocated to Banco Leon pending the occurrence of the applicable Opposition Resolution and shall not be issued or delivered to any other Person pending the occurrence of such Opposition Resolution and in the event such Opposition Resolution is in Banco Leon's favor, such stock and Stock Benefits, shall be promptly issued and distributed to Banco Leon, or its designee).

(C) Nothing herein will require or restrict the Debtors, the Reorganized Debtors, the Holding Company, as the case may be, from reaching such other or further agreement with Banco Leon respect to the issuance or delivery of the Banco Leon Holding Company Class A Stock Distribution.

(iv) each of the Affiliated Creditors, the members of the Ad Hoc Committee, and Banco Leon agree not to transfer or participate all or any portion of any of their respective Allowed Unsecured Financial Claims against the Debtors unless the proposed transferee previously agrees in writing to all terms and conditions of this Plan and the other Plan Documents, and to vote, or cause to be voted in the case of a participation, the Allowed Unsecured Financial Claims transferred or participated in to accept this Plan.

(v) each of the Affiliated Creditors, the members of the Ad Hoc Committee, and Banco Leon agree to vote all of their Allowed Unsecured Financial Claims to accept this Plan.

(vi) the Banco Leon Settlement is subject to the occurrence of the Effective Date. In the event that the Effective Date does not occur, the settlement, release, exculpations and injunctions provided for under or with respect this Plan, the Banco Leon Settlement or any related order shall have no effect and the rights and Claims of Banco Leon shall be reinstated in the full amount asserted in the Banco Leon Filed Claims, subject to the right of each of Ad Hoc Committee, the Affiliated Creditors, the GFN Affiliates, the Debtors and any other party in interest, to object to such Claims to the same extent that they would have had the right to do had the Banco Leon Settlement contained herein not been consummated hereunder.

(vii) the Banco Leon Settlement includes such other terms and conditions as are set forth in Exhibit D hereto.

(viii) the terms set forth in this Section 7.22, including Exhibit “D” hereto, shall control in the event of any inconsistency with any other term of this Plan or of the Confirmation Order.

(b) **The Bancredito Panama Settlement**

Without limiting the other provisions of this Plan, this Plan constitutes a motion by the Debtors pursuant to, and incorporates a compromise and settlement of the Bancredito Panama Filed Claims and Bancredito Panama Disputed Claims pursuant to the Bancredito Panama Settlement in accordance with, Rule 9019 of the Bankruptcy Rules and section 1123(b)(3) of the Bankruptcy Code, and the confirmation of this Plan, and entry of the Confirmation Order, shall be deemed the approval of such motion. The terms and conditions of the Bancredito Panama Settlement are incorporated into this Plan by reference as if set forth in full herein. In the event of any inconsistencies between the terms of this Plan, the Confirmation Order or the Plan Documents and the Bancredito Panama Settlement, the terms of the Bancredito Panama Settlement shall control.

(c) **The Bancredit Cayman Settlement**

Without limiting the other provisions of this Plan, this Plan constitutes a motion by the Debtors pursuant to, and incorporates a compromise and settlement of the Bancredit Cayman Filed Claim and Bancredit Cayman Disputed Claim pursuant to the Bancredit Cayman Settlement in accordance with, Rule 9019 of the Bankruptcy Rules and section 1123(b)(3) of the Bankruptcy

Code, and the confirmation of this Plan, and entry of the Confirmation Order, shall be deemed the approval of such motion. The terms and conditions of the Bancredit Cayman Settlement are incorporated into this Plan by reference as if set forth in full herein. In the event of any inconsistencies between the terms of this Plan, the Confirmation Order or the Plan Documents and the Bancredit Cayman Settlement, the terms of the Bancredit Cayman Settlement shall control.

7.23. Releases by the Debtors.

Except as expressly provided below, as of the Effective Date, for good and valuable consideration, each of the Debtors in their individual capacities and as Debtors in Possession, shall be presumed conclusively to have forever released, waived and discharged all Causes of Action, including all Causes of Action which give rise to any Avoidance Actions (other than the rights of the Debtors to enforce this Plan, the Plan Documents and any other contract, instrument, release, indenture and other agreements or documents delivered thereunder), whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, then existing or thereafter arising, in law, equity or otherwise that are based in whole or in part on any act, omission, transaction, event or other occurrence taking place on or prior to the Effective Date in any way relating to the Debtors (including, for the avoidance of doubt, Avoidance Actions), the Chapter 11 Cases or this Plan and that could have been asserted by the Debtors against (i) their respective current and former directors, officers, employees (other than for money borrowed from or owed to the Debtors or their respective subsidiaries by any such directors, officers or employees as set forth in the Debtors' books and records), agents, members, shareholders and professionals, excluding KPMG International and its affiliates, (ii) the GFN Parties, (iii) the Ad Hoc Committee, each of its individual members and each of such members' successors and assigns, (iv) each of the signatories to the Plan Support and Lock-Up Agreement and each of such signatories' successors and assigns, (v) the Affiliated Creditors, (vi) the Motorola Affiliates, and (vii) with respect to each of the foregoing, their respective Affiliates, current and former directors, officers, employees, agents, members, shareholders, and professionals, including but not limited to, legal and financial advisors.

7.24. Releases by Holders of Claims and Equity Interests.

1. General Releases. As of the Effective Date, for good and valuable consideration, except as otherwise provided for in this Plan including Section 14.4 and for any Administrative Claims against the Debtors held by the Ad Hoc Committee or the Affiliated Creditors for payment of the fees and costs of their respective legal and financial advisors to the extent required by the Plan Support and Lock Up Agreement, each Consenting Releasing Party (other than Banco Leon) and the Motorola Affiliates shall be deemed and presumed conclusively to have forever released, waived and discharged any Tricom-Related Causes of Action against (i) the Debtors and the Debtor Affiliates, (ii) any of the Debtors' and the Debtor Affiliates' current and former directors, officers, employees, agents, members, shareholders and professionals, including, their legal and financial advisors, but excluding KPMG International and its Affiliates, (iii) the GFN Parties, (iv) the Affiliated Creditors, (v) the Ad Hoc Committee and each of its individual members, including successors and assigns of such members, (vi) each of the signatories to the Plan Support and Lock-Up Agreement, including successors and assigns of

such signatories as a party to the Plan Support and Lock-Up Agreement, (vii) the Motorola Affiliates, and (viii) with respect to each of the foregoing, their respective Affiliates, current and former officers, directors, employees, agents, members, shareholders, and professionals, including, their legal and financial advisors.

2. Banco Leon Releases. As of the Effective Date, for good and valuable consideration:

- (a) Subject to Sections 7.24.2(b) through (h), and 7.24.3 through 7.24.5 and 7.24.7 below, Banco Leon and its Affiliates shall be deemed and presumed conclusively to have forever released, waived and discharged (A) any Tricom-Related Causes of Action against (i) the Debtors (in their individual capacities, as Debtors in Possession or as Reorganized Debtors), (ii) the Debtor Affiliates and the respective estates of the Debtors and the Debtor Affiliates, (iii) the GFN Parties and, the GFN Parties' respective (x) current professionals including legal and financial advisors, solely in their representative capacities as such, and (y) current and former officers and directors, solely in their representative capacities as such, and (iv) the Affiliated Creditors and, solely in their representative capacities as such, their respective current professionals, including, legal and financial advisors; and (B) any Tricom-Related Causes of Action (other than any Cause of Action arising from the gross negligence or willful misconduct of the party to be released, as determined by a Final Order of the Bankruptcy Court) against (i) solely in their representative capacities as such, any of the Debtors' and Debtor Affiliates' current and former directors, officers, employees, agents, members, shareholders and professionals, including legal and financial advisors, but specifically excluding KPMG International and its Affiliates, (ii) the Ad Hoc Committee, each of the Ad Hoc Committee's individual members, each of such individual member's Affiliates and successors and assigns and, with respect to each of the foregoing, but solely in their representative capacities as such, their current and former directors, officers, employees, agents, members, shareholders and professionals, including legal and financial advisors, (iii) each of the signatories to the Plan Support and Lock-Up Agreement (other than the Affiliated Creditors, GFN Corporation, Ltd., the GFN Parties and Affiliates of any of the foregoing), including successors to and assigns of each of such signatories as a party to the Plan Support and Lock-Up Agreement, and with respect to each of the foregoing, their Affiliates, and in addition, but solely in their representative capacities as such, their current and former directors, officers, employees, agents, members, shareholders and professionals, including their legal and financial advisors, and (iv) the Motorola Affiliates, the Affiliates to the Motorola Affiliates and, with respect to each of the foregoing, but solely in their representative capacities as such, their current and former directors, officers, employees, agents, members, shareholders and professionals, including, their legal and financial

advisors. The execution and delivery by Banco Leon of its Ballot accepting the Plan and not opting out of the releases provided for in Section 7.24 of the Plan, shall be deemed and treated for all purposes as if Banco Leon had actually executed the Plan agreeing to be bound by its terms, including the releases set forth in Section 7.24.2 and 7.24.6 of the Plan.

- (b) The Debtors (in their individual capacities, as Debtors in Possession or Reorganized Debtors) and the Debtor Affiliates and their respective Estates shall be deemed and presumed conclusively to have forever released, waived and discharged any Tricom-Related Causes of Action including any Cause of Action which would give rise to any Avoidance Actions against Banco Leon, its Affiliates and solely in their representative capacities as such, any of Banco Leon's and its Affiliates' current and former directors, officers, employees, agents, members, shareholders and professionals, including legal and financial advisors.
- (c) (i) The GFN Parties and the Affiliated Creditors shall be deemed and presumed conclusively to have forever released, waived and discharged any Tricom-Related Causes of Action against Banco Leon and, solely in their representative capacities as such, Banco Leon's current professionals, including legal and financial advisors; and (ii) the execution and delivery by the GFN Parties of the GFN Consent, and the execution and delivery by the Affiliated Creditors of a Ballot accepting the Plan and not opting out of the releases provided for in Section 7.24 of the Plan, shall be deemed and treated for all purposes as if the GFN Parties and the Affiliated Creditors had actually executed the Plan agreeing to be bound by its terms, including the releases set forth in Section 7.24 of the Plan.
- (d) (i) The Ad Hoc Committee, each of the Ad Hoc Committee's individual members and each of such member's Affiliates and successors and assigns and (ii) each of the signatories to the Plan Support & Lock-Up Agreement, including successors and assigns of such signatories as a party to the Plan Support & Lock-Up Agreement and the Affiliates of each of the foregoing, shall be deemed and presumed conclusively to have forever released, waived and discharged any Tricom-Related Causes of Action (other than any Cause of Action arising from the gross negligence or willful misconduct of the party to be released, as determined by a Final Order of the Bankruptcy Court) against Banco Leon and its Affiliates, and with respect to each of the foregoing, but solely in their representative capacities as such, their current and former directors, officers, employees, agents, members, shareholders and professionals, including, legal and financial advisors.
- (e) The Motorola Affiliates and the Affiliates of the Motorola Affiliates shall be presumed conclusively to have forever released, waived and discharged

any Tricom-Related Causes of Action against Banco Leon and its Affiliates and, with respect to each of the foregoing, but solely in their representative capacities as such, their current and former directors, officers, employees, agents, members, shareholders and professionals, including legal and financial advisors.

- (f) Each Consenting Releasing Party other than the Persons identified in Section 7.24.2(c) through (e) above, shall be deemed and presumed conclusively to have forever released, waived and discharged any Tricom-Related Causes of Action against Banco Leon.
- (g) Notwithstanding anything to the contrary contained in this Plan or in any Plan Document:
 - (i) Banco Leon's and Banco Leon's Affiliates' release, waiver and discharge provided to the Persons listed in Sections 7.24.2(a)(B)(ii) and 7.24.2(a)(B)(iii) hereof pursuant to the provisions thereof and such Persons' release, waiver and discharge of Banco Leon and its Affiliates pursuant to Plan Section 7.24.2(d), shall only be effective to the extent such applicable Person, Banco Leon or Banco Leon's applicable Affiliate, as the case may be, is reciprocally bound by the releases provided by such Person, Banco Leon or Banco Leon's Affiliate pursuant to Plan Sections 7.24.2(a)(B)(ii), 7.24.2(a)(B)(iii), and 7.24(d), as applicable.
 - (ii) If notwithstanding the releases provided pursuant to Section 7.24.2, Banco Leon, any of Banco Leon's Affiliates or any of the other Persons providing releases pursuant to Section 7.24.2 pursue a Tricom-Related Cause of Action against Banco Leon, any of Banco Leon's Affiliates or any other Person who is a beneficiary of any of the releases described in Section 7.24.2, as applicable, then without otherwise limiting or affecting the Claims or rights under this Plan of Banco Leon, Banco Leon's applicable Affiliate or such other Section 7.24.2 release beneficiary, at the sole option and discretion of Banco Leon, Banco Leon's Affiliate or such other Section 7.24.2 release beneficiary, as applicable, any such release or similar rights of the Person pursuing the Tricom-Related Cause of Action will be null and void and without effect;
 - (iii) Nothing in this Section 7.24 shall constitute a release by Banco Leon of any of its current and former directors, officers, employees, agents, members, shareholders and professionals.
- (h) Notwithstanding anything in this Plan or in any Plan Document to the contrary, neither this Plan (including, Section 7.24 hereof) nor any Plan Document shall release any non-Debtors who are the beneficiaries of

releases hereunder, including the GFN Parties, the Affiliated Creditors or Banco Leon, respectively, from the following (collectively, the “Banco Leon Carve-Out”):

(i) any Tricom-Related Causes of Action to the extent such Tricom-Related Causes of Action may reduce any liability by or judgment against any non-Debtor Person, including by way of contribution, indemnification or reimbursement, as against one or more non-Debtor Persons, including the GFN Parties, the Affiliated Creditors or Banco Leon, respectively, in any litigation commenced against any one or more of them; provided, however, that the foregoing shall not include any affirmative recovery beyond any such reduction of liability or judgment; and

(ii) the following matters:

(v) *Demanda en cobro de pesos y reparación de daños y perjuicios* filed in the Dominican Republic by Germán A. Polanco Guaba and others against Banco Leon, certain GFN Parties and other Persons. Case Number: 035-2004-1610;

(w) *Demanda en declaratoria de grupo económico, solidaridad, rendición de documentos de inversión, ejecución de contrato y reparación de daños y perjuicios* filed in the Dominican Republic by Luisa Berges de Medina and others against Banco Leon, certain GFN Parties and other Persons: Case Number: 026-03-06-0345;

(x) *Querrela directa con constitución en parte civil* commenced in the Dominican Republic at the request of Adagerlina Rivera Torres against Banco Leon, certain GFN Parties and other Persons. Case Number: 2004-0248-00110;

(y) *Bancredit Cayman Limited v. Regions Bank Corporation, f/k/a Union Planters Bank*, Case No. 06-11026 (SMB), Bankr. S.D.N.Y., Chapter 15, Adversary case No.: 07-1882 (RAM), United States Bankruptcy Court, Southern District of Florida, Miami Division; and

(z) *Bancredito (Panama) S.A. (In Compulsory Liquidation) v. Union Planters Bank, N.A. d/b/a Regions Financial Corporation*, Case No.: 07-22738-CIV-KING, United States Bankruptcy Court, Southern District of Florida, Miami Division (dismissed without prejudice. Included herein to the extent reinstated or re-commenced in whole or in part).

3. With the exception of the releases provided for under Sections 7.23 and 7.24 hereof, each of the GFN Parties, the Affiliated Creditors, Banco Leon and the Ad Hoc Committee, reserve any and all rights, claims and defenses as against each other.

4. No Third Party Beneficiaries of Releases. Notwithstanding anything else to the contrary in this Plan or in any Plan Document, the releases described in this Section 7.24 (each a

“Section 7.24 Release”), shall inure only to the benefit of the Person to whom the relevant Section 7.24 Release is given (each a “Section 7.24 Releasee”) and there shall be no third-party beneficiaries of the Section 7.24 Releases. Additionally, the Section 7.24 Releases shall in no way restrict the rights of any Person, other than the Debtors or the Reorganized Debtors, who did not exchange mutual Section 7.24 Releases, from asserting or pursuing Causes of Action against each other. Where any Person has received, or receives, a Section 7.24 Release by virtue of being a successor to, or assignee of, a Person who is or was a beneficiary of a Section 7.24 Release (in either circumstance, and including Persons described in this Plan as being a “successor” or “assignee,” being hereinafter referred to as a “Successor Releasee”), such Successor Releasee may only enforce the relevant Section 7.24 Release with respect to, and to the extent of, those Tricom-Related Causes of Action that the Person who originally gave the relevant Section 7.24 Release could have asserted against the Person from whom such Successor Releasee obtained the relevant Section 7.24 Release.

5. Retention of Certain Claims. Notwithstanding anything else to the contrary in this Plan or any Plan Document, including Section 14.20 hereof: (a) each Consenting Releasing Party that is a creditor of any of the Debtors and filed one or more Proofs of Claim against any of the Debtors shall retain any and all claims related to the transactions and events set forth in such Proof(s) of Claim against any Person other than (x) the Debtors, their respective Estates and the Debtor Affiliates and (y) a Section 7.24 Releasee but only to the extent of the Section 7.24 Releases; and (b) nothing in this Plan or any Plan Document shall release or enjoin any Cause of Action of Banco Leon against any Person other than a Debtor or Debtor Affiliate who did not give to and get from Banco Leon a reciprocal, comparable and enforceable Section 7.24 Release.

6. Bank of New York as Indenture Trustee Releases. As of the Effective Date, each of (i) the Debtors and the Debtor Affiliates, (ii) in their capacities as such, any of the Debtors’ and the Debtor Affiliates,’ current and former directors, officers, employees, agents, members, shareholders and professionals, including, their legal and financial advisors, but excluding KPMG International and its Affiliates, and (iii) the Consenting Releasing Parties shall release and forever discharge the Bank of New York in its capacity as indenture trustee under the 11 3/8% Senior Notes, and, in their capacities as such, its shareholders, members, partners, associates and employees, principals, participating principals, managing or other agents, management personnel, advisors, officers, directors, administrators, attorneys, consultants, employees, accountants, servants, and representatives from any and all claims, actions, causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, extents, executions, demands, liabilities, rights to subrogation, rights to contribution, rights to indemnity and remedies of any nature whatsoever arising out of or in connection with the 11 3/8% Senior Notes, the 11 3/8% Senior Notes Indenture and The Bank of New York’s acceptance and administration of its duties thereunder, including any and all transactions contemplated thereby (the “11 3/8% Senior Notes Released Claims”). As of the Effective Date, the Bank of New York in its capacity as indenture trustee under the 11 3/8% Senior Notes and, in their capacities as such, its shareholders, members, partners, associates and employees, principals, participating principals, managing or other agents, management personnel, advisors, officers, directors, administrators, attorneys, consultants, employees, accountants, servants, and representatives shall be deemed and presumed conclusively to have granted a reciprocal release

of the 11 3/8% Senior Notes Released Claims to (i) the Debtors and the Debtor Affiliates, (ii) in their capacities as such, any of the Debtors' and the Debtor Affiliates' current and former directors, officers, employees, agents, members, shareholders and professionals, including, their legal and financial advisors, but excluding KPMG International and its Affiliates, and (iii) the Consenting Releasing Parties.

7. **Right To Enforce Plan.** Nothing in this Section 7.24 shall be a release or waiver of any Person's right to enforce this Plan, the Plan Documents and any other contract, instrument, release, indenture and other agreements or documents delivered thereunder.

ARTICLE VIII.

DISTRIBUTION PROCEDURES

8.1. Plan Distributions.

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

8.2. Distribution Record Date.

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

8.3. Timing of Plan Distributions.

Each Plan Distribution shall be made on the relevant Distribution Date therefore and shall be deemed to have been timely made if made on such date or within thirty (30) days thereafter; provided, however, that except as otherwise set forth in Plan Section 7.22(a)(iii) as concerns Banco Leon, in the Bancredito Panama Settlement as it concerns Bancredito Panama, or in the Bancredito Cayman Settlement as it concerns Bancredito Cayman, no Plan Distribution shall be made on account of any Opposition Claim unless and until the occurrence of an Opposition Resolution with respect to the applicable Opposition Claim.

8.4. Address for Delivery of Plan Distributions.

Subject to Bankruptcy Rule 9010, any Plan Distribution or delivery to a holder of an Allowed Claim shall be made at the address of such holder as set forth in the Schedules, or if different from the address included on the Schedules: (a) on any proof of Claim filed by such holder; (b) in any notice of assignment filed with the Court with respect to such Claim pursuant to Bankruptcy Rule 3001(e); (c) in any notice served by such holder giving details of a change of address, (d) on any Ballot submitted in connection with this Plan; or (e) in the case of the holders of 11 3/8% Senior Notes, to The Bank of New York, as indenture trustee under the 11 3/8% Senior Notes Indenture, for Plan Distribution to the Holders (as defined in the 11 3/8% Senior Notes Indenture) and determined as of the close of business on the Distribution Record Date. Notwithstanding anything to the contrary in this Plan, such Plan Distribution shall (i) be made in accordance with the terms of the 11 3/8% Senior Notes Indenture and this Plan, (ii) be subject to the rights of The Bank of New York, as indenture trustee, under sections 6.10 and 7.07 of the 11 3/8% Senior Notes Indenture and the liens provided for in said Section 7.07, which rights and lien shall not be released and shall survive as and to the extent provided in Section 7.8 of this Plan and (iii) not be conditioned upon, and may be made without, presentment or surrender of the 11 3/8% Senior Notes.

If any holder's Plan Distribution or payment is returned to the Holding Company or the applicable Reorganized Debtor as undeliverable, no further Plan Distributions or payments to such holder shall be made to such holder unless the Holding Company or the applicable Reorganized Debtor is notified of such holder's then current address within six (6) months after such Plan Distribution was returned. After such date, if such notice was not provided, such holder (or any successor or assignee or other Person or Entity claiming by, through or on behalf of such holder) shall be deemed to have forfeited its right to such Plan Distribution or payment and shall be forever barred from and enjoined from asserting any such Claim for an undeliverable or unclaimed Plan Distribution against the Debtors or their Estates, the Reorganized Debtors or their property. In such cases, (a) any Plan Distributions made in Cash on account of such undeliverable Plan Distributions shall become the property of the applicable Reorganized Debtor free of any restrictions thereon and notwithstanding any federal, state or Dominican Republic escheat laws to the contrary, and (b) any Holding Company Stock held for Plan Distribution on account of such Claim shall be cancelled and of no further force of effect. Nothing in this Plan shall require the Debtors, the Reorganized Debtors or Holding Company to attempt to locate any holder of an Allowed Claim.

8.5. Time Bar to Cash Payments.

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

8.6. Manner of Distribution in Cash Under this Plan.

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

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

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

8.8. Fractional Plan Distributions.

Notwithstanding anything to the contrary contained herein, unless otherwise agreed to by the Debtors or Reorganized Debtors: (i) no Cash payments of fractions of cents will be made; fractional cents shall be rounded to the nearest whole cent (with any amount equal to or less than 0.5 cents to be rounded down); and (ii) fractional shares of Holding Company Stock shall be rounded down to the next lower whole number of shares.

8.9. Surrender of Instruments.

Except as otherwise provided in Section 8.4 with respect to the 11 3/8 % Senior Notes, as a condition to receiving any Plan Distribution, on or before the Distribution Date, each holder of Claims shall surrender all certificates or instruments representing such Claims (including, without limitation, assignment and participation agreements) to the Holding Company or applicable Debtor, as the case may be, and shall execute and deliver such other documents as may be necessary to effectuate this Plan. No Plan Distribution shall be made to or on behalf of any holder of such Claims unless and until such certificate or instruments are surrendered to the Holding Company or applicable Debtor, as the case may be, or unless any relevant holder provides to the Holding Company or applicable Debtor, as the case may be, an affidavit of loss or such other documents as may be required by Holding Company or applicable Debtor, as the case may be, together with an appropriate indemnity in the customary form.

Holders of, or any other party in possession of, Existing Tricom Equity Interests shall surrender all certificates or instruments representing the Cancelled Shares immediately upon the decision to cancel such shares is made by Tricom’s shareholders as part of the Restructuring Dilution Transactions. Upon the completion of the Restructuring Dilution Transactions, to the extent any

holders of (other than the Debtors), or any other party otherwise in possession of (other than the Debtors), any Tricom Equity Interests that have been cancelled pursuant to the Restructuring Dilution Transactions have not surrendered their respective certificates or instruments representing such Tricom Equity Interests, the Confirmation Order shall constitute an injunction directing such holders to surrender such certificates or instruments. In the event of the failure of any holder of Tricom Equity Interests that has been cancelled pursuant to the Restructuring Dilution Transactions to surrender its certificate(s) or instrument(s) representing such Tricom Equity Interests within thirty (30) days from cancellation of the applicable Tricom Equity Interest, the certificate(s) or instrument(s) representing such Tricom Equity Interests shall be deemed cancelled pursuant to the Confirmation Order.

Any holder of a Claim who fails to surrender such certificate or instrument representing such Claim or otherwise fails to deliver an affidavit of loss and indemnity in accordance with this Section 8.9 prior to the second anniversary of the Effective Date, shall be deemed to have forfeited its rights and Claims. All property in respect of such forfeited Claims shall revert to the Reorganized Debtors.

8.10. Plan Distributions After the Effective Date.

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

ARTICLE IX.

PROCEDURES FOR RESOLVING AND TREATING CONTESTED CLAIMS

9.1. Objection Deadline.

Except as provided in Section 9.7 hereof, any objections to Claims, other than Administrative Claims and Allowed Unsecured Financial Claims, which are deemed Allowed on the Effective Date pursuant to Section 4.1(f) hereof, shall be served upon the holders of each Claim and filed as soon as practicable on or before the latest of (a) one hundred eighty (180) days after the Effective Date, or (b) such date as may be fixed by the Bankruptcy Court. Notwithstanding the forgoing, except with respect to the Allowed Unsecured Financial Claims, the Debtors and Reorganized Debtors reserve the right to object to Claims on the basis of classification and seek to reclassify any Claim until such time as the Final Decree is entered in the Chapter 11 Cases or as otherwise directed by the Bankruptcy Court.

9.2. Prosecution of Contested Claims.

Except with respect to the Allowed Unsecured Financial Claims, the Debtors may object to the Allowance of Claims filed with the Bankruptcy Court with respect to which liability is disputed in whole or in part. Except as set forth in Section 9.7 hereof, all objections that are filed and prosecuted as provided herein shall be litigated to Final Order or compromised and settled in accordance with Section 9.3.

9.3. Claims Settlement Guidelines.

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

(a) Subject to subsection 9.3(b), the settlement or compromise of (i) a Claim pursuant to which such Claim is Allowed in an amount of \$100,000.00 or less; and (ii) a Claim where the difference between the amount of the Claim listed on the Debtors' Schedules and the amount of the Claim proposed to be Allowed under the settlement is \$100,000.00 or less, does not require the review or approval of the Bankruptcy Court or any other party in interest.

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

9.4. No Plan Distributions Pending Allowance.

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

9.5. Plan Distributions After Allowance.

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

9.6. Estimation of Claims.

The Holding Company or the applicable Debtor or Reorganized Debtor may, at any time, request that the Bankruptcy Court estimate any Contested Claim pursuant to section 502(c) of the Bankruptcy Code regardless of whether the Holding Company, the applicable Debtor or Reorganized Debtor has previously objected to such Claim or whether the Bankruptcy Court has ruled on any such objection, and the Bankruptcy Court will retain jurisdiction to estimate any Claim at any time during litigation concerning any objection to any Claim, including during the pendency of any appeal relating to any such objection. In the event that the Bankruptcy Court estimates any Contested Claim, that estimated amount will constitute either the Allowed amount of such Claim or a maximum limitation on such Claim, as determined by the Bankruptcy Court. If the estimated amount constitutes a maximum limitation on such Claim, the Holding Company,

the applicable Debtor or Reorganized Debtor, as the case may be may elect to pursue any supplemental proceedings to object to any ultimate payment on such Claim. All of the objection, estimation, settlement, and resolution procedures set forth in this Plan are cumulative and not necessarily exclusive of one another. Claims may be estimated and subsequently compromised, settled, withdrawn or resolved by any mechanism approved by the Bankruptcy Court.

9.7. Disputed Unsecured Financial Claims.

(a) Voting and Other Rights of Holders of Disputed Unsecured Financial Claims.

Pursuant to Bankruptcy Rule 3018, no Disputed Unsecured Financial Claims will be counted for voting purposes unless an order of the Bankruptcy Court is entered after notice and a hearing temporarily allowing such Disputed Unsecured Financial Claim for voting purposes under Bankruptcy Rules 3018. Such disallowance for voting purposes is without prejudice to the claimant's right to seek to have its Disputed Unsecured Financial Claim Allowed for purposes of Plan Distributions under this Plan.

(b) No Distributions to Disputed Unsecured Financial Claims Pending Allowance.

No Plan Distributions will be made with respect to all or any portion of a Disputed Unsecured Financial Claim unless and until the Disputed Unsecured Financial Claim has become an Allowed Claim.

(c) Treatment of Disputed Unsecured Financial Claims.

Each Disputed Unsecured Financial Claim shall be treated, to the extent Allowed as an Unsecured Financial Claim.

(d) Establishment and Maintenance of Reserve for Disputed Unsecured Financial Claims.

Holding Company shall establish a reserve for each Disputed Unsecured Financial Claim consisting of shares of Holding Company Stock to which the holder of each of such Disputed Unsecured Financial Claim would be entitled to on account of its filed Claim, as if such Disputed Unsecured Financial Claims were an Allowed Claim, but subject to the limitations set forth herein (collectively, the reserves established for each Disputed Unsecured Financial Claim, the "Unsecured Financial Claims Reserve"). At the Reorganized Debtors' option, the Unsecured Financial Claims Reserve may be established by either refraining from issuing the requisite amount of Holding Company Stock, in which event such unissued Holding Company Stock shall constitute the Unsecured Financial Claims Reserve, or by establishing a separate reserve. In either event, no shares of Holding Company Stock comprising the Unsecured Financial Claims Reserve, if any, shall be distributed to a holder of a Disputed Unsecured Financial Claim until such Claim shall have been determined by a Final Order.

The Debtor may, but shall not be required to, at any time prior to the Confirmation Hearing and regardless of whether an objection to the applicable Disputed Unsecured Financial Claim has been brought, request that the Bankruptcy Court estimate, set, fix or liquidate the amount of any Disputed Unsecured Financial Claim. In lieu of estimating, fixing, or liquidating the amount of any Disputed Unsecured Financial Claim (singularly or in the aggregate), the amount may also be fixed by an agreement in writing by and among the Debtors, counsel to the Ad Hoc Committee and the holder of such Disputed Unsecured Financial Claim.

(e) **[RESERVED]**

(f) Surplus Distribution.

To the extent that any Disputed Unsecured Financial Claim is not Allowed for the full amount reserved on account of such Disputed Unsecured Financial Claim or disallowed in its entirety pursuant to Section 9.7(d) hereof, any Holding Company Stock held or reserved for in the Unsecured Financial Claims Reserve attributable to such Disputed Unsecured Financial Claim in excess of the amount of Holding Company Stock to be distributed to such holder on account of the Allowed amount of such Disputed Unsecured Financial Claim, shall constitute a surplus distribution (collectively the aggregate amount of all such surplus distributions, the “Surplus Distribution”), which will be available for distribution to all holders of all Allowed Unsecured Financial Claims (or their successors and assignees) as follows: Each holder of an Allowed Unsecured Financial Claim, including holders of Disputed Unsecured Financial Claims to the extent, if any, that such Claims become Allowed Claims pursuant to this Section 9.7 shall receive (x) its Pro Rata Share of each Plan Distribution from the Surplus Distribution attributable to such holder’s Unsecured Financial Claim as soon as practicable after any Disputed Unsecured Financial Claim for which reserves are established is determined by a Final Order and the Plan Distribution to Banco Leon on account of the Banco Leon Post-Effective Date True Up Increase is made in accordance with Section 7.10(b)(ii) hereof and (y) its Pro Rata Share of the final Plan Distribution attributable to such holder’s Unsecured Financial Claim as soon as practicable after all Disputed Unsecured Financial Claim for which reserves are established as part of the Unsecured Financial Claims Reserve is determined by a Final Order and the Plan Distribution to Banco Leon on account of the Banco Leon Post-Effective Date True Up Increase is made (unless such distribution to Banco Leon has previously been made in full) in accordance with Section 7.10(b)(ii) hereof; provided, however, that, with the exception of the final Plan Distribution of the Surplus Distribution, Holding Company and/or the Reorganized Debtors shall not be under any obligation to make Plan Distributions from any Surplus Distribution, including, without limitation, to Banco Leon on account of the Banco Leon Post-Effective Date True Up Increase, unless there are sufficient shares of Holding Company Stock such that the aggregate market value of the Plan Distribution to be made from the Surplus Distribution (which value shall be determined based on the value on the Effective Date) exceeds \$50,000; provided, further that if the final Surplus Distribution for Allowed Unsecured Financial Claims is less than \$25,000 in aggregate market value, such Surplus Distribution shall revert in Holding Company.

(g) Post-Effective Date Opposition.

If after the occurrence of the Effective Date, and notwithstanding their agreement (as set forth in Section 7.22(a)(ii) hereof) not to do so, an Opposition is filed, submitted, issued, interposed and/or obtained by any of the (a) Debtors, (b) Debtor Affiliates, (c) Affiliated Creditors, (d) members of the Ad Hoc Committee, and/or (e) GFN Parties, or any of the foregoing Persons' successors and assigns, or any of the foregoing Persons to the extent that they assisted or caused the filing, issuance, submission, or obtaining of a post-Effective Date Opposition (with such Persons hereinafter referred to as the "Opposition Persons"), with respect to any Plan Distributions to which Banco Leon may be entitled under the Plan from the Surplus Distribution(s), in such event, no Plan Distributions from the Surplus Distribution(s) to any such Opposition Person(s) shall be issued from and after the date of such Opposition, pending the occurrence of an Opposition Resolution with respect to such Opposition. Nothing in this Section 9.7(g) will limit any rights or claims of Banco Leon or any other Person with respect to any Person's violation of their obligations under Section 7.22 (a)(ii) of this Plan.

ARTICLE X.

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

10.1. Conditions Precedent to Confirmation.

The following are conditions precedent to confirmation of this Plan:

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

(b) The Confirmation Order, the Plan Documents, and this Plan shall be, in form and substance, acceptable to the Debtors, Ad Hoc Committee, and Affiliated Creditors, and reasonably acceptable to (i) Banco Leon with respect to those terms affecting Banco Leon, (ii) Bancredito Panama, with respect to those terms affecting Bancredito Panama, and (iii) Bancredit Cayman, with respect to those terms affecting Bancredit Cayman.

(c) Each of the parties to the Bancredito Panama Settlement shall have executed and delivered the Bancredito Panama Settlement in accordance with the terms thereof.

(d) Each of the parties to the Bancredit Cayman Settlement shall have executed and delivered the Bancredit Cayman Settlement in accordance with the terms thereof.

(e) The Affiliated Creditors shall have cast their Ballots in favor of the Plan consenting thereby to be bound by the releases provided for under Section 7.24 of the Plan;

(f) All of the GFN Parties shall have executed and delivered to Morrison & Foerster LLP as counsel to the Debtors, an executed copy of the GFN Parties' Consent.

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

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

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

(b) The Confirmation Order shall have become a Final Order;

(c) The Indotel Approval shall have been granted;

(d) The Holding Company shall have been capitalized in accordance with Section 7.7 hereof;

(e) Holding Company shall have obtained ownership of 81% or more of Tricom Stock;

(f) All of the Transaction Documents shall have been executed, issued and/or delivered, as applicable, by all of the relevant parties thereto;

(g) The Exit Financing Documents shall have been executed, issued and/or delivered, as applicable, by all relevant parties thereto;

(h) The Banco Leon Settlement Delivery Condition shall have been satisfied or deemed satisfied in accordance with Section 7.22(a)(iii) hereof;

(i) The Issuance, Delivery and Receipt of BCP Shares Condition shall have been satisfied, except as otherwise permitted by Paragraph 5 of the Bancredito Panama Settlement;

(j) The Issuance, Delivery and Receipt of Bancredit Shares Condition shall have been satisfied, except as otherwise permitted by Paragraph 9 of the Bancredit Cayman Settlement;

(k) The Amzak Payment (as defined in paragraph 4 of the Bancredit Cayman Settlement) shall have been received by Bancredit Cayman;

(l) The Grand Court of the Cayman Islands shall have issued a sealed order approving the Bancredit Cayman Settlement;

(m) **[INTENTIONALLY LEFT BLANK];**

(n) Banco Leon shall have cast a Ballot in favor of the Plan pursuant to which it has not opted out of the releases provided for in Section 7.24.2;

(o) **[INTENTIONALLY LEFT BLANK];**

(p) Subject to any prior order of the Bankruptcy Court, including the Confirmation Order, all unpaid fees and expenses of the (a) Non-Debtor Professionals required to be paid under the Plan Support & Lock-Up Agreement, the Plan or the Confirmation Order; and (b) the Debtors' Professional Persons pursuant to any order of the Bankruptcy Court awarding such fees and expenses, shall have been satisfied in full;

(q) None of the GFN Parties, the Affiliated Creditors, nor any of their respective successors or assigns, shall have filed, given or obtained, assisted or caused any other Person in filing, giving or obtaining, any Opposition or Objection, which Opposition or Objection would have the effect of preventing the Debtors from satisfying (i) the Issuance, Delivery and Receipt of BCP Shares Condition, (ii) the Issuance, Delivery and Receipt of Bancredit Shares Condition or (iii) the Banco Leon Settlement Delivery Condition, unless such Opposition or Objection has been resolved by an Opposition Resolution;

(r) Call Tel Corporation and no Person whose name appears on any signature pages of (x) the Bancredito Panama Settlement, (y) on the GFN Parties' Consents and Affiliated Creditors' Ballots with respect to the Banco Leon Settlement, and (z) the Bancredit Cayman Settlement (the Bancredito Panama Settlement, Banco Leon Settlement and Bancredit Cayman Settlement for purposes of this paragraph 10.2(r), collectively, the "Bank Settlements"), shall have attempted to repudiate or otherwise challenge the validity of any signature on any of the Bank Settlements and all Persons whose names appear on any signature pages of the Bank Settlements, whether through their own signature or that of any other Person, shall fully comply with all provisions of each of the Bank Settlements unless, notwithstanding the foregoing, in the event of any such actual or alleged attempted repudiation, challenge or noncompliance, any such actual or attempted repudiation, challenge or noncompliance shall have been revoked, withdrawn or otherwise cured to the reasonable satisfaction of Banco Leon, Bancredit Cayman or Bancredito Panama (as applicable) that is the party to the agreement that is the subject of such actual or attempted repudiation, challenge or noncompliance. Notwithstanding the foregoing, the existence of the Dispute (as defined in the Bancredito Panama Settlement) shall not prevent the Occurrence of the Effective Date;

(s) None of Banco Leon, Bancredit Cayman or Bancredito Panama, nor any of their respective successors or assigns, shall have filed, given or obtained, nor assisted or caused any other Person in filing, giving or obtaining, any Opposition or Objection, which Opposition or Objection would have the effect of preventing delivery to the Affiliated Creditors of their Plan Distributions on account of their Allowed Unsecured Financial Claims;

(t) Banco Leon, Bancredit Cayman and Bancredito Panama shall have received from the Debtors the sum of \$100,000 each as reimbursement of a portion of the fees and expenses incurred by them, from August 19, 2009 through the Confirmation Date, in connection with their having provided support and cooperation to the Debtors, including in connection with the Debtors' efforts to obtain confirmation of the Plan and consummation of each of the Bancredito Panama Settlement, the Bancredit Cayman Settlement and the Banco Leon Settlement pursuant to the terms set forth in the Confirmation Order;

(u) None of Banco Leon, Bancredit Cayman, Bancredito Panama, the Affiliated Creditors or the GFN Parties, nor any of their respective successors or assigns, shall have filed, given or obtained, nor assisted or caused any other Person in filing, giving or obtaining, any Opposition or Objection, which Opposition or Objection would have the effect of preventing delivery of Amzak Capital Management's Plan Distributions on account of their Allowed Unsecured Financial Claims;

(v) None of the Affiliated Creditors, the GFN Parties or Amzak Capital Management, nor any of their respective successors or assigns shall have filed, given or obtained, or assisted or caused any other Person in filing, giving nor obtaining, any Opposition or Objection, which Opposition or Objection would have the effect of preventing delivery of Banco Leon's Plan Distributions, Bancredito Panama's Plan Distributions or Bancredit Cayman's Plan Distributions on account of their Allowed Unsecured Financial Claims; and

(w) Such other conditions precedent to the Effective Date as set forth in the Confirmation Order.

10.3. Waiver of Conditions.

The Debtors, with the consent of the Ad Hoc Committee and Affiliated Creditors, may waive any one or more of the conditions set forth in Section 10.1 (other than the condition in paragraph (a) thereof) or Section 10.2 (other than the condition in paragraph (a) thereof) in a writing executed by each of them without notice or order of the Bankruptcy Court and without notice to any parties in interest, provided that, the waiver of the conditions set forth in (i) Section 10.1(b) shall also require the consent of Banco Leon, Bancredito Panama and Bancredit Cayman as to the rights granted each of Banco Leon, Bancredito Panama and Bancredit Cayman thereunder; (ii) Section 10.1(d) shall require the consent of Bancredit Cayman, and Sections 10.1 (e) and (f) shall require the consent of Banco Leon; (iii) Section 10.2(e), (h), (n), (q), (r), (t), (u) and (w) shall also require the consent of Banco Leon; (iv) Section 10.2(i), (r), (t), (u) and (w) shall

also require the consent of Bancredito Panama; (v) Sections 10.2(j), (k), (l), (q), (r), (t), (u) and (w) shall also require the consent of Bancredit Cayman; and (v) Section 10.2(p) shall also require the consent of the applicable professionals listed therein.

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

Subject to Section 10.5 of this Plan, if, notwithstanding Section 10.3 of this Plan, the Effective Date does not occur on or prior to the Effective Date Deadline, the Bankruptcy Court shall enter the Plan Revocation Order, and this Plan shall be null and void and nothing contained in this Plan shall: (a) constitute a waiver or release of any Claims against or Equity Interests in a Debtor; (b) prejudice in any manner the rights of the Debtors; or (c) constitute an admission, acknowledgement, offer or undertaking by the Debtors, the Ad Hoc Committee, each of the members of the Ad Hoc Committee, the Affiliated Creditors, the GFN Affiliates, Banco Leon, Bancredito Panama and/or Bancredit Cayman.

10.5. Effective Date Deadline and Plan Revocation Order

All conditions precedent to the occurrence of the Effective Date set forth in Section 10.2 of Plan must be satisfied, or shall have been waived in accordance with Section 10.3 of the Plan, on or before one hundred and eighty (180) days following the occurrence of the Confirmation Date (the “Effective Date Deadline”); provided, however, the Effective Date Deadline shall be automatically extended for a period of sixty (60) days from the then existing Effective Date Deadline, unless an objection to such extension is filed not less than ten (10) days prior to the expiration of any such Effective Date Deadline, in which event a hearing will be scheduled on not less than ten (10) days notice, to determine whether Effective Date Extension Cause exists for such extension. Notice of such hearing, along with a statement setting forth the basis for such objection shall be provided by the Person asserting such objection. Such notice shall be provided to the Persons identified in Section 14.6 of the Plan, the office of the United States Trustee for the Southern District of New York, the Debtors’ Master Service List (as defined in the Case Management Order entered in these Chapter 11 cases) and all parties that have, pursuant to Bankruptcy Rule 2002, formally appeared and requested service since the last Master Service List was filed with the Court. Any response to such objection must be filed not less than two (2) business days prior to the scheduled hearing (or such other time as shall be designated by the Bankruptcy court or agreed to by the Person asserting such objection) and the Effective Date Deadline shall be deemed extended pending the determination by the Bankruptcy Court of such objection. If no response is timely filed or the Bankruptcy Court does not find that Effective Date Extension Cause exists, the Court shall enter the Plan Revocation Order.

ARTICLE XI.

CERTAIN PLAN DISTRIBUTION PROCEDURES

11.1. Powers and Duties.

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

11.2. Plan Distributions.

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

11.3. Exculpation.

Except as otherwise provided in this Section 11.3, the Holding Company or the applicable Debtor, together with their respective officers, directors, employees, agents, and representatives, are hereby exculpated by all Persons, holders of Claims and Equity Interests, and all other parties in interest, from any and all Causes of Action, and other assertions of liability (including breach of fiduciary duty) arising out of the discharge of the powers and duties conferred upon the Holding Company or the applicable Debtor by this Plan, any Final Order of the Bankruptcy Court entered pursuant to or in the furtherance of this Plan, or applicable law, except solely for actions or omissions arising out of the willful misconduct or gross negligence of the Holding Company, the applicable Debtor or Holding Company's or the applicable Debtor's officers, directors, employees, agents, and/or representatives. For the avoidance of doubt, in the event the DGII or any other governmental authority challenges any of the transactions contemplated by Section 7.9 of the Plan, such challenge (whether or not successful in whole or in part), shall not constitute or be deemed to constitute or establish willful misconduct or gross negligence on the part of the Debtors, Holding Company, or their respective officers, directors, employees, agents, and representatives, and such Persons shall be entitled to the exculpation provided under this Section 11.3 to the full extent provided hereunder.

No holder of a Claim or an Equity Interest, or representative thereof, shall have or pursue any Claim or Cause of Action (a) against the Holding Company or the applicable Debtor or its officers, directors, employees, agents, and representatives for making payments or Plan Distributions in accordance with this Plan, or (b) against any holder of a Claim for receiving or retaining payments or transfers of assets as provided for by this Plan. Nothing contained in this Section 11.3 shall preclude or impair any holder of an Allowed Claim from bringing an action in the Bankruptcy Court against the Holding Company or the applicable Debtor to compel the making of Plan Distributions contemplated by this Plan on account of such Claim.

ARTICLE XII.

TREATMENT OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES

12.1. Executory Contracts and Unexpired Leases.

Pursuant to section 365 of the Bankruptcy Code, any executory contracts or unexpired leases of the Debtors which have not been previously assumed or rejected or are not subject to a motion to reject on or before the Effective Date shall be assumed by the Debtors on the Effective Date; provided, however, the Plan Support and Lock-Up Agreement, to the extent of the terms thereof that are not inconsistent with the Plan and the Confirmation Order, shall be assumed as of the Confirmation Date. Except as specifically set forth below, and subject to the express provisions of the Confirmation Order, nothing set forth in this Section 12.1 of the Plan shall prejudice the rights, if any, (i) of any of the Non-Debtor Professionals to seek allowance, payment or reimbursement of any fees and expenses, or (ii) of any Person to object thereto; provided, however, and notwithstanding anything to the contrary contained in the Plan Support and Lock Up Agreement, no such request or application shall be made or filed prior to the entry of a Plan Revocation Order, and in connection with any such request or application seeking allowance, payment or reimbursement by any of the Non Debtor Professionals, such Non Debtor Professionals shall not, and shall not be permitted to, rely in any way whatsoever upon the assumption of the Plan Support & Lock-Up Agreement, and such assumption shall not be considered as being relevant, in connection with any such applications or other requests made by any Non Debtor Professional to the Bankruptcy Court for the allowance, payment or reimbursement of any amounts, including with respect to unpaid fees and expenses (including that the Non Debtor Professionals may not assert, and shall not be entitled to a claim, that any unpaid fees and expenses constitute Administrative Claims as a consequence of assumption of the Plan Support & Lock-Up Agreement). Prior to the Effective Date, except as provided herein, the Debtors shall continue to fully perform under and comply with all terms and provisions of all executory contracts and unexpired leases which (i) have not been rejected or (ii) are not the subject of a motion to reject such executory contract or unexpired lease.

12.2. Assumption of Executory Contracts and Expired Leases.

Except as otherwise provided in Section 12.3 herein, or in any contract, instrument, lease, release, indenture, or other agreement or document entered into in connection with this Plan, as of the Effective Date, each Debtor shall be deemed to have assumed each executory contract and unexpired lease to which it is a party, unless such contract or lease (i) was previously assumed or

rejected by a Debtor, (ii) previously expired or terminated pursuant to its own terms, or (iii) is the subject of a motion to reject filed on or before the Confirmation Date. The Confirmation Order shall constitute an order of the Bankruptcy Court under sections 365 and 1123(b) of the Bankruptcy Code approving the contract and lease assumptions or rejections described above, as of the Effective Date.

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

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

12.3. Rejection of Executory Contracts and Unexpired Leases.

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

12.4. Claims Arising from Rejection or Termination.

Claims created by the rejection of executory contracts or unexpired leases or the expiration or termination of any executory contract or unexpired lease prior to the Confirmation Date must be filed with the Bankruptcy Court and served on the Debtors (a) in the case of an executory contract or unexpired lease rejected by the Debtors prior to, or subject to a motion for authority to reject filed prior to, the Confirmation Date, or (b) in the case of an executory contract or unexpired lease that (i) was terminated or expired by its terms prior to the Confirmation Date, or (ii) is rejected pursuant to Section 12.3, except to the extent such claims are satisfied by

treatment under this Plan as set forth in Section 12.3, no later than thirty (30) days after the Confirmation Date. **Any such Claims for which a proof of Claim is not filed and served within such time will be forever barred from assertion and shall not be enforceable against the Debtors, their Estates, Assets, properties, or interests in property, or against the property of a third party that receives payment of such Claim.** Unless otherwise ordered by the Bankruptcy Court, all such Claims that are timely filed as provided herein shall be treated as General Unsecured Claims under this Plan subject to objection by the Debtors.

ARTICLE XIII.

RETENTION OF JURISDICTION

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

(a) To hear and determine any and all motions or applications pending on the Confirmation Date or thereafter brought in accordance with Article XII hereof for the assumption and/or assignment or rejection of executory contracts or unexpired leases to which any of the Debtors is a party or with respect to which any of the Debtors may be liable, and to hear and determine any and all Claims and any related disputes (including, the exercise or enforcement of setoff or recoupment rights, or rights against any third party or the property of any third party resulting therefrom or from the expiration, termination or liquidation of any executory contract or unexpired lease);

(b) To determine any and all adversary proceedings, applications, motions, and contested or litigated matters that may be pending on the Effective Date or that, pursuant to this Plan, may be instituted by the Holding Company or the applicable Debtor or Reorganized Debtors after the Effective Date;

(c) To hear and determine any objections to the allowance of Claims, whether filed, asserted, or made before or after the Effective Date, including, without express or implied limitation, to hear and determine any objections to the classification of any Claim and to allow, disallow or estimate any Contested Claim in whole or in part;

(d) To hear and determine any request seeking to allow any Adjudicated Class 6 Disputed Claim as an Allowed Class 6 Unsecured Financial Claim.

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

(f) To consider any modifications of this Plan, remedy any defect or omission, or reconcile any inconsistency in any order of the Bankruptcy Court, including, the Confirmation Order;

(g) To hear and determine all matters in any way relating to the payment of fees and expenses to be paid pursuant to the Plan, including all Fee Applications and

applications for allowances of compensation and reimbursement of any other fees and expenses authorized to be paid or reimbursed under this Plan, the Bankruptcy Code or any Bankruptcy Court Order;

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

(i) To hear and determine all controversies, suits, and disputes that may relate to, impact upon, or arise in connection with the Banco Leon Settlement, the Bancredito Panama Settlement and the Bancredit Cayman Settlement.

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

(k) To the extent that Bankruptcy Court approval is required, to consider and act on the compromise and settlement of any Claim, including any Disputed Unsecured Financial Claim, or Cause of Action by, on behalf of, or against the Estates;

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

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

(n) To hear and determine all controversies, suits, and disputes that may relate to, impact upon, or arise in connection with any setoff and/or recoupment rights of the Debtors or any Person asserting such rights against the Debtors or Reorganized Debtors;

(o) To hear and determine all controversies, suits, and disputes that may relate to, impact upon, or arise in connection with Causes of Action of the Debtors (including Avoidance Actions) commenced by the Holding Company, the applicable Debtor or Debtors, or Reorganized Debtor or Reorganized Debtors, as applicable before or after the Effective Date;

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

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

(r) To issue injunctions, enter and implement other orders or take such other actions as may be necessary or appropriate to restrain interference by any Person with

consummation, implementation or enforcement of this Plan or the Confirmation Order;
and

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

ARTICLE XIV.

MISCELLANEOUS PROVISIONS

14.1. Payment of Statutory Fees.

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

14.2. Satisfaction of Claims.

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

14.3. Third Party Agreements; Subordination.

Except as otherwise provided in Sections 7.22 and 7.24 herein, the Plan Distributions to the various classes of Claims hereunder shall not affect the right of any Person to levy, garnish, attach, or employ any other legal process with respect to such Plan Distributions by reason of any claimed subordination rights or otherwise. All of such rights and any agreements relating thereto shall remain in full force and effect. The right of the Debtors to seek subordination of any Claim pursuant to section 510 of the Bankruptcy Code, with the exception of the Banco Leon Allowed Claim, is fully reserved, and the treatment afforded any Claim that becomes subordinated at any time shall be modified to reflect such subordination.

14.4. Exculpation.

None of the Debtors, or any of their respective, members, officers, directors, employees, agents, representatives, advisors, attorneys, successors and assigns shall be liable for any Cause of Action arising in connection with or out of the administration of the Chapter 11 Cases, pursuit of confirmation of this Plan, the consummation of this Plan, or the administration of this Plan or the property to be distributed under this Plan, except for gross negligence or willful misconduct as determined by Final Order, and in all respects shall be entitled to rely upon the advice of counsel and all information provided by other exculpated persons herein without any duty to investigate the veracity or accuracy of such information with respect to their duties and responsibilities under this Plan; provided, however, nothing in the Plan shall, from and after the Effective Date, limit the liability of the Debtors' professionals to their respective clients pursuant to N.Y. Comp. Codes R. & Regs Title 22, Section 1200.8, Rule 1.8(H)(1) (2009) to the extent applicable to such professionals.

All obligations of the Debtors to indemnify and hold harmless their respective current and former directors, officers and employees, whether arising under the Debtors' constituent documents, contract, law or equity, shall be assumed by the Debtors upon the occurrence of the Effective Date with the same effect as though such obligations constituted executory contracts that are assumed under section 365 of the Bankruptcy Code, and all such obligations shall be fully enforceable on their terms from and after the Effective Date, provided, however, Mr. Pellerano shall, subject to the occurrence of the Effective Date, be deemed to waive his right, if any, under this Section 14.4 with respect to, but only with respect to, any cost or expense incurred by, or liability assessed against Mr. Pellerano in connection with, the Bancredit Cayman Statement of Claim, and, to the extent applicable, shall be deemed to have waived any such rights asserted in his proofs of claims filed against the Debtors.

14.5. Discharge of Liabilities.

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

14.6. Notices.

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

Tricom, S.A., Tricom USA, or TCN
Attention: Héctor Castro Noboa, President
Avenida Lope de Vega, No. 95
Santo Domingo, Republica Dominicana

Telephone: (809) 476-4500
Facsimile: (809) 476-6700

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

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

Counsel for the Affiliated Creditors
White & Case LLP
200 South Biscayne Boulevard
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Amzak Capital Management, LLC
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mikek@amzak.com

14.7. Headings.

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

14.8. Governing Law.

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

14.9. Expedited Determination.

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

14.10. Exemption from Transfer Taxes.

Pursuant to section 1146(a) of the Bankruptcy Code, the issuance, transfer, or exchange of notes or equity securities under this Plan, the creation of any mortgage, deed of trust, lien, pledge, or other security interest, the making or assignment of any lease or sublease, or the making or delivery of any deed or other instrument of transfer under, in furtherance of, or in connection with this Plan, shall not be subject to any stamp, real estate transfer, mortgage recording, or other similar tax. All sale transactions, if any, consummated by the Debtors and approved by the Bankruptcy Court on and after the Petition Date through and including the Effective Date, including, the transfers effectuated under this Plan, the sale by the Debtors of owned property pursuant to section 363(b) of the Bankruptcy Code, and the assumption, assignment and sale by

the Debtors of unexpired leases of non-residential real property pursuant to section 365(a) of the Bankruptcy Code, will be deemed to have been made under, in furtherance of, or in connection with this Plan and, thus, will not be subject to any stamp, real estate transfer, mortgage recording or other similar tax.

14.11. Retiree Benefits.

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

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

Promptly upon entry of the Confirmation Order, the Debtors shall publish as directed by the Bankruptcy Court and serve on all known parties in interest and holders of Claims and Equity Interests, notice of the entry of the Confirmation Order and all relevant deadlines and dates under this Plan, including, but not limited to, the deadline for filing notice of Administrative Claims (Section 5.2), and the deadline for filing rejection damage Claims (Section 12.4).

14.13. Interest and Attorneys' Fees.

Post-petition interest will accrue and be paid on Claims only to the extent specifically provided for in this Plan, the Confirmation Order or as otherwise required by the Bankruptcy Court or by applicable law. No award or reimbursement of attorneys' fees or related expenses or disbursements shall be allowed on, or in connection with, any Claim. The foregoing shall not be construed to limit (i) Banco Leon's right, if any, to reimbursement of legal fees and expenses to the extent provided for under Section 7.22 and Exhibit D hereto, (ii) Bancredito Panama's right, if any to reimbursement of legal fees and expenses to the extent provided for in the Bancredito Panama Settlement Agreement, (iii) Bancredit Cayman's right, if any, to reimbursement of legal fees and expenses to the extent provided for in the Bancredit Cayman Settlement, or (iv) the Ad Hoc Committee's and Affiliated Creditors' right to receive reimbursement of fees and expenses for their respective legal and financial advisors pursuant to the Plan Support and Lock-Up Agreement.

14.14. Modification of this Plan.

As provided in section 1127 of the Bankruptcy Code, modification of this Plan may be proposed in writing by the Debtors at any time before confirmation, following consultation with the Ad Hoc Committee, the Affiliated Creditors, and Banco Leon provided that this Plan, as modified, meets the requirements of sections 1122 and 1123 of the Bankruptcy Code, and the Debtors shall have complied with section 1125 of the Bankruptcy Code. The Debtors may modify this Plan at any time after the Confirmation Date and before substantial consummation, provided that this Plan, as modified, meets the requirements of sections 1122 and 1123 of the Bankruptcy Code and the Bankruptcy Court, after notice and a hearing, confirms this Plan as modified, under section 1129 of the Bankruptcy Code, and the circumstances warrant such modifications. A holder of a Claim that has accepted this Plan shall be deemed to have accepted such Plan as

modified if the proposed alteration, amendment, or modification does not materially and adversely change the treatment of the Claim or Equity Interest of such holder.

14.15. Revocation of Plan.

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

14.16. Setoff Rights.

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

14.17. Compliance with Tax Requirements.

In connection with this Plan, the Debtors and the Holding Company or the applicable Debtor, as applicable, shall comply with all withholding and reporting requirements imposed by federal, state, local, and foreign taxing authorities and all Plan Distributions hereunder shall be subject to such withholding and reporting requirements. Notwithstanding the above, each holder of an Allowed Claim that is to receive a Plan Distribution under this Plan shall have the sole and exclusive responsibility for the satisfaction and payment of any tax obligations imposed by any government unit, including income, withholding, and other tax obligations, on account of such Plan Distribution. The Holding Company or the applicable Debtor has the right, but not the obligation, to not make a Plan Distribution until such holder has made arrangements satisfactory to the Holding Company or the applicable Debtor for payment of any such tax obligations.

14.18. Recognition of Guaranty Rights.

The classification and manner of satisfying all Claims under this Plan take into consideration (a) the existence of guarantees by the Debtors of obligations of other Persons, and (b) the fact that the Debtors may be joint obligors with other Persons with respect to an obligation. All Claims against the Debtors based upon any such guarantees or joint obligations shall be discharged in the manner provided in this Plan; provided, that no creditor shall be entitled to receive more than one recovery with respect to any of such creditor's Allowed Claims.

14.19. Compliance with All Applicable Laws.

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

14.20. Injunctions.

On the Effective Date and except as otherwise provided herein, including, Section 7.24 hereof, all Persons who have been, are, or may be holders of Claims against or Equity Interests in the Debtors shall be permanently enjoined from taking any of the following actions against or affecting the Debtors, the Estates, the Assets, or the Holding Company, the applicable Debtor, or Reorganized Debtor or any of their respective directors, officers, employees, agents, members, shareholders and professionals, successors and assigns or their respective assets and property with respect to such Claims or Equity Interests (other than actions brought to enforce any rights or obligations under this Plan):

- (a) commencing, conducting or continuing in any manner, directly or indirectly, any suit, action or other proceeding of any kind (including, all suits, actions, and proceedings that are pending as of the Effective Date, which must be withdrawn or dismissed with prejudice);
- (b) enforcing, levying, attaching, collecting or otherwise recovering by any manner or means, whether directly or indirectly, any judgment, award, decree or order;
- (c) creating, perfecting or otherwise enforcing in any manner, directly or indirectly, any encumbrance; and
- (d) asserting any setoff, right of subrogation or recoupment of any kind; provided, that any defenses, offsets or counterclaims which the Debtors may have or assert in respect of the above referenced Claims are fully preserved in accordance with Section 14.16.

14.21. Binding Effect.

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

14.22. Severability.

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

Dated: October 14, 2009

Respectfully submitted,

Tricom, S.A.

By: s/Hector Castro Noboa
Name: Héctor Castro Noboa
Title: President

TCN Dominicana, S.A.

By: s/Hector Castro Noboa
Name: Héctor Castro Noboa
Title: President

Tricom USA, Inc.

By: s/Hector Castro Noboa
Name: Héctor Castro Noboa
Title: President

EXHIBIT A

GFN PARTIES' CONSENT

[TO BE FILED]

EXHIBIT B

SCHEDULE OF UNSECURED FINANCIAL CLAIMS

[TO BE FILED]

EXHIBIT C

EXIT FINANCING TERM SHEET

[TO BE FILED]

EXHIBIT D

**ADDITIONAL BANCO LEON
SETTLEMENT TERMS AND CONDITIONS**

[TO BE FILED]

EXHIBIT E

BANCREDITO PANAMA SETTLEMENT

[TO BE FILED]

EXHIBIT F

BANCREDIT CAYMAN SETTLEMENT

[TO BE FILED]