SECURITIES AND EXCHANGE COMMISSION

FORM T-3

Initial application for qualification of trust indentures

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FILER

MIG, INC.

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UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM T-3

FOR APPLICATIONS FOR QUALIFICATION OF INDENTURES UNDER THE TRUST INDENTURE ACT OF 1939

MIG, Inc.

(Name of applicant)

5960 Fairview Road, Suite 400,
Charlotte, NC 28210

(Address of principal executive offices)

Securities to be Issued Under the Indenture to be Qualified

Notes	TBD
Title of Class	Amount

Approximate date of proposed public offering: August 27, 2010

Name and address of agent for service: Natasha Alexeeva, MIG, Inc., 5960 Fairview Road, Suite 400, Charlotte, NC 28210

The Applicant hereby amends this application for qualification on such date or dates as may be necessary to delay its effectiveness until (i) the 20th day after the filing of a further amendment which specifically states that it shall supersede this amendment, or (ii) such date as the Securities and Exchange Commission, acting pursuant to Section 307(c) of the Act, may determine upon the written request of the Applicant.

GENERAL

1. General Information. Furnish the following information as to the applicant:

(a) Form of organization. A Corporation

(b) State or other sovereign power under the laws of which organized. Delaware

Instruction–Item 1(a). Only a statement as to the legal form of organization is required, such as, "A corporation," "An unincorporated association," "A common law trust," or other appropriate statement.

2. Securities Act exemption applicable. State briefly the facts relied upon by the applicant as a basis for the claim that registration of the indenture securities under the Securities Act of 1933 is not required.

The indenture securities are being issued pursuant to a plan of reorganization under Chapter 11 of the United States Bankruptcy Code. The Applicant is relying upon the exemption from registration under the Securities Act of 1933 in accordance with Section 3(a)(9) thereof. No sales of the securities are expected to be made by the applicant or by or through an underwriter. The indenture securities are proposed to be issued pursuant to the Joint Second Amended Chapter 11 Plan of Reorganization for MIG, Inc. (the "**Plan**") to Holders of Allowed Class 5 Claims (as defined in the Plan) upon confirmation of the Plan in addition to cash and other consideration being received by such holders as described in Article VI, Section B(2)(e) (Pgs. 32-33) of the Second Amended Disclosure Statement With Respect to the Joint Second Amended Chapter 11 Plan of Reorganization for MIG, Inc., dated August 19, 2010 (the "**Disclosure Statement**"), a copy of which is attached hereto and incorporated herein by reference as **Exhibit T3E.**

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Instructions–Item 2.

1. If the exemption provided by section 3(a)(9) of the Securities Act of 1933 is being claimed by the applicant, there should be included information as to whether there have been or are to be any sales of securities of the same class by the applicant or by or through an underwriter at or about the same time as the transaction for which the exemption is claimed and a statement as to any consideration which has been or is to be given, directly or indirectly, to any person in connection with the transaction and the nature of any services rendered or to be rendered, directly or indirectly, for such consideration. A statement should also be included as to the nature of any cash payment made or to be made by any holder of the outstanding securities.
2. If the exemption provided by section 3(a)(10) of the Securities Act of 1933 is being claimed by the applicant, a brief statement should be given as to the terms and conditions of issuance of the securities to be issued under the indenture to be qualified, including the basis of exchange of any such securities offered or to be offered for a consideration other than cash only. The court or other state, territorial or federal authority approving such terms and conditions should be clearly identified and in the case of an authority other than a court, the statutory provisions concerning the power to grant such approval should be cited. A brief statement should also be

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given as to the manner in which notice of a right to appear at the hearing on the fairness of the plan before such court or other authority has been or will be given to, all persons to whom it is proposed to issue securities in such exchange.

AFFILIATIONS

3. Affiliates. Furnish a list or diagram of all affiliates of the applicant and indicate the respective percentages of voting securities or other bases of control.

See Article IV, Section I. "Restructuring Transactions" (Pg. 58) of the Disclosure Statement, which is incorporated herein by reference**.**

Instructions−Item 3.

1. Attention is directed to the definition of the term "affiliate" in Reg. §260.0-2 of the General Rules and Regulations under the Act. The term "voting security" is defined in section 303(16) of the Act. See also Rule 7a-26.
2. If the indenture securities are to be issued in connection with, or pursuant to, a plan of acquisition, succession or reorganization, the information shall also be given, so far as practicable, as of the status to exist upon consummation of the plan.
3. The list or diagram shall be so prepared as to show clearly the relationship of each affiliate to the applicant and to the other affiliates named.
4. The name of any foreign affiliate, other than a parent, may be omitted if disclosure would be detrimental to the applicant. The Commission may, in its discretion, call for justification that such disclosure would be detrimental. The number of such affiliates omitted pursuant to this instruction should be stated.

MANAGEMENT AND CONTROL

4. Directors and executive officers. List the names and complete mailing addresses of all directors and executive officers of the applicant and all persons chosen to become directors or executive officers. Indicate all offices with the applicant held or to be held by each person named.

Name	Address	Office

Instruction−Item 4. Attention is directed to the definition of the terms "director" and "executive officer" in sections 303(5) and 303(6) of the Act.

See Article IV, Section A. "Overview of Debtor' s Corporate History and Management" (Pgs. 11-12) of the Disclosure Statement for a list of the Applicant' s Directors and Executive Officers, incorporated herein by reference.

5. Principal owners of voting securities. Furnish the following information as to each person owning 10 percent or more of the voting securities of the applicant.

As of August 26, 2010, CaucusCom Ventures L.P., a British Virgin Islands limited partnership, owns 100% of the Common Stock of the Applicant.

CAUCUSCOM VENTURES
C/O SUN CAPITAL PARTNERS
54 BAKER STREET
LONDON, W1U 7BU

Col. A Name and Complete Mailing Address	Col. B Title of Class Owned	Col. C Amount Owned	Col. D Percentage of Voting Securities Owned

Instructions − Item 5.

1. If the indenture securities are to be issued in connection with, or pursuant to a plan of acquisition, succession or reorganization, the information shall also be given, so far as practicable, as of the status to exist upon consummation of the plan on the basis of present holdings and commitments.
2. The amount to be set forth in column C as to each person named in column A shall include all securities owned by each such person regardless of the type of ownership. For example, there shall be included (a) the amount owned of record, whether owned beneficially or otherwise, and (b) the amount owned beneficially or otherwise but not of record.

UNDERWRITERS

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6. Underwriters. Give the name and complete mailing address of (a) each person who within three years prior to the date of filing the application, acted as an underwriter of any securities of the obligor which were outstanding on the date of filing the application, and (b) each proposed principal underwriter of the securities proposed to be offered. As to each person specified in (a), give the title of each class of securities underwritten. N/A

Instruction–Item 6. See Section 303(4) of the Act for the definition of the term "underwriter." The term "principal underwriter," as used in this item, means an underwriter in privity of contract with the issuer of the securities as to which he is an underwriter.

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CAPITAL SECURITIES

7. **Capitalization.**

(a) Furnish the following information as to each authorized class of securities of the applicant.

See Article VI, Section B(2)(f) "Class 6: Common Equity Interests" (Pg. 33) of the Disclosure Statement; Article VI, Section (D)(4) "Summary Description of New Warrants" (Pg. 43) of the Disclosure Statement; and the Pro Forma Financial Projections attached as Exhibit B to the Disclosure Statement for a description of the Applicant' s Capitalization as of the confirmation of the Debtor' s Plan, each of which is incorporated herein by reference.

Col. A Title of Class	Col. B Amount Authorized	Col. C Amount Outstanding

(b) Give a brief outline of the voting rights of each class of voting securities referred to in paragraph (a) above.

Instructions–Item 7(a).

1. As used in this item, the term "securities" includes only such securities as are generally known as corporate securities, but does not include any note or other evidence of indebtedness issued to evidence an obligation to repay monies lent to a person by one or more banks, trust companies, or banking firms, or any certificate of interest or participation in any such note or evidence of indebtedness.
2. In the case of funded debt, the term "authorized" means authorized by the indenture. Guarantees, warrants, and rights shall not be included in the table, but correlative information as to such securities, if any, shall be set forth in a note to the table. Include as to warrants a brief indication of the date and price at which exercisable, and if variable, a brief explanation of the possible variations.
3. Indicate by notes any material changes since the date of the table.

INDENTURE SECURITIES

8. Analysis of indenture provisions. Insert at this point the analysis of indenture provisions required under section 305(a)(2) of the Act.

An analysis of the indenture provisions is contained in Article VI, Section (D)(1) "Summary Description of New MIG Notes Indenture and the Notes" (Pgs. 37-42) of the Disclosure Statement and Exhibit T3F, each of which is incorporated herein by reference.

Instruction − Item 8. What is required is such information as will reasonably inform the investor from an investment standpoint and not from the standpoint of obtaining a full and complete legal description in regard to the matters specified. The analysis should be expressed in condensed or summarized form.

9. Other obligors. Give the name and complete mailing address of any person, other than the applicant, who is an obligor upon the indenture securities.

As set forth in Article VI, Section (D)(1) (Pages 37-42) of the Disclosure Statement, it is expected that ITC Cellular LLC will be a co-obligor upon the indenture securities.

Contents of application for qualification. This application for qualification comprises −

(a) Pages numbered 1 to 5, consecutively.

(b) The statement of eligibility and qualification of each trustee under the indenture to be qualified.

(c) The following exhibits in addition to those filed as a part of the statement of eligibility and qualification of each trustee.

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SIGNATURE

Pursuant to the requirements of the Trust Indenture Act of 1939, the applicant, MIG, Inc., a corporation organized and existing under the laws of Delaware, has duly caused this application to be signed on its behalf by the undersigned, thereunto duly authorized, and its seal to be hereunto affixed and attested, all in the city of Wilmington, and State of Delaware, on the 27th day of August, 2010.

(SEAL)

MIG, Inc.

By /s/ Peter Nagle
(Name)

CFO
(Title)

Attest: ______________________

By ______________________
(Name)

____
(Title)

Instruction as to signature. The name of each person signing the statement shall be typed or printed beneath the signature. If the applicant is not a corporation, the necessary changes in the signature shall be made.

GENERAL INSTRUCTIONS

1. Rule as to the Use of Form T-3.

Form T-3 shall be used for applications for qualifications of indentures pursuant to section 307(a) of the Trust Indenture Act of 1939,

2. Application of General Rules and Regulations.

The General Rules and Regulations under the Trust Indenture Act of 1939 are applicable applications for qualification on this form. Attention is particularly directed to Rules 0-1 and 0-2 as to the meaning of terms used in the rules and regulations. Attention is also directed to Rule 5a-3 regarding the filing of statements of eligibility and qualification and to Rule 7a-16 regarding the inclusion of items, the differentiation between items and answers, and the omission of instructions.

3. The items and instructions require information only as to the applicant, unless the context clearly shows otherwise.

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INSTRUCTIONS AS TO EXHIBITS

Subject to Rule T-7A-29 permitting incorporation of exhibits by reference, the following exhibits are to be filed as a part of the application for qualification:

Exhibit T3A. A copy of the charter as now in effect or, if the applicant is not a corporation, a copy of the correlative instruments of organization.

Exhibit T3B. A copy of the existing bylaws or instruments corresponding thereto.

Exhibit T3C. A copy of the indenture to be qualified. The indenture shall include, or be accompanied by, a reasonably itemized table of contents showing the articles, sections and subsections or other divisions of the indenture, together with the subject matter thereof and the pages on which they appear.

Exhibit T3D. If the exemption provided by section 3(a)(10) of the Securities Act of 1933 is being claimed by the applicant, a copy of the findings or opinion of the court or other authority referred to in item 2. If not a part of such opinion or findings, a copy of the formal order of such court or other authority approving such terms and conditions. [Not applicable].

Exhibit T3E. A copy of every prospectus, notice, circular, letter, or other written communication which is to be sent or given to security holders in connection with the issuance or distribution of the indenture securities. Copies of replies to inquiries from security holders, however, need not be filed.

Exhibit T3F. A cross reference sheet showing the location in the indenture of the provisions inserted therein pursuant to Section 310 through 3I8(a), inclusive, of the Act.

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RESTATED CERTIFICATE OF INCORPORATION
OF
METROMEDIA INTERNATIONAL GROUP, INC.

FIRST: The name of the corporation is METROMEDIA INTERNATIONAL GROUP, INC. (the "Corporation").

SECOND: The address of the Corporation' s registered office is 32 Loockerman Square, Suite L-100, City of Dover, County of Kent, State of Delaware; and its registered agent at such address is The Prentice-Hall Corporation System, Inc.

THIRD: The purpose of the Corporation is to engage in, carry on and conduct any lawful act or activity for which corporations may be organized under the Delaware General Corporation Law.

FOURTH: The total number of shares of stock that the Corporation shall have authority to issue is 180,000,000, divided as follows: 70,000,000 shares of Preferred Stock, of the par value of $1.00 per share (the "Preferred Stock") and 110,000,000 shares of Common Stock, of the par value of $1.00 per share (the "Common Stock").

The designation, relative rights, preferences and limitations of the shares of each class are as follows:

4.1 Preferred Stock. The shares of Preferred Stock may be issued from time to time in one or more series of any number of shares, provided that the aggregate number of shares issued and not cancelled of any and all such series shall not exceed the total number of shares of Preferred Stock hereinabove authorized, and with such powers, preferences and rights and qualifications, limitations or restrictions thereof, and such distinctive serial designations, all as shall hereafter be stated and expressed in the resolution or resolutions providing for the issue of such shares of Preferred Stock from time to time adopted by the Board of Directors pursuant to authority so to do which is hereby vested in the Board of Directors. Each series of shares of Preferred Stock (a) may have such voting rights or powers, full or limited, or may be without voting rights or powers; (b) may be subject to redemption at such time or times and at such prices; (c) may be entitled to receive dividends (which may be cumulative or non-cumulative) at such rate or rates, on such conditions and at such times, and payable in preference to, or in such relation to, the dividends payable on any other class or classes or series of stock; (d) may have such rights upon the voluntary or involuntary liquidation, winding up or dissolution of, or upon any distribution of the assets of, the Corporation; (e) may be made convertible into or exchangeable for, shares of any other class or classes or of any other series of the same or any other class or classes of stock of the Corporation at such price or prices or at such rates of exchange and with such adjustments; (f) may be entitled to the benefit of a sinking fund to be applied to the purchase or redemption of shares of such series in such amount or amounts; (g) may be entitled to the benefit of conditions and restrictions upon the creation of indebtedness of the Corporation or any subsidiary, upon the issue of any additional shares (including additional shares of such series or of any other series) and upon the payment of dividends or the making of other distributions on, and the purchase, redemption or other acquisition by the Corporation or any subsidiary of, any outstanding shares of the Corporation and (h) may have such other relative, participating, optional or other special rights, qualifications, limitations or restrictions thereof; all as shall be stated in said resolution or resolutions providing for the issue of such shares of Preferred Stock. Shares of Preferred Stock of any series that have been redeemed (whether through the operation of a sinking fund or other wise) or that if convertible or exchangeable, have been converted into or exchanged for shares of any other class or classes shall have the status of authorized and unissued shares of Preferred Stock undesignated as to series and may be reissued as a part of the series of which they were originally a part or as part of a new series of shares of Preferred Stock to be created by resolution or resolutions of the Board of Directors or as part of any other series of shares of Preferred Stock, all subject to the conditions or restrictions on issuance set forth in the resolution or resolutions adopted by the Board of Directors providing for the issue of any series of shares of Preferred Stock.

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4.2 Common Stock. Subject to the provisions of any applicable law or of the By-laws of the Corporation, as from time to time amended, with respect to the closing of the transfer books or the fixing of a record date for the determination of stockholders entitled to vote and except as otherwise provided by law or by the resolution or resolutions providing for the issue of any series of shares of Preferred Stock, the holders of outstanding shares of Common Stock shall exclusively possess voting power for the election of directors and for all other purposes, each holder of record of shares of Common Stock being entitled to one vote for each share of Common Stock standing in his or her name on the books of the Corporation. Except as otherwise provided by the resolution or resolutions providing for the issue of any series of shares of Preferred Stock, the holders of shares of Common Stock shall be entitled, to the exclusion of the holders of shares of Preferred Stock of any and all series, to receive such dividends as from time to time may be declared by the Board of Directors. In the event of any liquidation, dissolution or winding up of the Corporation, whether voluntary or involuntary, after payment shall have been made to the holders of shares of Preferred Stock of the full amount to which they shall be entitled pursuant to the resolution or resolutions providing for the issue of any series of shares of Preferred Stock, the holders of shares of Common Stock shall be entitled, to the exclusion of the holders of shares of Preferred Stock of any and all series, to share, ratably according to the number of shares of Common Stock held by them, in all remaining assets of the Corporation available for distribution to its stockholders.

4.3 Subject to the provisions of this Certificate of Incorporation and except as otherwise provided by law, the stock of the Corporation, regardless of class, may be issued for such consideration and for such corporate purposes as the Board of Directors may from time to time determine.

FIFTH: Members of the Board of Directors may be elected either by written ballot or by voice vote.

SIXTH: Whenever a compromise or arrangement is proposed between this Corporation and its creditors or any class of them and/or between this Corporation and its stock holders or any class of them, any court of equitable juris diction within the State of Delaware may, on the application in a summary way of this Corporation or of any creditor or stockholder thereof or on the application of any receiver or receivers appointed for this Corporation under the provisions of Section 291 of Title 8 of the Delaware Code or on the application of trustees in dissolution or of any receiver or receivers appointed for this Corporation under the provisions of Section 279 of Title 8 of the Delaware Code order a meeting of the creditors or class of creditors, and/or of the stockholders or class of stockholders of this Corporation, as the case may be, to be summoned in such manner as the said court directs. If a majority in number representing three-fourths in value of the creditors or class of creditors, and/or of the stockholders or class of stock holders of this Corporation, as the case may be, agree to any compromise or arrangement and to any reorganization of this Corporation as a consequence of such compromise or arrangement, the said compromise or arrangement and the said reorganization shall, if sanctioned by the court to which the said application has been made, be binding on all the creditors or class of creditors, and/or on all stockholders or class of stockholders of this Corporation, as the case may be, and also on this Corporation.

SEVENTH: No director of the Corporation shall be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except for liability (a) for any breach of the director' s duty of loyalty to the Corporation or its stockholders, (b) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (c) under Section 174 of the Delaware General Corporation Law or (d) for any transaction from which the director derived any improper personal benefits. If the Delaware General Corporation Law is hereafter amended to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of the Corporation shall be eliminated or limited to the fullest extent permitted by the Delaware General Corporation Law, as so amended.

Any repeal or modification of the foregoing para graph by the stockholders of the Corporation shall not adversely affect any right or protection of a director of the Corporation existing at the time of such repeal or modification.

EIGHTH: (a) To the extent not prohibited by law, the Corporation shall indemnify any person who is or was made, or threatened to be made, a party to any threatened, pending or completed action, suit or

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proceeding (a "Proceeding"), whether civil, criminal, administrative or investigative, including, without limitation, an action by or in the right of the Corporation to procure a judgment in its favor, by reason of the fact that such person, or a per son of whom such person is the legal representative, is or was a director or officer of the Corporation, or is or was serving in any capacity at the request of the Corporation for any other corporation, partnership, joint venture, trust, employee benefit plan or other enterprise (an "Other Entity"), against judgments, fines, penalties, excise taxes, amounts paid in settlement and costs, charges and expenses (including attorneys' fees and disbursements). Persons who are not directors or officers of the Corporation may be similarly indemnified in respect of service to the Corporation or to an Other Entity at the request of the Corporation to the extent the Board at any time specifies that such per sons are entitled to the benefits of this Article EIGHTH.

(b) The Corporation shall, from time to time, reimburse or advance to any director or officer or other person entitled to indemnification hereunder the funds necessary for payment of expenses, including attorneys' fees and disbursements, incurred in connection with any Proceeding, in advance of the final disposition of such Proceeding; provided, however, that, if required by the Delaware General Corporation Law, such expenses incurred by or on behalf of any director or officer or other person may be paid in advance of the final disposition of a Proceeding only upon receipt by the Corporation of an undertaking, by or on behalf of such director or officer (or other person indemnified hereunder), to repay any such amount so advanced if it shall ultimately be determined by final judicial decision from which there is no further right of appeal that such director, officer or other person is not entitled to be indemnified for such expenses.

(c) The rights to indemnification and reimbursement or advancement of expenses provided by, or granted pursuant to, this Article EIGHTH shall not be deemed exclusive of any other rights to which a person seeking indemnification or reimbursement or advancement of expenses may have or hereafter be entitled under any statute, this Certificate of Incorporation, the By-laws of the Corporation (the "By-laws"), any agreement, any vote of stockholders or disinterested directors or otherwise, both as to action in his or her official capacity and as to action in another capacity while holding such office.

(d) The rights to indemnification and reimbursement or advancement of expenses provided by, or granted pursuant to, this Article EIGHTH shall continue as to a per son who has ceased to be a director or officer (or other person indemnified hereunder) and shall inure to the benefit of the executors, administrators, legatees and distributees of such person.

(e) The Corporation shall have power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of an Other Entity, against any liability asserted against such person and incurred by such person in any such capacity, or arising out of such person' s status as such, whether or not the Corporation would have the power to indemnify such person against such liability under the provisions of this Article EIGHTH, the By-laws or under Section 145 of the Delaware General Corporation Law or any other provision of law.

(f) The provisions of this Article EIGHTH shall be a contract between the Corporation, on the one hand, and each director and officer who serves in such capacity at any time while this Article EIGHTH is in effect and any other person indemnified hereunder, on the other hand, pursuant to which the Corporation and each such director, officer, or other person intend to be legally bound. No repeal or modification of this Article EIGHTH shall affect any rights or obligations with respect to any state of facts then or theretofore existing or thereafter arising or any proceeding theretofore or thereafter brought or threatened based in whole or in part upon any such state of facts.

(g) The rights to indemnification and reimbursement or advancement of expenses provided by, or granted pursuant to, this Article EIGHTH shall be enforceable by any person entitled to such indemnification or reimbursement or advancement of expenses in any court of competent jurisdiction. The burden of proving that such indemnification or reimbursement or advancement of expenses is not appropriate shall be on the Corporation. Neither the failure of the Corporation (including its Board of Directors, its independent legal counsel and its stockholders) to have made a determination prior to the commencement of such action that such indemnification or reimbursement or advancement of expenses is proper in the circumstances nor an

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actual determination by the Corporation (including its Board of Directors, its independent legal counsel and its stockholders) that such person is not entitled to such indemnification or reimbursement or advancement of expenses shall constitute a defense to the action or create a presumption that such per son is not so entitled. Such a person shall also be indemnified for any expenses incurred in connection with successfully establishing his or her right to such indemnification or reimbursement or advancement of expenses, in whole or in part, in any such proceeding.

(h) Any director or officer of the Corporation serving in any capacity (i) another corporation of which a majority of the shares entitled to vote in the election of its directors is held, directly or indirectly, by the Corporation or (ii) any employee benefit plan of the Corporation or any corporation referred to in clause (i) shall be deemed to be doing so at the request of the Corporation.

(i) Any person entitled to be indemnified or to reimbursement or advancement of expenses as a matter of right pursuant to this Article EIGHTH may elect to have the right to indemnification or reimbursement or advancement of expenses interpreted on the basis of the applicable law in effect at the time of the occurrence of the event or events giving rise to the applicable Proceeding, to the extent permitted by law, or on the basis of the applicable law in effect at the time such indemnification or reimbursement or advancement of expenses is sought. Such election shall be made, by a notice in writing to the Corporation, at the time indemnification or reimbursement or advancement of expenses is sought; provided, however, that if no such notice is given, the right to indemnification or reimbursement or advancement of expenses shall be determined by the law in effect at the time indemnification or reimbursement or advancement of expenses is sought.

NINTH: This Article is inserted for the management of the business and for the conduct of the affairs of the Corporation and it is expressly provided that it is intended to be in furtherance of and not in limitation or exclusion of the powers conferred by applicable law.

9.1 Number, Election, and Terms of Office of Board of Directors. The business of the Corporation shall be managed by a Board of Directors consisting of not less than seven nor more than 15 persons. The exact number of directors within the minimum and maximum limitations specified in the preceding sentence shall be fixed from time to time by, or in the manner provided in, the By-laws. The directors shall be divided into three classes with the term of office of the first class to expire at the first annual meeting of stockholders of the Corporation next following the end of the Corporation’ s fiscal year ending December 31, 1995, the term of office of the second class to expire at the first annual meeting of stockholders of the Corporation next following the end of the Corporation’ s fiscal year ending December 31, 1996 and the term of office of the third class to expire at the first annual meeting of stockholders of the Corporation next following the end of the Corporation’ s fiscal year ending December 31, 1997. At each annual meeting of stockholders following such initial election as specified above, directors elected to succeed those directors whose terms expire shall be elected for a term of office to expire at the third succeeding annual meeting of stockholders after their election.

9.2 Tenure. Notwithstanding any provisions to the contrary contained herein, each director shall hold office until his successor is elected and qualified, or until his earlier death, resignation or removal.

9.3 Newly Created Directorships and Vacancies. Subject to the rights of the holders of any series of Preferred Stock then outstanding, newly created directorships resulting from any increase in the authorized number of directors or any vacancies in the Board of Directors resulting from death, resignation, retirement, disqualification, removal from office or other cause shall be filled by a majority vote of the remaining directors then in office, though less than a quorum, and directors so chosen shall hold office for a term expiring at the annual meeting of stockholders at which the term of the class to which they have been elected expires or, in each case, until their respective successors are duly elected and qualified. No decrease in the number of directors constituting the Board of Directors shall shorten the term of any incumbent director. When any director shall give notice of resignation effective at a future date, the Board of Directors may fill such vacancy to take effect when such resignation shall become effective.

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9.4 Removal of Directors. Any one or more or all of the directors may be removed, at any time, but only for cause by the holders of at least a majority in voting power of the then issued and outstanding shares of capital stock of the Corporation.

TENTH: Any action required or permitted to be taken by the stockholders of the Corporation must be effected at a duly called annual or special meeting of such holders and may not be effected by any consent in writing of such holders. At any annual meeting or special meeting of stockholders of the Corporation, only such business shall be conducted as shall have been brought before such meeting in the manner provided by the By-laws of the Corporation.

ELEVENTH: Special meetings of stockholders for any purpose may be called at any time by the Chairman or Vice Chairman of the Board of Directors. Special meetings of stockholders shall be held at such place or places within or without the State of Delaware as shall from time to time be designated by the Board of Directors and stated in the notice of such meeting. At a special meeting of stockholders no business shall be transacted and no corporate action shall be taken other than that stated in the notice of the meeting.

TWELFTH: The Board of Directors may from time to time make, alter or repeal the By-laws by a vote of a majority of the entire Board of Directors that would be in office if no vacancy existed, whether or not present at a meeting; provided, however, that any By-laws made, amended or repealed by the Board of Directors may be amended or repealed, and any By-laws may be made, by the stockholders of the Corporation by vote of a majority of the holders of shares of stock of the Corporation entitled to vote in the election of directors of the Corporation.

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CERTIFICATE OF AMENDMENT
TO THE
RESTATED CERTIFICATE OF INCORPORATION
OF
METROMEDIA INTERNATIONAL GROUP, INC.

(Pursuant to Section 242 of the Delaware General Corporation Law)

The undersigned, Silvia Kessel and Arnold L. Wadler, Senior Vice President and Secretary, respectively, of Metromedia International Group, Inc., a corporation organized and existing under the laws of the State of Delaware (the "Corporation"), do hereby certify as follows:

1. The name of the corporation is Metromedia International Group, Inc.

2. This Certificate of Amendment to the Restated Certificate of Incorporation amends the Restated Certificate of Incorporation of the Corporation to increase the authorized number of shares of the Corporation' s Common Stock, par value $1.00 per share (the "Common Stock").

3. The Restated Certificate of Incorporation of the Corporation is hereby amended by replacing the first sentence of Article Fourth thereof in its entirety and by substituting in its place the following:

> "The total number of shares of stock which the Corporation shall have authority to issue is 470,000,000, divided as follows: 70,000,000 shares of Preferred Stock, of the par value of $1.00 per share (the "Preferred Stock"), and 400,000,000 shares of Common Stock, of the par value of $1.00 per share (the "Common Stock")."

4. The Board of Directors of the Corporation duly adopted resolutions pursuant to Section 242 of the Delaware General Corporation Law (the "DGCL") proposing that this Certificate of Amendment to the Restated Certificate of Incorporation be approved and declaring the adoption of this Amendment to the Restated Certificate of Incorporation to be advisable, and the stockholders of the Corporation duly approved this Certificate of Amendment to the Restated Certificate of Incorporation in accordance with Sections 211 and 242 of the DGCL. Dated and attested to as of   , 1996.

METROMEDIA INTERNATIONAL GROUP INC.

By: ______________________________
Name: Silvia Kessel
Title: Senior Vice President

Attest:

____
Name: Arnold L. Wadler
Title: Secretary

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CERTIFICATE OF AMENDMENT

RESTATED CERTIFICATE OF INCORPORATION
OF
METROMEDIA INTERNATIONAL GROUP, INC.

It is hereby certified that:

1. The name of the corporation (hereinafter the "Corporation") is

Metromedia International Group, Inc.

2. The Restated Certificate of Incorporation, as previously amended, is hereby further amended by deleting the first paragraph of Article Fourth thereof and by substituting in its place and stead the following new Article:

"FOURTH: The total number of shares of stock that the Corporation shall have authority to issue is 470,000,000, divided as follows: 70,000,000 shares of Preferred Stock, the par value of which is $1.00 per share (the "Preferred Stock") and 400,000,000 shares of Common Stock, the par value of which is $0.01 per share (the "Common Stock)."

3. The amendment to the Restated Certificate of Incorporation herein certified has been duly adopted in accordance with the provisions of Section 242(a) of the General Corporation Law of the State of Delaware. The amendment has been authorized by directors approval and vote at a meeting of the stockholders entitled to vote.

Signed on November 5, 2003

/s/ NATASHA ALEXEEVA
Natasha Alexeeva
Secretary

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State of Delaware
Secretary of State
Division of Corporations
Delivered 04:18 PM 08/22/2007
FILED 04:18 PM 08/22/2007
SRV 070947172 – 4379125 FILE

CERTIFICATE OF OWNERSHIP AND MERGER
MERGING
CAUCUSCOM MERGERCO CORP.
INTO
METROMEDIA INTERNATIONAL GROUP, INC.

Pursuant to Section 253 of the
General Corporation Law of the State of Delaware

CaucusCom Mergerco Corp. (the "Corporation"), a corporation organized and existing under the General Corporation Law of the State of Delaware, does hereby certify that:

FIRST: The Corporation was incorporated on June 27, 2007 pursuant to the DGCL and is existing thereunder.

SECOND: Metromedia International Group, Inc., a Delaware corporation (the "Subsidiary"), was incorporated on March 15, 1968 pursuant to the General Corporation Law of the State of Delaware and is existing thereunder.

THIRD: The Corporation owns more than 90% of the outstanding shares of Common Stock, par value $0.01 per share, of the Subsidiary (the "Subsidiary Shares"), the Subsidiary Shares being the only class of capital stock of the Subsidiary of which there are outstanding shares that, absent Section 253(a) of the General Corporation Law of the State of Delaware, would be entitled to vote on the Merger (as defined below).

FOURTH: By unanimous written consent dated August 22, 2007, the board of directors of the Corporation adopted the following resolutions providing for the merger (the "Merger") of the Corporation into the Subsidiary, which resolutions have not been amended or rescinded and are in full force and effect:

> RESOLVED, that subject to the approval of the sole stockholder of CaucusCom Mergerco Corp. (the "Corporation"), pursuant to Section 253 of the General Corporation Law of the State of Delaware (the "DGCL"), the Corporation shall be merged (the "Merger") with and into Metromedia International Group, Inc. (the "Subsidiary"), whereupon the separate existence of the Corporation shall cease, and the Subsidiary shall be the surviving corporation (the "Surviving Corporation");

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RESOLVED FURTHER, that the Merger is hereby approved pursuant to the provisions of Section 253 of the DGCL;

RESOLVED FURTHER, that the Merger shall become effective upon filing of the Certificate of Ownership and Merger with the Secretary of State of the State of Delaware in accordance with Section 253 of the DGCL (the "Effective Time");

RESOLVED FURTHER, that at the Effective Time, without any further action of the Corporation, the Subsidiary, or their respective stockholders:

(a) each share of Common Stock, par value $0.01 per share, of the Subsidiary (the "Subsidiary Shares") held by the Subsidiary or owned, directly or indirectly, by the Corporation or by its sole stockholder, CaucusCom Ventures L.P. ("Parent") (in each case other than Subsidiary Shares held on behalf of third parties), shall be canceled and retired and shall cease to exist, and no consideration shall be payable to the holder thereof in exchange for such cancellation and retirement;

(b) each Subsidiary Share outstanding immediately prior to the Effective Time (other than any Subsidiary Shares for which appraisal rights are perfected and except as otherwise provided in clause (a) above) shall be converted into the right to receive $1.80 in cash without interest (the "Merger Consideration"), upon surrender to Mellon Investor Services LLC (or such other agent as the Corporation deems appropriate) of the certificates formerly representing ownership of the Subsidiary Shares;

(c) each share of Common Stock, $0.01 per share, of the Corporation outstanding immediately prior to the Effective Time shall be converted into and become one validly issued, fully-paid and non-assessable share of common stock of the Surviving Corporation, and such shares shall constitute the only outstanding shares of common stock of the Surviving Corporation from and after the Effective Time;

RESOLVED FURTHER, that all Subsidiary Shares outstanding immediately prior to the Effective Time (other than any Subsidiary Shares for which appraisal rights are perfected and except as otherwise provided in clause (a) of the foregoing resolution), which shares shall be converted at the Effective Time into the right to receive the Merger Consideration pursuant to clause (b) of the foregoing resolution, shall automatically be

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cancelled and shall cease to exist upon such conversion, and the holders of certificates that immediately prior to the Effective Time represented such Subsidiary Shares shall thereupon cease to have any rights with respect to such Subsidiary Shares, other than the right to receive (i) the Merger Consideration in accordance with the foregoing resolution and the Agreement and Plan of Merger, dated as of July 17, 2007, by and among Parent, the Corporation and the Subsidiary, and (ii) any then unpaid dividend or other distribution with respect to any such Subsidiary Shares that has a record date prior to the Effective Time.

RESOLVED FURTHER, that each share of 7.25% Cumulative Convertible Preferred Stock of the Subsidiary (the "Preferred Shares") outstanding immediately prior to the Effective Time (other than any Preferred Shares for which appraisal rights are perfected) shall remain outstanding at and immediately after the Effective Time as one share of 7.25% Cumulative Convertible Preferred Stock of the Surviving Corporation, having the rights and preferences set forth in the Certificate of Designation of the 7.25% Cumulative Convertible Preferred Stock of the Subsidiary, dated as of September 16, 1997 (the "Certificate of Designation") (subject to the adjustment and modification to such rights resulting from consummation of the Merger pursuant to the terms of the Certificate of Designation).

RESOLVED FURTHER, that the Certificate of Incorporation of the Subsidiary in effect immediately prior to the Effective Time shall be amended in its entirety at the Effective Time so as to read as set forth in Exhibit A attached hereto, and as so amended shall be the Certificate of Incorporation of the Surviving Corporation; provided, however, that the Certificate of Designation shall continue to apply to the Surviving Corporation and shall form part of the Certificate of Incorporation of the Surviving Corporation.

RESOLVED FURTHER, that the proposed Merger shall be submitted to the sole stockholder of the Corporation for approval by written consent pursuant to Section 228 of the DGCL; and

RESOLVED FURTHER, subject to the approval of the sole stockholder of the Corporation, that the officers of the Corporation are authorized on behalf of the Corporation to take any and all actions, to execute, deliver and file any and all documents, agreements and instruments (including, without limitation, a Certificate of Ownership and Merger) and to take any and all steps deemed by any such officer to be necessary or appropriate to carry out the purpose and intent of each of the foregoing

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resolutions, and all actions heretofore taken by any of them in furtherance thereof are hereby ratified and confirmed in all respects.

FIFTH: By written consent dated August 22, 2007, pursuant to Section 228 of the General Corporation Law of the State of Delaware, the sole holder of all of the outstanding capital stock of the Corporation approved the Merger.

[Signature page follows]

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IN WITNESS WHEREOF, the Corporation has caused this Certificate of Ownership and Merger to be executed in its corporate name by its duly authorized officer this 22nd day of August, 2007.

CAUCUSCOM MERGERCO CORP.

By: /s/ Peter Nagle
Name: Peter Nagle
Title: President

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Exhibit A

CERTIFICATE OF INCORPORATION
OF
METROMEDIA INTERNATIONAL GROUP, INC.

FIRST: The name of the corporation is Metromedia International Group, Inc. (the "Corporation").

SECOND: The Corporation' s registered office in the State of Delaware is at: Corporation Trust Center, 1209 Orange Street in the City of Wilmington, County of New Castle 19801. The name of its registered agent at such address is The Corporation Trust Company.

THIRD: The nature of the business of the Corporation and its purpose is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of the State of Delaware (as it may be amended from time to time, the "DGCL").

FOURTH: The total number of shares of capital stock that the Corporation shall have authority to issue is 4,201,000 shares, divided as follows: (a) 1,000 shares of common stock, par value $.01 per share (the "Common Stock"), and (b) 4,200,000 shares of preferred stock, par value $1.00 per share (the "Preferred Stock").

FIFTH: The shares of Preferred Stock, may be issued from time to time in one or more series of any number of shares, provided that the aggregate number of shares issued and not cancelled of any and all such series shall not exceed the total number of shares of Preferred Stock hereinabove authorized, and with such powers, preferences and rights and qualifications, limitations or restrictions thereof, and such distinctive serial designations, all as shall hereafter be stated and expressed in the resolution or resolutions providing for the issue of such shares of Preferred Stock from time to time adopted by the Board of Directors of the Corporation (the "Board") pursuant to authority so to do which is hereby vested in the Board. Each series of shares of Preferred Stock (a) may have such voting rights or powers, full or limited, or may be without voting rights or powers; (b) may be subject to redemption at such time or times and at such prices; (c) may be entitled to receive dividends (which may be cumulative or non-cumulative) at such rate or rates, on such conditions and at such times, and payable in preference to, or in such relation to, the dividends payable on any other class or classes or series of stock; (d) may have such rights upon the voluntary or involuntary liquidation, winding up or dissolution of, or upon any distribution of the assets of, the Corporation; (e) may be made convertible into or exchangeable for, shares of any other class or classes or of any other series of the same or any other class or classes of stock of the Corporation at such price or prices or at such rates of exchange and with such adjustments; (f) may be entitled to the benefit of a sinking fund to be applied to the purchase or redemption of shares of such series in such amount or amounts; (g) may be entitled to the benefit of conditions and restrictions upon the creation of indebtedness of the Corporation or any subsidiary, upon the issue of any additional shares (including additional shares of such series or of any other series) and upon the payment of dividends or the making of other distributions on, and the purchase, redemption or other acquisition by the Corporation or any subsidiary of, any outstanding shares of the Corporation and (h) may have such other

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relative, participating, optional or other special rights, qualifications, limitations or restrictions thereof; all as shall be stated in such resolution or resolutions providing for the issue of such shares of Preferred Stock. Shares of Preferred Stock of any series that have been redeemed (whether through the operation of a sinking fund or otherwise) or that if convertible or exchangeable, have been converted into or exchanged for shares of any other class or classes shall have the status of authorized and unissued shares of Preferred Stock undesignated as to series and may be reissued as a part of the series of which they were originally a part or as part of a new series of shares of Preferred Stock to be created by resolution or resolutions of the Board or as part of any other series of shares of Preferred Stock, all subject to the conditions or restrictions on issuance set forth in the resolution or resolutions adopted by the Board providing for the issue of any series of shares of Preferred Stock.

SIXTH: The Certificate of Designation of the 7.25% Cumulative Convertible Preferred Stock of the Corporation, dated as of, and filed with the Secretary of State of the State of Delaware on, September 16, 1997 (a copy of which is attached hereto as Annex 1), shall continue to apply to the Corporation and shall form part of this Certificate of Incorporation.

SEVENTH: The following provisions are inserted for the management of the business and for the conduct of the affairs of the Corporation and for the purpose of creating, defining, limiting and regulating the powers of the Corporation and its directors and stockholders:

(a) The number of directors of the Corporation shall be fixed and may be altered from time to time in the manner provided in the Bylaws of the Corporation, and vacancies in the Board and newly created directorships resulting from any increase in the authorized number of directors may be filled, and directors may be removed, as provided in the Bylaws.

(b) The election of directors of the Corporation may be conducted in any manner approved by the stockholders at the time when the election is held and need not be by written ballot.

(c) All corporate powers and authority of the Corporation (except as at the time otherwise provided by law, by this Certificate of Incorporation or by the Bylaws of the Corporation) shall be vested in and exercised by the Board.

(d) The Board shall have the power without the assent or vote of the stockholders to adopt, amend, alter or repeal the Bylaws of the Corporation, except to the extent that the Bylaws or this Certificate of Incorporation otherwise provide.

(e) No director of the Corporation shall be liable to the Corporation or its stockholders for monetary damages for breach of his or her fiduciary duty as a director, provided that nothing contained in this Article shall eliminate or limit the liability of a director (i) for any breach of the director' s duty of loyalty to the Corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of the law, (iii) under Section 174 of the DGCL or (iv) for any transaction from which the director derived an improper personal benefit.

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EIGHTH: The Corporation reserves the right to amend or repeal any provision contained in this Certificate of Incorporation in the manner now or hereafter prescribed by the laws of the State of Delaware, and all rights herein conferred upon stockholders or directors are granted subject to this reservation.

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Annex 1

Copy of the Certificate of Designation of 7.25% Cumulative Convertible
Preferred Stock of Metromedia International Group, Inc.,
as filed with the Secretary of State of the State of Delaware
on September 16, 1997

[See Attached]

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CERTIFICATE OF DESIGNATION
OF
7.25% CUMULATIVE CONVERTIBLE PREFERRED STOCK

OF

METROMEDIA INTERNATIONAL GROUP, INC.

Pursuant to Section 151 of the General Corporation law
of the State of Delaware

METROMEDIA INTERNATIONAL GROUP, INC., a corporation organized and existing by virtue of the General Corporation Law of the State of Delaware (the "Company"), does hereby certify that the following resolution was duly adopted by action of the Board of Directors of the Company, with the provisions thereof fixing the number of shares of the series, the dividend rate, and the optional redemption prices being set by action of the Executive Committee of the Board of Directors of the Company:

RESOLVED that pursuant to the authority expressly granted to and vested in the Board of Directors of the Company by the provisions of Section 4.1 of the Restated Certificate of Incorporation of the Company, as amended from time to time (the "Certificate of Incorporation"), and pursuant to authority expressly delegated to the Executive Committee of the Board of Directors of the Company by such Board of Directors, and pursuant to Section 151(g) of the General Corporation Law of the State of Delaware, there be created from the 70,000,000 shares of preferred stock, par value $1.00 per share, of the Company authorized to be issued pursuant to the Certificate of Incorporation, a series of preferred stock, consisting of 4,140,000 shares of 7.25% Cumulative Convertible Preferred Stock (the "Preferred Stock"), the voting powers, designations, preferences and relative, participating, optional or other special rights of which, and qualifications, limitations or restrictions thereof, shall be as follows:

1. Definitions. As used herein, the following terms shall have the following meanings:

1.2 "Accrued Dividends" shall mean, with respect to any share of Preferred Stock, as of any date, the accrued and unpaid dividends on such share from and including the most recent Dividend Payment Date (or the Issue Date, if such date is prior to the first Dividend Payment Date) to but not including such date.

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1.3 "Accumulated Dividends" shall mean, with respect to any share of Preferred Stock, as of any date, the aggregate accumulated and unpaid dividends on such share from the Issue Date until the most recent Dividend Payment Date prior to such date. There shall be no Accumulated Dividends with respect to any share of Preferred Stock prior to the first Dividend Payment Date.

1.4 "Affiliate" shall have the meaning ascribed to it, on the date hereof, under Rule 405 of the Securities Act of 1933, as amended.

1.5 "AMEX" shall mean the American Stock Exchange or, in the event the American Stock Exchange is not the principal stock exchange on which the Preferred Stock is then traded or quoted, any principal successor stock exchange or nationally recognized market where the Preferred Stock is listed or included.

1.6 "Board of Directors" shall mean the Board of Directors of the Company or, with respect to any action to be taken by the Board of Directors, any committee of the Board of Directors duly authorized to take such action.

1.7 "Business Day" shall mean any day other than a Saturday, Sunday or other day on which commercial banks in The City of New York are authorized or required by law or executive order to close.

1.8 "Change of Control" shall mean (i) any merger or consolidation of the Company with or into any person or any sale, transfer or other conveyance, whether direct or indirect, of all or substantially all of the assets of the Company (other than a sale, transfer, assignment or distribution of shares of capital stock or assets of Snapper and/or Landmark in any transaction or a series of related transactions) on a consolidated basis, in one transaction or a series of related transactions, if, in each such case immediately after giving effect to either such transaction, any "person" or "group" (other than Metromedia Company and its Affiliates) is or becomes the "beneficial owner," directly or indirectly, of more than 50% of the total voting power, in the aggregate, normally entitled to vote in the election of directors, managers, or trustees, as applicable, of the transferee or surviving entity; (ii) when any "person" or "group" (other than Metromedia Company and its Affiliates) is or becomes the "beneficial owner," directly or indirectly, of more than 50% of the total voting power, in the aggregate, normally entitled to vote in the election of directors of the Company; or (iii) when, during any period of 12 consecutive months after the Issue Date, individuals who at the beginning of any such 12-month period constituted the Board of Directors of the Company (together with any new directors whose election by such Board or whose nomination for election by the stockholders of the Company was approved by a vote of a majority of the directors then still in office who were either directors at the beginning of such period or whose election or nomination for election was previously so approved)

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cease for any reason to constitute a majority of the Board of Directors of the Company then in office.

For purposes of the definition of "Change of Control," (i) the terms "person" and "group" shall have the meaning used for purposes of Rules 13d-3 and 13d-5 of the Exchange Act, as in effect on the Issue Date, whether or not applicable and (ii) the term "beneficial owner" shall have the meaning used in Rules 13d-3 and 13d-5 under the Exchange Act as in effect on the Issue Date, whether or not applicable, except that a "person" shall be deemed to have "beneficial ownership" of all shares that any such person has the right to acquire, whether such right is exercisable immediately or only after the passage of time or upon the occurrence of certain events.

1.9 "Change of Control Date" shall mean the date on which the Change of Control event occurs.

1.10 "Common Stock" shall mean the common stock, par value $1.00 per share, of the Company, or any other class of stock resulting from successive changes or reclassifications of such common stock consisting solely of changes in par value, or from par value to no par value, or as a result of a subdivision, combination, or merger, consolidation or similar transaction in which the Company is a constituent corporation.

1.11 "Dividend Payment Date" shall mean March 15, June 15, September 15 and December 15 of each year, commencing December 15, 1997.

1.12 "Dividend Record Date" shall mean, with respect to each Dividend Payment Date, a date not more than 60 days nor less than 10 days preceding a Dividend Payment Date, as shall be fixed by the Board of Directors.

1.13 "Exchange Act" shall mean the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder.

1.14 "Issue Date" shall mean September 16, 1997, the original date of issuance of the Preferred Stock.

1.15 "Junior Stock" shall mean the Common Stock and the shares of any other class or series of stock of the Company created on or after the Issue Date that, by the terms of the Certificate of Incorporation or of the instrument by which the Board of Directors, acting pursuant to authority granted in the Certificate of Incorporation, shall fix the relative rights, preferences and limitations thereof, shall be junior to the Preferred Stock in respect of the right to receive dividends or to participate in any other distribution of assets.

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1.16 “Landmark” shall mean Landmark Theatre Group, a California corporation.

1.17 “Liquidation Preference” shall mean, with respect to each share of Preferred Stock, $50.

1.18 “Market Value” shall mean the average closing price of the Common Stock on the AMEX for a five consecutive trading day period.

1.19 “Metromedia Company” shall mean Metromedia Company, a Delaware general partnership.

1.20 “Optional Redemption Price Per Share” shall mean, as of any date, the price at which the Company may, at its option, redeem one share of the Preferred Stock, payable, at the Company’ s option, in cash, by delivery of fully paid and nonassessable shares of Common Stock or a combination thereof.

1.21 “*Pari Passu* Stock*”* shall mean the shares of any class or series of stock of the Company created on or after the Issue Date that, by the terms of the Certificate of Incorporation or of the instrument by which the Board of Directors, acting pursuant to authority granted in the Certificate of Incorporation, shall fix the relative rights, preferences and limitations thereof, shall, in the event that the stated dividends thereon are not paid in full, be entitled to share ratably with the Preferred Stock in the payment of dividends, including accumulations, if any, in accordance with the sums or other consideration which would be payable on such shares if all dividends were declared and paid in full, or shall, in the event that the amounts payable thereon in liquidation are not paid in full, be entitled to share ratably with the Preferred Stock in any other distribution of assets in accordance with the sums or other consideration which would be payable in such distribution if all sums payable were discharged in full.

1.22 “Person” shall mean any individual, corporation, general partnership, limited partnership, limited liability partnership, joint venture, association, joint-stock company, trust, limited liability company, unincorporated organization or government or any agency or political subdivision thereof.

1.23 “Senior Stock” shall mean any capital stock of the Company ranking senior (either as to dividends or upon liquidation, dissolution or winding up) to the Preferred Stock.

1.24 “Snapper” shall mean Snapper, Inc., a Georgia corporation.

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1.25 "Voting Rights Triggering Event" shall mean the failure of the Company to pay dividends on the Preferred Stock with respect to periods ending on more than six consecutive Dividend Payment Dates.

2. Dividends.

2.1 The holders of shares of the outstanding Preferred Stock shall be entitled, when, as and if declared by the Board of Directors out of funds legally available therefor, to receive dividends on each outstanding share of Preferred Stock, payable quarterly, in arrears, at an annual rate of 7.25% (the "Dividend Rate"). Dividends payable for each full dividend period will be computed by dividing (x) the product of the Liquidation Preference times the Dividend Rate by (y) four and shall be payable on each Dividend Payment Date, to the holders of record of Preferred Stock at the close of business on the Dividend Record Date applicable to such Dividend Payment Date, commencing on December 15, 1997. Such dividends shall be cumulative from the Issue Date and shall accrue on a day-to-day basis, whether or not earned or declared, from and after the Issue Date. Dividends on the Preferred Stock which are not declared and paid when due will compound quarterly on each Dividend Payment Date at the Dividend Rate. Dividends payable for any partial dividend period shall be computed on the basis of actual days elapsed over a 360-day year consisting of twelve 30-day months.

2.2 Dividends may, at the option of the Company, be paid on any Dividend Payment Date either in cash, by issuing fully paid and nonassessable shares of Common Stock or a combination thereof. If the Company elects to pay dividends in shares of Common Stock, the number of shares of Common Stock to be distributed will be calculated by dividing such payment by 95% of the Market Value ending on the Dividend Payment Date.

2.3 No dividends or other distributions (other than a dividend or distribution in Junior Stock, other than the Common Stock) may be declared, made or paid or set apart for payment on the Common Stock, Junior Stock or *Pari Passu* Stock, and no Common Stock, Junior Stock or any *Pari Passu* Stock, including the Preferred Stock, may be repurchased, exchanged, redeemed or otherwise acquired for any consideration (or any money paid to or made available for a sinking fund for the redemption of any shares of any such stock) by the Company (except by conversion into or exchange for Junior Stock), nor may funds be set apart for payment with respect thereto, unless full cumulative dividends shall have been or contemporaneously are paid or declared and a sum sufficient for the payment thereof is set apart for such payment on, and all applicable redemption, exchange and repurchase obligations shall have been satisfied with respect to, all outstanding shares of Preferred Stock and such other *Pari Passu* Stock. Notwithstanding the foregoing, if full dividends have not been paid on the Preferred Stock or on any *Pari Passu* Stock, dividends may be declared and paid on the Preferred Stock and such *Pari Passu* Stock so long as the dividends are declared and paid *pro rata* so that the

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amounts of dividends declared per share on the Preferred Stock and such *Pari Passu* Stock will in all cases bear to each other the same ratio that Accrued Dividends on the shares of Preferred Stock and such *Pari Passu* Stock bear to each other; provided, that if such dividends are paid in cash, any senior security or in *Pari Passu* Stock on any *Pari Passu* Stock, dividends will also be paid in cash, such senior security or such *Pari Passu* Stock, as the case may be, on the Preferred Stock.

2.4 Holders of shares of Preferred Stock shall not be entitled to any dividends, whether payable in cash, property or stock, in excess of full cumulative dividends, as herein provided, on the Preferred Stock. No interest, or sum of money in lieu of interest, shall be payable in respect of any dividend payment or payments on the Preferred Stock which may be in arrears fit being understood that the compounding of unpaid dividends shall not constitute interest or money in lieu of interest).

2.5 The holders of shares of Preferred Stock at the close of business on a Dividend Record Date will be entitled to receive the dividend payment on those shares (except that holders of shares called for redemption on a redemption date between the record date and the Dividend Record Date will be entitled to receive such dividend on such redemption date as indicated in Section 2.1 hereof) on the corresponding Dividend Payment Date notwithstanding the subsequent conversion thereof or the Company' s default in payment of the dividend due on that Dividend Payment Date. However, shares of Preferred Stock surrendered for conversion during the period between the close of business on any Dividend Record Date and the close of business on the day immediately preceding the applicable Dividend Payment Date (except for shares called for redemption on a redemption date during that period) must be accompanied by payment of an amount equal to the dividend payable on the shares on that Dividend Payment Date. A holder of shares of Preferred Stock on a Dividend Record Date who (or whose transferee) tenders any shares for conversion on a Dividend Payment Date will receive the dividend payable by the Company on the Preferred Stock on that date, and the converting holder need not include payment in the amount of such dividend upon surrender of shares of Preferred Stock for conversion. Except as provided above, the Company shall make no payment or allowance for unpaid dividends, whether or not in arrears, on converted shares or for dividends on the shares of Common Stock issued upon conversion.

2.6 To the extent that the amount of any dividend payable to a holder of Preferred Stock (in respect of all shares held by such holder) is payable in shares of Common Stock and does not equal a whole number of shares of Common Stock, such fractional amount shall be paid in cash to such holder of Preferred Stock.

3. Optional Redemption.

3.1 At any time on or after September 15, 2000, the Company may, at its sole option, subject to Section 2.3, redeem, out of funds legally

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available therefor, all or any part of the outstanding shares of Preferred Stock, in cash, by delivery of fully paid and nonassessable shares of Common Stock or a combination thereof, upon not less than 30 days nor more than 60 days' notice provided in the manner specified in Section 4 hereof, during the 12-month periods commencing on September 15th of the years set forth below for the amount (expressed as a percentage of the Liquidation Preference thereof) set forth opposite such years, plus Accumulated Dividends and Accrued Dividends thereon to the redemption date.

Period	Redemption Price Per Share
2000	$ 52.5375
2001	52.1750
2002	51.8125
2003	51.4500
2004	51.0875
2005	50.7250
2006	50.3625
2007 and thereafter	50.0000

3.2 If the Company elects to make redemption payments in Common Stock, the number of shares of Common Stock to be distributed will be calculated by dividing such payment by 95% of the Market Value for the period ending on the applicable redemption date. If any dividends on the Preferred Stock are in arrears, no shares of Preferred Stock shall be redeemed unless all outstanding shares of Preferred Stock are simultaneously redeemed.

4. Procedure for Redemption.

4.1 In the event the Company shall elect to redeem shares of Preferred Stock pursuant to Section 3 hereof, notice of such redemption shall be given (i) by publication in a newspaper of general circulation in the Borough of Manhattan, City and State of New York (if such publication shall be required by applicable law, rule, regulation or securities exchange requirement) or (ii) by first-class mail to each record holder of the shares to be redeemed, at such holder's address as the same appears on the books of the Company, in either case not less than 30 nor more than 60 days prior to the redemption date. Each such notice shall state (i) the time and date as of which the redemption shall occur; (ii) the total number of shares of Preferred Stock to be redeemed and, if fewer than all the shares held by such holder are to be redeemed, the number of such shares to be redeemed from such holder; (iii) the redemption price (whether to be paid in cash or shares of Common Stock or a combination thereof); (iv) the place or places where certificates for such shares are to be surrendered for payment of the redemption price and delivery of certificates representing shares of Common Stock (if the Company so chooses); (v) that dividends on the shares to be redeemed will cease to accrue on such redemption date unless the

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Company defaults in the payment of the redemption price; and (vi) the name of any bank or trust company, if any, performing the duties referred to in Section 4.3 below.

4.2 On or before any redemption date, each holder of shares of Preferred Stock to be redeemed shall surrender the certificate or certificates representing such shares of Preferred Stock to the Company, in the manner and at the place designated in the notice of redemption and on the redemption date, the full redemption price, payable in cash, fully paid and nonassessable shares of Common Stock or a combination thereof, for such shares of Preferred Stock shall be paid or delivered to the person whose name appears on such certificate or certificates as the owner thereof, and the shares represented by each surrendered certificate shall be returned to authorized but unissued shares of preferred stock of any or no series. Upon surrender (in accordance with the notice of redemption) of the certificate or certificates representing any shares to be so redeemed (properly endorsed or assigned for transfer, if the Company shall so require and the notice of redemption shall so state), such shares shall be redeemed by the Company at the redemption price. If fewer than all the shares represented by any such certificate are to be redeemed, a new certificate shall be issued representing the unredeemed shares, without costs to the holder thereof, together with the amount of cash, if any, in lieu of fractional shares.

4.3 If a notice of redemption shall have been given as provided in Section 4.1, dividends on the shares of Preferred Stock so called for redemption shall cease to accrue, such shares shall no longer be deemed to be outstanding, and all rights of the holders thereof as stockholders of the Company with respect to shares so called for redemption (except for the right to receive from the Company the redemption price) shall cease (including any right to receive dividends otherwise payable on any Dividend Payment Date that would have occurred after the time and date of redemption) either (i) from and after the time and date fixed in the notice of redemption as the time and date of redemption (unless the Company shall default in the payment of the redemption price, in which case such rights shall not terminate at such time and date) or (ii) if the Company shall so elect and state in the notice of redemption, from and after the time and date (which date shall be the date fixed for redemption or an earlier date not less than 30 days after the date of mailing of the redemption notice) on which the Company shall irrevocably deposit in trust for the holders of the shares to be redeemed with a designated bank or trust for the holders of the shares to be redeemed with a designated bank or trust company doing business in the Borough of Manhattan, City and State of New York, as paying agent, money or a fully paid and nonassessable shares of Common Stock sufficient to pay at the office of such paying agent, on the redemption date, the redemption price. Any money or shares of Common Stock so deposited with any such paying agent which shall not be required for such redemption shall be returned to the Company forthwith. Subject to applicable escheat laws, any moneys so set aside by the Company and unclaimed at the end of one year from the redemption date shall revert to the general funds of the Company, after which reversion the holders of such shares so called for

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redemption shall look only to the general funds of the Company for the payment of the redemption price without interest. Any interest accrued on funds so deposited shall be paid to the Company from time to time.

4.4 In the event that fewer than all the outstanding shares of Preferred Stock are to be redeemed, the shares to be redeemed shall be determined *pro rata* or by lot, as determined by the Company, except that the Company may redeem such shares held by any holder of fewer than 100 shares (or shares held by holders who would hold fewer than 100 shares as a result of such redemption), as may be determined by the Company.

5. Change of Control.

5.1 Upon the occurrence of a Change of Control of the Company, each holder of Preferred Stock shall, in the event that the Market Value on the Change of Control Date is less than the Conversion Price, have a one-time option (the "Change of Control Option"), upon not more than 30 days, notice nor more than 60 days' notice, to convert such holder' s shares of Preferred Stock into fully paid and nonassessable shares of Common Stock, as a conversion price equal to the greater of (i) the Market Value for the period ending on the Change of Control Date and (ii) 66.67% of the Market Value for the period ending on September 10, 1997. The Change of Control Option must be exercised within 30 days following a Change of Control. In lieu of issuing the shares of Common Stock issuable upon conversion in the event of a Change of Control, the Company may, at its sole option, make a cash payment equal to the Market Value determined with respect to the period ending on the Change of Control Date of the shares Common Stock otherwise issuable.

5.2 In the event of a Change of Control, notice of such Change of Control shall be given, within five Business Days of the Change of Control Date, by the Company by first-class mail to each record holder of shares of Preferred Stock, at such holder' s address as the same appears on the books of the Company. Each such notice shall state: (i) that a Change of Control has occurred; (ii) the last day on which the Change of Control Option may be exercised (the "Expiration Date"); (iii) the name and address of the paying agent; and (iv) the procedures that holders must follow to exercise the Change of Control Option.

5.3 On or before the Expiration Date, each holder of shares of Preferred Stock wishing to exercise the Change of Control Option shall surrender the certificate or certificates representing the shares of Preferred Stock to be converted, in the manner and at the place designated in the notice described in Section 5.2, and on such date the cash or shares of Common Stock due to such holder shall be delivered to the person whose name appears on such certificate or certificates as the owner thereof and each surrendered certificate shall be returned to authorized but unissued shares. Upon surrender (in accordance with the notice described in Section 5.2 of the certificate or certificates representing any shares to be so converted

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(properly endorsed or assigned for transfer, if the Company shall so require and the notice shall so state), such shares shall be converted by the Company at the conversion price.

5.4 The rights of holders of Preferred Stock pursuant to the Section 5 are in addition to, and not in lieu of, the rights of holders of Preferred Stock provided for in Section 8 hereof.

6. Voting.

6.1 The shares of Preferred Stock shall have no voting rights except as required by law or as set forth below:

(a) If and whenever at any time or times, a Voting Rights Triggering Event occurs, then the number of directors constituting the Board of Directors shall be increased by two and the holders of shares of Preferred Stock, voting separately as a class with any other *Pari Passu* Stock (the "Voting Rights Class"), will be entitled at the next regular or special meeting of stockholders of the Company to elect two directors of the Company to fill the newly crested directorships.

(b) Such voting rights may be exercised at a special meeting of the holders of the shares of the Voting Rights Class, called as hereinafter provided, or at any annual meeting of stockholders held for the purpose of electing directors, and thereafter at each such annual meeting until such time as all dividends in arrears on the shares of Preferred Stock shall have been paid in full, at which time or times such voting rights and the term of the directors elected pursuant to Section 6.1 (a) shall terminate.

(c) At any time when such voting rights shall have vested in holders of shares of the Voting Rights Class described in Section 6.1(a), a proper officer of the Company may call, and, upon the written request of the record holders of shares representing twenty-five percent (25%) of the voting power of the shares then outstanding of the Voting Rights Class, addressed to the Secretary of the Company, shall call a special meeting of the holders of shares of the Voting Rights Class. Such meeting shall be held at the earliest practicable date upon the notice required for annual meetings of stockholders at the place for holding annual meetings of stockholders of the Company, or, if none, at a place designated by the Board of Directors. Notwithstanding the provisions of this Section 6.1(c), no such special meeting shall be called during a period within the 60 days immediately preceding the date fixed for the next annual meeting of stockholders in which such case, the election of directors pursuant to Section 6.1(a) shall be held at such annual meeting of stockholders.

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(d) At any meeting held for the purpose of electing directors at which the holders of the Voting Rights Class shall have the right to elect directors as provided herein, the presence in person or by proxy of the holders of shares representing more than fifty percent (50%) in voting power of the then outstanding shares of the Voting Rights Class shall be required and shall be sufficient to constitute a quorum of such class for the election of directors by such class.

(e) Any director elected pursuant to the voting rights created under this Section 6.1 shall hold office until the next annual meeting of stockholders (unless such term has previously terminated pursuant to Section 6.1(b)) and any vacancy in respect of any such director shall be filled only by vote of the remaining director so elected by holders of the Voting Rights Class, or if there be no such remaining director, by the holders of shares of the Voting Rights Class at a special meeting called in accordance with the procedures set forth in this Section 6, or, if no such special meeting is called, at the next annual meeting of stockholders. Upon any termination of such voting rights, the term of office of all directors elected pursuant to this Section 6 shall terminate.

(f) So long as any shares of Preferred Stock remain outstanding, unless a greater percentage shall then be required by law, the Company shall not, without the affirmative vote or consent of the holders of at least 66⅔% of the outstanding Preferred Stock voting or consenting, as the case may be, separately as one class, (i) create, authorize or issue any Senior Stock or (ii) amend the Certificate of Incorporation so as to affect adversely the specified rights, preferences, privileges or voting rights of holders of shares of Preferred Stock, including (x) increasing the authorized number of shares of preferred stock and (y) issuing any shares of Preferred Stock in excess of the number of shares authorized in this Certificate of Designation as of the Issue Date. The holders of at least a majority of the outstanding shares of Preferred Stock, voting separately as one class, may waive compliance with any provision of this Certificate of Designation.

(g) In exercising the voting rights set forth in this Section 6.1, each share of Preferred Stock shall be entitled to one vote.

6.2 Except as set forth in Section 6.1, the Company may create, authorize or issue any shares of Junior Stock or *Pari Passu* Stock or increase or decrease the amount of authorized capital stock of any class other than the preferred stock, without the consent of the holders of Preferred Stock, voting separately as a class, and in taking such actions the Company shall not be deemed to have affected adversely the rights, preferences, privileges or voting rights of holders of shares of Preferred Stock.

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7. Liquidation Rights.

7.1 In the event of any liquidation, dissolution or winding-up of the Company, whether voluntary or involuntary, the holders of the shares of Preferred Stock shall be entitled to receive out of the assets of the Company available for distribution to stockholders up to the Liquidation Preference plus Accumulated Dividends and Accrued Dividends thereon in preference to the holders of, and before any distribution is made on, any Junior Stock, including, without limitation, on any Common Stock.

7.2 Neither the sale, conveyance, exchange or transfer (for cash, shares of stock, securities or other consideration) of all or substantially all the property and assets of the Company nor the merger or consolidation of the Company into or with any other corporation, or the merger or consolidation of any other corporation into or with the Company, shall be deemed to be a liquidation, dissolution or winding up, voluntary or involuntary, for the purposes of this Section 7.

7.3 After the payment to the holders of the shares of Preferred Stock of full preferential amounts provided for in this Section 7, the holders of Preferred Stock as such shall have no right or claim to any of the remaining assets of the Company.

7.4 In the event the assets of the Company available for distribution to the holders of shares of Preferred Stock upon any liquidation, dissolution or winding up of the Company, whether voluntary or involuntary, shall be insufficient to pay in full all amounts to which such holders are entitled pursuant to Section 7.1, no such distribution shall be made on account of any shares of any *Pari Passu* Stock upon such liquidation, dissolution or winding up unless proportionate distributable amounts shall be paid on account of the shares of Preferred Stock, ratably, in proportion to the full distributable amounts for which holders of all Preferred Stock and *Pari Passu* Stock are entitled upon such liquidation, dissolution or winding up.

8. Conversion.

(a) Each holder of Preferred Stock shall have the right, at its option, at any time and from time to time from the Issue Date to convert, subject to the terms and provisions of this Section 8, any or all of such holder' s shares of Preferred Stock. In such case, the shares of Preferred Stock shall be converted into such number of fully paid and nonassessable shares of Common Stock as is equal, subject to Section 8(g), to the product of the number of shares of Preferred Stock being so converted multiplied by the quotient of (i) the Liquidation Preference plus any Accumulated Dividends and any Accrued Dividends to and including the date of conversion divided by (ii) the Conversion Price (as defined below) then in effect, except that with respect to any share which shall be called for

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redemption such right shall terminate at the close of business on the date of redemption of such share, unless the Company shall default in performance or payment due upon exchange or redemption thereof. The Conversion Price shall be $15.00, subject to adjustment as set forth in Section 8(c).

The conversion right of a holder of Preferred Stock shall be exercised by the holder by the surrender of the certificates representing shares to be converted to the Company at any time during usual business hours at its principal place of business or the offices of its duly appointed Transfer Agent (as defined in Section 9) to be maintained by it, accompanied by written notice that the holder elects to convert all or a portion of the shares of Preferred Stock represented by such certificate and specifying the name or names (with address) in which a certificate or certificates for shares of Common Stock are to be issued and (if so required by the Company or its duly appointed Transfer Agent) by a written instrument or instruments of transfer in form reasonably satisfactory to the Company or its duly appointed Transfer Agent duly executed by the holder or its duly authorized legal representative and transfer tax stamps or funds therefor, if required pursuant to Section 8(i). Immediately prior to the close of business on the date of receipt by the Company or its duly appointed Transfer Agent of notice of conversion of shares of Preferred Stock, each converting holder of Preferred Stock shall be deemed to be the holder of record of Common Stock issuable upon conversion of such holder' s Preferred Stock notwithstanding that the share register of the Company shall then be closed or that certificates representing such Common Stock shall not then be actually delivered to such person. Upon notice from the Company, each holder of Preferred Stock so converted shall promptly surrender to the Company, at any place where the Company shall maintain a Transfer Agent, certificates representing the shares so converted, duly endorsed in blank or accompanied by proper instruments of transfer. On the date of any conversion, all rights with respect to the shares of Preferred Stock so converted, including the rights, if any, to receive notices, will terminate, except only the rights of holders thereof to (i) receive certificates for the number of shares of Common Stock into which such shares of Preferred Stock have been converted; (ii) the payment of any Accumulated Dividends or Accrued Dividends thereon; and (iii) exercise the rights to which they are entitled as holders of Common Stock.

If the last day for the exercise of the conversion right shall not be a Business Day, then such conversion right may be exercised on the next preceding Business Day.

(b) When shares of Preferred Stock are converted pursuant to this Section 8, all Accumulated Dividends and all Accrued Dividends (whether or not declared or currently payable) on the Preferred Stock so converted to (and not including) the date of conversion shall be immediately due and payable, at the Company' s option, (i) in cash; (ii) in a number of fully paid and nonassessable shares of Common Stock equal to the quotient of (A) the amount of Accumulated Dividends and Accrued Dividends payable to the holders of Preferred Stock

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hereunder, divided by (B) the Market Value for the period ending on the date of conversion; or (iii) a combination thereof.

(c) The Conversion Price shall be subject to adjustment as follows:

(i) In case the Company shall at any time or from time to time (A) make a redemption payment or pay a dividend (or other distribution) payable in shares of Common Stock on any class of capital stock (which, for purposes of this Section 8(c) shall include, without limitation, any dividends or distributions in the form of options, warrants or other rights to acquire capital stock) of the Company (other than the issuance of shares of Common Stock in connection with the payment in redemption for, of dividends on or the conversion of Preferred Stock); (B) subdivide the outstanding shares of Common Stock into a larger number of shares; (C) combine the outstanding shares of Common Stock into a smaller number of shares;(D) issue any shares of its capital stock in a reclassification of the Common Stock; or (E) pay a dividend or make a distribution to all holders of shares of Common Stock (other than a dividend or distribution paid or made to holders of shares of Preferred Stock in the manner provided in Section 8 (b)) pursuant to a stockholder rights plan, "poison pill" or similar arrangement then, and in each such case, the Conversion Price in effect immediately prior to such event shall be adjusted (and any other appropriate actions shall be taken by the Company) so that the holder of any share or Preferred Stock thereafter surrendered for conversion shall be entitled to receive the number of shares of Common Stock that such holder would have owned or would have been entitled to receive upon or by reason of any of the events described above, had such share of Preferred Stock been converted immediately prior to the occurrence of such event. An adjustment made pursuant to this Section 8(c)(i) shall become effective retroactively (x) in the case of any such dividend or distribution, to the day immediately following the close of business on the record date for the determination of holders of Common Stock entitled to receive such dividend or distribution or (y) in the case of any such subdivision, combination or reclassification, to the close of business on the day upon which such corporate action becomes effective.

(ii) In case the Company shall at any time or from time to time issue or sell shares of Common Stock (or securities convertible into or exchangeable for shares of Common Stock, or any options, warrants or other rights to acquire shares of Common Stock) to holders of its Common Stock at a price per share less than the Market Value for the period ending on the date of issuance (treating the price per share of any security convertible or exchangeable or exercisable into Common Stock as equal to (A) the sum of the price for such security convertible, exchangeable or exercisable into Common Stock plus any additional consideration payable (without regard to any anti-dilution adjustments) upon the conversion, exchange or exercise of such security into Common Stock divided by (B) the number of shares of Common Stock initially underlying such convertible, exchangeable or

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exercisable security), other than (I) issuances or sales for which an adjustment is made pursuant to another paragraph of this Section 8(c), (II) issuances of shares of Common Stock or securities exercisable or convertible into Common Stock pursuant to mergers, acquisitions, consolidations, exchanges, reorganizations or combinations or bona fide stock incentive plans for employees, directors and consultants of the Company or (III) issuances that are subject to certain triggering events (until such time as such triggering events occur), then, and in each such case, the Conversion Price then in effect shall be adjusted by dividing the Conversion Price in effect on the day immediately prior to such record date by a fraction (x) the numerator of which shall be the sum of the number of shares of Common Stock outstanding on such record date plus the number of additional shares of Common Stock issued or to be issued (or the maximum number into which such convertible or exchangeable securities initially may convert or exchange or for which such options, warrants or other rights initially may be exercised) and (y) the denominator of which shall be the sum of the number of shares of Common Stock outstanding on such record date plus the number of shares of Common Stock which the aggregate consideration for the total number of such additional shares of Common Stock so issued (or into which such convertible or exchangeable securities may convert or exchange or for which such options, warrants or other rights may be exercised plus the aggregate amount of any additional consideration initially payable upon conversion, exchange or exercise of such security) would purchase at the Market Value for the period ending on the date of conversion; provided, that if the holders of Preferred Stock are offered the opportunity to participate in any such offering on a pro rata basis with the holders of Common Stock and decline to participate or if the holders of Preferred Stock are entitled to receive such options, warrants or other rights upon conversion at any time of their shares of Preferred Stock, then in either such case, no adjustment shall be made pursuant to this Section 8(c)(ii). Such adjustment shall be made whenever such shares, securities, options, warrants or other rights are issued, and shall become effective retroactively to a date immediately following the close of business on the record date for the determination of stockholders entitled to receive such shares, securities, options, warrants or other rights; provided, however, that the determination as to whether an adjustment is required to be made pursuant to this Section 8(c)(ii) shall only be made upon the issuance of such shares or such convertible or exchangeable securities, options, warrants or other rights, and not upon the issuance of the security into which such convertible or exchangeable security converts or exchanges, or the security underlying such option, warrants or other right; provided further, that if any convertible or exchangeable securities, options, warrants or other rights (or any portions thereof) which shall have given rise to an adjustment pursuant to this Section 8(c)(ii) shall have expired or terminated without the exercise thereof and/or if by reason of the terms of such convertible or exchangeable securities, options, warrants or other rights there shall have been an increase or increases, with the passage of time or otherwise, in the price payable upon the exercise or conversion thereof, then the Conversion Price hereunder shall be readjusted (but to no greater extent than originally adjusted) on the basis of (i) eliminating from the computation any additional shares of Common Stock

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corresponding to such convertible or exchangeable securities, options, warrants or other rights as shall have expired or terminated; (ii) treating the additional shares of Common Stock, if any, actually issued or issuable pursuant to the previous exercise of such convertible or exchangeable securities, options, warrants or other rights as having been issued for the consideration actually received and receivable therefor; and (iii) treating any of such convertible or exchangeable securities, options, warrants or other rights which remain outstanding as being subject to exercise or conversion on the basis of such exercise or conversion price as shall be in effect at the time.

(iii) In case the Company shall at any time or from time to time (A) make a distribution to all holders of shares of its Common Stock consisting exclusively of cash (excluding any cash portion of distributions referred to in (i) above, or cash distributed upon a merger or consolidation to which (g) below applies), that, when combined together with (x) all other such all-cash distributions made within the then-preceding 12 months in respect of which no adjustment has been made and (y) any cash and the fair market value of other consideration paid or payable in respect of any tender offer by the Company or any of its subsidiaries for shares of Common Stock concluded within the then-preceding 12 months in respect of which no adjustment has been made, in the aggregate exceeds 15% of the Company’ s market capitalization (defined as the product of the Market Value for the period ending on the record date of such distribution times the number of shares of Common Stock then outstanding) on the record date of such distribution, (B) complete a tender or exchange offer by the Company or any of its subsidiaries for shares of Common Stock that involves an aggregate consideration that, together with (I) any cash and other consideration payable in a tender or exchange offer by the Company or any of its subsidiaries for shares of Common Stock expiring within the then-preceding 12 months in respect of which no adjustment has been made and (II) the aggregate amount of any such all-cash distributions referred to in (A) above to all holders of shares of Common Stock within the then-preceding 12 months in respect of which no adjustments have been made, exceeds 15% of the Company’ s market capitalization on the expiration of such tender offer or (C) make a distribution to all holders of its Common Stock consisting of evidences of indebtedness, shares of its capital stock other than Common Stock or assets (including securities, but excluding those dividends, rights, options, warrants and distributions referred to in (i) and (ii) above), then, and in each such case, the Conversion Price then in effect shall be adjusted by dividing the Conversion Price in effect immediately prior to the date of such distribution by a fraction (x) the numerator of which shall be the Market Value for the period ending on the record date referred to below and (y) the denominator of which shall be such Market Value less then the fair market value (as determined by the Board of Directors of the Company) of the portion of the cash, evidences of indebtedness, securities or other assets so distributed, applicable to one share of Common Stock (but such denominator not to be less than one); provided, however, that no adjustment shall be made with respect to any distribution of rights to purchase securities of the Company if the holder of shares of Preferred Stock would otherwise be entitled to receive such rights upon conversion at any time of shares of Preferred

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Stock into shares of Common Stock unless such rights are subsequently redeemed by the Company, in which case such redemption shall be treated for purposes of this Section 8(c)(iii) as a dividend on the Common Stock. Such adjustment shall be made whenever any such distribution is made and shall become effective retroactively to a date immediately following the close of business on the record date for the determination of stockholders entitled to receive such distribution.

(iv) In the case the Company at any time or from time to time shall take any action affecting its Common Stock (it being understood that the issuance or sale of shares of Common Stock (or securities convertible into or exchangeable for shares of Common Stock, or any options, warrants or other rights to acquire shares of Common Stock) to any Person at a price per share less than the Conversion Price then in effect shall not be deemed such an action), other than an action described in any of Section 8(c)(i) through Section 8(c)(iii), inclusive, or Section 8(g), then, the Conversion Price shall be adjusted in such manner and at such time as the Board of Directors of the Company in good faith determines to be equitable in the circumstances (such determination to be evidenced in a resolution, a certified copy of which shall be mailed to the holders of the Preferred Stock).

(v) Notwithstanding anything herein to the contrary, no adjustment under this Section 8(c) need be made to the Conversion Price unless such adjustment would require an increase or decrease of at least 1% of the Conversion Price then in effect. Any lesser adjustment shall be carried forward and shall be made at the time of and together with the next subsequent adjustment, which, together with any adjustment or adjustments so carried forward, shall amount to an increase or decrease of at least 1% of such Conversion Price.

(vi) The Company reserves the right to make such reductions in the Conversion Price in addition to those required in the foregoing provisions as it considers advisable in order that any event treated for Federal income tax purposes as a dividend of stock or stock rights will not be taxable to the recipients. In the event the Company elects to make such a reduction in the Conversion Price, the Company will comply with the requirements of Rule 14c-1 under the Exchange Act, and any other securities laws and regulations thereunder if and to the extent that such laws and regulations are applicable in connection with the reduction of the Conversion Price.

(d) If the Company shall take a record of the holders of its Common Stock for the purpose of entitling them to receive a dividend or other distribution, and shall thereafter and before the distribution to stockholders thereof legally abandon its plan to pay or deliver such dividend or distribution, then thereafter no adjustment in the Conversion Price then in effect shall be required by reason of the taking of such record.

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(e) Upon any increase or decrease in the Conversion Price, then, and in each such case, the Company promptly shall deliver to each registered holder of Preferred Stock a certificate signed by an authorized officer of the Company, setting forth in reasonable detail the event requiring the adjustment and the method by which such adjustment was calculated and specifying the increased or decreased Conversion Price then in effect following such adjustment.

(f) No fractional shares or scrip representing fractional shares of Common Stock shall be issued upon the conversion of any shares of Preferred Stock. If more than one share of Preferred Stock shall be surrendered for conversion at one time by the same holder, the number of fell shares of Common Stock issuable upon conversion thereof shall be computed on the basis of the aggregate Liquidation Preference of the shares of Preferred Stock so surrendered. If the conversion of any share or shares of Preferred Stock results in a fraction, an amount equal to such fraction multiplied by the last reported sale price of the Common Stock on the AMEX at the close of business on the trading day next preceding the day of conversion shall be paid to such holder in cash by the Company.

(g) In case of any capital reorganization or reclassification or other change of outstanding shares of Common Stock (other than a change in par value, or from par value to no par value, or from no par value to par value), or in case of any consolidation or merger of the Company with or into another Person (other than a consolidation or merger in which the Company is the resulting or surviving Person and which does not result in any reclassification or change of outstanding Common Stock), or in case of any sale or other disposition to another Person of all or substantially all of the assets of the Company (other than the sale, transfer, assignment or distribution of shares of capital stock or assets of Snapper and/or Landmark in any transaction or a series of related transactions) (any of the foregoing, a "Transaction"), each share of Preferred Stock then outstanding shall, without the consent of any holder of Preferred Stock, become convertible only into the kind and amount of shares of stock or other securities (of the Company or another issuer) or property or cash receivable upon such Transaction by a holder of the number of shares of Common Stock into which such share of Preferred Stock could have been converted immediately prior to such Transaction after giving effect to any adjustment event. The provisions of this Section 8(g) and any equivalent thereof in any such certificate similarly shall apply to successive Transactions. The provisions of this Section 8(g) shall be the sole right of holders of Preferred Stock in connection with any Transaction and such holders shall have no separate vote thereon.

(h) In the case of any distribution by the Company to its stockholders of substantially all of its assets (other than a sale, transfer, assignment or distribution of shares of capital stock or assets of Snapper and/or Landmark in one transaction or a series of related transactions), each holder of Preferred Stock will participate *pro rata* in such distribution based on the number of shares of Common

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Stock into which such holders' shares of Preferred Stock would have been convertible immediately prior to such distribution.

(i) The Company shall at all times reserve and keep available for issuance upon the conversion of the Preferred Stock, such number of its authorized but unissued shares of Common Stock as will from time to time be sufficient to permit the conversion of all outstanding shares of Preferred Stock, and shall take all action required to increase the authorized number of shares of Common Stock if at any time there shall be insufficient authorized but unissued shares of Common Stock to permit such reservation or to permit the conversion of all outstanding shares of Preferred Stock.

(j) The issuance or delivery of certificates for Common Stock upon the conversion of shares of Preferred Stock shall be made without charge to the converting holder of shares of Preferred Stock for such certificates or for any tax in respect of the issuance or delivery of such certificates or the securities represented thereby, and such certificates shall be issued or delivered in the respective names of, or in such names as may be directed by, the holders of the shares of Preferred Stock converted; provided, however, that the Company shall not be required to pay any tax which may be payable in respect of any transfer involved in the issuance and delivery of any such certificate in a name other than that of the holder of the shares of Preferred Stock converted, and the Company shall not be required to issue or deliver such certificate unless or until the Person or Persons requesting the issuance or delivery thereof shall have paid to the Company the amount of such tax or shall have established to the reasonable satisfaction of the Company that such tax has been paid.

9. Transfer Agent and Registrar. The duly appointed transfer agent and registrar (the "Transfer Agent") for the Preferred Stock shall be ChaseMellon Shareholder Services, L.L.C. The Company may, in its sole discretion, remove the Transfer Agent with 10 days, prior written notice to the Transfer Agent; provided, that the Company shall appoint a successor Transfer Agent who shall accept such appointment prior to the effectiveness of such removal.

10. Other Provisions.

10.1 With respect to any notice to a holder of shares of Preferred Stock required to be provided hereunder, neither failure to mail such notice, nor any defect therein or in the mailing thereof, to any particular holder shall affect the sufficiency of the notice or the validity of the proceedings referred to in such notice with respect to the other holders or affect the legality or validity of any distribution, rights, warrant, reclassification, consolidation, merger, conveyance, transfer, dissolution, liquidation or winding up, or the vote upon any such action. Any notice which was mailed in the manner herein provided shall be conclusively presumed to have been duly given whether or not the holder receives the notice.

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10.2 Shares of Preferred Stock issued and reacquired will be retired and canceled promptly after reacquisition thereof and, upon compliance with the applicable requirements of Delaware law, have the status of authorized but unissued shares of preferred stock of the Company undesignated as to series and may with any and all other authorized but unissued shares of preferred stock of the Company be designated or redesignated and issued or reissued, as the case may be, as part of any series of preferred stock of the Corporation, except that any issuance or reissuance of shares of Preferred Stock must be in compliance with this Certificate of Designation.

10.3 The shares of Preferred Stock shall be issuable in whole shares.

10.4 All notices periods referred to herein shall commence on the date of the mailing of the applicable notice.

IN WITNESS WHEREOF, the Company has caused this certificate to be signed and attested this 16th day of September, 1997.

METROMEDIA INTERNATIONAL GROUP, INC.

By: /s/ Stuart Subotnick
Name: Stuart Subotnick
Title: President and Chief Executive Officer

Attest:

/s/ Susan M. Klebanoff
Name: Susan M. Klebanoff
Title: Assistant Secretary

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State of Delaware
Secretary of State
Division of Corporations
Delivered 02:10 PM 01/06/2009
FILED 02:10 PM 01/06/2009
SRV 090008492 − 0674406 FILE

CERTIFICATE OF AMENDMENT
OF
CERTIFICATE OF INCORPORATION
OF
METROMEDIA INTERNATIONAL GROUP, INC.

Metromedia International Group, Inc., a corporation duly organized and existing under the laws of the State of Delaware (the "Corporation"), does hereby certify as follows:

1. The name of the Corporation is Metromedia International Group, Inc.

2. The original Certificate of Incorporation of the Corporation was filed with the Secretary of the State of Delaware on March 15, 1968 under the name "F. I., Inc."

3. The Certificate of Incorporation of the Corporation is hereby amended by deleting Article FIRST thereof in its entirety and replacing it with the following new Article FIRST:

"FIRST: The name of the Corporation is MIG, Inc."

4. The amendments to the Certificate of Incorporation of the Corporation set forth in the preceding paragraph have been duly adopted in accordance with the provisions of Section 242 of the General Corporation Law of the State of Delaware, the Board of Directors of the Corporation having adopted by written consent resolutions setting forth such amendment, declaring its advisability and directing that it be submitted to the stockholders of the Corporation for their approval, and the stockholders of the Corporation having approved and adopted such amendment at a special meeting held for that purpose.

[Signature page follows]

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IN WITNESS WHEREOF, the Corporation has caused this Certificate of Amendment of the Certificate of Incorporation of the Corporation to be executed by an authorized officer of the Corporation on this 4th day of November, 2008.

METROMEDIA INTERNATIONAL GROUP, INC.

By: /s/ Mark S. Haul
Name: Mark S. Haul
Title: President

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METROMEDIA INTERNATIONAL GROUP, INC.
INCORPORATED UNDER THE LAWS OF
THE STATE OF DELAWARE

BY-LAWS

ARTICLE I

OFFICES

The registered office of Metromedia International Group, Inc. (the "Corporation") in Delaware shall be at 32 Loockerman Square, Suite L-100 in the City of Dover, County of Kent, in the State of Delaware, and The Prentice-Hall Corporation System, Inc. shall be the resident agent of this Corporation in charge thereof. The Corporation may also have such other offices at such other places, within or without the State of Delaware, as the Board of Directors may from time to time designate or the business of the Corporation may require.

ARTICLE II

STOCKHOLDERS

Section 1. Annual Meeting. The annual meeting of stockholders for the election of directors and the transaction of any other business shall be held in the month of March, April or May on such date as may be designated by the Board of Directors, and in the absence of any such designation it shall be held on the second Tuesday of April each year, or as soon after such date as may be practicable, in such city and state and at such time and place as may be designated by the Board of Directors, and set forth in the notice of such meeting. If said day be a legal holiday, said meeting shall be held on the next succeeding business day.

Section 2. Special Meetings. Special meetings of the stockholders for any purpose may be called at any time by the Chairman or Vice Chairman of the Board of Directors. Special meetings shall be held at such place or places within or without the State of Delaware as shall from time to time be designated by the Board of Directors and stated in the notice of such meeting. At a special meeting no business shall be transacted and no corporate action shall be taken other than that stated in the notice of the meeting.

Section 3. Notice of Meetings. Written notice of the time, date and place of any stockholders' meeting and the purpose or purposes for which it is called, whether annual or special, shall be given to each stockholder entitled to vote thereat, by personal delivery or by mailing the same to him at his address as the same appears upon the records of the Corporation at least ten (10) days but not more than sixty (60) days before the day of the meeting. Notice of any adjourned meeting need not be given except by announcement at the meeting so adjourned, unless otherwise ordered in connection with such adjournment. Such further notice, if any, shall be given as may be required by law.

Section 4. Quorum. Any number of stockholders, together holding at least a majority of the shares of stock of the Corporation issued and outstanding and entitled to vote, who shall be present in person or represented by proxy at any meeting duly called, shall constitute a quorum for the transaction of all business, except as otherwise provided by law, by the Restated Certificate of Incorporation of the Corporation (the same, as it shall from time to time be in effect, is hereinafter referred to as the "Certificate of Incorporation") or by these By-laws.

Section 5. Adjournment of Meetings. If less than a quorum shall attend at the time for which a meeting shall have been called, the meeting may adjourn from time to time by a majority vote of the stockholders present or represented by proxy and entitled to vote. Any meeting at which a quorum is present may also be adjourned in like manner and for such time or upon such call as may be determined by a majority vote of the stockholders present or represented by proxy and entitled to vote. At any adjourned meeting at

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which a quorum shall be present, any business may be transacted and any corporate action may be taken which might have been transacted at the meeting as originally called.

Section 6. Voting List. The Secretary shall prepare and make, at least ten days before every meeting of stockholders, a complete list of the stockholders entitled to vote, arranged in alphabetical order and showing the address of each stockholder and the number of shares of each stockholder of each class of capital stock of the Corporation. Such list shall be open at the place where the meeting is to be held for said ten days, to the examination of any stockholder, and shall be produced and kept at the time and place of the meeting during the whole time thereof, and shall be subject to the inspection of any stockholder who may be present.

Section 7. Voting. Each stockholder entitled to vote at any meeting may vote either in person or by proxy, but no proxy shall be voted on or after three years from its date unless said proxy provides for a longer period. Unless otherwise provided in the Certificate of Incorporation, each stockholder entitled to vote shall at every meeting of the stockholders be entitled to one vote for each share of common stock registered in his name on the record of stock holders. If the Certificate of Incorporation provides for more than one vote for any share, on any matter, every reference in these By-laws or the General Corporation Law of the State of Delaware, as amended from time to time (the "GCL"), to a majority or other proportion of stock shall refer to such majority or other proportion of the votes of such stock. At all meetings of stockholders, the election of directors shall be determined by the affirmative vote of the plurality of shares present in person or by proxy and entitled to vote on the subject matter and all other matters, except as otherwise provided by statute, shall be determined by the affirmative vote of the majority of shares present in person or by proxy and entitled to vote on the subject matter. Voting at meetings of stockholders need not be by written ballot.

Section 8. Record Date of Stockholders. The Board of Directors is authorized to fix in advance a date not exceeding sixty days nor less than ten days preceding the date of any meeting of stockholders, or the date for the payment of any dividend, or the date for the allotment of rights, or the date when any change or conversion or exchange of capital stock shall go into effect, or a date in connection with obtaining the consent of stockholders for any purposes, as a record date for the determination of the stockholders entitled to notice of, and to vote at, any such meeting, and any adjournment thereof, or entitled to receive payment of any such dividend, or to any such allotment of rights, or to exercise the rights in respect of any such change, conversion or exchange of capital stock, or to give such consent, and, in such case, such stockholders and only such stockholders as shall be stockholders of record on the date so fixed shall be entitled to such notice of, and to vote at, such meeting, and any adjournment thereof, or to receive payment of such dividend, or to receive such allotment of rights, or to exercise such rights, or to give such consent, as the case may be, notwithstanding any transfer of any stock on the books of the Corporation, after such record date fixed as aforesaid.

Section 9. Conduct of Meetings. (a) The Chairman or Vice Chairman of the Board of Directors or, in their absence the President designated by the Chairman or Vice Chairman of the Board, shall preside at all regular or special meetings of stockholders. To the maximum extent permitted by law, such presiding person shall have the power to set procedural rules, including but not limited to rules respecting the time allotted to stockholders to speak, governing all aspects of the conduct of such meetings.

(b) Only persons who are nominated in accordance with the following procedures shall be eligible for election as directors. Nominations of persons for election to the Board of Directors of the Corporation may be made at an annual meeting or special meeting of stockholders (i) by or at the direction of the Board of Directors, (ii) by any nominating committee or person appointed by the Board of Directors or (iii) by any stockholder of the Corporation entitled to vote for the election of directors at the meeting who complies with the provisions of the following paragraph (persons nominated in accordance with (iii) above are referred to herein as "stockholder nominees").

In addition to any other applicable requirements, all nominations of stockholder nominees must be made by written notice given by or on behalf of a stockholder of record of the Corporation (the "Notice of Nomination"). The Notice of Nomination must be delivered personally to, or mailed to, and received at the principal executive office of the Corporation, addressed to the attention of the Secretary, (x) with respect to a Notice of Nomination for an annual meeting of stockholders, not less than sixty (60) days nor more than ninety (90) days prior to the first anniversary of the preceding year' s annual meeting of stockholders; provided,

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however, that in the event that the date of annual meeting of stockholders is advanced by more than thirty (30) days or delayed by more than sixty (60) days from such anniversary date, the Notice of Nomination must be so delivered not later than ten (10) days after the first date of public disclosure by the Corporation of the date of the annual meeting of stockholders and (y) with respect to a Notice of Nomination for a special meeting of stockholders, not later than ten (10) days after the first date of public disclosure by the Corporation of the date of the special meeting of stockholders. For purposes of this Section 9(b), public disclosure shall be deemed to be first made when disclosure of such date of the annual meeting or special meeting of stockholders is first made in a press release reported by the Dow Jones News Services, Associated Press or other comparable national news service, or in a document which has been publicly filed by the Corporation with the Securities and Exchange Commission pursuant to Sections 13, 14 or 15(d) of the Securities Exchange Act of 1934, as amended (the "Exchange Act") or any successor thereto. Such Notice of Nomination shall set forth (i) the name and record address of the stockholder proposing to make nominations, (ii) the class and aggregate number of shares of capital stock held of record, held beneficially and represented by proxy held by such person as of the record date for the meeting and as of the date of such Notice of Nomination, (iii) all information regarding each stockholder nominee that would be required to be set forth in a definitive proxy statement filed with the Securities and Exchange Commission pursuant to Section 14 of the Exchange Act, or any successor thereto, and the written consent of each such stockholder nominee to serve if elected, and (iv) all other information that would be required to be filed with the Securities and Exchange Commission if the person proposing such nominations were a participant in a solicitation subject to Section 14 of the Exchange Act or any successor thereto. The chairman of the meeting shall, if the facts warrant, determine and declare to the meeting, that any proposed nomination of a stockholder nominee was not made in accordance with the foregoing procedures and, if he should so determine, he shall declare to the meeting and the defective nomination shall be disregarded.

(c) At any annual meeting of stockholders, only such business shall be conducted as shall have been properly brought before the meeting. To be properly brought before an annual meeting of stockholders, (i) business must be specified in the notice of meeting (or any supplement thereto) given by or at the direction of the Board of Directors, (ii) otherwise properly brought before the meeting by or at the direction of the Board of Directors or (iii) otherwise properly brought before the meeting by a stockholder in accordance with the terms of the following paragraph (business brought before the meeting in accordance with (iii) above is referred to as "stockholder business").

In addition to any other applicable requirements, all proposals of stockholder business must be made by written notice given by or on behalf of a stockholder of record of the Corporation (the "Notice of Business"). The Notice of Business must be delivered personally to, or mailed to, and received at the principal executive office of the Corporation, addressed to the attention of the Secretary, not less than sixty (60) days nor more than ninety (90) days prior to the first anniversary of the preceding year' s annual meeting of stockholders; provided, however, that in the event that the date of annual meeting of stockholders is advanced by more than thirty (30) days or delayed by more than sixty (60) days from such anniversary date, the Notice of Business must be so delivered not later than ten (10) days after the first date of public disclosure by the Corporation of the date of the annual meeting of stockholders. For purposes of this Section 9(c), public disclosure shall be deemed to be first made when disclosure of such date of the annual meeting of stockholders is first made in a press release reported by the Dow Jones News Services, Associated Press or other comparable national news service, or in a document which has been publicly filed by the Corporation with the Securities and Exchange Commission pursuant to Sections 13, 14 or 15(d) of the Exchange Act or any successor thereto. Such Notice of Business shall set forth (i) the name and record address of the stockholder proposing such stockholder business, (ii) the class and aggregate number of shares of capital stock held of record, held beneficially and represented by proxy held by such person as of the record date for the meeting and as of the date of such Notice of Business, (iii) a brief description of the stockholder business desired to be brought before the annual meeting and the reasons for conducting such stock holder business at the annual meeting, (iv) any material interest of the stockholder in such stockholder business and (v) all other information that would be required to be filed with the Securities and Exchange Commission if the person proposing such stockholder business were a participant in a solicitation subject to Section 14 of the Exchange Act. Notwithstanding anything in these By-laws to the contrary, no business shall be conducted at the annual meeting of stockholders except in

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accordance with the procedures set forth in this Section 9(c), provided, however, that nothing in this Section 9(c) shall be deemed to preclude discussion by any stockholder of any business properly brought before the annual meeting in accordance with said procedure. At any special meeting of stockholders, only such business shall be conducted as shall have been brought before the meeting pursuant to the notice of meeting (or any supplement thereto) given by or at the direction of the Board of Directors. The chairman of the meeting shall, if the facts warrant, determine and declare to the meeting, that business was not properly brought before the meeting in accordance with the foregoing procedures and, if he should so deter mine, he shall declare to the meeting and any such business not properly brought before the meeting shall not be transacted.

ARTICLE III

DIRECTORS

Section 1. General Powers. Except as otherwise provided in the Certificate of Incorporation, the business and affairs of the Corporation shall be managed by or under the direction of the Board of Directors. The Board of Directors may adopt such rules and regulations, not inconsistent with the Certificate of Incorporation or these By-laws or applicable laws, as it may deem proper for the conduct of its meetings and the management of the Corporation. In addition to the powers expressly conferred by these By-laws, the Board of Directors may exercise all powers and perform all acts that are not required, by these By-laws or the Certificate of Incorporation or by statute, to be exercised and performed by the stockholders.

Section 2. Number, Election, and Terms of Office of Board of Directors. The business of the Corporation shall be managed by a Board of Directors consisting of not less than seven nor more than 15 persons. The exact number of directors within the minimum and maximum limitations specified in the preceding sentence shall be fixed from time to time by resolution adopted by a majority of the entire Board of Directors that would be in office, if no vacancy existed, whether or not present at a meeting. The directors shall be divided into three classes with the term of office of the first class to expire at the first annual meeting of stockholders of the Corporation next following the end of the Corporation’ s fiscal year ending December 31, 1995, the term of office of the second class to expire at the first annual meeting of stockholders of the Corporation next following the end of the Corporation’ s fiscal year ending December 31, 1996 and the term of office of the third class to expire at the first annual meeting of stockholders of the Corporation next following the end of the Corporation’ s fiscal year ending December 31, 1997. At each annual meeting of stockholders following such initial election as specified above, directors elected to succeed those directors whose terms expire shall be elected for a term of office to expire at the third succeeding annual meeting of stockholders after their election.

Section 3. Tenure. Notwithstanding any provisions to the contrary contained herein, each director shall hold office until his successor is elected and qualified, or until his earlier death, resignation or removal.

Section 4. Newly Created Directorships and Vacancies. Subject to the rights of the holders of any series of Preferred Stock then outstanding, newly created directorships resulting from any increase in the authorized number of directors or any vacancies in the Board of Directors resulting from death, resignation, retirement, disqualification, removal from office or other cause shall be filled by a majority vote of the remaining directors then in office, though less than a quorum, and directors so chosen shall hold office for a term expiring at the annual meeting of stockholders at which the term of the class to which they have been elected expires or, in each case, until their respective successors are duly elected and qualified. No decrease in the number of directors constituting the Board of Directors shall shorten the term of any incumbent director. When any director shall give notice of resignation effective at a future date, the Board of Directors may fill such vacancy to take effect when such resignation shall become effective.

Section 5. Removal of Directors. Any one or more or all of the directors may be removed, at any time, but only for cause by the holders of at least a majority in voting power of the then issued and outstanding shares of capital stock of the Corporation.

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Section 6. Election of Directors. Directors shall, except as otherwise required by statute or by the Certificate of Incorporation, be elected by a plurality of the votes cast at a meeting of stockholders by the holders of shares entitled to vote in the election, voting as a separate class.

Section 7. Regular Meetings. The Board of Directors shall hold an annual meeting for the purpose of organization and the transaction of any business immediately after the annual meeting of the stockholders, provided a quorum of Directors is present. Other regular meetings may be held at such times as may be determined from time to time by resolution of the Board of Directors.

Section 8. Special Meetings. Special meetings of the Board of Directors may be called by the Chairman of the Board of Directors, the Vice Chairman of the Board of Directors, by the President or by a majority of the Directors.

Section 9. Notice and Place of Meetings. Meetings of the Board of Directors may be held at the principal office of the Corporation, or at such other place as shall be stated in the notice of such meeting. Notice of any special meeting, and, except as the Executive Committee may unanimously recommend and the Board of Directors may other wise determine by resolution, notice of any regular meeting also, shall be mailed to each Director addressed to him at his residence or usual place of business at least four days before the day on which the meeting is to be held, or if sent to him at such place by telegraph or cable or delivered personally or by overnight mail service, telephone or telecopy not later than 24 hours before the time at which the meeting is to be held. Notice of the annual meeting of the Board of Directors shall not be required if it is held immediately after the annual meeting of the stockholders and if a quorum is present.

Section 10. Business Transacted at Meetings, Etc. Any business may be transacted and any corporate action may be taken at any regular or special meeting of the Board of Directors at which a quorum shall be present, whether such business or proposed action be stated in the notice of such meeting or not, unless special notice of such business or proposed action shall be required by statute.

Section 11. Quorum. A majority of the Board of Directors at any time in office shall constitute a quorum. At any meeting at which a quorum is present, the vote of a majority of the members present shall be the act of the Board of Directors unless the act of a greater number is specifically required by law or by the Certificate of Incorporation or these By-laws.

Section 12. Compensation. Each Director, in consideration of his or her service as such, shall be entitled to receive from the Corporation such amount per annum or such fees for attendance at Directors' meetings, or both, as the Board of Directors may from time to time determine, together with reimbursement for the reasonable out-of-pocket expenses, if any, incurred by such Director in connection with the performance of his or her duties. Nothing contained in this Section 12 shall preclude any Director from serving the Corporation or its subsidiaries in any other capacity and receiving proper compensation therefor.

Section 13. Action Without a Meeting. Any action required or permitted to be taken at any meeting of the Board of Directors, or of any committee thereof, may be taken without a meeting if all members of the Board or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of the proceedings of the Board or committee.

Section 14. Meetings Through Use of Communications Equipment. Members of the Board of Directors, or any committee designated by the Board of Directors, shall, except as otherwise provided by law, the Certificate of Incorporation or these By-laws, have the power to attend and participate in a meeting of the Board of Directors, or any committee, by means of a conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other, and such participation shall constitute presence in person at the meeting.

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ARTICLE IV

COMMITTEES

The following committees of the Board of Directors shall be constituted and exist with the membership, functions, powers and authorizations set forth below: Executive Committee and Audit Committee.

Section 1. Executive Committee. The Board of Directors shall, by resolution passed by a majority of the entire Board, designate two or more of their number to constitute an Executive Committee to hold office at the pleasure of the Board. The Executive Committee shall have reasonable access during normal working hours to all significant information (including all books and records) respecting the Corporation and its assets. Subject to the provisions of the GCL, the Executive Committee shall have and may exercise all of the powers of the Board of Directors in the management and affairs of the Corporation including, without limitation, the power and authority to declare a dividend, to authorize the issuance of stock or to adopt a certificate of ownership and merger in connection with the merger of the Corporation and any of its subsidiaries.

The membership of the Executive Committee may be changed at any time by a resolution of a majority of the entire Board of Directors.

Any person ceasing to be a Director shall ipso facto cease to be a member of the Executive Committee.

Any vacancy in the Executive Committee occurring from any cause whatsoever may be filled from among the Directors by a resolution of a majority of the entire Board of Directors.

Section 2. Audit Committee. The Board of Directors shall, by resolution passed by a majority of the entire Board, designate two or more of their number to constitute an Audit Committee to hold office at the pleasure of the Board. The function of the Audit Committee shall be (a) to review the professional services and independence of the Corporation' s independent auditors and the scope of the annual external audit as recommended by the independent auditors, (b) to ensure that the scope of the annual external audit is sufficiently comprehensive, (c) to review, in consultation with the independent auditors and the internal auditors, the plan and results of the annual external audit, the adequacy of the Corporation' s internal control systems and the results of the Corporation' s internal audits, (d) to review, with management and the independent auditors, the Corporation' s annual financial statements, financial reporting practices and the results of each external audit and (e) to undertake reasonably related activities to those set forth in clauses (a) through (d) of this Section 2. The Audit Committee shall also have the authority to consider the qualification of the Corporation' s independent auditors, to make recommendations to the Board of Directors as to their selection and retention and to review and resolve disputes between such independent auditors and management relating to the preparation of the annual financial statements.

Section 3. Other Committees. Other committees may be appointed by the Board of Directors, the members of which committees shall hold office for such time and have such powers and perform such duties as may from time to time be assigned to them by the Board of Directors; provided, however, that no such committee shall have any power not permitted to the Executive Committee under the GCL.

The membership of any committee of the Corporation may be changed at any time by the Board of Directors. Any vacancy in any committee occurring from any cause whatsoever may be filled from among the directors by the Board of Directors.

Section 4. Resignation. Any member of a committee may resign at any time by written notice to the Corporation. Such resignation shall be made in writing and shall take effect at the time specified therein, or, if no time be specified, at the time of its receipt by the President or Secretary. The acceptance of a resignation shall not be necessary to make it effective unless so specified therein.

Section 5. Quorum. A majority of the members of a committee shall constitute a quorum. The act of a majority of the members of a committee present at any meeting at which a quorum is present shall be the act of such committee. The members of a committee shall act only as a committee, and the individual members thereof shall not have any powers as such.

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Section 6. Record of Proceedings Etc. Each committee shall keep minutes of all meetings thereof, summarizing its acts and proceedings, and shall promptly report the same to the Board of Directors when and as required by the Board of Directors.

Section 7. Organization Meetings Notices Etc. A committee may hold its meetings at the principal office of the Corporation, or at any other place which a majority of the committee may at any time agree upon. Each committee may make such rules as it may deem expedient for the regulation and carrying on of its meetings and proceedings. Unless otherwise ordered by the Executive Committee, any notice of a meeting of such committee may be given by the Secretary of the Corporation or by the chairman of the committee and shall be sufficiently given if mailed to each member at his residence or usual place of business at least two days before the day on which the meeting is to be held, or if sent to him at such place by telegraph or cable or delivered personally or by telephone or by telecopy not later than 24 hours before the time at which the meeting is to be held.

Section 8. Compensation. The members of any committee shall be entitled to such compensation as may be allowed them by resolution of the Board of Directors.

ARTICLE V

OFFICERS

Section 1. Number. The Officers of the Corporation shall be a President, one or more Vice-Presidents, a Secretary, one or more Assistant Secretaries, a Treasurer, and one or more Assistant Treasurers, and such other officers as may be appointed in accordance with the provisions of Section 3 of this Article V. The Board of Directors in its discretion may also elect a Chairman of the Board of Directors and a Vice Chairman of the Board of Directors.

Section 2. Election Term of Office and Qualifications. The officers, except as provided in Section 3 of this Article V, shall be chosen annually by the Board of Directors. Each such officer shall, except as herein otherwise provided, hold office until his successor shall have been chosen and shall qualify. The Chairman of the Board of Directors and the Vice Chairman of the Board of Directors, if any, and the President shall be Directors of the Corporation, and should any one of them cease to be a Director, he shall ipso facto cease to be such officer. Except as otherwise provided by law, any number of offices may be held by the same person.

Section 3. Other Officers. Other officers, including one or more additional Vice-Presidents, Assistant Secretaries or Assistant Treasurers, may from time to time be appointed by the Board of Directors, which other officers shall have such powers and perform such duties as may be assigned to them by the Board of Directors.

Section 4. Removal of Officers. Any officer of the Corporation may be removed from office, with or without cause, by a vote of a majority of the Board of Directors.

Section 5. Resignation. Any officer of the Corporation may resign at any time by written notice to the Corporation. Such resignation shall take effect at the time specified therein, and if no time be specified, at the time of its receipt by the President or Secretary. The acceptance of a resignation shall not be necessary in order to make it effective, unless so specified therein.

Section 6. Filling of Vacancies. A vacancy in any office shall be filled by the Board of Directors.

Section 7. Compensation. The compensation of the officers shall be fixed by the Board of Directors, or by any committee upon whom power in that regard may be conferred by the Board of Directors.

Section 8. Chairman of the Board of Directors. The Chairman of the Board of Directors shall be a Director and shall preside at all meetings of the Board of Directors at which he shall be present, and shall have such power and perform such duties as are provided for herein and as may from time to time be assigned to him by the Board of Directors.

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Section 9. Vice Chairman of the Board of Directors. The Vice Chairman of the Board of Directors of the Corporation shall be a Director and shall, in the absence of the Chairman of the Board of Directors, preside, when present, at meetings of the Board of Directors, and shall have such powers and perform such duties as are provided for herein and as may from time to time be assigned to him by the Board of Directors or the Chairman.

Section 10. President. The President shall, when present, preside at all meetings of the stockholders, and, in the absence of the Chairman and the Vice Chairman of the Board of Directors, at all meetings of the Board of Directors. He shall have power to call special meetings of the Board of Directors or of the Executive Committee at any time. He shall be the chief executive officer of the Corporation, and shall have responsibility for the general direction of the business, affairs and property of the Corporation, and of its several officers, and shall have and exercise all such powers and discharge such duties as usually pertain to the office of President.

Section 11. Office of the Chairman. The Office of the Chairman shall be composed of the Chairman, the Vice Chairman and the President. The members of the Office of the Chairman shall have the authority to oversee the day-to-day management of the business and affairs of the Corporation, subject, however, to the control of the Board of Directors and the Executive Committee.

Section 12. Vice-Presidents. The Vice-Presidents, or any of them, shall, subject to the direction of the Board of Directors, at the request of the President or in his absence, or in case of his inability to perform his duties from any cause, perform the duties of the President, and, when so acting, shall have all the powers of, and be subject to all restrictions upon, the President. The Vice-Presidents shall also perform such other duties as may be assigned to them by the Board of Directors, and the Board of Directors may determine the order of priority among them.

Section 13. Secretary. The Secretary shall perform such duties as are incident to the office of Secretary, or as may from time to time be assigned to him by the Board of Directors, or as are prescribed by these By-laws.

Section 14. Treasurer. The Treasurer shall perform such duties and have powers as are usually incident to the office of Treasurer or which may be assigned to him by the Board of Directors.

ARTICLE VI

CAPITAL STOCK

Section 1. Issue of Certificates of Stock. Certificates of capital stock shall be in such form as shall be approved by the Board of Directors. They shall be numbered in the order of their issue and shall be signed by the Chairman of the Board of Directors, the President or one of the Vice-Presidents, and the Secretary or an Assistant Secretary or the Treasurer or an Assistant Treasurer, and the seal of the Corporation or a facsimile thereof shall be impressed or affixed or reproduced thereon; provided, however, that where such certificates are signed by a transfer agent or an assistant transfer agent or by a transfer clerk acting on behalf of the Corporation and a registrar, the signature of any such Chairman of the Board of Directors, President, Vice-President, Secretary, Assistant Secretary, Treasurer or Assistant Treasurer may be facsimile. In case any officer or officers who shall have signed, or whose facsimile signature or signatures shall have been used on any such certificate or certificates shall cease to be such officer or officers of the Corporation, whether because of death, resignation or otherwise, before such certificate or certificates shall have been delivered by the Corporation, such certificate or certificates may nevertheless be adopted by the Corporation and be issued and delivered as though the person or persons who signed such certificate or certificates, or whose facsimile signature or signatures shall have been used thereon, have not ceased to be such officer or officers of the Corporation.

Section 2. Registration and Transfer of Shares. The name of each person owning any share of the capital stock of the Corporation shall be entered on the books of the Corporation together with the number of shares of each class of capital stock held by him, the numbers of the certificates covering such shares and the dates of issue of such certificates. The shares of stock of the Corporation shall be transferable on the books of

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the Corporation by the holders thereof in person, or by their duly authorized attorneys or legal representatives, on surrender and cancellation of certificates for a like number of shares, accompanied by an assignment or power of transfer endorsed thereon or attached thereto, duly executed, and with such proof of the authenticity of the signature as the Corporation or its agents may reasonably require. A record shall be made of each transfer.

The Board of Directors may make other and further rules and regulations concerning the transfer and registration of certificates for stock and may appoint a transfer agent or registrar or both and may require all certificates of stock to bear the signature of either or both.

Section 3. Lost, Destroyed and Mutilated Certificates. The holder of any stock of the Corporation shall immediately notify the Corporation of any loss, theft, destruction or mutilation of the certificates therefor. The Corporation may issue a new certificate of stock in the place of any certificate theretofore issued by it alleged to have been lost, stolen or destroyed, and the Board of Directors may, in its discretion, require the owner of the lost, stolen or destroyed certificate, or his legal representatives, to give the Corporation a bond, in such sum not exceeding double the value of the stock and with such surety or sureties as they may require, to indemnify it against any claim that may be made against it by reason of the issue of such new certificate and against all other liability in the premises, or may remit such owner to such remedy or remedies as he may have under the laws of the State of Delaware.

ARTICLE VII

DIVIDENDS, SURPLUS, ETC.

The Board of Directors shall have power to fix and vary the amount to be set aside or reserved as working capital of the Corporation, or as reserves, or for other proper purposes of the Corporation, and, subject to the requirements of the Certificate of Incorporation, to determine whether any part of the surplus or net profits of the Corporation, if any, shall be declared as dividends and paid to the stockholders, and to fix the date or dates for the payment of dividends.

ARTICLE VIII

MISCELLANEOUS PROVISIONS

Section 1. Fiscal Year. The fiscal year of the Corporation shall commence on the first day of January and end on the last day of December, inclusive, or consist of such other 12 consecutive months as the Board of Directors may by resolution designate.

Section 2. Corporate Seal. The corporate seal shall be circular in form, with the name of the corporation in the circumference and the words and figures "Corporate Seal − 1968 − Delaware" in the center. The form of the corporate seal of the Corporation may be altered at the pleasure of the Board of Directors. The corporate seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

Section 3. Notices. Except as otherwise expressly provided, any notice required by these By-laws to be given shall be sufficient if given by depositing the same in a post office or letter box in a sealed postpaid wrapper addressed to the person entitled thereto at his address, as the same appears upon the books of the Corporation, or by telecopying, telegraphing or cabling the same to such person at such addresses; and such notice shall be deemed to be given at the time it is mailed, telecopied, telegraphed or cabled.

Section 4. Waiver of Notice. Any stockholder, Director or member of a committee may at any time, by writing or by telecopy, telegraph or by cable, waive any notice required to be given under these By-laws, and if any stockholder, Director or member of a committee shall be present at any meeting his presence shall constitute a waiver of such notice unless he shall appear solely for the purpose of objecting to the absence of notice and at the beginning of the meeting shall declare such right to the other stockholders, Directors or committee members then present.

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Section 5. Checks, Drafts, Etc. All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Corporation, shall be signed by such officer or officers, agent or agents of the Corporation, and in such manner, as shall from time to time be designated by resolution of the Board of Directors.

Section 6. Deposits. All funds of the Corporation shall be deposited from time to time to the credit of the Corporation in such bank or banks, trust companies or other depositories as may be selected by the Board of Directors or by such officers of the Corporation as may from time to time be designated by resolution of the Board of Directors. For the purpose of such deposit, checks, drafts, warrants and other orders for the payment of money which are payable to the order of the Corporation may be endorsed for deposit, assigned and delivered by any officer of the Corps ration, or by such agents of the Corporation as the Board of Directors or the President may authorize for that purpose.

Section 7. Voting Stock of Other Corporations. Except as otherwise ordered by the Board of Directors or the Executive Committee, the President or any Vice President, acting jointly with the Treasurer, shall have the full power and authority on behalf of the Corporation to attend and to act and to vote at any meeting of the stockholders of any corporation of which the Corporation is a stockholder and to execute a proxy to any other person to represent the Corporation at any such meeting, and at any such meeting, the President or any Vice President, acting jointly with the Treasurer, or the holder of any such proxy, as the case may be, shall possess and may exercise any and all rights and powers incident to ownership of such stock and which, as owner thereof, the Corporation might have possessed and exercised if present. The Board of Directors or the Executive Committee may from time to time confer like powers upon any other person or persons.

ARTICLE IX

AMENDMENTS

The Board of Directors may from time to time make, alter or repeal the By-laws by a vote of a majority of the entire Board of Directors that would be in office if no vacancy existed, whether or not present at a meeting; provided, however, that any By-laws made, amended or repealed by the Board of Directors may be amended or repealed, and any By-laws may be made, by the stockholders of the Corporation by vote of a majority of the holders of shares of stock of the Corporation entitled to vote in the election of Directors of the Corporation.

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Exhibit T3C

INDENTURE

Dated [[IssueDay]], 2010

Among

NEW MIG LLC,
As Issuer

And

[[THE BANK OF NEW YORK]],
As Trustee and Collateral Agent

[[$—]] VARIABLE RATE SENIOR SECURED NOTES DUE 2016

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Exhibit A:	Form of Initial Note
Exhibit B:	Form of Legend for Global Note

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INDENTURE, dated as of [[IssueDay]], 2010, among New MIG LLC, a Delaware limited liability company (the "Company"), and The Bank of New York, as trustee (in such capacity, the "Trustee"), collateral agent (in such capacity, the "Collateral Agent") and accounts bank (in such capacity, the "Accounts Bank").

WITNESSETH:

WHEREAS, the Company has duly authorized the issuance of Variable Rate Senior Secured Notes due 2016 and, to provide therefor, the Company has duly authorized the execution and delivery of this Indenture; and

WHEREAS, when the Notes are duly issued, executed, authenticated and delivered hereunder by the Company, all things necessary to make the Notes valid obligations of the Company and to make this Indenture a valid and binding agreement of the Company have been done.

NOW, THEREFORE, each party hereto covenants and agrees as follows for the benefit of the each other party hereto and the equal and ratable benefit of the respective Holders:

ARTICLE 1

DEFINITIONS AND INCORPORATION BY REFERENCE

Section 1.01 Definitions.

"Accounts Bank" means the party named as such in this Indenture until a successor replaces it in accordance with the provisions of this Indenture and thereafter means such successor.

"Accounts Property" means any funds, instruments, securities, financial assets or other assets from time to time held in any of the Collateral Accounts or credited thereto or otherwise in possession or control of the Accounts Bank pursuant to this Indenture.

"Affiliate" of any specified Person means any other Person directly or indirectly controlling or controlled by or under direct or indirect common control with such specified Person. For purposes of this definition, (1) "control", as used with respect to any Person, means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of such Person, whether through the ownership of voting securities, by agreement or otherwise and (2) the terms "controlling", "controlled by" and "under common control with" have meanings correlative with "control".

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"After-Acquired Property" means:

(a) any property acquired by the Company upon a transfer (including upon an Investment) from the Company of property that was Note Collateral immediately prior to the transfer; or

(b) any other property that is acquired or otherwise owned by the Company or a Subsidiary of the Company on or after the date of this Indenture.

"Agent" means any Paying Agent, Registrar or co-Registrar.

"Applicable Laws" means, for any Person or property of such Person, all existing and future applicable laws, rules, regulations (including proposed, temporary and final income tax regulations), statutes, treaties, codes, ordinances, permits, certificates, orders and licenses of and interpretations by any Governmental Authority (including, without limitation, usury laws, predatory lending laws, the Federal Truth in Lending Act, and Regulation Z and Regulation B of the Federal Reserve Board), and applicable judgments, decrees, injunctions, writs, orders or like action of any court, arbitrator or other administrative, judicial or quasi-judicial tribunal or agency of competent jurisdiction.

"Applicable Procedures" means, with respect to any transfer or exchange of or for beneficial interests in any Global Note, the rules and procedures of the Depository that apply to such transfer or exchange.

"Asset Sale" means:

(a) the sale, lease, conveyance or other disposition of (including by way of any merger or consolidation and including any loss, destruction, damage, condemnation, confiscation, requisition, seizure, forfeiture or taking of title to or use of) any assets of the Company; and

(b) Notwithstanding the preceding, none of the following will be deemed to be an Asset Sale:

(1) the sale or other disposition of cash or Cash Equivalents; and

(2) an Event of Loss.

"Attributable Debt", in respect of a Sale and Leaseback Transaction means, at the time of determination, the present value of the obligation of the lessee for net rental payments during the remaining term of the lease included in such Sale and Leaseback Transaction, including any period for which such lease has been extended or may, at the option of the lessor, be extended. Such present value shall be calculated

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using a discount rate equal to the rate of interest implicit in such Sale and Leaseback Transaction, determined in accordance with GAAP; provided, however, that if such Sale and Leaseback Transaction results in a Capital Lease Obligation, the amount of Indebtedness represented thereby will be determined in accordance with the definition of "Capital Lease Obligation."

"Bankruptcy Code" means the Bankruptcy Reform Act of 1978, as amended, and codified as 11 U.S.C. §§101, *et seq*.

"Board of Directors" means: (1) with respect to a corporation, the board of directors of the corporation or any committee thereof duly authorized to act on behalf of such board; (2) with respect to a partnership, the board of directors or other governing body of the general partner of the partnership; (3) with respect to a limited liability company, the board of directors or other governing body, and in the absence of same, the manager or board of managers or the managing member or members or any controlling committee of managing members thereof; and (4) with respect to any other Person, the board or committee of such Person or other individual or entity serving a similar function.

"Board Resolution" means a copy of a resolution certified by the Secretary or an Assistant Secretary of the applicable Person to have been duly adopted by the Board of Directors of such Person and to be in full force and effect on the date of such certification, and delivered to the Trustee. Unless otherwise specified herein, each reference to a Board Resolution will refer to a Board Resolution of the Company.

"Business Day" means a day that is not a Legal Holiday.

"Capital Lease Obligation" means, with respect to any Person, any obligation of such Person under a lease that is required to be capitalized for financial reporting purposes in accordance with GAAP; and the amount of Indebtedness represented by such lease at the time any determination is to be made shall be the amount of the liability in respect of such lease that would at that time be required to be capitalized on a balance sheet in accordance with GAAP; and the Stated Maturity thereof shall be the date of the last payment of rent or any other amount due under such lease prior to the first date upon which such lease may be prepaid by the lessee without payment of a penalty.

"Capital Stock" means: (1) in the case of a corporation, corporate stock; (2) in the case of an association or business entity that is not a corporation, any and all shares, interests, participations, rights or other equivalents (however designated) similar to corporate stock; (3) in the case of a partnership or limited liability company, partnership interests (whether general or limited) or membership interests; and (4) any other interest or participation that confers on a Person the right to receive a share of the profits and losses of, or distributions of assets of, the issuing Person.

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"Cash Equivalents" means:

(a) cash in the form of United States of America dollars received in the ordinary course of business;

(b) securities issued or directly and fully guaranteed or insured by the United States of America or any agency or instrumentality thereof (provided that the full faith and credit of the United States of America is pledged in support thereof) having maturities of not more than one year from the date of acquisition;

(c) dollar denominated time deposits, overnight deposits, demand deposits and certificates of deposit of any commercial bank having, or which is the principal banking subsidiary of a bank holding company having, a long-term unsecured debt rating of at least "A" or the equivalent thereof from S&P or "A2" or the equivalent thereof from Moody' s with maturities of not more than one year from the date of acquisition;

(d) dollar denominated time deposits, overnight deposits, demand deposits and certificates of deposit of any bank not meeting the qualifications specified in clause (c) above with maturities of not more than one year from the date of acquisition; provided, that the aggregate amount of such deposits with such banks and outstanding at any time shall not exceed $100,000;

(e) repurchase obligations for underlying securities of the types described in clause (b) above entered into with any bank meeting the qualifications specified in clause (c) above;

(f) commercial paper issued by any Person incorporated in the United States of America, any state thereof or the District of Columbia rated at least A-1 or the equivalent thereof by S&P or at least P-1 or the equivalent thereof by Moody' s and in each case maturing not more than one year after the date of acquisition;

(g) marketable direct obligations issued by the District of Columbia or any state of the United States of America or any political subdivision of any such state or any public instrumentality thereof maturing within one year from the date of acquisition and, at the time of acquisition, having one of the two highest ratings obtainable from either S&P or Moody' s; and,

(h) Investments in money market funds substantially all of whose assets are comprised of Cash Equivalents of the types described in clauses (b) through (g) above.

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"Cash Flow" means, for any period, the sum (without duplication) of the following: (a) all cash paid to the Company during such period in connection with any Permitted Business, (b) all interest and investment earnings paid to the Company or the Collateral Accounts during such period on amounts on deposit in the Collateral Accounts, (c) all cash paid to the Company during such period as insurance proceeds and (iv) all other cash paid to the Company during such period; provided, however, interest and investment earnings paid to the Company or the Collateral Accounts during such period on amounts on deposit in the Operating Account.

"Cash Interest" means the portion of an installment of interest due on an Interest Payment Date to be paid in cash as and to the extent provided for in Section 4.01.

"Close of Business" means 5:00 p.m., New York City time.

"Code" means the Internal Revenue Code of 1986, as amended.

"Collateral Agent" means the party named as such in this Indenture until a successor replaces it in accordance with the provisions of this Indenture and thereafter means such successor.

"Collateral Documents" means, collectively, the Security Agreement, the Stock Pledges and the Deposit Account Control Agreement, in each case, as the same may be in force from time to time.

"Collateral Monies" means all cash and Cash Equivalents received by the Collateral Agent pursuant to the Collateral Documents.

"Company" means the party named as such in this Indenture.

"Company Stock Pledge" means the Stock Pledge, dated as of the Issue Date, made by the Company in favor of the Collateral Agent, as amended or supplemented from time to time in accordance with its terms and the terms hereof.

"Confirmation Order" means that certain order confirming the Plan pursuant to Section 1129 of the Bankruptcy Code entered by the United States Bankruptcy Court for the District of Delaware on **[[DateConfirmation]]**.

"Corporate Trust Office" means the office of the Trustee specified in Section 12.02.

"Custodian" means any receiver, trustee, assignee, liquidator, sequestrator or any official appointed under the Bankruptcy Code similar to the foregoing.

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"Default" means any event that is, or with the passage of time or the giving of notice or both would be, an Event of Default.

"Deposit Account Control Agreement" means the Control Deposit Account Agreement, dated as of the Issue Date, by and between the Company, the Collateral Agent, and the Accounts Bank, as amended or supplemented from time to time in accordance with its terms and the terms hereof.

"Depository" means DTC.

"DTC" means The Depository Trust Company, New York its nominees and successors.

"Effective Date" mean the Effective Date of the Plan.

"Equity Interests" means Capital Stock and all warrants, options or other rights to acquire Capital Stock (but excluding any debt security that is convertible into, or exchangeable for, Capital Stock).

"Excess Cash" means Excess Cash, as such term is defined in the Plan.

"Exchange Act" means the Securities Exchange Act of 1934, as amended, or any successor statute or statutes thereto, and the rules and regulations of the SEC promulgated thereunder.

"Event of Loss" means, with respect to any property or asset (tangible or intangible, real or personal) that constitutes Note Collateral, any of the following:

(a) any loss or destruction of, or damage to, such property or asset;

(b) any institution of any proceedings for the condemnation or seizure of, or for the exercise of any right of eminent domain with respect to, such property or asset;

(c) any actual condemnation, seizure or taking by exercise of the power of eminent domain or otherwise of such property or asset, or confiscation of such property or asset or the requisition of the use of such property or asset; or

(d) any settlement in lieu of clauses (b) or (c) above.

"Fair Market Value" means the price that would be paid in an arm' s-length transaction between an informed and willing seller under no compulsion to sell and an informed and unaffiliated willing buyer under no compulsion to buy in a transaction not involving distress or necessity of either party and without application of

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"minority discount" or other deduction for the absence of rights to control or otherwise manage the asset being valued. "Fair Market Value" shall be determined, except as otherwise provided in this Indenture, in good faith (a) by any Officer, if Fair Market Value is equal to or less than $5.0 million or (b) by the Board of Directors of the Company, whose determination shall be conclusive if evidenced by a resolution of the Board of Directors, if Fair Market Value exceeds $5.0 million.

"GAAP" means generally accepted accounting principles as set forth in the Financial Accounting Standards Board' s FASB Statement No. 168, "The FASB Accounting Standards Codification," the opinions and pronouncements of the Accounting Principles Board of the American Institute of Certified Public Accountants and the statements and pronouncements of the Financial Accounting Standards Board, or in such other statements by such other entity as have been approved by a significant segment of the accounting profession which are in effect from time to time.

"Governmental Approval" means any authorization, consent, approval, license, lease, ruling, permit, certification, exemption, filing for registration by or with any Governmental Authority.

"Governmental Authority" means any nation, state, sovereign, or government, any federal, regional, state, local or political subdivision and any entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government.

"Guarantee" means, as to any Person, a guarantee other than by endorsement of negotiable instruments for collection or deposit in the ordinary course of business, direct or indirect, in any manner, including by way of a pledge of assets or through letters of credit or reimbursement agreements in respect thereof, of all or any part of any Indebtedness of another Person (whether arising by virtue of partnership arrangements or by agreements to keep-well, to purchase assets, goods, securities or services or to maintain such other Person' s financial condition or otherwise).

"Global Note" means a Note evidencing all or a part of the Notes issued to the Depository in accordance with Section 2.01 and bearing the legend prescribed in Exhibit B.

"Holder" means a Person in whose name a Note is registered.

"Indebtedness" means, with respect to any specified Person, at any date of determination (without duplication): (a) any indebtedness of such Person (excluding accrued expenses and trade payables), whether or not contingent, (1) in respect of borrowed money; (2) evidenced by bonds, loans, debentures or similar instruments or letters of credit (or reimbursement agreements in respect thereof); (3) in respect of bankers' acceptances; or (4) representing Capital Lease Obligations; and (b) all

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Obligations of such Person issued or assumed as the deferred purchase price of property, all conditional sale obligations and all Obligations under any title retention agreement (but excluding trade accounts payable and other accrued liabilities arising in the ordinary course of business that are not overdue by 90 days or more or are being contested in good faith by appropriate proceedings promptly instituted and diligently conducted), if and to the extent any of the preceding items (other than letters of credit or Attributable Debt) would appear as a liability upon a balance sheet of the specified Person prepared in accordance with GAAP.

In addition, the term "Indebtedness" includes: (A) such portion of the Indebtedness of others secured by a Lien on any asset of the specified Person (whether or not such Indebtedness is assumed by the specified Person) as shall equal the lesser of (x) the Fair Market Value of such asset as of the date of determination and (y) the amount of such Indebtedness; and, (B) to the extent not otherwise included, the Guarantee by the specified Person of any Indebtedness of any other Person.

"Indenture" means this Indenture, as amended or supplemented from time to time in accordance with the terms hereof.

"Indenture Documents" means, collectively, this Indenture, the Notes and the Collateral Documents.

"Initial Note" means (i) the Global Note that is originally issued on the Issue Date in the aggregate principal amount of [[$−]] and (ii) any Notes issued on any Interest Payment Date pursuant to Section 2.02 in partial payment of the interest accrued on any Initial Note that is due and payable on such Interest Payment Date.

"Insider" means "insider" as defined in section 101(31) of the Bankruptcy Code.

"Intercompany Debt" means any Indebtedness owing by any of the Company or any Affiliate of the Company to the Company or any Affiliate of the Company.

"Interest Payment Date" means the stated maturity of an installment of interest on the Notes.

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“Interest Rate” means the “Percentage” with respect to any “Date Range” on the table below:

Date Range	*Percentage*
Issue Date through [[IssueDay]], 2013	[15.5] %
[[IssueDay]], 2013 through [[IssueDay]], 2014	[17.5] %
[[IssueDay]], 2014 through [[IssueDay]], 2016	[20.0] %

“Investments” means, with respect to any Person, all direct or indirect investments by such Person in other Persons (including Affiliates) in the forms of a loan (including Guarantees or other obligations), advances or capital contributions (excluding commission, travel and similar advances to officers and employees made in the ordinary course of business), and purchases or other acquisitions for consideration of Indebtedness, Equity Interests or other securities of such other Person together with all items that are or would be classified as investments on a balance sheet prepared in accordance with GAAP. The acquisition by the Company of a Person that holds an Investment in a third Person will be deemed to be an Investment by the Company in such third Person in an amount equal to the Fair Market Value of the Investments held by the acquired Person in such third Person in an amount determined as provided in the last paragraph of Section 4.10. Except as otherwise provided in this Indenture, the amount or Fair Market Value of an Investment will be determined at the time the Investment is made and without giving effect to subsequent changes in value.

“Issue Date” means [[IssueDay]], 2010.

“Issue Date Opinions” means the Opinions of Counsel addressed and delivered to the Trustee and the Collateral Agent on the Issue Date.

“Law” means, with respect to any Governmental Authority, any constitutional provision, law, statute, rule, regulation, ordinance, treaty, order, decree, judgment, decision, common law, holding, injunction, Governmental Approval or requirement of such Governmental Authority along with the interpretation and administration thereof by any Governmental Authority charged with the interpretation or administration thereof unless the context clearly requires otherwise, the term shall include each of the foregoing (and each provision thereof) as in effect at the time in question, including any amendments, supplements, replacements, or other modifications thereto or thereof, and whether or not in effect as of the date of this Indenture.

“Lien” means, with respect to any asset, any mortgage, lien, pledge, charge, security interest or encumbrance of any kind in respect of such asset, whether or not filed, recorded or otherwise perfected under applicable law, including any conditional sale or other title retention agreement, any lease in the nature thereof, any option or other

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agreement to sell or give a security interest and any filing of or agreement to give any financing statement under the UCC (or equivalent statutes) of any jurisdiction.

"Maturity" means, with respect to any Note, the date on which the principal of such Note becomes due and payable as therein or herein provided, whether at the Maturity Date or by declaration of acceleration, call for redemption or otherwise.

"Maturity Date" means **[[IssueDay]]**, 2016.

"Moody' s" means Moody' s Investors Service, Inc. and its successors.

"Net Loss Proceeds" means the aggregate cash proceeds received by the Company in respect of any Event of Loss, including insurance proceeds, condemnation awards or damages awarded by any judgment, net of (a) the direct costs in recovery of such Net Loss Proceeds (including reasonable legal, accounting, appraisal and insurance adjuster fees and any relocation expenses incurred as a result thereof), (b) amounts required to be applied to the repayment of Indebtedness secured by a Lien on the asset or assets that were the subject of such Event of Loss, (c) any taxes paid or payable as a result thereof and (d) amounts taken by the Company or its Subsidiaries, as the case may be, as a reserve against any liabilities associated with such Event of Loss and retained by the Company or its Subsidiaries, as the case may be, after such Event of Loss, including liabilities related to environmental matters and liabilities under any indemnification obligations associated with such Event of Loss, all as determined in accordance with GAAP.

"Net Proceeds" means the aggregate cash proceeds received by the Company or any of its Subsidiaries in respect of any Asset Sale, net of (a) the direct costs relating to such Asset Sale, including legal, accounting and investment banking, broker or finder fees, and sales commissions incurred as a result of the Asset Sale, (b) any taxes paid or payable as a result of the Asset Sale, in each case, after taking into account any available tax credits or deductions and any tax sharing arrangements, (c) amounts required to be applied to the repayment of Indebtedness secured by a Lien on the asset or assets that were the subject of such Asset Sale, (d) any reserve for adjustment in respect of the sale price of such asset or assets established in accordance with GAAP or amount placed in an escrow account for purposes of such an adjustment and (e) escrowed amounts and amounts taken by the Company or its Subsidiaries as a reserve against liabilities associated with such Asset Sale, including pension and other post-employment benefit liabilities, liabilities related to environmental matters and liabilities under any indemnification obligations associated with such Asset Sale, all as determined in accordance with GAAP; provided that (1) excess amounts set aside for payment of taxes pursuant to clause (b) above remaining after such taxes have been paid in full or the statute of limitations therefor has expired and (2) amounts escrowed or initially held in reserve pursuant to clause (e) no longer so held, will, in the case of each of subclauses (a) and (b), at that time become Net Proceeds.

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"Note Collateral" means, collectively, all the property and assets of the Company that are from time to time subject to the Lien of the Collateral Documents.

"Note Collateral Required Date" means, as to any additional property or assets required to be added to the Note Collateral, the date 30 days after the first date on which any provision of this Indenture or any Collateral Document requires such additional property or assets so to be added to the Note Collateral.

"Note Custodian" means the Trustee, as custodian with respect to a Global Note, or any successor entity thereto.

"Note Lien" means, to the extent securing Note Obligations, a Lien granted pursuant to a Collateral Document as security for Note Obligations.

"Note Obligations" means the Notes and all other Obligations of the Company under this Indenture and the Collateral Documents.

"Notes" means the Variable Rate Senior Secured Notes due 2016 that are issued pursuant to this Indenture, as amended or supplemented from time to time in accordance with the terms hereof.

"Obligations" means all obligations for principal, premium, interest, penalties, fees, indemnifications, reimbursements, damages and other liabilities payable under the documentation governing any Indebtedness.

"Officer" means with respect to any Person, the Chief Executive Officer, the President, the Chief Financial Officer, the Chief Operating Officer, the Treasurer, any Assistant Treasurer, the Controller, the Secretary or any Vice President of such Person.

"Officer' s Certificate" means a certificate that has been signed by an Officer of the Company, meets the requirements of Section 12.05 and is delivered to the Trustee.

"Opinion of Counsel" means a written opinion of counsel who may be an employee of or counsel for the Trustee or the Company and shall be reasonably acceptable to the Trustee and that meets the requirements of Section 12.05.

"Permitted Business" means (1) the business of the Company and its Subsidiaries engaged in on the Issue Date and (2) any business or activity ancillary, reasonably related or complementary thereto.

"Permitted Investments" means:

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(1) any Investment in Cash Equivalents, including Permitted Cash Investments;

(2) cash or Cash Equivalents or other investment property deposited in the ordinary course of business to secure (or to secure letters of credit securing) the performance of statutory obligations (including obligations under worker' s compensation, unemployment insurance or similar legislation), surety or appeal bonds, leases, agreements or other obligations under arrangements with utilities, insurance agreements, construction agreements, performance bonds or other obligations of a like nature incurred in the ordinary course of business, in each case if (but only if) such obligations are not for borrowed money ("ordinary course deposits");

(3) receivables (including pursuant to extensions of trade credit) and prepaid expenses, in each case arising in the ordinary course of business; provided, however, that such receivables or prepaid expenses would be recorded as current assets of such Person in accordance with GAAP; and,

(4) Investments in existence on the Issue Date;

In connection with any assets or property contributed or transferred to any Person as an Investment, the value of such property and assets for purposes of this Indenture shall be equal to the Fair Market Value at the time of Investment.

"Permitted Refinancing Indebtedness" means any Indebtedness of the Company or any of its Subsidiaries issued in exchange for, or the net proceeds of which are used to refund, refinance, replace, defease or discharge, other Indebtedness of the Company or any of its Subsidiaries (other than Intercompany Debt).

"Person" means any individual, corporation, partnership, limited liability company, joint venture, association, joint-stock company, trust, unincorporated organization, government (or any agency or political subdivision thereof) or other entity.

"Physical Notes" means a Note that is not a Global Note.

"Plan" means that certain Joint Second Amended Chapter 11 Plan of Reorganization for MIG, Inc., filed in the case of *In re MIG, Inc.*, 09-12118 (KG), in the United States Bankruptcy Court for the District of Delaware, as amended or supplemented from time to time prior to entry of the Confirmation Order, including any exhibits, supplements, annexes, appendices and schedules thereto, as confirmed by such Bankruptcy Court pursuant to the Confirmation Order.

"Record Date" means any of the record dates specified in the Notes, whether or not a Legal Holiday.

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"Redemption Date" means, when used with respect to any Note to be redeemed, the date fixed for redemption of such Note pursuant to this Indenture and the Notes.

"Redemption Price" means, when used with respect to any Note to be redeemed, the price fixed for redemption of such Note pursuant to this Indenture and the Notes.

"S&P" means Standard & Poor' s Ratings Group, a division of The McGraw-Hill Companies, and its successors.

"Sale and Leaseback Transaction" means a transaction whereby a Person sells or otherwise transfers assets or properties and then or thereafter leases such assets or properties or any part thereof or any other assets or properties which such Person intends to use for substantially the same purpose or purposes as the assets or properties sold or otherwise transferred.

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

"Securities Act" means the Securities Act of 1933, as amended, or any successor statute or statutes thereto, and the rules and regulations of the SEC promulgated thereunder.

"Security Agreement" means the Security Agreement, dated as of the Issue Date, made by the Company in favor of the Collateral Agent, as amended or supplemented from time to time in accordance with its terms and the terms hereof.

"Stated Maturity" means, (a) with respect to any series of Indebtedness, the date specified in the documentation governing such Indebtedness as of the date such documentation was entered into as the fixed date on which the final installment of principal of such Indebtedness is due and payable and, (b) with respect to any scheduled installment of principal of or interest on any Indebtedness, the date specified in the documentation governing such Indebtedness as of the date such documentation was entered into as the fixed date on which such installment is due and payable and, in each case, will not include any contingent obligations to repay, redeem or repurchase any such installment of interest or principal prior to the date originally scheduled for the payment thereof.

"Stock Escrow Agreement" means the Stock Escrow Agreement, dated as of the Issue Date, by and between the Company, the Collateral Agent, and any other parties thereto, as amended or supplemented from time to time in accordance with its terms and the terms hereof.

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"Subsidiary" means, with respect to any specified Person: (1) any corporation, association or other business entity of which more than [ ]% of the total voting power of shares of Capital Stock entitled (without regard to the occurrence of any contingency and after giving effect to any voting agreement or stockholders' agreement that effectively transfers voting power) to vote in the election of directors, managers or trustees of the corporation, association or other business entity is at the time owned or controlled, directly or indirectly, by that Person or one or more of the other Subsidiaries of that Person (or a combination thereof); and (2) any partnership, (a) the sole general partner or the managing general partner of which is such Person or a Subsidiary of such Person or (b) the only general partners of which are such Person or one or more Subsidiaries of such Person (or any combination thereof).

"Tax" or "Taxes" means any present or future taxes (including income, gross receipts, license, payroll, employment, excise, severance, stamp, documentary, occupation, premium, windfall profits, environmental, capital stock, franchise, profits, withholding, social security (or similar), unemployment, disability, real property, personal property, sales, use, transfer, registration, value-added, ad valorem, alternative or add-on minimum, estimated, or other tax of any kind whatsoever), levies, imposts, withholding, duties, fees or charges imposed by any government or any governmental agency or instrumentality or any international or multinational agency or commission, including any interest, penalty, or addition thereto.

"TIA" means the Trust Indenture Act of 1939 (15 U.S.C. Sections 77aaa-77bbbb), as amended and in effect on the Issue Date.

"Trust Officer" means any officer of the Trustee assigned by the Trustee to administer this Indenture or, in the case of a successor trustee, an officer assigned to the department, division or group performing the corporation trust work of such successor and assigned to administer this Indenture.

"Trustee" means the party named as such in this Indenture until a successor replaces it in accordance with the provisions of this Indenture and thereafter means such successor.

"UCC" means the Uniform Commercial Code as adopted by the State of New York, NY UCC §§ 1-101, *et seq*., as the same may, from time to time, be in effect in the State of New York; provided, however, in the event that, by reason of mandatory provisions of law, any or all of the perfection or priority of the security in any Account Collateral is governed by the Uniform Commercial Code as in effect in a jurisdiction other than the State of New York, the term "UCC" shall mean the Uniform Commercial Code as in effect, from time to time, in such other jurisdiction for purposes of the provisions hereof relating to such perfection or priority and for purposes of definitions related to such provisions.

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"U.S. Government Obligations" means non-callable direct obligations of, and non-callable obligations guaranteed by, the United States of America for the payment of which the full faith and credit of the United States of America is pledged.

"U.S. Legal Tender" means such coin or currency of the United States of America which, as at the time of payment, shall be immediately available legal tender for the payment of public and private debts.

Section 1.02 Other Definitions.

Term	*Defined at*
Company	Page 7
Trustee	Page 18
Collateral Agent	Page 6
Notes	Page 13
Authenticating Agent	Section 2.02
Registrar	Section 2.03
Paying Agent	Section 2.03
Authentication Order	Section 2.02
Agent Members	Section 2.14
Register	Section 2.03
Payment Default	Section 6.01
Acceleration Notice	Section 6.02
Disregarded Noteholder	Section 2.09
Indemnified Party	Section 7.07
Legal Defeasance	Section 8.01
Covenant Defeasance	Section 8.01
Act	Section 9.07
Legal Holiday	Section 12.07

Section 1.03 Incorporation of TIA Definitions.

Whenever this Indenture refers to a provision of the TIA, the provision is incorporated by reference in and made a part of this Indenture. The following TIA terms used in this Indenture have the following meanings:

"indenture securities" means the Notes;

"indenture security Holder" means a Holder of a Note;

"indenture to be qualified" means this Indenture;

"indenture trustee" or "institutional trustee" means the Trustee; and

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"obligor" on the Notes means the Company, and any successor obligor upon the Notes.

All other terms used in this Indenture that are defined by the TIA, defined by the TIA reference to another statute or defined by SEC rule under the TIA have the meanings so assigned to them.

Section 1.04 Rules of Construction.

Unless the context otherwise requires:

(a) a term has the meaning assigned to it;

(b) an accounting term not otherwise defined has the meaning assigned to it in accordance with GAAP;

(c) "or" is not exclusive;

(d) words in the singular include the plural, and words in the plural include the singular;

(e) "herein", "hereof" and other words of similar import refer to this Indenture as a whole and not to any particular, Article, Section or other subdivision;

(f) when the words "includes" or "including" are used herein, they shall be deemed to be followed by the words "without limitation";

(g) all references to Sections or Articles refer to Sections or Articles of this Indenture unless otherwise indicated;

(h) provisions apply to successive events and transactions;

(i) Article and Section headings herein and the Table of Contents are for convenience only and shall not affect the construction hereof;

(j) references to sections of or rules under the Securities Act or the Exchange Act shall be deemed to include substitute, replacement or successor sections or rules adopted by the SEC from time to time; and,

(k) The term "corporation" includes corporations, associations, companies (including limited liability companies), partnerships and trusts or any similar entity.

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ARTICLE 2

THE NOTES

Section 2.01 Form and Dating.

(a) The Initial Note and the corresponding Trustee' s certificate of authentication shall be issued initially in the form of one or more permanent Global Notes in registered form, substantially in the form of Exhibit A, deposited with the Trustee, as custodian for the Depository, duly executed by the Company and authenticated by the Trustee as hereinafter provided. The Notes may have notations, legends or endorsements required by law, stock exchange rule or Depository rule or usage, or agreements to which the Company is subject, if any. The Company shall approve the form of the Notes and any notation, legend or endorsement on them. Each Note shall be dated the date of its authentication.

(b) The terms and provisions contained in the form of Note annexed hereto as Exhibit A shall constitute, and are hereby expressly made, a part of this Indenture and, to the extent applicable, the Company and the Trustee, by their execution and delivery of this Indenture, expressly agree to such terms and provisions and to be bound thereby. To the extent any provision of any Note conflicts with the express provisions of this Indenture, the provisions of this Indenture shall govern and be controlling.

(c) The aggregate principal amount of a Global Note may from time to time be increased or decreased by adjustments made on the records of the Registrar and simultaneous notation by the Depository, or the Trustee, as custodian for the Depository, of such increase or decrease on the schedule to such Global Note, all as hereinafter provided.

(e) Any Physical Notes, including physical notes issued in exchange for a beneficial interest in a Global Note as provided in Section 2.06, shall be typed, printed, lithographed or engraved or produced by any combination of these methods or may be produced in any other manner permitted by the rules of any securities exchange on which the Notes may be listed, all as determined by the officer executing such Notes, as evidenced by their execution thereof.

Section 2.02 Execution and Authentication.

(a) An Officer (who shall have been duly authorized by all requisite corporate actions) shall sign the Notes for the Company by manual or facsimile signature. If an Officer whose signature is on a Note was an Officer at the time of such execution but no longer holds that office or position at the time the Trustee authenticates the Note, the Note shall nevertheless be valid.

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(b) A Note shall not be valid until an authorized signatory of the Trustee manually signs the certificate of authentication on the Note. The signature shall be conclusive evidence, and the only evidence, that the Note has been authenticated under this Indenture.

(c) On the Issue Date, the Trustee shall authenticate and deliver for original issue a Global Note in the principal amount of [[$−]], upon a written order of the Company in the form of an Officer' s Certificate, which shall specify the amount of the Note to be authenticated and the date on which the Note is to be authenticated (an "Authentication Order").

(d) [RESERVED]

(e) [RESERVED]

(f) The Company shall deliver to the Trustee an Authentication Order requesting the Trustee to authenticate, and, upon receipt of such Authentication Order, the Trustee shall authenticate, Notes upon exchange for other Notes in accordance with Section 2.06, Section 3.07, or Section 9.05.

(g) At the same time as the Registrar registers on its records an increase or decrease in the principal amount of any Global Note, the Trustee, as custodian for the Depository, shall notate such increase or decrease on the schedule of increases or decreases to such Global Note.

(h) All Notes issued under this Indenture shall vote and consent together on all matters as one class and no series of Notes shall have the right to vote or consent as a separate class on any matter.

(i) The Trustee may appoint an authenticating agent (the "Authenticating Agent") reasonably acceptable to the Company to authenticate Notes. Unless otherwise provided in the appointment, an Authenticating Agent may authenticate Notes whenever the Trustee may do so. Each reference in this Indenture to authentication by the Trustee includes authentication by such Authenticating Agent. An Authenticating Agent has the same rights as an Agent to deal with the Company and Affiliates of the Company.

(j) The Notes shall be issuable in fully registered form only, without coupons, in integral multiples of $1.00 rounded up the nearest whole dollar.

(k) [RESERVED].

(l) [RESERVED].

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Section 2.03 Registrar and Paying Agent.

(a) The Company shall maintain (i) an office or agency where Notes may be presented for registration of transfer or for exchange (the "Registrar") and (ii) an office or agency in the Borough of Manhattan, The City of New York, the State of New York where Notes may be presented or surrendered for payment (the "Paying Agent"). The Registrar shall keep a register of the Notes and of their registration of transfer and exchange (the "Register"). The Company may have one or more co-registrars and one or more additional paying agents. The term "Registrar" includes any co-registrars.

(b) The Company shall enter into an appropriate agency agreement with any Agent not a party to this Indenture, which shall incorporate the terms of the TIA and implement the provisions of this Indenture that relate to such Agent. The Company shall notify the Trustee in writing, in advance, of the name and address of any such Agent. If the Company fails to maintain a Registrar or Paying Agent, or fails to give the foregoing notice, the Trustee shall act as such and shall be entitled to appropriate compensation therefor pursuant to Section 7.07.

(c) The Company initially appoints the Trustee as Registrar, Paying Agent and agent for service of demands and notices in connection with the Notes. The Paying Agent or Registrar may resign upon thirty (30) days' written notice to the Company.

Section 2.04 Obligations of Paying Agent.

The Company shall require each Paying Agent other than the Trustee to agree in writing that such Paying Agent shall hold in trust for the benefit of the Holders or the Trustee all assets held by the Paying Agent for the payment of principal of, or interest on, the Notes (whether such assets have been distributed to it by the Company or any other obligor on the Notes), and the Paying Agent shall promptly notify the Trustee in writing of any Default by the Company (or any other obligor on the Notes) in making any such payment. The Company at any time may require a Paying Agent to distribute all assets held by it to the Trustee and account for any assets disbursed and the Trustee may at any time during the continuance of any payment Default, upon written request to a Paying Agent, require such Paying Agent to distribute all assets held by it to the Trustee and to account for any assets distributed. Upon receipt by the Trustee of all assets that shall have been delivered by the Company (or any other obligor on the Notes) to the Paying Agent, the Paying Agent shall have no further liability for such assets.

If the Company or one of its Subsidiaries acts as Paying Agent, it shall segregate and hold in a separate trust fund for the benefit of the Holders all assets held by it as Paying Agent.

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Section 2.05 Holder Lists.

The Trustee shall preserve in as current a form as is reasonably practicable the most recent list available to it of the names and addresses of Holders and shall otherwise comply with TIA Section 312(a). If the Trustee is not the Registrar, the Company shall furnish, or cause the Registrar to furnish, to the Trustee, at least five Business Days before each Interest Payment Date and at such other times as the Trustee may request in writing, a list in such form and as of such date as the Trustee may reasonably require of the names and addresses of Holders and the Company shall otherwise comply with TIA Section 312(a).

Section 2.06 [RESERVED].

Section 2.07 Replacement Notes.

(a) If a mutilated Note is surrendered to the Registrar or if the Holder of a Note claims that the Note has been lost, destroyed or wrongfully taken, the Company shall issue and the Trustee shall authenticate a replacement Note if the requirements of Section 8-405 of the UCC are met, such that the Holder (i) satisfies the Company or the Trustee within a reasonable time after such Holder has notice of such loss, destruction or wrongful taking and the Registrar does not register a transfer prior to receiving such notification, (ii) makes such request to the Company or the Trustee prior to the Note being acquired by a protected purchaser as defined in Section 8-303 of the UCC and (iii) satisfies any other reasonable requirements of the Trustee.

(b) If required by the Trustee, such Holder shall furnish an indemnity or a security bond sufficient in the judgment of the Trustee to protect the Company, the Trustee, the Paying Agent and the Registrar from any loss which any of them may suffer if a Note is replaced. The Trustee may charge the Holder for their expenses in replacing a Note. Every replacement Note is an additional obligation of the Company and shall be entitled to all of the benefits of this Indenture equally and proportionally with all other Notes duly issued hereunder. The provisions of this Section are exclusive and shall preclude (to the extent lawful) all other rights and remedies with respect to the replacement or payment of mutilated, lost, destroyed or wrongfully taken Notes.

Section 2.08 Outstanding Notes; Consent Provisions.

(a) Notes outstanding at any time are all Notes authenticated by the Trustee except for those canceled by it, those reductions in the interest in a Global Note effected by the Trustee in accordance with the provisions of this Indenture, those delivered to it for cancellation and those described in this Section as not outstanding. Except as set forth in Section 2.09, a Note does not cease to be outstanding because the Company or an Affiliate of the Company holds the Note.

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(b) If a Note is replaced pursuant to Section 2.07 (other than a mutilated Note surrendered for replacement), it ceases to be outstanding unless the Trustee and the Company receive proof satisfactory to them that the replaced Note is held by a protected purchaser, as defined in Section 8-303 of the UCC. A mutilated Note ceases to be outstanding upon surrender of such Note and replacement thereof pursuant to Section 2.07.

(c) If the principal amount of any Note is considered paid under Section 4.01, it ceases to be outstanding and interest on it ceases to accrue.

(d) If the Paying Agent (other than the Company or an Affiliate of the Company) segregates and holds in trust, in accordance with this Indenture, on a redemption date or maturity date money sufficient to pay all principal, premium, if any, and interest payable on that date with respect to the Notes (or portions thereof) to be redeemed or maturing, as the case may be, and no Paying Agent is prohibited from paying such money to the Holders on that date pursuant to the terms of this Indenture, then on and after that date such Notes (or portions thereof) shall cease to be outstanding and interest on them shall cease to accrue.

(e) The aggregate principal amount of the Notes, at any date of determination, shall be the principal amount of the Notes outstanding at such date of determination (as determined in accordance with this Section 2.08 and Section 2.09). With respect to any matter requiring consent, waiver, approval or other action of the Holders of a specified percentage of the principal amount of all the Notes then outstanding, such percentage shall be calculated, on the relevant date of determination, by dividing: (1) the principal amount, as of such date of determination, of Notes held by Holders that have so consented by (2) the aggregate principal amount, as of such date of determination, of the Notes then outstanding, in each case, as determined in accordance with this Section 2.08 and Section 2.09.

Section 2.09 [RESERVED].

Section 2.10 Temporary Notes.

Until Physical Notes are ready for delivery, the Company may prepare and execute and deliver and the Trustee shall authenticate temporary Notes upon receipt of a written order of the Company in the form of an Officer' s Certificate. The Officer' s Certificate shall specify the amount of temporary Notes to be authenticated and the date on which the temporary Notes are to be authenticated. Temporary Notes shall be substantially in the form of Physical Notes but may have variations that the Company considers appropriate for temporary Notes. Without unreasonable delay, the Company shall execute and deliver and the Trustee shall authenticate, upon receipt of a written order of the Company pursuant to Section 2.02, Physical Notes in exchange for

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temporary Notes. Until so exchanged, the temporary Notes shall be entitled to the same benefits under this Indenture as definitive Notes.

Section 2.11 Cancellation.

The Company at any time may deliver Notes previously authenticated hereunder which the Company has acquired in any lawful manner to the Trustee for cancellation. The Registrar and the Paying Agent shall forward to the Trustee any Notes surrendered to them for transfer, exchange or payment. The Trustee, or at the direction of the Trustee, the Registrar or the Paying Agent, and no one else, shall cancel all Notes surrendered for transfer, exchange, payment or cancellation. Subject to Section 2.07, the Company may not issue new Notes to replace Notes that it has paid or delivered to the Trustee for cancellation. If the Company shall acquire any of the Notes, such acquisition shall not operate as a redemption or satisfaction of the Indebtedness represented by such Notes unless and until the same are surrendered to the Trustee for cancellation pursuant to this Section. The Trustee shall dispose of all cancelled Notes in accordance with the Trustee' s customary procedures.

Section 2.12 CUSIP Numbers.

A "CUSIP" number shall be printed on the Notes, and the Trustee shall use the CUSIP number in notices of redemption, purchase or exchange as a convenience to Holders; provided that any such notice may state that no representation is made as to the correctness or accuracy of the CUSIP number printed in the notice or on the Notes and that reliance may be placed only on the other identification numbers printed on the Notes. The Company shall promptly notify the Trustee of any change in the CUSIP number.

Section 2.13 Deposit of Moneys.

Prior to 12:00 p.m. (noon) New York, New York time on each Interest Payment Date and the Maturity Date, the Company shall deposit with the Paying Agent U.S. Legal Tender sufficient to make payments, if any, of any principal, premium and interest due on such Interest Payment Date or the Maturity Date, as the case may be.

Section 2.14 Book-Entry Provisions for Global Notes.

(a) Each Global Note issued shall: (1) be registered in the name of the Depository or the nominee of such Depository, (2) be delivered to the Trustee as custodian for such Depository and (3) bear legends as set forth in Exhibit B. Members of, or participants in, the Depository ("Agent Members") shall have no rights under this Indenture with respect to any Global Note held on their behalf by the Depository, or the Trustee as its custodian, or under any Global Note, and the Depository may be treated by the Company, the Trustee and any agent of the Company or the Trustee as the absolute

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owner of the Global Note for all purposes whatsoever. Notwithstanding the foregoing, nothing herein shall prevent the Company, the Trustee or any agent of the Company or the Trustee from giving effect to any written certification, proxy or other authorization furnished by the Depository or impair, as between the Depository and its Agent Members, the operation of customary practices governing the exercise of the rights of a Holder of any Note.

(b) Transfers of Global Notes shall be limited to transfers in whole, but not in part, to the Depository, its successors or their respective nominees. Interests of beneficial owners in a Global Note may be transferred or exchanged in accordance with the Applicable Procedures of the Depository and the provisions of Section 2.15.

(c) Any beneficial interest in a Global Note that is transferred to a Person who takes delivery in the form of a beneficial interest in another Global Note shall, upon transfer, cease to be a beneficial interest in such first Global Note and become a beneficial interest in such other Global Note and shall thereafter be subject to all transfer restrictions, if any, and other procedures applicable to a beneficial interest in such other Global Note for as long as it remains such an interest.

(d) The Holder of a Global Note may grant proxies and otherwise authorize any Person, including Agent Members and Persons that may hold interests through Agent Members, to take any action which a Holder is entitled to take under this Indenture or the Notes.

Section 2.15 Special Transfer Provisions.

(a) The Registrar shall not register a transfer of any Note unless such transfer complies with the restrictions on transfer of such Note set forth in this Indenture. In connection with any transfer of Notes, each Holder agrees by its acceptance of the Notes to furnish the Registrar or the Company such certifications, legal opinions or other information as either of them may reasonably require to confirm that such transfer is being made pursuant to an exemption from, or a transaction not subject to, the registration requirements of the Securities Act; provided that the Registrar shall not be required to determine (but may rely on a determination made by the Company with respect to) the sufficiency of any such certifications, legal opinions or other information.

(b) The Trustee shall have no obligation or duty to monitor, determine or inquire as to compliance with any restrictions on transfer imposed under this Indenture or under applicable law with respect to any transfer of any interest in any security (including any transfers between or among Agent Members or beneficial owners of interests in any Global Note) other than to require delivery of such certificates, Opinions of Counsel and other documentation or evidence as are expressly required by, and to do so if and when expressly required by the terms of, this Indenture, and to examine the

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same to determine substantial compliance as to form with the express requirements hereof.

(c) The Registrar shall retain copies of all letters, notices and other written communications received by it pursuant to Section 2.14 or this Section. The Company shall have the right to inspect and make copies of all such letters, notices or other written communications at any reasonable time upon the giving of reasonable written notice to the Registrar.

(d) Neither the Trustee nor any Agent shall have any responsibility for any actions taken or not taken by DTC.

Section 2.16 Transfers of Global Note and Physical Notes.

A transfer of a Global Note or a Physical Note (including the right to receive principal and interest payable thereon) may be made only by the Registrar' s entering the transfer in the Register. Prior to such entry, the Company shall treat the person in whose name such Note is registered as the owner of the Note for all purposes.

Section 2.17 Defaulted Interest.

If the Company defaults in a payment of interest on the Notes, the Company shall pay defaulted interest (plus interest on such defaulted interest to the extent lawful) in any lawful manner at the rate provided in the Notes. The Company may pay the defaulted interest to the Persons who are Holders on a subsequent special record date. The Company shall fix or cause to be fixed any such special record date and payment date to the reasonable satisfaction of the Trustee and shall promptly mail to each Holder a notice that states the special record date, the payment date and the amount of defaulted interest to be paid.

Section 2.18 Computation of Interest.

(a) Interest payable hereunder with respect to the Notes shall be calculated on the basis of a 360-day year of twelve 30-day months.

(b) Each determination of an interest rate by the Trustee pursuant to any provision of this Indenture shall be conclusive and binding on the Company and the Holders in the absence of manifest error. The Trustee shall, at the request of the Company, deliver to the Company a statement showing the computations used by the Trustee in determining any interest rate.

(c) It is the intent of the Holders and the Company to conform to and contract in strict compliance with applicable usury law from time to time in effect. All agreements between the Holders and the Company are hereby limited by the provisions

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of this paragraph which shall override and control all such agreements, whether now existing or hereafter arising and whether written or oral. In no way, nor in any event or contingency (including but not limited to prepayment or acceleration of the maturity of any Notes), shall the interest taken, reserved, contracted for, charged, or received under this Indenture, under the Notes or otherwise, exceed the maximum nonusurious amount permissible under Applicable Law. If, from any possible construction of this Indenture or any other document, interest would otherwise be payable in excess of the maximum nonusurious amount, any such construction shall be subject to the provisions of this paragraph and such interest shall be automatically reduced to the maximum nonusurious amount permitted under Applicable Law, without the necessity of execution of any amendment or new document. If any Holder shall ever receive anything of value which is characterized as interest on the Notes under Applicable Law and which would, apart from this provision, be in excess of the maximum nonusurious amount, an amount equal to the amount which would have been excessive interest shall, without penalty, be applied to the reduction of the principal amount owing on the Notes and not to the payment of interest, or refunded to the Company or the other payor thereof if and to the extent such amount which would have been excessive exceeds such unpaid principal amount of the Notes. The right to demand payment of the Notes or any other amount required to be paid hereunder does not include the right to receive any interest which has not otherwise accrued on the date of such demand, and the Holders do not intend to charge or receive any unearned interest in the event of such demand. All interest paid or agreed to be paid to the Holders with respect to the Notes shall, to the extent permitted by Applicable Law, be amortized, prorated, allocated, and spread throughout the full stated term (including any renewal or extension) of the Notes so that the amount of interest on account of such indebtedness does not exceed the maximum nonusurious amount permitted by Applicable Law.

ARTICLE 3

REDEMPTION

Section 3.01 Optional Redemption.

(a) The Company may, at its option, redeem the Notes, in whole or in part, at any time and from time to time, at 100% of the principal amount thereof, plus accrued and unpaid interest thereon to (but not including) the Redemption Date (subject to any installment of interest thereon, the maturity of which is on or prior to the Redemption Date, being payable to Holders of record at the close of business on the relevant Record Date referred to in the Notes), subject to the conditions set forth in this Section.

(b) If the Company elects to redeem Notes pursuant to this Section, it shall, prior to mailing the notice of redemption referred to in Section 3.04 and at least 30 days but not more than 60 days prior to the Redemption Date (unless a shorter notice

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shall be satisfactory to the Trustee) furnish to the Trustee and Paying Agent an Officer' s Certificate setting forth the Redemption Date and the principal amount of the Notes to be redeemed and the clause of this Indenture pursuant to which the redemption shall occur.

Section 3.02 Mandatory Redemption.

(a) The Company shall not be required to make mandatory redemption with respect to the Notes, except as set forth in this Section 3.02.

(b) [Reserved]

(c) [RESERVED]

Section 3.03 Selection of Notes to Be Redeemed.

(a) [RESERVED]

(b) The Trustee shall promptly notify the Company in writing of the Notes selected for redemption pursuant to this Section and, in the case of any Note selected for partial redemption, the principal amount thereof, to be redeemed.

(c) [RESERVED].

(d) Provisions of this Indenture that apply to Notes called for redemption also apply to portions of Notes called for redemption.

Section 3.04 Notice of Redemption.

(a) At least 30 days but not more than 60 days before a Redemption Date, the Company shall mail or cause to be mailed a notice of redemption by first class mail, postage prepaid, to each Holder whose Notes are to be redeemed at such Holder' s registered address, with a copy to the Trustee and any Paying Agent. At the Company' s written request delivered at least fifteen days prior to the date such notice is to be given (unless a shorter period shall be acceptable to the Trustee), the Trustee shall give the notice of redemption in the Company' s name and at the Company' s expense, provided the Company provides the Trustee with all information required for such notice of redemption. Failure to give notice of redemption, or any defect therein, to any Holder of any Note selected for redemption shall not impair or affect the validity of the redemption of any other Note.

(b) Each notice of redemption shall identify the Notes to be redeemed and shall state:

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(2) the Redemption Price and the amount of accrued interest, if any, to be paid;

(3) the name and address of the Paying Agent;

(4) the CUSIP number;

(5) the place where such Notes called for redemption must be surrendered to the Paying Agent to collect the Redemption Price plus accrued interest, if any;

(6) that, unless the Company fails to deposit with the Paying Agent funds in satisfaction of the applicable Redemption Price plus accrued interest, if any, interest on Notes called for redemption ceases to accrue on and after the Redemption Date in accordance with Section 3.06, and the only remaining right of the Holder is to receive payment of the Redemption Price plus accrued interest, if any, upon surrender to the Paying Agent of the Notes redeemed;

(7) if any Note is being redeemed in part, the portion of the principal amount of such Note to be redeemed and that, after the Redemption Date, and upon surrender of such Note, a new Note or Notes in the aggregate principal amount equal to the unredeemed portion thereof shall be issued;

(8) if fewer than all the Notes are to be redeemed, the identification of the particular Notes (or portion thereof) to be redeemed, as well as the aggregate principal amount of Notes to be redeemed and the aggregate principal amount of Notes to be outstanding after such partial redemption;

(9) the Section of this Indenture pursuant to which the Notes are being redeemed; and

(10) [RESERVED].

(c) If any of the Notes to be redeemed is in the form of a Global Note, then the Company shall modify such notice only to the extent necessary to accord with the procedures of the Depository applicable to redemption.

Section 3.05 Effect of Notice of Redemption.

(a) Once notice of redemption is mailed in accordance with Section 3.04, Notes or portions thereof called for redemption shall become irrevocably due and payable on the Redemption Date and at the Redemption Price plus accrued interest thereon. Upon surrender to the Trustee or Paying Agent, such Notes or portions

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thereof called for redemption shall be paid at the Redemption Price plus accrued interest thereon to the Redemption Date, but installments of interest thereon, the maturity of which is on or prior to the Redemption Date, shall be payable to Holders of record at the close of business on the relevant Record Dates referred to in the Notes.

(b) No notice of any redemption may be subject to any conditions precedent or otherwise conditional.

Section 3.06 Deposit of Redemption Price.

(a) Not later than 12:00 p.m. (noon) local time in the place of payment on the Redemption Date, the Company shall deposit with the Paying Agent U.S. Legal Tender sufficient to pay the Redemption Price plus accrued and unpaid interest, if any, of all Notes or portions thereof to be redeemed on that date. The Paying Agent shall promptly return to the Company any U.S. Legal Tender so deposited which is not required for that purpose, except with respect to monies owed as obligations to the Trustee pursuant to Section 7.07.

(b) If the Company complies with the subsection (a) of this Section, then, unless the Company defaults in the payment of such Redemption Price plus accrued and unpaid interest, if any, interest on the Notes to be redeemed shall cease to accrue on and after the applicable Redemption Date, whether or not such Notes are presented for payment, and the only remaining right of the Holders of such Notes shall be to receive payment of the Redemption Price upon surrender to the Paying Agent of the Notes redeemed. If any Note called for redemption shall not be so paid upon surrender for redemption because of the failure of the Company to comply with subsection (a) of this Section, interest shall be paid on the unpaid principal, from the Redemption Date until such principal is paid, and to the extent lawful, on any interest not paid on such unpaid principal, in each case at the rate provided in the Notes and in Section 4.01 hereof.

Section 3.07 Notes Redeemed in Part.

Upon surrender of a Note that is to be redeemed in part, the Company shall execute and deliver and, upon receipt of an Authentication Order in accordance with Section 2.02, the Trustee shall authenticate for the Holder at the expense of the Company a new Note or Notes equal in principal amount to the unredeemed portion of the Note surrendered.

Section 3.08 Acquisition of Notes by Company, Affiliates.

(a) The Company and any Subsidiary thereof (or any Person acting on behalf of the foregoing) may at any time and from time to time acquire the Notes by means other than redemption, including by tender offer, open market purchases, negotiated transactions or otherwise, so long as such acquisition is not prohibited by

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applicable securities laws or regulations or the terms of this Indenture. In accordance with, and subject to, Section 2.11, the Company may deliver such acquired Notes to the Trustee for cancellation.

(b)

ARTICLE 4

COVENANTS

Section 4.01 Payment of Notes; Accrual of Interest.

(a) The Company shall pay the principal of and interest (including any interest accruing after the commencement of any bankruptcy, insolvency, or similar proceeding, whether or not a claim for post-filing or post-petition interest is allowed in such proceeding) on the Notes on the dates and in the manner provided in the Notes.

(b) An installment of principal or Cash Interest on the Notes payable shall be considered paid on the date it is due if the Trustee or Paying Agent (other than the Company or an Affiliate of the Company) holds at 12:00 p.m. (noon) New York, New York time on that date U.S. Legal Tender designated for and sufficient to pay the installment in full.

(c) [RESERVED]

(d) [RESERVED]

(e) [RESERVED]

(f) [RESERVED].

(g) [RESERVED].

(h) [RESERVED];

(i) Notwithstanding anything to the contrary contained in this Indenture, the Company may, to the extent it is required to do so by law, deduct or withhold income or other similar taxes imposed by the United States of America from principal or interest payments due hereunder.

Section 4.02 Maintenance of Registrar and Paying Agent.

The Company shall maintain a Registrar and Paying Agent required under Section 2.03. The Company shall give prior written notice to the Trustee and the Holders

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of the location, and any change in the location, of the Registrar and Paying Agent. If at any time the Company shall fail to maintain a Registrar or Paying Agent or shall fail to furnish the Trustee with the address thereof, such presentations and surrenders may be made or served at the Corporate Trust Office and the Company hereby appoints the Trustee as its agent to receive all such presentations and surrenders.

Section 4.03 Corporate Existence.

Except as otherwise permitted in this Indenture, the Company shall do or cause to be done, at its own cost and expense, all things necessary to preserve and keep in full force and effect its limited liability company existence in accordance with the respective organizational documents of the Company and the material rights (charter and statutory), licenses and franchises of the Company.

Section 4.04 Payment of Taxes and Other Claims.

The Company shall pay or discharge or cause to be paid or discharged, before the same shall become delinquent, (a) all material taxes, assessments and governmental charges (including withholding taxes and any penalties, interest and additions to taxes) levied or imposed upon it or its properties and (b) all material lawful claims for labor, materials and supplies that, if unpaid, might by law become a Lien upon its properties; provided, however, that the Company shall not be required to pay or discharge or cause to be paid or discharged any such tax, assessment, charge or claim whose amount, applicability or validity is being or shall be contested in good faith by appropriate proceedings properly instituted and diligently conducted for which adequate reserves, to the extent required under GAAP, have been taken.

Section 4.05 Maintenance of Properties and Insurance.

(a) The Company shall maintain its properties (including by the repair or replacement thereof) in good working order and condition (including by the repair or replacement thereof) in all material respects (subject to ordinary wear and tear); provided, however, that, subject to Section 4.23, nothing in this Section 4.05 shall prevent the Company from discontinuing the operation and maintenance of any of its properties, or disposing of them, if such discontinuance or disposal is, in the good faith judgment of the Board of Directors of the Company, desirable in the conduct of the business of the Company, taken as a whole, and is otherwise permissible under this Indenture.

(b) The Company shall maintain insurance (including appropriate self-insurance) against loss or damage of the kinds that, in the good faith judgment of the Company, are adequate and appropriate for the conduct of the business of the Company in a prudent manner, with reputable insurers or with the government of the United States of America or an agency or instrumentality thereof.

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(c) The Company shall cause the Collateral Agent to be named as an additional insured and loss payee (as applicable) with respect to all insurance maintained by the Company on the Note Collateral. The Company shall furnish to the Collateral Agent information relating to its property and liability insurance carriers consisting of (1) names of carriers, (2) policy amounts, (3) deductibles, (4) such other information as is customarily contained in "binders" for such insurance and (5) such other information as may be reasonably requested by the Trustee.

Section 4.06 Compliance Certificate; Notice of Default.

(a) The Company shall deliver to the Trustee, within 90 days after the end of each calendar year, an Officer's Certificate stating that a review of the activities of the Company during the preceding calendar year has been made under the supervision of the signing Officers (one of whom shall be the principal executive officer, principal financial officer or principal accounting officer) with a view to determining whether they have kept, observed, performed and fulfilled their obligations under this Indenture and further stating, as to each such Officer signing such certificate, that to the best of such Officer's actual knowledge the Company during such preceding calendar year have kept, observed, performed and fulfilled each and every condition and covenant under this Indenture and no Default or Event of Default occurred during such year and at the date of such certificate there is no Default or Event of Default that has occurred and is continuing or, if such signers do know of such Default or Event of Default, the certificate shall describe the Default or Event of Default and its status with particularity.

(b) The Company shall, so long as any Notes are outstanding, upon any Officer of the Company becoming aware of any Default or Event of Default, deliver to the Trustee and Collateral Agent an Officer's Certificate specifying such Default or Event of Default within 1 Business Day of such Officer becoming aware of such occurrence.

Section 4.07 Compliance with Laws.

The Company shall comply with all applicable statutes, rules, regulations, orders and restrictions of the United States of America, all states and municipalities thereof, and of any governmental department, commission, board, regulatory authority, bureau, agency and instrumentality of the foregoing, in respect of the conduct of its businesses and the ownership of its properties, except for such non-compliances as are not in the aggregate reasonably likely to have a material adverse effect on the financial condition or results of operations of the Company, taken as a whole, or the ability of the Company to perform its material obligations hereunder.

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Section 4.08 Reports to Holders.

(a) So long as any Notes are outstanding, the Company will furnish the Holders of the Notes, with a copy to the Trustee, all reports required under TIA Section 314.

(b) Whether or not required by the rules and regulations of the SEC, so long as any Notes are outstanding, the Company will furnish the Holders of the Notes, with a copy to the Trustee:

(1) [[Reserved]]

(2) [[Reserved]]

(b) Delivery to the Trustee of the foregoing reports, information and documents, and other reports pursuant to TIA Section 314(a), is for informational purposes only and the Trustee' s receipt of such shall not constitute constructive notice of any information contained therein or determinable from information contained therein, including the Company' s compliance with any of its covenants hereunder (as to which the Trustee is entitled to rely exclusively on Officer' s Certificates of the Company).

Section 4.09 Waiver of Stay, Extension or Usury Laws.

The Company covenants (to the extent that it may lawfully do so) that it shall not at any time insist upon, plead, or in any manner whatsoever claim or take the benefit or advantage of, any stay or extension law or any usury law or other law that would prohibit or forgive the Company from paying all or any portion of the principal of or interest on the Notes as contemplated herein, wherever enacted, now or at any time hereafter in force, or which may affect the covenants or the performance of this Indenture; and (to the extent that it may lawfully do so) the Company hereby expressly waives all benefit or advantage of any such law, and covenants that it shall not hinder, delay or impede the execution of any power herein granted to the Trustee, but shall suffer and permit the execution of every such power as though no such law had been enacted.

Section 4.10 [Reserved].

Section 4.11 [Reserved].

Section 4.12 [Reserved].

Section 4.13 [Reserved].

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Section 4.14 [Reserved].

Section 4.15 [Reserved].

Section 4.16 [Reserved].

Section 4.17 [Reserved].

Section 4.18 [Reserved].

Section 4.19 [Reserved].

Section 4.20 [Reserved].

Section 4.21 [Reserved].

Section 4.22 Payments for Consent.

The Company will not, directly or indirectly, pay or cause to be paid any consideration to or for the benefit of any Holder for or as an inducement to any consent, waiver or amendment of any of the terms or provisions of any Indenture Document unless such consideration is offered to be paid and is paid to all Holders that consent, waive or agree to amend in the time frame set forth in the solicitation documents relating to such consent, waiver or agreement.

Section 4.23 Impairment of Security Interest.

The Company will not take or omit to take any action which would adversely affect or impair in any material respect the Note Liens in favor of the Trustee with respect to the Note Collateral. The Company will not grant to any Person (other than the Trustee), or permit any Person (other than the Trustee) to retain, any interest whatsoever in the Note Collateral. the Company will not enter into any agreement that requires the proceeds received from any sale of Note Collateral to be applied to repay, redeem, defease or otherwise acquire or retire any Indebtedness of any Person, other than as permitted by this Indenture, the Notes and the Collateral Documents.

Section 4.24 [Reserved].

Section 4.25 [Reserved].

Section 4.26 Limitation on Sale and Leaseback Transactions.

The Company will not enter into any Sale and Leaseback Transaction.

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Section 4.27 [Reserved].

Section 4.28 After-Acquired Property.

If at any time the Company acquires or otherwise owns any After-Acquired Property, no later than the date 30 days after the Company or any Subsidiary of the Company acquires or first owns such After-Acquired Property (and subject to any provision hereof requiring any earlier action), the Company shall: (a) cause a valid and enforceable and perfected first priority Lien in or on such After-Acquired Property to have vested in the Collateral Agent, as security for the Note Obligations; and (b) have executed and delivered to the Collateral Agent the documents and certificates required by Section 10.01(g) or any other provision of this Indenture; and thereupon all provisions of this Indenture relating to the Note Collateral shall be deemed to relate to such After-Acquired Property to the same extent and with the same force and effect.

Section 4.29 [RESERVED].

Section 4.30 [RESERVED].

ARTICLE 5

[RESERVED]

Section 5.01 [Reserved].

Section 5.02 [Reserved].

ARTICLE 6

DEFAULT AND REMEDIES

Section 6.01 Events of Default.

Each of the following is an “Event of Default” (whatever the reason for such Event of Default and whether it shall be involuntary or be effected by operation of law):

(a) the failure to pay interest on any Notes when the same becomes due and payable, and such failure continues for a period of [ ] days;

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(b) the failure to pay the principal of or premium, if any, on any Notes, when such principal or premium, if any, becomes due and payable, at maturity, upon redemption or otherwise;

(c) [RESERVED];

(d) [RESERVED];

(e) default under any mortgage, indenture or instrument under which there may be issued or by which there may be secured or evidenced any Indebtedness for money borrowed by the Company or any of its Subsidiaries, whether such Indebtedness or guarantee now exists or is created after the Issue Date (but excluding Indebtedness owing to the Company), if that default:

(1) is caused by a failure to pay any portion of the principal of such Indebtedness when due and payable after the expiration of the grace period provided in such Indebtedness (a "Payment Default"); or

(2) results in the acceleration of such Indebtedness prior to its Stated Maturity (which acceleration is not rescinded, annulled or otherwise cured within 20 days of receipt by the Company or applicable Subsidiary of the Company of notice of any such acceleration), and, in each case, the principal (or face) amount of any such Indebtedness so due and payable or that has been accelerated, together with the principal (or face) amount that is so due and payable or that has been accelerated of any other such Indebtedness under which there has been a Payment Default or the Stated Maturity of which has been so accelerated, aggregates to $[ ] or more;

(g) the rendering of a final judgment or judgments (not subject to appeal) against the Company or any of its Subsidiaries, to the extent not covered or paid by insurance, in an amount in excess of $[ ], which judgments are not paid, waived, satisfied, discharged or stayed for a period of 20 consecutive days after the date on which the right to appeal has expired;

(h) the denial or disaffirmation by the Company in writing, of any material obligation of the Company or any of its Subsidiaries set forth in or arising under any Collateral Document (other than by reason of a release from such obligation or the Note Lien related thereto in accordance with the terms of this Indenture and the Collateral Documents);

(i) the Company (1) commences a voluntary case or proceeding under the Bankruptcy Code with respect to itself (or themselves), (2) consents to, acquiesces or fails to reasonably defend the entry of a judgment, decree or order for relief against it (or them) in an involuntary case or proceeding under the Bankruptcy Code, (3) consents to the appointment of a Custodian of it (or them) or for substantially all of its (or their)

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property, (4) consents to, acquiesces or fails to reasonably defend the institution of a bankruptcy or an insolvency proceeding against it (or them), (5) makes a general assignment for the benefit of its (or their) creditors or (6) takes any corporate action to authorize or effect any of the foregoing;

(j) a court of competent jurisdiction enters a judgment, decree or order for relief in respect of the Company in an involuntary case or proceeding under the Bankruptcy Code, which shall (1) approve as properly filed a petition seeking reorganization, arrangement, adjustment or composition in respect of the Company or its Subsidiaries, (2) appoint a Custodian of the Company or such Subsidiary or for substantially all of its (or their) property or (3) order the winding-up or liquidation of its (or their) affairs; and such judgment, decree or order shall remain unstayed and in effect for a period of 60 consecutive days;

(k) except as a result of the release of any Lien in accordance with the terms of this Indenture and the Collateral Documents, any Lien purported to be created by any Collateral Document with respect to any Note Collateral that, individually or in the aggregate, has a Fair Market Value in excess of $[ ](1) ceases to be in full force and effect, (2) ceases to give the Collateral Agent, for the benefit of the holders of the Note Obligations, the Liens, rights, powers and privileges purported to be created and granted thereby (including a perfected first priority security interest in and Lien on all of the Note Collateral thereunder) in favor of the Collateral Agent, or (3) is asserted by the Company not to be, a valid, perfected, first priority security interest in or Lien on the Note Collateral covered thereby;

Section 6.02 Acceleration.

(a) If an Event of Default (other than an Event of Default specified in Section 6.01(i) or (j)) shall occur and be continuing and has not been waived, the Trustee may, or at the written direction of Holders of at least [ ]% in aggregate principal amount of outstanding Notes voting as a single class shall, declare all unpaid principal of and premium, if any, and accrued interest on all the Notes to be due and payable by notice in writing to the Company and the Trustee (if given by the Holders) specifying the Event of Default and that it is a "notice of acceleration" (the "Acceleration Notice"), and the same shall become immediately due and payable.

(b) If an Event of Default specified in Section 6.01(i) or (j) shall occur and be continuing, then all unpaid principal of and premium, if any, and accrued interest on all of the outstanding Notes shall ipso facto become and be immediately due and payable without any declaration or other act on the part of the Trustee or any Holder.

(c) In the event of a declaration of acceleration of the Notes because an Event of Default described in Section 6.01(e) has occurred and is continuing, such declaration of acceleration of the Notes shall be automatically rescinded and annulled

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and such Event of Default under Section 6.01(e) shall be deemed not to have occurred or be continuing if both (1) either (x) the default giving rise to such Event of Default pursuant to Section 6.01(e) shall be remedied or cured pursuant to the terms of, or waived by the holders of, such Indebtedness or any consequent acceleration of such Indebtedness shall be rescinded, annulled or otherwise cured or (y) such Indebtedness shall have been discharged in full, in the case of clause (x) or (y), within 30 days after such declaration of acceleration of the Notes with respect thereto and (2) (A) the rescission and annulment of such acceleration of the Notes would not conflict with any judgment or decree and (B) all existing Events of Default, except nonpayment of principal, premium or interest on the Notes that became due solely because of such acceleration of the Notes, have been cured or waived.

(d) At any time after a declaration of or automatic acceleration with respect to the Notes as described in Section 6.02(a) and (b), the Holders of at least [ ]% in principal amount of the Notes voting as a single class may rescind and cancel such declaration and its consequences: (1) if the rescission would not conflict with any judgment or decree; (2) if all existing Events of Default, other than nonpayment of principal or interest on the Notes that has become due solely because of the acceleration of the Notes, have been cured or waived; (3) to the extent the payment of such interest is lawful, interest on overdue installments of interest and overdue principal and premium, if any, which has become due otherwise than by such declaration of acceleration, has been paid; (4) if the Company has paid each of the Trustee and the Collateral Agent its reasonable compensation and reimbursed each of the Trustee and the Collateral Agent for its reasonable expenses, disbursements and its advances; and (5) in the event of the cure or waiver of an Event of Default of the type described in specified in Section 6.01(i) or (j), the Trustee shall have received an Officer' s Certificate that such Event of Default has been cured or waived together with evidence confirming the requisite [ ]% vote of the Holders. No such rescission shall affect any subsequent Default or impair any right consequent thereto.

Section 6.03 Other Remedies.

(a) If an Event of Default occurs and is continuing, the Trustee may pursue any available remedy by proceeding at law or in equity to collect the payment of principal of, premium, if any, or interest on the Notes or to enforce the performance of any provision of the Notes, this Indenture, or any Collateral Document or to direct the Collateral Agent to exercise remedies with respect to the Note Collateral.

(b) The Trustee or the Collateral Agent may maintain a proceeding even if it does not possess any of the Notes or does not produce any of them in the proceeding. A delay or omission by the Trustee, the Collateral Agent or any Holder in exercising any right or remedy accruing upon an Event of Default shall not impair the right or remedy or constitute a waiver of or acquiescence in the Event of Default. No

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remedy is exclusive of any other remedy. All available remedies are cumulative to the extent permitted by law.

(c) If an Event of Default occurs, the Trustee, on behalf of the Holders of the Notes, in addition to any rights or remedies available to the Trustee under this Indenture, will be entitled to take (or instruct the Collateral Agent to take) such actions as the Trustee deems advisable to protect and enforce the rights of the Trustee, the Collateral Agent and the Holders in the Note Collateral.

(d) The Trustee will apply (or instruct the Collateral Agent to apply) the proceeds received by the Collateral Agent or the Trustee from any disposition of the Note Collateral in accordance with the provisions of Section 6.10.

Section 6.04 Waiver of Past Defaults.

Subject to Section 2.09, Section 6.07 and Section 9.02, the Holders of at least [ ]% in aggregate principal amount of the outstanding Notes voting as a single class may, on behalf of the Holders of all the Notes, rescind an acceleration or waive (including, without limitation, in connection with a purchase of, or tender offer or exchange offer for, Notes) any existing Default or Event of Default, and its consequences, except (other than as provided in Section 6.02(c) or (d)) a default in the payment of the principal of or premium, if any, or interest on any Notes or in respect of a covenant or provision which under this Indenture cannot be modified or amended without the consent of the Holder of each Note then outstanding. When a Default or Event of Default is waived, it is cured and ceases to exist and is deemed to have been cured and not to have occurred, and any Event of Default arising therefrom shall be deemed to have been cured and not to have occurred for every purpose of this Indenture, the Notes and the Collateral Documents, but no such waiver shall extend to any subsequent or other Default or Event of Default or impair any right consequent thereon.

Section 6.05 Control.

Subject to Section 2.09 and applicable law, the Holders of at least 50% in aggregate principal amount of the outstanding Notes voting as a single class may direct the time, method and place of conducting any proceeding for exercising any remedy available to the Trustee or the Collateral Agent, as the case may be, or exercising any trust or power conferred on the Trustee or the Collateral Agent, as the case may be, including any remedies provided for in Section 6.03. Subject to Section 7.01, however, the Trustee or the Collateral Agent, as the case may be, may refuse to follow any direction (which direction, if sent to the Trustee or the Collateral Agent, as the case may be, shall be in writing) that the Trustee or the Collateral Agent, as the case may be, reasonably believes conflicts with any applicable law, this Indenture, the Notes, or the Collateral Documents, that the Trustee or the Collateral Agent, as the case may be, determines may be unduly prejudicial to the rights of another Holder, or that may subject

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the Trustee or the Collateral Agent, as the case may be, to personal liability; provided that the Trustee or the Collateral Agent, as the case may be, may take any other action deemed proper by the Trustee or the Collateral Agent, as the case may be, which is not inconsistent with such direction (which direction, if sent to the Trustee or the Collateral Agent, as the case may be, shall be in writing).

Section 6.06 Limitation on Holders' Rights to Pursue Remedies.

(a) A Holder may not pursue any remedy with respect to this Indenture or the Notes unless:

(1) such Holder gives to the Trustee written notice of a continuing Event of Default;

(2) subject to Section 2.09, Holders of at least [[[ ]%]] in aggregate principal amount of the outstanding Notes voting as a single class make a written request to the Trustee to institute proceedings in respect of that Event of Default;

(3) such Holder or Holders offer to the Trustee security or indemnity reasonably satisfactory to the Trustee against any loss, liability or expense to be incurred in compliance with such request;

(4) the Trustee does not comply with the request within 60 days after receipt of the request and the offer and, if requested, the provision of security or indemnity; and

(5) during such 60 day period the Holders of at least [ ]% in aggregate principal amount of the outstanding Notes voting as a single class do not give the Trustee a written direction which, in the opinion of the Trustee, is inconsistent with the request.

(b) A Holder may not use this Indenture to prejudice the rights of another Holder or to obtain a preference or priority over such other Holder or to enforce any right under this Indenture, except in the manner herein provided and for the equal and ratable benefit of all such Holders.

Section 6.07 Rights of Holders to Receive Payment.

Notwithstanding any other provision of this Indenture, the right of any Holder to receive payment of principal of and interest on a Note, on or after the respective due dates expressed in such Note, or to bring suit for the enforcement of any such payment on or after such respective dates, shall not be impaired or affected without the consent of such Holder; provided that a Holder shall not have the right to institute any such suit for the enforcement of payment if, and to the extent, the institution or

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prosecution thereof or the entry of judgment therein would, under applicable law, result in the surrender, impairment, waiver or loss of the Note Lien upon any Note Collateral.

Section 6.08 Collection Suit by Trustee, Collateral Agent.

If an Event of Default in payment of principal of, premium, if any, or interest specified in Section 6.01(a) or (b) shall occur and be continuing, the Trustee and the Collateral Agent may recover judgment (1) in its own name and (2) (x) in the case of the Trustee, as trustee of an express trust or (y) in the case of the Collateral Agent, as collateral agent on behalf of each of the Holders, in each case against the Company or any other obligor on the Notes for the whole amount of principal, premium, if any, and accrued interest remaining unpaid, together with interest on overdue principal and, to the extent that payment of such interest is lawful, interest on overdue installments of interest at the rate set forth in Section 4.01 and such further amount as shall be sufficient to cover the costs and expenses of collection, including the reasonable compensation, expenses, disbursements and advances of the Trustee, the Collateral Agent and their respective agents and counsel and any other amounts due the Trustee under Section 7.07 and the Collateral Agent under the Collateral Documents.

Section 6.09 Trustee May File Proofs of Claim.

The Trustee and the Collateral Agent are authorized to file such proofs of claim and other papers or documents as may be necessary or advisable in order to have the claims of the Trustee or the Collateral Agent (including any claim for the reasonable compensation, expenses, disbursements and advances of the Trustee, the Collateral Agent, their respective agents and counsel) and the Holders allowed in any judicial proceedings relating to the Company or any other obligor upon the Notes, any of their respective creditors or any of their respective property and shall be entitled and empowered to collect and receive any monies or other property payable or deliverable on any such claims and to distribute the same, and any Custodian in any such judicial proceedings is hereby authorized by each Holder to make such payments to the Trustee or Collateral Agent and, in the event that the Trustee shall consent to the making of such payments directly to the Holders, to pay to the Trustee or Collateral Agent any amount due to it for the reasonable compensation, expenses, taxes, disbursements and advances of the Trustee, the Collateral Agent, their respective agents and counsel, and any other amounts due any such Person under the Collateral Documents and Section 7.07. The Company' s payment obligations under this Section 6.09 shall be secured in accordance with the provisions of Section 7.07. Nothing herein contained shall be deemed to authorize the Trustee or Collateral Agent to authorize or consent to or accept or adopt on behalf of any Holder any plan of reorganization, arrangement, adjustment or composition affecting the Notes or the rights of any Holder thereof, or to authorize the Trustee or the Collateral Agent, as the case may be, to vote in respect of the claim of any Holder in any such proceeding.

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Section 6.10 Priorities.

(a) If the Trustee collects any money or property pursuant to this Article 6, it shall pay out the money or property in the following order:

First: to the Trustee, the Collateral Agent, the Paying Agent and the Registrar for amounts due under Section 7.07 (including payment of all compensation and expenses, all liabilities incurred and all advances made by the Trustee or the Collateral Agent, as the case may be, and the costs and expenses of collection, including, without limitation, the reasonable attorneys' fees of the Trustee, the Collateral Agent, the Paying Agent and the Registrar);

Second: if Holders are forced to proceed against the Company directly without the Trustee or the Collateral Agent, to such Holders for their collection costs;

Third: to the Holders for amounts due and unpaid on the Notes for principal and accrued interest ratably, without preference or priority of any kind, according to the amounts due and payable on the Notes for principal and accrued interest respectively; and

Fourth: to the Company or any other obligor on the Notes, as their interests may appear, or as a court of competent jurisdiction may direct;

(b) The Trustee, upon prior written notice to the Company, may fix a record date and payment date for any payment to Holders pursuant to this Section 6.10.

Section 6.11 Undertaking for Costs.

All parties to this Indenture agree, and each Holder by its acceptance of its Note shall be deemed to have agreed, that in any suit for the enforcement of any right or remedy under this Indenture or in any suit against the Trustee or the Collateral Agent, as the case may be, for any action taken or omitted to be taken by it as Trustee or the Collateral Agent, as the case may be, a court in its discretion may require the filing by any party litigant in the suit of an undertaking to pay the costs of the suit, and the court in its discretion may assess reasonable costs, including reasonable attorneys' fees, against any party litigant in the suit, having due regard to the merits and good faith of the claims or defenses made by the party litigant. This Section 6.11 does not apply to a suit by the Trustee or the Collateral Agent, as the case may be, a suit by a Holder pursuant to Section 6.07, or a suit by a Holder or Holders of more than 10% in principal amount of the outstanding Notes voting as a single class.

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Section 6.12 Restoration of Rights and Remedies.

If the Trustee, the Collateral Agent or any Holder has instituted any proceedings to enforce any right or remedy under this Indenture and such proceeding has been discontinued or abandoned for any reason, or has been determined adversely to the Trustee, the Collateral Agent or such Holder, then (and in every such case), subject to any determination in such proceeding, the Company, the Trustee, the Collateral Agent and the Holders shall be restored severally and respectively to their former positions hereunder and thereafter all rights and remedies of the Trustee, the Collateral Agent and the Holders shall continue as though no such proceeding has been instituted.

Section 6.13 Rights and Remedies Cumulative.

Except as otherwise provided with respect to the replacement or payment of mutilated, destroyed, lost or stolen Notes in Section 2.07, no right or remedy herein conferred upon or reserved to the Trustee or to the Holders is intended to be exclusive of any other right or remedy, and every right and remedy shall, to the extent permitted by law, be cumulative and in addition to every other right and remedy given hereunder or now or hereafter existing at law or in equity or otherwise. The assertion or employment of any right or remedy hereunder, or otherwise, shall not prevent the concurrent assertion or employment of any other appropriate right or remedy.

Section 6.14 Delay or Omission not Waiver.

No delay or omission of the Trustee or the Collateral Agent or of any Holder of any Note to exercise any right or remedy accruing upon any Event of Default shall impair any such right or remedy or constitute a waiver of any such Event of Default or in acquiescence therein. Every right and remedy given by this Article 6 or by law to the Trustee or to the Holders may be exercised from time to time, and as often as may be deemed expedient, by the Trustee or by the Holders, as the case may be.

ARTICLE 7

TRUSTEE

Section 7.01 Duties of Trustee.

The duties and responsibilities of the Trustee shall be as provided by the TIA and as set forth herein or in any Collateral Document. In acting as Collateral Agent, the Collateral Agent may rely upon, and shall be entitled to the benefits of and to enforce, each and all of the rights, powers, immunities, indemnities and benefits (subject to compliance with any related duties or responsibilities) of the Trustee under this Article Seven.

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(a) If an Event of Default has occurred and is continuing, the Trustee shall exercise such rights and powers vested in it by this Indenture and use the same degree of care and skill in its exercise thereof as a prudent person would exercise or use under the circumstances in the conduct of his or her own affairs.

(b) Except during the continuance of an Event of Default:

(1) the duties of the Trustee shall be determined solely by the express provisions of this Indenture and the TIA, and the Trustee need perform only those duties as are specifically set forth in this Indenture and no covenants or obligations shall be implied in or read into this Indenture against the Trustee; and

(2) in the absence of bad faith on its part, the Trustee may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates or opinions furnished to the Trustee and conforming to the requirements of this Indenture; provided, however, in case of any such certificates or opinions which by the provisions hereof are furnished to the Trustee, the Trustee shall examine the certificates and opinions to determine whether or not they conform to the requirements of this Indenture but need not confirm or investigate the accuracy of mathematical calculation or other facts stated herein.

(c) Notwithstanding anything to the contrary herein contained, the Trustee may not be relieved from liability for its own negligent action, its own negligent failure to act, or its own willful misconduct, except that:

(1) this paragraph does not limit the effect of clause (b) of this Section 7.01;

(2) the Trustee shall not be liable for any error of judgment made in good faith by a Trust Officer, unless it is proved that the Trustee was negligent in ascertaining the pertinent facts; and

(3) the Trustee shall not be liable with respect to any action it takes or omits to take in good faith in accordance with a direction received by it pursuant to Section 6.05. Sections 7.01(c)(1), (2) and (3) shall be in lieu of Sections 315(d)(1), 315(d)(2) and 315(d)(3) of the TIA and such Sections 315(d)(1), 315(d)(2) and 315(d)(3) are herein expressly excluded from this Indenture, as permitted by the TIA.

(d) No provision of this Indenture shall require the Trustee to expend or risk its own funds or otherwise incur any liability or expense. The Trustee shall be under no obligation to exercise any of its rights or powers under this Indenture or the Collateral Documents at the request of any Holders unless such Holders have offered to the Trustee security and indemnity satisfactory to the Trustee against such risk, liability or expense.

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(e) Whether or not therein expressly so provided, every provision of this Indenture that in any way relates to the Trustee is subject to clauses (a), (b), (c) and (d) of this Section 7.01.

(f) The Trustee shall not be liable for interest on any money or assets received by it except as the Trustee may agree in writing with the Company. Money and assets held in trust by the Trustee need not be segregated from other funds or assets held by the Trustee except to the extent required by law.

(g) Anything in this Indenture to the contrary notwithstanding, in no event shall the Trustee, the Paying Agent or the Registrar be liable under or in connection with this Indenture for indirect, special, incidental, punitive or consequential losses or damages of any kind whatsoever, including but not limited to lost profits, whether or not foreseeable, even if the Trustee, the Paying Agent or the Registrar has been advised of the possibility thereof and regardless of the form of action in which such damages are sought.

Section 7.02 Rights of Trustee.

Subject to Section 7.01:

(a) In the absence of bad faith on its part, the Trustee may conclusively rely and shall be fully protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, notice, report, request, direction, consent, order, bond, note or other paper or document believed by it to be genuine and to have been signed or presented by the proper Person; provided, however, in case of any such resolution, certificate, statement, instrument, opinion, notice, report, request, direction, consent, order, bond, note or other paper or document which by the provisions of hereof are furnished to the Trustee, the Trustee shall examine such document to determine whether such document conforms to the requirements of this Indenture. The Trustee need not investigate any fact or matter stated in the document.

(b) Before the Trustee acts or refrains from acting, it may consult with counsel and may require an Officers' Certificate or an Opinion of Counsel, or both, which shall conform to Section 12.04 and Section 12.05. The Trustee shall not be liable for any action it takes or omits to take in good faith in reliance on such Officers' Certificate or Opinion of Counsel. The advice of the Trustee's counsel or any Opinion of Counsel shall be full and complete authorization and protection from liability in respect of any action taken, suffered or omitted by the Trustee hereunder in good faith and in reliance thereon.

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(c) The Trustee may act through its attorneys and agents and shall not be responsible for the misconduct or negligence of any agent appointed with due care and in good faith.

(d) The Trustee shall not be liable for any action taken, suffered or omitted to be taken in good faith which it reasonably believes to be authorized or within its rights or powers under this Indenture.

(e) The Trustee shall not be bound to make any investigation into the facts or matters stated in any resolution, certificate, statement, instrument, opinion, notice, report, request, direction, consent, order, bond, note or other paper or document, but the Trustee, in its discretion, may make such further inquiry or investigation into such facts or matters as it may see fit and, if the Trustee shall determine to make such further inquiry or investigation, it shall be entitled, upon reasonable notice to the Company, to examine the books, records and premises of the Company, personally or by agent or attorney, and to consult with the officers and representatives of the Company, including the Company' s accountants and attorneys, at the sole cost of the Company and shall incur no liability or additional liability of any kind by reason of such inquiry or investigation. Except as expressly stated herein to the contrary, in no event shall the Trustee have any responsibility to ascertain whether there has been compliance with any of the covenants or provisions of Article Four or Five.

(f) The Trustee shall not be required to give any bond or surety in respect of the performance of its powers and duties hereunder.

(g) Unless otherwise specifically provided in this Indenture, any demand, request, direction or notice from the Company shall be sufficient if signed by an Officer of the Company and any resolution of the Board of Directors shall be sufficient if evidenced by a copy of such resolution certified by an Officer of the Company to have been duly adopted and in full force and effect as of the date thereof.

(h) The Trustee shall not be deemed to have notice or be charged with knowledge of any Default or Event of Default unless the Trust Officer or the Trustee shall have received from the Company or any other obligor upon the Notes or from any Holder written notice thereof at its address set forth in Section 12.02, and such notice references the Notes and this Indenture.

(i) The rights, privileges, protections, immunities and benefits given to the Trustee, including its right to be indemnified, are extended to, and shall be enforceable by, the Trustee in each of its capacities hereunder, and each agent, custodian and other Person employed to act hereunder.

(j) The Trustee may request that the Company deliver an Officers' Certificate setting forth the names of individuals or titles of officers authorized at such

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time to take specified actions pursuant to this Indenture, which Officers' Certificate may be signed by any persons authorized to sign an Officers' Certificate, including any person specified as so authorized in any such certificate previously delivered and not superseded.

(k) The permissive right of the Trustee to take any action under this Indenture or any Collateral Document shall not be construed as a duty to so act.

Section 7.03 Individual Rights of Trustee.

The Trustee in its individual or any other capacity may become the owner or pledgee of Notes and may otherwise deal with the Company, any Subsidiary of the Company or their respective Affiliates with the same rights it would have if it were not Trustee. Any Agent may do the same with like rights. However, the Trustee must comply with Sections 7.10 and 7.11.

Section 7.04 Trustee's Disclaimer.

(a) The Trustee makes no representation as to the validity, adequacy or sufficiency of this Indenture, the Notes or the Collateral Documents, it shall not be accountable for the Company's use of the proceeds from the Notes and it shall not be responsible for any statement of the Company in this Indenture, the Notes, the Collateral Documents or any other documents connected with the issuance of the Notes other than the Trustee's certificate of authentication, and the Trustee assumes no responsibility for their correctness.

(b) Beyond the exercise of reasonable care in the custody thereof and the fulfillment of its obligations under this Indenture and the Collateral Documents, the Trustee shall have no duty as to any Note Collateral in its possession or control or in the possession or control of any agent or bailee or any income thereon or as to preservation of rights against prior parties or any other rights pertaining thereto. The Trustee shall be deemed to have exercised reasonable care in the custody of the Note Collateral in its possession if the Note Collateral is accorded treatment substantially equal to that which it accords its own property.

(c) The Trustee and the Collateral Agent each makes no representations as to and shall not be responsible for the existence, genuineness, value, sufficiency or condition of any of the Note Collateral or as to the security afforded or intended to be afforded thereby, hereby or by any Collateral Document, or for the validity, perfection, priority or enforceability of the Liens or security interests in any of the Note Collateral created or intended to be created by any of the Collateral Documents, whether impaired by operation of law or by reason of any action or omission to act on its part hereunder, except to the extent such action or omission constitutes gross negligence or willful misconduct on the part of the Trustee, for the validity or sufficiency of the Note Collateral, any Collateral Documents or any agreement or assignment contained in any

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thereof, for the validity of the title of the Company to the Note Collateral, for insuring the Note Collateral or for the payment of taxes, charges, assessments or Liens upon the Note Collateral or otherwise as to the maintenance of the Note Collateral. The Trustee shall have no duty to ascertain or inquire as to the performance or observance of any of the terms of this Indenture or any other Collateral Document by the Company or any other Person that is a party thereto or bound thereby.

Section 7.05 Notice of Default.

If a Default or an Event of Default occurs and is continuing and if a Trust Officer has actual knowledge thereof or has received written notice thereof from the Company or any Holder, the Trustee shall mail to each Holder, with a copy to the Company, notice of the Default or Event of Default within 90 days after the occurrence thereof unless such Default or Event of Default shall have been cured or waived before the giving of such notice. Except in the case of a Default or an Event of Default in payment of principal of, premium, if any, or interest on any Note, and except in the case of a failure to comply with Article 5, the Trustee may withhold the notice if and so long as its Board of Directors, the executive committee of its Board of Directors or a committee of its directors and/or Trust Officers in good faith determines that withholding the notice is in the interest of the Holders.

Section 7.06 Reports by Trustee to Holders.

(a) Within 60 days after each May 15, beginning with May 15, 2011, the Trustee shall, to the extent that any of the events described in TIA Section 313(a) occurred within the previous twelve (12) months, but not otherwise, mail to each Holder a brief report dated as of such date that complies with TIA Section 313(a). The Trustee also shall comply with TIA Sections 313(b) and (c).

(b) A copy of each report at the time of its mailing to Holders shall be mailed to the Company and filed by the Trustee with the SEC and each stock exchange or market, if any, on which the Notes are listed or quoted.

(c) The Company shall promptly notify the Trustee if the Notes become listed, quoted on or delisted from any stock exchange or market and the Trustee shall comply with TIA Section 313(d).

Section 7.07 Compensation.

(a) The Company shall pay to the Trustee, the Collateral Agent, the Paying Agent and the Registrar (each an "Indemnified Party") from time to time compensation for their respective services as Trustee, Collateral Agent, Paying Agent or Registrar, as the case may be, as the Trustee, Collateral Agent, Paying Agent, Registrar and the Company shall have agreed in writing. The Trustee' s compensation shall not be

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limited by any law on compensation of a trustee of an express trust. The Company shall reimburse each Indemnified Party upon request for all reasonable out-of-pocket expenses, disbursements and advances incurred or made by it in connection with the performance of its duties under, as the case may be, this Indenture, the Collateral Documents or the Intercreditor Agreement, except any such expenses, disbursements and advances as may be attributable to such Indemnified Party' s negligence (or, in the case of the Collateral Agent, gross negligence), bad faith or willful misconduct. Such expenses, disbursements and advances shall include the reasonable fees, expenses, disbursements and advances of each of such Indemnified Party' s agents and counsel.

(b) [RESERVED].

(c) [RESERVED].

(d) [RESERVED].

(e) [RESERVED].

(f) The Trustee shall comply with the provisions of TIA Section 313(b)(2) to the extent applicable.

Section 7.08 Replacement of Trustee.

(a) The Trustee may resign upon [ ] days' prior written notice to the Company. The Holders of at least [ ]% in aggregate principal amount of the outstanding Notes voting as a single class may remove the Trustee by so notifying the Company and the Trustee in writing and may appoint a successor Trustee. The Company, by a resolution of the Board of Directors may remove the Trustee if:

(1) the Trustee fails to comply with Section 7.10 or TIA Section 310;

(2) the Trustee is adjudged bankrupt or insolvent;

(3) a Custodian or other public officer takes charge of the Trustee or its property; or

(4) the Trustee becomes incapable of acting with respect to the Notes.

(b) If the Trustee resigns or is removed or if a vacancy exists in the office of Trustee for any reason, the Company shall promptly appoint a successor Trustee. Within one (1) year after the successor Trustee takes office, the Holders of at least [ ]% in aggregate principal amount of the outstanding Notes voting as a single class

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may appoint a successor Trustee to replace the successor Trustee appointed by the Company.

(c) A successor Trustee shall deliver a written acceptance of its appointment to the retiring Trustee and to the Company and thereupon the resignation or removal of the retiring Trustee shall become effective and such successor Trustee, without any further act, deed or conveyance, shall become vested with all rights, powers, trusts, duties and obligations of the retiring Trustee. Upon request of the Company or the successor Trustee, such retiring Trustee shall at the expense of the Company and upon payment of the charges of the Trustee then unpaid, execute and deliver an instrument transferring to such successor Trustee all the rights, powers and trusts of the retiring Trustee, and shall duly assign, transfer and deliver to such successor Trustee all property and money held by such retiring Trustee hereunder, subject to the Lien, if any, provided for in Section 7.07. Upon request of any such successor Trustee or the Holders of at least [ ]% in aggregate principal amount of the outstanding Notes voting as a single class, the Company shall execute any and all instruments for more fully and certainly vesting in and confirming to such successor Trustee all such rights, powers and trusts.

(d) If a successor Trustee does not take office within 30 days after the retiring Trustee resigns or is removed, the retiring Trustee, the Company or the Holders of at least 10% in aggregate principal amount of the outstanding Notes voting as a single class may petition any court of competent jurisdiction at the expense of the Company for the appointment of a successor Trustee.

(e) If the Trustee fails to comply with Section 7.10, any Holder who satisfies the requirements of TIA Section 310(b)(iii) may petition any court of competent jurisdiction for the removal of the Trustee and the appointment of a successor Trustee.

(f) The Company shall give notice of any resignation and any removal of the Trustee and each appointment of a successor Trustee to all Holders in writing. Each notice shall include the name of the successor Trustee and the address of its Corporate Trust Office.

(g) Notwithstanding any resignation or replacement of the Trustee pursuant to this Section 7.08, the Company' s obligations under Section 7.07 shall continue for the benefit of the retiring Trustee.

Section 7.09 Successor Trustee by Merger, Etc.

(a) If the Trustee consolidates with, merges or converts into, or transfers all or substantially all of its corporate trust business to, another Person, the resulting, surviving or transferee Person without any further act shall, if such resulting, surviving or transferee Person is otherwise eligible hereunder, be the successor Trustee;

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provided, however, that such Person shall be otherwise qualified and eligible under this Article 7.

(b) In case any Notes have been authenticated, but not delivered, by the Trustee then in office, any successor by merger, conversion or consolidation to such authenticating Trustee may adopt such authentication and deliver the Notes so authenticated with the same effect as if such successor Trustee had itself authenticated such Notes.

Section 7.10 Eligibility; Disqualification.

(a) This Indenture shall always have a Trustee who satisfies the requirements of TIA Sections 310(a)(1), (2), (3) and (5). The Trustee (or, in the case of a Trustee that is an Affiliate of a bank holding company system, the related bank holding company) shall have a combined capital and surplus of at least $50,000,000 as set forth in its most recent published annual report of condition. In addition, if the Trustee is a corporation included in a bank holding company system, the Trustee, independently of such bank holding company, shall meet the capital requirements of TIA Section 310(a)(2). The Trustee shall comply with TIA Section 310(b); provided, however, that there shall be excluded from the operation of TIA Section 310(b)(1) any indenture or indentures under which other securities, or certificates of interest or participation in other securities, of the Company are outstanding if the requirements for such exclusion set forth in TIA Section 310(b)(1) are met. The provisions of TIA Section 310 shall apply to the Company, as obligor of the Notes.

(b) If the Trustee has or acquires a conflicting interest within the meaning of the TIA, the Trustee shall (1) eliminate such conflict within 90 days, (2) apply to the SEC for permission to continue as Trustee hereunder (if this Indenture has been qualified under the TIA) or (3) resign, to the extent and in the manner provided by, and subject to the provisions of, the TIA and this Indenture.

Section 7.11 Preferential Collection of Claims Against Company.

The Trustee shall comply with TIA Section 311(a), excluding any creditor relationship listed in TIA Section 311(b). A Trustee who has resigned or been removed shall be subject to TIA Section 311(a) to the extent indicated therein.

Section 7.12 Trustee as Collateral Agent and Paying Agent.

References to the Trustee in Sections 7.01(e), 7.02, 7.03, 7.04, 7.07 and 7.08 and the first paragraph of Section 7.09 shall include the Trustee in its role as Collateral Agent and Paying Agent.

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Section 7.13 Co-Trustees, Co-Collateral Agent and Separate Trustees, Collateral Agent.

(a) At any time or times, for the purpose of meeting the legal requirements of any jurisdiction in which any of the Note Collateral may at the time be located, the Company and the Trustee shall have the power to appoint, and, upon the written request of the Trustee or of the Holders of at least [ ]% in principal amount of the Notes outstanding voting as a single class, the Company shall for such purpose join with the Trustee in the execution, delivery and performance of all instruments and agreements necessary or proper to appoint, one or more Persons approved by the Trustee either to act as co-trustee, jointly with the Trustee, of all or any part of the Note Collateral, to act as co-collateral agent, jointly with the Collateral Agent, or to act as separate trustees or Collateral Agent of any such property, in either case with such powers as may be provided in the instrument of appointment, and to vest in such Person or Persons in the capacity aforesaid, any property, title, right or power deemed necessary or desirable, subject to the other provisions of this Section 7.13. If the Company does not join in such appointment within 15 days after the receipt by it of a request so to do, or in case an Event of Default has occurred and is continuing, the Trustee alone shall have the power to make such appointment.

(b) Should any written instrument from the Company be required by any co-trustee, co-Collateral Agent or separate trustee or separate Collateral Agent so appointed for more fully confirming to such co-trustee or separate trustee such property, title, right or power, any and all such instruments shall, on request, be executed, acknowledged and delivered by the Company.

(c) Every co-trustee, co-collateral agent or separate trustee or separate collateral agent shall, to the extent permitted by law, but to such extent only, be appointed subject to the following terms, namely:

(1) The Notes shall be authenticated and delivered, and all rights, powers, duties and obligations hereunder in respect of the custody of securities, cash and other personal property held by, or required to be deposited or pledged with, the Trustee hereunder, shall be exercised solely, by the Trustee.

(2) The rights, powers, duties and obligations hereby conferred or imposed upon the Trustee shall be conferred or imposed upon and exercised or performed by the Trustee or by the Trustee and such co-trustee or separate trustee, or by the Collateral Agent and such co-Collateral Agent or separate Collateral Agent, jointly as shall be provided in the instrument appointing such co-trustee or separate trustee or co-Collateral Agent or separate Collateral Agent, except to the extent that under any law of any jurisdiction in which any particular act is to be performed the Trustee shall be incompetent or unqualified to perform such act, in which event such rights, powers,

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duties and obligations shall be exercised and performed by such co-trustee or separate trustee, Collateral Agent or co-Collateral Agent or separate Collateral Agent.

(3) The Trustee at any time, by an instrument in writing executed and delivered by it, with the concurrence of the Company evidenced by a resolution of the Company' s Board of Directors, may accept the resignation of or remove any co-trustee or separate trustee appointed under this Section 7.13, and, in case an Event of Default has occurred and is continuing, the Trustee shall have power to accept the resignation of, or remove, any such co-trustee, co-collateral agent, separate trustee or separate collateral agent without the concurrence of the Company. Upon the written request of the Trustee, the Company shall join with the Trustee in the execution, delivery and performance of all instruments and agreements necessary or proper to effectuate such resignation or removal. A successor to any co-trustee, co-collateral agent, separate trustee or separate collateral agent so resigned or removed may be appointed in the manner provided in this Section 7.13.

(4) No co-trustee, co-collateral agent, separate trustee or separate collateral agent hereunder shall be personally liable by reason of any act or omission of the Trustee or the Collateral Agent, or any other such trustee or collateral agent hereunder.

(5) Any act of Holders delivered to the Trustee shall be deemed to have been delivered to each such co-trustee or separate trustee and any act of Holders delivered to the Collateral Agent shall be deemed to have been delivered to each such co-collateral agent or separate collateral agent.

ARTICLE 8

SATISFACTION AND DISCHARGE OF INDENTURE

Section 8.01 Legal Defeasance and Covenant Defeasance.

(a) The Company may, at its option and at any time, elect to have either clause (b) or (c) below be applied to the outstanding Notes upon compliance with the applicable conditions set forth in clause (d).

(b) Upon the Company' s exercise under clause (a) of the option applicable to this clause (b), subject to the satisfaction of the conditions set forth in clause (d) below, the Company shall be deemed to have been released and discharged from their obligations with respect to the outstanding Notes and the Collateral Documents on the date the applicable conditions set forth below are satisfied ("Legal Defeasance"). For this purpose, such Legal Defeasance means that the Company shall be deemed to have paid and discharged the entire Indebtedness represented by the outstanding Notes, which shall thereafter be deemed to be "outstanding" only for the purposes of the Sections and

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matters under this Indenture referred to in subclauses (1) and (2) below, and the Company shall be deemed to have satisfied all their other obligations under such Notes and this Indenture and the Collateral Documents, except for the following which shall survive until otherwise terminated or discharged hereunder: (1) the rights of Holders of outstanding Notes to receive solely from the trust fund described in clause (d) below and as more fully set forth in such paragraph payments in respect of the principal of and interest on such Notes when such payments are due; (2) obligations listed in Section 8.03, subject to compliance with this Section 8.01; (3) the rights, powers, trusts, duties and immunities of the Trustee and the Company' s obligations in connection therewith; and (4) this Article 8. The Company may exercise its option under this clause (b) notwithstanding the prior exercise of its option under clause (c) below with respect to the Notes.

(c) Upon the Company' s exercise under clause (a) of the option applicable to this clause (c), subject to the satisfaction of the conditions set forth in clause (d) below, the Company shall be released and discharged from their obligations under any covenant contained in Sections 4.04, 4.05, 4.07, 4.08, 4.22 through 4.24, 4.26 through 4.29 on and after the date the conditions set forth below are satisfied ("Covenant Defeasance"), and the Notes shall thereafter be deemed to be not "outstanding" for the purpose of any direction, waiver, consent or declaration or act of Holders (and the consequences of any thereof) in connection with such covenants, but shall continue to be deemed "outstanding" for all other purposes hereunder (it being understood that such Notes shall not be deemed outstanding for accounting purposes). For this purpose, such Covenant Defeasance means that, with respect to the outstanding Notes and the Note Guarantees, the Company may omit to comply with and shall have no liability in respect of any term, condition or limitation set forth in any such covenant, whether directly or indirectly, by reason of any reference elsewhere herein to any such covenant or by reason of any reference in any such covenant to any other provision herein or in any other document and such omission to comply shall not constitute a Default or an Event of Default under Section 6.01, but, except as specified above, the remainder of this Indenture and such Notes shall be unaffected thereby. In addition, upon the Company' s exercise under clause (a) above of the option applicable to this clause (c), subject to the satisfaction of the conditions set forth in clause (d) below, Sections 6.01(e) (solely as such Section 6.01(e) pertains to Sections 4.04, 4.05, 4.07, 4.08, 4.22 through 4.24, 4.26 through 4.29, 6.01(f), 6.01(g), 6.01(h), 6.01(k) and 6.01(l) shall not constitute Events of Default.

(d) The following shall be the conditions to application of either clause (b) or (c) above to the outstanding Notes:

(1) the Company shall have irrevocably deposited with the Trustee, in trust, for the benefit of the Holders, U.S. Legal Tender or non-callable U.S. Government Obligations or a combination thereof, in such amounts and at such times as are sufficient, in the opinion of a nationally-recognized firm of independent public

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accountants, to pay the principal of and interest on the outstanding Notes on the stated date for payment or redemption, as the case may be;

(2) in the case of Legal Defeasance, the Company shall have delivered to the Trustee an Opinion of Counsel in the United States of America in form reasonably satisfactory to the Trustee confirming that:

(i) the Company has received from, or there has been published by, the Internal Revenue Service a ruling; or

(ii) since the date of this Indenture, there has been a change in the applicable federal income tax law,

in either case to the effect that, and based thereon such Opinion of Counsel shall confirm that, the Holders will not recognize income, gain or loss for U.S. federal income tax purposes as a result of such Legal Defeasance and will be subject to federal income tax on the same amounts, in the same manner and at the same times as would have been the case if such Legal Defeasance had not occurred;

(3) in the case of Covenant Defeasance, the Company shall have delivered to the Trustee an Opinion of Counsel in the United States of America reasonably acceptable to the Trustee confirming that the Holders will not recognize income, gain or loss for U.S. federal income tax purposes as a result of such Covenant Defeasance and will be subject to U.S. federal income tax on the same amounts, in the same manner and at the same times as would have been the case if such Covenant Defeasance had not occurred;

(4) no Default or Event of Default shall have occurred and be continuing on the date of such deposit pursuant to subclause (1) above (except such Default or Event of Default resulting from the failure to comply with Section 4.12 or Section 4.20 as a result of the borrowing of funds required to effect such deposit);

(5) such Legal Defeasance or Covenant Defeasance shall not result in a breach of, or constitute a default under any other material agreement or instrument to which the Company or any of its Subsidiaries is a party or by which the Company or any of its Subsidiaries is bound;

(6) the Company shall have delivered to the Trustee an Officers' Certificate stating that the deposit was not made by the Company with the intent of preferring the Holders over any other creditors of the Company or with the intent of defeating, hindering, delaying or defrauding any other creditors of the Company or others;

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(7) the Company shall have delivered to the Trustee an Opinion of Counsel to the effect that, assuming no intervening bankruptcy of the Company between the date of deposit and the 91st day following the date of deposit and assuming that no Holder is an insider of the Company, after the 91st day following the date of deposit, the trust funds will not be subject to the effect of any applicable bankruptcy, insolvency or similar laws affecting creditors' rights generally; and

(8) the Company shall have delivered to the Trustee an Officers' Certificate and an Opinion of Counsel, each stating that all conditions precedent provided for or relating to the Legal Defeasance or the Covenant Defeasance have been complied with.

(e) Notwithstanding the foregoing, the Opinion of Counsel required by Section 8.01(d)(2) above with respect to a Legal Defeasance need not be delivered if all Notes not theretofore delivered to the Trustee for cancellation (A) have become due and payable or (B) shall become due and payable on the Maturity Date within one (1) year under arrangements satisfactory to the Trustee for the giving of notice of redemption by the Trustee in the name, and at the expense, of the Company.

(f) In the event all or any portion of the Notes are to be redeemed through such irrevocable trust, the Company shall make arrangements reasonably satisfactory to the Trustee, at the time of such deposit, for the giving of the notice of such redemption or redemptions by the Trustee in the name and at the expense of the Company.

(g) Upon a Legal Defeasance or Covenant Defeasance, any security for the Notes (other than the trust fund described in Section 8.05) will be released as provided under Section 10.05.

Section 8.02 Satisfaction and Discharge.

In addition to the Company's rights under Section 8.01, this Indenture (subject to Section 8.03) and the Collateral Documents will be discharged and will cease to be of further effect as to all outstanding Notes, when:

(a) either:

(1) all the Notes theretofore authenticated and delivered (except lost, stolen or destroyed Notes which have been replaced or paid as provided in Section 2.07 and Notes for whose payment money has theretofore been deposited in trust or segregated and held in trust by the Company and thereafter repaid to the Company or discharged from such trust) have been delivered to the Trustee for cancellation; or

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(2) all Notes not theretofore delivered to the Trustee for cancellation (i) have become due and payable by reason of the mailing of a notice of redemption or (ii) (A) shall become due and payable at their Stated Maturity within one (1) year or (B) are to be called for redemption within one (1) year under arrangements reasonably satisfactory to the Trustee, and the Company has irrevocably deposited or caused to be deposited with the Trustee funds in trust solely for the benefit of the Holders U.S. Legal Tender, non-callable U.S. Government Obligations, or a combination of U.S. Legal Tender and non-callable U.S. Government Obligations in an amount sufficient, without consideration of any reinvestment of interest, to pay and discharge the entire Indebtedness on the Notes not theretofore delivered to the Trustee for cancellation, for principal of, and premium, if any, and interest on the Notes to the date of stated maturity or such redemption, as the case may be;

(b) all other sums payable under this Indenture and the Collateral Documents by the Company have been paid;

(c) the Company has delivered irrevocable instruments to the Trustee under this Indenture to apply the deposited money toward the payment of the Notes at Stated Maturity or on the Redemption Date, as the case may be; and

(d) the Company has delivered to the Trustee an Officers' Certificate and an Opinion of Counsel stating that all conditions precedent under this Indenture relating to the satisfaction and discharge of this Indenture have been complied with.

Upon such a satisfaction and discharge of the Indenture, any security for the Notes (other than the trust fund described in Section 8.05) will be released as provided under Section 10.05.

Section 8.03 Survival of Certain Obligations.

Notwithstanding the occurrence of Legal Defeasance under Section 8.01 or the satisfaction and discharge of this Indenture and the Collateral Documents under Section 8.02, the respective obligations of the Company and the Trustee under Sections 2.02, 2.03, 2.04, 2.05, 2.06, 2.07, 2.10, 2.11, 2.12, 2.13, 2.14, 2.15, 2.16 and 6.07, Article Seven and Sections 8.05, 8.06 and 8.07 shall survive until the Notes are no longer outstanding, and thereafter the obligations of the Company and the Trustee under Sections 7.07, 8.05, 8.06 and 8.07 shall survive.

Section 8.04 Acknowledgment of Discharge by Trustee.

Subject to Section 8.07, after the conditions of clauses (a), (b), (c) and (d) of Section 8.02 have been satisfied, each of the Trustee and the Collateral Agent upon written request shall acknowledge in writing the discharge of the Company's obligations under this Indenture except for those surviving obligations specified in Section 8.03.

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Section 8.05 Application of Trust Moneys.

The Trustee shall hold any U.S. Legal Tender or U.S. Government Obligations deposited with it in the irrevocable trust established pursuant to Section 8.01 or 8.02. The Trustee shall apply the deposited U.S. Legal Tender or the U.S. Government Obligations, together with earnings thereon, through the Paying Agent, in accordance with this Indenture and the terms of the irrevocable trust agreement established pursuant to Section 8.01 or 8.02, to the payment of principal of and interest on the Notes. Anything in this Article Eight to the contrary notwithstanding, the Trustee shall deliver or pay to the Company from time to time upon the Company' s request any U.S. Legal Tender or U.S. Government Obligations held by it as provided in Section 8.01(d) or 8.02(a)(2) which, in the opinion of a nationally-recognized firm of independent public accountants expressed in a written certification thereof delivered to the Trustee, are in excess of the amount thereof that would then be required to be deposited to effect an equivalent Legal Defeasance or Covenant Defeasance or satisfaction and discharge, respectively, of this Indenture.

Section 8.06 Repayment to the Company of Unclaimed Money.

Subject to any applicable abandoned property laws, the Trustee and the Paying Agent shall pay to the Company, upon receipt by the Trustee or the Paying Agent, as the case may be, of a written request from the Company, any money held by it for the payment of principal or interest that remains unclaimed for [_______] after payment to the Holders is required, without interest thereon; provided, however, that the Trustee and the Paying Agent before being required to make any payment may, but need not, at the expense of the Company cause to be published once in a newspaper of general circulation in The City of New York or mail to each Holder entitled to such money notice that such money remains unclaimed and that after a date specified therein, which shall be at least 30 days from the date of such publication or mailing, any unclaimed balance of such money then remaining shall be repaid to the Company, without interest thereon. After payment to the Company, Holders entitled to money must look solely to the Company for payment as general creditors unless an applicable abandoned property law designated another Person, and all liability of the Trustee or Paying Agent with respect to such money shall thereupon cease.

Section 8.07 Reinstatement.

If the Trustee or Paying Agent is unable to apply any U.S. Legal Tender or U.S. Government Obligations in accordance with Section 8.01 or 8.02 by reason of any legal proceeding or by reason of any order or judgment of any court or governmental authority enjoining, restraining or otherwise prohibiting such application, the Company' s and each Guarantor' s obligations under this Indenture, the Collateral Documents and the Notes shall be revived and reinstated as though no deposit had occurred pursuant to Section 8.01 or 8.02 until such time as the Trustee or Paying Agent is permitted to apply

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all such U.S. Legal Tender or U.S. Government Obligations in accordance with Section 8.01 or 8.02; provided, however, that if the Company has made any payment of premium, if any, or interest on or principal of any Notes because of the reinstatement of its obligations, the Company shall be subrogated to the rights of the Holders of such Notes to receive such payment from the U.S. Legal Tender or U.S. Government Obligations held by the Trustee or Paying Agent.

Section 8.08 Indemnity for Government Obligations.

The Company shall pay and indemnify the Trustee against any tax, fee or other charge imposed on or assessed against the U.S. Government Obligations deposited pursuant to Section 8.01 or Section 8.02 or the principal and interest received in respect thereof other than any such tax, fee or other charge which by law is for the account of the Holders.

ARTICLE 9

AMENDMENTS, SUPPLEMENTS AND WAIVERS

Section 9.01 Without Consent of Holders.

(a) From time to time, the Company, the Trustee and, if such amendment, waiver or supplement relates to any Collateral Document, the Collateral Agent, without the consent of the Holders, may amend, waive or supplement provisions of this Indenture, the Collateral Documents and the Notes:

(1) to cure any ambiguity, defect, or inconsistency contained herein or therein;

(2) to provide for uncertificated Notes in addition to or in place of certificated Notes;

(3) to make any change that would provide any additional rights or benefits to the Holders or that does not adversely affect in any material respect the legal rights of any such Holder under the Indenture Documents or the Intercreditor Agreement;

(4) to comply with requirements of the SEC in order to effect or maintain the qualification of this Indenture under the TIA;

(5) to add any additional assets to the Note Collateral;

(6) to allow any other Person to guarantee the Notes;

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(7) to comply with the rules of any applicable securities depositary;

(8) to provide for a successor Trustee or co-trustees in accordance with the terms of this Indenture or to otherwise comply with any requirement of this Indenture;

(9) to reflect the grant of Liens on the Note Collateral for the benefit of an additional secured party, to the extent that such Indebtedness and the Lien securing such Indebtedness is permitted by the terms of this Indenture; or

(10) to release Note Collateral from the Lien of this Indenture and the Collateral Documents when permitted or required by this Indenture or the Collateral Documents (including in the case where such Note Collateral constitutes Secondary Collateral, the Intercreditor Agreement).

(b) After an amendment, waiver or supplement under this Section 9.01 becomes effective, the Company shall mail to the Holders affected thereby a notice briefly describing the amendment or supplement. Any failure of the Company to mail such notice, or any defect therein, shall not, however, in any way impair or affect the validity of such amendment, waiver or supplement.

Section 9.02 With Consent of Holders.

Subject to Section 2.09 and Section 6.07, the Company and the Trustee and, if such amendment or supplement relates to a Collateral Document, the Collateral Agent, as applicable, together, with the written consent of the Holders of at least [ ]% in aggregate principal amount of the outstanding Notes voting as a single class (including consents obtained in connection with a purchase of, or tender offer or exchange offer for, Notes) may amend or supplement this Indenture, the Notes, or the Collateral Document without notice to any other Holder. Subject to Section 2.09 and Section 6.07, the Holders of at least [ ]% in aggregate principal amount of the outstanding Notes voting as a single class (including consents obtained in connection with a purchase of, or tender offer or exchange offer for, Notes) may waive any existing Default or Event of Default or compliance by the Company with any provision of this Indenture, the Collateral Documents or the Notes without notice to any other Holder. However, no amendment, supplement or waiver, including a waiver pursuant to Section 6.04, shall without the consent (including consents obtained in connection with a purchase of, or tender offer or exchange offer for, Notes) of:

(a) each Holder affected thereby (with respect to any Notes held by a non-consenting Holder):

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(1) reduce the principal amount of Notes whose Holders must consent to an amendment, supplement or waiver of any provision of this Indenture, the Notes or the Collateral Documents;

(2) reduce the principal of or change the fixed maturity of any Note or alter the provisions set forth in Article 3;

(3) reduce the rate of or change the time for payment of interest (including default interest) on any Note;

(4) waive a Default or Event of Default in the payment of principal of, or interest or premium, if any, on the Notes (except a rescission and cancellation of acceleration of the Notes and the consequences thereof by Holders holding at least [ ]% in aggregate principal amount of Notes then outstanding voting as a single class and a waiver of the payment default that resulted from such acceleration as provided in Section 6.02);

(5) make any Notes payable in currency other than that stated in this Indenture;

(6) make any change in the provisions of this Indenture relating to waivers of past Defaults (other than to add sections of this Indenture subject thereto) or the rights of Holders to receive payments of principal of, or interest or premium, if any, on the Notes when due and payable;

(8) contractually subordinate the Notes in right of payment to any other Indebtedness; or

(9) make any change to Section 9.01 or this Section 9.02; and

(b) the Holders holding at least [ ]% in aggregate principal amount of the outstanding Notes voting as a single class, adversely change the priority of the Holders' Liens in the Note Collateral or release all or substantially all of the Note Collateral from the Liens created by the Collateral Documents except as specifically provided for in this Indenture and the Collateral Documents.

(c) It shall not be necessary for the consent of the Holders under this Section 9.02 to approve the particular form of any proposed amendment, supplement or waiver, but it shall be sufficient if such consent approves the substance thereof.

(d) After an amendment, supplement or waiver under this Section 9.02 becomes effective, the Company shall mail to the Holders affected thereby a notice briefly describing the amendment, supplement or waiver. Any failure of the Company to

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mail such notice, or any defect therein, shall not, however, in any way impair or affect the validity of any such amendment, supplement or waiver.

Section 9.03 Compliance with TIA.

Every amendment, waiver or supplement of this Indenture, the Notes or any Collateral Document shall comply with the TIA as then in effect.

Section 9.04 Revocation and Effect of Consents.

(a) Until an amendment, waiver or supplement becomes effective, a consent to it by a Holder is a continuing consent by the Holder and every subsequent Holder of a Note or portion of a Note that evidences the same debt as the consenting Holder' s Note, even if notation of the consent is not made on any Note. Subject to the following paragraph, any such Holder or subsequent Holder may revoke the consent as to such Holder' s Note or portion of such Note by written notice to the Trustee and the Company received before the date on which the Trustee and, if such amendment, waiver or supplement relates to any Collateral Document, the Collateral Agent receives an Officers' Certificate certifying that the Holders of the requisite principal amount of Notes have consented (and not theretofore revoked such consent) to the amendment, waiver or supplement.

(b) The Company may, but shall not be obligated to, fix a record date for the purpose of determining the Holders entitled to consent to any amendment, supplement or waiver, which record date shall be, at the Company' s election, either (a) at least 30 days prior to the first solicitation of such consent or (b) the date of the most recent list furnished to the Trustee under Section 2.05. If a record date is fixed, then notwithstanding the last sentence of the immediately preceding paragraph, those Persons who were Holders at such record date (or their duly designated proxies), and only those Persons, shall be entitled to revoke any consent previously given, whether or not such Persons continue to be Holders after such record date. No such consent shall be valid or effective for more than 90 days after such record date.

(c) A consent to any amendment, supplement or waiver under this Indenture, the Notes or any Collateral Document by any Holder given in connection with a purchase, tender or exchange of such Holder' s Notes shall not be rendered invalid by such purchase, tender or exchange.

(d) After an amendment, supplement or waiver becomes effective, it shall bind every Holder unless it makes a change described in clause (a) of Section 9.02, in which case, the amendment, supplement or waiver shall bind only each Holder of a Note who has consented to it and every subsequent Holder of a Note or portion of a Note that evidences the same debt as the consenting Holder' s Note; provided that any such waiver shall not impair or affect the right of any Holder to receive payment of principal

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of and interest on a Note, on or after the respective due dates expressed in such Note, or to bring suit for the enforcement of any such payment on or after such respective dates without the consent of such Holder.

Section 9.05 Notation on or Exchange of Notes.

If an amendment, supplement or waiver changes the terms of a Note, the Trustee may require the Holder of the Note to deliver the Note to the Trustee. The Trustee at the written direction of the Company may place an appropriate notation on the Note regarding the changed terms and return it to the Holder and the Trustee may place an appropriate notation on any Note thereafter authenticated. Alternatively, if the Company or the Trustee so determines, the Company in exchange for the Note shall execute, issue and deliver and, upon receipt of an Authentication Order in accordance with Section 2.02, the Trustee shall authenticate a new Note that reflects the changed terms. Failure to make an appropriate notation, or issue a new Note, shall not affect the validity and effect of such amendment, supplement or waiver. Any such notation or exchange shall be made at the sole cost and expense of the Company.

Section 9.06 Trustee or Collateral Agent to Sign Amendments, Etc.

The Trustee or the Collateral Agent, as applicable, shall execute and deliver any amendment, supplement or waiver authorized pursuant to this Article Nine; provided that the Trustee or the Collateral Agent, as the case may be, may, but shall not be obligated to, execute and deliver any such amendment, supplement or waiver which adversely affects the rights, duties or immunities of the Trustee or the Collateral Agent, as the case may be, under this Indenture or any Collateral Document. The Trustee or the Collateral Agent, as the case may be, shall be entitled to receive, and shall be fully protected in relying upon, an Opinion of Counsel and an Officers' Certificate each stating that the execution and delivery of any amendment, supplement or waiver authorized pursuant to this Article 9 is authorized or permitted by this Indenture.

Section 9.07 Acts of Holders.

(a) Any request, demand, authorization, direction, notice, consent, waiver or other action provided in or pursuant to this Indenture to be given, made or taken by Holders may be embodied in and evidenced by one or more instruments of substantially similar tenor signed by such Holders in person or by an agent duly appointed in writing; and, except as herein otherwise expressly provided, such action shall become effective when such instrument or instruments are delivered to the Trustee and, where it is hereby expressly required, to the Company. Such instrument or instruments (and the action embodied therein and evidenced thereby) are herein sometimes referred to as the "Act" of the Holders signing such instrument or instruments. Proof of execution of any such instrument or of a writing appointing any such agent shall be sufficient for any purpose of this Indenture and (subject to Section 7.01) conclusive in

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favor of the Trustee and the Company, if made in the manner provided in this Section 9.07.

(b) Without limiting the generality of this Section 9.07, unless otherwise provided in or pursuant to this Indenture: (i) a Holder, including a Depository or its nominee that is a Holder of a Global Note, may give, make or take, by an agent or agents duly appointed in writing, any request, demand, authorization, direction, notice, consent, waiver or other action provided in or pursuant to this Indenture to be given, made or taken by Holders, and a Depository or its nominee that is a Holder of a Global Note may duly appoint in writing as its agent or agent members of, or participants in, such Depository holding interests in such Global Note in the records of such Depository; and (ii) with respect to any Global Note the Depository for which is DTC, any consent or other action given, made or taken by an Agent Member of DTC by electronic means in accordance with the Automated Tender Offer Procedures system or other customary procedures of, and pursuant to authorization by, DTC shall be deemed to constitute the "Act" of the Holder of such Global Note, and such "Act" shall be deemed to have been delivered to the Company and the Trustee upon the delivery by DTC of an "agent' s message" or other notice of such consent or other action having been so given, made or taken in accordance with the customary procedures of DTC.

(c) The fact and date of the execution by any Person of any such instrument or writing may be proved by the affidavit of a witness of such execution or by a certificate of a notary public or other officer authorized by law to take acknowledgments of deeds, certifying that the individual signing such instrument or writing acknowledged to him the execution thereof. Where such execution is by a Person acting in a capacity other than such Person' s individual capacity, such certificate or affidavit shall also constitute sufficient proof of the authority of the Person executing the same. The fact and date of the execution of any such instrument or writing, or the authority of the Person executing the same, may also be proved in any other manner which the Trustee deems sufficient.

(d) The ownership of Notes shall be proved by the Register.

(e) Without limiting the foregoing, a Holder entitled hereunder to give, make or take any action hereunder with regard to any particular Note may do so, or duly appoint in writing any Person or Persons as its agent or agents to do so, with regard to all or any part of the principal amount of such Note.

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ARTICLE 10

SECURITY

Section 10.01 Grant of Security Interest.

(a) The due and punctual payment of the Note Obligations when and as the same shall be due and payable, whether on an Interest Payment Date, at maturity, by acceleration, purchase, repurchase, redemption or otherwise, and the performance of all other Note Obligations of the Company to the Holders, the Collateral Agent or the Trustee under this Indenture, the Collateral Documents and the Notes is secured as provided in the Collateral Documents which the Company has entered into simultaneously with the execution of this Indenture and will be secured by Collateral Documents hereafter delivered as required or permitted by this Indenture. The Collateral Documents shall provide for the grant by the Company to the Collateral Agent of security interests in the Note Collateral.

(b) Each Holder, by its acceptance of any Notes and Note Guarantees, hereby authorizes the Trustee and the Collateral Agent, as applicable, on behalf of and for the benefit of such Holder, to be the agent for and representative of such Holder with respect to the Note Collateral and the Collateral Documents.

(c) The Trustee and each Holder, by its acceptance of any Notes: (i) consents and agrees to, and agrees to be bound by, the terms of each Collateral Document, as the same may be in effect or may be amended from time to time in accordance with their respective terms; (ii) authorizes and directs the Collateral Agent to enter into this Indenture and the Collateral Documents and authorizes and empowers the Collateral Agent to bind the Holders of the Notes and other holders of Note Obligations as set forth in the Collateral Documents and the Intercreditor Agreement to perform its obligations and exercise its rights thereunder in accordance therewith; and (iii) irrevocably authorizes the Collateral Agent to perform the duties and exercise the rights, powers and discretions that are specifically given to it hereunder or under the Collateral Documents, together with any other incidental rights, power and discretions; provided, however, that the Collateral Agent shall be under no duty or obligation to (x) take any actions or (y) exercise any such rights, powers and discretions, in each case, that are discretionary with the Collateral Agent in accordance with the Indenture Documents, unless directed to do so in writing by Holders of at least [ ]% in aggregate principal amount of the Notes then outstanding voting as a single class. The Company shall, and shall cause each of its Subsidiaries to, do or cause to be done, at its sole cost and expense, all such actions and things as may be required by the provisions of the Collateral Documents, or which the Collateral Agent from time to time may reasonably request, to assure and confirm to the Collateral Agent the security interests in the Note Collateral contemplated by the Collateral Documents so as to render the same available for the security and benefit of this Indenture and of the Note Obligations secured hereby,

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according to the intent and purpose herein and therein expressed. The Company shall, and shall cause each of its Subsidiaries to, take any and all commercially reasonable actions required or as may be reasonably requested by the Collateral Agent to (x) cause the Collateral Documents to create and maintain, as security for the Note Obligations, valid and enforceable, perfected security interests in and on all the Note Collateral, in favor of the Collateral Agent, for the benefit of itself and the Trustee and the Holders, superior to and prior to the rights of all third Persons and subject to no other Liens and (y) comply with the applicable provisions of the TIA. If required for the purpose of meeting the legal requirements of any jurisdiction in which any of the Note Collateral may at the time be located, the Company, the Trustee and the Collateral Agent shall have the power to appoint, and shall take all reasonable action to appoint, one or more Persons approved by the Trustee and reasonably acceptable to the Company to act as co-Collateral Agent with respect to any such Note Collateral, with such rights and powers limited to those deemed necessary for the Company, the Trustee or the Collateral Agent to comply with any such legal requirements with respect to such Note Collateral, and which rights and powers shall not be inconsistent with the provisions of this Indenture or any Indenture Document. At any time and from time to time, the Company shall promptly execute, acknowledge and deliver such Collateral Documents, instruments, certificates, notices and other documents and take such other actions as shall be required by law or any Collateral Document, or which the Collateral Agent may reasonably request, to create, perfect, protect, assure or enforce the Liens and benefits intended to be conferred as contemplated by this Indenture for the benefit of the holders of the Note Obligations. The Company shall from time to time promptly pay all reasonable financing and continuation statement recording or filing fees, charges and taxes relating to this Indenture, the Collateral Documents and any other instruments of further assurance required pursuant hereto or thereto.

(d) Subject to and in accordance with the provisions of the Collateral Documents and this Indenture, so long as the Collateral Agent has not exercised their respective rights with respect to the Note Collateral upon the occurrence and during the continuance of an Event of Default, the Company will have the right to remain in possession and retain exclusive control of the Note Collateral (other than any cash, securities, obligations and Cash Equivalents constituting part of the Note Collateral that may be deposited with the Collateral Agent in accordance with the provisions of the Collateral Documents and other than as set forth in the Collateral Documents), to operate the Note Collateral, to alter or repair the Note Collateral and to collect, invest and dispose of any income therefrom. Upon the occurrence and continuance of an Event of Default, the Collateral Agent will be entitled to foreclose upon or otherwise take possession and sell the Note Collateral or any part thereof as provided in the Collateral Documents or.

(e) Anything contained in this Indenture or the Collateral Documents to the contrary notwithstanding, each Holder hereby agrees that no Holder shall have any right individually to realize upon any of the Note Collateral, it being understood and agreed that all powers, rights and remedies of the Trustee hereunder may be exercised solely by the Trustee in accordance with the terms hereof and all powers, rights and

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remedies in respect of the Note Collateral under the Collateral Documents may be exercised solely by the Collateral Agent.

(f) Subject to the provisions of the Collateral Documents and Section 6.05 of this Indenture, the Trustee may, in its sole discretion and without the consent of the Holders, on behalf of the Holders, direct, on behalf of the Holders, the Collateral Agent to take all actions it deems necessary or appropriate in order to (i) enforce any of its rights or any of the rights of the Holders under the Collateral Documents and (ii) collect and receive any and all amounts payable in respect of the Note Collateral in respect of the obligations of the Company hereunder and thereunder. Subject to the provisions of the Collateral Documents, the Trustee shall have the power to institute and to maintain such suits and proceedings as it may deem expedient to prevent any impairment of the Note Collateral by any acts that may be unlawful or in violation of the Collateral Documents or this Indenture, and such suits and proceedings as the Trustee may deem expedient to preserve or protect its interest and the interests of the Holders in the Note Collateral (including power to institute and maintain suits or proceedings to restrain the enforcement of or compliance with any legislative or other governmental enactment, rule or order that may be unconstitutional or otherwise invalid if the enforcement of, or compliance with, such enactment, rule or order would impair the security interest hereunder or be prejudicial to the interests of the Holders or the Trustee).

(g) Where any provision of this Indenture or any Collateral Document requires that additional property or assets be added to the Note Collateral, the Company shall, no later than the Note Collateral Required Date with respect to such property or assets (and subject to any provision hereof requiring any earlier action): (x) cause a valid and enforceable and perfected first priority Lien on or in such property or assets to vest in the Collateral Agent, as security for the Note Obligations, and (y) deliver to the Trustee and the Collateral Agent the following:

(i) a request from the Company that such property or assets be added to the Note Collateral;

(ii) an Officers' Certificate to the effect that the Note Collateral being added is in the form, consists of the assets and is in the amount (if any) required by this Indenture;

(iii) Collateral Documents adding such property or assets as Note Collateral, which Collateral Documents shall be dated no later than such Note Collateral Required Date and, based on the type and location of the property subject thereto, substantially in the form and with substantially the terms of the applicable Collateral Documents entered into on the Issue Date (such Collateral Documents (or financing statements in respect thereof) having been duly received for recording in the appropriate filing, recording or registry office);

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(iv) such financing statements or other filings or recording instruments, if any, as the Company shall deem necessary to perfect the Collateral Agent' s Lien in such Note Collateral;

(v) appropriate Opinions of Counsel (of scope and substance, and subject to customary exceptions, substantially the same as the Issue Date Opinions) with respect to, among other things, the creation, validity, perfection and (solely as to certificated securities and instruments) priority of the Collateral Agent' s Lien on such property or assets and as to the due authorization, execution, delivery, validity and enforceability of such Collateral Documents pursuant to which the Collateral Agent' s Lien has been or is being granted; and

(vi) an Officers' Certificate and Opinion of Counsel to the effect that all conditions precedent provided for in this Indenture to, and any other requirements provided for in this Indenture (including pursuant to this Section 10.01(g)) in respect of, the addition of such property or assets to the Note Collateral have been complied with (it being understood that in any event such Opinion of Counsel pursuant to this clause (vi) and any Opinion of Counsel pursuant to clause (v) above or the following paragraph may expressly state that no opinion is expressed therein as to priority of any Lien on any Note Collateral (except solely as to certificated securities and instruments)).

The Company shall, at the same time as the Company is required to furnish to the Trustee and the Collateral Agent the Opinion of Counsel required pursuant to Section 10.02(b), deliver to the Trustee and the Collateral Agent an Officers' Certificate and Opinion of Counsel to the effect that, as to any property or assets required by any provision of this Indenture or any Collateral Document to be added to the Note Collateral on or after the Issue Date and prior to the date thereof and as to which an Officers' Certificate and Opinion of Counsel have not previously been delivered pursuant to clause (v) of the preceding paragraph or pursuant to this paragraph of this Section 10.01(g), all conditions precedent provided for in this Indenture to the addition of such property or assets to, and any other requirements provided for in the Indenture (including pursuant to this Section 10.01(g)) in respect of, the addition of such property or assets to the Note Collateral have been complied with.

(h) Each of the Collateral Agent and the Trustee is authorized and empowered to receive for the benefit of the Holders of the Notes any funds collected or distributed to the Collateral Agent or the Trustee under the Collateral Documents and, subject to the terms of the Collateral Documents, the Trustee is authorized and empowered to make further distributions of such funds to the Holders of the Notes according to the provisions of this Indenture.

(i) Each Holder of the Notes, by its acceptance thereof, authorizes and directs the Trustee and the Collateral Agent to enter into any amendments or supplements

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to the Collateral Documents in accordance with the provisions of this Indenture and the Collateral Documents.

(j) The Company shall, and shall cause each of its Subsidiaries to, make all filings (including filings of continuation statements and amendments to UCC financing statements that may be necessary to continue the effectiveness of such UCC financing statements) and all other actions as are necessary or required by the Collateral Documents to maintain (at the sole cost and expense of the Company and its Subsidiaries) the security interest created by the Collateral Documents in the Note Collateral (other than with respect to any Note Collateral the security interest in which is not required to be perfected under the Collateral Documents) as a perfected first priority security interest.

(k) The Trustee and the Company hereby acknowledge and agree that the Trustee or the Collateral Agent, as the case may be, holds the Note Collateral in trust for the benefit of the Trustee and the Holders, in each case pursuant to the terms of the Collateral Documents.

(l) If the Company fails to do so, the Collateral Agent shall, pursuant to the terms of the Collateral Documents, be irrevocably authorized and empowered, with full power of substitution, to execute, acknowledge and deliver such security agreements, instruments, certificates, notices and other documents and, subject to the terms of this Indenture and the Collateral Documents, take such other actions in the name, place and stead of the Company or Subsidiary of the Company, but the Collateral Agent shall have no obligation to do so and no liability for any action taken or omitted by it in good faith in connection therewith.

Section 10.02 Recording and Opinions.

(a) The Company shall furnish to the Trustee, at such time as required by TIA Section 314(b), an Opinion of Counsel either (1) stating that, in the opinion of such counsel, this Indenture and the Collateral Documents and any financing statements and other instruments have been properly recorded, registered and filed to the extent necessary to perfect the security interests created by the Collateral Documents (to the extent such security interests may be perfected by a recording, registering or filing) and reciting the details of such action or referring to prior Opinions of Counsel in which such details are given or (2) stating that, in the opinion of such counsel, no such action is necessary to perfect any security interest created under any of the Collateral Documents.

(b) The Company shall furnish to the Trustee and the Collateral Agent (if other than the Trustee), on or within one month of June 30 of each year, commencing June 30, 2011, an Opinion of Counsel either (1) stating that, in the opinion of such counsel, all action necessary to perfect or continue the perfection of the security interests created by the Collateral Documents (to the extent such security interests may be

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perfected by a recording, registering or filing) has been taken and reciting the details of such action or referring to prior Opinions of Counsel in which such details are given or (2) stating that, in the opinion of such counsel, no such action is necessary to perfect or continue the perfection of any security interest created under any of the Collateral Documents.

Section 10.03 Release of Note Collateral.

(a) The Collateral Agent shall not at any time release Note Collateral from the security interests created by the Collateral Documents unless such release is in accordance with Section 10.03(b), Section 10.04, or Section 10.05 S1211.

(b) So long as no Default or Event of Default under this Indenture shall have occurred and be continuing or would result therefrom and so long as such transaction would not violate this Indenture, the Company may, in the ordinary course of business and to the extent permitted by applicable law, without any release or consent by the Trustee, the Collateral Agent or any Holder, sell or otherwise dispose of inventory or collect accounts receivable or sell or otherwise dispose of equipment that has become worn out, defective or obsolete or not used or useful in the business of the Company and its Subsidiaries and which is, to the extent required by this Indenture or the Collateral Documents, replaced by property of substantially equivalent or greater value which becomes subject to the Note Lien of the Collateral Documents. The Company will deliver to the Trustee, within 30 calendar days following the end of each year, an Officers' Certificate to the effect that all releases during the preceding 12-month period in which no release or consent of the Trustee was obtained were in the ordinary course of business and were not prohibited by this Indenture or any Collateral Document.

(c) The release of any Note Collateral from the terms of the Collateral Documents shall not be deemed to impair the security under this Indenture in contravention of the provisions hereof if and to the extent the Note Collateral is released pursuant to Section 10.03(b), Section 10.04, or Section 10.05 or otherwise pursuant to this Indenture and the Collateral Documents. To the extent applicable, the Company shall cause TIA Section 314(d) relating to the release of property from the security interests created by this Indenture and the Collateral Documents to be complied with. Any certificate or opinion required by TIA Section 314(d) may be made by an Officer of the Company, except in cases where TIA Section 314(d) requires that such certificate or opinion be made by an independent Person, which Person shall be an independent engineer, appraiser or other expert selected or approved by the Trustee in the exercise of reasonable care. A Person is "independent" if such Person (1) is in fact independent, (2) does not have any direct financial interest or any material indirect financial interest in the Company or in any Affiliate of the Company and (3) is not an officer, employee, promoter, underwriter, trustee, partner or director or person performing similar functions to any of the foregoing for the Company. The Trustee and the Collateral Agent shall be entitled to receive

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and rely upon a certificate provided by any such Person confirming that such Person is independent within the foregoing definition.

(d) At any time when an Event of Default has occurred and is continuing and the maturity of the Notes has been accelerated (whether by declaration or otherwise) and the Trustee has delivered a notice of acceleration to the Collateral Agent, no release of Note Collateral pursuant to the provisions of this Indenture or the Collateral Documents will be effective as against the Holders.

Section 10.04 Specified Releases of Note Collateral.

Subject to Section 10.03, any asset included in the Note Collateral may be released from the Note Liens at any time or from time to time in accordance with the provisions of the Collateral Documents, upon the request of the Company pursuant to an Officers' Certificate certifying that all conditions precedent hereunder and under the Collateral Documents have been met and without the consent of the Collateral Agent, the Trustee or any Holder, and upon delivery by the Company to the Collateral Agent of an Officers' Certificate certifying that the asset has been sold or otherwise disposed of by the Company or a Subsidiary to a Person other than the Company in a transaction permitted by this Indenture, at the time of such sale or disposition.

Section 10.05 Release of All Note Collateral.

The Liens on, and pledges of, all Note Collateral will be terminated and released, and upon the request of the Company pursuant to an Officer' s Certificate certifying that all conditions precedent hereunder have been met, the Company will be entitled to releases of all assets included in the Note Collateral from the Note Liens under all Collateral Documents, without the consent of the Collateral Agent, the Trustee or any Holder, upon any of:

(a) payment in full of the principal of and accrued and unpaid interest on the Notes and all other Obligations hereunder and the Collateral Documents that are due and payable at or prior to the time such principal and accrued and unpaid interest are paid;

(b) a satisfaction and discharge of this Indenture in accordance with Section 8.02;

(c) the occurrence of a Legal Defeasance or Covenant Defeasance in accordance with Section 8.01; or

(d) the written consent of Holders of at least [ ]% in aggregate principal amount of the outstanding Notes, subject to Section 2.09, voting as a single

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class (including consents obtained in connection with a purchase of, or tender offer or exchange offer for, Notes).

Section 10.06 Matters as to Releases.

(a) In the event (x) that the Company has sold, exchanged, or otherwise disposed of or proposes to sell, exchange or otherwise dispose of any property or assets comprising Note Collateral that may be sold, exchanged or otherwise disposed of by the Company pursuant to and in accordance with Section 10.03(b), Section 10.04, or Section 10.05 and the provisions of any applicable Collateral Document and (y) the Company requests the Trustee or the Collateral Agent to execute and deliver a written instrument of disclaimer, release or quit-claim as to any interest in such property or assets under this Indenture and the Collateral Documents or, to the extent applicable to such property or assets, take all action that is necessary or reasonably requested by the Company (in each case at the expense of the Company) to release and reconvey to the Company, without recourse, such property or asset or deliver such property or asset in its possession to the Company, upon satisfaction of the conditions set forth herein or in the Collateral Documents for such execution and delivery or other action, the Collateral Agent or the Trustee, as applicable, shall execute, acknowledge and deliver to the Company (in proper form) such an instrument or take such other action so requested. As a condition precedent to such execution and delivery or such other action, the Trustee and the Collateral Agent shall be entitled to receive, and shall be fully protected in relying upon, an Opinion of Counsel and an Officers' Certificate, each stating (i) that such execution is authorized or permitted by this Indenture and the Collateral Documents, (ii) that all conditions precedent thereto herein and in any Collateral Documents have been satisfied and (iii) under which of the circumstances set forth in Section 10.03(b), Section 10.04, or Section 10.05, the Note Collateral is being released. All purchasers and grantees of any property or rights purporting to be released herefrom shall be entitled to rely upon any such instrument executed by the Collateral Agent or the Trustee, as applicable, hereunder as sufficient for the purpose of this Indenture and as constituting a good and valid release of the property therein described from the Lien of this Indenture or of the Collateral Documents.

(b) All instruments effectuating or confirming any release of any Note Liens shall have the effect solely of releasing such Note Liens as to the assets or property comprising Note Collateral described therein on customary terms and without any recourse, representation, warranty or liability whatsoever.

(c) The Trustee and the Collateral Agent are not required to serve, file, register or record any instrument releasing Note Collateral.

(d) The Company shall bear and pay all costs and expenses associated with any release of Note Liens pursuant to Section 10.03, Section 10.04 or Section 10.05,

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including all reasonable fees and disbursements of any attorneys or representatives acting for the Trustee or the Collateral Agent.

Section 10.07 Purchaser Protected.

No purchaser or grantee of any property or rights purporting to be released herefrom shall be bound to ascertain the authority of the Trustee or the Collateral Agent to execute the release or to inquire as to the existence of any conditions herein prescribed for the exercise of such authority; nor shall any purchaser or grantee of any property or rights permitted by this Indenture to be sold or otherwise disposed of by the Company be under any obligation to ascertain or inquire into the authority of the Company to make such sale or other disposition.

Section 10.08 Authorization of Actions to Be Taken by the Collateral Agent Under the Collateral Documents.

The Bank of New York is hereby appointed to act in its capacity as the Collateral Agent. Subject to the provisions of the applicable Collateral Documents, (a) the Collateral Agent shall execute and deliver the Collateral Documents and act in accordance with the terms thereof, (b) the Collateral Agent may, in its sole discretion and without the consent of the Trustee or the Holders, take all actions it deems necessary or appropriate in order to (1) enforce any of the terms of the Collateral Documents and (2) collect and receive any and all amounts payable in respect of the Obligations of the Company hereunder and under the Notes and the Collateral Documents and (c) the Collateral Agent shall have power to institute and to maintain such suits and proceedings as it may deem expedient to prevent any impairment of the Note Collateral by any act that may be unlawful or in violation of the Collateral Documents or this Indenture, and such suits and proceedings as the Collateral Agent may deem expedient to preserve or protect its interests and the interests of the Trustee and the Holders in the Note Collateral (including the power to institute and maintain suits or proceedings to restrain the enforcement of or compliance with any legislative or other governmental enactment, rule or order that may be unconstitutional or otherwise invalid if the enforcement of, or compliance with, such enactment, rule or order would impair the Note Liens or be prejudicial to the interests of the Holders, the Trustee or the Collateral Agent). Notwithstanding the foregoing, the Collateral Agent may, at the expense of the Company, request the direction of the Holders with respect to any such actions and upon receipt of the written consent of the Holders of at least at least [ ]% in aggregate principal amount of the outstanding Notes, subject to Section 2.09, voting as a single class (including consents obtained in connection with a purchase of, or tender offer or exchange offer for, Notes), shall take such actions.

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Section 10.09 Authorization of Receipt of Funds by the Collateral Agent Under the Collateral Documents.

The Collateral Agent is authorized to receive any funds for the benefit of itself, the Trustee and the Holders distributed under the Collateral Documents for turnover to the Trustee to make further distributions of such funds to itself, the Collateral Agent and the Holders in accordance with the provisions of Section 6.10 and the other provisions of this Indenture.

ARTICLE 11

[RESERVED]

Section 11.01 [Reserved].

Section 11.02 [Reserved].

Section 11.03 [Reserved].

Section 11.04 [Reserved].

Section 11.05 [Reserved].

Section 11.06 [Reserved].

Section 11.07 [Reserved].

Section 11.08 [Reserved].

Section 11.09 [Reserved].

Section 11.10 [Reserved].

Section 11.11 [Reserved].

ARTICLE 12

MISCELLANEOUS

Section 12.01 Trust Indenture Act Controls.

If any provision of this Indenture limits, qualifies or conflicts with the duties imposed by TIA Section 318(c), such TIA-imposed duties shall control. If any provision of this Indenture limits, qualifies or conflicts with another provision which is

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required to be included in this Indenture by the TIA, the required provision shall control. If any provision of this Indenture modifies or excludes any provision of the TIA that may be so modified or excluded, the provision of the TIA shall be deemed to apply to this Indenture as so modified or shall be excluded, as the case may be. Any provision of the TIA which is required to be included in a qualified Indenture, but not expressly included herein, shall be deemed to be included by this reference. Notwithstanding anything to the contrary in this paragraph, the Company will not be required to comply with all or any portion of TIA Section 314(b) or 314(d) if it determines, in good faith based on an Opinion of Counsel (which opinion may be a reasoned opinion and which opinion shall also be delivered to the Trustee), that under the terms of TIA Section 314(b) or Section 314(d), as applicable, or any interpretation or guidance as to the meaning thereof of the SEC and its staff, including "no action" letters or exemptive orders, all or any portion of TIA Section 314(b) or Section 314(d) is inapplicable.

Section 12.02 Notices.

(a) Any notices or other communications required or permitted hereunder or under any Collateral Document shall be in writing, and shall be sufficiently given if made by hand delivery, by telex, by telecopier, by email or other electronic format (including in portable document format (.pdf)), by overnight courier or registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

if sent other than by registered or certified mail to the Company:

[[**INS**]]

if sent by registered or certified mail to the Company:

[[**INS**]]

if to the Trustee:

[[**INS**]]

if to the Collateral Agent:

[[**INS**]]

(b) Each of the Company, the Collateral Agent or the Trustee by written notice to each other may designate additional or different addresses for notices to such Person. Any notice or communication to the Company, the Collateral Agent or the Trustee shall be deemed to have been given or made (whether or not the addressee receives it) as of the date so delivered if personally delivered; when receipt is acknowledged, if faxed, emailed or sent in other electronic form; one (1) Business Day

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after mailing if sent by overnight courier guaranteeing next day delivery; and five (5) calendar days after mailing if sent by registered or certified first class mail, postage prepaid and return receipt requested, in each case to the address shown above or designated as specified above (except that a notice of change of address shall not be deemed to have been given until actually received by the addressee).

(c) Any notice or communication mailed to a Holder shall be mailed to such Holder by registered or certified first class mail, postage prepaid and return receipt requested, or by overnight air courier guaranteeing next day delivery at such Holder' s address as it appears on the registration books of the Registrar and shall be sufficiently given to such Holder if so mailed within the time prescribed (whether or not the addressee receives it). Any notice or communication shall also be so mailed to any Person described in TIA Section 313(c), to the extent required by the TIA.

(d) Failure to mail a notice or communication to a Holder or any defect in it shall not affect its sufficiency with respect to other Holders.

(e) If the Company mails a notice or communication to Holders, it shall mail a copy to the Trustee and each Agent at the same time.

(f) Where this Indenture provides for notice in any manner, such notice may be waived in writing by the Person entitled to receive such notice, either before or after the event, and such waiver shall be the equivalent of such notice. Waivers of notice by Holders shall be filed with the Trustee, but such filing shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

(g) Where this Indenture provides for notice of any event to a Holder of a Global Note, such notice shall be sufficiently given if given to the Depository for such Note (or its designee), pursuant to its Applicable Procedures, not later than the latest date (if any), and not earlier than the earliest date (if any), prescribed for the giving of such notice.

Section 12.03 Communications by Holders with Other Holders.

Holders may communicate pursuant to TIA Section 312(b) with other Holders with respect to their rights under this Indenture, any Collateral Document or the Notes. The Company, the Trustee, the Collateral Agent, the Registrar and any other Person shall have the protection of TIA Section 312(c).

Section 12.04 Certificate and Opinion as to Conditions Precedent.

Upon any request or application by the Company to the Trustee or the Collateral Agent, as the case may be, to take any action under this Indenture, any

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Collateral Document or any other Indenture Document, the Company shall furnish to the Trustee or the Collateral Agent, as the case may be, upon request:

(a) an Officers' Certificate (which shall include the statements set forth in Section 10.05), in form and substance reasonably satisfactory to the Trustee or the Collateral Agent, as the case may be, stating that, in the opinion of the signers, all conditions precedent to be performed by the Company provided for in this Indenture, any Collateral Document or the Notes relating to the proposed action have been complied with; and

(b) an Opinion of Counsel (which shall include the statements set forth in Section 10.05) stating that, in the opinion of such counsel, all such conditions precedent to be performed by the Company provided for in this Indenture, any Collateral Document and the Notes relating to the proposed action have been complied with.

Section 12.05 Statements Required in Certificate or Opinion.

(a) Each certificate or opinion with respect to compliance with a condition or covenant provided for in this Indenture or any Collateral Document, other than the Officers' Certificate required by Section 4.06, shall include:

(1) a statement that the Person making such certificate or opinion has read such covenant or condition;

(2) a brief statement as to the nature and scope of the examination or investigation upon which the statements or opinions contained in such certificate or opinion are based;

(3) a statement that, in the opinion of such Person, he has made such examination or investigation as is reasonably necessary to enable him to express an informed opinion as to whether or not such covenant or condition has been complied with; and

(4) a statement as to whether or not, in the opinion of such Person, such condition or covenant has been complied with.

(b) In any case where several matters are required to be certified by, or covered by an opinion of, any specified Person, it is not necessary that all such matters be certified by, or covered by the opinion of, only one such Person, or that they be so certified or covered by only one document, but one such Person may certify or give an opinion with respect to some matters and one or more other such Persons as to other matters, and any such Person may certify or give an opinion as to such matters in one or several documents.

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(c) Any certificate or opinion of an officer of any Person may be based, insofar as it relates to legal matters, upon a certificate or opinion of, or representations by, counsel, unless such officer knows, or in the exercise of reasonable care should know, that the certificate or opinion or representations with respect to the matters upon which his certificate or opinion is based are erroneous. Any such certificate or opinion of, or representation by, counsel or any Opinion of Counsel may be based, insofar as it relates to factual matters, upon certificates of public officials or upon a certificate or opinion of, or representations by, an officer or officers of the Company (including an Officers' Certificate) stating that the information with respect to such factual matters is in the possession of the Company unless such counsel knows, or in the exercise of reasonable care should know, that the certificate or opinion or representations with respect to such matters are erroneous.

(d) Where any Person is required to make, give or execute two or more applications, requests, consents, certificates, statements, opinions or other instruments under this Indenture, they may, but need not, be consolidated and form one instrument.

Section 12.06 Rules by Trustee, Paying Agent, Registrar.

The Trustee may make reasonable rules in accordance with the Trustee' s customary practices for action by or at a meeting of Holders. The Paying Agent or Registrar may make reasonable rules for its functions.

Section 12.07 Legal Holidays.

A "Legal Holiday" used with respect to a particular place of payment means a Saturday, a Sunday or a day on which banking institutions in New York, New York or at such place of payment are not required to be open. If a payment date is a Legal Holiday at such place, payment may be made at such place on the next succeeding day that is not a Legal Holiday, and no interest shall accrue for the intervening period.

Section 12.08 Governing Law.

THIS INDENTURE, THE NOTES AND THE COLLATERAL DOCUMENTS SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, AS APPLIED TO CONTRACTS MADE AND PERFORMED WITHIN THE STATE OF NEW YORK, WITHOUT REGARD TO PRINCIPLES OF CONFLICT OF LAWS (OTHER THAN N.Y. GEN. OBL. LAW § 5-1401). EACH OF THE PARTIES HERETO AGREES TO SUBMIT TO THE JURISDICTION OF THE COURTS OF THE STATE OF NEW YORK IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS INDENTURE, THE NOTES, THE COLLATERAL DOCUMENTS OR THE TRANSACTIONS CONTEMPLATED BY THIS INDENTURE.

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Section 12.09 No Adverse Interpretation of Other Agreements.

This Indenture may not be used to interpret another indenture, loan or debt agreement of the Company or any of its Subsidiaries. Any such indenture, loan or debt agreement may not be used to interpret this Indenture.

Section 12.10 No Recourse Against Others.

No Affiliate, director, manager, officer, employee, incorporator, member or holder of any Equity Interests in the Company or the Trustee or any direct or indirect parent of the Company or the Trustee, as such, will have any liability for any obligations of the Company under the Notes, this Indenture or the Collateral Documents, or for any claim based on, in respect of, or by reason of, such obligations or their creation. Each Holder of the Notes by accepting a Note waives and releases all such liability. The waiver and release are part of the consideration for issuance of the Notes. The parties hereto acknowledge that such waiver may not be effective to waive liabilities under the federal securities laws.

Section 12.11 Successors.

All agreements of the Company in this Indenture and the Notes shall bind its successors. All agreements of the Trustee and the Collateral Agent in this Indenture shall bind their respective successors.

Section 12.12 Duplicate Originals.

All parties may sign any number of copies of this Indenture. Each signed copy shall be an original, but all of them together shall represent the same agreement.

Section 12.13 Severability.

In case any one or more of the provisions in this Indenture, the Notes or the other Indenture Documents shall be held invalid, illegal or unenforceable, in any respect for any reason, the validity, legality and enforceability of any such provision in every other respect and of the remaining provisions shall not in any way be affected or impaired thereby, it being intended that all of the provisions hereof shall be enforceable to the full extent permitted by law.

Section 12.14 Waiver of Jury Trial.

EACH OF THE COMPANY, THE TRUSTEE, THE COLLATERAL AGENT, AND BY ITS ACCEPTANCE THEREOF, EACH HOLDER OF A NOTE, HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY

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LAW, ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING ARISING OUT OF OR IN CONNECTION WITH THIS INDENTURE, THE COLLATERAL DOCUMENTS, THE NOTES OR THE TRANSACTIONS CONTEMPLATED BY THIS INDENTURE.

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IN WITNESS WHEREOF, the parties hereto have caused this Indenture to be duly executed, all as of the date first written above.

New MIG LLC

By: ______________________________
Name:
Title:

The Bank of New York, as Trustee

By: ______________________________
Name:
Title:

[Signature Page to Indenture]

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EXHIBIT A

FORM OF INITIAL NOTE

NEW MIG LLC

Variable Rate Senior Secured Notes due 2016

CUSIP No.:
No. $

NEW MIG LLC, a Delaware limited liability company (the "Company", which term includes any successor corporation), for value received promises to pay to Cede & Co. or registered assigns, the principal sum of Dollars, on [[IssueDay]], 2016.

Interest Payment Dates: [[IssueDay+6 months]] and [[IssueDay]], commencing [[IssueDay+6 months]], 2011.

Record Dates: [[IssueMonth+6 months]] 1 and [[IssueMonth]] 1.

Reference is made to the further provisions of this Note contained herein, which will for all purposes have the same effect as if set forth at this place.

IN WITNESS WHEREOF, the Company has caused this Note to be signed manually or by facsimile by its duly authorized officers.

Dated: **NEW MIG LLC**

By: ______________________________
Name:
Title:

This is one of the Variable Rate Senior Secured Notes due 2016, described in the within-mentioned Indenture.

Dated: The Bank of New York, as Trustee

By: ______________________________
Authorized Signatory

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(REVERSE OF NOTE)

NEW MIG LLC

Variable Rate Senior Secured Notes due 2016

1. Interest.

NEW MIG LLC, a Delaware limited liability company (the "Company"), promises to pay interest on the principal amount of this Note at the rate per annum shown above. The Company will pay interest semi-annually on [[IssueDay+6 months]] and [[IssueDay]] of each year (an "Interest Payment Date"), commencing [[IssueDay+6 months]], 2011. Interest on the Notes will accrue from the most recent date to which interest has been paid or, if no interest has been paid, from. Interest will be computed on the basis of a 360-day year of twelve 30-day months.

The Company shall pay interest on overdue principal from time to time on demand at the rate borne by the Notes plus 2% and on overdue installments of interest (without regard to any applicable grace periods) to the extent lawful.

2. Method of Payment.

The Company shall pay interest on the Notes (except defaulted interest) to the persons who are the registered Holders at the close of business on the Record Date immediately preceding the Interest Payment Date even if the Notes are canceled on registration of transfer or registration of exchange after such Record Date. Holders must surrender Notes to a Paying Agent to collect principal payments. The Company shall pay principal and interest in money of the United States that at the time of payment is legal tender for payment of public and private debts. The Company may deliver any such interest payment to the Paying Agent or to a Holder at the Holder' s registered address.

3. Paying Agent and Registrar.

Initially, The Bank of New York (the "Trustee") will act as Paying Agent and Registrar. The Company may change any Paying Agent, Registrar or co-Registrar without notice to the Holders.

4. Indenture.

The Company issued the Notes under an Indenture, dated as of [[IssueDay]], 2010 (the "Indenture"), between the Company and the Trustee.

Capitalized terms herein are used as defined in the Indenture unless otherwise defined herein. The terms of the Notes include those stated in the Indenture and those

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made part of the Indenture by reference to the Trust Indenture Act of 1939 (15 U.S.C. Sections 77aaa-77bbbb) (the "TIA as in effect on the date of the Indenture until such time as the Indenture is qualified under the TIA, and thereafter as in effect on the date on which the Indenture is qualified under the TIA. Notwithstanding anything to the contrary herein, the Notes are governed by all such terms, and Holders of Notes are referred to the Indenture and the TIA for a statement of them. Any conflict between the Notes and the Indenture will be governed by the Indenture. The Notes are senior secured obligations of the Company. Each Holder, by accepting a Note, agrees to be bound by all of the terms and provisions of the Indenture, as the same may be amended from time to time.

5. Redemption.

a. Optional Redemption.

The Company will be entitled, at its option, at any time and from time to time, to redeem all or any portion of the Notes upon not less than 30 nor more than 60 days' notice at 100% of the principal amount thereof, plus accrued and unpaid interest thereon, if any, to the applicable redemption date.

b. Mandatory Redemption

[Reserved].

6. Notice of Redemption.

Notice of redemption will be mailed at least 30 days but not more than 60 days before the Redemption Date to each Holder of Notes to be redeemed at such Holder's registered address. Notes in denominations of $1,000 may be redeemed only in whole. The Trustee may select for redemption portions (equal to $1,000 or any integral multiple thereof) of the principal of Notes that have denominations larger than $1,000.

If any Note is to be redeemed in part only, the notice of redemption that relates to such Note shall state the portion of the principal amount thereof to be redeemed. A new Note in a principal amount equal to the unredeemed portion thereof will be issued in the name of the Holder thereof upon cancellation of the original Note. On and after the Redemption Date, interest will cease to accrue on Notes or portions thereof called for redemption.

7. Denominations; Transfer; Exchange.

The Notes are in registered form, without coupons, in integral multiples of $1.00. A Holder shall register the transfer of or exchange Notes in accordance with the Indenture. The Registrar may require a Holder, among other things, to furnish appropriate endorsements and transfer documents and to pay certain transfer taxes or

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similar governmental charges payable in connection therewith as permitted by the Indenture. The Registrar need not register the transfer of or exchange any Notes or portions thereof selected for redemption, except the unredeemed portion of any security being redeemed in part.

8. Persons Deemed Owners.

The registered Holder of a Note shall be treated as the owner of it for all purposes.

9. Unclaimed Funds.

If funds for the payment of principal or interest remain unclaimed for [______], the Trustee and the Paying Agent will repay the funds to the Company at its request. After that, all liability of the Trustee and such Paying Agent with respect to such funds shall cease.

10. Discharge Prior to Redemption or Maturity.

If the Company at any time deposits with the Trustee U.S. Legal Tender or U.S. Government Obligations, or a combination thereof, sufficient to pay the principal of, premium, if any, and interest on the outstanding Notes on the stated date for payment or redemption, as the case may be, and complies with the other provisions of the Indenture relating thereto, the Company will be released and discharged from certain provisions of the Indenture and the Notes (including certain covenants, but excluding the Company' s obligation to pay the principal of and interest on the Notes).

11. Legal Defeasance and Covenant Defeasance.

The Company may be discharged from its obligations under the Indenture and the Notes except for certain provisions thereof, and may be discharged from its obligations to comply with certain covenants contained in the Indenture and the Notes, in each case upon satisfaction of certain conditions specified in the Indenture.

12. Amendment; Supplement; Waiver.

Subject to certain exceptions, the Indenture, the Notes and the Collateral Documents may be amended or supplemented with the written consent of the Holders of at least at least [ ]% in aggregate principal amount of the Notes then outstanding voting as a single class, and any existing Default or Event of Default or noncompliance with any provision of such agreements may be waived with the written consent of the Holders of at least [ ]% in aggregate principal amount of the Notes then outstanding voting as a single class. Without consent of any Holder, the parties thereto may amend or supplement the Indenture, the Notes or the Collateral Documents to, among other things, cure any

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ambiguity, defect or inconsistency, provide for uncertificated Notes in addition to or in place of certificated Notes, make any other change that would provide any additional rights or benefits to the Holders or that does not adversely affect in any material respect the legal rights of any Holder of a Note, to comply with the requirements of the SEC in order to effect or maintain the qualification of the Indenture under the TIA, to provide for any addition or release of Note Collateral permitted under the Indenture or the Collateral Documents.

13. Restrictive Covenants.

The Indenture imposes certain limitations on the ability of the Company to, among other things, incur additional Indebtedness or Liens, make payments in respect of their Capital Stock or certain Indebtedness, enter into transactions with Affiliates, merge or consolidate with any other Person or sell, assign, transfer, lease, convey or otherwise dispose of all or substantially all of their assets. Such limitations are subject to a number of important qualifications and exceptions.

14. Defaults and Remedies.

If an Event of Default occurs and is continuing with respect to certain events of bankruptcy, the Notes will automatically become due and payable in the manner, at the time and with the effect provided in the Indenture. If any other Event of Default occurs and is continuing, the Trustee or the Holders of at least [ ]% in aggregate principal amount of Notes then outstanding voting as a single class may declare all the Notes to be due and payable in the manner, at the time and with the effect provided in the Indenture. Holders of Notes may not enforce the Indenture except as provided in the Indenture. The Trustee is not obligated to enforce the Indenture or the Notes unless it has received reasonable indemnity satisfactory to it. The Indenture permits, subject to certain limitations therein provided, Holders of at least [ ]% in aggregate principal amount of the Notes then outstanding voting as a single class to direct the Trustee in its exercise of any trust or power. The Trustee may withhold from Holders of Notes notice of any continuing Default or Event of Default (except a Default in payment of principal or interest) if it determines that withholding notice is in their interest.

15. Trustee Dealings with Company.

The Trustee under the Indenture, in its individual or any other capacity, may become the owner or pledgee of Notes and may otherwise deal with the Company, its Subsidiaries and their respective Affiliates as if it were not the Trustee.

16. No Recourse Against Others.

No Affiliate, director, manager, officer, employee, incorporator, member or holder of any Equity Interests in the Company or the Trustee or any direct or indirect

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parent of the Company or the Trustee, as such, will have any liability for any obligations of the Company under the Notes, the Indenture or the Collateral Documents, or for any claim based on, in respect of, or by reason of, such obligations or their creation. Each Holder of the Notes by accepting a Note waives and releases all such liability. The waiver and release are part of the consideration for issuance of the Notes. The parties hereto acknowledge that such waiver may not be effective to waive liabilities under the federal securities laws.

17. Authentication.

This Note shall not be valid until the Trustee or Authenticating Agent signs the certificate of authentication on this Note.

18. Governing Law.

THIS NOTE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, AS APPLIED TO CONTRACTS MADE AND PERFORMED WITHIN THE STATE OF NEW YORK, WITHOUT REGARD TO PRINCIPLES OF CONFLICT OF LAWS (OTHER THAN N.Y. GEN. OBL. LAW § 5-1401). EACH HOLDER, BY ITS ACCEPTANCE OF ITS NOTE, AGREES TO SUBMIT TO THE JURISDICTION OF THE COURTS OF THE STATE OF NEW YORK IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS NOTE.

19. Abbreviations and Defined Terms.

Customary abbreviations may be used in the name of a Holder of a Note or an assignee, such as: TEN COM (= tenants in common), TEN ENT (= tenants by the entireties), JT TEN (= joint tenants with right of survivorship and not as tenants in common), CUST (= Custodian), and U/G/M/A (= Uniform Gifts to Minors Act).

20. Security.

The Company' s obligations under the Notes are secured by Liens on the Note Collateral pursuant to the terms of the Collateral Documents. The actions of the Trustee and the Holders of the Notes in the enforcement of any remedies with respect to the Note Collateral and the application of the proceeds therefrom are limited pursuant to the terms of the Collateral Documents.

21. CUSIP Numbers.

Pursuant to a recommendation promulgated by the Committee on Uniform Security Identification Procedures, the Company has caused CUSIP numbers to be printed on the Notes as a convenience to the Holders of the Notes. No representation is

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made as to the accuracy of such numbers as printed on the Notes and reliance may be placed only on the other identification numbers printed hereon.

22. Acceptance.

Each Holder, by its acceptance of its Note authorizes the Trustee and the Collateral Agent to bind the Holders to the extent provided in the Indenture.

23. WAIVER OF JURY TRIAL.

EACH HOLDER, BY ITS ACCEPTANCE OF ITS NOTE, HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING ARISING OUT OF OR IN CONNECTION WITH THIS NOTE, THE INDENTURE, THE COLLATERAL DOCUMENTS OR THE TRANSACTIONS CONTEMPLATED THEREBY.

The Trustee will furnish to any Holder of a Note upon written request and without charge a copy of the Indenture. Requests may be made to: **[[INS]]**.

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ASSIGNMENT FORM

If you the Holder want to assign this Note, fill in the form below and have your signature guaranteed:

I or we assign and transfer this Note to:

____

____

(Print or type name, address and zip code, social security or tax ID of assignee)

and irrevocably appoint ____ agent to transfer this Note on the books of the Company. The agent may substitute another to act for him.

Dated:

____

Signed:

____

(Sign exactly as name appears on the other side of this Note)

Signature Guarantee:

____

Participant in a recognized Signature Guarantee Medallion Program
(or other signature guarantor program reasonably acceptable to the Trustee)

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EXHIBIT B

FORM OF LEGEND FOR GLOBAL NOTE

Any Global Note authenticated and delivered hereunder shall bear a legend in substantially the following form:

THIS NOTE IS A GLOBAL NOTE WITHIN THE MEANING OF THE INDENTURE HEREINAFTER REFERRED TO AND IS REGISTERED IN THE NAME OF A DEPOSITORY OR A NOMINEE OF A DEPOSITORY OR A SUCCESSOR DEPOSITORY. THIS NOTE IS NOT EXCHANGEABLE FOR NOTES REGISTERED IN THE NAME OF A PERSON OTHER THAN THE DEPOSITORY OR ITS NOMINEE EXCEPT IN THE LIMITED CIRCUMSTANCES DESCRIBED IN THE INDENTURE, AND NO TRANSFER OF THIS SECURITY (OTHER THAN A TRANSFER OF THIS SECURITY AS A WHOLE BY THE DEPOSITORY TO A NOMINEE OF THE DEPOSITORY OR BY A NOMINEE OF THE DEPOSITORY TO THE DEPOSITORY OR ANOTHER NOMINEE OF THE DEPOSITORY) MAY BE REGISTERED EXCEPT IN THE LIMITED CIRCUMSTANCES DESCRIBED IN THE INDENTURE.

UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY, A NEW YORK CORPORATION ("DTC"), TO THE ISSUER OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE, OR PAYMENT, AND ANY CERTIFICATE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

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Exhibit T3E

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re: MIG, INC., Debtor.	Chapter 11 Case No. 09-12118 (KG)

SECOND AMENDED DISCLOSURE STATEMENT WITH RESPECT TO THE JOINT SECOND AMENDED CHAPTER 11 PLAN OF REORGANIZATION FOR MIG, INC.

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Sandra G. M. Selzer (DE Bar No. 4283)
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-and-

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-and-

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Counsel to the Official Committee of Unsecured Creditors

DATED: August 19, 2010

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DISCLAIMER

THE INFORMATION CONTAINED IN THIS DISCLOSURE STATEMENT IS INCLUDED HEREIN FOR PURPOSES OF SOLICITING ACCEPTANCES OF THE JOINT SECOND AMENDED CHAPTER 11 PLAN FOR MIG, INC. PROPOSED BY THE DEBTOR AND THE COMMITTEE (THE "PLAN PROPONENTS") AND MAY NOT BE RELIED UPON FOR ANY PURPOSE OTHER THAN TO DETERMINE HOW TO VOTE ON THE PLAN. NO PERSON MAY GIVE ANY INFORMATION OR MAKE ANY REPRESENTATIONS, OTHER THAN THE INFORMATION AND REPRESENTATIONS CONTAINED IN THIS DISCLOSURE STATEMENT, REGARDING THE PLAN OR THE SOLICITATION OF ACCEPTANCES OF THE PLAN.

EXCEPT AS OTHERWISE PROVIDED HEREIN, CAPITALIZED TERMS NOT OTHERWISE DEFINED IN THIS DISCLOSURE STATEMENT HAVE THE MEANINGS ASCRIBED TO THEM IN THE PLAN. UNLESS OTHERWISE NOTED, ALL DOLLAR AMOUNTS PROVIDED IN THIS DISCLOSURE STATEMENT AND THE PLAN ARE GIVEN IN UNITED STATES DOLLARS.

THIS DISCLOSURE STATEMENT CONTAINS SUMMARIES OF CERTAIN PROVISIONS OF THE PLAN, CERTAIN STATUTORY PROVISIONS, CERTAIN DOCUMENTS RELATING TO THE PLAN, CERTAIN EVENTS THAT HAVE OCCURRED IN THE CHAPTER 11 CASE, AND CERTAIN FINANCIAL INFORMATION. ALTHOUGH THE PLAN PROPONENTS BELIEVE THAT ALL SUCH SUMMARIES ARE FAIR AND ACCURATE AS OF THE DATE HEREOF, SUCH SUMMARIES ARE QUALIFIED TO THE EXTENT THAT THEY DO NOT SET FORTH THE ENTIRE TEXT OF UNDERLYING DOCUMENTS AND TO THE EXTENT THAT THEY MAY CHANGE AS PERMITTED BY THE PLAN AND APPLICABLE LAW. FACTUAL INFORMATION CONTAINED IN THIS DISCLOSURE STATEMENT HAS BEEN PROVIDED BY THE DEBTOR' S MANAGEMENT, EXCEPT WHERE OTHERWISE SPECIFICALLY NOTED. NEITHER OF THE PLAN PROPONENTS WARRANT OR REPRESENT THAT THE INFORMATION CONTAINED IN THIS DISCLOSURE STATEMENT, INCLUDING THE FINANCIAL INFORMATION, IS WITHOUT ANY MATERIAL INACCURACY OR OMISSION.

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ALL HOLDERS OF CLAIMS OR INTERESTS ARE ADVISED AND ENCOURAGED TO READ THIS DISCLOSURE STATEMENT AND THE PLAN IN THEIR ENTIRETY BEFORE VOTING TO ACCEPT OR REJECT THE PLAN. PLAN SUMMARIES AND STATEMENTS MADE IN THIS DISCLOSURE STATEMENT ARE QUALIFIED IN THEIR ENTIRETY BY REFERENCE TO THE PLAN, THE EXHIBITS ANNEXED TO THE PLAN, THE PLAN SUPPLEMENT DOCUMENTS ONCE FILED, AND THIS DISCLOSURE STATEMENT. THE STATEMENTS CONTAINED IN THIS DISCLOSURE STATEMENT ARE MADE ONLY AS OF THE DATE HEREOF, AND THERE CAN BE NO ASSURANCE THAT THE STATEMENTS CONTAINED HEREIN WILL BE CORRECT AT ANY TIME AFTER THE DATE HEREOF.

THIS DISCLOSURE STATEMENT HAS BEEN PREPARED IN ACCORDANCE WITH SECTION 1125 OF THE UNITED STATES BANKRUPTCY CODE AND RULE 3016(C) OF THE FEDERAL RULES OF BANKRUPTCY PROCEDURE AND NOT NECESSARILY IN ACCORDANCE WITH FEDERAL OR STATE SECURITIES LAWS OR OTHER NON-BANKRUPTCY LAW. THIS DISCLOSURE STATEMENT HAS BEEN NEITHER APPROVED NOR DISAPPROVED BY THE SECURITIES AND EXCHANGE COMMISSION (THE "SEC"), OR ANY STATE SECURITIES COMMISSION, AND NEITHER THE SEC NOR ANY STATE SECURITIES COMMISSION HAS PASSED UPON THE ACCURACY OR ADEQUACY OF THE INFORMATION CONTAINED HEREIN. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE. PERSONS OR ENTITIES TRADING IN OR OTHERWISE PURCHASING, SELLING OR TRANSFERRING SECURITIES OR CLAIMS OF MIG, INC. IN THIS CASE SHOULD EVALUATE THIS DISCLOSURE STATEMENT AND THE PLAN IN LIGHT OF THE PURPOSE FOR WHICH THEY WERE PREPARED.

AS TO CONTESTED MATTERS, ADVERSARY PROCEEDINGS AND OTHER ACTIONS OR THREATENED ACTIONS, THIS DISCLOSURE STATEMENT SHALL NOT CONSTITUTE OR BE CONSTRUED AS AN ADMISSION OF ANY FACT OR LIABILITY, STIPULATION OR WAIVER, BUT RATHER AS A STATEMENT MADE IN SETTLEMENT NEGOTIATIONS PURSUANT TO RULE 408 OF THE FEDERAL RULES OF EVIDENCE AND OTHER APPLICABLE EVIDENTIARY RULES. THIS DISCLOSURE STATEMENT SHALL NOT BE ADMISSIBLE IN ANY NON-BANKRUPTCY PROCEEDING NOR SHALL IT BE CONSTRUED TO BE CONCLUSIVE ADVICE ON THE TAX, SECURITIES OR OTHER LEGAL EFFECTS OF THE PLAN AS TO HOLDERS OF CLAIMS AGAINST, OR INTERESTS IN, MIG, INC. IN THIS CASE. YOU SHOULD CONSULT YOUR PERSONAL COUNSEL OR TAX ADVISOR WITH RESPECT TO ANY

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QUESTIONS OR CONCERNS REGARDING TAX, SECURITIES, OR OTHER LEGAL CONSEQUENCES OF THE PLAN.

TO ENSURE COMPLIANCE WITH TREASURY DEPARTMENT CIRCULAR 230, EACH HOLDER IS HEREBY NOTIFIED THAT (A) ANY DISCUSSION OF U.S. FEDERAL TAX ISSUES IN THIS DISCLOSURE STATEMENT IS NOT INTENDED OR WRITTEN TO BE RELIED UPON, AND CANNOT BE RELIED UPON, BY ANY HOLDER FOR THE PURPOSE OF AVOIDING PENALTIES THAT MAY BE IMPOSED ON A HOLDER UNDER THE TAX CODE; (B) SUCH DISCUSSION IS INCLUDED HEREIN BY THE DEBTOR IN CONNECTION WITH THE PROMOTION OR MARKETING (WITHIN THE MEANING OF CIRCULAR 230) BY THE DEBTOR OF THE TRANSACTIONS OR MATTERS ADDRESSED HEREIN; AND (C) EACH HOLDER SHOULD SEEK ADVICE BASED ON ITS PARTICULAR CIRCUMSTANCES FROM AN INDEPENDENT TAX ADVISOR.

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TABLE OF EXHIBITS

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Exhibit B	Pro Forma Financial Projections
Exhibit C	Liquidation Analysis
Exhibit D	Management Discussion and Analysis of Magticom (2009)
Exhibit E	Five Year Business Plan of Magticom
Exhibit F	Settlement Agreement

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SECOND AMENDED DISCLOSURE STATEMENT
WITH RESPECT TO THE JOINT SECOND AMENDED
CHAPTER 11 PLAN OF REORGANIZATION FOR MIG, INC.

I. INTRODUCTION

MIG, Inc., the debtor and debtor-in-possession (the "Debtor" or "MIG") and the Official Committee of Unsecured Creditors appointed in the Chapter 11 Case (the "Committee") submit this second amended disclosure statement (the "Disclosure Statement") pursuant to section 1125 of title 11 of the United States Code (the "Bankruptcy Code"), for use in the solicitation of votes on the Joint Second Amended Chapter 11 Plan of Reorganization for MIG, Inc. dated August 15, 2010 (the "Plan") proposed jointly by the Debtor and the Committee. **A copy of the Plan is attached as Exhibit A to this Disclosure Statement. All capitalized terms used in this Disclosure Statement but not otherwise defined herein have the meanings ascribed to such terms in Article I of the Plan.**

This Disclosure Statement sets forth certain information regarding the Debtor' s prepetition operating and financial history, its reasons for seeking protection and reorganization under chapter 11, significant events that have occurred during the Chapter 11 Case and the anticipated organization, operations, and financing of the Debtor upon its successful emergence from chapter 11. This Disclosure Statement also describes certain terms and provisions of the Plan, certain effects of Confirmation of the Plan, certain risk factors associated with the Plan and the securities to be issued under the Plan, and the manner in which Distributions will be made under the Plan. In addition, this Disclosure Statement discusses the Confirmation process and the voting procedures that Holders of Claims entitled to vote under the Plan must follow for their votes to be counted.

Pursuant to the provisions of the Bankruptcy Code, only Classes of Claims or Interests that are (i) "Impaired" by a plan of reorganization and (ii) entitled to receive a Distribution under such plan are entitled to vote on such Plan. In the Debtor' s case, Claims and Interests in **Classes 5 and 6** are Impaired by, and entitled to receive a Distribution under, the Plan, and only the Holders of Claims and Interests in those Classes are entitled to vote to accept or reject the Plan. Claims in **Classes 1 through 4** are Unimpaired by the Plan, and such Holders are conclusively presumed to have accepted the Plan.

THE DEBTOR AND THE COMMITTEE BELIEVE THAT THE PLAN WILL ENABLE THE DEBTOR TO SUCCESSFULLY REORGANIZE AND ACCOMPLISH THE OBJECTIVES OF CHAPTER 11 AND THAT ACCEPTANCE OF THE PLAN IS IN THE BEST INTERESTS OF THE DEBTOR AND ITS CREDITORS AND EQUITY HOLDERS, INCLUDING THE HOLDERS OF CLAIMS AND INTERESTS IN CLASSES 5 AND 6. THE DEBTOR AND THE COMMITTEE URGE SUCH HOLDERS TO VOTE TO ACCEPT THE PLAN.

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II. OVERVIEW OF THE PLAN

The following is a brief overview of the material provisions of the Plan and is qualified in its entirety by reference to the full text of the Plan. For a more detailed description of the terms and provisions of the Plan, see Article VI of this Disclosure Statement, entitled "Summary of the Plan of Reorganization."

The Plan designates five (5) Classes of Claims and one (1) Class of Interests in the Debtor. These Classes take into account the differing nature and priority of the various Claims and Interests under the Bankruptcy Code.

The Debtor and the Committee believe that the Plan provides the best means currently available for the Debtor' s emergence from chapter 11.

A. General Structure of the Plan

Claims are treated generally in accordance with the priorities established under the Bankruptcy Code. Claims that have priority status under the Bankruptcy Code or that are secured by valid Liens on Collateral are to be paid in full, Reinstated or otherwise treated as provided in the Plan.

The following is an overview of certain material terms of the Plan:

The Debtor will be reorganized pursuant to the Plan, converted into a Delaware limited liability company and continue in operation.

Allowed Administrative Claims and Priority Tax Claims will be paid in full as required by the Bankruptcy Code, unless otherwise agreed to by the Debtor and the Holders of such Claims.

Allowed Other Class 1 Priority Claims will be paid in full in Cash on the Distribution Date, unless otherwise agreed to by the Debtors and the Holders of such Claims.

Holders of Allowed Class 2 Secured Workers' Compensation Obligations Claims will continue to receive Cash payments in the ordinary course as set forth in the Order Authorizing the Debtor to Pay Certain Prepetition Workers' Compensation Obligations in the Ordinary Course of Business Pursuant to Sections 105(a) and 363 of the Bankruptcy Code [Docket No. 97].

Each Holder of an Allowed Class 3 General Unsecured Claim shall be paid in Cash on the Distribution Date, one hundred percent (100%) of the Allowed amount of its Class 3 Claim plus interest from the Petition Date to the Effective Date, in full, final and complete satisfaction, settlement, release, and discharge of such Allowed Class 3 Claim.

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Each Holder of an Allowed Class 4 Claim shall receive, in full, final and complete satisfaction, settlement, release, and discharge of such Allowed Class 4 Claim, (i) its SERP Catch-up Payment, and (ii) monthly Cash payments on account of the Supplemental Employee Retirement Benefits due in the ordinary course after the Effective Date.

Each Holder of an Allowed Class 5 Claim shall be entitled to receive, in full, final and complete satisfaction, settlement, release, and discharge of such Allowed Class 5 Claim, their Pro Rata share of: (i) the New MIG Notes, (ii) the New Warrants; (iii) Beneficial Interests in the Class 5 Trust; (iv) the Excess Cash less Withheld Excess Cash; and (v) any Withheld Excess Cash as provided in Section 3.03(a)(iv) of the Plan.

The Holder of the Allowed Class 6 Common Equity Interests shall receive 100% of the New Common LLC Interests subject to dilution by the New Warrants.

B. Summary of Treatment of Claims and Interests under the Plan

The table below summarizes the classification and treatment of the Claims and Interests under the Plan. Estimated Claim amounts assume a calculation date of October 15, 2010, except that General Unsecured Claims are calculated as of the Petition Date. Estimated percentage recoveries are also set forth below for certain Classes of Claims. Estimated percentage recoveries have been calculated based upon a number of assumptions, including the estimated amount of Allowed Claims in each Class.

For certain Classes of Claims, the actual amounts of Allowed Claims could materially exceed or could be materially less than the estimated amounts shown in the table that follows. The Plan Proponents have not yet fully reviewed and analyzed all Claims and Interests. Estimated Claim amounts for each Class set forth below are based upon the Debtor' s review of its books and records and Filed Proofs of Claim, and include estimates of a number of Claims that are contingent, disputed, and/or unliquidated.

The valuation of the Reorganized Debtor will be based on a number of assumptions and conditions, which are more fully set forth in Section X.E of this Disclosure Statement entitled "Feasibility of the Plan and Best Interests of Creditors−Valuation of the Reorganized Debtor."

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Description and Amount of Claims or Interests	Summary of Treatment
Class 1: Other Priority Claims Estimated Aggregate Allowed amount of Class 1 Claims: $0	Unimpaired Class 1 consists of Other Priority Claims against the Debtor. Unless otherwise agreed to by the Holders of the Allowed Class 1 Claims and the Debtor, each Holder of an Allowed Class 1 Claim shall receive, in full, final and complete satisfaction, settlement, release, and discharge of such Allowed Class 1 Claim, payment of the Allowed Class 1 Claim in full in Cash on the Distribution Date. Class 1 Claims are Unimpaired and are therefore not entitled to vote on the Plan. Estimated Recovery: 100%
Class 2: Secured Workers' Compensation Obligations Claims Estimated Aggregate Allowed amount of Class 2 Claims: Unknown	Unimpaired Class 2 consists of Secured Workers' Compensation Obligations Claims against the Debtor. Each Holder of an Allowed Class 2 Claim shall have its Claim Reinstated and shall receive, in full, final and complete satisfaction, settlement, release, and discharge of such Allowed Class 2 Claim and on account of its Allowed Class 2 Claim, Cash payments in the ordinary course as set forth in the Order Authorizing the Debtor to Pay Certain Prepetition Workers' Compensation Obligations in the Ordinary Course of Business Pursuant to Sections 105(a) and 363 of the Bankruptcy Code [Docket No. 97]. Class 2 Claims are Unimpaired and are therefore not entitled to vote on the Plan. Estimated Recovery: 100%
Class 3: General Unsecured Claims Estimated Aggregate Allowed amount of Class 3 Claims: $1,180,384.96 million.	Unimpaired Each Holder of an Allowed Class 3 Claim shall be paid in Cash on the Distribution Date, one hundred percent (100%) of the Allowed amount of its Claim, in full, final and compete satisfaction, settlement, release, and discharge of such Allowed Class 3 Claim, plus simple interest at the post-judgment interest rate provided for in

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Description and Amount of Claims or Interests	Summary of Treatment
	28 U.S.C. 1961 (on the Petition Date) on the unpaid principal amount of such Allowed Claim from the Petition Date to and including the Effective Date. Class 3 Claims are Unimpaired, and therefore are not entitled to vote on the Plan. Estimated Recovery: 100%
Class 4: Supplemental Employee Retirement Claims Estimated Aggregate Allowed amount of Class 4 Claims: $460,819.52 plus $28,801.22 a month.	Unimpaired Class 4 consists of the Supplemental Employee Retirement Claims against the Debtor. On the Distribution Date, each Holder of an Allowed Class 4 Claim shall receive, in full, final and complete satisfaction, settlement, release, and discharge of such Allowed Class 4 Claim (i) its SERP Catch-up Payment, and (ii) monthly Cash payments on account of the Supplemental Employee Retirement Benefits due in the ordinary course after the Effective Date, plus simple interest on the SERP Catch-Up Payment from the Petition Date, or such later date that such payment was originally due, to and including the Effective Date, at the post-judgment interest rate provided for in 28 U.S.C. 1961 (on the Petition Date) on the unpaid principal amount of such Allowed Claim. Class 4 Claims are Unimpaired, and therefore are not entitled to vote on the Plan. Estimated Recovery: 100%
Class 5: Preferred Shareholder Claims Estimated Aggregate Allowed amount of Class 5 Claims: Approximately $224,717,235.34 plus interest to and including the Effective Date.	Impaired Class 5 consists of all Preferred Shareholder Claims against the Debtor. On the Effective Date, each Holder of an Allowed Class 5 Claim shall be entitled to receive, in full, final and complete satisfaction, settlement, release, and discharge of such Allowed Class 5 Claim, subject to the provisions of Section 11.10 of the Plan, its Pro Rata share of: (i) the New MIG Notes to be issued pursuant to Section 5.04 of the Plan and secured by the Class 5 Collateral as provided in the New MIG Notes Indenture, the Stock

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Description and Amount of Claims or Interests	Summary of Treatment
	Pledge Agreement(s), the Stock Escrow Agreement(s), the Deposit Account Control Agreement and the Blanket Lien, (ii) the New Warrants to be issued pursuant to Section 5.04 of the Plan, (iii) Beneficial Interests in the Class 5 Trust to be established pursuant to Section 5.08 of the Plan; and (iv) the Excess Cash not including any Withheld Excess Cash, provided, however, that any Withheld Excess Cash shall be paid to the Holders of Allowed Class 5 Claims as follows: (a) Effective as of the Effective Date, the principal amount of the New MIG Notes shall be increased by the amount of the Withheld Excess Cash; and (b) The amount of the Withheld Excess Cash shall be transferred to the Indenture Trustee by not later than fifteen (15) days after received by the Reorganized Debtor and in any event by not later than one (1) year after the Effective Date pursuant to the Mandatory Redemption Provisions of the New MIG Notes and New MIG Notes Indenture. The Indenture Trustee shall use such Withheld Excess Cash to redeem New MIG Notes Pro Rata at the next scheduled Interest Payment Date under the New MIG Notes Indenture. The Reorganized Debtor shall exercise its best efforts to cause the Withheld Excess Cash to be distributed from Magticom to ITCL, from ITCL to ITC, and from ITC to the Reorganized Debtor as soon as practicable after the Effective Date, and to the fullest extent permitted by law, shall not take any actions, or permit the New Board to take any actions, to delay the distribution of such Withheld Excess Cash to the Indenture Trustee to fund the Mandatory Redemption Provisions of the New MIG Notes and the New MIG Indenture. Class 5 is Impaired, and Holders of Class 5 Claims will be entitled to vote to accept or reject the Plan. Estimated Recovery: 100%

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Description and Amount of Claims or Interests	Summary of Treatment
Class 6: Common Equity Interests	Impaired Class 6 consists of all Common Equity Interests in the Debtor held by CaucusCom as of the Petition Date. The Holder of the Allowed Class 6 Interest shall receive 100% of the New Common LLC Interests in the Reorganized Debtor subject to the New Warrants. Class 6 is Impaired, and the Holders of Class 6 Interests will be entitled to vote to accept or reject the Plan.

As set forth above, estimated Claim amounts assume a calculation date of October 15, 2010, except that Unsecured Claims are calculated as of the Petition Date. The calculation date is not necessarily the Effective Date of the Plan or the Distribution Date. The Effective Date will occur after the Confirmation Date, when the conditions precedent to the occurrence of the Effective Date are satisfied. The Reorganized Debtor will File a notice of the occurrence of the Effective Date within five (5) business days thereafter.

THE DEBTOR AND THE COMMITTEE BELIEVE THAT THE PLAN PROVIDES THE BEST RECOVERIES POSSIBLE FOR HOLDERS OF CLAIMS AND INTERESTS IN THE DEBTOR AND THUS **STRONGLY RECOMMEND** THAT YOU VOTE TO **ACCEPT** THE PLAN.

III. PLAN VOTING INSTRUCTIONS AND PROCEDURES

A. Notice to Holders of Claims and Interests in the Debtor

Approval by the Bankruptcy Court of this Disclosure Statement means that the Bankruptcy Court has found that this Disclosure Statement contains information of a kind and in sufficient and adequate detail to enable Holders of Claims entitled to vote on the Plan to make an informed judgment about whether to accept or reject the Plan. THE BANKRUPTCY COURT' S APPROVAL OF THIS DISCLOSURE STATEMENT DOES NOT CONSTITUTE EITHER A GUARANTEE OF THE ACCURACY OR COMPLETENESS OF THE INFORMATION CONTAINED HEREIN OR AN ENDORSEMENT OF THE PLAN BY THE BANKRUPTCY COURT.

IF THE PLAN IS APPROVED BY THE REQUISITE VOTE OF HOLDERS OF CLAIMS AND INTERESTS ENTITLED TO VOTE AND IS SUBSEQUENTLY CONFIRMED BY THE BANKRUPTCY COURT, THE PLAN WILL BIND ALL HOLDERS OF CLAIMS AGAINST, AND INTERESTS IN, THE DEBTOR, WHETHER OR NOT THEY WERE ENTITLED TO VOTE OR DID VOTE ON THE PLAN AND WHETHER OR NOT THEY RECEIVE OR RETAIN ANY DISTRIBUTIONS OR PROPERTY UNDER THE PLAN.

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THUS ALL HOLDERS OF CLAIMS AGAINST AND INTERESTS IN THE DEBTOR ENTITLED TO VOTE ARE ENCOURAGED TO READ THIS DISCLOSURE STATEMENT AND ITS APPENDICES, SUPPLEMENTS AND EXHIBITS CAREFULLY AND IN THEIR ENTIRETY BEFORE DECIDING TO VOTE EITHER TO ACCEPT OR REJECT THE PLAN.

THIS DISCLOSURE STATEMENT AND THE PLAN ARE THE ONLY DOCUMENTS AUTHORIZED BY THE BANKRUPTCY COURT TO BE USED IN CONNECTION WITH THE SOLICITATION OF VOTES TO ACCEPT OR REJECT THE PLAN. No solicitation of votes may be made except after distribution of this Disclosure Statement, and no person has been authorized to distribute any information concerning the Debtor other than the information contained herein or therein. No such information should be relied upon in making a determination to vote to accept or reject the Plan.

B. Voting Rights

Pursuant to the provisions of the Bankruptcy Code, only holders of claims and interests in classes that are (a) treated as "impaired" by a plan of reorganization and (b) entitled to receive a distribution under such plan are entitled to vote on such plan. Under the Plan, Holders of Claims and Interests in Classes 5 and 6 are entitled to vote on the Plan. Claims in other Classes are Unimpaired and their Holders are deemed to have accepted the Plan.

Pursuant to Bankruptcy Code section 105(a) and Bankruptcy Rule 3003(c)(2), any Holder of a Claim or Holder of an Interest (a) that is either (i) not scheduled or (ii) scheduled at zero, as unknown or as disputed, contingent or unliquidated, and (b) that is not the subject of a Proof of Claim or Proof of Interest Filed by the applicable Bar Date set by the Court will not be treated by the Plan Proponents as a creditor with respect to such Claim or an Interest Holder with respect to such Interest for purposes of voting on or objecting to the Plan.

In terms of calculating the amount of Claims for voting purposes, (a) Claims will be counted in the amount listed on the Schedules if (i) the Claim is not scheduled as unliquidated, contingent, disputed or undetermined, and (ii) no Proof of Claim or Proof of Interest has been timely filed; (b) Claims will be counted in the amount listed in a timely filed Proof of Claim or Proof of Interest if (i) the Claim amount is not contingent and unliquidated, and (ii) the Claim is not subject to an objection; or (iii) Claims will be counted in the amount temporarily allowed by the Bankruptcy Court pursuant to a Bankruptcy Rule 3018(a) motion for such relief filed no later than September 10, 2010 if a hearing on such motion is held before the Confirmation Hearing.

With respect to alleged Creditors who have timely Filed Proofs of Claim in wholly unliquidated, unknown or uncertain amounts that are not the subject of an objection, such ballots shall be counted in determining whether the numerosity requirement of section 1126(c) of the Bankruptcy Code has been met, but shall be ascribed a value of one dollar ($1.00) for voting purposes only in determining whether the aggregate Claim Amount requirement has been met.

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C. Solicitation Materials

In soliciting votes for the Plan pursuant to this Disclosure Statement, the Debtor, through its voting agent, The Garden City Group, Inc. (the "Voting Agent"), will send to Holders of Claims who are entitled to vote copies of (a) this Disclosure Statement and the Plan, (b) the notice of, among other things, (i) the date, time, and place of the hearing to consider Confirmation of the Plan and related matters and (ii) the deadline for filing objections to Confirmation of the Plan (the "Confirmation Hearing Notice"), (c) one or more ballots (and return envelopes) to be used in voting to accept or to reject the Plan, and (d) other materials as authorized by the Bankruptcy Court, as more fully set forth in the Solicitation Procedures Order.

If you are the Holder of a Claim or Interest who believes you are entitled to vote on the Plan, but you did not receive a Ballot or your Ballot is damaged or illegible, or if you have any questions concerning voting procedures, you should contact the Voting Agent:

Attn: MIG Bankruptcy Administration
c/o THE GARDEN CITY GROUP, INC.
5151 Blazer Parkway, Suite A
Dublin, Ohio 43017
Telephone: (800) 327-3664

D. Voting Procedures, Ballots, and Voting Deadline

After carefully reviewing the Plan, this Disclosure Statement, and the detailed instructions accompanying your Ballot, you are asked to indicate your acceptance or rejection of the Plan by voting in favor of or against the Plan on the accompanying Ballot.

Each Ballot has been coded to reflect the Class of Claims or Interest it represents. Accordingly, in voting to accept or reject the Plan, you must use only the coded Ballot(s) sent to you with this Disclosure Statement.

All votes to accept or reject the Plan must be cast by using the Ballot enclosed with this Disclosure Statement. IN ORDER FOR YOUR VOTE TO BE COUNTED, YOUR BALLOT MUST BE PROPERLY COMPLETED AS SET FORTH ABOVE AND IN ACCORDANCE WITH THE VOTING INSTRUCTIONS ON THE BALLOT AND RECEIVED NO LATER THAN **September 23, 2010, AT 5:00 P.M.** EASTERN TIME (THE "VOTING DEADLINE") AT THE FOLLOWING ADDRESS:

Attn: MIG Bankruptcy Administration
c/o THE GARDEN CITY GROUP, INC.
5151 Blazer Parkway, Suite A
Dublin, Ohio 43017

UNLESS OTHERWISE PROVIDED IN THE INSTRUCTIONS ACCOMPANYING THE BALLOTS, BALLOTS CAST BY FACSIMILE, E-MAIL OR OTHER ELECTRONIC MEANS WILL NOT BE ACCEPTED. BALLOTS THAT ARE

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RECEIVED BUT NOT SIGNED WILL NOT BE COUNTED. DO NOT RETURN ANY STOCK CERTIFICATES, DEBT INSTRUMENTS, OR OTHER EVIDENCES OF YOUR CLAIM WITH YOUR BALLOT.

If you have any questions about (a) the procedure for voting your Claim or Interest, (b) the packet of materials that you have received, or (c) the amount of your Claim, or if you wish to obtain, at your own expense (unless otherwise specifically required by Bankruptcy Rule 3017(d)), an additional copy of the Plan, this Disclosure Statement, or any appendices or exhibits to such documents, please contact:

MIG Bankruptcy Administration
c/o THE GARDEN CITY GROUP, INC.
5151 Blazer Parkway, Suite A
Dublin, Ohio 43017
Telephone: (800) 327-3664

For further information and general instructions on voting to accept or reject the Plan, see Article XII of this Disclosure Statement and the instructions accompanying your Ballot.

THE DEBTOR AND COMMITTEE URGE ALL HOLDERS OF CLAIMS OR INTERESTS ENTITLED TO VOTE TO ACCEPT THE PLAN BY COMPLETING THEIR BALLOTS AND RETURNING THEM BY THE VOTING DEADLINE.

E. Confirmation Hearing and Deadline for Objections to Confirmation

Pursuant to section 1128 of the Bankruptcy Code and Bankruptcy Rule 3017(c), the Bankruptcy Court has scheduled a Confirmation Hearing for **September 28, 2010 at 2:00 p.m. Eastern Time**. The Confirmation Hearing may be adjourned from time to time by the Bankruptcy Court without further notice except for the announcement of the adjournment date made at the Confirmation Hearing or at any subsequently adjourned Confirmation Hearing. Objections to Confirmation of the Plan must be made in writing and must specify in detail the name and address of the objector, all grounds for the objection, and the amount and Class of the Claim or Interest held by such objector. Any such objection must be Filed with the Bankruptcy Court on or before **September 23, 2010, at 5:00 p.m. Eastern Time**. Objections to Confirmation of the Plan are governed by Bankruptcy Rule 9014.

IV. GENERAL INFORMATION CONCERNING THE DEBTOR

A. Overview of Debtor’ s Corporate History and Management

The Debtor[1] was organized in 1929 under the laws of the Commonwealth of Pennsylvania and was reincorporated in 1968 under the laws of the State of Delaware. Through its nondebtor affiliates, the Debtor holds interests in leading and innovative telecommunications

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1 Prior to January 2009, the Debtor operated under the name “Metromedia International Group, Inc.” and prior to 1995, it operated under the names “The Actava Group Inc.” and “Fuqua Industries, Inc.”

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providers in the Republic of Georgia ("Georgia"), a country in the Caucasus region between Russia, Turkey and Azerbaijan. Since 2005, all of the telecommunications providers in which the Debtor has an interest have been located in Georgia. The Debtor' s corporate office is located in Charlotte, North Carolina.

Currently, all of the common shares of the Debtor are owned by CaucusCom Ventures, L.P. ("CaucusCom"), which acquired all of MIG' s outstanding common shares at $1.80 per share through a tender offer followed by a back-end short-form merger (the "Merger"). CaucusCom is a joint venture created between Salford Capital Partners, Inc. ("Salford") and Sun Capital Partners Ltd. ("Sun"), on or about May 10, 2007, to pursue a transaction with MIG.

The Debtor operates pursuant to the Restated Bylaws of Metromedia International Group, Inc. (the "Bylaws"), which provides the terms of the Debtor' s governance and the respective rights, duties and powers of the stockholders and the board of directors (the "Board"). Currently, there are eight directors (each a "Director") on the Board. There are seven officers (each an "Officer") of the Debtor, including a Chief Executive Officer, a Chief Financial Officer, a President, three Vice-Presidents, and a Corporate Secretary.

At the time of the acquisition by CaucusCom, Wayne Henderson and David Gale were appointed by the preferred shareholders of MIG to MIG' s Board pursuant to a Certificate of Designation. Mr. Henderson was appointed to the Board in 2004. Mr. Gale also was appointed to the Board in 2004 and served on the Board until his resignation in August 2008. No member was appointed by the preferred shareholders to replace Mr. Gale.

Subsequent to its acquisition of MIG, CaucusCom appointed six directors. Three of those directors are affiliated with Sun: Edward Spencer-Churchill, Graydon Bellingan, and Alan McIntosh. The other three of those directors are affiliated with Salford: Peter Nagle, Irakli Rukhadze, and Jamal Khan. After Mr. Gale' s resignation from the Board, the Board appointed another director, Alan Greene, in May 2009. Mr. Greene previously had served as a Director of MIG from 1998 until the acquisition of MIG by CaucusCom in August 2007.

The following table lists the names, title, and a description of the position for all of the Debtor' s Directors and Officers as of the Petition Date.

Name	Title	Description of position
Alan Greene	Director	Director
Wayne Henderson	Director	Director
Alan McIntosh	Director	Director
Edward Spencer Churchill	CEO, Director, Chairman of the Board	Chief Executive Officer
Peter Nagle	CFO, Director	Chief Financial Officer

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Name	Title	Description of position
Andrew Bradshaw	President	President; Financial Affairs
Irakli Rukhadze	Vice President, Director	Business Development
Jamal Khan	Vice President, Director	International Legal Affairs
Graydon Bellingan	Vice President, Director	International Legal Affairs
Natasha Alexeeva	General Counsel, Corporate Secretary	Domestic Legal Affairs

After assuming control of the Board, the Board members appointed by CaucusCom reduced the number of employees based in the United States − relying instead on CaucusCom representatives to manage MIG' s interest in Magticom. MIG' s management has been successful in turning a negative cash position on the date of the Merger to a positive cash position in 2009 and cutting overhead from a normalized level in 2007 of approximately $15 million to a normalized level in 2009 of $4.5 million.

B. The Debtor' s Assets

The Debtor holds its investments in its Georgian assets through its direct and indirect wholly-owned subsidiaries, MIG Telecommunications, Inc. ("MITI"), a Delaware corporation, MIG Georgia Holdings, Inc., a Delaware Corporation, and ITC Cellular LLC, a Delaware limited liability company ("ITCC"). MIG holds 100% ownership in ITCC, which, in turn, currently owns a 46% interest in International Telcell Cellular LLC ("ITCL").

1. *Magticom Ltd*.

ITCL owns all the issued and outstanding equity interests of Magticom Ltd. ("Magticom"). Dr. George Jokhtaberidze ("Dr. Jokhtaberidze"), a Georgian national who co-founded Magticom in 1997, owns 51% of ITCL, and Gemstone Partners, an entity affiliated with Dr. Jokhtaberidze, owns 3% of ITCL. Magticom is the largest telephony operator (mobile or fixed) operating in Georgia, as measured by revenues and traffic volumes. Magticom is headquartered in Tbilisi, Georgia and provides services to businesses and consumers nationwide. Magticom' s network covers essentially all of Georgia' s populated territories, enabling country-wide wireless access to the company' s mobile telephony, roaming services and related information services.

Since it began commercial operations in 1997, Magticom has created an excellent brand name synonymous with delivering quality, high-technology products throughout Georgia. Magticom commenced operating on the 900 MHz frequency band. In 1999, Magticom became the first GSM operator in Georgia to move to the dual band system − GSM 900/1800 MHz. In 2005, Magticom started to build the first Third Generation network in Georgia to offer 3G services. As a result, in 2006, the Company was the first in Georgia to launch Third Generation services along with the full range of GSM services.

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Since 2005, Magticom has invested approximately US$250 million in its business; including approximately US$130 million expanding its network infrastructure and an additional US$60 million for several 10-year licenses. Magticom currently operates approximately 700 base stations throughout Georgia. Magticom has a number of licenses including 3G, Code Division Multiple Access (CDMA) 800, GSM 1800, GSM 900, Wimax, and CDMA 450. The next license renewal comes due in 2016. Magticom has superior licenses and the ability to lever existing brands in the implementation into other product lines. It is the only company in Georgia to have a CDMA 450 license that provides the ability to offer MagtiFix nationwide as well as high speed internet through Evolution-Data Optimized (EVDO: mobile internet). EVDO is superior in many respects to 3G: it suffers less 'blackspots' and the signal travels further (3G does not conduct well through thick walls, hills or poor line of sight). In addition, Magticom is the only company with an EVDO dongle, which is not compatible with a 3G dongle (it can only be used in Magticom network as opposed to a 3G dongle which can be used by all networks). As a result, with a drop in the price point for an EVDO dongle, the subscriber demand solely on the Magticom network is likely to increase.

Magticom currently serves 1.4 million subscribers with a network that covers 97% of the populated regions in Georgia. 95% of Magticom' s retail customers use pre-pay cash accounts, which significantly reduces the credit risk to Magticom. Magticom is well-known for high quality products, superior coverage, leading technology, and excellent customer service. It has a history of being first in market with new products and technologies, has the best distribution network, and continuously provides its customers with best-in-class products. Magticom offers services under three main brands − Magti, Bali and Magtifix:

Magti is Magticom' s cellular phone service focused on both individual and corporate users. The brand differentiates itself based on quality, coverage and technology. It is the premium mobile brand in the country and has recognized attributes of high quality, the latest technology and good customer care. The brand slogan is "Connecting to Your World." Magti is the market leader in the business sector and is the brand of choice for major corporations, embassies and higher-income segments. Currently, Magti has approximately 875,000 subscribers and is the cellular service provider to the Georgian government.

Bali is Magticom' s cellular phone service focused on the youth market. Introduced in 2005, the Bali product is positioned as a "value" brand. The Bali brand slogan is "Bali is Different" and it enjoys a reputation for good quality and coverage as it shares the same network as Magti and offers better coverage than other value brand competitors. Bali has excellent brand recognition and is associated with a unique advertising strategy built around Bali Boy, a cartoon character. Currently, there are approximately 425,000 Bali subscribers.

MagtiFix is Magticom' s fixed wireless telephone and internet service introduced in 2008. It provides fixed wireless services, which allows for the operation of wireless devices in fixed locations such as homes and

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offices. The product is currently growing at over 1,000 new subscribers per day with minimal churn. The service is available across the entire country and customer numbers now exceed 100,000. The brand slogan is "Communications for Everyone." MagtiFix enjoys better quality, better customer care and wider distribution networks than its competitors and also presents opportunities for tactical pricing to leverage Magticom' s existing 1.5 million mobile subscribers. MagtiFix telephones come equipped with 1x internet connection and a high speed EVDO dongle released this year. Currently, there are approximately 100,000 MagtiFix subscribers.

Magticom plans to commercially launch several new products in the near-term that will complement its wireless and fixed-wireless service to allow for the bundling of multiple products to a single customer, including:

MagtiNet: high-speed internet service.

MagtiTV: cable television via the internet − similar to Tivo, but no scheduled recording is necessary; the customer simply chooses which program to watch regardless of the originally scheduled play time. This product will piggy-back on the MagtiNet IP network; the technology is functional, but still in development phase.

MagtiBank: a payment processing mechanism allowing customers to transfer funds via SMS message. This product acts as a mobile banking service that does not require users to have bank accounts which is key in a country like Georgia where many people do not have bank accounts. This system is remotely comparable to Safaricom' s M-PESA or services like Western Union. This product is fully-functioning, but will not be commercially marketed until 2010.

Blackberry: a premium service to complement MagtiMobile. Blackberry is a line of wireless handheld devices that was introduced in 1999 as a two-way pager. In 2002, the more commonly known smartphone BlackBerry was released, which supports push e-mail, mobile telephone, text messaging, internet faxing, web browsing and other wireless information services. BlackBerry is the world' s second most popular smartphone platform, capturing 21% of worldwide smartphone sales in Q2, 2009; the number of BlackBerry subscribers has reached approximately 28.5 million. This premium product will be marketed to MagtiMobil customers and specifically those currently under the Magti brand. Target customer include: government, corporate, and wealthier individual customers.

Attached as Exhibit D is a detailed Management Discussion and Analysis of Magticom' s 2009 results of operations. Attached as Exhibit E is a Five Year Business Plan for Magticom. The largest operational risk for Magticom to achieve its business plan is successful implementation of the suite of products to the market in a timely manner. Other risks include

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(i) Government regime change, which is not anticipated until at least the next presidential election; (ii) currency volatility and convertibility, which is expected to remain under control as the anticipated large amounts of foreign direct investment should continue to provide currency stability; (iii) the impact of regulatory initiatives, which is not currently expected as the government has taken a very pro-business stance; and (iv) increased competition, which is also not expected for the reasons previously stated herein (high barriers to entry, small population, market already dominated by two large players, etc. ...).

As discussed in greater detail below, on January 15, 2009, ITC and Dr. Jokhtaberidze executed a Purchase and Sale Agreement ("PSA") and the Second Amended and Restated Limited Liability Company Agreement of International Telcell Cellular, LLC (the "ITCL LLC Agreement"). MIG receives dividends from Magticom pursuant to the formula set forth in the PSA and ITCL LLC Agreement. Specifically, section 2.7 of the ITCL LLC Agreement provides that ITCL shall cause Magticom to pay, on a quarterly basis, an annual dividend of not less than US$40,000,000 in the aggregate (net of all withholding taxes) to its shareholders until the date of the IPO, as discussed in section 5.3 of the PSA. However, Magticom will only distribute dividends in excess of operating and capital expenditures and tax payments. ITCL will distribute all dividends received by subsidiaries to the Members (as defined in the ITCL LLC Agreement, which include ITC, Dr. Jokhtaberidze, and Gemstone Management Limited) in accordance with their Membership Interests (as defined in the ITCL LLC Agreement).

Pursuant to the ITCL LLC Agreement, Dr. Jokhtaberidze and the Debtor exercise joint management control with all key decisions related to the management of Magticom made on a 50/50 basis as provided in the ITCL LLC Agreement. The Debtor' s management is active in the operations and management of Magticom. As part of the ITCL LLC Agreement, both the Debtor and Dr. Jokhtaberidze are bound by non-alienation and change of control provisions regarding their interests in Magticom. These provisions provide that if there is any change of voting or economic interests at ITCL or Magticom by either party or certain of their affiliates, including the Debtor, the breaching party shall lose certain rights under the ITCL LLC Agreement.

a. ITCL LLC Agreement and Change of Control Provisions

On or about January 15, 2009, MIG' s subsidiary ITCC, the parent entity of ITCL, and Dr. Jokhtaberidze entered into the PSA dated as of January 15, 2009 by and among ITC and Dr. Jokhtaberidze and the ITCL LLC Agreement. As a result, Dr. Jokhtaberidze became the majority shareholder in Magticom with a 50.1% stake, and MIG became a minority shareholder with a 46% stake. All key decisions related to the management of Magticom, however, are made on a 50/50 basis as provided in the ITCL LLC Agreement.

Together, the PSA and the ITCL LLC Agreement provide for the governance of ITCL, which in turn governs and controls the Debtor' s prime operating asset, Magticom. Under the terms of the ITCL LLC Agreement, the Change of Control Provisions are triggered by the occurrence of any one of eight events with respect to certain non-debtor entities in MIG' s ownership chain − namely, CaucusCom (a joint venture between Sun and Salford that owns

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100% of the equity of MIG), Caucus Carry (the general partner of CaucusCom), Yola Investments SARL ("Yola") (a substantial limited partner of and/or equity owner in, CaucusCom, Caucus Telecom and Caucus Carry), Caucus Telecom (general partner of Caucus Carry) and Gtel (substantial limited partner of, and/or equity owner in, CaucusCom, Caucus Telecom and Caucus Carry) (together, the "CaucusCom Entities"). The occurrence of any of the following eight conditions would effect an ITC Cellular Change of Control,[2] which is defined in the PSA as follows:

(a) CaucusCom ceasing to beneficially own in the aggregate, directly or indirectly at least 46% of the Equity Securities of the Company, *provided* that the transfer of Equity Securities in Metromedia International Group, Inc. ("MIG") to holders of preferred shares in MIG in connection with the settlement of the current appraisal action with MIG preferred shareholders shall not constitute an "ITC Cellular Change of Control" if following such transfer CaucusCom beneficially owns in the aggregate, directly or indirectly at least 39% of the Equity Securities of the Company; *provided further* that following the transfer, if any, of Equity Securities in MIG to preferred shareholders as contemplated by the foregoing proviso, the reference to 46% in this subsection (a) shall be replaced by the applicable percentage (39% or greater) that results from the transfer of Equity Securities in MIG to preferred shareholders in MIG;

(b) Caucus Carry ceasing to be the general partner of CaucusCom;

(c) Yola and Gtel ceasing to hold 100% of limited partner interests in Caucus Carry;

(d) Caucus Telecom ceasing to be the general partner of Caucus Carry;

(e) Yola and Gtel ceasing to hold 100% of the Equity Securities of Caucus Telecom;

(f) Yola and Gtel ceasing to hold at least 35% of the limited partnership interests in CaucusCom Ventures;

(g) Yola and Gtel (acting jointly through their direct and indirect Subsidiaries) ceasing to (i) direct or cause direction of management and policies of ITC or any Affiliate of ITC' s that holds 46% of the total Membership Interests in the Company or (ii) direct or cause the direction of the exercise and performance of ITC Cellular' s (or any Affiliate of ITC that holds ITC' s 46% of the total Membership Interests in the Company' s) rights and obligations under the New LLC Agreement; and

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[2] Capitalized terms used but not otherwise defined in this section only shall have the meanings ascribed to them in the PSA or the ITCL LLC Agreement, as applicable.

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(h) any Change of Control of Yola, Gtel, Caucus Telecom, Caucus Carry or CaucusCom. For purposes of this definition, "Control" means, in relation to any Person (other than an individual), the possession, directly or indirectly, whether or not in conjunction with any other Person, of the power to direct or cause the direction of the management or policies of such Person, whether through the ownership of securities or other ownership interests, by contract or otherwise (it being understood that a Person will be deemed to Control another Person if the first Person has the right to elect a majority of the board or equivalent governing body of such second Person); and a "Change of Control" occurs if a Person who Controls any Person (other than an individual) ceases to do so or if another Person acquires Control of it.

See PSA, Art. I, pg. 4.

If triggered prior to the completion of an initial public offering of a corporate vehicle (the "Listing Vehicle") that will either directly or indirectly hold 100% of the equity capital of Magticom (an "IPO"), the Change of Control Provisions would have the following effects:

(i) Section 2.1(e) of the ITCL LLC Agreement shall take effect immediately and automatically upon the occurrence of such ITC Change of Control, and as a result the ITC directors shall no longer be permitted to vote on matters presented to the Board and a quorum of the Board will consist of only two Directors, one of whom must be a Dr. Jokhtaberidze Director;

(ii) Dr. Jokhtaberidze' s obligations under 5.3 (IPO Support Covenants), 5.5 (Dividends), 5.6 (Post-IPO Governance) and 5.7 (Loan to ITC Cellular) of the PSA shall immediately and irrevocably terminate.

In other words, the Change of Control Provisions would eliminate, inter alia: (i) ITC' s voting rights on the ITCL Board; (ii) the right of MIG to IPO Magticom itself as opposed to a separate MIG vehicle; and (iii) express covenants by Dr. Jokhtaberidze to support MIG in an IPO of Magticom. The Debtor believes that the PSA and ITCL LLC Agreement provide significant measurable benefits. The Committee has disputed the nature and extent of benefits alleged by the Debtor; however, any Claims and Litigation Rights related to the validity of the Change of Control Provisions and the alleged benefits of the PSA and January 2009 amendments to the ITCL LLC Agreement have been preserved and deferred as provided in the Settlement Agreement detailed in Article V, Section I of this Disclosure Statement.

As set forth in the Plan, the transactions contemplated by the Plan and the consequences of the Plan' s implementation of such transactions as of the Effective Date shall not trigger any ITC Cellular Change of Control under the terms of the ITCL LLC Agreement or the PSA. Further, the CaucusCom Entities are covenanting pursuant to the Acknowledgment Agreement not to take any action to trigger the ITC Cellular Change of Control provisions for so long as the New MIG Notes remain outstanding.

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2. *MIG's Other Interests*

In addition to its indirect ownership interest in Magticom, the Debtor also holds indirect interests in: Ayety LLC, a/k/a Ayety TV Ltd. ("Ayety"), a Georgian television station;[3] Telecom Georgia,[4] a long-distance transit operator; and Telenet, a high-speed data communication and internet access service provider in Georgia.[5] The Debtor's wholly-owned subsidiary Tag Holdings, Inc. also owns a parcel of land in Alabama. There is no guarantee that the Debtor will receive any value from these entities.

3. *Debtor's Cash*

As of June 10, 2009, the Debtor had approximately $49 million in cash split between its own accounts and those of its 100% owned subsidiaries. Since the Petition Date, the cash held by the Debtor and its wholly-owned subsidiaries has been moved into debtor-in-possession bank accounts in the United States. As of July 31, 2010, the Debtor had $48,591,809.12 in its accounts.

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3 MIG's indirect interest in Ayety arises from MIG's 100% ownership of International Telcell SPS, Inc. ("ITI"), which in turn owns 85% of the membership interests of Ayety. Mtatsminda TV & Broadcasting Co. Ltd. ("Mtatsminda") holds the remaining 15% of the membership interests of Ayety. On March 26, 2003, without ITI's knowledge or approval, the chief executive officer of Ayety obtained approval of an amendment to the charter of Ayety providing that partner-level decisions may be made without the vote of ITI. This amendment was registered with the Tbilisi City Court on March 31, 2003. On December 17, 2004, ITI filed a lawsuit in Georgia against Ayety and Mtatsminda requesting, among other things, invalidation of this amendment to Ayety's charter. ITI's lawsuit was rejected as untimely by an order of the Tbilisi City Court dated April 25, 2006. On July 2, 2009, the Tbilisi Court of Appeal upheld this decision, and the Supreme Court of Georgia has declined to consider further appeal. On November 28, 2007, the chief executive officer of Ayety convened a partners' meeting during which he and Mtatsminda purported to terminate ITI's interest in the partnership and determine that ITI's 85% share in the partnership was to be distributed to Mtatsminda as the sole remaining partner and thereafter, on December 4, 2007, commenced an action in the Tbilisi City Court to approve these actions. ITI submitted a response and, on April 8, 2009, the Tbilisi City Court dismissed the lawsuit, stating that there was no factual or legal basis for the relief requested therein. The City Court's ruling was upheld on appeal to the Tbilisi Court of Appeal. Accordingly, there is no guarantee that MIG will receive any recovery based on its indirect interest in Ayety.

4 Telecom Georgia is currently the subject of an investigation by the Georgian financial police with respect to certain assets sold by Telecom Georgia to Magticom. Specifically, the Georgian financial police have assessed tax-related charges against Telecom Georgia on the grounds that (i) Magticom and Telecom Georgia are related parties and as such, the sale of such assets was below market price and (ii) Telecom Georgia wrongly wrote off accounts receivable from its books. Telecom Georgia strongly disputes such charges and has filed a case in the Georgian court seeking appropriate relief, on the grounds that Telecom Georgia and Magticom are not related parties according to the Georgian tax code and even if they were related, the transaction price was fair; and in accordance with the Georgian tax code, Telecom Georgia had the right to write off its accounts receivable from its books. A hearing in this matter is expected in approximately two (2) months.

5 MIG also holds an indirect ownership interest in MIG Georgia Services Representation Office, but this entity is inactive.

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C. Events Leading to the Filing of the Chapter 11 Case

1. *The Appraisal Action*

At the time of the Merger, MIG had 4,140,000 shares of preferred stock outstanding (the "Preferred Shares"). The terms of the Certificate of Designation governing the Preferred Shares determined the rights of the preferred shareholders in relation to the Merger. Accordingly, the Merger gave rise to appraisal rights for dissenting preferred shareholders and certain of them (the "Petitioners") commenced litigation to bring an appraisal action against MIG in the Court of Chancery of the State of Delaware (the "Chancery Court") in the matter captioned *In re: Appraisal of Metromedia International Group, Inc.*, Civil Action No. 3351-CC (the "Appraisal Action"), to determine the value of their preferred shares.[6] The Appraisal Action was filed by the Petitioners on November 14, 2007.

2. *The Appraisal Judgment*

On April 16, 2009, the Chancery Court issued an opinion (the "Opinion"), finding that the value of each preferred share was $38.93 on August 22, 2007 (the "Appraisal Date"). Subsequently, on May 5, 2009, the Petitioners made a motion for reconsideration to the Chancery Court. After considering the motion for reconsideration, the Chancery Court revised its Opinion on May 28, 2009, finding that the value of each preferred share was $47.47 on August 22, 2007. The Chancery Court entered judgment in the Appraisal Action on June 5, 2009, in the total amount of $188,367,736.47 (the "Judgment") representing principal and pre-judgment interest for the appraisal of the 3,533,203 preferred shares that were the subject of the Appraisal Action, including 3,198,742 held by the Petitioners and 334,461 held by preferred shareholders that filed a demand for appraisal but were not Petitioners in the Appraisal Action. The Delaware Supreme Court affirmed the Chancery Court' s decision on November 2, 2009. The Debtor' s management alleges that the Judgment was substantially higher than MIG had anticipated, and that given the size of the Judgment, the lack of liquidity in the financial markets, the illiquid nature of MIG' s primary assets, and the death of Badri Patarkashvilli, a Georgian billionaire that had previously expressed a willingness to provide liquidity to MIG, MIG' s Board voted in favor of seeking chapter 11 protection in order to pursue an appeal of the Judgment (the "Appeal").

V. THE CHAPTER 11 CASE

A. Commencement of the Case

On June 18, 2009, the Debtor commenced the Chapter 11 Case by filing a petition for relief under Chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the District of Delaware. Since the Petition Date, the Debtor has continued to operate as debtor in possession subject to the supervision of the Bankruptcy Court and in accordance with the Bankruptcy Code. The Debtor is authorized to operate its business and manage its properties in

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6 The petitioning preferred shareholders include Committee members Farallon Capital Offshore Investors II, LP, Black Horse Capital, and Zazove Associates, LLC.

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the ordinary course, with transactions outside of the ordinary course of business requiring Bankruptcy Court approval.

An immediate effect of the filing of the Debtor' s bankruptcy petition was the imposition of the automatic stay under the Bankruptcy Code which, with limited exceptions, enjoins the commencement or continuation of all collection efforts by creditors, the enforcement of liens against property of the Debtor, and the continuation of litigation against the Debtor. The relief provides the Debtor with the "breathing room" necessary to assess and reorganize its business and prevents creditors from obtaining an unfair recovery advantage while the Chapter 11 Case are ongoing. The automatic stay remains in effect, unless modified by the Bankruptcy Court, until the entry of a final decree closing the Chapter 11 Case.

B. Modification of the Stay to Pursue the Appeal

Immediately upon the commencement of this case, the Debtor Filed a motion for relief from the stay to continue with the Appeal, which the Bankruptcy Court granted on a final basis on July 30, 2009 [Docket No. 98]. The Debtor filed its brief in support of the Appeal on July 30, 2009, and the Petitioners filed their answering brief on September 29, 2009. The Debtor' s reply brief in further support of its appeal was filed on October 19, 2009, and the Supreme Court heard oral argument on the Appeal for October 28, 2009. On November 2, 2009, the Supreme Court affirmed the Judgment which has now become final and non-appealable.

C. Other First Day Orders

The first day hearing (the "First Day Hearing") was held in the Chapter 11 Case before the Bankruptcy Court on June 26, 2009. At the First Day Hearing, the Bankruptcy Court heard certain requests for immediate relief Filed by the Debtor to facilitate the transition between the Debtor' s prepetition and postpetition business operations, and related objections including:

Cash Management Order: This order authorized the Debtor to (i) continue to use its existing cash management system, (ii) maintain its existing bank accounts, and (iii) continue to use its existing business forms and checks and also ordered the Debtor to transfer cash held on ITC accounts to the Debtor' s accounts. [Interim Order, Docket No. 31; Final Order, Docket No. 94; Committee Objection, Docket No. 76; and Debtor' s Response, Docket No. 80]

Workers' Compensation Order: This order authorized the Debtor to pay certain prepetition workers' compensation obligations, in connection with the Debtor' s past practice of self-insuring workers' compensation in various states and in connection with the Debtor' s former insurance captive in the state of Georgia, in the ordinary course of business. [Interim Order, Docket No. 30; Final Order, Docket No. 97]

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D. Retention of Professionals

During the Chapter 11 Case, the Bankruptcy Court has authorized the retention of various professionals by the Debtor, including:

Greenberg Traurig, LLP as bankruptcy counsel [Docket No. 91];

Potter Anderson Corroon LLP, as special Delaware litigation counsel, [Docket No. 95];

Debevoise & Plimpton LLP, as special corporate and litigation counsel [Docket No. 148];

Aaron Richard Golub, Esq., P.C., as special litigation counsel [Docket No. 149];

Proctor Heyman, LLP, as special conflicts counsel [Docket No. 140];

Lazard Frères & Co. LLC ("Lazard") as financial advisors [Docket No. 185];

Ernst & Young LLP as tax advisors [Docket No. 556]

The Garden City Group, Inc. as claims and noticing agent [Docket No. 62];

Ordinary Course Professionals [Docket No. 150].

The fees and expenses of the professionals retained by the Debtor are entitled to be paid by the Debtor subject to approval by the Bankruptcy Court.

E. The Committee

On June 30, 2009, the U.S. Trustee, pursuant to its authority under section 1102(a) of the Bankruptcy Code, appointed the following members to the Committee, see Docket No. 36:

Farallon Capital Offshore Investors II, LP;

Black Horse Capital;

Lawrence P. Klamon;

Palogic Value Fund, LP; and

Zazove Associates, LLC.

During the Chapter 11 Case, the Bankruptcy Court has authorized the retention of various professionals by the Committee, including (i) Baker & McKenzie LLP, as Committee counsel [Docket No. 96], (ii) Bifferato LLC, as Delaware counsel to the Committee [Docket No. 140], and (iii) Rothschild Inc., as financial advisor to the Committee [Docket No. 176]. The expenses of members of the Committee, and the fees and expenses of the Professionals serving

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on behalf of the Committee, are entitled to be paid by the Debtor, subject to approval by the Bankruptcy Court.

F. Other Matters Addressed During the Chapter 11 Case

In addition to the first day relief sought in the Chapter 11 Case, the Debtor has sought authority with respect to matters designed to assist in the administration of the Chapter 11 Case, maximize the value of the Debtor' s Estate, and provide the foundation for the Debtor' s emergence from Chapter 11. Set forth below is a brief summary of certain of the principal motions the Debtor has Filed during the pendency of the Chapter 11 Case.

1. *Motion to Extend Exclusivity Periods*

On October 16, 2009, the Debtor Filed its motion for entry of an order extending the period during which the Debtor has the exclusive right to file a chapter 11 plan through and including February 16, 2010, and extending the period during which the Debtor has the exclusive right to solicit acceptances thereof through and including April 16, 2010. After an evidentiary hearing on November 18, 2009 and over the objection of the Committee, the Bankruptcy Court granted the Debtor' s requested extension of these exclusivity periods. By order dated February 20, 2010, the Bankruptcy Court further extended the Debtor' s exclusive period to file a chapter 11 plan through and including May 17, 2010, and the period during which the Debtor has the exclusive right to solicit acceptances thereof through and including July 12, 2010. Thereafter, in furtherance of the "Standstill Period" (described below), the Bankruptcy Court further extended the Debtor' s exclusive period to file a chapter 11 plan through and including August 16, 2010, and the period during which the Debtor has the exclusive right to solicit acceptances thereof through and including October 12, 2010.

2. *Claims Process*

a. Schedules and Statements of Financial Affairs

The Debtor Filed its Schedules and Statement of Financial Affairs on July 17, 2009 [Docket No. 67] and Amended Schedules and Statement of Financial Affairs on August 6, 2009 [Docket No. 107] that, among other things, set forth the Claims of known creditors against the Debtor as of the Petition Date, based upon the Debtor' s books and records.

b. Bar Date

By orders dated December 17, 2009 and February 18, 2010, the Bankruptcy Court entered orders (the "Bar Date Orders") in accordance with Rule 3003(c) of the Federal Rules of Bankruptcy Procedure fixing March 10, 2010, at 4:00 p.m. (prevailing Eastern time) (the "Bar Date") as the last day for filing proofs of claim in this chapter 11 case for all claims or interests in the Debtor arising prior to the Petition Date, including those of governmental units, as defined in section 101(27) of the Bankruptcy Code.

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c. First Omnibus Objection to Claims

The Debtor filed the First Omnibus (Non-Substantive) Objection to Claims Pursuant to Section 502(b) of the Bankruptcy Code, Bankruptcy Rules 3003 and 3007 and Local Rule 3007-1 on June 4, 2010 [Docket No. 781], asserting objections to certain disputed claims and interests in the Bankruptcy Case.

d. Ayety Claims Objection

On July 20, 2010, the Debtor filed an objection to proofs of claim nos. 379, filed by Ayety LLC a/k/a Ayety TV Ltd. ("Ayety") on March 9, 2010, and 378, filed by Mtatsminda TV and Broadcasting Co. Ltd. ("Mtatsminda") also on March 9, 2010 (the "Ayety Claims Objection") [Docket No. 850]. Ayety asserts an unliquidated claim against the Debtor in an amount of at least $150 million based on the Debtor' s alleged breach of a provision of Ayety' s charter that precludes parties to the charter from acting in a manner detrimental to Ayety. According to Ayety, the Debtor breached this charter provision by engaging in direct competition with Ayety by virtue of the Debtor' s 46% ownership interest in Magticom. That is, Ayety claims that Magticom is a direct competitor of Ayety. Ayety asserts that, as a result of this alleged breach, Ayety suffered substantial injury and damages including a substantial decline in its market share, subscriber base, revenues and long-term contracts with subscribers. Mtatsminda also asserts an unliquidated claim against the Debtor in an amount of at least $22.5 million based on grounds similar to those asserted by Ayety. Mtatsminda further claims that it was damaged by the Debtor' s alleged failure to afford it a right of first refusal for ITI' s interests in Ayety.

In the Ayety Claims Objection, the Debtor argues, among other things, that it is not a party to Ayety' s charter, is not bound by that charter and, therefore, neither Ayety nor Mtatsminda have a claim against MIG. Even if it were bound by the charter, the Debtor, a Delaware holding company, could not have breached the charter because it does not compete with Ayety, a Georgian television company. Moreover, the Debtor argues that neither Ayety nor Mtatsminda have explained, as they must, the bases for their claims for damages. Further, the Debtor objects to Mtatsminda' s argument that the Debtor breached Ayety' s charter by not affording it a right of first refusal for ITI' s interest in Ayety because ITI has never transferred or sold the interests it has held in Ayety since 2000.

Accordingly, the Debtor has requested in the Ayety Claims Objection that both claim nos. 379 and 378 should be disallowed in their entirety and expunged. On July 20, 2010, the Committee filed a joinder to the Ayety Claims Objection [Docket No. 853]. The deadline for counsel to Ayety and Mtatsminda to respond to the Ayety Claims Objection has been extended to September 3, 2010, and the hearing on the Ayety Claims Objection is scheduled for September 13, 2010 at 10:00 a.m.

e. Babunashvili Claim Objection

On July 20, 2010, the Debtor filed an objection to proof of claim no. 302 (the "Babunashvili Objection"), filed by Konrad Babunashvili (the "Babunashvili Claim") [Docket

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No. 849]. In the Babunashvili Claim, filed on February 18 2010, the claimant seeks damages of $1.4 million from the Debtor based on the Debtor' s alleged breach of an agreement (the "Agreement") between the claimant and International Telcell LLC ("ITLLC"), dated as of April 10, 1997. Pursuant to the Agreement, the claimant argues he is entitled to a 5% interest in all dividends or distributions that ITLLC receives on account of its 30% interest in Telecom Georgia (formerly known as Georgian Communications Company − Geocom).

In its objection to the Babunashvili Claim, the Debtor asserts, among other things, that the Debtor is not liable for any alleged breach of the Agreement because the Debtor is not a party to the Agreement. Moreover, even if the Debtor, and not ITLLC, was a party to the Agreement, the claimant cannot make out a claim for breach of contract under the applicable law governing the Agreement (that of Connecticut) because no contract was ever formed and the claimant failed to demonstrate any breach of the Agreement or any resultant damages.

Accordingly, the Debtor has requested that the Babunashvili Claim be disallowed in its entirety and expunged. On July 20, 2010, the Committee filed a joinder to the Debtor' s objection to the Babunashvili Claim [Docket No. 852]. Babunashvili filed a response to the Babunashvili Objection on August 16, 2010 [Docket No. 918], and the hearing on such objection is scheduled for September 13, 2010 at 10:00 a.m.

f. Late Claim Motions

i. Motion of QVT Financial LP

On June 21, 2010, QVT Financial LP ("QVT") filed a motion to have its late filed proofs of claims deemed timely filed [Docket No. 805] (the "QVT Motion"). QVT asserts that the Bankruptcy Court should permit the filing of its untimely claims because it was not provided actual notice of the Bar Date and therefore was not afforded procedural due process. QVT also asserts that its claims should be deemed timely filed because that it meets the "excusable neglect" test under Rule 9006(b)(1). Specifically, QVT argues that (i) there is no danger of prejudice to the Debtor because the Debtor was aware, or should have been aware, of the number of outstanding shares of Preferred Equity Interests before it filed its Plan and before the Bar Date, and the Court has not yet approved this Disclosure Statement or confirmed the Plan, (ii) the 152,300 shares held by the QVT funds represent a small percentage of the total Preferred Equity Interests, (iii) deeming the QVT claims timely filed will not impact the judicial administration of the case because it will not affect the Plan confirmation process or delay distributions. Finally, QVT asserts that it failed to file a timely proof of claim because, by no fault of its own, it did not receive notice of the Bar Date prior to the Bar Date.

On July 12, 2010, the Debtor filed its objection to the QVT Motion [Docket No. 833] and argues that the publication notice of the Bar Date satisfied the requirements of due process because QVT was an unknown creditor. Further, the Debtor argues that QVT' s failure to timely file its proofs of claim does not constitute excusable neglect because allowance of the claim would prejudice the Debtor. Specifically, the claims QVT seeks to assert represent one-quarter of the outstanding Preferred Equity Interests and would have a profound negative impact on the judicial administration of the Chapter 11 Case, and increase distributions under the Plan

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by over $7 million for QVT' s claim alone and over $14 million in the event other holders seek to file late claims. Further, the Debtors asserted that allowing QVT' s claim could reduce anticipated distributions to other Creditors because the current Plan, negotiated with the Committee, does not anticipate (and could not have anticipated) QVT' s claim. Finally, the Debtor argues that allowing QVT' s claim could potentially "open the floodgates" to additional claims brought by other creditors and QVT' s reasons for delay are not reasonable given that QVT is a sophisticated investor.

At the hearing with respect to the QVT Motion and the Debtor' s objection on August 19, 2010, the matter was settled. An agreed order will be submitted to the court.

ii. Motion of Michael B. Targoff

On July 30, 2010, Michael B. Targoff filed his motion to have its proof of claim deemed timely filed [Docket No. 877] (the "Targoff Motion"). Mr. Targoff asserts that his failure to timely file his proof of claim satisfies the "excusable neglect" standard under Rule 9006(b)(1). Specifically, Mr. Targoff argues that deeming his claim timely filed would not prejudice the Debtor because (i) the Debtor had actual knowledge of the existence of Mr. Targoff' s claim long before filing the First Amended Plan and the Bar Date, (ii) Mr. Targoff' s claim is relatively insignificant compared to the total number of issued Preferred Equity Interests, (iii) his claim will not jeopardize the success of the Debtor' s reorganization and would only have a negligible impact on other holders of Interests, and (iv) a hearing on the First Amended Disclosure Statement has not yet occurred and the Debtor is preparing another amended plan. Further, Mr. Targoff asserts he acted in good faith because he did not receive any notice, including the Debtor' s publication notice, and therefore did not know that he was required to file a proof of claim to protect his holdings. On August 12, 2010, the Debtor filed its objection to the Targoff Motion [Docket No. 904]. At the hearing with respect to the Targoff Motion on August 19, 2010, the matter was settled. An agreed order will be submitted to the court.

iii. Motion of Jeffery F. and Iris Smith

On August 2, 2010, Jeffery F. and Iris Smith (together, the "Smith Movants") filed their motion (the "Smith Motion") requesting that the Bankruptcy Court allow their late filed proofs, or in the alternative, vacate the order establishing the Bar Date for holders of the Non-Appraised Preferred Shares (as such term is defined in the Smith Motion). The Smith Movants assert that their failure to file their proofs of claim by the Bar Date meets the "excusable neglect" test under Rule 9006(b)(1). The Smith Movants argue that the Debtor would not be prejudiced by their claims because (i) it was well aware of the claims and actually provided for them in the Plan, as evidenced by the fact that the Debtor knew how many Preferred Equity Interests were issued, including Non-Appraised Preferred Shares, (ii) the Debtor knew the Smith Movants held a portion of the Non-Appraised Preferred Shares, (iii) the Plan has not yet been confirmed, and (iv) the Smith Movants claims represent a small portion of the total Preferred Equity Interests and the total Non-Appraised Preferred Shares. On August 12, 2010, the Debtor filed its objection to the Smith Motion [Docket No. 903]. At the hearing with respect

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to the Smith Motion on August 19, 2010, the matter was settled. An agreed order will be submitted to the court.

iv. Motion for Authority to Abandon Personal Property

On March 29, 2010, the Debtor Filed its motion for entry of an order authorizing the Debtor to abandon certain dissembled furniture stored at a warehouse in North Carolina. By order dated April 22, 2010, the Bankruptcy Court granted the Debtor' s request and authorized the abandonment of certain property in exchange for the payment of a removal fee to the warehouse.

G. The Committee' s Motions

1. *Motion for Trustee, Termination of Exclusivity or Dismissal of the Chapter 11 Case*

On July 23, 2009, the Committee filed its Motion for Order Pursuant to Sections 105(a), 1104(a), 1121(c)(1) and (d)(1) and 1112(b), Appointing a Chapter 11 Trustee and Terminating the Debtor' s Exclusivity to File a Plan or, in the Alternative, Dismissing Chapter 11 Case for Cause (the "Trustee Motion") [Docket No. 78]. The litigation related to the Trustee Motion was extensive, involving months of protracted discovery and litigation disputes between the Debtor and the Committee on complex factual, legal and valuation issues and multiple hearings during the time from July 2009 through the date of the Standstill Order described below.

2. *The "Standing" Motion*

On November 17, 2009, the Committee filed its Motion for Order Granting the Committee Standing to: (i) Prosecute Actions on Behalf of the Debtor' s Estate; and (ii) Seek a Temporary Restraining Order, Preliminary Injunction and Other Related Relief (the "Standing Motion") [Docket No. 310]. In the Standing Motion, the Committee makes various allegations, including that, among other things:

ITCC' s entry into certain agreements dated January 15, 2009 with Dr. Jokhataberize that contain various "poison pill provisions" were intended solely to entrench CaucusCom in the management of ITCC in contemplation of a bankruptcy filing by MIG;

certain transactions related to the Merger were not properly disclosed; and

the Debtor should pursue avoidance and recovery, or otherwise unwind, certain alleged fraudulent transfers and insider transactions (together, the "Alleged Voidable Transactions").

The Committee attached to the Standing Motion a draft complaint (the "Draft Complaint") whereby it sought to pursue (derivatively on behalf of the Debtor) the Alleged

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Voidable Transactions against CaucusCom and members of the Debtor' s Board (the "Putative Defendants"). The Draft Complaint asserted that the Putative Defendants are liable to the Debtor for the losses the Debtor allegedly suffered as a result of the Alleged Voidable Transactions. The Debtor, however, believes that there is no liability on the part of MIG, the Debtor or the other Putative Defendants in connection with the Alleged Voidable Transactions.

The Debtor objected to the Standing Motion and, on or about November 12, 2009, the Debtor' s Board authorized the formation of a special committee (the "Special Litigation Committee") to investigate and analyze the claims asserted in the Committee' s proposed derivative complaint. The Special Litigation Committee was authorized to determine what action, if any, is in the best interest of the Debtor, its creditors and other parties-in-interest. The Special Litigation Committee consists of Alan Greene and Wayne Henderson. The Special Litigation Committee retained the law firm of Young Conaway Stargatt & Taylor, LLP ("Young Conaway") as its counsel in this matter.

On December 2, 2009, the Committee filed its Emergency Motion to Bar and Void Special Litigation Committee Pursuant to Sections 105(a), 363(c)(1), 549(a)(2)(B), 1107(a), 1106(a)(3), 1106(a)(4), 1104 (c) and (d) and 101(14)(B) of the Bankruptcy Code and Other Related Relief (the "Special Committee Motion") [Docket No. 470], claiming that the Debtor could not appoint the Special Committee. The Committee also objected to the retention of Young Conaway as counsel to the Special Committee [Docket No. 471]. After a hearing held on December 16, 2009, the Bankruptcy Court issued two separate orders on December 18, 2009 denying the Special Committee Motion and approving the retention of Young Conaway (the "Special Committee Orders") [Docket Nos. 470-71]. The Committee filed an appeal of the Special Committee Orders on December 30, 2009. The Committee also filed a Request for Certification of Direct Appeal to the United States Court of Appeals for the Third Circuit. On January 7, 2010, the Bankruptcy Court issued a Supplement to Order Denying Motion of the Official Committee of Unsecured Creditors to Bar and Void Special Litigation Committee.

During the Chapter 11 Case, the Special Litigation Committee, with assistance from Young Conaway, began investigating whether any claims exist that the Debtor should pursue. Under the terms of the Plan, effective as of June 27, 2010, the Special Litigation Committee shall be deemed stayed from any further investigation or any other activity through the Effective Date and shall further be deemed terminated and disbanded as of the Effective Date.

H. The Standstill Order

On the eve of trial on these matters, the Debtor and the Committee decided to reschedule the trial on the Committee' s Motions until a later date so as to engage in settlement discussions. On May 19, 2010, the Bankruptcy Court entered an Order (the "Standstill Order") approving a "Standstill Period" from the date of the entry of the Standstill Order through June 30, 2010 and scheduling the evidentiary hearings on the Trustee Motion, the Standing Motion, and the Committee' s related Motion *in Limine* for Evidentiary Rulings that, as a Matter of Law, the Valuation of the Debtor' s Assets Should Incorporate (a) Lack of Marketability Discount and

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(b) A Minority Discount attached as exhibits to the Pretrial Order (Docket No. 564, Exhibit D, Filed February 5, 2010) to begin on June 30, 2010.

I. Settlement

During the Standstill Period, the Debtor and Committee negotiated and ultimately reached agreement in good faith over the terms of a settlement of the Committee' s Motions, as set forth in the Settlement Agreement attached as Exhibit F to the Disclosure Statement. The Settlement Agreement was approved by the MIG board of directors at a duly called meeting of the board on June 30, 2010 by Resolution of the Board which also authorized the Debtor to negotiate, execute and file the Plan and take any other actions necessary to perform under the Settlement Agreement The Plan is the product of the Settlement Agreement. If the Plan, as it may be amended, is not confirmed, the Settlement Agreement shall have no force or effect. Pursuant to the Plan, any appeals related to the Committee Motions or Special Litigation Committee will be deemed dismissed as of the Effective Date and the Plan Proponents will file a joint notice of such dismissal as soon as practicable after the Effective Date. The Plan Proponents believe the Settlement Agreement is fair, equitable and reasonable and in the best interests of creditors and the Debtor' s estate. Accordingly, as set forth in Article VI, Section L, the Plan Proponents seek court approval of the Settlement Agreement as incorporated in the Plan and the Confirmation Order.

VI. SUMMARY OF THE PLAN OF REORGANIZATION

THIS SECTION PROVIDES A SUMMARY OF THE STRUCTURE AND IMPLEMENTATION OF THE PLAN AND THE CLASSIFICATION AND TREATMENT OF CLAIMS AND INTERESTS UNDER THE PLAN AND IS QUALIFIED IN ITS ENTIRETY BY REFERENCE TO THE PLAN, WHICH ACCOMPANIES THIS DISCLOSURE STATEMENT, AND TO THE EXHIBITS ATTACHED THERETO.

THE STATEMENTS CONTAINED IN THIS DISCLOSURE STATEMENT INCLUDE SUMMARIES OF THE PROVISIONS CONTAINED IN THE PLAN AND IN DOCUMENTS REFERRED TO THEREIN. THE STATEMENTS CONTAINED IN THIS DISCLOSURE STATEMENT DO NOT PURPORT TO BE PRECISE OR COMPLETE STATEMENTS OF ALL THE TERMS AND PROVISIONS OF THE PLAN OR DOCUMENTS REFERRED TO THEREIN, AND REFERENCE IS MADE TO THE PLAN AND TO SUCH DOCUMENTS FOR THE FULL AND COMPLETE STATEMENTS OF SUCH TERMS AND PROVISIONS.

THE PLAN ITSELF AND THE DOCUMENTS REFERRED TO THEREIN WILL CONTROL THE TREATMENT OF CLAIMS AGAINST, AND INTERESTS IN, THE DEBTOR UNDER THE PLAN AND WILL, UPON THE EFFECTIVE DATE, BE BINDING UPON HOLDERS OF CLAIMS AGAINST, OR INTERESTS IN, THE DEBTOR, THE REORGANIZED DEBTOR, AND OTHER PARTIES IN INTEREST. IN THE EVENT OF ANY CONFLICT BETWEEN THIS DISCLOSURE STATEMENT AND THE PLAN OR ANY OTHER OPERATIVE DOCUMENT, THE TERMS OF THE PLAN AND/OR SUCH OTHER OPERATIVE DOCUMENT WILL CONTROL.

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A. Overall Structure of the Plan

Chapter 11 is the principal business reorganization chapter of the Bankruptcy Code. Under chapter 11, a debtor is authorized to reorganize its business for the benefit of its creditors and interest holders. Upon the filing of a petition for relief under chapter 11, section 362 of the Bankruptcy Code provides for an automatic stay of substantially all acts and proceedings against the debtor and its property, including all attempts to collect claims or enforce liens that arose prior to the commencement of a chapter 11 case.

The consummation of a plan of reorganization is the principal objective of a chapter 11 case. A plan of reorganization sets forth the means for satisfying claims against and interests in a debtor. Confirmation of a plan of reorganization by the Bankruptcy Court makes the plan binding upon the debtor, any issuer of securities under the plan, any person acquiring property under the plan, and any creditor of, or equity security holder in, the debtor, whether or not such creditor or equity security holder (i) is impaired under or has accepted the plan or (ii) receives or retains any property under the plan. Subject to certain limited exceptions, and other than as provided in the plan itself or the confirmation order, the confirmation order discharges the debtor from any debt that arose prior to the date of confirmation of the plan and substitutes for such debt the obligations specified under the confirmed plan, and terminates all rights and interests of equity security holders.

The terms of the Plan are based upon, among other things, the Debtor' s assessment of its ability to achieve the goals of its business plan, make the Distributions contemplated under the Plan, and pay its continuing obligations in the ordinary course of its business. Under the Plan, Claims against and Interests in the Debtor are divided into Classes according to their relative seniority and other criteria.

If the Plan is confirmed by the Bankruptcy Court and consummated, (i) the Claims in certain Classes will be Reinstated or modified and receive Distributions equal to the full amount of such Claims and (ii) the Claims and Interests in certain other Classes will be modified and receive Distributions constituting a partial recovery on such Claims and Interests. On the Initial Distribution Date, and at certain times thereafter, the Reorganized Debtor will distribute Cash, New MIG Notes, New Warrants, New Common LLC Interests, and other property in respect of certain Classes of Claims and Interests as provided in the Plan. The Classes of Claims against and Interests in the Debtor created under the Plan, the treatment of those Classes under the Plan, and the other property to be distributed under the Plan, are described below.

B. Classification and Treatment of Claims and Interests

Section 1122 of the Bankruptcy Code provides that a plan of reorganization must classify the claims and interests of a debtor' s creditors and equity interest holders. In accordance with section 1122 of the Bankruptcy Code, the Plan divides Claims against and Interests in the Debtor into Classes and sets forth the treatment for each Class (other than Administrative Claims and Priority Tax Claims, which, pursuant to section 1123(a)(1), do not need to be classified). The Debtor also is required, under section 1122 of the Bankruptcy Code, to classify Claims

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against and Interests in the Debtor into Classes that contain Claims and Interests that are substantially similar to the other Claims and Interests in such Class.

The Debtor believes that the Plan has classified all Claims and Interests in compliance with the provisions of section 1122 of the Bankruptcy Code and applicable case law, but it is possible that a Holder of a Claim or Interest may challenge the Debtor' s classification of Claims and Interests and that the Bankruptcy Court may find that a different classification is required for the Plan to be confirmed. In that event, the Debtor intends, to the extent permitted by the Bankruptcy Code, the Plan, and the Bankruptcy Court, to make such reasonable modifications to the classifications under the Plan to permit Confirmation and to use the Plan acceptances received for purposes of obtaining the approval of the reconstituted Class or Classes of which each accepting Holder ultimately is deemed to be a member. Any such reclassification could adversely affect the Class in which such Holder initially was a member, or any other Class under the Plan, by changing the composition of such Class and the vote required of that Class for approval of the Plan.

The amount of any Impaired Claim that ultimately is Allowed by the Bankruptcy Court may vary from any estimated Allowed amount of such Claim and, accordingly, the total Claims ultimately Allowed by the Bankruptcy Court with respect to each Impaired Class of Claims may also vary from any estimates contained herein with respect to the aggregate Claims in any Impaired Class. Thus, the value of the property that ultimately will be received by a particular Holder of an Allowed Claim under the Plan may be adversely (or favorably) affected by the aggregate amount of Claims ultimately Allowed in the applicable Class.

The classification of Claims and Interests and the nature of Distributions to members of each Class are summarized below. The Debtor believes that the consideration, if any, provided under the Plan to Holders of Claims and Interests reflects an appropriate resolution of their Claims and Interests, taking into account the differing nature and priority (including applicable contractual and statutory subordination) of such Claims and Interests and the fair value of the Debtor' s assets. The Debtor may seek Confirmation of the Plan pursuant to the "cramdown" provisions of the Bankruptcy Code, if necessary. Specifically, section 1129(b) of the Bankruptcy Code permits Confirmation of a chapter 11 plan in certain circumstances even if the plan has not been accepted by all Impaired classes of Claims and interests. See Section X.G below. Although the Debtor believes that the Plan can be confirmed under section 1129(b), there can be no assurance that the Bankruptcy Court will find that the requirements to do so have been satisfied.

1. *Treatment of Unclassified Claims under the Plan*

a. Administrative Claims

Except to the extent that an Allowed Administrative Claim has been paid prior to such Distribution Date, except as otherwise provided for in the Plan or unless otherwise agreed to by the Debtor and the Holder of an Allowed Administrative Claim, each Holder of an Allowed Administrative Claim shall be entitled to receive in full and complete settlement, release, and

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discharge of such Claim, payment in full in Cash of the unpaid portion of an Allowed Administrative Claim on the Distribution Date.

b. Priority Tax Claims

Except to the extent that an Allowed Priority Tax Claim has been paid prior to the Initial Distribution Date or unless otherwise agreed to by the Debtor and the Holder of an Allowed Priority Tax Claim, each Holder of an Allowed Priority Tax Claim shall be entitled to receive in full and complete settlement, release, and discharge of such Claim, payment in Cash of the unpaid portion of an Allowed Priority Tax Claim on the Distribution Date.

2. *Treatment of Classified Claims and Interests under the Plan*

a. Class 1: Other Priority Claims

Classification: Class 1 consists of Other Priority Claims against the Debtor.

Treatment: The legal, equitable and contractual rights of the Holders of Allowed Class 1 Claims will be unaltered by the Plan. Unless otherwise agreed to by the Holders of the Allowed Class 1 Claims and the Debtor, each Holder of an Allowed Class 1 Claim shall receive, in full, final and complete satisfaction, settlement, release, and discharge of such Allowed Class 1 Claim, payment of the Allowed Class 1 Claim in full in Cash on the Distribution Date.

Voting: Class 1 is Unimpaired, and the Holders of Class 1 Claims will be conclusively deemed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, the Holders of Class 1 Claims will not be entitled to vote to accept or reject the Plan.

b. Class 2: Secured Workers' Compensation Obligations Claims

Classification: Class 2 consists of Secured Workers' Compensation Obligations Claims against the Debtor.

Treatment: Each Holder of an Allowed Class 2 Claim shall have its Claim Reinstated and shall receive, in full, final and complete satisfaction, settlement, release, and discharge of such Allowed Class 2 Claim and on account of its Allowed Class 2 Claim, Cash payments in the ordinary course as set forth in the Order Authorizing the Debtor to Pay Certain Prepetition Workers' Compensation Obligation in the Ordinary Course of Business Pursuant to Sections 105(a) and 363 of the Bankruptcy Code [Docket No. 97].

Voting: Class 2 is Unimpaired, and the Holders of Class 2 Claims will be conclusively deemed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, the Holders of Class 2 Claims will not be entitled to vote to accept or reject the Plan.

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c. Class 3: General Unsecured Claims

Classification: Class 3 consists of General Unsecured Claims against the Debtor.

Treatment: Each Holder of an Allowed Class 3 Claim shall be paid in Cash on the Distribution Date, one hundred percent (100%) of the Allowed amount of its Class 3 Claim in full, final and complete satisfaction, settlement, release, and discharge of such Allowed Class 3 Claim, plus simple interest at the post-judgment interest rate provided for in 28 U.S.C. 1961 (on the Petition Date) on the unpaid principal amount of such Allowed Claim from the Petition Date to and including the Effective Date.

Voting: Class 3 is Unimpaired, and the Holders of Class 3 Claims will be conclusively deemed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, the Holders of Class 3 Claims will not be entitled to vote to accept or reject the Plan.

d. Class 4: Supplemental Employment Retirement Claims

Classification: Class 4 consists of Supplemental Employee Retirement Claims against the Debtor.

Treatment: Each Holder of an Allowed Class 4 Claim shall receive, in full, final and complete satisfaction, settlement, release, and discharge of such Allowed Class 4 Claim and on account of its Allowed Class 4 Claim, (i) its SERP Catch-up Payment, and (ii) monthly Cash payments on account of the Supplemental Employee Retirement Benefits due in the ordinary course after the Effective Date, plus simple interest on the SERP Catch-Up Payment from the Petition Date, or such later date that such payment was originally due, to and including the Effective Date, at the post-judgment interest rate provided for in 28 U.S.C. 1961 (on the Petition Date) on the unpaid principal amount of such Allowed Claim.

Voting: Class 4 is Unimpaired, and the Holders of Class 4 Claims will be conclusively deemed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, the Holders of Class 4 Claims will not be entitled to vote to accept or reject the Plan.

e. Class 5: Preferred Shareholder Claims

Classification: Class 5 consists of all Allowed Preferred Shareholder Claims against the Debtor.

Treatment: On the Effective Date, each Holder of an Allowed Class 5 Claim shall be entitled to receive, in full, final and complete satisfaction, settlement, release, and discharge of such Allowed Class 5 Claim, subject to the provisions of Section 11.10 of the Plan, its Pro Rata share of:

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(i) the New MIG Notes to be issued pursuant to Section 5.04 of the Plan and secured by the Class 5 Collateral as provided in the New MIG Notes Indenture, the Stock Pledge(s), the Stock Escrow Agreement, the Control Deposit Agreement and the Blanket Lien,

(ii) the New Warrants to be issued pursuant to Section 5.04 of the Plan,

(iii) Beneficial Interests in the Class 5 Trust to be established pursuant to Section 5.08 of the Plan; and

(iv) the Excess Cash not including any Withheld Excess Cash, provided however, that any Withheld Excess Cash shall be paid to the Holders of Allowed Class 5 Claims as follows:

(a) Effective as of the Distribution Date, the principal amount of the New MIG Notes shall be increased by the amount of the Withheld Excess Cash; and

(b) The amount of the Withheld Excess Cash shall be transferred to the New Indenture Trustee by not later than fifteen (15) days after it is received by the Reorganized Debtor and in any event by not later than one (1) year after the Effective Date pursuant to the Mandatory Redemption Provisions of the New MIG Notes and New MIG Notes Indenture. The New Indenture Trustee shall use such Withheld Excess Cash to redeem New MIG Notes Pro Rata at the next scheduled Interest Payment Date under the New MIG Notes Indenture.

The Reorganized Debtor shall exercise its best efforts to cause the Withheld Excess Cash to be distributed from Magticom to ITCL, from ITCL to ITC, and from ITC to the Reorganized Debtor as soon as practicable after the Effective Date, and shall not take any actions, or permit its directors to take any actions, to delay the distribution of such Withheld Excess Cash to the New Indenture Trustee to fund the Mandatory Redemption Provisions of the New MIG Notes and the New MIG Indenture.

Voting: Class 5 is Impaired, and Holders of Class 5 Claims will be entitled to vote to accept or reject the Plan.

f. Class 6: Common Equity Interests

Classification: Class 6 consists all Common Equity Interests in the Debtor held by CaucusCom as of the Petition Date.

Treatment: The Holder of the Allowed Class 6 Interest shall receive 100% of the New Common LLC Interests in the Reorganized Debtor subject to dilution by the New Warrants.

Voting: Class 6 is Impaired, and the Holders of Class 6 Interests will be entitled to vote to accept or reject the Plan.

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3. ***Special Provisions Regarding Insured Claims***

Under the Plan, an Insured Claim is any Allowed Claim or portion of an Allowed Claim (other than a Secured Workers' Compensation Obligation Claim) that is insured under the Debtor' s insurance policies, but only to the extent of such coverage. Distributions under the Plan to each Holder of an Allowed Insured Claim shall be in accordance with the treatment provided under the Plan for General Unsecured Claims; provided, however, that the maximum amount of any Distribution under the Plan on account of an Allowed Insured Claim shall be limited to an amount equal to the applicable self-insured retention under the relevant insurance policy; provided further, however, that, to the extent a Holder has an Allowed Insured Claim, the amount of which exceeds the total coverage available from the relevant insurance policies of the Debtor, such Holder shall have an Allowed General Unsecured Claim in the amount by which such Allowed Insured Claim exceeds the coverage available from the Debtor' s insurance policies. Nothing in this section shall constitute a waiver of any Litigation Rights the Debtor may hold against any Person, including the Debtor' s insurance carriers; and nothing in this section is intended to, shall, or shall be deemed to preclude any Holder of an Allowed Insured Claim from seeking and/or obtaining a Distribution or other recovery from any insurer of the Debtor in addition to (but not in duplication of) any Distribution such Holder may receive under the Plan; provided, however, that the Debtor does not waive, and expressly reserves its rights to assert that any insurance coverage is property of the Estate to which it is entitled.

The Plan does not expand the scope of, or alter in any other way, the rights and obligations of the Debtor' s insurers under their policies, and the Debtor' s insurers will retain any and all defenses to coverage that such insurers may have, including the right to contest and/or litigate with any party, including the Debtor, the existence, primacy and/or scope of available coverage under any alleged applicable policy. The Plan shall not operate as a waiver of any other Claims the Debtor' s insurers have asserted or may assert in any Proof of Claim or the Debtor' s rights and defenses to such Proofs of Claim.

4. ***Reservation of Rights Regarding Claims***

Except as otherwise explicitly provided in the Plan, nothing will affect the Debtor' s or the Reorganized Debtor' s rights and defenses, both legal and equitable, with respect to any Claims, including, but not limited to, all rights with respect to legal and equitable defenses to alleged rights of setoff or recoupment.

C. Reorganized Debtor' s Obligations Under the Plan

From and after the Effective Date, the Reorganized Debtor shall exercise its reasonable discretion and business judgment to perform the corresponding obligations under the Plan of its predecessor or predecessor-in-interest. The Plan will be administered and actions will be taken in the name of the Debtor and the Reorganized Debtor. From and after the Effective Date, the Reorganized Debtor shall conduct, among other things, the following tasks:

Produce, administer and implement the Agreed Budget from the Effective Date until such time the New MIG Notes are paid in full without changes

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or modifications thereto unless such changes, amendments or modifications are approved by the New Board including, for so long as the New MIG Notes remain outstanding, the two Class 5 Directors.

Administer the Plan and take all steps and execute all instruments and documents necessary to effectuate the terms of the Plan;

Implement the governance provisions, including without limitation the following which shall be set forth in more detail in the Operating Agreement:

For so long as the New MIG Notes remain outstanding, upon resignation of any of the Class 5 Directors appointed to serve on the New Board as of the Effective Date pursuant to Section 5.05 of the Plan, the Class 5 Trustee shall have the right to designate any replacement or successor Class 5 Director to serve on the New Board and any such replacement or successor Class 5 Director shall be reasonably acceptable to the Reorganized Debtor, with such consent not to unreasonably withheld;

The Class 5 Directors shall resign when the New Notes are paid in full;

For so long as the New MIG Notes remain outstanding, a quorum of the New Board shall not be established unless at least one Class 5 Director is present; provided, however, that after three (3) duly noticed and constituted meetings of the New Board at which at least one Class 5 Director is not present, at the third such meeting, a majority of the total authorized number of managers shall be deemed to constitute a quorum for the transaction of business.

As of the Effective Date, ITC shall be deemed to have assigned its right to designate one of its two observers (that do not have voting rights) to the ITCL Board meetings or equivalent meeting of the Partners, under § 2.1(a) of the ITCL LLC Agreement, to the Class 5 Directors. Pursuant to such assignment, and until such time as there is any amount outstanding under the New MIG Notes, the Class 5 Directors shall have the right to appoint a Person to serve as the Designated Class 5 Observer (that does not have voting rights). Such person may be one of the Class 5 Directors or a third party designated by the Class 5 Directors for such purpose with approval of the New Board, such approval not to be unreasonably withheld, provided the reasonable fees and expenses incurred by such designated Person shall be paid by the Reorganized Debtor, with such fees and expenses subject to the approval of the New Board. The New Board shall ensure that the Designated Class 5

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Observer is duly noticed of all ITCL Board meetings or Meetings of the Partners.

The New Board shall provide not less than twenty (20) days prior notice of a meeting of the New Board or equivalent meetings (at ITCL, Magticom and equivalent listing vehicle) to the Class 5 Directors and Designated Class 5 Observer, and such meetings will be conducted with a translator present upon request of the Designated Class 5 Observer.

Pursue (including, as it determines through the exercise of its business judgment, prosecuting, enforcing, objecting to, litigating, reconciling, settling, abandoning, and resolving) all of the rights, Claims, Causes of Action, defenses, and counterclaims retained by the Debtor or the Reorganized Debtor;

Reconcile Claims and resolve Disputed Claims, and administer the Claims allowance and disallowance processes as set forth in the Plan, including objecting to, prosecuting, litigating, reconciling, settling, and resolving Claims and Disputed Claims in accordance with the Plan;

Make decisions regarding the retention, engagement, payment, and replacement of professionals, employees and consultants;

Administer the Distributions under the Plan, including (i) making Distributions in accordance with the terms of the Plan, and (ii) Filing with the Bankruptcy Court on each three (3) month anniversary of the Effective Date reports regarding the Distributions made and to be made to the Holders of Allowed Claims as required by the U.S. Trustee;

Exercise such other powers as necessary or prudent to carry out the provisions of the Plan;

File appropriate tax returns; and

Take such other action as may be necessary or appropriate to effectuate the Plan.

D. Description of New Securities under the Plan

The following is a summary of the terms of the New MIG Notes Indenture and Variable Rate Senior Secured Notes Due 2016 to be issued pursuant to the New MIG Notes Indenture. Also the terms of the Operating Agreement, the New Common LLC Interests, and the New Warrants are described below.

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1. ***Summary Description of New MIG Notes Indenture and the Notes***[7]

New MIG Notes	Variable Rate Senior Secured Notes due 2016 (the "New MIG Notes")
Issuer	New MIG LLC (the "Company")
	ITC Cellular LLC
Indenture Trustee	The Bank of New York
Initial Principal Amount	The aggregate amount of all Allowed Preferred Shareholder Claims less the aggregate amount of Excess Cash (not including any Withheld Excess Cash).
Issue Date	Effective Date of the Plan
Interest	Years 1-3: 15.5%
	Year 4: 17.5%
	Years 5-6: 20%
Default Interest	2%
Payment of Interest, PIK Interest and Additional PIK Interest	All Interest is payable in cash semi-annually beginning six months after the Issue Date ("Interest Payment Dates"), provided:
	(1) the following percentage Interest (the "PIK Interest Election Amount") is payable in PIK Notes, with terms identical (but for the issue date) to those of the original Notes:
	Years 1-3: 6.5%
	Year 4: 8.5%
	Years 5-6: 11%
	(2) if PIK Notes are issued up to the PIK Interest Election Amount, Additional PIK Notes may be issued for up to 3% of the Interest payable ("Additional PIK Notes"); provided, however, that (A) Additional PIK

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7 Capitalized terms used in this section describing the New MIG Notes Indenture and New MIG Notes but not otherwise defined herein have the meanings ascribed to such terms in the New MIG Notes Indenture to be filed with the Plan Supplement. This summary is qualified in its entirety by the Settlement Agreement, the New MIG Notes and New MIG Notes Indenture.

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	Notes may not be issued (i) on more than three Interest Payment Dates during the life of the New MIG Notes; or (ii) more than two consecutive Interest Payment Dates; and (B) at any time on which Additional PIK Notes are outstanding, the Interest Rate and the PIK Interest Election Amount shall be increased by 2%.
Maturity	6 years from the Issue Date
Ranking	The New MIG Notes will be senior to all obligations of the Company.
Security	The New MIG Notes will be secured by : (1) all of the assets of the Company, including the Collateral Accounts (see below) and (2) pledges in favor of the Collateral Agent of all of the following Interests, and the rights to receive dividends thereon, of: (A) all of the Interests in the Company by CaucusCom Ventures L.P. (the "CaucusCom Pledge"); (B) all of the Interests in ITC by the Company (the "Company Pledge"); and (C) all of the Interests in ITCL owned by ITC (the "ITC Pledge"). The Interests pledged pursuant to the CaucusCom Pledge, the Company Pledge and the ITC Pledge shall be held in escrow pursuant to Stock Escrow Agreements in a form satisfactory to the Debtor and the Committee.
Collateral Accounts & Cash Sweep Mechanism	The Company shall establish three (and only three) bank accounts, each with the Collateral Agent under the New MIG Notes Indenture, including the (1) Notes Payment Account, (2) Plan Funding Reserve Account and the (3) Operating Account. All funds received by the Company by any means shall be deposited in the Notes Payment Account, except for the following: (i) the Plan Funding Reserve Account will be funded with an amount equal to the Plan Funding Reserve, as set forth in the Plan Supplement (to be filed by the Debtor not less than ten (10) days prior to the Confirmation Hearing); and, (ii) on the Issue Date and each anniversary of the Issue Date, the Operating Account will be funded with an amount equal to the Agreed Budget. Each Collateral Account will be subject to a Deposit Account Control Agreement by and between the

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Company and the Collateral Agent.

Optional Redemption

The New MIG Notes will be redeemable in whole or in part, at any time, and from time to time, at 100% of the principal amount thereof, plus accrued and unpaid interest to the repurchase date without penalty.

Mandatory Redemption

On each Interest Payment Date, all funds in the Notes Payment Account will be used: (1) to pay Interest due on such Interest Payment Date; and (2) to redeem, in the following order, and to the extent of the funds available (less a reserve for the costs of the Indenture Trustee) (A) any Additional PIK Notes outstanding; (B) any PIK Notes outstanding; and (C) any principal amounts due under any New MIG Notes outstanding.

If the Senior Note outstanding is below 75% of the Initial Balance of the New MIG Notes (less the amount of Withheld Excess Cash), any further payments after the foregoing items 1 and 2 must be applied to Senior Note amortization up to at least 75% of the amount of such payment. Thereafter, any remaining amounts may be distributed to equity (providing Steps 1 and 2 are satisfied). For the avoidance of doubt, funds shall be deposited in the Notes Payment Account only after funding of payments to the Operating Account in accordance with the Agreed Budget.

Further, the net cash proceeds of any asset sales shall be deposited in the Note Payment Account and used to pay down any balances outstanding under the New MIG Notes as set forth above.

Governance

Holders of the New MIG Notes will have the right to appoint two members to the Board of Directors of New MIG LLC (the "Class 5 Directors") with the consent of the Debtor, which consent shall not be unreasonably withheld.

The Class 5 Directors will select an observer to sit at each meeting of the Board of Directors of ITCL and receive all materials provided to ITCL' s directors.

Upon payment in full of the New MIG Notes, the Class 5 Directors will resign.

Negative Covenants

Secured lender negative covenant package with mutually

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acceptable cure period.

In addition, for so long as the New MIG Notes are outstanding, neither CaucusCom nor any of the Debtor Parent Affiliates shall take any action or cause any action to be taken that would cause an ITC Cellular Change of Control as defined in the ITCL LLC Agreement.

Affirmative Covenants

The following affirmative covenants drafted in a way that the Parties agree would not trigger the ITC Change of Control in the PSA and ITCL LLC Agreement and contain reasonable fiduciary out language acceptable to the Parties:

1. MIG Directors at ITCL shall seek to have any Excess Cash at Magticom paid up to ITCL and ITCL will distribute it to MIG as permitted in clause 2.7(c) of the ITCL LLC Agreement.
2. An Event of Default under the Senior Notes shall occur if the MIG Directors that are directors of ITCL support a merger or acquisition at Magticom above $25 million, unless such support is with the prior written approval of both Class 5 Board Members.
3. One Class 5 MIG Director or its designee shall have observer rights at all ITCL or Magticom Board Meetings or official Meetings of the Partners.

The breach of any of Affirmative Covenant herein, other than the foregoing Affirmative Covenant number 2, shall constitute an Event of Default, regardless of any fiduciary duties that may be alleged by ITCL or MIG Directors.

Due on Sale Provisions

Other than as otherwise specifically authorized in the New MIG Notes Indenture, any transaction resulting in a sale, mortgage, pledge, hypothecation, assignment, grant of lien, transfer or conveyance, in one or a series of transactions, to one or more Persons that is not a holder thereof as of the Issue Date, of CaucusCom' s Interest in New MIG, LLC, MIG' s Interest in ITC or ITC' s interest in ITCL, shall trigger their obligation to pay the

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outstanding amount of the New MIG Notes in full from the proceeds of sale at closing and prior to payment of any proceeds to themselves or any third parties.

Further, such other restrictions as provided for in the Settlement Agreement and/or the New MIG Indenture.

IPO Provisions

Notwithstanding the foregoing Negative Covenants and Events of Default, the Company may permit or cause an "IPO" as defined in the ITCL Purchase and Sale Agreement, provided:

(1) the ITCL IPO occurs on an exchange approved by the Class 5 Directors;

(2) no shares are sold to affiliated entities, including all CaucusCom, Sun Capital and Salford entities;

(3) the market value of shares (over a 45 day average) in the "Listing Vehicle (as such term is used in the PSA) held directly or indirectly by the Company, subsequent to the IPO, is greater than two times (2x) the amount of all principal and accrued interest on the Notes;

(4) the Company and/or ITC cause all Interests in the Listing Vehicle (or any successor thereof) held by them at any time to be pledged to the Collateral Agent pursuant to a Stock Pledge substantially in the form of the ITC Stock Pledge and held by the Stock Escrow Agent pursuant to a Stock Escrow Agreement in a form satisfactory to the Company, including each Class 5 Director, and the Collateral Agent; and

(5) all of the net cash proceeds payable to the Company and ITC on account of interests in the Listing Vehicle (or participation in the IPO) are deposited as Collateral Monies in the Note Payments Account; provided, however, on or after thirty (30) days subsequent to the date of the ITCL IPO, and if the number of shares of Interests in the Listing Vehicle have traded on a daily basis at equal to or greater than .5% of float for each of the thirty days subsequent to the ITCL IPO, and if (i) the value[8] of Interests in the Listing Vehicle held by the Company or ITC is greater than

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8 Value determined by market price of Magticom (or "Equivalent Listing Vehicle") x number of shares indirectly held by MIG.

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	three times (3x) the amount of all principal and accrued interest outstanding under the New MIG Notes on the date of the ITCL IPO, then 70% of the net cash proceeds deposit in the Note Payments Account from or in connection with the IPO shall be paid to the Indenture Trustee for distribution to Holders of New MIG Notes and the remaining 30% of such proceeds may be released by the Collateral Agent and deposited at the Company' s direction for distribution to CaucusCom.
Events of Default	Breach of any Affirmative Covenants, Negative Covenants, IPO Provisions or Due on Sale Provisions as set forth in the New MIG Notes Indenture. Additional as customary for securities of this type and as agreed by the Debtor and the Committee. In addition, and regardless of whether any Covenants are violated, the following shall be Events of Default : (1) the ITCL LLC Agreement shall be modified without the consent of at both Class 5 Directors; and, (2) the Interests of Yola or Gtel, directly or indirectly, whether by sale, mortgage, pledge, hypothecation, assignment, grant of lien, or other transfer is conveyed or proposed to be conveyed, in one or a series of transactions, to one or more Persons that is not a holder thereof as of the Issue Date, such that a Change of Control occurs or is reasonably threatened to occur.

2. *Description of New Limited Liability Company Operating Agreement*

As part of the Plan, the Debtor will be converted into a Delaware limited liability company. As provided in the Delaware Limited Liability Company Act, the Reorganized Debtor will constitute a continuation of the existence of the Debtor. The affairs of the Reorganized Debtor will be governed by the Operating Agreement.

The Operating Agreement provides that there will be one class of limited liability company interests of the Reorganized Debtor.

The business and affairs of the Reorganized Debtor will be managed by or under the direction of the New Board, initially consisting of six (6) managers, four (4) of whom are elected by the affirmative vote of at least a majority of the "Units" held by Members, voting together as a single class, and two (2) of whom are the Class 5 Directors. The Class 5 Directors

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are initially designated by the Committee and, until the New MIG Notes are paid in full, any successors will be designated by the Class 5 Trustee in accordance with the provisions of the Class 5 Trust.

The New Board may appoint officers and agents of the Reorganized Debtor to exercise such powers and perform such duties as may be determined from time to time by the New Board. Pursuant to the Operating Agreement, the Reorganized Debtor is obligated to exculpate, indemnify, and advance expenses to, the managers, officers and key employees of the Reorganized Debtor (acting in such capacity), for any loss, damage or claim incurred or suffered by reason of any act or omission performed or omitted by such manager, officer or key employee. Notwithstanding such exculpation, such individuals remain liable for any such loss, damage or claim incurred or suffered by reason of any act or omission performed or omitted by such individual involving a violation of the implied contractual covenant of good faith and fair dealing. The Reorganized Debtor is also obligated to provide a director and officer liability insurance policy for the former and current directors and officers of the Reorganized Debtor.

3. *Description of New Common LLC Interests*

The New Common LLC Interests in the Reorganized Debtor will be issued to the Holder of the Allowed Class 6 Interest subject to dilution by the New Warrants.

The New Common LLC Interests are represented by "Units." Each Unit is represented by a certificate in the form attached to the Operating Agreement. A Unit entitles the holder thereof to share in the profits and losses, and distributions from, and to receive such allocation of income, gain, loss, deduction, credit or similar item of, the Reorganized Debtor. Members are entitled to vote on all matters that require a vote of the members under the Operating Agreement, voting together as a single class. Distributions may be declared and paid on the Units at such times and in such amounts as the New Board in its discretion may determine.

4. *Summary Description of New Warrants*[9]

Notional Amount of Warrants	5% of the total authorized New Common LLC Interests on the Effective Date.
Exercise Price	$225 Million
Other Terms	The Warrants shall be redeemable by cash settlement.
	The Warrants shall be detachable.
Additional Warrants	Warrants on identical terms to those issued on the Issue Date (except for the date of issue) (the "Initial Warrants") in a

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9 Capitalized terms used in this section describing the New Warrants but not otherwise defined herein have the meanings ascribed to such terms in the Form of Warrant Agreement substantially in the form set forth in Appendix F to the Plan Supplement.

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notional amount equal to 2.5% of the total authorized New Common LLC Interests on the Effective Date shall be issued on the third anniversary of the Issue Date *parri passu* to the then current holders of the Initial Warrants.

E. Establishment of the Class 5 Trust, Appointment of the Class 5 Trustee; Funding of the Class 5 Trust; Termination of the Class 5 Trust; Exculpation and Indemnification; International Recognition

On the Effective Date, the Debtor and the Class 5 Trustee shall execute the Class 5 Trust Agreement and shall take all other steps necessary to establish the Class 5 Trust in accordance with the Plan. Notwithstanding any prohibition of assignability under applicable non-bankruptcy law, on the Effective Date the Debtor shall be deemed to have automatically transferred to the Class 5 Trust all of its right, title, and interest in and to all of the Class 5 Trust Assets, and in accordance with section 1141 of the Bankruptcy Code, all such assets shall automatically vest in the Class 5 Trust free and clear of all Claims and Liens.

The Class 5 Trust Assets shall include the Class 5 Trust Funding Amount and any Claims, Causes of Action and Litigation Rights related to the Change of Control Litigation, including standing to bring the Change of Control Litigation on behalf of the Debtor and its subsidiaries at any time after the Effective Date of the Plan, and standing to assert any Claims, Causes of Action and Litigation Rights in connection therewith, if in the sole discretion of such Class 5 Trustee there is an Event of Default (as defined in the New MIG Notes) or threat of an Event of Default under the New MIG Notes; provided, however, that the Class 5 Trustee may commence such a proceeding anytime after November 1, 2011 regardless of the existence or threat of an Event of Default, unless the Reorganized Debtor has delivered a tolling agreement in form acceptable to the Class 5 Trustee tolling the statute of limitations on behalf of all affected parties for commencement of such an action.

The Change of Control Litigation includes any Claim, Cause of Action or Litigation Rights related to or arising from the "Change of Control Provisions," in the ITCL LLC Agreement, including any claims challenging the validity or enforceability thereof on any grounds, under any applicable law, in any forum including without limitation before the Bankruptcy Court or the London Court of Arbitration. Should the Class 5 Trustee seek to and succeed in avoiding or otherwise unwinding the adoption of the Change of Control Provisions, this could permit disposition of the Reorganized Debtor' s interest in ITCL without ITC losing management rights and voting and other protections (as discussed above in Article IV.B.a). If the Change of Control Provisions are not avoided or otherwise unwound (and under certain defined circumstances more fully set forth in the Class 5 Trust Agreement), the Class 5 Trustee may permit the foreclosure of ITC' s interest in ITCL by the Indenture Trustee whether or not such foreclosure would trigger a Change of Control under the ITCL LLC Agreement.

From and after the Effective Date, the Class 5 Trustee shall serve as trustee of the Class 5 Trust, and shall have all powers, rights and duties of a trustee, as set forth in the Class 5 Trust Agreement. In the event the Class 5 Trustee is no longer willing or able to serve as trustee, then the successor shall be appointed by the mutual agreement of the Class 5 Board Members (as

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set forth in the Class 5 Trust Agreement), or as otherwise determined by the Bankruptcy Court, and notice of the appointment of such Class 5 Trustee shall be filed with the Bankruptcy Court.

The Class 5 Trust Funding Amount shall be provided by the Debtor on the Effective Date in the amount of $750,000. The Reorganized Debtor shall have no further obligation to fund the Class 5 Trust. Upon full repayment of the New MIG Notes, any remaining portion of the Class 5 Trust Funding Amount shall be returned to the Reorganized Debtor and the Class 5 Trust shall be terminated.

The Class 5 Trust and the duties, responsibilities and powers of the Class 5 Trustee shall terminate in accordance with the terms of the Class 5 Trust Agreement, including the right to bring the Change of Control Litigation and standing to bring the Change of Control Litigation on behalf of the Debtor and its subsidiaries at any time after the Effective Date of the Plan, if in the sole discretion of such Class 5 Trustee there is an Event of Default or threat of an Event of Default under the New MIG Notes; provided, however, that the Class 5 Trustee may commence such a proceeding anytime after November 1, 2011 regardless of the existence or threat of an Event of Default unless the Reorganized Debtor has delivered a tolling agreement in form acceptable to the Class 5 Trustee tolling the statute of limitations on behalf of all affected parties for commencement of such an action.

The Class 5 Trustee, and the Class 5 Trustee’ s Counsel, shall be exculpated and indemnified pursuant to and in accordance with the terms of the Class 5 Trust Agreement.

The Class 5 Trustee shall be: (i) recognized by foreign courts, tribunals and jurisdictions, (ii) the subject of the recognition of comity of such foreign courts, tribunals and jurisdictions and (iii) vested with the authority of a statutory trustee pursuant to the Class 5 Trust Agreement.

F. Claims, Distribution Rights and Objections

1. *Distributions for Allowed Claims*

Except as otherwise provided in the Plan or as ordered by the Bankruptcy Court, all Distributions to Holders of Allowed Claims as of the applicable Distribution Date shall be made on or as soon as practicable after the applicable Distribution Date. Distributions on account of Claims that first become Allowed Claims after the applicable Distribution Date shall be made pursuant to Section 8.02 of the Plan and on such day as selected by the Reorganized Debtor, in its sole discretion.

The Reorganized Debtor shall have the right, in its sole and absolute discretion, to accelerate any Distribution Date occurring after the Effective Date if the facts and circumstances so warrant.

2. *Interest on Claims*

Unless otherwise specifically provided for in the Plan or the Confirmation Order, postpetition interest shall not accrue or be paid on Claims, and no Holder of a Claim shall be

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entitled to interest accruing on or after the Petition Date on any Claim. Unless otherwise specifically provided for in the Plan or the Confirmation Order, interest shall not accrue or be paid upon any Claim in respect of the period from the Petition Date to the date a final Distribution is made thereon if and after such Claim becomes an Allowed Claim.

3. ***Designation; Distributions by Disbursing Agent***

The Reorganized Debtor or the Disbursing Agent on its behalf shall make all Distributions required to be made to Holders of Class 3, 4, and 5 Claims and Class 6 Interests, on the respective Distribution Dates under the Plan and such other Distributions to other Holders of Claims or Interests in the Debtor as are required to be made or delegated to the Disbursing Agent by the Reorganized Debtor.

If the Disbursing Agent is an independent third party designated to serve in such capacity, such Disbursing Agent shall receive, without further approval from the Bankruptcy Court, reasonable compensation for distribution services rendered pursuant to the Plan and reimbursement of reasonable out of pocket expenses incurred in connection with such services from the Reorganized Debtor. No Disbursing Agent shall be required to give any bond or surety or other security for the performance of its duties unless otherwise ordered by the Bankruptcy Court.

4. ***Means of Cash Payment***

Cash payments under the Plan shall be in U.S. funds, and shall be made, at the option, and in the sole discretion, of the Reorganized Debtor, by (i) checks drawn on or (ii) wire transfers from a domestic bank selected by the Reorganized Debtor. Cash payments to foreign Creditors may be made, at the option, and in the sole discretion, of the Reorganized Debtor, in such funds and by such means as are necessary or customary in a particular foreign jurisdiction. Cash payments made pursuant to the Plan in the form of checks issued by the Reorganized Debtor shall be null and void if not cashed within 120 days of the date of the issuance thereof. Requests for reissuance of any check shall be made directly to the Reorganized Debtor.

For purposes of effectuating Distributions under the Plan, any Claim denominated in foreign currency shall be converted to U.S. Dollars pursuant to the applicable published exchange rate in effect on the Petition Date.

5. ***Fractional Distributions***

Notwithstanding any other provision of the Plan to the contrary, no fractional units of New Common LLC Interests will be issued or distributed and no cash payments of fractions of cents will be made. Fractional cents shall be rounded to the nearest whole cent (with .5 cent or less to be rounded down). Fractional New Common LLC Interests shall be rounded to the nearest whole unit (with .5 unit or less to be rounded down). No cash will be paid in lieu of such fractional New Common LLC Interests in increments of less than $1,000.

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6. ***De Minimis Distributions***

Notwithstanding anything to the contrary contained in the Plan, the Disbursing Agent shall not be required to distribute, and shall not distribute, Cash or other property to the Holder of any Allowed Claim if the amount of Cash or other property to be distributed on account of such Claim is less than $50. Any Holder of an Allowed Claim on account of which the amount of Cash or other property to be distributed is less than such amount shall have such Claim discharged and shall be forever barred from asserting such Claim against the Debtor, the Reorganized Debtor or their respective property. Any Cash or other property not distributed pursuant to this provision shall be the property of the Reorganized Debtor, free of any restrictions thereon, other than those contained in the New MIG Indenture, New MIG Notes and related documents.

7. ***Delivery of Distributions***

Distributions to Holders of Allowed Claims shall be made by the Disbursing Agent (a) at the addresses set forth on the Proofs of Claim Filed by such Holders, (b) at the addresses reflected in the Schedules if no Proof of Claim has been Filed, or (c) at the addresses set forth in any written notices of address changes delivered to the Debtor, the Reorganized Debtor or the Disbursing Agent after the date of any related Proof of Claim or after the date of the Schedules if no Proof of Claim was Filed. If any Holder' s Distribution is returned as undeliverable, a reasonable effort shall be made to determine the current address of such Holder, but no further Distributions to such Holder shall be made unless and until the Disbursing Agent is notified of such Holder' s then current address, at which time all missed Distributions shall be made to such Holder without interest. Unless otherwise agreed between the Reorganized Debtor and the Disbursing Agent, amounts in respect of undeliverable Distributions made by the Disbursing Agent shall be returned to the Reorganized Debtor, and held in trust by the Reorganized Debtor, until such Distributions are claimed, at which time the applicable amounts shall be returned to the Disbursing Agent for distribution pursuant to the Plan. All claims for undeliverable Distributions must be made on or before the second (2nd) anniversary of the Initial Distribution Date, after which date all unclaimed property shall revert to the Reorganized Debtor free of any restrictions thereon and the claims of any Holder or successor to such Holder with respect to such property shall be discharged and forever barred, notwithstanding any federal or state escheat laws to the contrary. Nothing contained in the Plan shall require the Debtor, the Reorganized Debtor or any Disbursing Agent to attempt to locate any Holder of an Allowed Claim.

8. ***Application of Distribution Record Date***

At the close of business on the Distribution Record Date, the claims registers for all Claims shall be closed, and there shall be no further changes in the record Holders of such Claims. Except as provided herein, the Reorganized Debtor, the Disbursing Agent, and each of their respective agents, successors, and assigns shall have no obligation to recognize any transfer of 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 stated on the claims registers

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as of the close of business on the Distribution Record Date irrespective of the number of Distributions to be made under the Plan to such Persons or the date of such Distributions.

9. *Withholding, Payment and Reporting Requirements*

In connection with the Plan and all Distributions under the Plan, the Disbursing Agent shall, to the extent applicable, comply with all tax withholding, payment, and reporting requirements imposed by any federal, state, provincial, local, or foreign taxing authority, and all Distributions under the Plan shall be subject to any such withholding, payment, and reporting requirements. The Disbursing Agent shall be authorized to take any and all actions that may be necessary or appropriate to comply with such withholding, payment, and reporting requirements. Notwithstanding any other provision of the Plan, (a) each Holder of an Allowed Claim that is to receive a Distribution pursuant to the Plan shall have sole and exclusive responsibility for the satisfaction and payment of any tax obligations imposed by any governmental unit, including income, withholding, and other tax obligations, on account of such Distribution, and including, in the case of any Holder of a Disputed General Unsecured Claim that has become an Allowed General Unsecured Claim, any tax obligation that would be imposed upon the Reorganized Debtor in connection with such Distribution, and (b) no Distribution shall be made to or on behalf of such Holder pursuant to the Plan unless and until such Holder has made arrangements satisfactory to the Disbursing Agent for the payment and satisfaction of such withholding tax obligations or such tax obligation that would be imposed upon the Reorganized Debtor in connection with such Distribution. Any property to be distributed pursuant to the Plan shall, pending the implementation of such arrangements, be treated as an undeliverable Distribution pursuant to Section 7.06 of the Plan.

10. *Setoffs*

The Reorganized Debtor may, but shall not be required to, set off against any Claim or any Allowed Claim, and the payments or other Distributions to be made pursuant to the Plan in respect of such Claim, claims of any nature whatsoever that the Debtor or the Reorganized Debtor may have against the Holder of such Claim; provided, however, that neither the failure to do so nor the allowance of any Claim hereunder shall constitute a waiver or release by the Reorganized Debtor of any such claim that the Debtor or the Reorganized Debtor may have against such Holder.

11. *Pre-Payment*

Except as otherwise provided in the Plan, any ancillary documents entered into in connection herewith, or the Confirmation Order, the Reorganized Debtor shall have the right to pre-pay, without penalty, all or any portion of an Allowed Claim entitled to payment in Cash at any time; provided, however, that any such pre-payment shall not be contrary to the terms of the New MIG Indenture and related documents, or otherwise prejudice, the relative priorities and parities among the Classes of Claims.

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12. ***No Distribution in Excess of Allowed Amounts***

Notwithstanding anything to the contrary herein, no Holder of an Allowed Claim shall receive in respect of such Claim any Distribution of a value as of the Effective Date in excess of the Allowed amount of such Claim (excluding payments on account of interest due and payable from and after the Petition Date pursuant to the Plan, if any).

13. ***Allocation of Distributions***

All Distributions received under the Plan by Holders of Claims shall be deemed to be allocated first to the principal amount of such Claim as determined for United States federal income tax purposes and then to accrued interest, if any, with respect to such Claim.

14. ***Prosecution of Objections to Claims***

a. Objections to Claims; Estimation Proceedings

Except as set forth in the Plan or any applicable Bankruptcy Court order, all objections to Claims must be Filed and served on the Holders of such Claims by the Claims Objection Bar Date, as the same may be extended by the Bankruptcy Court upon motion by the Debtor, the Reorganized Debtor or any other party-in-interest. If a timely objection has not been Filed to a Proof of Claim or the Schedules have not been amended with respect to a Claim that (i) was Scheduled by the Debtor but (ii) was not Scheduled as contingent, unliquidated, and/or disputed, the Claim to which the Proof of Claim or Scheduled Claim relates will be treated as an Allowed Claim if such Claim has not been Allowed earlier. No payments or Distributions shall be made on account of a Claim until such Claim becomes an Allowed Claim. Notice of any motion for an order extending any Claims Objection Bar Date shall be required to be given only to those Persons or Entities that have requested notice in the Chapter 11 Case, or to such Persons as the Bankruptcy Court shall order.

The Debtor (prior to the Effective Date) or Reorganized Debtor may, at any time, request that the Bankruptcy Court estimate any contingent or unliquidated Claim pursuant to section 502(c) of the Bankruptcy Code, regardless of whether the Debtor or the Reorganized Debtor has previously objected to such Claim or whether the Bankruptcy Court has ruled on any such objection, and the Bankruptcy Court shall retain jurisdiction to estimate any Claim at any time during litigation concerning any objection to any Claim, including during the pendency of any appeal relating to any such objection. In the event the Bankruptcy Court so estimates any contingent or unliquidated Claim, that estimated amount shall constitute either the Allowed amount of such Claim or a maximum limitation on such Claim, as determined by the Bankruptcy Court, as applicable. If the estimated amount constitutes a maximum limitation on such Claim, the Reorganized Debtor may elect to pursue any supplemental proceedings to object to any ultimate payment on such Claim. All of the aforementioned Claims objection, estimation, and resolution procedures are cumulative and are not necessarily exclusive of one another. Claims may be estimated and thereafter resolved by any permitted mechanisms.

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The Reorganized Debtor will have no obligation to review and/or respond to any Claim that is not Filed by the applicable Bar Date unless: (i) the filer has obtained an order from the Bankruptcy Court authorizing it to File such Claim; or (ii) the Reorganized Debtor has consented to the Filing of such Claim in writing.

b. Authority to Prosecute Objections

After the Effective Date, except with respect to Class 5 Trust Assets, only the Reorganized Debtor shall have the authority to File objections to Claims and to settle, compromise, withdraw, or litigate to judgment objections to Claims, including, without limitation, Claims for reclamation under section 546(c) of the Bankruptcy Code. The Reorganized Debtor may settle or compromise any Disputed Claim without approval of the Bankruptcy Court, subject to approval by each Class 5 Director for any proposed Allowed Claim in excess of $100,000.

15. ***Treatment of Disputed Claims***

a. No Distribution Pending Allowance

Notwithstanding any other provisions of the Plan, no payments or Distributions will be made on account of a Disputed Claim or, if less than the entire Claim is a Disputed Claim, the portion of a Claim that is Disputed, until such Disputed Claim becomes an Allowed Claim.

b. Distributions on Accounts of Disputed Claims Once They are Allowed

The Disbursing Agent shall, on the applicable Distribution Dates, make Distributions on account of any Disputed Claim that has become an Allowed Claim. Such Distributions shall be made pursuant to the provisions of the Plan governing the applicable Class. Such Distributions shall be based upon the Distributions that would have been made to the Holder of such Claim under the Plan if the Disputed Claim had been an Allowed Claim on the Effective Date in the amount ultimately Allowed.

16. ***Accounts; Escrows; Reserves***

The Debtor and Reorganized Debtor shall, subject to and in accordance with the provisions of the Plan, (a) establish one or more general accounts into which shall be deposited all funds not required to be deposited into any other account, reserve or escrow, (b) create, fund and withdraw funds from, as appropriate, the Administrative Claims Reserve, and the Professional Fee Reserve and (c) if practicable, invest any Cash that is withheld as the applicable claims reserve in an appropriate manner to ensure the safety of the investment. Nothing in the Plan or this Disclosure Statement shall be deemed to entitle the Holder of a Disputed Claim to postpetition interest on such Claim, however.

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a. Administrative Claims Reserve

On the Effective Date (or as soon thereafter as is practicable), the Debtor or Reorganized Debtor shall create and fund the Administrative Claims Reserve in the amount budgeted to be used by the Reorganized Debtor to pay Distributions on account of Allowed Administrative Claims, including Claims under section 503(b)(9) of the Bankruptcy Code and lease payments under section 365(d)(5) of the Bankruptcy Code. To the extent necessary to fund payments to Allowed Claims thereunder, the funds in the Administrative Claims Reserve shall be periodically replenished by the Reorganized Debtor in such amounts as may be determined by the Reorganized Debtor in its sole discretion. The Reorganized Debtor shall be obligated to pay all Allowed Administrative Claims designated to be paid from the proceeds of the Administrative Claims Reserve thereunder in excess of the amounts actually deposited in the Administrative Claims Reserve. In the event that any Cash remains in the Administrative Claims Reserve after payment of all Allowed Administrative Claims to be paid thereunder, such Cash shall be distributed to the Reorganized Debtor as provided in Section 7.06 of the Plan.

b. Professional Fee Reserve

The Debtor or Reorganized Debtor shall create and fund the Professional Fee Reserve on the Effective Date (or as soon thereafter as is practicable) in the amount of the budgeted but unpaid Professional fees projected through the Effective Date, which amount shall be used to pay Allowed Professional Fee Claims held by (i) any professionals working on behalf of the Debtor and (ii) counsel and any advisers to the Committee. The Reorganized Debtor shall be obligated to pay all Allowed Professional Fee Claims even if in excess of the amounts actually deposited in the Professional Fee Reserve. In the event that any Cash remains in the Professional Fee Reserve after payment of all Allowed Professional Fee Claims, such Cash will be distributed to the Reorganized Debtor as provided by Section 7.06 of the Plan.

c. Disputed Claims Reserve

On the Effective Date and on each subsequent Distribution Date, the Debtor or Reorganized Debtor shall withhold on a Pro Rata basis from property that would otherwise be distributed to Classes of Claims entitled to Distributions under the Plan on such date, in a separate Disputed Claims Reserve, such amounts or property as may be necessary to equal one hundred percent (100%) of Distributions to which Holders of such Disputed Claims would be entitled under the Plan if such Disputed Claims were allowed in their Disputed Claim Amount. The Debtor or Reorganized Debtor may request, if necessary, estimation for any Disputed Claim that is contingent or unliquidated, or for which the Debtor or Reorganized Debtor determine to reserve less than the Face Amount. The Debtor or Reorganized Debtor shall withhold the applicable portion of the Disputed Claims Reserve with respect to such Claims based upon the estimated amount of each such Claim as estimated by the Bankruptcy Court. If the Debtor or Reorganized Debtor elect not to request such an estimation from the Bankruptcy Court with respect to a Disputed Claim that is contingent or unliquidated, the Debtor or Reorganized Debtor shall withhold the applicable Disputed Claims Amount based upon the good faith estimate of the amount of such Claim by the Debtor with the consent of the Committee, or the Reorganized Debtor with the consent of each Class 5 Director after the Effective Date. If practicable, the

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Debtor or Reorganized Debtor will invest any Cash that is withheld as the applicable Disputed Claims Reserve in an appropriate manner to ensure the safety of the investment. Nothing in the Plan or this Disclosure Statement shall be deemed to entitle the Holder of a Disputed Claim to postpetition interest on such Claim, however, except as otherwise provided in the Plan. The Reorganized Debtor shall conduct an audit and review of the amount held in the Disputed Claims Reserve by not later than 90 days after the Effective Date and every three months thereafter, after which audit any funds in the Disputed Claims Reserve in excess of the Disputed Claims Amount shall be distributed to the Indenture Trustee for distribution to Holders of New MIG Notes on the next distribution date under the New MIG Notes Indenture.

17. *Administrative Claims*

All Administrative Expense Requests (other than as set forth in Sections 3.01(a), 11.02 or this Section 11.01 of the Plan) must be made by application Filed with the Bankruptcy Court and served on counsel for the Reorganized Debtor **no later than forty-five (45) days after the Effective Date** or their Administrative Claims shall be forever barred. In the event that the Reorganized Debtor objects to an Administrative Claim, the Bankruptcy Court shall determine the Allowed amount of such Administrative Claim; provided, however no Administrative Expense Request by an Insider shall be Allowed without the written consent of the Class 5 Board Members. Notwithstanding the foregoing, (a) no application seeking payment of an Administrative Claim need be Filed with respect to an undisputed postpetition obligation which was paid or is payable by the Debtor in the ordinary course of business, including obligations to Insiders as set forth in the monthly budgets attached to the Debtor' s monthly operating reports or in the Agreed Budget; provided, however, that in no event shall a postpetition obligation that is contingent or disputed and subject to liquidation through pending or prospective litigation, including, but not limited to, alleged obligations arising from personal injury, property damage, products liability, consumer complaints, employment law (excluding claims arising under workers' compensation law), secondary payor liability, or any other disputed legal or equitable claim based on tort, statute, contract, equity, or common law, be considered to be an obligation which is payable in the ordinary course of business; and (b) no application seeking payment of an Administrative Claim need be Filed with respect to Cure owing under an Executory Contract or Unexpired Lease if the amount of Cure is fixed or proposed to be fixed by order of the Bankruptcy Court pursuant to a motion to assume and fix the amount of Cure Filed by the Debtor and a timely objection asserting an increased amount of Cure Filed by the non-Debtor party to the subject contract or lease; provided further, however, that postpetition statutory tax claims shall not be subject to the Administrative Claims Bar Date.

With respect to Administrative Claims, the last day for Filing an objection to any Administrative Expense Claim will be the later of (a) 180 days after the Effective Date, (b) 90 days after the filing of such Administrative Claim or (c) such other date specified in the Plan or ordered by the Bankruptcy Court.

18. *Professional Fee Claims*

All final requests for payment of Professional Fee Claims pursuant to sections 327, 328, 330, 331, 503(b), or 1103 of the Bankruptcy Code must be made by application Filed

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with the Bankruptcy Court and served on the Reorganized Debtor, their counsel, counsel to the Committee, and other necessary parties-in-interest **no later than sixty (60) days after the Effective Date**, unless otherwise ordered by the Bankruptcy Court. Objections to such applications must be Filed and served on the Reorganized Debtor, its counsel, counsel to the Committee and the requesting Professional or other Entity on or before the date that is thirty (30) days (or such longer period as may be allowed by order of the Bankruptcy Court) after the date on which the applicable application was served.

The Reorganized Debtor may, without application to or approval by the Bankruptcy Court, retain professionals and pay reasonable professional fees and expenses in connection with services rendered to it after the Effective Date.

G. Disposition of Executory Contracts and Unexpired Leases

1. *Executory Contracts and Unexpired Leases Deemed Assumed*

The Plan Supplement shall set forth a Schedule of Unexpired Executory Contracts and Unexpired Leases To Be Assumed as of the Effective Date. The Confirmation Order shall constitute an order of the Bankruptcy Court approving the assumption or assumption and assignment, of such contracts as contemplated herein pursuant to section 365 of the Bankruptcy Code.

Notwithstanding anything to the contrary in the Plan, the Debtor and the Reorganized Debtor reserve the right to assert that any license, franchise and partially performed contract is a property right and not an Executory Contract. Contracts or leases entered into after the Petition Date will be performed by the Reorganized Debtor in the ordinary course of business.

Notwithstanding anything to the contrary in any contract, agreement or lease to which the Reorganized Debtor is a party, (a) the transactions contemplated by the Plan and (b) the consequences of the Plan' s implementation shall not trigger any change of control or similar provisions and shall not be voided by any restraints against assignment in any contract, agreement or lease governed by the Plan.

2. *Rejection of Executory Contracts and Unexpired Leases*

Except as otherwise provided in the Plan, or in any contract, instrument, release, indenture, or other agreement or document entered into by the Debtor in connection with the Plan, as of the Effective Date, the Debtor shall be deemed to have rejected each prepetition written Executory Contract and Unexpired Lease to which it is a party unless such Executory Contract or Unexpired Lease (a) is expressly assumed or rejected pursuant to a Final Order prior to the Confirmation Date, (b) previously expired or terminated pursuant to its own terms, (c) is listed on the Schedule of Unexpired Executory Contracts and Unexpired Leases To Be Assumed filed with the Plan Supplement, (d) is the subject of any pending motion, including to assume, to assume on modified terms, to reject or to make any other disposition Filed by the Debtor on or before ten (10) days prior to the Confirmation Date.

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The Confirmation Order shall constitute an order of the Bankruptcy Court approving the rejection of executory contracts as contemplated herein pursuant to section 365 of the Bankruptcy Code.

3. *Assignment of Executory Contracts and Unexpired Leases*

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

4. *Cure Rights for Executory Contracts and Unexpired Lease Assumed Under the Plan*

Any monetary amounts by which each Executory Contract and Unexpired Lease to be assumed pursuant to the Plan is in default shall be satisfied, under section 365(b)(1) of the Bankruptcy Code, by Cure. If there is a dispute regarding (a) the nature or amount of any Cure, (b) the ability of any Reorganized Debtor 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 (c) any other matter pertaining to assumption, Cure shall occur following the entry of a Final Order by the Bankruptcy Court resolving the dispute and approving the assumption or assumption and assignment, as the case may be; provided, however, that the Debtor or Reorganized Debtor, as applicable, shall be authorized to reject any Executory Contract or Unexpired Lease to the extent the Debtor or Reorganized Debtor, in the exercise of its sound business judgment, concludes that the amount of the Cure obligation as determined by such Final Order, renders assumption of such Executory Contract or Unexpired Lease unfavorable to the Debtor or Reorganized Debtor. Cure amounts are listed in the Plan Supplement, which shall be Filed at least ten (10) days prior to the Confirmation Hearing as part of the Plan Supplement. If no Cure amount for an assumed Executory Contract or Unexpired Lease is listed in the Plan Supplement, the Cure amount shall be deemed to be $0.

5. *Rejection Damages Bar Date for Rejections Pursuant to the Plan*

If the rejection of an Executory Contract or Unexpired Lease pursuant to the Plan results in a Claim, then such Claim shall be forever barred and shall not be enforceable against the Debtor, its Estate, the Reorganized Debtor or any of its properties unless a Proof of Claim is Filed with the claims agent and served upon counsel to the Reorganized Debtor within thirty (30) days after entry of the Confirmation Order. The foregoing applies only to Claims arising from

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the rejection of an Executory Contract or Unexpired Lease; any other Claims held by a party to a rejected contract or lease shall have been evidenced by a Proof of Claim Filed by earlier applicable Bar Dates or shall be barred and unenforceable. Notwithstanding the foregoing, any management agreement between the Debtor and CaucusCom or any Insider of the Debtor shall be deemed rejected as of the Effective Date and no rejection claim shall be allowed on account of such rejection. Any management fees after the Effective Date shall be payable only as permitted in the Agreed Budget.

6. *Indemnification Obligations*

Indemnification Obligations owed to directors, officers, and employees of the Debtor (or the Estate) who served or were employed by the Debtor as of and after the Petition Date, shall be deemed to be, and shall be treated as though they are, Executory Contracts that are assumed pursuant to section 365 of the Bankruptcy Code and Section 6.01 of the Plan. Notwithstanding the foregoing, the Reorganized Debtor shall not assume any claim for liability, reimbursement obligations, contributions or indemnity concerning the contractual obligations of directors or officers of the Debtor, including, without limitation, the contractual guaranties

All Indemnification Obligations owed to directors, officers, and employees of the Debtor who served or were employed by the Debtor on or prior to, but not after, the Petition Date shall be deemed to be, and shall be treated as though they are, Executory Contracts that are rejected pursuant to section 365 of the Bankruptcy Code under the Plan.

Indemnification Obligations owed to any Professionals retained pursuant to sections 327 or 328 of the Bankruptcy Code and order of the Bankruptcy Court, to the extent that such Indemnification Obligations relate to the period after the Petition Date, excluding claims resulting from gross negligence, willful misconduct, breach of fiduciary duty, self-interested transactions or intentional tort, shall be deemed to be, and shall be treated as though they are, Executory Contracts that are assumed pursuant to section 365 of the Bankruptcy Code and Section 6.01 of the Plan.

7. *Continuing Obligations Owed to Debtor*

Any confidentiality agreement entered into between the Debtor and any other Person requiring the parties to maintain the confidentiality of each other' s proprietary information shall be deemed to be, and shall be treated as though it is, an Executory Contract that is assumed and assigned pursuant to section 365 of the Bankruptcy Code and Section 6.01 of the Plan, except as otherwise provided in the Plan.

Any indemnity agreement entered into between the Debtor and any other Person requiring the supplier to provide insurance in favor of the Debtor, to warrant or guarantee such supplier' s goods or services, or to indemnify the Debtor for claims arising from the goods or services shall be deemed to be, and shall be treated as though it is, an Executory Contract that is assumed and assigned pursuant to section 365 of the Bankruptcy Code and Section 6.01 of the Plan; provided, however, that if any party thereto asserts any Cure, at the election of the Debtor

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such agreement shall not be deemed assumed, and shall instead be rejected pursuant to section 365 of the Bankruptcy Code under the Plan.

Continuing obligations of third parties to the Debtor under insurance policies, contracts, or leases that have otherwise ceased to be executory or have otherwise expired on or prior to the Effective Date, including, without limitation, continuing obligations to pay insured claims, to defend against and process claims, to refund premiums or overpayments, to provide indemnification, contribution or reimbursement, to grant rights of first refusal, to maintain confidentiality, or to honor releases, shall continue and shall be binding on such third parties notwithstanding any provision to the contrary in the Plan, unless otherwise specifically terminated by the Debtor or by order of Bankruptcy Court.

To the extent any insurance policy under which the insurer has a continuing obligation to pay the Debtor or a third party on behalf of the Debtor is held by the Bankruptcy Court to be an Executory Contract, such insurance policy shall be treated as though it is an Executory Contract that is assumed pursuant to section 365 of the Bankruptcy Code and Section 6.01 of the Plan. To the extent permitted in the Agreed Budget, any and all Claims (including Cure) arising under or related to any insurance policies or related insurance agreements that are assumed by the Debtor prior to or as of the Effective Date: (i) shall not be discharged; (ii) shall be Allowed Administrative Claims; and (iii) shall be paid in full in the ordinary course of business of the Reorganized Debtor as set forth in Section 3.01(a) of the Plan.

8. ***Limited Extension of Time to Assume or Reject***

In the event of a dispute as to whether a contract or lease between the Debtor and a Person that is not an Insider is executory or unexpired, the right of the Debtor or the Reorganized Debtor to move to assume or reject such contract or lease shall be extended until the date that is thirty (30) days after entry of a Final Order by the Bankruptcy Court determining that the contract or lease is executory or unexpired, provided such dispute is pending as of the Confirmation Date.

9. ***Postpetition Contracts and Leases***

The Debtor shall not be required to assume or reject any contract or lease entered into by the Debtor after the Petition Date. Any such contract or lease shall continue in effect in accordance with its terms after the Effective Date, unless the Reorganized Debtor has obtained a Final Order of the Bankruptcy Court approving termination of such contract or lease. Contracts or leases entered into after the Petition Date will be performed by the Reorganized Debtor in the ordinary course of its business.

10. ***Treatment of Claims Arising From Assumption or Rejection***

All Allowed Claims for Cure arising from the assumption of any Executory Contract or Unexpired Lease shall be treated as Administrative Claims pursuant to Section 2.02 of the Plan; all Allowed Claims arising from the rejection of an Executory Contract or Unexpired Lease shall be treated, to the extent applicable, as General Unsecured Claims, unless otherwise

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ordered by Final Order of the Bankruptcy Court; and all other Allowed Claims relating to an Executory Contract or Unexpired Lease shall have such status as they may be entitled to under the Bankruptcy Code as determined by Final Order of the Bankruptcy Court.

H. Revesting of Assets; Preservation of Causes of Action, Litigation Rights and Avoidance Actions; Release of Liens; Resulting Claim Treatment

Except as otherwise provided in the Plan, or in the Confirmation Order, and pursuant to section 1123(b)(3) and section 1141(b) and (c) of the Bankruptcy Code, on the Effective Date, all of the property and assets of the Debtor and all Causes of Action and Litigation Rights, including the Avoidance Actions and the Malpractice Action, shall automatically revest in the Reorganized Debtor, free and clear of all Claims, Liens and Interests, except for the Class 5 Trust Assets which shall automatically vest in the Class 5 Trust on the Effective Date. The Reorganized Debtor (directly or through the Disbursing Agent) shall make all Distributions under the Plan. Thereafter, each Reorganized Debtor may operate its business and may use, acquire, and dispose of such property free of any restrictions of the Bankruptcy Code, the Bankruptcy Rules, and the Bankruptcy Court. As of the Effective Date, all such property of each Reorganized Debtor shall be free and clear of all Claims, Liens and Interests, except as specifically provided in the Plan or the Confirmation Order and the Reorganized Debtor shall receive the benefit of any and all discharges under the Plan. For the avoidance of doubt, the foregoing is subject and without prejudice to the Claims, Causes of Action, Litigation Rights, property and assets vested in the Class 5 Trust pursuant to the Plan.

Except as otherwise provided in the Plan or in any contract, instrument, release or other agreement entered into or delivered in connection with the Plan, in accordance with section 1123(b) of the Bankruptcy Code and to the fullest extent possible under applicable law, on the Effective Date, the Reorganized Debtor shall retain and may enforce, and shall have the sole right to enforce or prosecute, any claims, demands, rights, and Causes of Action that the Debtor may hold against any Entity, including, without limitation, all Avoidance Actions and the Malpractice Action, except with respect to the Class 5 Trust Assets (including the Change of Control Litigation). The Reorganized Debtor or its successor may pursue such retained claims, demands, rights or Causes of Action or Litigation Rights, including, without limitation, Avoidance Actions or the Malpractice Action, as appropriate, in accordance with the best interests of the Reorganized Debtor or its successor holding such claims, demands, rights, Causes of Action or Litigation Rights. For the avoidance of doubt, the foregoing is subject and without prejudice to the rights of the Class 5 Trustee in the Class 5 Trust Assets.

If, as a result of the pursuit of any Litigation Rights or Avoidance Actions, a Claim would arise from a recovery pursuant to section 550 of the Bankruptcy Code after Distributions under the Plan have commenced, making it impracticable to treat the Claim in accordance with the applicable provisions of Article VII of the Plan, the Reorganized Debtor shall be permitted to reduce the recovery by an amount that reflects the value of the treatment that would have been accorded to the Claim under the Plan, thereby effectively treating the Claim through the reduction, provided however that this provision shall not apply to the Holders of Allowed Appraisal Claims or Allowed Non-Appraisal Claims.

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I. Restructuring Transactions

On, as of, or after the Effective Date, the Reorganized Debtor may enter into such transactions and may take such actions as may be necessary or appropriate, in accordance with any applicable state law, to effect a corporate or operational restructuring of its business, to otherwise simplify the overall corporate or operational structure of the Reorganized Debtor, to achieve corporate or operational efficiencies, or to otherwise improve financial results; provided that such transactions or actions are not otherwise inconsistent with the Plan, the Distributions to be made under the Plan, the New Corporate Governance Documents, the New MIG Notes or the New MIG Notes Indenture.

Specifically, on the Effective Date, the Debtor shall execute such documents and make such filings, as necessary under applicable law, to effectuate the following transactions:

> The Reorganized Debtor will convert from a Delaware corporation to a Delaware limited liability company to be known as "MIG LLC" by the filing of a Certificate of Conversion and a Certificate of Formation with the Secretary of State of the State of Delaware.
>
> The Reorganized Debtor will issue and deliver the: (a) New MIG Notes; (b) New Warrants; (c) New MIG Indenture; (d) the Class 5 Trust Agreement; and (e) the New Common LLC Interests, in accordance with Sections 3.03(c) and 3.03(d) of the Plan.
>
> The Debtor, prior to the Effective Date, shall cause the dissolution of MIG International Telecommunications, Inc. and MIG Georgia Holdings, Inc. such that the Reorganized Debtor will directly own 100% of the Interests in ITC. Thereafter, the Debtor shall exercise good faith best efforts to seek to dissolve Telcell Wireless LLC.
>
> Certain entities owned by the Debtor (i) may be merged with and into the Reorganized Debtor or (ii) may be dissolved.

J. Authorization and Issuance of New Common LLC Interests, New MIG Notes and New Warrants

On the Effective Date, the Reorganized Debtor shall be authorized to issue, execute, deliver and perform under: (i) the New Common LLC Interests; (ii) the New MIG Notes; (iii) the New Warrants; (iv) the Class 5 Trust Agreement and the Beneficial Interests in the Class 5 Trust; (v) the New MIG Notes Indenture; (vi) the Collateral Documents; (vii) all documents evidencing a security interest in the Class 5 Collateral in favor of the holders of the New MIG Notes; and (vi) any documents incidental thereto as necessary to implement the terms of the Plan.

The issuance of the New Common LLC Interests, New MIG Notes and New Warrants and all other instruments, certificates and other documents required to be issued or

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distributed pursuant to the Plan shall be authorized under section 1145 of the Bankruptcy Code as of the Effective Date without further act or action, except as may be required by the New Corporate Governance Documents, or applicable law, regulation, order or rule; and all documents evidencing same shall be executed and delivered as provided for in the Plan or the Plan Supplement.

With respect to the ITC Pledge: (i) ITC shall be a co-obligor of the New MIG Notes as provided in the New MIG Notes Indenture; (ii) the ITC Pledge shall secure solely ITC' s obligations to the holders of the New MIG Notes pursuant to the New MIG Notes Indenture and the New MIG Notes; (iii) ITC' s Interests in ITCL shall be pledged to the Collateral Agent for the benefit of the holders of New MIG Notes and such holders shall be deemed to be "banks, financial institutions or institutional investors" within the meaning of Section 4.1(c) of the ITCL LLC Agreement; and (iv) the holders of the New MIG Notes and Collateral Agent, as applicable, may acquire only a security interest in the Equity Securities (as defined in the ITCL LLC Agreement) owned by ITC in ITCL entitling them to the proceeds from any sale of such Equity Securities pursuant to a sale conducted in compliance with the terms of the ITCL LLC Agreement and not title to such Equity Securities or any other rights incidental thereto. The foregoing shall be deemed to comply with the requirements of section 4.1(c) of the ITCL LLC Agreement.

K. Post-Confirmation Corporate Structure, Management and Operation

1. *Continued Corporate Existence*

The Plan provides that, on the Effective Date, the Reorganized Debtor shall convert from a corporation to a limited liability company. After the Effective Date, the Reorganized Debtor may operate its business and use, acquire, dispose of property and settle and compromise claims or interests without the supervision of the Bankruptcy Court, free of any restrictions of the Bankruptcy Code or Bankruptcy Rules subject to the terms of the Plan and the Plan Supplement and all documents and exhibits thereto implementing the provisions of the Plan.

2. *Corporate Governance*

Subject to any requirement of Bankruptcy Court approval pursuant to section 1129(a)(5) of the Bankruptcy Code, on the Effective Date, the New Board will be constituted in the manner set forth in Section 5.05 below and the managers and officers of the Reorganized Debtor will be as set forth in Section 5.06 below. Each such manager and officer will serve from and after the Effective Date in accordance with the terms of the Operating Agreement and/or other governance policies of the Reorganized Debtor, as the same may be amended from time to time, pursuant to applicable state law.

The New Corporate Governance Documents will be deemed to satisfy the provisions of the Plan and the Bankruptcy Code and will include, among other things, (a) pursuant to section 1123(a)(6) of the Bankruptcy Code, a provision prohibiting the issuance of non-voting equity securities, but only to the extent required by section 1123(a)(6) of the Bankruptcy Code and (b) manager liability exculpation, indemnity and advancement provisions

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to the fullest extent permitted by Delaware law. After the Effective Date, the Reorganized Debtor may amend and restate the New Corporate Governance Documents and any other certificates or articles of incorporation, by-laws, limited liability company agreements, certificates of formation, partnership agreements and certificates of partnership, as applicable, as permitted by applicable law.

3. ***New Management Incentive Plan***

To the extent authorized in the Agreed Budget and subject to approval of the Class 5 Directors, for so long as the New MIG Notes remain outstanding, on or after the Effective Date, the New Board shall develop, approve and implement the terms and the conditions of the Management Incentive Plan (including the identity of the participants); provided, however, any Management Incentive Plan that does not contemplate any payment until after the payment in full of the New MIG Notes may be adopted without the consent of either the Committee or the Class 5 Directors. On and after the Effective Date, eligible persons who receive awards under such Management Incentive Plan shall be entitled to the benefits thereof on the terms and conditions provided for therein. As of the Effective Date, all equity-based awards granted by the Debtor prior to the Petition Date shall terminate and cease to be binding on the Debtor.

4. ***New Board of Managers of the Reorganized Debtor***

Pursuant to the Operating Agreement, the New Board shall initially consist of six (6) members on the Effective Date as follows: (a) four (4) of the members of the New Board shall be designated by the Debtor and (b) two (2) of the members of the New Board shall be designated by the Committee as the Class 5 Directors and acceptable to the Debtor. The identity of all members of the New Board shall be set forth in the Plan Supplement. The initial members of the New Board shall serve from the Effective Date and thereafter in accordance with the New Corporate Governance Documents.

5. ***Officers of Reorganized Debtor***

The initial officers of the Reorganized Debtor shall be set forth in the Plan Supplement.

6. ***Exemption from Certain Transfer Taxes***

Pursuant to section 1146(a) of the Bankruptcy Code, the issuance, transfer, or exchange of a security, or the making or delivery of an instrument of transfer from the Debtor to the Reorganized Debtor or any other Person or Entity pursuant to the Plan will not be subject to any document recording tax, stamp tax, conveyance fee, intangibles or similar tax, mortgage tax, stamp act, real estate transfer tax, mortgage recording tax, or other similar tax or governmental assessment and State or local governmental officials or agents are directed to forego the collection of any such tax or governmental assessment and to accept for Filing and recordation any of the foregoing instruments or other documents without the payment of any such tax or governmental assessment.

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7. ***Corporate Action***

On the Effective Date, the adoption and/or filing of the New Corporate Governance Documents, as applicable, the appointment of managers and/or officers of the Reorganized Debtor, and all actions contemplated thereby shall be authorized and approved in all respects pursuant to the Plan. All matters provided for herein involving the corporate structure of the Debtor or Reorganized Debtor, and any corporate action required by the Debtor or Reorganized Debtor in connection with the Plan, shall be deemed to have occurred and shall be in effect, without any requirement of further action by the directors, stockholders, members or managers of the Debtor or Reorganized Debtor, except that the Debtor shall take affirmative steps to file the documents necessary to implement the Restructuring Transactions set forth in Section 5.12 (b) of the Plan. On the Effective Date, and pursuant to Section 303 of the General Corporation Law of the State of Delaware, the appropriate officers or managers of the Reorganized Debtor are authorized and directed to issue, execute, and deliver the agreements, documents, securities, and instruments contemplated by the Plan in the name of and on behalf of the Reorganized Debtor without the need for any required approvals, authorizations, or consents, except for any express consents required under the Plan.

8. ***Effectuating Documents; Further Transactions***

The Chief Executive Officer, the Chief Financial Officer, or any other appropriate officer of the Reorganized Debtor, as the case may be, will be authorized to execute, deliver, file, or record such contracts, instruments, releases, indentures, and other agreements or documents, and take such actions as may be necessary or appropriate to effectuate and further evidence the terms and conditions of the Plan. The Secretary or Assistant Secretary of the Reorganized Debtor, as the case may be, will be authorized to certify or attest to any of the foregoing actions.

9. ***Cancellation of Common Equity Interests and Agreements***

Except as otherwise provided for in the Plan, or in any contract, instrument or other agreement or document created in connection with the Plan, on the Effective Date and concurrently with the applicable Distributions made pursuant to Article III of the Plan, the Common Equity Interests, the Preferred Equity Interests and any other promissory notes, share certificates, whether for preferred or common stock (including treasury stock), other instruments evidencing any Claims or Interests in the Debtor, other than a Claim that is being Reinstated and rendered Unimpaired, and all options, warrants, calls, rights, puts, awards, commitments or any other agreements of any character to acquire such Interests in the Debtor shall be deemed canceled and of no further force and effect, without any further act or action under any applicable agreement, law, regulation, order or rule, and the obligations of the Debtor under the notes, share certificates and other agreements and instruments governing such Claims and Interests in the Debtor shall be discharged subject to the provisions of the Plan. The Holders of or parties to such canceled notes, shares, share certificates and other agreements and instruments shall have no rights arising from or relating to such notes, shares, share certificates and other agreements and instruments or the cancellation thereof, except the rights provided pursuant to the Plan.

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L. Settlement, Releases, Discharge, Injunctions, Exculpation and Indemnification

1. *Debtor Parent, Debtor Parent Affiliates and Releasee Obligations Under the Plan*

Pursuant to Section 5.10 of the Plan, in consideration of the direct and indirect economic benefits under the Plan, as a condition precedent to the effectiveness of the Releases set forth in Section 11.10 of the Plan, for so long as any amounts remain due and outstanding under the New MIG Notes, Debtor Parent, the Debtor Parent Affiliates and other Releasees shall: (i) agree to be bound by and comply with the terms of the Plan, including without limitation Section 11.12 of the Plan; and (ii) not take any action directly or indirectly that would have the effect of triggering an ITC Cellular Change of Control, as defined in the ITCL LLC Agreement.

As a condition precedent to the Releases set forth in Section 11.10 of the Plan, each of the Debtor Parent, Debtor Parent Affiliates and Releasees under Section 11.10 of the Plan shall deliver duly executed (i) Acknowledgement Agreements, in form acceptable to the Committee evidencing their consent and agreement to Section 5.10 of the Plan; and (ii) executed Collateral Documents to the extent the Committee determines such entities are required parties to the Collateral Documents in the Plan Supplement or other documents necessary to implement the Plan (e.g., CaucusCom as to the Stock Pledge Agreement and Stock Escrow Agreement related to the granting of a security interest to the holders of New MIG Notes in the Interests in the Reorganized Debtor).

2. *Releases by Debtor in Favor of Third Parties*

As of the Effective Date, for good and valuable consideration, the adequacy of which will be deemed sufficient as of Confirmation of the Plan, the Debtor, the Reorganized Debtor and any Person or Entity seeking to exercise the rights of the Debtor' s estate, including, without limitation, any successor to the Debtor or any estate representative appointed or selected pursuant to section 1123(b)(3) of the Bankruptcy Code, shall be deemed to forever release, waive, and discharge each of the Exculpated Parties from any and all claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action (including Avoidance Actions), and liabilities whatsoever in connection with or related to the Debtor, the conduct of the Debtor' s business, the Chapter 11 Case, or the Plan (other than the rights of the Debtor, the Reorganized Debtor, the Indenture Trustee, the Class 5 Trustee or a Creditor holding an Allowed Claim to enforce the obligations under the Confirmation Order and the Plan and the contracts, instruments, releases, indentures, and other agreements or documents delivered thereunder), whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, then existing or thereafter arising, in law, equity, or otherwise, that are based in whole or 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 Debtor, the conduct of the Debtor' s business, the Reorganized Debtor, the Chapter 11 Case, this Disclosure Statement or the Plan, and that may be asserted by or on behalf of the Debtor, the Estate, or the Reorganized Debtor against any of the shareholders, directors, officers,

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employees or advisors of the Debtor as of the Petition Date and through the Effective Date, excluding claims resulting from gross negligence, willful misconduct, breach of fiduciary duty, self-interested transactions or intentional tort, any Professionals of the Debtor, and (iii) the Committee, its members, and its advisors, respectively (but not its members in their individual capacities); <u>provided</u>, <u>however</u>, that nothing in Section 11.10(a) of the Plan:

a. shall be deemed to prohibit the Reorganized Debtor from asserting and enforcing any claims, obligations, suits, judgments, demands, debts, rights, Causes of Action or liabilities they may have against any employee (including directors and officers) for alleged breach of confidentiality, or any other contractual obligations owed to the Debtor or the Reorganized Debtor, including non-compete and related agreements or obligations;

b. constitutes a waiver of any right of the Reorganized Debtor to: (x) enforce all rights and claims concerning any and all intellectual property (including, without limitation, trademarks, copyrights, patents, customer lists, trade secrets and confidential or proprietary business information), all of which rights are expressly reserved and not released and (y) assert any defense based on whether or not applicable standards have been met;

c. shall be deemed to prohibit any party from asserting or enforcing any direct contractual obligation against any Releasee, with all rights and defenses to such claims being reserved by the Releasees; or

d. shall constitute a release of any rights, Claims, Intercompany Claims or Causes of Action related to or arising from the validity or enforceability of the Change of Control Provisions in the ITCL LLC Agreement and PSA.

THE FOREGOING RELEASE IN FAVOR OF ANY RELEASEE IS CONDITIONED UPON AND IN CONSIDERATION OF SUCH ENTITIES' WRITTEN AGREEMENT TO BE BOUND TO THE TERMS OF THE PLAN, INCLUDING WITHOUT LIMITATION THEIR AGREEMENT TO COMPLY WITH THE PROVISIONS OF SECTIONS 5.10 AND 11.12 OF THE PLAN AND TO SUBJECT THEMSELVES TO THE JURISDICTION OF THE BANKRUPTCY COURT FOR PURPOSES OF ENFORCEMENT OF THE TERMS OF THE PLAN, AS SET FORTH IN THE ACKNOWLEDGEMENT AND AGREEMENT OF RELEASEES TO BE DELIVERED AS PART OF THE PLAN SUPPLEMENT. For the avoidance of doubt, nothing herein constitutes or shall constitute a waiver, release, discharge or compromise by the Debtor, its Estate or the Reorganized Debtor with respect to the Malpractice Action.

The releases being provided by the Debtor relate to Claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action (including Claims or Causes of Action arising under Chapter 5 of the Bankruptcy Code), and liabilities held by the Debtor or that may be asserted on behalf of the Debtor (the "<u>Debtor Claims</u>"). The Debtor does not believe that there are any valid Debtor Claims against any of their present or former directors, officers, and employees, any of its Professionals, or the Committee and its advisors. Moreover, any

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action brought to enforce a potential Debtor Claim would involve significant costs to the Debtor, including legal expenses and the distraction of the Debtor' s key personnel from the demands of the Debtor' s ongoing businesses. In light of these considerations, and given the contributions made by the recipients of the releases to the Debtor' s businesses and reorganization efforts, the releases of the Debtor Claims are appropriate and in the best interests of the Debtor' s Estate.

3. *Releases by Creditors of Claims Against Third Parties*

As of the Effective Date and to the extent permitted under Delaware law, Holders of Claims and Interests shall be deemed to have conclusively, absolutely, unconditionally, irrevocably and forever released and discharged the Debtor, Debtor Parent, the Debtor Parent Affiliates, the Reorganized Debtor, and the directors, officers, employees or advisors of the Debtor as of the Petition Date and through the Effective Date (the "Releasees") from any and all Claims (including Intercompany Claims and the Alleged Fraudulent Transfer Claims), Interests, Causes of Action or Avoidance Actions that such Entity would have been legally entitled to assert (whether individually or collectively or directly, indirectly or derivatively, at law, in equity or otherwise), based on or relating to, or in any manner arising from, in whole or in part, the Debtor, the Debtor' s restructuring, the conduct of the Debtor' s business, the Chapter 11 Case, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the business or contractual arrangements between any Releasee and the Debtor, the restructuring of Claims and Interests prior to or in the Chapter 11 Case, the negotiation, formulation or preparation of the Plan and Disclosure Statement, or related agreements, instruments, or other documents, upon any other act or omission, transaction, agreement, event or other occurrence taking place on or before the Effective Date, other than Claims or liabilities arising out of or relating to any act or omission of the Debtor, the Reorganized Debtor, or a Releasee that constitutes a failure to perform the duty to act in good faith, with the care of an ordinarily prudent person and in a manner the Debtor, the Reorganized Debtor, or the Releasee reasonably believed to be in the best interests of the Debtor (to the extent such duty is imposed by applicable non-bankruptcy law) where such failure to perform constitutes willful misconduct or gross negligence AND other than the rights of the Debtor, the Reorganized Debtor, the Indenture Trustee, the Class 5 Trustee or a Creditor holding an Allowed Claim to enforce the obligations under the Confirmation Order and the Plan and the contracts, instruments, releases, indentures, and other agreements or documents delivered thereunder); provided, however, that nothing in Section 11.10(b) of the Plan:

a. shall be deemed to prohibit any party from asserting or enforcing any direct contractual obligation against any Releasee, with all rights and defenses to such claims being reserved by the Releasees; or

b. shall constitute a release of any rights, Claims, Intercompany Claims or Causes of Action related to or arising from the validity or enforceability of the Change of Control Provisions in the ITCL LLC Agreement and PSA.

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THE FOREGOING RELEASE IN FAVOR OF ANY RELEASEE IS CONDITIONED UPON AND IN CONSIDERATION OF SUCH ENTITIES' WRITTEN AGREEMENT TO BE BOUND TO THE TERMS OF THE PLAN, INCLUDING WITHOUT LIMITATION THEIR AGREEMENT TO COMPLY WITH THE PROVISIONS OF SECTIONS 5.10 AND 11.12 OF THE PLAN AND TO SUBJECT THEMSELVES TO THE JURISDICTION OF THE BANKRUPTCY COURT FOR PURPOSES OF ENFORCEMENT OF THE TERMS OF THE PLAN, AS SET FORTH IN THE ACKNOWLEDGEMENT AND AGREEMENT OF RELEASEES TO BE DELIVERED AS PART OF THE PLAN SUPPLEMENT.

The Plan Proponents believe that releases by and among the Claim Holders who receive Distributions pursuant to the Plan and the Releasees meet the standards of fairness and necessity to the Debtor' s reorganization required to justify Court approval of non-consensual releases. The Holders of Allowed Claims who will receive Distributions pursuant to the Plan are receiving material, specific and identifiable consideration for such releases consisting of: (a) the services and contributions of the Releasees to the Debtor' s business and reorganization, (b) the releases granted by the Releasees to the Claim Holders, and (c) the Acknowledgement Agreements executed by such Releasees.

4. ***Discharge and Discharge Injunction***

Confirmation of the Plan effects a discharge of all Claims against the Debtor. As set forth in the Plan, pursuant to section 1141(d) of the Bankruptcy Code, and except as otherwise provided in the Plan or in the Confirmation Order all consideration distributed under the Plan shall be in exchange for, and in complete satisfaction, settlement, discharge, and release, effective as of the Effective Date, of all Claims, Interests and Causes of Action of any nature whatsoever, including any interest accrued on such Claims or Interests from and after the Petition Date, whether known or unknown, against, liabilities of, Liens on, obligations of, rights against, and Interests in, the Debtor or any of its assets or properties and, regardless of whether any property shall have been abandoned by order of the Bankruptcy Court, retained, or distributed pursuant to the Plan on account of such Claims and Interests, including demands, liabilities and Causes of Action that arose before the Effective Date, and all debts of the kind specified in section 502 of the Bankruptcy Code, whether or not (A) a Proof of Claim based upon such debt is Filed or deemed Filed under section 501 of the Bankruptcy Code, (B) a Claim based upon such debt is Allowed under section 502 of the Bankruptcy Code, (C) a Claim based upon such debt is or has been Disallowed by order of the Bankruptcy Court, or (D) the Holder of a Claim based upon such debt accepted the Plan. The Plan shall bind all Holders of Claims and Interests, notwithstanding whether any such Holders votes to accept or reject the Plan.

As of the Effective Date, except as otherwise provided in the Plan or in the Confirmation Order, all Persons shall be precluded from asserting against the Debtor or the Reorganized Debtor or any of their assets or properties, any other or further Claims, debts, rights, Causes of Action, claims for relief, liabilities, or equity Interests relating to the Debtor based upon any act, omission, transaction, occurrence, or other activity of any nature that occurred prior to the Effective Date. In accordance with the foregoing, except as provided in the Plan or the Confirmation Order, the Confirmation Order shall be a judicial determination, as of the

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Effective Date, of discharge of all such Claims and other debts and liabilities against the Debtor and termination of all Preferred Equity Interests and Common Equity Interests, pursuant to sections 524 and 1141 of the Bankruptcy Code, and such discharge shall void any judgment obtained against the Debtor at any time, to the extent that such judgment relates to a discharged Claim or terminated Interest.

In furtherance of the discharge of Claims and the termination of Interests, the Plan provides that, except as provided in the Plan or the Confirmation Order, as of the Effective Date, all Persons that have held, currently hold, may hold, or allege that they hold, a Claim or other debt or liability that is discharged pursuant to Section 11.11 of the Plan, released pursuant to Section 11.10 of the Plan, or is subject to exculpation pursuant to Section 11.13 of the Plan are permanently enjoined from taking any of the following actions against the Debtor, the Reorganized Debtor, and their respective affiliates or their property on account of any such discharged Claims, debts, or liabilities or terminated Interests or rights: (i) commencing or continuing, in any manner or in any place, any action or other proceeding of any kind; (ii) enforcing, attaching, collecting, or recovering in any manner any judgment, award, decree, or order against the Debtor, the Reorganized Debtor or its property; (iii) creating, perfecting, or enforcing any Lien or encumbrance; (iv) asserting a right of setoff, recoupment or subrogation of any kind against any debt, liability, or obligation due to the Debtor or the Reorganized Debtor; or (v) commencing or continuing any action, in each such case in any manner, in any place, or against any Person that does not comply with or is inconsistent with the provisions of the Plan.

Moreover, the Plan provides that, without limiting the effect of the provisions of Section 11.12 of the Plan upon any Person, by accepting Distributions pursuant to the Plan, each Holder of an Allowed Claim receiving Distributions pursuant to the Plan will be deemed to have specifically consented to the injunctions set forth in Section 11.12 of the Plan.

The Plan further provides that nothing in Section 11.12 of the Plan will impair (i) the rights of any Holder of a Disputed Claim to establish its Claim in response to an objection Filed by the Debtor or the Reorganized Debtor, (ii) the rights of any defendant in an Avoidance Action Filed by the Debtor to assert defenses in such action, or (iii) the rights of any party to an Executory Contract or Unexpired Lease that has been assumed by the Debtor pursuant to an order of the Bankruptcy Court or the provisions of the Plan to enforce such assumed contract or lease.

5. ***Exculpation Relating to the Chapter 11 Case***

The Plan contains standard exculpation provisions applicable to the key parties in interest with respect to their conduct in the Chapter 11 Case. Specifically, the Plan provides that on the Effective Date, the Exculpated Parties shall neither have, nor incur any liability to any Holder of a Claim or an Interest, the Debtor, the Reorganized Debtor, or any other party-in-interest, or any of their respective agents, employees, representatives, advisors, attorneys, or affiliates, or any of their successors or assigns, for any prepetition or postpetition act or omission in connection with, relating to, or arising out of, the Chapter 11 Case, the formulation, negotiation, or implementation of the Plan, the solicitation of acceptances of the Plan, the pursuit of Confirmation of the Plan, the

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Confirmation of the Plan, the consummation of the Plan, or the administration of the Plan or the property to be distributed under the Plan, except for acts or omissions that are the result of fraud, gross negligence, or willful misconduct; provided, however, that the foregoing is not intended to limit or otherwise impact any defense of qualified immunity that may be available under applicable law; provided further, that each Exculpated Party shall be entitled to rely upon the advice of counsel concerning his, her or its duties pursuant to, or in connection with, the Plan; provided still further, that the foregoing Exculpation shall not be deemed to, release, affect, or limit any of the rights and obligations of the Exculpated Parties from, or exculpate the Exculpated Parties with respect to, any of the Exculpated Parties' obligations or covenants arising pursuant to the Plan or the Confirmation Order.

Moreover, the Plan provides that no Holder of a Claim or an Interest, the Debtor, the Reorganized Debtor, the Committee, no other party-in-interest, none of their respective agents, employees, representatives, advisors, attorneys, or affiliates, and none of their respective successors or assigns shall have any right of action against any of the Exculpated Parties for any act or omission in connection with, relating to, or arising out of, the Chapter 11 Case, the formulation, negotiation, or implementation of the Plan, solicitation of acceptances of the Plan, the pursuit of Confirmation of the Plan, the Confirmation of the Plan, the consummation of the Plan, or the administration of the Plan or the property to be distributed under the Plan, except for acts or omissions which are the result of fraud, gross negligence, or willful misconduct.

The Plan Proponents submit that the exculpations contained in the Plan are appropriate and are standard in a Chapter 11 Case. The exculpations are appropriately limited in scope, apply only to acts and omissions occurring after the Petition Date and in connection with the Chapter 11 Case or the Plan and confer only a qualified immunity by excluding acts or omissions which are the result of fraud, gross negligence or willful misconduct. The beneficiaries of the exculpations have made significant contributions to the Debtor's reorganization, which contributions have allowed for the formulation of the Plan which resolves many complicated issues between the Debtor and other interested parties, in the opinion of the Plan Proponents, provides for the best possible recoveries for Claims against the Debtor. In the Debtor's view, the beneficiaries of the exculpations would not have contributed as they did without the prospect of the limited immunity reflected in the exculpations. The Debtor is also unaware of any valid Causes of Action against any of the beneficiaries of the exculpations. In view of the foregoing, the exculpations are appropriate and in the best interests of the Debtor's Estate.

6. ***Term of Injunctions or Stays***

Unless otherwise provided in the Plan or in the Confirmation Order, all injunctions or stays provided for in the Chapter 11 Case under sections 105 or 362 of the Bankruptcy Code or otherwise, and existing on the Confirmation Date (excluding any injunctions or stays contained in the Plan or the Confirmation Order), shall remain in full force and effect until the Effective Date.

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7. ***Travelers Workers' Compensation Bonds***

Travelers Casualty and Surety Company of America, which issued surety bonds for the Debtor to cover certain state employment/ workers' compensation obligations, is a holder of a Secured Claim to the extent of the value of its collateral and otherwise as a holder of an administrative claim against the estate. The Plan shall not and does not prejudice, impair, waive, limit or otherwise affect the respective rights, claims and defense of Travelers regarding bonds, indemnity agreements and the collateral that secures its claims. The Plan does not release, compromise, or otherwise affect in any way, Travelers' rights against any indemnitor or third party. The Plan reserves all of Travelers' rights and defenses (including by way of subrogation or any other surety defenses available in law or equity) against any entity or person with respect to any claim raised under the bonds. The Debtor agrees that it shall not be entitled to a return of any collateral unless and until Travelers has been repaid all amounts due to Travelers on account of the bonds and indemnity agreement, and is presented with a release of Travelers for the liability of Travelers for all claims or potential liability under the bonds in form and content satisfactory to Travelers in its reasonable discretion.

8. ***Post-Effective Date Indemnification***

Upon the Effective Date, the New Corporate Governance Documents of the Reorganized Debtor, shall contain provisions which (i) indemnify the Debtor's and the Reorganized Debtor's then present and future managers, directors and officers for post-emergence monetary damages resulting from breaches of their fiduciary duties on or after the Effective Date to the fullest extent permitted by applicable state law; and (ii) require such Reorganized Debtor, subject to appropriate procedures, to indemnify and advance expenses to the Debtor's and the Reorganized Debtor's managers, directors, officers, and other key employees (as such key employees are identified by the Chief Executive Officer of the Reorganized Debtor and the New Board) serving on or after the Effective Date for all claims and actions relating to postpetition service to the fullest extent permitted by applicable state law.

All indemnification provisions currently in place (whether in the by-laws, certificates of incorporation, or advancement, board resolutions, agreements or employment contracts) for the directors of the Debtor who were in place as of the Petition Date and current officers, employees, attorneys, other professionals and agents of the Debtor shall be assumed through the Effective Date, subject to replacement by the foregoing provisions in section 5.06(b) of the Plan for the period on and after the Effective Date. All indemnification or advancement provisions in place on and prior to the Effective Date for current directors and officers of the Debtor and its subsidiaries and such current and former directors' and officers' respective Affiliates shall survive the Effective Date for Claims related to or in connection with any actions, omissions or transactions occurring prior to the Effective Date.

It is the intention of the Debtor that upon and after the Effective Date, and for six (6) years thereafter, the Debtor or Reorganized Debtor, as the case may be, shall obtain and maintain reasonably sufficient tail coverage under a director and officer liability insurance policy for the current and former directors and officers. As of the Effective Date, the Debtor shall assume all obligations owing under the director and officer insurance policies pursuant to section

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365(a) of the Bankruptcy Code. Entry of the Confirmation Order will constitute the Bankruptcy Court' s approval of the Debtor' s foregoing assumption of each of the director and officer liability insurance policies. Notwithstanding anything to the contrary contained in the Plan, Confirmation of the Plan shall not discharge, impair or otherwise modify any indemnity or advancement obligations assumed by the foregoing assumption of the director and officer liability insurance policies, and each such indemnity obligation will be deemed and treated as an Executory Contract that has been assumed by the Debtor under the Plan as to which no Proof of Claim need be Filed.

9. *Compromise and Settlement Under the Plan*

NOTWITHSTANDING ANYTHING CONTAINED IN THE PLAN TO THE CONTRARY, THE ALLOWANCE, CLASSIFICATION AND TREATMENT OF ALL ALLOWED CLAIMS AND ALLOWED INTERESTS AND THEIR RESPECTIVE DISTRIBUTIONS AND TREATMENTS HEREUNDER TAKE INTO ACCOUNT FOR AND CONFORM TO THE RELATIVE PRIORITY AND RIGHTS OF THE CLAIMS AND INTERESTS IN EACH CLASS IN CONNECTION WITH ANY CONTRACTUAL, LEGAL AND EQUITABLE SUBORDINATION RIGHTS RELATING THERETO. AS OF THE EFFECTIVE DATE, ANY AND ALL SUCH RIGHTS DESCRIBED IN THE PRECEDING SENTENCE ARE SETTLED, COMPROMISED AND RELEASED PURSUANT THE PLAN. THE CONFIRMATION ORDER SHALL CONSTITUTE THE BANKRUPTCY COURT' S FINDING AND DETERMINATION THAT THE SETTLEMENTS REFLECTED IN THE PLAN, INCLUDING ALL ISSUES PERTAINING TO THE STANDING MOTION, ARE (1) IN THE BEST INTERESTS OF THE DEBTOR AND THEIR ESTATE, (2) FAIR, EQUITABLE AND REASONABLE, (3) MADE IN GOOD FAITH AND (4) APPROVED BY THE BANKRUPTCY COURT PURSUANT TO SECTION 363 OF THE BANKRUPTCY CODE AND BANKRUPTCY RULE 9019. IN ADDITION, THE ALLOWANCE, CLASSIFICATION AND TREATMENT OF ALLOWED CLAIMS TAKE INTO ACCOUNT ANY CAUSES OF ACTION, CLAIMS OR COUNTERCLAIMS, WHETHER UNDER THE BANKRUPTCY CODE OR OTHERWISE UNDER APPLICABLE LAW, THAT MAY EXIST BETWEEN THE DEBTORS AND THE RELEASING PARTIES; AND AS BETWEEN THE RELEASING PARTIES AND THE RELEASEES. AS OF THE EFFECTIVE DATE, ANY AND ALL SUCH CAUSES OF ACTION, CLAIMS AND COUNTERCLAIMS ARE SETTLED, COMPROMISED AND RELEASED PURSUANT THE PLAN.

M. Causes of Action and Avoidance Actions

Section 108(a) of the Bankruptcy Code provides that if a statute of limitations under nonbankruptcy law has not expired prior to the filing of a bankruptcy petition, then a debtor may bring a cause of action before the later of (a) the end of such limitations period, including any suspension of such period occurring on or after the commencement of the bankruptcy case and (b) two years after the petition date. As a result, the Debtor has at least two years from the Petition Date to commence various Causes of Action or Avoidance Actions.

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1. ***Preservation of Malpractice Action***

Prior to the Petition Date, the Debtor also filed a civil action by its attorney Aaron Richard Golub for malpractice (the "Malpractice Action") against Paul, Weiss, Rifkind, Wharton & Garrison, LLP ("PW"), Civil Action No. 1:09-cv-05593 (GEL) in the United States District Court for the Southern District of New York (the "New York District Court"). MIG' s claims arise out of PW' s legal work for MIG in connection with a "Certificate of Designation of 7.25% Cumulative Convertible Preferred Stock of Metromedia International Group, Inc.," dated September 16, 1997, the interpretation and application of which was the basis of the Judgment entered by the Chancery Court in connection with the Appraisal Action. On March 29, 2010, the New York District Court dismissed the Malpractice Action on the grounds that all claims are either barred by the applicable statute of limitations or fail to state a claim upon which relief can be granted. The Debtor appealed such decision to the United States Court of Appeals for the Second Circuit (the "Second Circuit Court of Appeals"). In that regard, the Debtor filed and served its opening appellate brief on July 14, 2010. PW' s opposition brief is due by November 5, 2010 and the Debtor' s reply is due on November 19, 2010. The Second Circuit Court of Appeals will likely schedule oral argument within six (6) to twelve (12) weeks after the Debtor files its reply brief. Pursuant to Section 5.11 of the Plan, the Malpractice Action shall automatically revest in and be preserved for the Reorganized Debtor to pursue.

N. Retention of Jurisdiction

Under sections 105(a) and 1142 of the Bankruptcy Code, and notwithstanding entry of the Confirmation Order and occurrence of the Effective Date, and except as otherwise ordered by the Bankruptcy Court, the Bankruptcy Court shall retain exclusive jurisdiction over all matters arising out of, and related to, this Chapter 11 Case and the Plan to the fullest extent permitted by law (provided, however, that notwithstanding the foregoing, with respect to all civil proceedings arising in or related to the Chapter 11 Case and the Plan, the Bankruptcy Court shall have original but not exclusive jurisdiction, in accordance with section 1334(b) of title 28 of the United States Code), including, among other things, jurisdiction to:

allow, disallow, determine, liquidate, classify, estimate, or establish the priority, secured, or unsecured status of any Claim or Interest not otherwise Allowed under the Plan (other than personal injury or wrongful death Claims, unless agreed by the Holder), including the resolution of any request for payment of any Administrative Claim and the resolution of any objections to the allowance or priority of Claims or Interests in the Debtor;

hear and determine all applications for compensation and reimbursement of expenses of Professionals under the Plan or under sections 327, 328, 330, 331, 503(b), 1103, and 1129(a)(4) of the Bankruptcy Code; provided, however, that from and after the Effective Date, the payment of the fees and expenses of the Professionals of the Reorganized Debtor shall be made in the ordinary course of business and shall not be subject to the approval of the Bankruptcy Court;

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hear and determine all matters with respect to the assumption or rejection of any Executory Contract or Unexpired Lease to which the Debtor is a party or with respect to which the Debtor may be liable, including, if necessary, the nature or amount of any required Cure or the liquidation or allowance of any Claims arising therefrom;

effectuate performance of and payments under the provisions of the Plan and enforce remedies upon any default under the Plan;

hear and determine any and all adversary proceedings, motions, applications, and contested or litigated matters arising out of, under, or related to, the Chapter 11 Case, the Avoidance Actions, the Class 5 Trust Assets, the Change of Control Litigation, the Litigation Rights or the Plan, including without limitation the enforcement of the injunction provisions contained in Section 11.12 of the Plan;

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

hear and determine disputes arising in connection with the interpretation, implementation, consummation, or enforcement of the Plan, including disputes arising under agreements, documents, or instruments executed in connection with the Plan;

consider any modifications of the Plan, cure any defect or omission, or reconcile any inconsistency in any order of the Bankruptcy Court, including, without limitation, the Confirmation Order;

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

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

hear and determine any matters arising in connection with or relating to the Plan, the Plan Supplement, the schedules to the Plan, this Disclosure Statement, the Confirmation Order, or any contract, instrument, release, or other agreement or document created in connection with the Plan, the Plan Supplement, the schedules to the Plan, this Disclosure Statement, or the Confirmation Order;

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enforce, interpret, and determine any disputes arising in connection with any stipulations, orders, judgments, injunctions, releases, exculpations, indemnifications, and rulings entered in connection with the Chapter 11 Case (whether or not the Chapter 11 Case has been closed);

except as otherwise limited in the Plan, recover all assets of the Debtor and property of the Estate, wherever located;

hear and determine matters concerning state, local, and federal taxes in accordance with sections 346, 505, and 1146 of the Bankruptcy Code;

hear and determine all disputes involving the existence, nature, or scope of the Debtor' s discharge;

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

enter a final decree closing the Chapter 11 Case.

If the Bankruptcy Court abstains from exercising, or declines to exercise, jurisdiction or is otherwise without jurisdiction over any matter arising in, arising under, or related to the Chapter 11 Case, including the matters set forth in Section 10.01 of the Plan, the provisions of Article X of the Plan will have no effect upon and will not control, prohibit, or limit the exercise of jurisdiction by any other court having jurisdiction with respect to such matter.

O. Amendment, Alteration and Revocation of Plan

The Plan Proponents may by mutual agreement alter, amend, or modify the Plan or any exhibits thereto under section 1127(a) of the Bankruptcy Code at any time prior to the Confirmation Date. The Debtor shall provide parties-in-interest with notice of such amendments or modifications as may be required by the Bankruptcy Rules or order of the Bankruptcy Court. A Holder of a Claim or Interest that has accepted the Plan shall be deemed to have accepted the Plan, as altered, amended, modified, or clarified, if the proposed alteration, amendment, modification, or clarification does not materially and adversely change the treatment of the Claim or Interest of such Holder. In the event of any dispute as to whether such proposed alteration, amendment, modification, or clarification materially and adversely changes the treatment of the Claim or Interest of any such Holder, the Debtor shall bear the burden of demonstrating that such proposed alteration, amendment, modification, or clarification does not materially adversely change the treatment of the Claim or Interest of such Holder.

After the Confirmation Date and prior to substantial consummation (as defined in section 1101(2) of the Bankruptcy Code) of the Plan, the Debtor or Reorganized Debtor, as applicable, may, under section 1127(b) of the Bankruptcy Code, institute proceedings in the Bankruptcy Court to remedy any defect or omission or to reconcile any inconsistencies in the

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Plan, this Disclosure Statement approved with respect to the Plan, or the Confirmation Order, and such matters as may be necessary to carry out the purpose and effect of the Plan so long as such proceedings do not adversely affect the treatment of Holders of Claims or Interests in the Debtor under the Plan; provided, however, that, to the extent required, prior notice of such proceedings shall be served in accordance with the Bankruptcy Rules or an order of the Bankruptcy Court. A Holder of a Claim or Interest that has accepted the Plan shall be deemed to have accepted the Plan, as altered, amended, modified, or clarified, if the proposed alteration, amendment, modification, or clarification does not materially and adversely change the treatment of the Claim or Interest of such Holder. In the event of any dispute as to whether such proposed alteration, amendment, modification, or clarification materially and adversely changes the treatment of the Claim or Interest of any such Holder, the Debtor or Reorganized Debtor, as the case may be, shall bear the burden of demonstrating that such proposed alteration, amendment, modification, or clarification does not materially adversely change the treatment of the Claim or Interest of such Holder.

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

The Plan Proponents reserve the right to revoke or withdraw the Plan at any time prior to the Confirmation Date and to File subsequent plans of reorganization. If the Plan Proponents revoke or withdraw the Plan prior to the Confirmation Date, or if Confirmation or the Effective Date does not occur, then (a) the Plan shall be null and void in all respects, (b) any settlement or compromise embodied in the Plan (including the fixing or limiting to an amount certain any Claim or Class of Claims), assumption or rejection of Executory Contracts or Unexpired Leases effected by the Plan, and any document or agreement executed pursuant to the Plan shall be deemed null and void, and (c) nothing contained in the Plan, and no acts taken in preparation for consummation of the Plan, shall (i) constitute or be deemed to constitute a waiver or release of any Claims against, or any Interests in, the Debtor, or any Avoidance Actions, Litigation Rights or other claims by or against the Debtor, the Committee or any Person or Entity, (ii) prejudice in any manner the rights of the Debtor, the Committee, or any Person or Entity in any further proceedings involving the Debtor, or (iii) constitute an admission of any sort by the Debtor, the Committee, or any other Person or Entity.

P. Plan Supplement

The Plan Supplement shall be Filed with the Bankruptcy Court at least ten (10) days prior to the Confirmation Hearing or by such later date as may be established by order of

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the Bankruptcy Court, provided that all documents set forth in the Plan Supplement shall first have been approved by both the Debtor and the Committee. Upon such Filing, all documents set forth in the Plan Supplement may be inspected in the office of the Clerk of the Bankruptcy Court during normal business hours. Holders of Claims or Interests may obtain a copy of any document set forth in the Plan Supplement upon written request to the Debtor in accordance with Section 11.22 of the Plan or by visiting the Voting Agent' s website at http://migreorg.com.

Q. Confirmation and/or Consummation

Described below are certain important considerations under the Bankruptcy Code in connection with Confirmation of the Plan.

1. ***Requirements for Confirmation of the Plan***

Before the Plan can be confirmed, the Bankruptcy Court must determine at the Confirmation Hearing that, among others, the following requirements for Confirmation, set forth in section 1129 of the Bankruptcy Code, have been satisfied:

The Plan complies with the applicable provisions of the Bankruptcy Code.

The Plan Proponents have complied with the applicable provisions of the Bankruptcy Code.

The Plan has been proposed in good faith and not by any means forbidden by law.

Any payment made or promised by the Debtor or by a Person issuing securities or acquiring property under the Plan for services or for costs and expenses in, or in connection with, the Chapter 11 Case, or in connection with the Plan and incident to the Chapter 11 Case, has been disclosed to the Bankruptcy Court, and any such payment made before Confirmation of the Plan is reasonable, or if such payment is to be fixed after Confirmation of the Plan, such payment is subject to the approval of the Bankruptcy Court as reasonable.

The Debtor has disclosed or will disclose in the Plan Supplement (a) the identity and affiliations of (i) any individual proposed to serve, after Confirmation of the Plan, as a manager, officer, or voting trustee of the Reorganized Debtor, (ii) any affiliate of the Debtor participating in a joint plan with the Debtor, or (iii) any successor to the Debtor under the Plan (and the appointment to, or continuance in, such office of such individual(s) is consistent with the interests of Claim and Interest Holders and with public policy), and (b) the identity of any insider that will be employed or retained by the Debtor and the nature of any compensation for such insider.

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With respect to each Class of Claims or Interests in the Debtor, each Impaired Claim and Impaired Interest Holder either has accepted the Plan or will receive or retain under the Plan, on account of the Claims or Interests held by such Holder, property of a value, as of the Effective Date, that is not less than the amount that such Holder would receive or retain if the Debtor were liquidated on such date under chapter 7 of the Bankruptcy Code.

The Plan provides that Administrative Claims and Priority Claims other than Priority Tax Claims will be paid in full on the Effective Date, except to the extent that the Holder of any such Claim has agreed to another less favorable treatment.

If a Class of Claims is Impaired under the Plan, at least one Class of Impaired Claims has accepted the Plan, determined without including any acceptance of the Plan by insiders holding Claims in such Class.

Confirmation of the Plan is not likely to be followed by the liquidation, or the need for further financial reorganization, of the Debtor or any successor to the Debtor under the Plan, unless such liquidation or reorganization is proposed in the Plan.

The Plan provides for the continuation after the Effective Date of all retiree benefits, if any, at the level established pursuant to sections 1114(e)(1)(B) or 1114(g) of the Bankruptcy Code at any time prior to Confirmation of the Plan, for the duration of the period the Debtor has obligated themselves to provide such benefits.

The Plan Proponents believe that, upon receipt of the votes required to confirm the Plan, the Plan will satisfy the statutory requirements of chapter 11 of the Bankruptcy Code, that the Plan Proponents have complied or will have complied with all of the requirements of chapter 11, and that the Plan has been proposed and submitted to the Bankruptcy Court in good faith.

2. *Conditions to Confirmation and Effective Date*

The Plan specifies conditions precedent to the Confirmation and the Effective Date.

The following conditions precedent to the occurrence of the Confirmation Date must be satisfied unless any such condition shall have been waived by the Plan Proponents:

a. The Confirmation Order shall have been entered in form and substance satisfactory to the Plan Proponents, and shall, among other things:

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i. provide that the Debtor and the Reorganized Debtor are authorized and directed to take all actions necessary or appropriate to enter into, implement, and consummate the Settlement Agreement, Plan and all related contracts, instruments, releases, leases, indentures and other agreements or documents created in connection with the Plan or necessary to implement the Plan;

ii. authorize the issuance of the New Common LLC Interests, the New MIG Notes, the New Warrants, the New MIG Notes Indenture, the Class 5 Trust Agreement and the Collateral Documents;

a. The Bankruptcy Court finds that adequate information and sufficient notice of this Disclosure Statement, the Settlement Agreement, the Plan and the Confirmation Hearing, along with all deadlines for voting on or objecting to the Plan have been given to all relevant parties in accordance with the solicitation procedures governing such service and in substantial compliance with Bankruptcy Rules 2002(b), 3017, 9019, and 3020(b); and

b. The Plan and all Plan Supplement documents, including any exhibits, schedules, amendments, modifications or supplements thereto, are acceptable to the Plan Proponents.

The following conditions precedent to the occurrence of the Effective Date must be satisfied or waived by the Plan Proponents on or prior to the Effective Date in accordance with Section 9.04 of the Plan:

a. Each of the exhibits to the Plan and any other necessary documents shall be fully executed and delivered to the Plan Proponents, shall be in form and substance reasonably acceptable to the Plan Proponents, and shall be fully enforceable in accordance with their terms; and

b. All Non-Appraisal Claims have been Allowed or Disallowed, provided however, that this condition shall be met by the Debtor funding the Disputed Claim Amounts held by entities asserting Non-Appraisal Claims into the Disputed Claims Reserve with : (i) a Pro Rata share of (x) Excess Cash; (y) New MIG Notes, and (z) New Warrants distributable to Holders of Allowed Class 5 Claims, to be held subject to the cancellation of such New MIG Notes and New Warrants and Pro Rata re-distribution of such Excess Cash (as provided in Section 8.03(c) of the Plan) to the Indenture Trustee upon entry of a Final Order providing for the disallowance of such Disputed Non-Appraisal Claims, or the distribution of such Excess Cash, New MIG Notes and New Warrants to the underlying claimants upon entry of a Final Order providing for the Allowance of such claims.

3. ***Anticipated Effective Date and Notice Thereof***

The length of time between a confirmation date and an effective date varies from case to case and depends upon how long it takes to satisfy each of the conditions precedent to the occurrence of the effective date specified in the particular plan of reorganization. The

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Reorganized Debtor will File a notice of the occurrence of the Effective Date within five (5) business days thereafter.

VII. CERTAIN RISK FACTORS TO BE CONSIDERED

THE IMPLEMENTATION OF THE PLAN IS SUBJECT TO A NUMBER OF MATERIAL RISKS, INCLUDING THOSE ENUMERATED BELOW. IN EVALUATING WHETHER TO VOTE TO ACCEPT OR REJECT THE PLAN, HOLDERS OF CLAIMS AGAINST AND INTERESTS IN THE DEBTOR SHOULD READ AND CAREFULLY CONSIDER THE RISK FACTORS SET FORTH BELOW, AS WELL AS THE OTHER INFORMATION SET FORTH IN THIS DISCLOSURE STATEMENT (AND THE DOCUMENTS DELIVERED TOGETHER HEREWITH AND/OR INCORPORATED BY REFERENCE HEREIN), BEFORE DECIDING WHETHER TO VOTE TO ACCEPT OR REJECT THE PLAN. THESE RISK FACTORS SHOULD NOT, HOWEVER, BE REGARDED AS CONSTITUTING THE ONLY RISKS ASSOCIATED WITH THE PLAN AND ITS IMPLEMENTATION, OR ALTERNATIVES TO THE PLAN.

A. Certain Business Considerations

1. *Continuing Global Economic Crisis Could Adversely Affect the Debtor' s Business*

As noted above, the Debtor' s primary asset is its indirect interests in several leading and innovative telecommunications providers in Georgia, including Magticom. Like other developing countries, Georgia' s economy has been hit by the global economic crisis. The current global economic crisis and turbulent financial markets could adversely affect the Reorganized Debtor' s business, results of operations, and financial condition. Lower consumer spending worldwide could lead to a decline in demand for Magticom' s products and services. If the global credit markets do not improve, the Reorganized Debtor could have difficulty in the future refinancing debt and raising capital for operations.

2. *Fluctuating Foreign Currencies Could Have an Adverse Impact on Operations*

The Debtor' s net revenue is primarily derived from operations outside of the United States. The local currency of Georgia is the Georgian Lari. After the Effective Date, the Debtor expects that the Reorganized Debtor will continue to derive a significant portion of its value from Magticom, which accrues net revenue and funds operating costs outside the United States, and changes in exchange rates have had and may have a significant, and potentially adverse, effect on the Reorganized Debtor' s operating results. Further, strengthening of the U.S. dollar relative to the local currency of entities operating abroad could have an adverse impact on future results of operations.

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3. *The Reorganized Debtor Will Be Exposed to Changing Regulations*

The Debtor' s operations are subject to constantly changing regulation. There can be no assurance that future regulatory changes will not have a material adverse effect on the Reorganized Debtor, or that regulators or third parties will not raise material issues with regard to the Reorganized Debtor' s compliance or noncompliance with applicable regulations, any of which could have a material adverse effect upon the Reorganized Debtor. As an indirect shareholder of multinational telecommunications assets, the Debtor' s non-debtor operating affiliates are subject to varying degrees of regulation in each of the jurisdictions in which they provide services. Local laws and regulations, and the interpretation of such laws and regulations, differ significantly among the jurisdictions in which these affiliates operate. Enforcement and interpretations of these laws and regulations can be unpredictable and are often subject to the informal views of government officials. Potential future regulatory, judicial, legislative, and government policy changes in jurisdictions where these affiliates operate could have a material adverse effect the Reorganized Debtor. International regulators or third parties may raise material issues with regard to the compliance or noncompliance with applicable regulations, and therefore may have a material adverse impact on the competitive position, growth and financial performance of the Reorganized Debtor' s non-debtor operating affiliates. Any adverse developments implicating the foregoing could materially adversely affect the Reorganized Debtor' s business, financial condition, result of operations and prospects.

4. *Foreign Country Risks*

As with other companies in emerging markets, the operations of the Debtor' s non-debtor operating affiliates in Georgia are generally subject to greater risk of global economic slowdown, political uncertainty, regulatory pressures, currency devaluation, exchange controls and the ability to enforce and defend legal and contractual rights than are domestic companies. Moreover, political pressure may cause regulators to enact new regulations or to modify or repeal existing regulations that could adversely affect the Reorganized Debtor' s operating affiliates in Georgia. The operating affiliates may suffer losses as a result of political instability, civil unrest, and regime change.

5. *Triggering of Certain Non-Alienation Provisions*

As described above, as part of the ITCL LLC Agreement, both the Debtor and Dr. Jokhtaberidze are bound by strict non-alienation and change of control provisions regarding their interests in Magticom. Subject to certain limited exceptions, these provisions provide that if there is any change of beneficial ownership of equity securities of ITCL or Magticom by either party or certain of their affiliates, including the Debtor, the breaching party shall lose all voting rights in the joint venture, thereby leaving that breaching party in the position as a minority shareholder with no management or voting rights and protections. Triggering these provisions could cause deterioration in the value of the Reorganized Debtor' s investment in its non-debtor operating affiliates.

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6. *Projected Financial Information*

The Projections annexed as Exhibit B to this Disclosure Statement are dependent upon the successful implementation of the business plan and the validity of the other assumptions contained therein. These Projections prepared by the Debtor' s management reflect numerous assumptions, including Confirmation and consummation of the Plan in accordance with its terms, the anticipated future performance of Magticom, the Debtor' s primary asset, industry performance, expected market pricing for Magticom' s key products, results of cost savings programs, technical process improvements, certain assumptions with respect to competitors of Magticom, general business and economic conditions, and other matters, many of which will be beyond the control of the Reorganized Debtor. In addition, unanticipated events and circumstances occurring subsequent to the preparation of the Projections may affect the actual financial results of the Reorganized Debtor. Although the Debtor believes that the Projections are reasonably attainable, variations between the actual financial results and those projected may occur and may be material.

Finally, the Projections were not prepared with a view toward public disclosure or with a view toward complying with the guidelines established by the American Institute of Certified Public Accountants with respect to prospective financial information. Rather, the Projections were developed in connection with the planning, negotiation and development of the Plan. Neither the Debtor nor the Reorganized Debtor undertakes any obligation to update or otherwise revise the Projections to reflect events or circumstances existing or arising after the date of this Disclosure Statement or to reflect the occurrence of unanticipated events. In management' s view, however, the Projections were prepared on a reasonable basis and represent a reasonable view of the expected future financial performance of the Reorganized Debtor after the Effective Date. Nevertheless, the Projections should not be regarded as a representation, guaranty or other assurance by the Debtor, the Reorganized Debtor, the Committee, or any other person that the Projections will be achieved and Holders are therefore cautioned not to place undue reliance on the projected financial information contained in this Disclosure Statement. Although the Projections will not be updated, ongoing financial disclosures will be provided to Holders of the New MIG Notes pursuant to the terms thereof and related New MIG Indenture.

7. *Historical Financial Information May Not Be Comparable*

The financial condition and results of operations of the Reorganized Debtor from and after the Effective Date may not be comparable to the financial condition or results of operations reflected in the Debtor' s historical financial statements.

8. *Competition*

Many of the businesses owned by the Debtor currently face competition in their respective markets. If existing competitors expand their market share or enter into new markets, competition will intensify. Such increased competition may result in a loss of market share and could have a material adverse effect the Reorganized Debtor' s business, results of operations, and financial condition.

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9. *Litigation*

The Reorganized Debtor will be subject to various Claims and legal actions arising in the ordinary course of its business. The Debtor is not able to predict the nature and extent of any such Claims and actions and cannot guarantee that the ultimate resolution of such Claims and legal actions will not have a material adverse effect on the Reorganized Debtor.

B. Certain Bankruptcy Considerations

The Reorganized Debtor' s future results are dependent upon the successful Confirmation and implementation of a plan of reorganization. Failure to obtain this approval in a timely manner could adversely affect the Debtor' s operating results, as the Debtor' s ability to obtain financing to fund its operations may be harmed by protracted bankruptcy proceedings. Furthermore, the Debtor cannot predict the ultimate amount of all settlement terms for its liabilities that will be subject to a plan of reorganization.

1. *Non-Confirmation or Delay of Confirmation of the Plan*

The Bankruptcy Court, which sits as a court of equity, may exercise substantial discretion. Section 1129 of the Bankruptcy Code sets forth the requirements for confirmation and requires, among other things, that the confirmation of the Plan not be followed by a need for further financial reorganization and that the value of Distributions to dissenting creditors and interest holders not be less than the value of Distributions such creditors and interest holders would receive if the Debtor were liquidated under chapter 7 of the Bankruptcy Code.

Although the Plan Proponents believe that the Plan will satisfy all requirements for Confirmation under the Bankruptcy Code, there can be no assurance that the Bankruptcy Court will reach the same conclusion. Moreover, there can be no assurance that modifications to the Plan will not be required for Confirmation or that such modifications would not be sufficiently material as to necessitate the resolicitation of votes on the Plan.

In the event that any Class of Claims entitled to vote fails to accept the Plan in accordance with section 1126(c) and 1129(a)(8) of the Bankruptcy Code, the Debtor reserves the right: (a) to request that the Bankruptcy Court confirm the Plan in accordance with section 1129(b) of the Bankruptcy Code; and/or (b) to modify the Plan in accordance with Section 11.04 thereof. While the Debtor believes that the Plan satisfies the requirements for non-consensual Confirmation under section 1129(b) of the Bankruptcy Code because it does not "discriminate unfairly" and is "fair and equitable" with respect to the Classes that reject or are deemed to reject the Plan, there can be no assurance that the Bankruptcy Court will reach the same conclusion. There can be no assurance that any such challenge to the requirements for non-consensual Confirmation will not delay the Debtor' s emergence from chapter 11 or prevent Confirmation of the Plan.

If the Plan is not confirmed, there can be no assurance that the Chapter 11 Case will continue rather than be converted to a chapter 7 liquidation case or that any alternative plan of reorganization would be on terms as favorable to the Holders of Claims against and Interests

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in the Debtor as the terms of the Plan. If a liquidation or protracted reorganization of the Debtor' s Estate were to occur, there is a substantial risk that the Debtor' s going concern value would be substantially eroded to the detriment of all stakeholders.

Moreover, there can be no assurance with respect to timing of the Effective Date. The occurrence of the Effective Date is also subject to certain conditions precedent as described in Section 9.02 of the Plan. Failure to meet any of these conditions could result in the Plan not being consummated.

If the Confirmation Order is vacated, (a) the Plan shall be null and void in all respects; (b) any settlement of Claims or Interests provided for in the Plan shall be null and void without further order of the Bankruptcy Court; and (c) the time within which the Debtor may assume and assign or reject all Executory Contracts and Unexpired Leases shall be extended for a period of one hundred twenty (120) days after the date the Confirmation Order is vacated.

If the Effective Date of the Plan does not occur, there can be no assurance that the Chapter 11 Case will continue rather than be converted to a chapter 7 liquidation case or that any alternative plan of reorganization would be on terms as favorable to the Holders of Claims against the Debtor as the terms of the Plan. If a liquidation or protracted reorganization of the Debtor' s Estate were to occur, there is a substantial risk that the Debtor' s going concern value would be eroded to the detriment of all stakeholders.

2. *Classification and Treatment of Claims and Equity Interests*

Section 1122 of the Bankruptcy Code requires that a plan classify claims against, and interests in, a debtor. The Bankruptcy Code also provides that a plan may place a claim or interest in a particular class only if such claim or interest is substantially similar to the other claims or interests of such class. The Plan Proponents believe that all Claims and Interests in the Debtor have been appropriately classified in the Plan.

To the extent that the Bankruptcy Court finds that a different classification is required for the Plan to be confirmed, the Debtor presently anticipates that it would seek (i) to modify the Plan to provide for whatever classification might be required for confirmation and (ii) to use the acceptances received from any creditor pursuant to this solicitation for the purpose of obtaining the approval of the Class or Classes of which such creditor ultimately is deemed to be a member. Any such reclassification of creditors, although subject to the notice and hearing requirements of the Bankruptcy Code, could adversely affect the Class in which such creditor was initially a member, or any other Class under the Plan, by changing the composition of such Class and the vote required for approval of the Plan. There can be no assurance that the Bankruptcy Court, after finding that a classification was inappropriate and requiring a reclassification, would approve the Plan based upon such reclassification. Except to the extent that modification of classification in the Plan requires resolicitation, the Debtor will, in accordance with the Bankruptcy Code and the Bankruptcy Rules, seek a determination by the Bankruptcy Court that acceptance of the Plan of any Holder of Claims pursuant to this solicitation will constitute a consent to the Plan' s treatment of such Holder regardless of the Class as to which such Holder is ultimately deemed to be a member. The Plan Proponents

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believe that under the Federal Rules of Bankruptcy Procedure the Debtor would be required to resolicit votes for or against the Plan only when a modification adversely affects the treatment of the claim of any creditor or equity Holder.

The Bankruptcy Code also requires that a plan provide the same treatment for each claim or interest of a particular class unless the holder of a particular claim or interest agrees to a less favorable treatment of its claim or interest. The Plan Proponents believe that the Plan meets this requirement of equal treatment. To the extent that the Bankruptcy Court finds that the Plan does not satisfy such requirement, the Bankruptcy Court could deny Confirmation of the Plan.

Issues or disputes relating to classification and/or treatment could result in a delay in the Confirmation and consummation of the Plan and could increase the risk that the Plan will not be consummated.

3. *Claims Estimation*

The Debtor reserves the right to object to the amount or classification of any Claim or Interest except any such Claim or Interest that is deemed Allowed under the Plan or except as otherwise provided in the Plan. There can be no assurance that any estimated Claim amounts set forth in this Disclosure Statement are correct. The actual Allowed amount of Claims likely will differ in some respect from the estimates. The estimated amounts are subject to certain risks, uncertainties, and assumptions. Should one or more of these risks or uncertainties materialize, or should the underlying assumptions prove incorrect, the actual Allowed amount of Claims may vary from those estimated herein.

C. Risks to Creditors Who Will Receive Securities

The ultimate recoveries under the Plan to Holders of Claims in Class 5 that will receive New MIG Notes and New Warrants, and Holders of Interests in Class 6 that will receive New Common LLC Interests will depend on the realizable value of the these securities. The securities to be issued pursuant to the Plan are subject to a number of material risks, including, but not limited to, those specified below. Prior to voting on the Plan, each Holder of a Claim in Class 5 or Interest in Class 6 should carefully consider the risk factors specified or referred to below, as well as all of the information contained in the Plan.

1. *Lack of Market for Securities Issued Pursuant to the Plan*

There is no currently existing market for the New MIG Notes, New Warrants or the New Common LLC Interests and there can be no assurance that an active trading market will develop. There can also be no assurance as to the degree of price volatility in any such particular market and no assurance as to the prices at which such securities might be traded. Accordingly, no assurance can be given that a Holder of securities issued pursuant to the Plan will be able to sell such securities in the future or the price at which any such sale may occur. If such market were to exist, the liquidity of the market for such securities and the prices at which such securities will trade will depend upon many factors, including the number of holders, investor

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expectations for the Reorganized Debtor, and other factors beyond the Reorganized Debtor' s control.

2. *Lack of Dividends on Securities May Adversely Affect Liquidity*

The Debtor does not anticipate that cash dividends or other distributions will be made by the Reorganized Debtor with respect to the New Common LLC Interests in the foreseeable future. In addition, covenants in the New MIG Indenture to which the Reorganized Debtor will be a party will significantly restrict the ability of the Reorganized Debtor to pay dividends and make certain other payments for as long as the New MIG Notes are outstanding. Such restrictions on dividends may have an adverse impact on the market demand for New Common LLC Interests and New Warrants as certain institutional investors may invest only in dividend-paying equity securities or may operate under other restrictions that may prohibit or limit their ability to invest in the securities issued pursuant to the Plan.

D. Certain Tax Considerations

There are a number of income tax considerations, risks, and uncertainties associated with consummation of the Plan. Interested parties should read carefully the discussions set forth in Section IX of this Disclosure Statement regarding certain U.S. federal income tax consequences of the transactions proposed by the Plan to the Debtor and the Reorganized Debtor and to certain Holders of Claims and Interests in the Debtor who are entitled to vote to accept or reject the Plan.

VIII. APPLICABILITY OF FEDERAL AND OTHER SECURITIES LAWS

Except as noted above, the Debtor believes that, subject to certain exceptions described below, various provisions of the Securities Act, the Bankruptcy Code and state securities laws exempt from federal and state securities registration requirements (a) the offer and the sale of such securities pursuant to the Plan and (b) subsequent transfers of such securities.

A. Offer and Sale of New Securities; Bankruptcy Code Exemption

Holders of Allowed Claims in Class 5 and Interests in Class 6 will receive New MIG Notes, New Warrants, and/or New Common LLC Interests pursuant to the Plan. Section 1145(a)(1) of the Bankruptcy Code exempts the offer or sale of securities under a plan of reorganization from registration under Section 5 of the Securities Act and state laws if three principal requirements are satisfied: (1) the securities must be issued "under a plan" of reorganization by the debtor or its successor under a plan or by an affiliate participating in a joint plan of reorganization with the debtor; (2) the recipients of the securities must hold a prepetition or administrative expense claim against the debtor or an interest in the debtor; and (3) the securities must be issued entirely in exchange for the recipient' s Claim against or Interest in the debtor, or "principally" in such exchange and "partly" for cash or property. In reliance upon this exemption, the Debtor believes that the exchange of the New MIG Notes, New Warrants, and

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New Common LLC Interests under the Plan will be exempt from registration under the Securities Act and state securities laws.

In addition, the Debtor will seek to obtain, as part of the Confirmation Order, a provision confirming such exemption. Accordingly, such securities may be resold without registration under the Securities Act or other federal securities laws pursuant to an exemption provided by Section 4(1) of the Securities Act, unless the holder is an "underwriter" (see discussion below) with respect to such securities, as that term is defined under the Bankruptcy Code. In addition, such securities generally may be resold without registration under state securities or "blue sky" laws pursuant to various exemptions provided by the respective laws of the several states. Recipients of securities issued under the Plan, however, are advised to consult with their own legal advisors as to the availability of any such exemption from registration under state law in any given instance and as to any applicable requirement or conditions to such availability.

B. Subsequent Transfers of New Securities

Section 1145(b) of the Bankruptcy Code defines the term "underwriter" for purposes of the Securities Act as one who, except with respect to "ordinary trading transactions" of an entity that is not an "issuer," (1) purchases a claim against, interest in, or claim for an administrative expense in the case concerning the debtor, if such purchase is with a view to distributing any security received in exchange for such a claim or interest; (2) offers to sell securities offered or sold under a plan for the holders of such securities; (3) offers to buy securities offered or sold under the Plan from the holders of such securities, if the offer to buy is: (a) with a view to distribution of such securities and (b) under an agreement made in connection with the Plan, with the consummation of the Plan, or with the offer or sale of securities under the Plan; or (4) is an "issuer" with respect to the securities, as the term "issuer" is defined in Section 2(11) of the Securities Act.

The term "issuer" is defined in Section 2(4) of the Securities Act; however, the reference contained in section 1145(b)(1)(D) of the Bankruptcy Code to Section 2(11) of the Securities Act purports to include as statutory underwriters all persons who, directly or indirectly, through one or more intermediaries, control, are controlled by, or are under common control with, an issuer of securities. "Control" (as such term is defined in Rule 405 of Regulation C under the Securities Act) means the possession, direct or indirect, of the power to direct or cause the direction of the policies of a person, whether through the ownership of voting securities, by contract or otherwise. Accordingly, an officer or director of a reorganized debtor (or its successor) under a plan of reorganization may be deemed to be a "control person," particularly if such management position is coupled with the ownership of a significant percentage of the Debtor' s (or successor' s) voting securities. Mere ownership of securities of a reorganized debtor could result in a person being considered to be a "control person."

To the extent that persons deemed to be "underwriters" receive New MIG Notes or New Common LLC Interests pursuant to the Plan, resales by such persons would not be exempted by section 1145 of the Bankruptcy Code from registration under the Securities Act or other applicable law. Such persons would not be permitted to resell such New MIG Notes or

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New Common LLC Interests unless such securities were registered under the Securities Act or an exemption from such registration requirements were available. Entities deemed to be statutory underwriters for purposes of section 1145 of the Bankruptcy Code may, however, be able, at a future time and under certain conditions, to sell securities without registration pursuant to the resale provisions of Rule 144 under the Securities Act.

Pursuant to the Plan, certificates evidencing the New MIG Notes and the New Common LLC Interests will bear a legend substantially in the form below:

THE SECURITIES EVIDENCED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR UNDER THE SECURITIES LAWS OF ANY STATE OR OTHER JURISDICTION AND MAY NOT BE SOLD, OFFERED FOR SALE, OR OTHERWISE TRANSFERRED UNLESS REGISTERED OR QUALIFIED UNDER SAID ACT AND APPLICABLE STATE SECURITIES LAWS OR UNLESS THE REORGANIZED DEBTOR RECEIVES AN OPINION OF COUNSEL, REASONABLY SATISFACTORY TO IT, THAT SUCH REGISTRATION OR QUALIFICATION IS NOT REQUIRED.

Whether or not any particular person would be deemed to be an "underwriter" with respect to the New MIG Notes or New Common LLC Interests to be issued pursuant to the Plan, or an "affiliate" of the Reorganized Debtor, would depend upon various facts and circumstances applicable to that person. Accordingly, the Plan Proponents express no view as to whether any such person would be such an "underwriter" or "affiliate." PERSONS WHO RECEIVE NEW MIG NOTES OR NEW COMMON LLC INTERESTS UNDER THE PLAN ARE URGED TO CONSULT THEIR OWN LEGAL ADVISOR WITH RESPECT TO THE RESTRICTIONS APPLICABLE UNDER RULE 144 AND THE CIRCUMSTANCES UNDER WHICH SHARES MAY BE SOLD IN RELIANCE UPON SUCH RULE.

THE FOREGOING SUMMARY DISCUSSION IS GENERAL IN NATURE AND HAS BEEN INCLUDED IN THIS DISCLOSURE STATEMENT SOLELY FOR INFORMATIONAL PURPOSES. THE DEBTOR MAKES NO REPRESENTATIONS CONCERNING, AND DOES NOT PROVIDE, ANY OPINIONS OR ADVICE WITH RESPECT TO THE NEW MIG NOTES, NEW WARRANTS OR NEW COMMON LLC INTERESTS OR THE BANKRUPTCY MATTERS DESCRIBED IN THIS DISCLOSURE STATEMENT. IN LIGHT OF THE UNCERTAINTY CONCERNING THE AVAILABILITY OF EXEMPTIONS FROM THE RELEVANT PROVISIONS OF FEDERAL AND STATE SECURITIES LAWS, THE DEBTOR ENCOURAGES EACH CREDITOR, INTEREST HOLDER AND PARTY-IN-INTEREST TO CONSIDER CAREFULLY AND CONSULT WITH ITS OWN LEGAL ADVISORS WITH RESPECT TO ALL SUCH MATTERS. BECAUSE OF THE COMPLEX, SUBJECTIVE NATURE OF THE QUESTION OF WHETHER A PARTICULAR HOLDER MAY BE AN UNDERWRITER, THE DEBTOR MAKES NO REPRESENTATION CONCERNING THE ABILITY OF A PERSON TO DISPOSE OF THE NEW MIG NOTES, NEW WARRANTS OR NEW COMMON LLC INTERESTS.

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IX. CERTAIN U.S. FEDERAL INCOME TAX CONSEQUENCES OF THE PLAN

The following discussion summarizes certain anticipated U.S. federal income tax consequences of the Plan to the Debtor and Holders of Claims in Classes 2, 3, 4, 5 and 6. This summary is provided for information purposes only and is based on the Internal Revenue Code of 1986, as amended (the "Tax Code"), Treasury regulations promulgated thereunder, judicial authorities, and current administrative rulings and practice, all as in effect as of the date hereof, and all of which are subject to change, possibly with retroactive effect, that could adversely affect the U.S. federal income tax consequences described below.

This summary does not address all aspects of U.S. federal income taxation that may be relevant to a particular Holder of a Claim in light of its particular facts and circumstances or to certain types of Holders of Claims subject to special treatment under the Tax Code (for example, non-U.S. taxpayers, financial institutions, broker-dealers, life insurance companies, tax-exempt organizations, real estate investment trusts, regulated investment companies, grantor trusts, persons holding a Claim as part of a "hedging," "integrated," or "constructive" sale or straddle transaction, persons holding claims through a partnership or other pass through entity, persons that have a "functional currency" other than the U.S. dollar, and persons who acquired or expect to acquire either an equity interest or other security in a Debtor or a Claim in connection with the performance of services). In addition, this summary does not discuss any aspects of state, local, or non-U.S. taxation and does not address the U.S. federal income tax consequences to Holders of Claims that are Unimpaired under the Plan or Holders of Claims that are not entitled to receive or retain any property under the Plan.

A substantial amount of time may elapse between the date of this Disclosure Statement and the receipt of a final Distribution under the Plan. Events occurring after the date of this Disclosure Statement, such as additional tax legislation, court decisions, or administrative changes, could affect the U.S. federal income tax consequences of the Plan and the transactions contemplated thereunder. There can be no assurance that the Internal Revenue Service (the "IRS") will not take a contrary view with respect to one or more of the issues discussed below. No ruling will be sought from the IRS with respect to any of the tax aspects of the Plan, and no opinion of counsel has been or will be obtained by the Debtor with respect thereto.

Accordingly, the following summary of certain U.S. federal income tax consequences is for informational purposes only and is not a substitute for careful tax planning and advice based upon the individual circumstances pertaining to a Holder of a Claim. All Holders of Claims are urged to consult their own tax advisors for the federal, state, local and other tax consequences applicable to them under the Plan.

TO ENSURE COMPLIANCE WITH TREASURY DEPARTMENT CIRCULAR 230, EACH HOLDER IS HEREBY NOTIFIED THAT: (A) ANY DISCUSSION OF U.S. FEDERAL TAX ISSUES IN THIS DISCLOSURE STATEMENT IS NOT INTENDED OR WRITTEN TO BE RELIED UPON, AND CANNOT BE RELIED UPON, BY ANY HOLDER FOR THE PURPOSE OF AVOIDING PENALTIES THAT MAY BE IMPOSED ON A HOLDER UNDER THE TAX CODE; (B) SUCH DISCUSSION IS INCLUDED HEREBY BY THE DEBTOR IN CONNECTION WITH

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THE PROMOTION OR MARKETING (WITHIN THE MEANING OF CIRCULAR 230) BY THE DEBTOR OF THE TRANSACTIONS OR MATTERS ADDRESSED HEREIN; AND (C) EACH HOLDER SHOULD SEEK ADVICE BASED ON ITS PARTICULAR CIRCUMSTANCES FROM AN INDEPENDENT TAX ADVISOR.

A. U.S. Federal Income Tax Consequences to the Debtor

1. *Conversion of the Debtor*

The formation of the Reorganized Debtor as a limited liability company organized under Delaware law on or before the Effective Date is a taxable event for both the Debtor and its shareholders. In general, the Debtor recognizes gain or loss (subject to certain limitations) in an amount equal to the difference, if any, between the fair market value of the Debtor' s assets and the adjusted basis of such assets. In general, if the Debtor has net operating loss ("NOL") carryforwards, those carryforwards may be used against any recognized gains. Unlike subchapter C corporations, which may be subject to two levels of tax (once at the corporate level and then again when distributions are made to the shareholders), a limited liability company that is treated as a partnership for federal income tax purposes is not subject to federal income tax. Instead, items of income, gain, loss, deduction and credit of the limited liability company are allocated to the members, who report such items on their respective tax returns.

2. *Cancellation of Indebtedness Income*

Under the Tax Code, a U.S. taxpayer generally must include in gross income the amount of any cancellation of indebtedness ("COD") income recognized during the taxable year. In the present case, all creditors are paid in full under the Plan and the Plan likely will not discharge any material indebtedness of the Debtor. Therefore, the Debtor does not believe any material COD income will arise pursuant to the Plan. COD income generally equals the excess of the adjusted issue price of the indebtedness discharged over the sum of (i) the amount of cash and (ii) the fair market value of any property (including equity interests) transferred by the debtor in satisfaction of such discharged indebtedness. COD income also includes any interest that has been previously accrued and deducted but remains unpaid at the time the indebtedness is discharged.

The Tax Code permits a debtor in bankruptcy to exclude its COD income from gross income, but requires the debtor to reduce its tax attributes − such as NOL carryforwards, current year NOLs, tax credits, and tax basis in assets (collectively, "Tax Attributes") − by the amount of the excluded COD income. Treasury regulations address the application of the rules for the reduction of tax attributes to situations where a member of a U.S. consolidated group recognizes excluded COD income. Under the ordering rules of the Treasury regulations, generally, the Tax Attributes of the debtor corporation are reduced first (including its NOLs and the stock basis of its subsidiaries). In this regard, the Treasury regulations adopt a "tier-down" approach such that if the debtor reduces its basis in its stock in a subsidiary, corresponding reductions must be made to the Tax Attributes of that subsidiary. To the extent that the excluded COD exceeds the Tax Attributes of the debtor member, the Treasury regulations require the reduction of certain Tax Attributes (NOLs, but not tax basis in assets) of other members of the

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consolidated group. To the extent the amount of excluded COD income exceeds the Tax Attributes available for reduction after reduction of certain Tax Attributes of other consolidated group members, the remaining COD income generally, has no adverse federal income tax consequences. The reduction in Tax Attributes generally occurs after the calculation of a Debtor' s tax for the year in which the debt is discharged.

Under the Tax Code, a debtor that recognizes excluded COD income may elect to reduce its basis in depreciable assets prior to the reduction of other Tax Attributes, with any excess COD income applied next to reduce NOLs and other Tax Attributes in the prescribed statutory order.

The Debtor will not be required to include COD income in gross income if the indebtedness will be discharged while the Debtor is under the jurisdiction of the Bankruptcy Court. Instead, the Debtor will be required to reduce Tax Attributes by the amount of the COD income recognized in the manner described above. The Debtor has not yet determined whether it would be beneficial to elect to reduce the basis of their depreciable property prior to any reduction of NOLs or other Tax Attributes. The extent to which NOLs and other Tax Attributes remain following Tax Attribute reduction will depend upon the amount of the COD income.

B. U.S. Federal Income Tax Consequences to the Holders of Claims and Interests

The U.S. federal income tax consequences to Holders of Allowed Claims arising from the Distributions to be made in satisfaction of their Claims pursuant to the Plan may vary, depending upon, among other things: (a) the type of consideration received by the Holder of a Claim in exchange for such Claim; (b) the nature of such Claim; (c) whether the Holder has previously claimed a bad debt or worthless security deduction in respect of such Claim; (d) whether such Claim constitutes a security; (e) whether the Holder of such Claim is a citizen or resident of the United States for tax purposes, or otherwise subject to U.S. federal income tax on a net income basis; (f) whether the Holder of such Claim reports income on the accrual or cash basis; and (g) whether the Holder of such Claim receives Distributions under the Plan in more than one taxable year. For tax purposes, the modification of a Claim may represent an exchange of the Claim for a new Claim, even though no actual transfer takes place. In addition, where gain or loss is recognized by a Holder, the character of such gain or loss as long-term or short-term capital gain or loss or as ordinary income or loss will be determined by a number of factors, including the tax status of the Holder, whether the Claim constitutes a capital asset in the hands of the Holder and how long it has been held or is treated as having been held, whether the Claim was acquired at a market discount, and whether and to what extent the Holder previously claimed a bad debt deduction with respect to the underlying Claim. A Holder who purchased its Claim from a prior Holder at a market discount may be subject to the market discount rules of the Tax Code. Under those rules, assuming that the Holder has made no election to amortize the market discount into income on a current basis with respect to any market discount instrument, any gain recognized on the exchange of its Claim (subject to a de minimis rule) generally would be characterized as ordinary income to the extent of the accrued market discount on such Claim as of the date of the exchange.

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1. ***Accrued but Unpaid Interest***

In general, to the extent a Holder of a Claim or Interest receives property in satisfaction of interest accrued during the holding period of such instrument, if any, such amount will be taxable to the Holder as interest income (if not previously included in the holder' s gross income). Conversely, such a Holder generally recognizes a deductible loss to the extent that any accrued interest claimed or amortized original issue discount ("OID") was previously included in its gross income and is not paid in full.

The extent to which property received by a Holder of a Claim or Interest will be attributable to accrued but unpaid interest is unclear. Pursuant to the Plan, all Distributions in respect of any Allowed Claim will be allocated first to the principal amount of such Allowed Claim, and thereafter to accrued but unpaid interest, if any. There is no assurance, however, that such allocation will be respected by the IRS for U.S. federal income tax purposes.

Each Holder of an Allowed Claim is urged to consult its tax advisor regarding the allocation of consideration and the deductibility of previously included unpaid interest and OID for tax purposes.

2. ***Exchange***

a. Holders of Secured Workers' Compensation Obligations Claims (Class 2)

A Holder of a Class 2 Claim who receives the collateral securing such Claim or who receives Cash with respect to such Claim pursuant to the Plan generally will be required to recognize gain or loss for U.S. federal income tax purposes in an amount equal to the difference, if any, between the fair market value of the collateral or the amount of Cash, as the case may be, received in exchange therefor (other than any money or property received in respect of accrued interest) and such Holder' s adjusted tax basis in the Claim (other than any portion of the Claim attributable to accrued interest).

The Debtor intends to take the position that the consummation of the Plan should not be a taxable event for a Holder of a Class 2 Claim whose legal, equitable, and contractual rights are Reinstated pursuant to the Plan. The law regarding the tax consequences associated with the Reinstatement of a Class 2 Claim is complex and unclear. No assurance can be given that the IRS will agree with Debtor' s intended treatment of such a Reinstated Claim. Holders of Class 2 Claims are urged to consult their tax advisors concerning the tax treatment of such a Reinstatement transaction.

b. Holders of General Unsecured Claims (Class 3)

A Holder of a Class 3 Claim who receives Cash with respect to such Claim pursuant to the Plan generally will be required to recognize gain or loss for U.S. federal income tax purposes in an amount equal to the difference, if any, between the amount of Cash received in exchange therefor (other than any money or property received in respect of accrued interest)

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and such Holder' s adjusted tax basis in the Claim (other than any portion of the Claim attributable to accrued interest).

c. <u>Holders of Supplemental Employee Retirement Claims (Class 4)</u>

A Holder of a Class 4 Claim who receives Cash with respect to such Claim pursuant to the Plan generally will be required to recognize gain or loss for U.S. federal income tax purposes in an amount equal to the difference, if any, between the amount of Cash received in exchange therefor (other than any money or property received in respect of accrued interest) and such Holder' s adjusted tax basis in the Claim (other than any portion of the Claim attributable to accrued interest).

d. <u>Holders of Preferred Shareholder Claims (Class 5)</u>

A Holder of a Class 5 Claim who receives Cash, New Warrants, Class 5 Trust Indentures and New MIG Notes with respect to such Claim pursuant to the Plan generally will be required to recognize gain or loss for U.S. federal income tax purposes in an amount equal to the difference, if any, between the amount of Excess Cash (less Withheld Excess Cash) and the "issue price," as determined under Section 1274 of the Tax Code and the Treasury regulations promulgated thereunder as determined on the Distribution Date, of the New MIG Notes and the fair market value of the , New Warrants and Class 5 Trust Interests received in exchange therefor (other than any money or property received in respect of accrued interest) and such Holder' s adjusted tax basis in the Claim (other than any portion of the Claim attributable to accrued interest), which is to be allocated among the assets received.

e. <u>Holders of Common Equity Interests (Class 6)</u>

The Holder of a Class 6 Interest who receives New Common LLC Interests with respect to such Interest pursuant to the Plan generally will be required to recognize gain or loss for U.S. federal income tax purposes in an amount equal to the difference, if any, between the fair market value (determined on the Effective Date) of the New Common LLC Interests received in exchange therefor and such Holder' s adjusted tax basis in such Class 6 Interest.

3. *Ordinary Income*

The market discount provisions of the Tax Code may apply to Holders of certain Claims. Gain recognized by a Claim Holder with respect to a "market discount bond" will generally be treated as ordinary interest income to the extent of the market discount accrued on such bond during the Claim Holder' s period of ownership, unless the Claim Holder elected to include accrued market discount in taxable income currently. Additionally, to the extent that a Holder of a Claim receives consideration in exchange for such Claim, such consideration may be characterized as a fee taxable as ordinary income without reduction for such Holder' s adjusted tax basis in such Claim.

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C. Information Reporting and Backup Withholding

Certain payments, including certain payments of Claims pursuant to the Plan, payments of interest, and the proceeds from the sale or other taxable disposition of the Claims and Interests may be subject to information reporting to the IRS. Moreover, such reportable payments may be subject to backup withholding unless the taxpayer: (i) comes within certain exempt categories (which generally include corporations) or (ii) provides a correct taxpayer identification number and otherwise complies with applicable backup withholding provisions. In addition, Treasury regulations generally require disclosure by a taxpayer on its U.S. federal income tax return of certain types of transactions in which the taxpayer participated, including, among other types of transactions, certain transactions that result in the taxpayer' s claiming a loss in excess of specified thresholds. Holders are urged to consult their tax advisors regarding these regulations and whether the transactions contemplated by the Plan would be subject to these regulations and require disclosure on the Holders' tax returns.

D. Importance of Obtaining Your Own Professional Tax Assistance

THE FOREGOING DISCUSSION IS INTENDED ONLY AS A SUMMARY OF CERTAIN U.S. FEDERAL INCOME TAX CONSEQUENCES OF THE PLAN AND IS NOT A SUBSTITUTE FOR CAREFUL TAX PLANNING WITH A TAX PROFESSIONAL. THE ABOVE DISCUSSION IS FOR INFORMATION PURPOSES ONLY AND IS NOT TAX ADVICE. THE TAX CONSEQUENCES ASSOCIATED WITH THE PLAN ARE IN MANY CASES UNCERTAIN AND MAY VARY DEPENDING ON A HOLDER' S INDIVIDUAL CIRCUMSTANCES. ACCORDINGLY, HOLDERS ARE URGED TO CONSULT THEIR TAX ADVISORS ABOUT THE U.S. FEDERAL, STATE, LOCAL AND NON-U.S. INCOME AND OTHER TAX CONSEQUENCES OF THE PLAN.

X. FEASIBILITY OF THE PLAN AND BEST INTERESTS OF CREDITORS

A. Feasibility of the Plan

In connection with Confirmation of the Plan, the Bankruptcy Court will be required to determine that the Plan is feasible pursuant to section 1129(a)(11) of the Bankruptcy Code, which means that the Confirmation of the Plan is not likely to be followed by the liquidation or the need for further financial reorganization of the Debtor.

To support its belief in the feasibility of the Plan, the Debtor has relied upon the Projections, which are annexed to this Disclosure Statement as Exhibit B.

The Projections indicate that the Reorganized Debtor should have sufficient cash flow to fund its operations and fund Distributions. Accordingly, the Debtor believes that the Plan complies with the financial feasibility standard of section 1129(a)(11) of the Bankruptcy Code.

The Projections are based on numerous assumptions, including Confirmation and consummation of the Plan in accordance with its terms; realization of the operating strategy of

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the Reorganized Debtor; industry performance; no material adverse changes in applicable legislation or regulations, or the administration thereof, or generally accepted accounting principles; no material adverse changes in general business and economic conditions; no material adverse changes in competition; the Reorganized Debtor' s retention of key management and other key employees; the absence of material contingent or unliquidated litigation, indemnity, or other claims; and other matters, many of which will be beyond the control of the Reorganized Debtor and some or all of which may not materialize.

To the extent that the assumptions inherent in the Projections are based upon future business decisions and objectives, they are subject to change. In addition, although they are presented with numerical specificity and are based on assumptions considered reasonable by the Debtor, the assumptions and estimates underlying the Projections are subject to significant business, economic, and competitive uncertainties and contingencies, many of which will be beyond the control of the Reorganized Debtor. Accordingly, the Projections are only estimates and are necessarily speculative in nature. It can be expected that some or all of the assumptions in the Projections will not be realized and that actual results will vary from the Projections, which variations may be material and are likely to increase over time. In light of the foregoing, Holders of Claims and Interests are cautioned not to place undue reliance on the Projections. The Projections were not prepared in accordance with standards for projections promulgated by the American Institute of Certified Public Accountants or with a view to compliance with published guidelines of the SEC regarding projections or forecasts. The Projections have not been audited, reviewed, or compiled by the Debtor' s independent public accountants. The Debtor will be required to adopt "fresh start" accounting upon their emergence from chapter 11. The actual adjustments for "fresh start" accounting that the Debtor may be required to adopt upon emergence, may differ substantially from those "fresh start" adjustments in the Projections. The projected financial information contained in this Disclosure Statement should not be regarded as a representation or warranty by the Debtor, the Debtor' s advisors, or any other Person that the Projections can or will be achieved.

The Projections should be read together with the information in Article VII of this Disclosure Statement entitled "Certain Risk Factors to be Considered," which sets forth important factors that could cause actual results to differ from those in the Projections.

The Debtor does not intend to update or otherwise revise the Projections, including any revisions to reflect events or circumstances existing or arising after the date of this Disclosure Statement or to reflect the occurrence of unanticipated events, even if any or all of the underlying assumptions do not come to fruition. Furthermore, the Debtor does not intend to update or revise the Projections to reflect changes in general economic or industry conditions.

The Reorganized Debtor will face a number of risks with respect to their continuing business operations upon emergence from chapter 11, including but not limited to those described in Article VII.

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B. Acceptance of the Plan

As a condition to Confirmation, the Bankruptcy Code requires that each Class of Impaired Claims vote to accept the Plan, except under certain circumstances.

Section 1126(c) of the Bankruptcy Code defines acceptance of a plan by a class of impaired claims as acceptance by holders of at least two-thirds (2/3) in dollar amount and more than one-half (1/2) in number of claims in that class, but for that purpose counts only those who actually timely and properly vote to accept or to reject the Plan. Thus, Holders of Claims in Class 5 will have voted to accept the Plan only if two-thirds (2/3) in amount and a majority in number of the Claims actually voting in each Class cast their ballots in favor of acceptance. Holders of Claims who fail to vote are not counted as either accepting or rejecting a plan.

Section 1126(d) of the Bankruptcy Code defines acceptance of a plan by a class of impaired equity interests as acceptance by holders of at least two-thirds (2/3) of the number of shares in that class, but for that purpose counts only those who actually timely and properly vote to accept or to reject the Plan. Thus, Holders of Interests in Class 6 will have voted to accept the Plan only if two-thirds (2/3) of the number of shares in that class actually voting cast their ballots in favor of acceptance. Holders of Interests who fail to vote or who vote on an untimely or improper basis are not counted as either accepting or rejecting a plan.

A vote may be disregarded if the Bankruptcy Court determines, after notice and a hearing, that acceptance or rejection was not solicited or procured in good faith or in accordance with the provisions of the Bankruptcy Code.

C. Best Interests Test

As noted above, even if a plan is accepted by each class of claims and interests, the Bankruptcy Code requires a bankruptcy court to determine that the plan is in the best interests of all holders of claims or interests that are impaired by the plan and that have not accepted the plan. The “best interests” test, as set forth in section 1129(a)(7) of the Bankruptcy Code, requires a bankruptcy court to find either that all members of an impaired class of claims or interests have accepted the plan or that the plan will provide a member who has not accepted the plan with a recovery of property of a value, as of the effective date of the plan, that is not less than the amount that such Holder would recover if the debtor were liquidated under chapter 7 of the Bankruptcy Code.

To calculate the probable Distribution to Holders of each impaired class of claims and interests if a debtor were liquidated under chapter 7, a bankruptcy court must first determine the aggregate dollar amount that would be generated from the debtor’ s assets if its chapter 11 case were converted to a chapter 7 case under the Bankruptcy Code. This “liquidation value” would consist primarily of the proceeds from a forced sale of the debtor’ s assets by a chapter 7 trustee.

The amount of liquidation value available to unsecured creditors would be reduced first, by the claims of secured creditors to the extent of the value of their collateral and,

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second, by the costs and expenses of liquidation, as well as by other administrative expenses and costs of both the chapter 7 case and the Chapter 11 Case. Costs of liquidation under chapter 7 of the Bankruptcy Code would include the compensation of a trustee, as well as of counsel and other professionals retained by the trustee, asset disposition expenses, all unpaid expenses incurred by the debtor in its chapter 11 case (such as compensation of attorneys, financial advisors, and accountants) that are allowed in the chapter 7 cases, litigation costs, and Claims arising from the operations of the debtor during the pendency of the chapter 11 case. The liquidation itself would trigger certain priority payments that otherwise would be due in the ordinary course of business. Those priority claims would be paid in full from the liquidation proceeds before the balance would be made available to pay general unsecured claims or to make any distribution in respect of equity security interests. The liquidation would also prompt the rejection of a large number of executory contracts and unexpired leases and thereby significantly enlarge the total pool of unsecured claims by reason of resulting rejection damages Claims.

Once the bankruptcy court ascertains the recoveries in liquidation of secured creditors and priority claimants, it must determine the probable Distribution to general unsecured creditors and equity security holders from the remaining available proceeds in liquidation. If such probable distribution has a value greater than the distributions to be received by such creditors and equity security holders under the plan, then the plan is not in the best interests of creditors and equity security holders.

D. Liquidation Analysis

To support its belief that the Plan satisfies the best interests test, and in order to determine the amount of liquidation value that would be available to Creditors, the Debtor prepared a liquidation analysis (the "Liquidation Analysis"), which concludes that in a chapter 7 liquidation, Holders of prepetition Unsecured Claims would receive less of a recovery than the recovery they would receive under the Plan. This conclusion is premised upon the assumptions set forth in the Liquidation Analysis, which the Debtor believes are reasonable.

Notwithstanding the foregoing, the Debtor believes that any liquidation analysis with respect to the Debtor is inherently speculative. The Liquidation Analysis for the Debtor necessarily contains estimates of the net proceeds that would be received from a forced sale of assets, as well as the amount of Claims that would ultimately become Allowed Claims. Claims estimates are based solely upon the Debtor' s review of the Claims Filed and the Debtor' s books and records. No order or finding has been entered by the Bankruptcy Court estimating or otherwise fixing the amount of Claims at the projected amounts of Allowed Claims set forth in the Liquidation Analysis. In preparing the Liquidation Analysis, the Debtor has projected an amount of Allowed Claims that represents their best estimate of the chapter 7 liquidation dividend to Holders of Allowed Claims. The estimate of the amount of Allowed Claims set forth in the Liquidation Analysis should not be relied on for any other purpose, including, without limitation, any determination of the value of any Distribution to be made on account of Allowed Claims under the Plan.

The full Liquidation Analysis is annexed as Exhibit C to this Disclosure Statement.

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E. Valuation of the Reorganized Debtor

THE VALUATION INFORMATION CONTAINED IN THIS SECTION WITH REGARD TO THE REORGANIZED DEBTOR IS NOT A PREDICTION OR GUARANTEE OF THE ACTUAL MARKET VALUE THAT MAY BE REALIZED PURSUANT TO THE PLAN.

1. *Overview*

Lazard, the Debtor' s investment banker and financial advisor, has evaluated each of MIG' s businesses, assets, and investments on a going-concern basis to estimate its Reorganization Value. The Reorganization Value for MIG is comprised of MIG' s interests in the following: (i) 46% ownership interest in Magticom; (ii) other operating assets; (iii) 85% interest in Ayety TV; (iv) 100% interest in Telecom Georgia; (v) 100% interest in Telenet; and (vi) Other assets (*i.e*., cash). In reaching the valuation of the Reorganized Debtor, Lazard necessarily made numerous assumptions with respect to MIG, industry performance, general business, regulatory, economic, market and financial conditions and other matters, many of which are beyond the Debtor' s control.

To arrive at its estimate of the Reorganization Value of MIG, Lazard utilized three generally accepted valuation methods for assessing Reorganization Value: (1) discounted cash flow analysis; (2) comparable company analysis; and (3) precedent transactions analysis. Lazard applied slightly more weight to the Comparable Company Analysis and Precedent Transaction Analysis than the Discounted Cash Flow Analysis.

Solely for purposes of the Plan, Lazard estimated the enterprise value of Magticom to be in a range between approximately $1 billion to $1.2 billion and the value of MIG' s 46% interest in Magticom to be in a range between approximately $460 million to $552 million. Using the methodologies discussed above, Lazard estimates the Reorganization Value of MIG to be $475 million to $575 million. The Lazard valuation provides the basis for the Debtor' s view that substantial value exists in excess of the Judgment.

Rothschild, the Committee' s investment banker and financial advisor, also evaluated each of MIG' s business assets and investments on a going concern basis to estimate its Reorganization Value. Rothschild also assumed MIG' s assets are comprised of the following (i) 46% ownership interest in Magticom; (ii) operating assets; (iii) 85% interest in Ayety TV; (iv) 100% interest in Telecom Georgia; 100% interest in Telnet; and other assets (i.e. cash). In reaching its valuation of the Reorganized Debtor, Rothschild made numerous assumptions with respect to MIG, industry performance, general business, economic, market and financial conditions, and other matters. Rothschild also conducted an in-depth detailed analysis of the impact of the Change of Control Provisions on MIG' s Reorganization Value. Rothschild utilized two generally accepted valuation methods: (1) discounted cash flow analysis and (2) comparable company analysis, while discarding the precedent transactions analysis method as not applicable on account of the Change of Control Provisions. Rothschild also researched numerous restricted stock studies and other matters to determine the valuation impact of the Change of Control

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Provisions. Based upon its analysis and research, Rothschild concluded that MIG' s Reorganization Value is $146 million.

THE ESTIMATED RANGES OF REORGANIZATION VALUE BY EACH OF THE PLAN PROPONENTS AND THEIR FINANCIAL ADVISORS, AS OF AN ASSUMED EFFECTIVE DATE OF OCTOBER 15, 2010, REFLECT INFORMATION AND DIFFERING VIEWS REGARDING THE BUSINESS AND ASSETS OF THE DEBTOR AVAILABLE AS OF DECEMBER, 2009. THE VALUATION DISPUTES BETWEEN THE DEBTOR AND THE COMMITTEE AND THEIR RESPECTIVE FINANCIAL ADVISORS HAVE BEEN RENDERED MOOT BY THE SETTLEMENT AGREEMENT INCLUDING PROVISIONS FOR THE PAYMENT IN FULL OF ALL CREDITORS AS PROVIDED IN THE PLAN. IT SHOULD BE UNDERSTOOD THAT, ALTHOUGH SUBSEQUENT DEVELOPMENTS MAY AFFECT THESE VALUES, NEITHER OF THE PLAN PROPONENTS SHALL HAVE ANY OBLIGATION TO UPDATE, REVISE OR REAFFIRM THEIR COMPETING VIEWS ON VALUATION.[10]

With respect to the Projections prepared by the management of the Debtor and included as Exhibit B to this Disclosure Statement, Lazard assumed that such Projections: (i) were prepared in good faith; (ii) based on fully disclosed assumptions which, in light of the circumstances under which they were made, are reasonable; (iii) reflect the best currently available estimates; and (iv) reflect the good faith judgments of the Debtor.

F. Application of the "Best Interests" of Creditors Test to the Liquidation Analysis and the Valuation

It is impossible to determine with any specificity the value each Holder of an Impaired Claim will receive as a percentage of its Allowed Claim. Notwithstanding the difficulty in quantifying recoveries with precision, the Debtor believes that the financial disclosures and Projections contained in this Disclosure Statement imply a greater or equal recovery to Holders of Claims in Impaired Classes than the recovery available in a chapter 7 liquidation. The Plan Proponents believe that a forced liquidation of MIG' s interests in ITCL would trigger the Change of Control Provisions and materially impair the value available to creditors to an amount materially less the amounts due to them. Accordingly, the Debtor believes that the "best interests" test of section 1129 of the Bankruptcy Code is satisfied.

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10 The Debtor and its advisors continue to analyze and conduct due diligence with respect to the various matters summarized in this section, including, without limitation, MIG' s various interests in other operating assets which are currently positioned for sale in 2010. Accordingly, the Debtor reserves the right to supplement, modify, update and/or revise the information set forth in this section, if and as it may deem appropriate, through the hearing on approval of this Disclosure Statement and potentially up to the deadline for Filing the Plan Supplement. The Committee reserves all rights with respect to any such new information or amendments.

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G. Confirmation Without Acceptance of All Impaired Classes: The “Cramdown” Alternative

In the event that one of Classes 5 or 6 does not vote to accept the Plan, the Debtor and Committee may seek Confirmation of the Plan pursuant to the “cramdown” provisions of the Bankruptcy Code. Specifically, section 1129(b) of the Bankruptcy Code provides that a plan can be confirmed even if the plan is not accepted by all Impaired classes, as long as at least one Impaired class of claims has accepted it. The Bankruptcy Court may confirm a plan at the request of the Debtor if the Plan “does not discriminate unfairly” and is “fair and equitable” as to each Impaired class that has not accepted the Plan. A plan does not discriminate unfairly within the meaning of the Bankruptcy Code if a dissenting class is treated equally with respect to other classes of equal rank.

The Debtor and Committee believe that the Plan does not discriminate unfairly with respect to the Claims and Interests in Classes.

A plan is fair and equitable as to a class of unsecured Claims that rejects a plan if the plan provides (i) for each Holder of a Claim included in the rejecting class to receive or retain on account of that Claim property that has a value, as of the effective date of the plan, equal to the Allowed amount of such Claim or (ii) that the Holder of any Claim or Interest that is junior to the Claims of such class will not receive or retain on account of such junior Claim or Interest any property at all.

A plan is fair and equitable as to a class of equity interests that rejects a plan if the plan provides (i) that each Holder of an interest included in the rejecting class receive or retain on account of that interest property that has a value, as of the effective date of the plan, equal to the greatest of the Allowed amount of any fixed liquidation preference to which such Holder is entitled, any fixed redemption price to which such Holder is entitled or the value of such interest or (ii) that the Holder of any interest that is junior to the interests of such class will not receive or retain under the plan on account of such junior interest any property at all.

The Plan Proponents believe that they will meet the “fair and equitable” requirements of section 1129(b) of the Bankruptcy Code with respect to Holders of Claims in Class 5 and Holders of Interests in Classes 6 and that the Plan satisfies the foregoing requirements for nonconsensual confirmation of the Plan.

XI. ALTERNATIVES TO CONFIRMATION AND CONSUMMATIONS OF THE PLAN

The Plan Proponents believe that the Plan affords Holders of Claims and Interests in Classes 5 and 6 the potential for the greatest realization on the Debtor' s assets and, therefore, is in the best interests of such Holders. If, however, the requisite acceptances are not received or the Plan is not confirmed and consummated, the theoretical alternatives include (a) formulation of an alternative plan or plans of reorganization or (b) liquidation of the Debtor under chapter 7 or chapter 11 of the Bankruptcy Code.

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A. Alternative Plan(s) of Reorganization

If the requisite acceptances are not received or if the Plan is not confirmed, the Debtor and/or the Committee could formulate and propose a different plan of reorganization. Such a plan might involve either a reorganization and continuation of the Debtor' s businesses or an orderly liquidation of assets.

The Debtor and the Committee believe that the Plan enables Creditors to realize the greatest possible value under the circumstances and has the greatest chance to be confirmed and consummated.

B. Liquidation under Chapter 7 or Chapter 11

If no plan is confirmed, the Debtor' s case may be converted to a case under chapter 7 of the Bankruptcy Code, pursuant to which a trustee would be elected or appointed to liquidate the Debtor' s assets for distribution in accordance with the priorities established by the Bankruptcy Code. It is impossible to predict precisely how the proceeds of the liquidation would be distributed to the respective Holders of Claims against or Interests in the Debtor.

The Debtor and the Committee believe that, in a liquidation under chapter 7, additional administrative expenses involved in the appointment of a trustee or trustees and attorneys, accountants, and other professionals to assist such trustees would cause a substantial diminution in the value of the Estate. The assets available for distribution to Creditors would be reduced by such additional expenses and by Claims, some of which would be entitled to priority, arising by reason of the liquidation and from the rejection of leases and other Executory Contracts in connection with the cessation of operations and the failure to realize the greater going concern value of the Debtor' s assets. More importantly, conversion to chapter 7 liquidation would likely result in an immediate sale of the Debtor' s indirect interests in ITCL, as chapter 7 trustees rarely continue operations. Such a sale would likely trigger the "Change of Control" provisions in the ITCL LLC Agreement which, as discussed above, would mean that the purchaser would receive significantly less management and voting rights and other protections that the Reorganized Debtor would maintain under the Plan. As a result, the purchaser would pay far less for the ITCL interest than the value of such interest in the hands of the Reorganized Debtor.

The Debtor could also be liquidated pursuant to the provisions of a chapter 11 plan of reorganization. In a liquidation under chapter 11, the Debtor' s assets theoretically could be sold in an orderly fashion over a more extended period of time than in a liquidation under chapter 7, thus resulting in a potentially greater recovery. Conversely, to the extent the Debtor' s businesses incur operating losses, the Debtor' s efforts to liquidate their assets over a longer period of time theoretically could result in a lower net distribution to Creditors than they would receive through chapter 7 liquidation. Nevertheless, because there would be no need to appoint a chapter 7 trustee and to hire new professionals, chapter 11 liquidation might be less costly than chapter 7 liquidation and thus provide larger net distributions to creditors than in chapter 7 liquidation. Any recovery in a chapter 11 liquidation, while potentially greater than in a chapter

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7 liquidation, would also be highly uncertain, and subject to the same "Change of Control" risks discussed above.

Although preferable to a chapter 7 liquidation, the Debtor believes that any alternative liquidation under chapter 11 is a much less attractive alternative to Creditors than the Plan because of the greater return anticipated by the Plan.

XII. THE SOLICITATION; VOTING PROCEDURES

A. Parties-in-Interest Entitled to Vote

In general, a Holder of a Claim or Interest may vote to accept or to reject a plan if (a) the Claim or Interest is "allowed," which means generally that no party in interest has objected to or is otherwise a Disputed Claim or Interest and (b) the Claim or Interest is "Impaired" by the Plan.

Under section 1124 of the Bankruptcy Code, a class of Claims or Interests is deemed to be "Impaired" under a plan unless (i) the Plan leaves unaltered the legal, equitable, and contractual rights to which such Claim or Interest entitles the Holder thereof or (ii) notwithstanding any legal right to an accelerated payment of such Claim or Interest, the Plan cures all existing defaults (other than defaults resulting from the occurrence of events of bankruptcy) and reinstates the maturity of such Claim or Interest as it existed before the default.

If, however, the Holder of an Impaired Claim or Interest will not receive or retain any Distribution under the Plan on account of such Claim or Interest, the Bankruptcy Code deems such Holder to have rejected the Plan and, accordingly, Holders of such Claims and interests do not actually vote on the Plan. If a Claim or Interest is not Impaired by the Plan, the Bankruptcy Code deems the Holder of such Claim or Interest to have accepted the Plan and, accordingly, Holders of such Claims and interests are not entitled to vote on the Plan.

B. Classes Entitled to Vote to Accept or Reject the Plan

Holders of Claims and Interests in Classes 5 and 6 are entitled to vote to accept or reject the Plan. By operation of law, each Unimpaired Class of Claims is deemed to have accepted the Plan and, therefore, the Holders of Claims or Interests in such Classes are not entitled to vote to accept or reject the Plan. Consequently, Classes 1 through 4 are deemed to have accepted the Plan and, therefore, none of the Holders of Claims in Classes 1 through 4 are entitled to vote to accept or reject the Plan.

C. Waivers of Defects, Irregularities, Etc.

Unless otherwise directed by the Bankruptcy Court, all questions as to the validity, form, eligibility (including time of receipt), acceptance, and revocation or withdrawal of ballots will be determined by the Voting Agent and the Debtor and Committee, in their sole discretion, which determination will be final and binding. As indicated below under "Withdrawal of Ballots; Revocation," effective withdrawals of ballots must be delivered to the Voting Agent prior to the Voting Deadline. The Debtor and Committee reserve the absolute

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right to contest the validity of any such withdrawal. The Debtor and Committee also reserve the right to reject any and all ballots not in proper form, the acceptance of which would, in the opinion of the Debtor and Committee or their counsel, be unlawful. The Debtor and Committee further reserve the right to waive any defects or irregularities or conditions of delivery as to any particular ballot. The interpretation (including the ballot and the respective instructions thereto) by the Debtor and Committee, unless otherwise directed by the Bankruptcy Court, will be final and binding on all parties. Unless waived, any defects or irregularities in connection with deliveries of ballots must be cured within such time as the Debtor and Committee (or the Bankruptcy Court) determine. Neither the Debtor, the Committee nor any other Person will be under any duty to provide notification of defects or irregularities with respect to deliveries of ballots nor will any of them incur any liabilities for failure to provide such notification. Unless otherwise directed by the Bankruptcy Court, delivery of such ballots will not be deemed to have been made until such irregularities have been cured or waived. Ballots previously furnished (and as to which any irregularities have not theretofore been cured or waived) will be invalidated.

D. Withdrawal of Ballots; Revocation

Any party who has delivered a valid ballot for the acceptance or rejection of the Plan may withdraw such acceptance or rejection by delivering a written notice of withdrawal to the Voting Agent at any time prior to the Voting Deadline. To be valid, a notice of withdrawal must (i) contain the description of the Claim(s) to which it relates and the aggregate principal amount represented by such Claim(s), (ii) be signed by the withdrawing party in the same manner as the ballot being withdrawn, (iii) contain a certification that the withdrawing party owns the Claim(s) and possesses the right to withdraw the vote sought to be withdrawn, and (iv) be received by the Voting Agent in a timely manner at The Garden City Group, Inc., 5151 Blazer Parkway, Suite A, Dublin, Ohio 43017. The Debtor intends to consult with the Committee and the Voting Agent to determine whether any withdrawals of ballots were received and whether the requisite acceptances of the Plan have been received. As stated above, the Debtor and Committee expressly reserves the absolute right to contest the validity of any such withdrawals of ballots.

Unless otherwise directed by the Bankruptcy Court, a purported notice of withdrawal of ballots which is not received in a timely manner by the Voting Agent will not be effective to withdraw a previously cast ballot.

Any party who has previously submitted to the Voting Agent prior to the Voting Deadline a properly completed ballot may revoke such ballot and change his or its vote by submitting to the Voting Agent prior to the Voting Deadline a subsequent properly completed ballot for acceptance or rejection of the Plan. In the case where more than one timely, properly completed ballot is received, only the ballot which bears the latest date will be counted for purposes of determining whether the requisite acceptances have been received.

E. Voting Objection Deadline

Pursuant to Bankruptcy Rule 3018(a), the deadline for the Debtor to File and serve any objections (each a "Voting Objection") to temporary allowance of a Claim for

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purposes of voting on the Plan in a different class or different amount than is set forth in the Proof of Claim timely Filed by the applicable Bar Date as set by the Court, shall be September 15, 2010 at 4:00 p.m. (Eastern) (the "Voting Objection Deadline"). Any party with a response to a Voting Objection may be heard at the Confirmation Hearing. Responses to any Voting Objection may be Filed with the Court up to and including the date of the Confirmation Hearing. If, and to the extent that, the Debtor and such party are unable to resolve the issues raised by the Voting Objection on or prior to the Confirmation Hearing, any such Voting Objection shall be heard at the Confirmation Hearing.

Creditors seeking to have a Claim temporarily allowed for purposes of voting to accept or reject the Plan pursuant to Bankruptcy Rule 3018(a) must file a motion (the "Claim Estimation Motion") for such relief no later than September 10, 2010 which date is thirteen (13) days prior to the Voting Deadline. The Court shall schedule a hearing on such motion on a date prior to the Confirmation Hearing. Any such Claim Estimation Motion may be resolved by agreement between the Debtor and the movant without the requirement for further order or approval of the Court.

F. Further Information; Additional Copies

If you have any questions or require further information about the voting procedures for voting your Claim or about the packet of material you received, or if you wish to obtain an additional copy of the Plan, this Disclosure Statement, or any exhibits or appendices to such documents (at your own expense, unless otherwise specifically required by Bankruptcy Rule 3017(d) or the Solicitation Order), please contact the Voting Agent at:

Attn: MIG Bankruptcy Administration
c/o THE GARDEN CITY GROUP, INC.
5151 Blazer Parkway, Suite A
Dublin, Ohio 43017
Telephone: (800) 327-3664
Website: http://migreorg.com

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RECOMMENDATION AND CONCLUSION

For all of the reasons set forth in this Disclosure Statement, the Debtor and the Committee believe that Confirmation and consummation of the Plan are preferable to all other alternatives. Consequently, the Debtor and Committee urge all Holders of Claims in Classes 5 and 6 to vote to ACCEPT the Plan, and to complete and return their ballots so that they will be RECEIVED on or before 5:00 p.m. Eastern Time on the Voting Deadline.

Dated: August 19, 2010

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Exhibit A

to

Second Amended Disclosure Statement with Respect to the Joint Second Amended Chapter 11 Plan of Reorganization for MIG, Inc. dated August 19, 2010

JOINT SECOND AMENDED CHAPTER 11
PLAN OF
REORGANIZATION FOR MIG, INC.

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IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re: MIG, INC., Debtor.	Chapter 11 Case No. 09-12118 (KG)

JOINT SECOND AMENDED CHAPTER 11 PLAN OF REORGANIZATION FOR MIG, INC.

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JOINT SECOND AMENDED CHAPTER 11 PLAN OF REORGANIZATION FOR MIG, INC.

INTRODUCTION[1]

MIG, Inc. (f/k/a Metromedia International Group, Inc.) as a debtor and debtor-in-possession (the "Debtor" or "MIG"), and the Official Committee of Unsecured Creditors appointed in the Chapter 11 Case (the "Committee") hereby jointly propose this Plan for the resolution of the outstanding Claims against and Interests in the Debtor. Reference is made to the Disclosure Statement for a discussion of (i) the Debtor' s history, businesses, properties, results of operations, and projections for future operations, (ii) a summary and analysis of this Plan, and (iii) certain related matters, including risk factors relating to the consummation of this Plan and Distributions to be made under this Plan.

ALL HOLDERS OF CLAIMS AGAINST AND INTERESTS IN THE DEBTOR ARE ENCOURAGED TO READ THE PLAN AND THE DISCLOSURE STATEMENT IN THEIR ENTIRETY BEFORE VOTING TO ACCEPT OR REJECT THE PLAN. SUBJECT TO CERTAIN RESTRICTIONS AND REQUIREMENTS SET FORTH IN SECTION 1127 OF THE BANKRUPTCY CODE, BANKRUPTCY RULE 3019, AND IN THE PLAN, THE PLAN PROPONENTS RESERVE THE RIGHT TO ALTER, AMEND, MODIFY, REVOKE OR WITHDRAW THE PLAN, OR ANY PART THEREOF, PRIOR TO ITS SUBSTANTIAL CONSUMMATION.

The Debtor and the Committee are the proponents of the Plan within the meaning of section 1129 of the Bankruptcy Code.

ARTICLE I

DEFINED TERMS AND RULES OF INTERPRETATION

For purposes of the Plan, except as expressly provided or unless the context otherwise requires, (a) all capitalized terms used in the Plan and not otherwise defined in the Plan shall have the meanings ascribed to them in the Disclosure Statement (or any exhibit hereto or thereto), (b) any capitalized term used in the Plan that is not defined in the Plan, but is defined in the Bankruptcy Code or the Bankruptcy Rules, shall have the meaning ascribed to that term in the Bankruptcy Code or the Bankruptcy Rules, as applicable, (c) whenever the context requires, each term stated in either the singular or the plural shall include the singular and the plural, and pronouns stated in the masculine, feminine or neuter gender shall include the masculine, feminine and the neuter, (d) any reference in the Plan to a contract, instrument, release, indenture, or other agreement or document being in a particular form or on particular terms and conditions means that such document shall be substantially in such form or substantially on such terms and conditions, (e) any reference in the Plan to an existing document or exhibit means such document or exhibit as it may be amended, modified, or supplemented from time to time, (f) unless otherwise specified, all references in the Plan to sections, articles, schedules, and exhibits

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1 All capitalized terms used in the Plan and not otherwise defined in Article I of the Plan shall have the meanings ascribed to them in the Disclosure Statement (or any exhibit hereto).

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are references to sections, articles, schedules, and exhibits of or to the Plan, (g) the words "herein," "hereof," "hereto," "hereunder," and other words of similar import refer to the Plan in its entirety rather than to any particular paragraph, subparagraph, or clause contained in the Plan, (h) captions and headings to articles and sections are inserted for convenience of reference only and shall not limit or otherwise affect the provisions hereof or the interpretation of the Plan, and (i) the rules of construction set forth in section 102 of the Bankruptcy Code and in the Bankruptcy Rules shall apply.

1.1 "**Acknowledgement Agreement**" means the agreement to be executed by the Debtor Parent, Debtor Parent Affiliates and Releasees as contemplated by Section 5.10(b) of the Plan, substantially in the form included in the Plan Supplement.

1.2 "**Administrative Claim**" means a Claim for any costs or expenses of administration of the Estate under sections 503(b), 507(b) or 1114(e)(2) of the Bankruptcy Code, including, without limitation, for: (a) any actual and necessary costs and expenses incurred after the Petition Date of preserving the Estate and operating the businesses of the Debtor; (b) any payment to be made under the Plan to cure a default on an assumed Executory Contract or assumed Unexpired Lease; (c) any postpetition cost, indebtedness or contractual obligation duly and validly incurred or assumed by the Debtor in the ordinary course of its business; (d) any Allowed Claims that are entitled to be treated as Administrative Claims pursuant to a Final Order under section 546(c)(2)(A) of the Bankruptcy Code; (e) any Allowed Claims of Professionals in the Chapter 11 Case; and (f) any fees and charges assessed against the Estate under chapter 123 of title 28 of the United States Code, 28 U.S.C. §§ 1911-1930.

1.3 "**Administrative Claims Bar Date**" means the deadline for filing all requests for payment of Administrative Claims, which shall be forty-five days after the Effective Date, unless otherwise ordered by the Bankruptcy Court, except with respect to Professional Fee Claims, which shall be 60 days after the Effective Date.

1.4 "**Administrative Claims Reserve**" means the reserve of Cash established and maintained by the Debtor and Reorganized Debtor to pay Allowed Administrative Claims, including Claims under section 503(b)(9) of the Bankruptcy Code and all Claims for rent under section 503(b) of the Bankruptcy Code and lease payments under section 365(d)(5) of the Bankruptcy Code.

1.5 "**Administrative Expense Request**" means a request for the payment of an Administrative Claim.

1.6 "**Affiliate**" means "affiliate" as defined in section 101(2) of the Bankruptcy Code.

1.7 "**Agreed Budget**" means the annual operating budget for the Reorganized Debtor and its subsidiaries for the period from the Effective Date until such time as the New MIG Notes are paid in full. The Agreed Budget for the one year period after the Effective Date shall be set forth in the Plan Supplement, as amended or modified prior to the Effective Date with the consent of both Plan Proponents. Thereafter, for so long as

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the New MIG Notes remain outstanding, the Agreed Budget shall require approval of the New Board and each of the Class 5 Directors.

1.8 "**Alleged Fraudulent Transfer Claims**" means the claims alleged by the Committee in connection with its Motion for Order Granting the Committee Standing to: (i) Prosecute Actions on Behalf of the Debtor' s Estate; and (ii) Seek a Temporary Restraining Order, Preliminary Injunction and Other Related Relief dated November 17, 2009 [Docket No. 310].

1.9 "**Allowed**" means with respect to any Claim (including any Administrative Claim) or portion thereof (to the extent such Claim is not Disputed or Disallowed) or any Interest (a) any Claim or Interest, proof of which: (i) was timely Filed with the Bankruptcy Court or its duly appointed claims agent, (ii) was deemed timely filed pursuant to section 1111(a) of the Bankruptcy Code, (iii) by a Final Order was not required to be Filed; (b) any Claim or Interest that has been, or hereafter is, listed in the Schedules as liquidated in an amount other than zero or unknown and not Disputed or Contingent (or as to which the applicable Proof of Claim has been withdrawn or Disallowed); and (c) any Claim or Interest which has been allowed (whether in whole or in part) by a Final Order (but only to the extent so allowed), and, in (a), (b) and (c) above, as to which no objection to the allowance thereof, or action to subordinate, avoid, classify, reclassify, expunge, estimate or otherwise limit recovery with respect thereto, has been Filed within the applicable period of limitation fixed by the Plan, the Bankruptcy Code, the Bankruptcy Rules or a Final Order; (d) *any Claim or Interest allowed under or pursuant to the terms of the Plan*; (e) any Claim arising from the recovery of property under sections 550 or 553 of the Bankruptcy Code which has been allowed in accordance with section 503(h) of the Bankruptcy Code; (f) a Claim relating to a rejected Executory Contract or Unexpired Lease that either (i) is not a Disputed Claim or (ii) has been allowed by a Final Order, in either case only if a Proof of Claim has been Filed by the applicable Bar Date or has otherwise been deemed timely Filed under applicable law; or (g) which is a Professional Claim for which a fee award amount has been approved by order of the Bankruptcy Court; provided, however, that Claims or Interests allowed solely for the purpose of voting to accept or reject the Plan pursuant to an order of the Bankruptcy Court shall not be considered "Allowed" hereunder.

1.10 "**Allowed Claim**" means an Allowed Claim of the particular type or Class described.

1.11 "**Allowed __ Claim**" means, with respect to any specified Class or type of Claim, whether classified or unclassified, that the referenced Claim is an Allowed Claim. For the avoidance of doubt, the **Allowed Class 5 Preferred Shareholder Claims** shall be comprised of the Allowed Appraisal Claims and the Allowed Non-Appraisal Claims.

1.12 "**Allowed Appraisal Claims**" means the sum of: (i) an amount determined by the product of the Settlement Share Price multiplied by the number of shares of Preferred Equity Interests held by the Petitioners in the Appraisal Action as reflected in Schedules I and II to the Plan; (ii) the Appraisal Action Paid Fees; and (iii) the Top-Up Share for such Petitioners.

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1.13 "**Allowed Appraisal Claim Amount**" means the aggregate amount of all Allowed Appraisal Claims, estimated to be $207,143,235.34 as of the Effective Date, plus the Appraisal Action Paid Fees.

1.14 "**Allowed Non-Appraisal Claims**" means the sum of (i) an amount determined by the number of shares of Preferred Equity Interests held by each Holder of a Non-Appraisal Claim multiplied by the Settlement Share Price (as reflected on Schedule III to the Plan) as of the Effective Date; and (ii) the Top-Up Share for such Holders.

1.15 "**Allowed Non-Appraisal Claim Amount**" means the aggregate amount of all Allowed Non-Appraisal Claims, estimated to be approximately $17,574,000 as of the Effective Date.

1.16 "**Appraisal Action**" means *In re: Appraisal of Metromedia International Group, Inc.*, Civil Action No. 3351-CC in the Court of Chancery of the State of Delaware.

1.17 "**Appraisal Action Paid Fees**" shall mean the legal fees and expenses paid by the Holders of Appraisal Claims to their counsel in the Appraisal Action, in an amount to be agreed upon by the Debtor and the Committee prior to the filing of the Plan Supplement.

1.18 "**Appraisal Action Unpaid Fees**" shall mean the legal fees and expenses alleged to be owed by the parties listed on Appendix A to the Appraisal Judgment by the law firms of Ashby & Geddes P.A. and Grant & Eisenhofer P.A., or their respective clients (as applicable) to their counsel in the Appraisal Action as set forth in Schedule II to the Plan, which amounts shall be deemed Allowed Class 5 Claims in the amounts set forth in Schedule II to the Plan provided there has been a Final Order of the Chancery Court entered in the Appraisal Action awarding payment of such fees and expenses. The Reorganized Debtor shall be authorized to pay such fees and expenses to Grant & Eisenhofer P.A., Ashby & Geddes or their respective clients, as applicable, as directed in such Final Order, and to deduct such payments from any amounts otherwise due to Holders of Allowed Appraisal Claims listed on Schedule II to the Plan.

1.19 "**Appraisal Claims**" means the Claims related to the Preferred Equity Interests set forth in the Appraisal Judgment and listed in Schedules I and II to the Plan.

1.20 "**Appraisal Judgment**" means the Final Judgment entered by the Court of Chancery of the State of Delaware on June 5, 2009 in connection with the Appraisal Action, in favor of all Holders named therein including in Appendix A thereto, which Final Judgment was affirmed by the Supreme Court of the State of Delaware on November 2, 2009.

1.21 "**Avoidance Actions**" means any and all Causes of Action (other than those which are released or dismissed as part of and pursuant to the Plan) which a trustee, debtor-in-possession, the estate or other appropriate party in interest may assert under sections 502(d), 510, 541, 542, 543, 544, 545, 547, 548, 549, 550, 551, or 553 of the

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Bankruptcy Code or under related state or federal statutes and common law, including, without limitation, fraudulent transfer laws (whether or not litigation is commenced to prosecute such Causes of Action) and including the Debtor' s rights of setoff, recoupment, contribution, reimbursement, subrogation or indemnity (as those terms are defined by the non-bankruptcy law of any relevant jurisdiction) and any other indirect claim of any kind whatsoever, whenever and wherever arising or asserted, excluding any claims or causes of action related to the Change of Control Litigation.

1.22 "**Ballot**" means each of the ballot forms, other than a master ballot form, distributed to each Holder of a Claim or Interest entitled to vote to accept or reject this Plan.

1.23 "**Bankruptcy Code**" means the Bankruptcy Reform Act of 1978, as codified in title 11 of the United States Code, 11 U.S.C. §§ 101-1532, as in effect on the Petition Date, together with all amendments and modifications thereto that were subsequently made applicable to the Chapter 11 Case.

1.24 "**Bankruptcy Court**" means the United States Bankruptcy Court for the District of Delaware or such other court as may have jurisdiction over the Chapter 11 Case or any aspect thereof.

1.25 "**Bankruptcy Rules**" means (i) the Federal Rules of Bankruptcy Procedure and the Official Bankruptcy Forms, as amended and promulgated under section 2075 of title 28 of the United States Code, (ii) the applicable Federal Rules of Civil Procedure, as amended and promulgated under section 2072 of title 28 of the United States Code, (iii) the applicable Local Rules of Bankruptcy Practice and Procedure for the Bankruptcy Court, and (iv) any standing orders governing practice and procedure issued by the Bankruptcy Court, each as in effect on the Petition Date, together with all amendments and modifications thereto that were subsequently made applicable to the Chapter 11 Case or proceedings therein, as the case may be.

1.26 "**Bar Date**" means March 10, 2010, the date set by the Bankruptcy Court as the last day for Filing a Proof of Claim or Proof of Interest against the Debtor in the Chapter 11 Case.

1.27 "**Blanket Lien**" means the blanket first priority lien on all of the Debtor' s current and after-acquired assets and proceeds thereof, including without limitation cash accounts of the Reorganized Debtor which shall be subject to the Deposit Account Control Agreement, to be granted by the Reorganized Debtor as part of the Class 5 Collateral pursuant to Section 3.03 (c) of the Plan.

1.28 "**Business Day**" means any day, excluding Saturdays, Sundays, or "legal holidays" (as defined in Bankruptcy Rule 9006(a)), on which commercial banks are open for business in Wilmington, Delaware.

1.29 "**Cash or $**" means legal tender of the United States of America or the equivalent thereof, including bank deposits, checks and cash equivalents.

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1.30 "**CaucusCom**" means CaucusCom Ventures L.P., a British Virgin Islands limited partnership having its principal place of business at 54 Baker Street, London W1U 7BU, licensed to do business in the State of Delaware and Holder of 100% of the stock Interests in the Debtor as of the Petition Date.

1.31 "**CaucusCom Pledge**" shall have the meaning set forth in the definition herein for Stock Pledge Agreements.

1.32 "**Caucus Carry**" means Caucus Carry Management L.P., a British Virgin Islands limited partnership having its principal place of business at 54 Baker Street, London W1U 7BU.

1.33 "**Caucus Telecom**" means Caucus Telecom Management Ltd., a company incorporated in the British Virgin Islands having its principal place of business at 54 Baker Street, London W1U 7BU.

1.34 "**Causes of Action**" means any and all actions, causes of action, Claims, rights, defenses, liabilities, obligations, executions, choses in action, controversies, rights (including rights to legal remedies, rights to equitable remedies, rights to payment), suits, debts, damages, judgments, remedies, demands, setoffs, defenses, recoupments, crossclaims, counterclaims, third-party claims, indemnity claims, contribution claims or any other claims whatsoever, whether known or unknown, reduced to judgment or not reduced to judgment, liquidated or unliquidated, fixed or contingent, matured or unmatured, disputed or undisputed, secured or unsecured, choate or inchoate, existing or hereafter arising, suspected or unsuspected, foreseen or unforeseen, and whether asserted or assertable directly, indirectly or derivatively, at law, in equity or otherwise, based on whole or in part upon any act or omission or other event occurring prior to the Petition Date or during the course of the Chapter 11 Case, including through the Effective Date.

1.35 "**Change of Control Litigation**" means any Claim, Cause of Action or Litigation Rights related to or arising from the "Change of Control Provisions," including any claims challenging the validity or enforceability thereof on any grounds, under any applicable law, in any forum including without limitation before the Bankruptcy Court or the London Court of Arbitration.

1.36 "**Change of Control Provisions**" means the modifications in Sections 2.7(e), 4.1(b) and 8.1 of the ITCL LLC Agreement and Section 5.4 of the PSA dated January of 2009, including as follows:

a. Insertion of "ITC Cellular Change of Control" definition in the ITCL LLC Agreement that may be triggered by certain events, including but not limited to:[2]

1. CaucusCom must continue to own, directly or indirectly, 46% of the Equity Securities of ITCL.

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[2] All capitalized terms used in this Section 1.38 but not otherwise defined herein have the meaning assigned to such term in the ITCL LLC Agreement.

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2. Caucus Carry must be a general partner of CaucusCom.

3. Yola & Gtel must hold 100% of limited partner interests in Caucus Carry.

4. Caucus Telecom must be a general partner of Caucus Carry.

5. Yola & Gtel must hold 100% of the Equity Securities of Caucus Telecom.

6. Yola & Gtel must hold at least 35% of the limited partnership interests in CaucusCom Ventures.

7. Yola and Gtel must continue to direct or cause direction of management and policies of ITC or any Affiliate of ITC that holds 46% of the Membership Interests in ITCL.

8. Any “change of control” of Yola, Gtel, Caucus Telecom, Caucus Carry or CaucusCom, where “control” is defined as the “power to direct or cause direction of the management or policies of such Person”.

b. Insertion of provisions in section 2.7(e) of the ITCL LLC Agreement that trigger the loss of governance rights upon an “ITC Cellular Change of Control,” including ITC losing 2 of the 4 directors on the ITCL board, the Quorum required at an ITCL board meeting being reduced from 4 to 2 directors, and providing for Dr. Jokhtaberidze to be the sole entity in control of the ITCL Board with his 2 designated ITCL directors.

c. Prohibition of any transfers of MIG’ s 46% Proportional Interest in ITCL in Section 4.1(b) of the ITCL LLC Agreement and providing that any such transfer results in the transferee’ s forfeiture of future dividends; and

d. Insertion of provisions in Section 5.4 of the PSA that cause the automatic termination of Dr. Jokhtaberidze’ s obligations to comply with the Minimum Dividend Policy in the ITCL LLC Agreement upon an ITC Cellular Change of Control.

1.37 “**Chapter 11 Case**” means chapter 11 case number 09-12118 (KG) commenced by the Debtor in the Bankruptcy Court.

1.38 “**Claim**” means any “claim” against the Debtor as defined in Bankruptcy Code section 101(5).

1.39 “**Claims Objection Bar Date**” means the date that is one hundred and eighty (180) days after the Effective Date or such later date as may be extended by order of the Bankruptcy Court.

1.40 “**Class**” means a category of Holders of Claims or Interests in the Debtor pursuant to section 1122(a) of the Bankruptcy Code, as described in Articles II and III of the Plan.

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1.41 "**Class 5 Collateral**" shall mean the following collateral in which the Debtor, the Reorganized Debtor, CaucusCom and ITC shall grant the Holders of Allowed Class 5 Claims a first priority Lien for so long as any amount remains outstanding under the New MIG Notes: (i) the respective rights of the Reorganized Debtor and ITCL to receive dividends and distributions from their direct subsidiaries and any such dividends and distributions received; (ii) the collateral pledged pursuant to the Stock Pledge Agreements and (iii) a blanket first priority lien on all of the Debtor' s current and after-acquired assets and proceeds thereof, including without limitation cash accounts of the Reorganized Debtor which shall be subject to the Deposit Account Control Agreement.

1.42 "**Class 5 Directors**" means the two members of the New Board designated by the Committee pursuant to Section 5.05 of the Plan and reasonably acceptable to the Debtor, such consent not to be unreasonably withheld, and any successors designated by the Class 5 Trustee in accordance with the provisions of the Class 5 Trust (reasonably acceptable to the Debtor, such consent not to be unreasonably withheld).

1.43 "**Class 5 Trust**" means the trust to be created on the Effective Date in accordance with the Plan and the Class 5 Trust Agreement for the benefit of the Class 5 Trust Beneficiaries.

1.44 "**Class 5 Trust Agreement**" means the trust agreement, in form and substance satisfactory to the Plan Proponents, that, among other things, creates and establishes the Class 5 Trust, and describes the powers, duties and responsibilities of the Class 5 Trustee, which trust agreement shall be substantially in the form filed in the Plan Supplement.

1.45 "**Class 5 Trust Assets**" means the Class 5 Trust Funding Amount and any Claims, Causes of Action and Litigation Rights related to the Change of Control Litigation, including standing to bring the Change of Control Litigation on behalf of the Debtor and its subsidiaries at any time after the Effective Date of the Plan, and standing to assert any Claims, Causes of Action and Litigation Rights in connection therewith, if in the sole discretion of such Class 5 Trustee there is an Event of Default (as defined in the New MIG Notes) or threat of an Event of Default under the New MIG Notes; provided, however, that the Class 5 Trustee may commence such a proceeding anytime after November 1, 2011 regardless of the existence or threat of an Event of Default, unless the Reorganized Debtor has delivered a tolling agreement in form acceptable to the Class 5 Trustee tolling the statute of limitations on behalf of all affected parties for commencement of such an action.

1.46 "**Class 5 Trust Beneficiaries**" means the Holders of New MIG Notes.

1.47 "**Class 5 Trustee**" means the Person selected by the Committee as designated in the Plan Supplement.

1.48 "**Class 5 Trustee' s Counsel**" means the Person selected by the Committee as counsel to the Class 5 Trustee as designated in the Plan Supplement,

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1.49 "**Class 5 Trust Funding Amount**" means $750,000.00 to be provided as of the Effective Date by the Debtor to fund the Class 5 Trust as described in Article V hereof.

1.50 "**Collateral**" means any property or interest in property of the Estate which shall be subject to a Lien to secure the payment or performance of a Claim, which Lien is not subject to avoidance under the Bankruptcy Code or otherwise invalid under the Bankruptcy Code or applicable state law, including the Class 5 Collateral.

1.51 "**Collateral Agent**" means the Person designated as the collateral agent in the New MIG Notes Indenture.

1.52 "**Collateral Documents**" means the New MIG Notes Indenture, the Stock Pledge Agreement(s), the Stock Escrow Agreement, the Deposit Account Control Agreement, the Blanket Lien, and any documents required to deliver and effectuate the granting and perfection of security interests in the Class 5 Collateral pursuant to Section 3.03 (c) of the Plan.

1.53 "**Company Pledge**" shall have the meaning set forth in the definition herein for Stock Pledge Agreements.

1.54 "**Committee**" has the meaning ascribed to it in the Introduction to this Plan.

1.55 "**Common Equity Interest**" means any share of common stock or other instrument evidencing an ownership interest in the Debtor, whether or not transferable, and any option, warrant or right, contractual or otherwise, to acquire any such interest in the Debtor that existed immediately prior to the Effective Date other than the Preferred Equity Interests.

1.56 "**Confirmation**" means the entry of the Confirmation Order on the docket of the Chapter 11 Case, subject to all conditions specified having been (a) satisfied, or (b) waived.

1.57 "**Confirmation Date**" means the date upon which the Bankruptcy Court enters the Confirmation Order on the docket of the Chapter 11 Case, within the meaning of Bankruptcy Rules 5003 and 9021.

1.58 "**Confirmation Hearing**" means the hearing held by the Bankruptcy Court to consider Confirmation of the Plan, as such hearing may be adjourned or continued from time to time.

1.59 "**Confirmation Order**" means the order of the Bankruptcy Court confirming the Plan pursuant to, among others, section 1129 of the Bankruptcy Code.

1.60 "**Consummation**" means the occurrence of the Effective Date as set forth in the Plan.

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1.61 "**Contingent**" means, with reference to a Claim, a Claim that has not accrued or is not otherwise payable and the accrual of which, or the obligation to make payment on which, is dependent upon a future event that may or may not occur.

1.62 "**Creditor**" means any Holder of a Claim.

1.63 "**Cure**" means the Distribution of Cash, or such other property as may be agreed upon by the parties or ordered by the Bankruptcy Court, with respect to the assumption or assumption and assignment of an Executory Contract or Unexpired Lease, pursuant to Bankruptcy Code section 365(b), in an amount equal to all unpaid monetary obligations, without interest, or such other amount as may be agreed upon by the parties, under such Executory Contract or Unexpired Lease, to the extent such obligations are enforceable under the Bankruptcy Code and applicable bankruptcy law.

1.64 "**Debtor**" has the meaning ascribed to it in the Introduction to this Plan.

1.65 "**Debtor Parent Affiliates**" means Caucus Carry, Yola, Caucus Telecom, Gtel, Alan McIntosh, Eugene Jaffe, Edward Spencer-Churchill, Jamal Kahn, Graydon Bellingan, Irakli Rukhadze, and Peter Nagel.

1.66 "**Debtor Parent**" means CaucusCom.

1.67 "**Deposit Account Control Agreement**" means an account control agreement to be delivered by the Reorganized Debtor in favor of Holders of New MIG Notes pursuant to Section 3.03(c) of the Plan, in order to perfect a security interest in any and all of the Reorganized Debtor' s deposit account(s), as defined in Section 9-102(20) of the UCC, as collateral for any and all amounts due under the New MIG Notes and in order to provide for "control" and perfection of such deposit account(s), within the meaning of Section 9-104(a) of the UCC.

1.68 "**Designated Class 5 Observer**" means the person designated by the Class 5 Directors pursuant to Section 5.16 (c) of the Plan to have observer rights at ITCL and Magticom (such person may be one of the Class 5 Directors).

1.69 "**Disallowed**" means, with respect to any Claim or Interest or portion thereof, any Claim against or Interest in the Debtor which: (i) has been disallowed, in whole or part, by a Final Order; (ii) has been withdrawn by agreement of the Holder thereof and the Debtor, in whole or in part; (iii) has been withdrawn, in whole or in part, by the Holder thereof; (iv) if listed in the Schedules as zero or as Disputed, contingent or unliquidated and in respect of which a Proof of Claim or a Proof of Interest, as applicable, has not been timely Filed or deemed timely Filed pursuant to the Plan, the Bankruptcy Code or any Final Order or other applicable law; (v) has been reclassified, expunged, subordinated or estimated to the extent that such reclassification, expungement, subordination or estimation results in a reduction in the Filed amount of any Proof of Claim or Proof of Interest; (vi) is evidenced by a Proof of Claim or a Proof of Interest which has been Filed, or which has been deemed to be Filed under applicable law or order of the Bankruptcy Court or which is required to be Filed by order of the Bankruptcy Court but as to which such Proof of Claim or Proof of Interest was not timely

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or properly Filed; (vii) is unenforceable to the extent provided in section 502(b) of the Bankruptcy Code; (viii) where the Holder of a Claim is a Person or Entity from which property is recoverable under sections 542, 543, 550, or 553 of the Bankruptcy Code or that is a transferee of a transfer avoidable under sections 522(f), 522(h), 544, 545, 547, 548, 549, or 724(a) of the Bankruptcy Code, unless such Person, Entity or transferee has paid the amount, or turned over any such Property, for which such Person, Entity or transferee is liable under section 522(i), 542, 543, 550, or 553 of the Bankruptcy Code; or (ix) is for reimbursement or contribution that is contingent as of the time of allowance or disallowance of such claim. In each case a Disallowed Claim or a Disallowed Interest is disallowed only to the extent of disallowance, withdrawal, reclassification, expungement, subordination or estimation.

1.70 "**Disallowed Claim**" means a Claim, or any portion thereof, that is Disallowed.

1.71 "**Disallowed Interest**" means an Interest, or any portion thereof, that is Disallowed.

1.72 "**Disbursing Agent**" means the Reorganized Debtor or any Person or Persons designated by the Debtor or the Reorganized Debtor, in its discretion, to serve as disbursing agent under the Plan with respect to Distributions to Holders in particular Classes of Claims; which may include, without limitation, the claims agent, *except that with respect to Allowed Class 5 Claims the Disbursing Agent shall make any payments to the Indenture Trustee under the New MIG Notes Indenture for Pro Rata distribution by the Indenture Trustee to holders of New MIG Notes.*

1.73 "**Disclosure Statement**" means the disclosure statement for the Plan, as amended, supplemented or modified from time to time, describing the Plan, that is prepared and distributed in accordance with, among others, sections 1125, 1126(b) and 1145 of the Bankruptcy Code, Bankruptcy Rule 3018 and other applicable law.

1.74 "**Disputed Claim**" means (a) if no Proof of Claim has been Filed by the applicable Bar Date or has otherwise been deemed timely Filed under applicable law: (i) a Claim that is listed on the Debtor' s Schedules as other than disputed, contingent or unliquidated, but as to which the Debtor or Reorganized Debtor or, prior to the Confirmation Date, any other party in interest, has Filed an objection by the Claims Objection Bar Date, and such objection has not been withdrawn or denied by a Final Order; or (ii) a Claim that is listed on the Debtor' s Schedules as disputed, contingent or unliquidated; or (b) if a Proof of Claim or request for payment of an Administrative Claim has been Filed by the applicable Bar Date or has otherwise been deemed timely Filed under applicable law: (i) a Claim for which no corresponding Claim is listed on the Debtor' s Schedules; (ii) a Claim for which a corresponding Claim is listed on the Debtor' s Schedules as other than disputed, contingent or unliquidated, but the nature or amount of the Claim as asserted in the Proof of Claim varies from the nature and amount of such Claim as it is listed on the Schedules; (iii) a Claim for which a corresponding Claim is listed on the Debtor' s Schedules as disputed, contingent or unliquidated; (iv) a Claim for which an objection has been Filed by the Debtor or Reorganized Debtor or,

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prior to the Confirmation Date, any other party-in-interest, by the Claims Objection Bar Date, and such objection has not been withdrawn or denied by a Final Order; (v) a Claim which asserts it is contingent or unliquidated in whole or in part; or (vi) a tort claim.

1.75 "**Disputed Claim Amount**" means (a) if a liquidated amount is set forth in the Proof of Claim relating to a Disputed Claim, (i) the liquidated amount set forth in the Proof of Claim relating to the Disputed Claim; (ii) an amount agreed to by the Debtor with approval of the Committee, or the Reorganized Debtor, with approval of each Class 5 Director, as applicable, and the Holder of such Disputed Claim; or (iii) if a request for estimation is Filed by any party, the amount at which such Disputed Claim is estimated by the Bankruptcy Court; (b) if no liquidated amount is set forth in the Proof of Claim relating to a Disputed Claim, (i) an amount agreed to by the Debtor with approval of the Committee, or the Reorganized Debtor with approval of each Class 5 Director, as applicable, and the Holder of such Disputed Claim or (ii) the amount estimated by the Bankruptcy Court with respect to such Disputed Claim; or (c) zero, if the Disputed Claim was listed on the Schedules as unliquidated, contingent or disputed and no Proof of Claim was Filed, or deemed to have been Filed, by the applicable Bar Date and the Claim has not been resolved by written agreement of the parties or an order of the Court.

1.76 "**Disputed Claims Reserve**" means the reserve of Cash established and maintained by the Debtor with approval of the Committee prior to the Effective Date, or the Reorganized Debtor with approval of each Class 5 Director after the Effective Date, to pay Disputed Claims upon allowance by the Bankruptcy Court.

1.77 "**Distribution**" means any distribution pursuant to the Plan to the Holders of Allowed Claims against or Interests in the Debtor.

1.78 "**Distribution Date**" means, (i) when used with respect to an Allowed Claim or an Allowed Interest, the Initial Distribution Date and any date after the Effective Date upon which a Distribution is made by the Disbursing Agent in accordance with the Plan which is the latest to occur of: (a) the Initial Distribution Date; (b) the date that is ten (10) Business Days after the date after such Claim or Interest becomes an Allowed Claim or an Allowed Interest by a Final Order; or (c) the date that such Claim becomes payable under any agreement between the Debtor and the Holder of such Claim.

1.79 "**Distribution Record Date**" means August 16, 2010, the record date for determining entitlement to receive Distributions under the Plan on account of Allowed Claims and/or Allowed Interests and for closing of the claims registers for all Claims pursuant to Section 7.08 of the Plan.

1.80 "**Effective Date**" means the first Business Day following the date on which all conditions to Consummation set forth in Section 9.02 of the Plan have been satisfied or, if capable of being duly and expressly waived, as provided in Section 9.04 of the Plan, any conditions to the occurrence of consummation set forth in the Plan has been satisfied or waived.

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1.81 "**Entity**" means a Person, estate, trust, governmental unit, and U.S. Trustee, within the meaning of Bankruptcy Code section 101(15).

1.82 "**Estate**" means the estate of the Debtor in the Chapter 11 Case, created pursuant to section 541 of the Bankruptcy Code.

1.83 "**Excess Cash**" means (i) all cash held by the Debtor and its subsidiaries including ITC on the Effective Date plus (ii) the Debtor' s Proportional Interest in cash held by ITCL on the Effective Date, plus (iii) the Debtor' s Proportional Interest in Surplus Cash (as such term is defined in Section 2.7(a) of the ITCL LLC Agreement) at Magticom on the Effective Date, including dividends due from Magticom to ITC or the Debtor in accordance with clause 2.7(c) of the ITCL LLC Agreement plus (iv) the Debtor' s Proportional Interest in cash held by other entities indirectly held by the Debtor as of the Effective Date; minus (x) Distributions due under the Plan on the Effective Date, (y) the Reserves set forth in Section 8.03 of the Plan, and (z) the amount of Cash on hand the Debtor is authorized to retain on the Effective Date as set forth in the Agreed Budget plus (v) any funds in the Disputed Claims Reserve at any time after the Effective Date in excess of the Disputed Claims Amount required to be distributed to the Indenture Trustee under the New MIG Notes Indenture as Excess Cash pursuant to Section 8.03(c) of the Plan. Notwithstanding the foregoing, in the event that any Excess Cash is held at Magticom that the Debtor' s designated directors at ITCL cannot cause the distribution of such Excess Cash to the Debtor as of the Effective Date, such withheld Excess Cash (the "**Withheld Excess Cash**") shall be distributed to the Holders of Allowed Class 5 Claims as set forth in Section 3.03(c) of the Plan and the New MIG Notes Indenture. The Debtor will provide an estimate of Excess Cash and Withheld Excess Cash in the Plan Supplement.

1.84 "**Exculpated Parties**" means the (a) Debtor; (b) Reorganized Debtor; (c) Committee; and (d) each Indemnified Person.

1.85 "**Executory Contract**" means a contract to which the Debtor is a party that is subject to assumption or rejection under section 365 of the Bankruptcy Code.

1.86 "**Exhibit Filing Date**" means the date on which exhibits to the Plan or the Disclosure Statement shall be Filed with the Bankruptcy Court, which date shall be not later than ten (10) days prior to the Voting Deadline or such later date as may be established by order of the Bankruptcy Court.

1.87 "**Face Amount**" means (a) when used in reference to a Disputed Claim, the Disputed Claim Amount and (b) when used in reference to an Allowed Claim, the Allowed Claim amount.

1.88 "**File, Filed or Filing**" means file, filed or filing with the Bankruptcy Court in the Chapter 11 Case; provided, however, that with respect to Proofs of Claim and Proofs of Interest only, "Filed" shall mean delivered and received in the manner provided in any order approving the Bar Date or the Administrative Claims Bar Date.

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1.89 "**Final Order**" means an order, ruling, judgment, the operation or effect of a judgment or other decree issued and entered by the Bankruptcy Court or by any state or other federal court or other court of competent jurisdiction which has not been reversed, vacated, stayed, modified or amended and as to which (i) the time to appeal or petition for review, rehearing, certiorari, reargument or retrial has expired and as to which no appeal or petition for review, rehearing, certiorari, reargument or retrial is pending or (ii) any appeal or petition for review, rehearing, certiorari, reargument or retrial has been finally decided and no further appeal or petition for review, rehearing, certiorari, reargument or retrial can be taken or granted; provided, however, that the possibility that a motion under Rule 59 or Rule 60 of the Federal Rules of Civil Procedure, or any analogous rule under the Bankruptcy Rules, may be filed with respect to such order or judgment shall not cause such order or judgment not to be a Final Order.

1.90 "**General Unsecured Claim**" means any Unsecured Claim against the Debtor that is not a Priority Claim, Supplemental Employee Retirement Claim or Preferred Shareholder Claim.

1.91 "**Georgia**" means the Republic of Georgia, a country in the Caucasus region between Russia, Turkey and Azerbaijan.

1.92 "**Gtel**" means Gtel L.P., a British Virgin Islands limited partnership having an address at 78 Pall Mall, London SW1 5ES.

1.93 "**Holder**" means the legal or beneficial holder of a Claim or Interest (and, when used in conjunction with a Class or type of Claim or Interest, means a Holder of a Claim or Interest in such Class or of such type).

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

1.95 "**Impaired Class**" means a Class or Claims or Interests that are Impaired.

1.96 "**Indemnification Obligation**" means any obligation of the Debtor to indemnify, reimburse, advance expenses or provide contribution to or with respect to any Indemnified Person, pursuant to by-laws, articles of incorporation, agreements, contracts, common law or otherwise, to the extent permitted under applicable state law, as of immediately prior to the Petition Date.

1.97 "**Indemnified Person**" means all officers, directors, employees, members, attorneys, actuaries, financial advisors, accountants, investment bankers, agents, professionals and representatives of the Debtor and of the Committee as of the Petition Date and through the Effective Date (in each case in his, her or its capacity as such); provided, however, that Paul, Weiss, Rifkind, Wharton & Garrison, LLP is not an Indemnified Person.

1.98 "**Indenture Trustee**" means the Person that is the indenture trustee under the New MIG Notes Indenture.

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1.99 "**Initial Distribution Date**" means the Effective Date when used with respect to a Claim that is an Allowed Claim or an Allowed Interest as of the Effective Date, or as soon as reasonably practicable after the Effective Date, but in any event not later than ten (10) days after the Effective Date.

1.100 "**Insider**" shall have the same meaning set forth in section 101(31) of the Bankruptcy Code, 11 U.S.C. § 101(31).

1.101 "**Insured Claim**" means any Allowed Claim or portion of an Allowed Claim (other than a Secured Workers' Compensation Obligation Claim) that is insured under the Debtor' s insurance policies, but only to the extent of such coverage.

1.102 "**Intercompany Claims**" means all Claims held by the Debtor (or any subsidiary or Affiliate of the Debtor) against any or all Affiliates of the Debtor, including, without limitation, all derivative Claims asserted by or on behalf of one Debtor against the other.

1.103 "**Interest**" means the legal interests, equitable interests, contractual interests, equity interests or ownership interests, or other rights of any Person in any other Person including all capital stock, stock certificates, common stock, preferred stock, partnership interests, limited liability company or membership interests, rights, treasury stock, options, warrants, contingent warrants, convertible or exchangeable securities, investment securities, subscriptions or other agreements and contractual rights to acquire or obtain such an interest or share in any other Person, partnership interests in any other Person' s stock appreciation rights, conversion rights, repurchase rights, redemption rights, dividend rights, preemptive rights, subscription rights and liquidation preferences, puts, calls, awards or commitments of any character whatsoever relating to any such equity, common stock, preferred stock, ownership interests or other shares of capital stock in any other Person or obligating such other Person to issue, transfer or sell any shares of capital stock whether or not certificated, transferable, voting or denominated "stock" or a similar security.

1.104 "**ITC**" means ITC Cellular, LLC, a Delaware limited liability company wholly owned by the Debtor as of the Petition Date through certain intermediate wholly owned subsidiaries of the Debtor, and owner of a 46% Proportional Interest in Magticom as of the Petition Date.

1.105 "**ITC Pledge**" shall have the meaning set forth in the definition herein for Stock Pledge Agreements.

1.106 "**ITCL**" means International Telcell Cellular, LLC, a limited liability company in which the Debtor holds an indirect 46% limited liability company interest.

1.107 "**ITCL LLC Agreement**" means the Second Amended and Restated Limited Liability Company Agreement of ITCL dated January 15, 2009

1.108 "**Judgment Holders**" means the entities named in the Appraisal Judgment including in Appendix A thereto.

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1.109 "**Lien**" means, with respect to any asset or Property (or the rents, revenues, income, profits or proceeds therefrom), and in each case, whether the same is consensual or nonconsensual or arises by contract, operation of law, legal process or otherwise: (a) any and all mortgages or hypothecation to secure payment of a debt or performance of an obligation, liens, pledges, attachments, charges, leases evidencing a capitalizable lease obligation, conditional sale or other title retention agreement, or other security interest or encumbrance or other legally cognizable security devices of any kind in respect of any asset or Property, or upon the rents, revenues, income, profits or proceeds therefrom; or (b) any arrangement, express or implied, under which any Property is transferred, sequestered or otherwise identified for the purpose of subjecting or making available the same for the payment of debt or performance of any other obligation in priority to the payment of general unsecured creditors; provided, however, that a lien that has or may be avoided pursuant to any Avoidance Action shall not constitute a lien hereunder.

1.110 "**Litigation Rights**" means the Causes of Action, including the Malpractice Action, that the Debtor or the Estate may hold against any Person or Entity (except to the extent expressly released under the Plan), including, without limitation, Avoidance Actions (except with respect to the Avoidance Actions, if any, waived under the Plan).

1.111 "**Magticom**" means Magticom Ltd., a mobile telephony company located in Georgia which is 51% owned by ITCL and 49% owned by ITCL' s wholly owned subsidiary, Telcell Wireless LLC.

1.112 "**Malpractice Action**" means the litigation filed by the Debtor against Paul, Weiss, Rifkind, Wharton & Garrison, LLP, and currently pending in the U.S. District Court for the Southern District of New York, Civil Action No. 1:09-cv-05593 (GEL).

1.113 "**Management Incentive Plan**" means the management incentive award plan, as determined and approved by the New Board and implemented pursuant to Section 5.07 of this Plan after the Effective Date, but only to the extent such plan is approved by the Committee prior to the Effective Date or by the two Class 5 Directors after the Effective Date, as part of the Agreed Budget, for so long as the New MIG Notes remain outstanding; provided, however, any Management Incentive Plan that does not contemplate any payment until after the payment in full of the New MIG Notes may be adopted without the consent of either the Committee or the Class 5 Directors.

1.114 "**Meeting of the Partners**" means a meeting (whether in person or by telephone) at which the following are present: (i) at least two of the Directors appointed by ITC to the ITCL Board of Directors, either as a Director or Alternate Director, under Section 2.1(a) of the ITCL LLC Agreement and (ii) Dr. George Jokhtaberidze or any DGJ Director appointed by him under section 2.1(a) of the ITCL LLC Agreement held to have material discussions on material decisions related to the business or affairs of Magticom and/or ITCL, including: (i) any material proposed merger transactions, acquisition transactions, financing transactions, or sale transactions; (ii) the IPO

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contemplated under the PSA; (iii) capital expenditures not contemplated in the Five Year Business Plan of Magticom attached as Exhibit E to the Disclosure Statement; or (iv) any of the following as defined in the ITCL LLC Agreement: (a) the Annual Budgets for Magticom or ITCL, (b) a determination of Surplus Cash, (c) the Dividend Policy, (d) the Minimum Dividend, or (e) any dividends payable under the ITCL LLC Agreement.

1.115 "**New Board**" means the board of managers of the Reorganized Debtor, to be constituted as of the Effective Date pursuant to Section 5.05 of the Plan.

1.116 "**New Common LLC Interests**" means the common limited liability company interests in the Reorganized Debtor (as diluted by the New Warrants) issued by the Reorganized Debtor on the Distribution Date to the Holders of Allowed Class 6 Interests. The Common Membership Interests will be represented by "Units."

1.117 "**New Corporate Governance Documents**" means (i) the certificate of formation and the certificate of conversion of the Reorganized Debtor substantially in the form set forth in the Plan Supplement, and (ii) the Operating Agreement.

1.118 "**New MIG Notes**" means the secured debt instruments to be issued by the Reorganized Debtor and ITC on the Distribution Date to the Holders of Allowed Class 5 Claims pursuant to the New MIG Notes Indenture in a principal amount equal to the aggregate amount of all Allowed Preferred Shareholder Claims, less the aggregate amount of Excess Cash distributed to Allowed Class 5 Claims on the Effective Date (not including any Withheld Excess Cash).

1.119 "**New MIG Notes Indenture**" means the indenture, substantially in the form set forth in the Plan Supplement, to be entered into by the Reorganized Debtor and the Indenture Trustee as of the Effective Date, pursuant to which the New MIG Notes are to be issued.

1.120 "**New Warrant Agreement**" means the warrant agreement to be entered into by the Reorganized Debtor and the warrant agent as of the Effective Date substantially in the form set forth in the Plan Supplement and pursuant to which the New Warrants are to be issued.

1.121 "**New Warrants**" means the warrants to be issued by the Reorganized Debtor on the Distribution Date to the Holders of Class 5 Allowed Claims pursuant to the New Warrant Agreement the material terms of which shall include the following: (i) 5% of New Common LLC Interests for years 1 through 3 following the Effective Date; (ii) an additional 2.5% of New Common LLC Interests to be granted upon interest step up under the New MIG Notes; (iii) strike price of $225 million equity value in Reorganized Debtor; (iv) expiration six (6) years after the Effective Date; (v) detachable; and (vi) cash settlement, as more fully described the Disclosure Statement and the New Warrant Agreement.

1.122 "**Non-Appraisal Claims**" means Claims against the Debtor arising from the ownership of the Preferred Equity Interests prior to the Effective Date that are not

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Appraisal Claims, only to the extent such claims are the subject of a timely filed proof of claim that is Allowed.

1.123 "**Operating Agreement**" means the limited liability company agreement of the Reorganized Debtor, in form acceptable to the Committee, to be filed as part of the Plan Supplement, as the same may be amended pursuant to the Plan or otherwise from time to time, provided that so long as any amount is outstanding under the New MIG Notes any such amendment or modification shall require approval of the two Class 5 Directors.

1.124 "**Other Priority Claims**" means any and all Allowed Claims accorded priority in right of payment under section 507(a) of the Bankruptcy Code, other than a Priority Tax Claim.

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

1.126 "**Petition Date**" means June 18, 2009, the date on which the Debtor Filed its petition for relief commencing the Chapter 11 Case.

1.127 "**Plan**" means this joint, second amended plan of reorganization under chapter 11 of the Bankruptcy Code, as it may be altered, amended, modified or supplemented from time to time including in accordance with any Plan Supplement and the Bankruptcy Code or the Bankruptcy Rules.

1.128 "**Plan Proponents**" means the Debtor and the Committee.

1.129 "**Plan Supplement**" means the supplement to the Plan to be Filed as provided in Sections 11.16 of this Plan.

1.130 "**Preferred Equity Interests**" means the outstanding 7.25% Cumulative Convertible Preferred Stock of the Debtor.

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1.131 "**Preferred Shareholder Claims**" means all Allowed Appraisal Claims and Allowed Non-Appraisal Claims.

1.132 "**Priority Tax Claim**" means any and all Claims of a governmental unit of the kind specified in section 507(a)(8) of the Bankruptcy Code.

1.133 "**Professional**" means any professional employed in this Chapter 11 Case pursuant to Bankruptcy Code sections 327, 328, or 1103.

1.134 "**Professional Fee Claim**" means a Claim of a Professional for compensation for services rendered or reimbursement of costs, expenses, or other charges incurred after the Petition Date and on or before the Effective Date.

1.135 "**Professional Fee Reserve**" means the reserve of Cash established and maintained by the Debtor or the Reorganized Debtor to pay Allowed Professional Fee Claims.

1.136 "**Proof of Claim**" means a proof of claim Filed with the Bankruptcy Court or its duly appointed claims agent in connection with the Chapter 11 Case.

1.137 "**Proof of Interest**" means a proof of interest Filed with the Bankruptcy Court or its duly appointed claims agent in connection with the Chapter 11 Case.

1.138 "**Pro Rata**" means with respect to any Distribution to a Class under the Plan, the ratio (expressed as a percentage) of the amount of an Allowed Claim in such Class to the aggregate amount of all Allowed Claims plus the Disputed Claim Amount of all Disputed Claims in the same Class.

1.139 "**Proportional Interest**" means the percentage interest of equity or cash, as applicable, owned by the Reorganized Debtor or its subsidiaries calculated by dividing the number of Interests owned by the Debtor or its subsidiaries divided by the total Interests issued in the subject entity. For the avoidance of doubt, the Debtor' s indirect Proportional Interest in each of ITCL and Magticom is 46% as of the Effective Date.

1.140 "**PSA**" means the Purchase and Sale Agreement entered into contemporaneously with the ITCL LLC Agreement between ITC and Dr. George Jokhtaberidze dated January 15, 2009.

1.141 "**Releasee**" has the meaning ascribed to such term in Section 11.10(b) of the Plan.

1.142 "**Reinstated**" means (i) leaving unaltered the legal, equitable and contractual rights to which a Claim or Interest entitles the Holder so as to leave such Claim or Interest Unimpaired in accordance with Bankruptcy Code section 1124; or (ii) notwithstanding any contractual provision or applicable law that entitles the Holder of such Claim or Interest to demand or receive accelerated payment of such Claim or Interest after the occurrence of a default (a) curing any such default that occurred before or after the Petition Date, other than a default of a kind specified in Bankruptcy Code

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section 365(b)(2); (b) reinstating the maturity of such Claim or Interest as such maturity existed before such default; (c) compensating the Holder of such Claim or Interest for any damages incurred as a result of any reasonable reliance by such Holder on such contractual provision or such applicable law; and (d) not otherwise altering the legal, equitable, or contractual rights to which such Claim or Interest entitles the Holder of such Claim or Interest; provided, however, that any contractual right that does not pertain to the payment when due of principal and interest on the obligation on which such Claim or Interest is based, including, but not limited to, financial covenant ratios, negative pledge covenants, covenants or restrictions on merger or consolidation and affirmative covenants regarding corporate existence prohibiting certain transactions or actions contemplated by the Plan, or conditioning such transactions or actions on certain factors, shall not be required to be reinstated in order to accomplish reinstatement.

1.143 "**Reorganized Debtor**" means the Debtor as reorganized upon the Effective Date pursuant to this Plan including Section 5.12(b) of this Plan.

1.144 "**Schedules**" means the schedules of assets and liabilities, schedules of Executory Contracts and Unexpired Leases and statements of financial affairs Filed by the Debtor pursuant to section 521 of the Bankruptcy Code and in substantial accordance with the Official Bankruptcy Forms, as the same may have been amended, modified or supplemented from time to time.

1.145 "**Secured Claim**" means a Claim that is secured by a Lien which is not subject to avoidance under the Bankruptcy Code or otherwise invalid under the Bankruptcy Code or applicable state law, on property in which the Estate has an interest, or a Claim that is subject to setoff under section 553 of the Bankruptcy Code; to the extent of the value of the Holder's interest in the Estate's interest in such property or to the extent of the amount subject to setoff, as applicable; as determined by a Final Order pursuant to section 506(a) of the Bankruptcy Code, or in the case of setoff, pursuant to section 553 of the Bankruptcy Code, or in either case as otherwise agreed upon in writing by the Debtor or the Reorganized Debtor and the Holder of such Claim. The amount of any Claim that exceeds the value of the Holder's interest in the Estate's interest in property or the amount subject to setoff shall be treated as a General Unsecured Claim.

1.146 "**Secured Workers' Compensation Obligations**" means Claims arising out of and related to workers' compensation asserted by former employees of the Debtor.

1.147 "**SERP Catch-up Payment**" means an amount equal to the total monthly payments a Holder of a Supplemental Employee Retirement Claim would have been entitled to from the Petition Date through the Effective Date, without interest, to be established by agreement of a Holder of a Supplemental Employee Retirement Claim and the Debtor, with consent of the Committee prior to the Effective Date, or the Reorganized Debtor with consent of each Class 5 Director after the Effective Date, or by a Final Order of the Court.

1.148 "**Settlement Agreement**" means that certain Settlement Agreement dated June 28, 2010, a true and correct copy of which is attached as Exhibit F to the Disclosure

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Statement, that settles the Trustee Motion and the Standing Motion, through the agreement on the principal terms of the Plan and the New MIG Notes.

1.149 "**Settlement Share Price**" shall mean the price per share provided under the terms of the Appraisal Judgment for all Holders of Appraisal Claims plus interest owed by the Debtor pursuant to the Appraisal Judgment through the Effective Date of the Plan, as set forth in Schedule 3 to the Plan.

1.150 "**Solicitation Procedures Order**" means Order (I) Approving The Second Amended Disclosure Statement; (II) Establishing Procedures For Solicitation And Tabulation Of Votes To Accept Or Reject The Joint Second Amended Plan, Including (A) Approving Form And Manner Of Solicitation Procedures, (B) Approving Form And Manner Of Notice Of The Confirmation Hearing, (C) Establishing Record Date And Approving Procedures For Distribution Of Solicitation Packages, (D) Approving Forms Of Ballots, (E) Establishing Voting Deadline And (F) Approving Procedures For Vote Tabulations; (III) Establishing Deadline And Procedures For Filing Objections To (A) Confirmation Of The Plan And (B) Proposed Cure Amounts Related To The Assumed Contracts; And (IV) Granting Related Relief, dated August 19, 2010 [Docket No. 947].

1.151 "**Special Litigation Committee**" means the Special Litigation Committee authorized by the Debtor' s Board of Directors on or about November 12, 2009 which consists of directors Alan Greene and Wayne Henderson.

1.152 "**Standing Motion**" means the Committee' s Motion for Order Granting the Committee Standing to (I) Prosecute Actions On Behalf of the Debtor' s Estate; and (II) Seek a Temporary Restraining Order, Preliminary Injunction and Other Related Relief [Docket No. 310] in the Chapter 11 Case and related pleadings.

1.153 "**Stock Pledge Agreement(s)**" mean(s) the Stock Pledge Agreement(s), in form acceptable to the Committee, to be filed as part of the Plan Supplement, to be executed and delivered by the Reorganized Debtor, ITC and CaucusCom, as applicable, in favor of the Collateral Agent, as secured party for the benefit of the holders of the New MIG Notes, as collateral for the New MIG Notes, which shall include pledges in favor of the Collateral Agent, as secured party for the holders of the New MIG Notes, of all of the following: (A) all of the Interests in the Reorganized Debtor by CaucusCom (the "CaucusCom Pledge"); (B) all of the Interests in ITC by the Reorganized Debtor (the "Company Pledge"); and (C) all of the Equity Securities (as defined in the ITCL LLC Agreement) owned by ITC in ITCL which pledge shall be deemed to comply with section 4.1(c) of the ITCL LLC Agreement as provided in Section 5.04 (c) of the Plan (the "ITC Pledge").

1.154 "**Stock Escrow Agreement(s)**" mean(s) the Escrow Agreement(s), in form acceptable to the Committee, to be filed as part of the Plan Supplement, to be executed in favor of the Holders of New MIG Notes pursuant to Section 3.03(c) of the Plan, as part of the Class 5 Collateral for the New MIG Notes, the parties to which shall consist of a third party escrow agent selected by the Committee, the Indenture Trustee, the Class 5 Trustee, CaucusCom, and the Reorganized Debtor for the purpose of holding

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the certificated Interests in ITC, ITCL and Reorganized MIG in escrow pursuant to the terms of the New MIG Notes Indenture and the Class 5 Trust for so long as any amounts are outstanding under the New MIG Notes.

1.155 "**Supplemental Employee Retirement Benefits**" means the monthly pension and retiree obligations of the Debtor arising from benefits offered by the Debtor to certain executives over the course of the Debtor' s history.

1.156 "**Supplemental Employee Retirement Claims**" means Claims against the Debtor arising from Supplemental Employee Retirement Benefits by the parties listed on Schedule IV to the Plan.

1.157 "**Top-Up Share**" means, for each Holder of an Appraisal Claim or Non-Appraisal Claim: (x) $4 million, multiplied by (y) (i) the amount of such Holder' s Claim (without taking into account any Top-Up Share) divided by (ii) the total amount of all such Holders' Claims (without taking into account any Top-Up Share).

1.158 "**Trustee Motion**" means the Committee' s Motion for Order, Pursuant to Sections 105(a), 1104(a), 1121(c)(1) and (d)(1) and 1112(b) of title 11 of the United States Code, Appointing a Chapter 11 Trustee and Terminating the Debtor' s Exclusivity to File a Plan or, in the Alternative, Dismissing Chapter 11 Case for Cause, Docket No. 78 in the Chapter 11 Case and related pleadings.

1.159 "**UCC**" means the Uniform Commercial Code as adopted by the State of New York, NY UCC §§ 1-101, *et seq.*

1.160 "**Unexpired Lease**" means a lease of non-residential real property to which the Debtor is a party that is subject to assumption or rejection under section 365 of the Bankruptcy Code.

1.161 "**Unimpaired**" means Claims in an Unimpaired Class.

1.162 "**Unimpaired Class**" means an unimpaired Class within the meaning of section 1124 of the Bankruptcy Code.

1.163 "**Unknown Contract**" has the meaning ascribed to such term in Section 6.08(b) of the Plan.

1.164 "**Unsecured Claim**" means a Claim arising prior to the Petition Date against the Debtor that is neither a Secured Claim nor entitled to priority under section 507 of the Bankruptcy Code or any order of the Bankruptcy Court, which Claim may be a General Unsecured Claim.

1.165 "**U.S. Trustee**" means the Office of the United States Trustee for the District of Delaware.

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1.166 "**Voting Deadline**" means September 23, 2010 at 5:00 p.m. Eastern Time, the date and time by which all Ballots to accept or reject the Plan must be received in order to be counted, as set forth by the Solicitation Procedures Order.

1.167 "**Withheld Excess Cash**" shall have the meaning set forth in the definition of Excess Cash hereinabove.

1.168 "**Yola**" means Yola Investments SARL, a company incorporated in Luxembourg with its registered office at 6, rue Adolphe Fischer, L-1520 Luxembourg.

ARTICLE II

CLASSIFICATION OF CLAIMS AND INTERESTS IN THE DEBTOR

Section 2.01. Introduction

(a) All Claims and Interests in the Debtor, except Administrative Claims and Priority Tax Claims, are placed in the Classes set forth below. In accordance with Bankruptcy Code section 1123(a)(1), Administrative Claims and Priority Tax Claims have not been classified, and the respective treatment of such unclassified Claims is set forth below in Section 3.01 of the Plan.

(b) A Claim or Interest is placed in a particular Class only to the extent that the Claim or Interest falls within the description of that Class, and is classified in other Classes to the extent that any portion of the Claim or Interest falls within the description of such other Classes. A Claim is also placed in a particular Class for the purpose of receiving Distributions pursuant to the Plan only to the extent that such Claim is an Allowed Claim in that Class and such Claim has not been paid, released, or otherwise settled prior to the Effective Date.

Section 2.02. Unclassified Claims (not entitled to vote on the Plan)

(a) Administrative Claims

(b) Priority Tax Claims

Section 2.03. Unimpaired Classes of Claims and Interests in the Debtor (deemed to have accepted the Plan and, therefore, not entitled to vote on the Plan)

(a) Class 1. Other Priority Claims

(b) Class 2. Secured Workers' Compensation Obligations Claims

(c) Class 3. General Unsecured Claims

(d) Class 4. Supplemental Employee Retirement Claims

Section 2.04. Impaired/Voting Classes of Claims

(a) Class 5. Preferred Shareholder Claims

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(b) Class 6. Common Equity Interests

ARTICLE III

TREATMENT OF CLAIMS AND INTERESTS IN THE DEBTOR

Section 3.01. Unclassified Claims

(a) Administrative Claims

Except to the extent that an Allowed Administrative Claim has been paid prior to the Initial Distribution Date, except as otherwise provided for herein (including Section 11.02 with respect to Professional Fee Claims) or unless otherwise agreed to by the Debtor and the Holder of an Allowed Administrative Claim, each Holder of an Allowed Administrative Claim shall be entitled to receive in full and complete settlement, release, and discharge of such Claim, payment in full in Cash of the unpaid portion of an Allowed Administrative Claim on the Distribution Date.

(b) ***Priority Tax Claims***

Except to the extent that an Allowed Priority Tax Claim has been paid prior to the Initial Distribution Date or unless otherwise agreed to by the Debtor and the Holder of an Allowed Priority Tax Claim, each Holder of an Allowed Priority Tax Claim shall be entitled to receive in full and complete settlement, release, and discharge of such Claim, payment in Cash of the unpaid portion of an Allowed Priority Tax Claim on the Distribution Date.

Section 3.02. Unimpaired Classes of Claims and Interests in the Debtor

(a) Class 1: Other Priority Claims

Classification: Class 1 consists of Other Priority Claims against the Debtor.

Treatment: The legal, equitable and contractual rights of the Holders of Allowed Class 1 Claims will be unaltered by the Plan. Unless otherwise agreed to by the Holders of the Allowed Class 1 Claims and the Debtor, each Holder of an Allowed Class 1 Claim shall receive in full, final and complete satisfaction, settlement, release, and discharge of such Allowed Class 1 Claim, payment of the Allowed Class 1 Claim in full in Cash on the Distribution Date.

Voting: Class 1 is Unimpaired, and the Holders of Class 1 Claims will be conclusively deemed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, the Holders of Class 1 Claims will not be entitled to vote to accept or reject the Plan.

(b) Class 2: Secured Workers' Compensation Obligations Claims

Classification: Class 2 consists of Secured Workers' Compensation Obligations Claims against the Debtor.

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Treatment: Each Holder of an Allowed Class 2 Claim shall have its Claim Reinstated and shall receive, in full, final and complete satisfaction, settlement, release, and discharge of such Allowed Class 2 Claim and on account of its Allowed Class 2 Claim, Cash payments in the ordinary course as set forth in the Order Authorizing the Debtor to Pay Certain Prepetition Workers' Compensation Obligations in the Ordinary Course of Business Pursuant to Sections 105(a) and 363 of the Bankruptcy Code [Docket No. 97].

Voting: Class 2 is Unimpaired, and the Holders of Class 2 Claims will be conclusively deemed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, the Holders of Class 2 Claims will not be entitled to vote to accept or reject the Plan.

(c) Class 3: General Unsecured Claims

Classification: Class 3 consists of General Unsecured Claims against the Debtor.

Treatment: Each Holder of an Allowed Class 3 Claim shall be paid in Cash on the Distribution Date, one hundred percent (100%) of the Allowed amount of its Class 3 Claim in full, final and complete satisfaction, settlement, release, and discharge of such Allowed Class 3 Claim; plus simple interest at the post-judgment interest rate provided for in 28 U.S.C. 1961 (on the Petition Date) on the unpaid principal amount of such Allowed Claim from the Petition Date to and including the Effective Date.

Voting: Class 3 is Unimpaired, and the Holders of Class 3 Claims will be conclusively deemed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, the Holders of Class 3 Claims will not be entitled to vote to accept or reject the Plan.

(d) Class 4: Supplemental Employee Retirement Claims

Classification: Class 4 consists of Supplemental Employee Retirement Claims against the Debtor.

Treatment: Each Holder of an Allowed Class 4 Claim shall receive, in full, final and complete satisfaction, settlement, release, and discharge of such Allowed Class 4 Claim and on account of its Allowed Class 4 Claim, (i) its SERP Catch-up Payment, and (ii) monthly Cash payments on account of the Supplemental Employee Retirement Benefits due in the ordinary course after the Effective Date; plus simple interest on the SERP Catch-Up Payment from the Petition Date, or such later date that such payment was originally due, to and including the Effective Date, at the post-judgment interest rate provided for in 28 U.S.C. 1961 (on the Petition Date) on the unpaid principal amount of such Allowed Claim.

Voting: Class 4 is Unimpaired, and the Holders of Class 4 Claims will be conclusively deemed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, the Holders of Class 4 Claims will not be entitled to vote to accept or reject the Plan.

Section 3.03. Impaired/Voting Classes of Claims and Interests in the Debtor

(a) Class 5: Preferred Shareholder Claims

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Classification: Class 5 consists of the Allowed Preferred Shareholder Claims.

Treatment: On the Effective Date, each Holder of an Allowed Class 5 Claim shall be entitled to receive, in full, final and complete satisfaction, settlement, release, and discharge of such Allowed Class 5 Claim, subject to the provisions of Section 11.10 of the Plan, its Pro Rata share of:

(i) the New MIG Notes to be issued pursuant to Section 5.04 of the Plan and secured by the Class 5 Collateral as provided in the New MIG Notes Indenture, the Stock Pledge Agreement(s), the Stock Escrow Agreement(s), the Deposit Account Control Agreement and the Blanket Lien,

(ii) the New Warrants to be issued pursuant to Section 5.04 of the Plan,

(iii) Beneficial Interests in the Class 5 Trust to be established pursuant to Section 5.08 of the Plan; and

(iv) the Excess Cash not including any Withheld Excess Cash, provided however, that any Withheld Excess Cash shall be paid to the Holders of Allowed Class 5 Claims as follows:

(A) Effective as of the Effective Date, the principal amount of the New MIG Notes shall be increased by the amount of the Withheld Excess Cash; and

(B) The amount of the Withheld Excess Cash shall be transferred to the Indenture Trustee by not later than fifteen (15) days after received by the Reorganized Debtor and in any event by not later than one (1) year after the Effective Date pursuant to the Mandatory Redemption Provisions of the New MIG Notes and New MIG Notes Indenture. The Indenture Trustee shall use such Withheld Excess Cash to redeem New MIG Notes Pro Rata at the next scheduled Interest Payment Date under the New MIG Notes Indenture.

The Reorganized Debtor shall exercise its best efforts to cause the Withheld Excess Cash to be distributed from Magticom to ITCL, from ITCL to ITC, and from ITC to the Reorganized Debtor as soon as practicable after the Effective Date, and to the fullest extent permitted by law, shall not take any actions, or permit the New Board to take any actions, to delay the distribution of such Withheld Excess Cash to the Indenture Trustee to fund the Mandatory Redemption Provisions of the New MIG Notes and the New MIG Indenture.

Voting: Class 5 is Impaired, and Holders of Class 5 Claims will be entitled to vote to accept or reject the Plan.

(b) Class 6: Common Equity Interests

Classification: Class 6 consists of the Common Equity Interests in the Debtor held by CaucusCom as of the Petition Date.

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Treatment: The Holder of the Allowed Class 6 Interest shall receive 100% of the New Common LLC Interests in the Reorganized Debtor subject to dilution by the New Warrants.

Voting: Class 6 is Impaired, and the Holder of Class 6 Interests will be entitled to vote to accept or reject the Plan.

Section 3.04. Special Provisions Regarding Insured Claims

(a) Distributions under the Plan to each Holder of an Allowed Insured Claim shall be in accordance with the treatment provided under the Plan for General Unsecured Claims; provided, however, that the maximum amount of any Distribution under the Plan on account of an Allowed Insured Claim shall be limited to an amount equal to the applicable self-insured retention under the relevant insurance policy; provided, further, however, that, to the extent a Holder has an Allowed Insured Claim, the amount of which exceeds the total coverage available from the relevant insurance policies of the Debtor, such Holder shall have an Allowed General Unsecured Claim in the amount by which such Allowed Insured Claim exceeds the coverage available from the Debtor' s insurance policies. Nothing in this section shall constitute a waiver of any Litigation Rights the Debtor may hold against any Person, including the Debtor' s insurance carriers; and nothing in this section is intended to, shall, or shall be deemed to preclude any Holder of an Allowed Insured Claim from seeking and/or obtaining a Distribution or other recovery from any insurer of the Debtor in addition to (but not in duplication of) any Distribution such Holder may receive under the Plan; provided, however, that the Debtor does not waive, and expressly reserves its rights to assert that any insurance coverage is property of the Estate to which it is entitled.

(b) The Plan shall not expand the scope of, or alter in any other way, the rights and obligations of the Debtor' s insurers under their policies, and the Debtor' s insurers shall retain any and all defenses to coverage that such insurers may have, including the right to contest and/or litigate with any party, including the Debtor, the existence, primacy and/or scope of available coverage under any alleged applicable policy. The Plan shall not operate as a waiver of any other Claims the Debtor' s insurers have asserted or may assert in any Proof of Claim or the Debtor' s rights and defenses to such Proofs of Claim.

Section 3.05. Reservation of Rights Regarding Claims

Except as otherwise explicitly provided in the Plan, nothing herein shall affect the Debtor' s or the Reorganized Debtor' s rights and defenses, both legal and equitable, with respect to any Claims, including, but not limited to, all rights with respect to legal and equitable defenses to alleged rights of setoff or recoupment.

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ARTICLE IV

ACCEPTANCE OR REJECTION OF THE PLAN

Section 4.01. Impaired Classes of Claims Entitled to Vote

Holders of Allowed Claims and Interests in the Debtor in each Impaired Class of Claims or Interests in the Debtor are entitled to vote as a Class to accept or reject the Plan. Accordingly, only the votes of Holders of Claims in Classes 5 and 6 shall be solicited with respect to the Plan.

Section 4.02. Acceptance by an Impaired Class

In accordance with section 1126(c) of the Bankruptcy Code, and except as provided in section 1126(e) of the Bankruptcy Code, an Impaired Class of Claims shall have accepted the Plan if the Plan is accepted by the Holders of at least two-thirds (2/3) in dollar amount and more than one-half (1/2) in number of the Allowed Claims in such Class that have timely and properly voted to accept or reject the Plan.

Section 4.03. Presumed Acceptances by Unimpaired Classes

Classes 1 through 4 are Unimpaired under the Plan. Under section 1126(f) of the Bankruptcy Code, Holders of such Unimpaired Claims are conclusively presumed to have accepted the Plan, and the votes of Holders of such Unimpaired Claims shall not be solicited.

Section 4.04. Confirmation Pursuant to Section 1129(b) of the Bankruptcy Code

To the extent that any Impaired Class rejects the Plan or is deemed to have rejected the Plan, the Plan Proponents reserve the right to request Confirmation of the Plan, as it may be modified from time to time, under section 1129(b) of the Bankruptcy Code. The Plan Proponents reserve the right to alter, amend, modify, revoke, or withdraw the Plan, the Plan Supplement, or any schedule or exhibit, including to amend or modify it to satisfy the requirements of section 1129(b) of the Bankruptcy Code, if necessary.

Section 4.05. Elimination of Vacant Classes

Any Class of Claims or Interests in the Debtor that does not contain, as of the date of the commencement of the Confirmation Hearing, a Holder of an Allowed Claim or Interest, or a Holder of a Claim temporarily allowed under Bankruptcy Rule 3018, shall be deemed deleted from the Plan for all purposes, including for purposes of determining acceptance of the Plan by such Class under section 1129(a)(8) of the Bankruptcy Code.

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ARTICLE V

MEANS FOR IMPLEMENTATION OF THE PLAN

Section 5.01. Continued Corporate Existence

After the Effective Date, the Reorganized Debtor may operate its business and use, acquire, dispose of property and settle and compromise Claims or Interests without the supervision of the Bankruptcy Court, free of any restrictions of the Bankruptcy Code or Bankruptcy Rules subject to the terms of this Plan and the Plan Supplement and all documents and exhibits thereto implementing the provisions of the Plan.

Section 5.02. Corporate Governance

Subject to any requirement of Bankruptcy Court approval pursuant to section 1129(a)(5) of the Bankruptcy Code, on the Effective Date, the New Board will be constituted in the manner set forth in Section 5.05 below and the officers of the Reorganized Debtor will be as set forth in Section 5.06 below. Each such officer will serve from and after the Effective Date in accordance with the terms of the Operating Agreement and/or other governance policies of the Reorganized Debtor, as the same may be amended from time to time, pursuant to applicable state law.

The New Corporate Governance Documents satisfy the provisions of this Plan and the Bankruptcy Code and shall include, among other things, (a) pursuant to section 1123(a)(6) of the Bankruptcy Code, a provision prohibiting the issuance of non-voting equity securities, but only to the extent required by section 1123(a)(6) of the Bankruptcy Code and (b) manager liability exculpation, indemnity and advancement provisions to the fullest extent permitted by Delaware law. After the Effective Date, the Reorganized Debtor may amend and restate the New Corporate Governance Documents and any other certificates or articles of incorporation, by-laws, limited liability company agreements, certificates of formation, partnership agreements and certificates of partnership, as applicable, as permitted by applicable law.

Section 5.03. Cancellation of Common Equity Interests and Agreement

Except as otherwise provided for herein, or in any contract, instrument or other agreement or document created in connection with the Plan, on the Effective Date and concurrently with the applicable Distributions made pursuant to Article III hereof, the Common Equity Interests, the Preferred Equity Interests and any other promissory notes, share certificates, whether for preferred or common stock (including treasury stock), other instruments evidencing any Claims or Interests in the Debtor, other than a Claim that is being Reinstated and rendered Unimpaired, and all options, warrants, calls, rights, puts, awards, commitments or any other agreements of any character to acquire such Interests in the Debtor shall be deemed canceled and of no further force and effect, without any further act or action under any applicable agreement, law, regulation, order or rule, and the obligations of the Debtor under the notes, share certificates and other agreements and instruments governing such Claims and Interests in the Debtor shall be discharged subject to the provisions of the Plan. The Holders of or parties to such canceled notes, shares, share certificates and other agreements and instruments shall have no rights arising

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from or relating to such notes, shares, share certificates and other agreements and instruments or the cancellation thereof, except the rights provided pursuant to the Plan.

Section 5.04. Authorization and Issuance of New Common LLC Interests, New MIG Notes and Indenture, Collateral Documents, New Warrants and Class 5 Trust Agreement

(a) On the Effective Date, the Reorganized Debtor shall be authorized to issue, execute, deliver and perform under: (i) the New Common LLC Interests; (ii) the New MIG Notes; (iii) the New Warrants; (iv) the Class 5 Trust Agreement and the Beneficial Interests in the Class 5 Trust; (v) the New MIG Notes Indenture; (vi) the Collateral Documents; (vii) all other documents evidencing a security interest in the Class 5 Collateral in favor of the holders of the New MIG Notes; and (vi) any other documents incidental thereto as necessary to implement the terms of the Plan.

(b) The issuance of the New Common LLC Interests, New MIG Notes and New Warrants and all other instruments, certificates and other documents required to be issued or distributed pursuant to the Plan shall be authorized under section 1145 of the Bankruptcy Code as of the Effective Date without further act or action, except as may be required by the New Corporate Governance Documents, or applicable law, regulation, order or rule; and all documents evidencing same shall be executed and delivered as provided for in the Plan or the Plan Supplement.

(c) With respect to the ITC Pledge: (i) ITC shall be a co-obligor under the New MIG Notes Indenture and the New MIG Notes, such that ITC shall be indebted to the holders of the New MIG Notes; (ii) the ITC Pledge shall secure solely ITC' s obligations to the holders of the New MIG Notes pursuant to the New MIG Notes Indenture and the New MIG Notes; (iii) the Equity Securities (as defined in the ITCL LLC Agreement) shall be pledged to the Collateral Agent as secured party for the benefit of the holders of New MIG Notes and such holders (and the Collateral Agent as secured party for the benefit of such holders) shall be deemed to be, and are hereby agreed to be, "banks, financial institutions or institutional investors" within the meaning of Section 4.1(c) of the ITCL LLC Agreement; and (iv) the holders of the New MIG Notes and Collateral Agent, as secured party for the benefit of such holders, shall acquire only a security interest in the Equity Securities (as defined in the ITCL LLC Agreement) owned by ITC in ITCL entitling them to the proceeds from any sale of such Equity Securities pursuant to a sale conducted in compliance with the terms of the ITCL LLC Agreement and not title to such Equity Securities or any other rights incidental thereto. The foregoing shall be deemed to, and are hereby agreed to, comply with the requirements of section 4.1(c) of the ITCL LLC Agreement.

Section 5.05. New Board of Managers of the Reorganized Debtor

Pursuant to the Operating Agreement, the New Board shall initially consist of six (6) members on the Effective Date as follows: (a) four (4) of the members of the New Board shall be designated by the Debtor and (b) two (2) of the members of the New Board shall be designated by the Committee as the Class 5 Directors, provided such Persons are reasonably acceptable to the Debtor, such consent not to be unreasonably withheld. The identity of all members of the

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New Board shall be set forth in the Plan Supplement. The initial members of the New Board shall serve from the Effective Date and thereafter in accordance with the New Corporate Governance Documents.

Section 5.06. Managers, Officers and Key Employees of Reorganized Debtor; Indemnification

(a) The initial officers of the Reorganized Debtor shall be disclosed in the Plan Supplement.

(b) Upon the Effective Date, the New Corporate Governance Documents of the Reorganized Debtor, shall contain provisions which (i) indemnify the Debtor' s and the Reorganized Debtor' s then present and future managers, directors and officers for post-emergence monetary damages resulting from breaches of their fiduciary duties on or after the Effective Date to the fullest extent permitted by applicable state law; and (ii) require such Reorganized Debtor, subject to appropriate procedures, to indemnify and advance expenses to the Debtor' s and the Reorganized Debtor' s managers, directors, officers, and other key employees (as such key employees are identified by the Chief Executive Officer of the Reorganized Debtor and the New Board) serving on or after the Effective Date for all claims and actions relating to postpetition service to the fullest extent permitted by applicable state law.

(c) All indemnification provisions currently in place (whether in the by-laws, certificates of incorporation, or advancement, board resolutions, agreements or employment contracts) for the directors of the Debtor who were in place as of the Petition Date and current officers, employees, attorneys, other professionals and agents of the Debtor shall be assumed through the Effective Date, subject to replacement by the foregoing provisions in section 5.06(b) for the period on and after the Effective Date. All indemnification or advancement provisions in place on and prior to the Effective Date for current directors and officers of the Debtor and its subsidiaries and such current and former directors' and officers' respective Affiliates shall survive the Effective Date for Claims related to or in connection with any actions, omissions or transactions occurring prior to the Effective Date.

(d) To the extent authorized in the Agreed Budget, upon and after the Effective Date, and for six (6) years thereafter, the Debtor or the Reorganized Debtor, as the case may be, shall obtain reasonably sufficient tail coverage under a director and officer liability insurance policy for the current and former directors and officers of the Reorganized Debtor and its Affiliates. As of the Effective Date, the Debtor shall assume all obligations owing under the director and officer insurance policies pursuant to section 365(a) of the Bankruptcy Code. Entry of the Confirmation Order will constitute the Bankruptcy Court' s approval of the Debtor' s foregoing assumption of each of the director and officer liability insurance policies. Notwithstanding anything to the contrary contained in the Plan, Confirmation of the Plan shall not discharge, impair or otherwise modify any indemnity or advancement obligations assumed by the foregoing assumption of the director and officer liability insurance policies, and each such indemnity or advancement obligation will be deemed and treated as an Executory Contract that has been assumed by the Debtor under the Plan as to which no Proof of Claim need be Filed.

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Section 5.07. Management Incentive Plan

To the extent authorized in the Agreed Budget and subject to approval of the Class 5 Directors, for so long as the New MIG Notes remain outstanding, on or after the Effective Date, the New Board shall develop, approve and implement the terms and the conditions of the Management Incentive Plan (including the identity of the participants); provided, however, any Management Incentive Plan that does not contemplate any payment until after the payment in full of the New MIG Notes may be adopted without the consent of either the Committee or the Class 5 Directors. On and after the Effective Date, eligible persons who receive awards under such Management Incentive Plan shall be entitled to the benefits thereof on the terms and conditions provided for therein. As of the Effective Date, all equity-based awards granted by the Debtor prior to the Petition Date shall terminate and cease to be binding on the Debtor.

Section 5.08. Establishment of the Class 5 Trust; Appointment of the Class 5 Trustee; Funding of the Class 5 Trust; Termination of the Class 5 Trust; Exculpation and Indemnification; International Recognition

(a) On the Effective Date, the Debtor and the Class 5 Trustee shall execute the Class 5 Trust Agreement and shall take all other steps necessary to establish the Class 5 Trust in accordance with the Plan. Notwithstanding any prohibition of assignability under applicable non-bankruptcy law, on the Effective Date the Debtor shall be deemed to have automatically transferred to the Class 5 Trust all of its right, title, and interest in and to all of the Class 5 Trust Assets, and in accordance with section 1141 of the Bankruptcy Code, all such assets shall automatically vest in the Class 5 Trust free and clear of all Claims and Liens.

(b) From and after the Effective Date, the Class 5 Trustee shall serve as trustee of the Class 5 Trust, and shall have all powers, rights and duties of a trustee, as set forth in the Class 5 Trust Agreement. In the event the Class 5 Trustee is no longer willing or able to serve as trustee, then the successor shall be appointed by the mutual agreement of the Class 5 Board Members (as set forth in the Class 5 Trust Agreement), or as otherwise determined by the Bankruptcy Court, and notice of the appointment of such Class 5 Trustee shall be filed with the Bankruptcy Court.

(c) The Class 5 Trust Funding Amount shall be provided by the Debtor on the Effective Date in the amount of $750,000. The Reorganized Debtor shall have no further obligation to fund the Class 5 Trust. Upon full repayment of the New MIG Notes, any remaining portion of the Class 5 Trust Funding Amount shall be returned to the Reorganized Debtor and the Class 5 Trust shall be terminated.

(d) The Class 5 Trust and the duties, responsibilities and powers of the Class 5 Trustee shall terminate in accordance with the terms of the Class 5 Trust Agreement, including the right to bring the Change of Control Litigation and standing to bring the Change of Control Litigation on behalf of the Debtor and its subsidiaries at any time after the Effective Date of the Plan, if in the sole discretion of such Class 5 Trustee there is an Event of Default or threat of an Event of Default under the New MIG Notes; provided, however, that the Class 5 Trustee may commence such a proceeding anytime after November 1, 2011 regardless of the existence or threat of an Event of Default unless the Reorganized Debtor has delivered a tolling agreement in

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form acceptable to the Class 5 Trustee tolling the statute of limitations on behalf of all affected parties for commencement of such an action.

(e) **The Class 5 Trustee, and the Class 5 Trustee' s Counsel, shall be exculpated and indemnified pursuant to and in accordance with the terms of the Class 5 Trust Agreement.**

(f) The Class 5 Trustee shall be: (i) recognized by foreign courts, tribunals and jurisdictions, (ii) the subject of the recognition of comity of such foreign courts, tribunals and jurisdictions and (iii) vested with the authority of a statutory trustee pursuant to the Class 5 Trust Agreement.

Section 5.09. Disbanding of Special Litigation Committee

Effective as of June 27, 2010, the Special Litigation Committee shall be deemed stayed from any further investigation or any other activity through the Effective Date and shall further be deemed terminated and disbanded as of the Effective Date. Any appeals related to the Standing Motion or Special Litigation Committee shall be deemed dismissed as of the Effective Date and the Plan Proponents shall file a joint notice of such dismissal as soon as practicable after the Effective Date.

Section 5.10. Debtor Parent, Debtor Parent Affiliates' and Releasee Obligations under Plan

(a) In consideration of the direct and indirect economic benefits under this Plan, as a condition precedent to the effectiveness of the Releases set forth in Section 11.10 of this Plan, for so long as any amounts remain due and outstanding under the New MIG Notes, Debtor Parent, the Debtor Parent Affiliates and other Releasees shall: (i) agree to be bound by and comply with the terms of the Plan that apply to such Releasee, including without limitation Section 11.12 of the Plan; and (ii) shall not take any action directly or indirectly that would have the effect of triggering an ITC Cellular Change of Control, as defined in the ITCL LLC Agreement.

(b) As a condition precedent to the Releases set forth in Section 11.10 of this Plan, each of the Debtor Parent, Debtor Parent Affiliates and Releasees under Section 11.10 of this Plan shall deliver duly executed (i) Acknowledgement Agreements, in form acceptable to the Committee evidencing their consent and agreement to this Section 5.10 of the Plan; and (ii) executed Collateral Documents to the extent the Committee determines such entities are required parties to the Collateral Documents in the Plan Supplement or other documents necessary to implement the Plan (e.g., CaucusCom as to the Stock Pledge Agreement and Stock Escrow Agreement related to the granting of a security interest to the holders of New MIG Notes in the Interests in the Reorganized Debtor).

Section 5.11. Revesting of Assets; Preservation of Causes of Action, Litigation Rights and Avoidance Actions; Release of Liens; Resulting Claim Treatment

(a) Except as otherwise provided herein, or in the Confirmation Order, and pursuant to section 1123(b)(3) and section 1141(b) and (c) of the Bankruptcy Code, on the

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Effective Date, all of the property and assets of the Debtor and all Causes of Action and Litigation Rights, including the Avoidance Actions and the Malpractice Action, shall automatically revest in the Reorganized Debtor, free and clear of all Claims, Liens and Interests, except for the Class 5 Trust Assets which shall automatically vest in the Class 5 Trust on the Effective Date. The Reorganized Debtor (directly or through the Disbursing Agent) shall make all Distributions under the Plan. Thereafter, each Reorganized Debtor may operate its business and may use, acquire, and dispose of such property free of any restrictions of the Bankruptcy Code, the Bankruptcy Rules, and the Bankruptcy Court. As of the Effective Date, all such property of each Reorganized Debtor shall be free and clear of all Claims, Liens and Interests, except as specifically provided in the Plan or the Confirmation Order and the Reorganized Debtor shall receive the benefit of any and all discharges under the Plan. For the avoidance of doubt, the foregoing is subject and without prejudice to the Claims, Causes of Action, Litigation Rights, property and assets vested in the Class 5 Trust pursuant to this Plan.

(b) Except as otherwise provided in the Plan or in any contract, instrument, release or other agreement entered into or delivered in connection with the Plan, in accordance with section 1123(b) of the Bankruptcy Code and to the fullest extent possible under applicable law, on the Effective Date, the Reorganized Debtor shall retain and may enforce, and shall have the sole right to enforce or prosecute, any claims, demands, rights, and Causes of Action that the Debtor may hold against any Entity, including, without limitation, all Avoidance Actions and the Malpractice Action, except with respect to the Class 5 Trust Assets (including the Change of Control Litigation). The Reorganized Debtor or its successor may pursue such retained claims, demands, rights or Causes of Action or Litigation Rights, including, without limitation, Avoidance Actions or the Malpractice Action, as appropriate, in accordance with the best interests of the Reorganized Debtor or its successor holding such claims, demands, rights, Causes of Action or Litigation Rights. For the avoidance of doubt, the foregoing is subject and without prejudice to the rights of the Class 5 Trustee in the Class 5 Trust Assets.

(c) If, as a result of the pursuit of any Litigation Rights or Avoidance Actions, a Claim would arise from a recovery pursuant to section 550 of the Bankruptcy Code after Distributions under the Plan have commenced, making it impracticable to treat the Claim in accordance with the applicable provisions of Article VII of the Plan, the Reorganized Debtor shall be permitted to reduce the recovery by an amount that reflects the value of the treatment that would have been accorded to the Claim under the Plan, thereby effectively treating the Claim through the reduction, provided however that this provision shall not apply to the Holders of Allowed Appraisal Claims or Allowed Non-Appraisal Claims.

Section 5.12. Restructuring Transactions

(a) On, as of, or after the Effective Date, the Reorganized Debtor may enter into such transactions and may take such actions as may be necessary or appropriate, in accordance with any applicable state law, to effect a corporate or operational restructuring of its business, to otherwise simplify the overall corporate or operational structure of the Reorganized Debtor, to achieve corporate or operational efficiencies, or to otherwise improve financial results; provided that such transactions or actions are not otherwise inconsistent with the Plan, the Distributions to be made under the Plan, the New Corporate Governance Documents, the New MIG Notes or the New MIG Notes Indenture.

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(b) Specifically, on the Effective Date, the Debtor shall execute such documents and make such filings, as necessary under applicable law, to effectuate the following transactions:

(i) The Reorganized Debtor will convert from a Delaware corporation to a Delaware limited liability company to be known as "MIG LLC". by the filing of a Certificate of Conversion and a Certificate of Formation with the Secretary of State of the State of Delaware.

(ii) The Reorganized Debtor will issue and deliver the: (a) New MIG Notes; (b) New Warrants; (c) New MIG Indenture; (d) the Class 5 Trust Agreement; and (e) the New Common LLC Interests, in accordance with Sections 3.03(c) and 3.03(d) of the Plan.

(iii) The Reorganized Debtor shall cause the dissolution of MIG International Telecommunications, Inc. and MIG Georgia Holdings, Inc. such that the Reorganized Debtor will directly own 100% of the Interests in ITC. Thereafter, the Reorganized Debtor shall exercise good faith best efforts to seek to dissolve Telcell Wireless LLC.

(iv) Certain entities owned by the Debtor (i) may be merged with and into the Reorganized Debtor or (ii) may be dissolved.

Section 5.13. Effectuating Documents; Further Transactions

The Chief Executive Officer, the Chief Financial Officer, or any other appropriate officer of the Reorganized Debtor shall be authorized to execute, deliver, file, or record such contracts, instruments, releases, indentures, and other agreements or documents, and take such actions as may be necessary or appropriate to effectuate and further evidence the terms and conditions of the Plan. In addition, and without limitation of the foregoing, the Secretary or Assistant Secretary of the Reorganized Debtor shall be authorized to certify or attest to any of the foregoing actions.

Section 5.14. Exemption from Certain Transfer Taxes

Pursuant to section 1146(a) of the Bankruptcy Code, the issuance, transfer, or exchange of a security, or the making or delivery of an instrument of transfer from the Debtor to the Reorganized Debtor or any other Person or Entity pursuant to this Plan, the granting or recording of any Lien or mortgage on any property under the Exit Facility, shall not be subject to any document recording tax, stamp tax, conveyance fee, intangibles or similar tax, mortgage tax, stamp act, real estate transfer tax, mortgage recording tax, or other similar tax or governmental assessment. State or local governmental officials or agents are directed to forego the collection of any such tax or governmental assessment and to accept for Filing and recordation any of the foregoing instruments or other documents without the payment of any such tax or governmental assessment.

Section 5.15. Corporate Action

On the Effective Date, the adoption and/or filing of the New Corporate Governance Documents, as applicable, the appointment of managers and/or officers of the Reorganized

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Debtor, and all actions contemplated hereby shall be authorized and approved in all respects pursuant to the Plan. All matters provided for herein involving the corporate structure of the Debtor or Reorganized Debtor, and any corporate action required by the Debtor or Reorganized Debtor in connection with the Plan, shall be deemed to have occurred and shall be in effect, without any requirement of further action by the directors, stockholders, members or managers of the Debtor or Reorganized Debtor, except that the Debtor shall take affirmative steps to file the documents necessary to implement the Restructuring Transactions set forth in Section 5.12 (b) of the Plan. On the Effective Date, and pursuant to Section 303 of the General Corporation Law of the State of Delaware, the appropriate officers or managers of the Reorganized Debtor are authorized and directed to issue, execute, and deliver the agreements, documents, securities, and instruments contemplated by the Plan in the name of and on behalf of the Reorganized Debtor without the need for any required approvals, authorizations, or consents, except for any express consents required under the Plan.

Section 5.16. Reorganized Debtor' s Obligations Under the Plan

From and after the Effective Date, the Reorganized Debtor shall exercise its reasonable discretion and business judgment to perform the corresponding obligations under the Plan of its predecessor or predecessor-in-interest. The Plan will be administered and actions will be taken in the name of the Debtor and the Reorganized Debtor. From and after the Effective Date, the Reorganized Debtor shall conduct, among other things, the following tasks:

(a) Produce, administer and implement the Agreed Budget from the Effective Date until such time the New MIG Notes are paid in full without changes or modifications thereto unless such changes, amendments or modifications are approved by the New Board including, for so long as the New MIG Notes remain outstanding, the two Class 5 Directors.

(b) Administer the Plan and take all steps and execute all instruments and documents necessary to effectuate the terms of the Plan;

(c) Implement the governance provisions including without limitation the following, which shall be set forth in more detail in the Operating Agreement:

(i) For so long as the New MIG Notes remain outstanding, upon resignation of any of the Class 5 Directors appointed to serve on the New Board as of the Effective Date pursuant to Section 5.05 of the Plan, the Class 5 Trustee shall have the right to designate any replacement or successor Class 5 Director to serve on the New Board and any such replacement or successor Class 5 Director shall be reasonably acceptable to the Reorganized Debtor, such consent not to be unreasonably withheld;

(ii) The Class 5 Directors shall resign when the New Notes are paid in full;

(iii) For so long as the New MIG Notes remain outstanding, a quorum of the New Board shall not be established unless at least one Class 5 Director is present; provided, however, that after three (3) duly noticed and constituted meetings of the New Board at which at least one Class 5 Director is not present, at the third such meeting, a majority of the

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total authorized number of managers shall be deemed to constitute a quorum for the transaction of business.

(iv) As of the Effective Date, ITC shall be deemed to have assigned its right to designate one of its two observers (that do not have voting rights) to the ITCL Board Meetings or equivalent Meeting of the Partners, under Section 2.1(a) of the ITCL LLC Agreement, to the Class 5 Directors. Pursuant to such assignment, and until such time as there is any amount outstanding under the New MIG Notes, the Class 5 Directors shall have the right to appoint a Person to serve as the Designated Class 5 Observer (that does not have voting rights). Such Person may be one of the Class 5 Directors or a third party designated by the Class 5 Directors for such purpose with approval of the New Board, such approval not to be unreasonably withheld, provided the reasonable fees and expenses incurred by such designated Person shall be paid by the Reorganized Debtor, with such fees and expenses subject to the approval of the New Board. The New Board shall ensure that the Designated Class 5 Observer is duly noticed of all ITCL Board Meetings or equivalent Meetings of the Partners.

(v) The New Board shall provide not less than twenty (20) days prior notice of a meeting of the New Board or equivalent meetings (at ITCL, Magticom and equivalent listing vehicle) to the Class 5 Directors and Designated Class 5 Observer, and such meetings will be conducted with a translator present upon request of the Designated Class 5 Observer.

(d) Pursue (including, as it determines through the exercise of its business judgment, prosecuting, enforcing, objecting to, litigating, reconciling, settling, abandoning, and resolving) all of the rights, Claims, Causes of Action, defenses, and counterclaims retained by the Debtor or the Reorganized Debtor;

(e) Reconcile Claims and resolve Disputed Claims, and administer the Claims allowance and disallowance processes as set forth in the Plan, including objecting to, prosecuting, litigating, reconciling, settling, and resolving Claims and Disputed Claims in accordance with the Plan;

(f) Make decisions regarding the retention, engagement, payment, and replacement of professionals, employees and consultants;

(g) Administer the Distributions under the Plan, including (i) making Distributions in accordance with the terms of the Plan, and (ii) Filing with the Bankruptcy Court on each three (3) month anniversary of the Effective Date reports regarding the Distributions made and to be made to the Holders of Allowed Claims as required by the U.S. Trustee;

(h) Exercise such other powers as necessary or prudent to carry out the provisions of the Plan;

(i) File appropriate tax returns; and

(j) Take such other action as may be necessary or appropriate to effectuate the Plan.

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Section 5.17. Transactions on Business Days

If the date on which a transaction may occur under this Plan shall occur on a day that is not a Business Day, then such transaction shall instead occur on the next succeeding Business Day.

Section 5.18. No ITC Cellular Change of Control

Notwithstanding anything to the contrary herein, the transactions contemplated by the Plan and the consequences of the Plan' s implementation as of the Effective Date shall not trigger any ITC Cellular Change of Control under the terms of the ITCL LLC Agreement or the PSA.

Section 5.19. Settlement of Standing Motion and Trustee Motion

Upon the Confirmation Order becoming a Final Order, the Settlement Agreement, shall be deemed to be a full and final settlement of the Committee' s Trustee Motion and Standing Motion and shall automatically be approved as of the Effective Date pursuant to Bankruptcy Rule 9019 and applicable law as being in the best interests of the Debtor' s Estate.

Section 5.20. Compromise and Settlement Under the Plan

NOTWITHSTANDING ANYTHING CONTAINED IN THE PLAN TO THE CONTRARY, THE ALLOWANCE, CLASSIFICATION AND TREATMENT OF ALL ALLOWED CLAIMS AND ALLOWED INTERESTS AND THEIR RESPECTIVE DISTRIBUTIONS AND TREATMENTS HEREUNDER TAKE INTO ACCOUNT FOR AND CONFORM TO THE RELATIVE PRIORITY AND RIGHTS OF THE CLAIMS AND INTERESTS IN EACH CLASS IN CONNECTION WITH ANY CONTRACTUAL, LEGAL AND EQUITABLE SUBORDINATION RIGHTS RELATING THERETO. AS OF THE EFFECTIVE DATE, ANY AND ALL SUCH RIGHTS DESCRIBED IN THE PRECEDING SENTENCE ARE SETTLED, COMPROMISED AND RELEASED PURSUANT THE PLAN. THE CONFIRMATION ORDER SHALL CONSTITUTE THE BANKRUPTCY COURT' S FINDING AND DETERMINATION THAT THE SETTLEMENTS REFLECTED IN THE PLAN, INCLUDING ALL ISSUES PERTAINING TO THE STANDING MOTION, ARE (1) IN THE BEST INTERESTS OF THE DEBTOR AND THEIR ESTATE, (2) FAIR, EQUITABLE AND REASONABLE, (3) MADE IN GOOD FAITH AND (4) APPROVED BY THE BANKRUPTCY COURT PURSUANT TO SECTION 363 OF THE BANKRUPTCY CODE AND BANKRUPTCY RULE 9019. IN ADDITION, THE ALLOWANCE, CLASSIFICATION AND TREATMENT OF ALLOWED CLAIMS TAKE INTO ACCOUNT ANY CAUSES OF ACTION, CLAIMS OR COUNTERCLAIMS, WHETHER UNDER THE BANKRUPTCY CODE OR OTHERWISE UNDER APPLICABLE LAW, THAT MAY EXIST BETWEEN THE DEBTORS AND THE RELEASING PARTIES; AND AS BETWEEN THE RELEASING PARTIES AND THE RELEASEES. AS OF THE EFFECTIVE DATE, ANY AND ALL SUCH CAUSES OF ACTION, CLAIMS AND COUNTERCLAIMS ARE SETTLED, COMPROMISED AND RELEASED PURSUANT THE PLAN

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ARTICLE VI

TREATMENT OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES

Section 6.01. Assumption of Executory Contracts and Unexpired Leases

(a) The Plan Supplement shall set forth a Schedule of Unexpired Executory Contracts and Unexpired Leases To Be Assumed as of the Effective Date. The Confirmation Order shall constitute an order of the Bankruptcy Court approving the assumption or assumption and assignment, of such contracts as contemplated herein pursuant to section 365 of the Bankruptcy Code.

(b) Notwithstanding anything to the contrary in the Plan, the Debtor and the Reorganized Debtor reserve the right to assert that any license, franchise and partially performed contract is a property right and not an Executory Contract. Contracts or leases entered into after the Petition Date will be performed by the Reorganized Debtor in the ordinary course of business.

(c) Notwithstanding anything to the contrary in any contract, agreement or lease to which the Reorganized Debtor is a party, (a) the transactions contemplated by the Plan and (b) the consequences of the Plan' s implementation shall not trigger any change of control or similar provisions and shall not be voided by any restraints against assignment in any contract, agreement or lease governed by the Plan.

Section 6.02. Rejection of Executory Contracts and Unexpired Leases

(a) Except as otherwise provided in the Plan, or in any contract, instrument, release, indenture, or other agreement or document entered into by the Debtor in connection with the Plan, as of the Effective Date, the Debtor shall be deemed to have rejected each prepetition written Executory Contract and Unexpired Lease to which it is a party unless such Executory Contract or Unexpired Lease (a) is expressly assumed or rejected pursuant to a Final Order prior to the Confirmation Date, (b) previously expired or terminated pursuant to its own terms, (c) is listed on the Schedule of Unexpired Executory Contracts and Unexpired Leases To Be Assumed filed with the Plan Supplement, (d) is the subject of any pending motion, including to assume, to assume on modified terms, to reject or to make any other disposition Filed by the Debtor on or before ten (10) days prior to the Confirmation Date.

(b) The Confirmation Order shall constitute an order of the Bankruptcy Court approving the rejection of executory contracts as contemplated herein pursuant to section 365 of the Bankruptcy Code.

Section 6.03. Assignment of Executory Contracts and Unexpired Leases

To the extent provided under the Bankruptcy Code or other applicable law, any Executory Contract or Unexpired Lease transferred and assigned pursuant to this Plan shall remain in full force and effect for the benefit of the transferee or assignee in accordance with its terms, notwithstanding any provision in such Executory Contract or Unexpired Lease (including those of the type described in section 365(b)(2) of the Bankruptcy Code) that prohibits, restricts

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or conditions such transfer or assignment. To the extent provided under the Bankruptcy Code or other applicable law, any provision that prohibits, restricts or conditions the assignment or transfer of any such Executory Contract or Unexpired Lease or that terminates or modifies such Executory Contract or Unexpired Lease or allows the counterparty to such Executory Contract or Unexpired Lease to terminate, modify, recapture, impose any penalty, condition renewal or extension or modify any term or condition upon any such transfer and assignment constitutes an unenforceable anti-assignment provision and is void and of no force or effect.

Section 6.04. Cure Rights for Executory Contracts and Unexpired Leases Assumed Under the Plan

Any monetary amounts by which each Executory Contract and Unexpired Lease to be assumed pursuant to the Plan is in default shall be satisfied, under section 365(b)(1) of the Bankruptcy Code, by Cure. If there is a dispute regarding (a) the nature or amount of any Cure, (b) the ability of any Reorganized Debtor 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 (c) any other matter pertaining to assumption, Cure shall occur following the entry of a Final Order by the Bankruptcy Court resolving the dispute and approving the assumption or assumption and assignment, as the case may be; provided, however, that the Debtor or Reorganized Debtor, as applicable, shall be authorized to reject any Executory Contract or Unexpired Lease to the extent the Debtor or Reorganized Debtor, in the exercise of its sound business judgment, concludes that the amount of the Cure obligation as determined by such Final Order, renders assumption of such Executory Contract or Unexpired Lease unfavorable to the Debtor or Reorganized Debtor. Cure amounts are listed in the Plan Supplement, which shall be Filed at least ten (10) days prior to the Confirmation Hearing as part of the Plan Supplement. If no Cure amount for an assumed Executory Contract or Unexpired Lease is listed in the Plan Supplement, the Cure amount shall be deemed to be $0.

Section 6.05. Rejection Damages Bar Date for Rejections Pursuant to Plan

If the rejection of an Executory Contract or Unexpired Lease pursuant to the Plan results in a Claim, then such Claim shall be forever barred and shall not be enforceable against the Debtor, its Estate, the Reorganized Debtor or any of its properties unless a Proof of Claim is Filed with the claims agent and served upon counsel to the Reorganized Debtor within thirty (30) days after entry of the Confirmation Order. The foregoing applies only to Claims arising from the rejection of an Executory Contract or Unexpired Lease; any other Claims held by a party to a rejected contract or lease shall have been evidenced by a Proof of Claim Filed by earlier applicable Bar Dates or shall be barred and unenforceable. Notwithstanding the foregoing, any management agreement between the Debtor and CaucusCom or any Insider of the Debtor shall be deemed rejected as of the Effective Date and no rejection claim shall be allowed on account of such rejection. Any management fees after the Effective Date shall be payable only as permitted in the Agreed Budget.

Section 6.06. Certain Indemnification Obligations Owed by Debtor

(a) Indemnification Obligations owed to directors, officers, and employees of the Debtor (or the Estate) who served or were employed by the Debtor as of and after the Petition

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Date, shall be deemed to be, and shall be treated as though they are, Executory Contracts that are assumed pursuant to section 365 of the Bankruptcy Code and Section 6.01 of the Plan. Notwithstanding the foregoing, the Reorganized Debtor shall not assume any claim for liability, reimbursement obligations, contributions or indemnity concerning the contractual obligations of directors or officers of the Debtor, including, without limitation, the contractual guaranties.

(b) All Indemnification Obligations owed to directors, officers, and employees of the Debtor who served or were employed by the Debtor on or prior to, but not after, the Petition Date shall be deemed to be, and shall be treated as though they are, Executory Contracts that are rejected pursuant to section 365 of the Bankruptcy Code under the Plan.

(c) Indemnification Obligations owed to any Professionals retained pursuant to sections 327 or 328 of the Bankruptcy Code and order of the Bankruptcy Court, to the extent that such Indemnification Obligations relate to the period after the Petition Date, excluding claims resulting from gross negligence, willful misconduct, breach of fiduciary duty, self-interested transactions or intentional tort, shall be deemed to be, and shall be treated as though they are, Executory Contracts that are assumed pursuant to section 365 of the Bankruptcy Code and Section 6.01 of the Plan.

Section 6.07. Continuing Obligations Owed to Debtor

(a) Any confidentiality agreement entered into between the Debtor and any other Person requiring the parties to maintain the confidentiality of each other' s proprietary information shall be deemed to be, and shall be treated as though it is, an Executory Contract that is assumed and assigned pursuant to section 365 of the Bankruptcy Code and Section 6.01 of the Plan, except as otherwise provided in the Plan.

(b) Any indemnity agreement entered into between the Debtor and any other Person requiring the supplier to provide insurance in favor of the Debtor, to warrant or guarantee such supplier' s goods or services, or to indemnify the Debtor for claims arising from the goods or services shall be deemed to be, and shall be treated as though it is, an Executory Contract that is assumed and assigned pursuant to section 365 of the Bankruptcy Code and Section 6.01 of the Plan; provided, however, that if any party thereto asserts any Cure, at the election of the Debtor such agreement shall not be deemed assumed, and shall instead be rejected pursuant to section 365 of the Bankruptcy Code under the Plan.

(c) Continuing obligations of third parties to the Debtor under insurance policies, contracts, or leases that have otherwise ceased to be executory or have otherwise expired on or prior to the Effective Date, including, without limitation, continuing obligations to pay insured claims, to defend against and process claims, to refund premiums or overpayments, to provide indemnification, contribution or reimbursement, to grant rights of first refusal, to maintain confidentiality, or to honor releases, shall continue and shall be binding on such third parties notwithstanding any provision to the contrary in the Plan, unless otherwise specifically terminated by the Debtor or by order of Bankruptcy Court.

(d) To the extent any insurance policy under which the insurer has a continuing obligation to pay the Debtor or a third party on behalf of the Debtor is held by the

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Bankruptcy Court to be an Executory Contract, such insurance policy shall be treated as though it is an Executory Contract that is assumed pursuant to section 365 of the Bankruptcy Code and Section 6.01 of the Plan. To the extent permitted in the Agreed Budget, any and all Claims (including Cure) arising under or related to any insurance policies or related insurance agreements that are assumed by the Debtor prior to or as of the Effective Date: (i) shall not be discharged; (ii) shall be Allowed Administrative Claims; and (iii) shall be paid in full in the ordinary course of business of the Reorganized Debtor as set forth in Section 3.01(a) of the Plan.

Section 6.08. Limited Extension of Time to Assume or Reject

In the event of a dispute as to whether a contract or lease between the Debtor and a Person that is not an Insider is executory or unexpired, the right of the Debtor or the Reorganized Debtor to move to assume or reject such contract or lease shall be extended until the date that is thirty (30) days after entry of a Final Order by the Bankruptcy Court determining that the contract or lease is executory or unexpired, provided such dispute is pending as of the Confirmation Date.

Section 6.09. Postpetition Contracts and Leases

The Debtor shall not be required to assume or reject any contract or lease entered into by the Debtor after the Petition Date. Any such contract or lease shall continue in effect in accordance with its terms after the Effective Date, unless the Reorganized Debtor has obtained a Final Order of the Bankruptcy Court approving termination of such contract or lease. Contracts or leases entered into after the Petition Date will be performed by the Reorganized Debtor in the ordinary course of its business.

Section 6.10. Treatment of Claims Arising from Assumption or Rejection

All Allowed Claims for Cure arising from the assumption of any Executory Contract or Unexpired Lease shall be treated as Administrative Claims pursuant to Section 2.02 of the Plan; all Allowed Claims arising from the rejection of an Executory Contract or Unexpired Lease shall be treated, to the extent applicable, as General Unsecured Claims, unless otherwise ordered by Final Order of the Bankruptcy Court; and all other Allowed Claims relating to an Executory Contract or Unexpired Lease shall have such status as they may be entitled to under the Bankruptcy Code as determined by Final Order of the Bankruptcy Court.

ARTICLE VII

PROVISIONS GOVERNING DISTRIBUTIONS

Section 7.01. Distributions for Allowed Claims

(a) Except as otherwise provided herein or as ordered by the Bankruptcy Court, all Distributions to Holders of Allowed Claims as of the applicable Distribution Date shall be made on or as soon as practicable after the applicable Distribution Date. Distributions on account of Claims that first become Allowed Claims after the applicable Distribution Date shall be made pursuant to Section 8.02 of the Plan and on such day as selected by the Reorganized Debtor, in its sole discretion.

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(b) The Reorganized Debtor shall have the right, in its sole and absolute discretion, to accelerate any Distribution Date occurring after the Effective Date if the facts and circumstances so warrant.

Section 7.02. Interest on Claims

Unless otherwise specifically provided for in the Plan or the Confirmation Order, postpetition interest shall not accrue or be paid on Claims, and no Holder of a Claim shall be entitled to interest accruing on or after the Petition Date on any Claim. Unless otherwise specifically provided for in the Plan or the Confirmation Order, interest shall not accrue or be paid upon any Claim in respect of the period from the Petition Date to the date a final Distribution is made thereon if and after such Claim becomes an Allowed Claim.

Section 7.03. Designation; Distributions by Disbursing Agent

(a) The Reorganized Debtor or the Disbursing Agent on its behalf shall make all Distributions required to be made to Holders of Class 3, 4, and 5 Claims and Class 6 Interests, on the respective Distribution Dates under the Plan and such other Distributions to other Holders of Claims or Interests in the Debtor as are required to be made or delegated to the Disbursing Agent by the Reorganized Debtor.

(b) If the Disbursing Agent is an independent third party designated to serve in such capacity, such Disbursing Agent shall receive, without further approval from the Bankruptcy Court, reasonable compensation for distribution services rendered pursuant to the Plan and reimbursement of reasonable out of pocket expenses incurred in connection with such services from the Reorganized Debtor. No Disbursing Agent shall be required to give any bond or surety or other security for the performance of its duties unless otherwise ordered by the Bankruptcy Court.

Section 7.04. Means of Cash Payment

(a) Cash payments under this Plan shall be in U.S. funds, and shall be made, at the option, and in the sole discretion, of the Reorganized Debtor, by (i) checks drawn on or (ii) wire transfers from a domestic bank selected by the Reorganized Debtor. Cash payments to foreign Creditors may be made, at the option, and in the sole discretion, of the Reorganized Debtor, in such funds and by such means as are necessary or customary in a particular foreign jurisdiction. Cash payments made pursuant to this Plan in the form of checks issued by the Reorganized Debtor shall be null and void if not cashed within 120 days of the date of the issuance thereof. Requests for reissuance of any check shall be made directly to the Reorganized Debtor.

(b) For purposes of effectuating Distributions under the Plan, any Claim denominated in foreign currency shall be converted to U.S. Dollars pursuant to the applicable published exchange rate in effect on the Petition Date.

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Section 7.05. Fractional Distributions

Notwithstanding any other provision of the Plan to the contrary, no fractional units of New Common LLC Interests will be issued or distributed and no cash payments of fractions of cents will be made. Fractional cents shall be rounded to the nearest whole cent (with .5 cent or less to be rounded down). No cash will be paid in lieu of such fractional New Common LLC Interests in increments of less than $1,000.

Section 7.06. *De Minimis* Distributions

Notwithstanding anything to the contrary contained in the Plan, the Disbursing Agent shall not be required to distribute, and shall not distribute, Cash or other property to the Holder of any Allowed Claim if the amount of Cash or other property to be distributed on account of such Claim is less than $50. Any Holder of an Allowed Claim on account of which the amount of Cash or other property to be distributed is less than such amount shall have such Claim discharged and shall be forever barred from asserting such Claim against the Debtor, the Reorganized Debtor or their respective property. Any Cash or other property not distributed pursuant to this provision shall be the property of the Reorganized Debtor, free of any restrictions thereon, other than those contained in the New MIG Indenture, New MIG Notes and related documents.

Section 7.07. Delivery of Distributions

Distributions to Holders of Allowed Claims shall be made by the Disbursing Agent (a) at the addresses set forth on the Proofs of Claim Filed by such Holders, (b) at the addresses reflected in the Schedules if no Proof of Claim has been Filed, or (c) at the addresses set forth in any written notices of address changes delivered to the Debtor, the Reorganized Debtor or the Disbursing Agent after the date of any related Proof of Claim or after the date of the Schedules if no Proof of Claim was Filed. If any Holder' s Distribution is returned as undeliverable, a reasonable effort shall be made to determine the current address of such Holder, but no further Distributions to such Holder shall be made unless and until the Disbursing Agent is notified of such Holder' s then current address, at which time all missed Distributions shall be made to such Holder without interest. Unless otherwise agreed between the Reorganized Debtor and the Disbursing Agent, amounts in respect of undeliverable Distributions made by the Disbursing Agent shall be returned to the Reorganized Debtor, and held in trust by the Reorganized Debtor, until such Distributions are claimed, at which time the applicable amounts shall be returned to the Disbursing Agent for distribution pursuant to the Plan. All claims for undeliverable Distributions must be made on or before the second (2nd) anniversary of the Initial Distribution Date, after which date all unclaimed property shall revert to the Reorganized Debtor free of any restrictions thereon and the claims of any Holder or successor to such Holder with respect to such property shall be discharged and forever barred, notwithstanding any federal or state escheat laws to the contrary. Nothing contained in the Plan shall require the Debtor, the Reorganized Debtor or any Disbursing Agent to attempt to locate any Holder of an Allowed Claim.

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Section 7.08. Application of Distribution Record Date

At the close of business on the Distribution Record Date, the claims registers for all Claims shall be closed, and there shall be no further changes in the record Holders of such Claims. Except as provided herein, the Reorganized Debtor, the Disbursing Agent, and each of their respective agents, successors, and assigns shall have no obligation to recognize any transfer of 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 stated on the claims registers as of the close of business on the Distribution Record Date irrespective of the number of Distributions to be made under the Plan to such Persons or the date of such Distributions.

Section 7.09. Withholding, Payment and Reporting Requirements

In connection with the Plan and all Distributions under the Plan, the Disbursing Agent shall, to the extent applicable, comply with all tax withholding, payment, and reporting requirements imposed by any federal, state, provincial, local, or foreign taxing authority, and all Distributions under the Plan shall be subject to any such withholding, payment, and reporting requirements. The Disbursing Agent shall be authorized to take any and all actions that may be necessary or appropriate to comply with such withholding, payment, and reporting requirements. Notwithstanding any other provision of the Plan, (a) each Holder of an Allowed Claim that is to receive a Distribution pursuant to the Plan shall have sole and exclusive responsibility for the satisfaction and payment of any tax obligations imposed by any governmental unit, including income, withholding, and other tax obligations, on account of such Distribution, and including, in the case of any Holder of a Disputed General Unsecured Claim that has become an Allowed General Unsecured Claim, any tax obligation that would be imposed upon the Reorganized Debtor in connection with such Distribution, and (b) no Distribution shall be made to or on behalf of such Holder pursuant to the Plan unless and until such Holder has made arrangements satisfactory to the Disbursing Agent for the payment and satisfaction of such withholding tax obligations or such tax obligation that would be imposed upon the Reorganized Debtor in connection with such Distribution. Any property to be distributed pursuant to the Plan shall, pending the implementation of such arrangements, be treated as an undeliverable Distribution pursuant to Section 7.06 of the Plan.

Section 7.10. Setoffs

The Reorganized Debtor may, but shall not be required to, set off against any Claim or any Allowed Claim, and the payments or other Distributions to be made pursuant to the Plan in respect of such Claim, claims of any nature whatsoever that the Debtor or the Reorganized Debtor may have against the Holder of such Claim; provided, however, that neither the failure to do so nor the allowance of any Claim hereunder shall constitute a waiver or release by the Reorganized Debtor of any such claim that the Debtor or the Reorganized Debtor may have against such Holder.

Section 7.11. Pre-Payment

Except as otherwise provided in the Plan, any ancillary documents entered into in connection herewith, or the Confirmation Order, the Reorganized Debtor shall have the right to

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pre-pay, without penalty, all or any portion of an Allowed Claim entitled to payment in Cash at any time; provided, however, that any such pre-payment shall not be contrary to the terms of the New MIG Indenture and related documents, or otherwise prejudice, the relative priorities and parities among the Classes of Claims.

Section 7.12. No Distribution in Excess of Allowed Amounts

Notwithstanding anything to the contrary herein, no Holder of an Allowed Claim shall receive in respect of such Claim any Distribution of a value as of the Effective Date in excess of the Allowed amount of such Claim (excluding payments on account of interest due and payable from and after the Petition Date pursuant to the Plan, if any).

Section 7.13. Allocation of Distributions

All Distributions received under the Plan by Holders of Claims shall be deemed to be allocated first to the principal amount of such Claim as determined for United States federal income tax purposes and then to accrued interest, if any, with respect to such Claim.

ARTICLE VIII

PROCEDURES FOR RESOLVING DISPUTED, CONTINGENT, AND UNLIQUIDATED CLAIMS AND DISTRIBUTIONS WITH RESPECT THERETO

Section 8.01. Prosecution of Objections to Claims

(a) Objections to Claims; Estimation Proceedings

Except as set forth in the Plan or any applicable Bankruptcy Court order, all objections to Claims must be Filed and served on the Holders of such Claims by the Claims Objection Bar Date, as the same may be extended by the Bankruptcy Court upon motion by the Debtor, the Reorganized Debtor or any other party-in-interest. If a timely objection has not been Filed to a Proof of Claim or the Schedules have not been amended with respect to a Claim that (i) was Scheduled by the Debtor but (ii) was not Scheduled as contingent, unliquidated, and/or disputed, the Claim to which the Proof of Claim or Scheduled Claim relates will be treated as an Allowed Claim if such Claim has not been Allowed earlier. No payments or Distributions shall be made on account of a Claim until such Claim becomes an Allowed Claim. Notice of any motion for an order extending any Claims Objection Bar Date shall be required to be given only to those Persons or Entities that have requested notice in the Chapter 11 Case, or to such Persons as the Bankruptcy Court shall order.

The Debtor (prior to the Effective Date) or Reorganized Debtor may, at any time, request that the Bankruptcy Court estimate any contingent or unliquidated Claim pursuant to section 502(c) of the Bankruptcy Code, regardless of whether the Debtor or the Reorganized Debtor has previously objected to such Claim or whether the Bankruptcy Court has ruled on any such objection, and the Bankruptcy Court shall retain jurisdiction to estimate any Claim at any time during litigation concerning any objection to any Claim, including during the pendency of any appeal relating to any such objection. In the event the Bankruptcy Court so estimates any contingent or unliquidated Claim, that estimated amount shall constitute either the Allowed

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

The Reorganized Debtor will have no obligation to review and/or respond to any Claim that is not Filed by the applicable Bar Date unless: (i) the filer has obtained an order from the Bankruptcy Court authorizing it to File such Claim; or (ii) the Reorganized Debtor has consented to the Filing of such Claim in writing.

(b) Authority to Prosecute Objections

After the Effective Date, except with respect to Class 5 Trust Assets, only the Reorganized Debtor shall have the authority to File objections to Claims and to settle, compromise, withdraw, or litigate to judgment objections to Claims, including, without limitation, Claims for reclamation under section 546(c) of the Bankruptcy Code. The Reorganized Debtor may settle or compromise any Disputed Claim without approval of the Bankruptcy Court, subject to approval by each Class 5 Director for any proposed Allowed Claim in excess of $100,000.

Section 8.02. Treatment of Disputed Claims

(a) No Distribution Pending Allowance

Notwithstanding any other provisions of the Plan, no payments or Distributions will be made on account of a Disputed Claim or, if less than the entire Claim is a Disputed Claim, the portion of a Claim that is Disputed, until such Disputed Claim becomes an Allowed Claim.

(b) Distributions on Accounts of Disputed Claims Once They are Allowed

The Disbursing Agent shall, on the applicable Distribution Dates, make Distributions on account of any Disputed Claim that has become an Allowed Claim. Such Distributions shall be made pursuant to the provisions of the Plan governing the applicable Class. Such Distributions shall be based upon the Distributions that would have been made to the Holder of such Claim under the Plan if the Disputed Claim had been an Allowed Claim on the Effective Date in the amount ultimately Allowed.

Section 8.03. Accounts; Escrows; Reserves

The Debtor and Reorganized Debtor shall, subject to and in accordance with the provisions of this Plan (a) establish one or more general accounts into which shall be deposited all funds not required to be deposited into any other account, reserve or escrow, (b) create, fund and withdraw funds from, as appropriate, the Administrative Claims Reserve, and the Professional Fee Reserve and (c) if practicable, invest any Cash that is withheld as the applicable claims reserve in an appropriate manner to ensure the safety of the investment. Nothing in this

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Plan or the Disclosure Statement shall be deemed to entitle the Holder of a Disputed Claim to postpetition interest on such Claim, however.

(a) Administrative Claims Reserve

On the Effective Date (or as soon thereafter as is practicable), the Debtor or Reorganized Debtor shall create and fund the Administrative Claims Reserve in the amount budgeted to be used by the Reorganized Debtor to pay Distributions on account of Allowed Administrative Claims, including Claims under section 503(b)(9) of the Bankruptcy Code and lease payments under section 365(d)(5) of the Bankruptcy Code. To the extent necessary to fund payments to Allowed Claims thereunder, the funds in the Administrative Claims Reserve shall be periodically replenished by the Reorganized Debtor in such amounts as may be determined by the Reorganized Debtor in its sole discretion. The Reorganized Debtor shall be obligated to pay all Allowed Administrative Claims designated to be paid from the proceeds of the Administrative Claims Reserve thereunder in excess of the amounts actually deposited in the Administrative Claims Reserve. In the event that any Cash remains in the Administrative Claims Reserve after payment of all Allowed Administrative Claims to be paid thereunder, such Cash shall be distributed to the Reorganized Debtor as provided in Section 7.06 hereof.

(b) Professional Fee Reserve

The Debtor or Reorganized Debtor shall create and fund the Professional Fee Reserve on the Effective Date (or as soon thereafter as is practicable) in the amount of the budgeted but unpaid Professional fees projected through the Effective Date, which amount shall be used to pay Allowed Professional Fee Claims held by (i) any professionals working on behalf of the Debtor and (ii) counsel and any advisers to the Committee. The Reorganized Debtor shall be obligated to pay all Allowed Professional Fee Claims even if in excess of the amounts actually deposited in the Professional Fee Reserve. In the event that any Cash remains in the Professional Fee Reserve after payment of all Allowed Professional Fee Claims, such Cash will be distributed to the Reorganized Debtor as provided by Section 7.07 hereof.

(c) Disputed Claims Reserve

On the Effective Date and on each subsequent Distribution Date, the Debtor or Reorganized Debtor shall withhold on a Pro Rata basis from property that would otherwise be distributed to Classes of Claims entitled to Distributions under the Plan on such date, in a separate Disputed Claims Reserve, such amounts or property as may be necessary to equal one hundred percent (100%) of Distributions to which Holders of such Disputed Claims would be entitled under this Plan if such Disputed Claims were allowed in their Disputed Claim Amount. The Debtor or Reorganized Debtor may request, if necessary, estimation for any Disputed Claim that is contingent or unliquidated, or for which the Debtor or Reorganized Debtor determine to reserve less than the Face Amount. The Debtor or Reorganized Debtor shall withhold the applicable portion of the Disputed Claims Reserve with respect to such Claims based upon the estimated amount of each such Claim as estimated by the Bankruptcy Court. If the Debtor or Reorganized Debtor elect not to request such an estimation from the Bankruptcy Court with respect to a Disputed Claim that is contingent or unliquidated, the Debtor or Reorganized Debtor shall withhold the applicable Disputed Claims Amount based upon the good faith estimate of the

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amount of such Claim by the Debtor with the consent of the Committee, or the Reorganized Debtor with the consent of each Class 5 Director after the Effective Date. If practicable, the Debtor or Reorganized Debtor will invest any Cash that is withheld as the applicable Disputed Claims Reserve in an appropriate manner to ensure the safety of the investment. Nothing in this Plan or the Disclosure Statement shall be deemed to entitle the Holder of a Disputed Claim to postpetition interest on such Claim, however, except as otherwise provided in the Plan. The Reorganized Debtor shall conduct an audit and review of the amount held in the Disputed Claims Reserve by not later than 90 days after the Effective Date and every three months thereafter, after which audit any funds in the Disputed Claims Reserve in excess of the Disputed Claims Amount shall be distributed to the Indenture Trustee for distribution to Holders of New MIG Notes on the next distribution date under the New MIG Notes Indenture.

ARTICLE IX

CONDITIONS PRECEDENT TO CONFIRMATION AND CONSUMMATION OF THE PLAN

Section 9.01. Conditions to Confirmation

The following conditions precedent to the occurrence of the Confirmation Date must be satisfied unless any such condition shall have been waived by the Plan Proponents:

(a) The Confirmation Order shall have been entered in form and substance satisfactory to the Plan Proponents, and shall, among other things:

(i) provide that the Debtor and the Reorganized Debtor are authorized and directed to take all actions necessary or appropriate to enter into, implement, and consummate the Settlement Agreement, the Plan and all related contracts, instruments, releases, leases, indentures and other agreements or documents created in connection with the Plan or necessary to implement the Plan;

(ii) authorize the issuance of the New Common LLC Interests, the New MIG Notes, the New Warrants, the New MIG Notes Indenture, the Class 5 Trust Agreement and the Collateral Documents;

(b) The Bankruptcy Court finds that adequate information and sufficient notice of the Disclosure Statement, the Settlement Agreement, the Plan and the Confirmation Hearing, along with all deadlines for voting on or objecting to the Plan have been given to all relevant parties in accordance with the solicitation procedures governing such service and in substantial compliance with Bankruptcy Rules 2002(b), 3017, 9019, and 3020(b); and

(c) The Plan and all Plan Supplement documents, including any exhibits, schedules, amendments, modifications or supplements thereto, shall be acceptable to the Plan Proponents.

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Section 9.02. Conditions to the Effective Date

The following conditions precedent to the occurrence of the Effective Date must be satisfied or waived by the Plan Proponents on or prior to the Effective Date in accordance with Section 9.04 of the Plan:

(a) Each of the exhibits to the Plan and any other necessary documents shall be fully executed and delivered to the Plan Proponents, shall be in form and substance reasonably acceptable to the Plan Proponents, and shall be fully enforceable in accordance with their terms; and

(b) All Non-Appraisal Claims have been Allowed or Disallowed, provided, however, that this condition shall be met by the Debtor funding the Disputed Claim Amounts held by entities asserting Non-Appraisal Claims into the Disputed Claims Reserve with : (i) a Pro Rata share of (x) Excess Cash; (y) New MIG Notes, and (z) New Warrants distributable to Holders of Allowed Class 5 Claims, to be held subject to the cancellation of such New MIG Notes and New Warrants and Pro Rata re-distribution of such Excess Cash (as provided in Section 8.03(c) hereof) to the Indenture Trustee upon entry of a Final Order providing for the disallowance of such Disputed Non-Appraisal Claims, or the distribution of such Excess Cash, New MIG Notes and New Warrants to the underlying claimants upon entry of a Final Order providing for the Allowance of such claims.

Section 9.03. Notice of Occurrence of the Effective Date

The Debtor or Reorganized Debtor shall File a notice of the occurrence of the Effective Date within five (5) business days thereafter.

Section 9.04. Waiver of Conditions

Each of the conditions set forth in Section 9.02 may be waived in whole or in part by the Plan Proponents without any notice to parties-in-interest or the Bankruptcy Court and without a hearing.

Section 9.05. Consequences of Non-Occurrence of Effective Date

If the Confirmation Order is vacated, (a) the Plan shall be null and void in all respects; (b) any settlement of Claims or Interests in the Debtor provided for hereby shall be null and void without further order of the Bankruptcy Court; and (c) to the extent permitted under the Bankruptcy Code, the time within which the Debtor may assume and assign or reject all Executory Contracts and Unexpired Leases shall be extended for a period of one hundred twenty (120) days after the date the Confirmation Order is vacated.

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ARTICLE X

RETENTION OF JURISDICTION

Section 10.01. Scope of Retention of Jurisdiction

Under sections 105(a) and 1142 of the Bankruptcy Code, and notwithstanding entry of the Confirmation Order and occurrence of the Effective Date, and except as otherwise ordered by the Bankruptcy Court, the Bankruptcy Court shall retain exclusive jurisdiction over all matters arising out of, and related to, this Chapter 11 Case and the Plan to the fullest extent permitted by law (provided, however, that notwithstanding the foregoing, with respect to all civil proceedings arising in or related to the Chapter 11 Case and the Plan, the Bankruptcy Court shall have original but not exclusive jurisdiction, in accordance with section 1334(b) of title 28 of the United States Code), including, among other things, jurisdiction to:

(a) allow, disallow, determine, liquidate, classify, estimate, or establish the priority, secured, or unsecured status of any Claim or Interest not otherwise Allowed under the Plan (other than personal injury or wrongful death Claims, unless agreed by the Holder), including the resolution of any request for payment of any Administrative Claim and the resolution of any objections to the allowance or priority of Claims or Interests in the Debtor;

(b) hear and determine all applications for compensation and reimbursement of expenses of Professionals under the Plan or under sections 327, 328, 330, 331, 503(b), 1103, and 1129(a)(4) of the Bankruptcy Code; provided, however, that from and after the Effective Date, the payment of the fees and expenses of the Professionals of the Reorganized Debtor shall be made in the ordinary course of business and shall not be subject to the approval of the Bankruptcy Court;

(c) hear and determine all matters with respect to the assumption or rejection of any Executory Contract or Unexpired Lease to which the Debtor is a party or with respect to which the Debtor may be liable, including, if necessary, the nature or amount of any required Cure or the liquidation or allowance of any Claims arising therefrom;

(d) effectuate performance of and payments under the provisions of the Plan and enforce remedies upon any default under the Plan;

(e) hear and determine any and all adversary proceedings, motions, applications, and contested or litigated matters arising out of, under, or related to, the Chapter 11 Case, the Avoidance Actions, the Class 5 Trust Assets, the Change of Control Litigation, the Litigation Rights or the Plan, including without limitation the enforcement of the injunction provisions contained in Section 11.12 of the Plan;

(f) enter such orders as may be necessary or appropriate to execute, implement, or consummate the provisions of the Plan and all contracts, instruments, releases, and other agreements or documents created in connection with the Plan, the Disclosure Statement or the Confirmation Order;

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(g) hear and determine disputes arising in connection with the interpretation, implementation, consummation, or enforcement of the Plan, including disputes arising under agreements, documents, or instruments executed in connection with the Plan;

(h) consider any modifications of the Plan, cure any defect or omission, or reconcile any inconsistency in any order of the Bankruptcy Court, including, without limitation, the Confirmation Order;

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

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

(k) hear and determine any matters arising in connection with or relating to the Plan, the Plan Supplement, the schedules to the Plan, the Disclosure Statement, the Confirmation Order, or any contract, instrument, release, or other agreement or document created in connection with the Plan, the Plan Supplement, the schedules to the Plan, the Disclosure Statement, or the Confirmation Order;

(l) enforce, interpret, and determine any disputes arising in connection with any stipulations, orders, judgments, injunctions, releases, exculpations, indemnifications, and rulings entered in connection with the Chapter 11 Case (whether or not the Chapter 11 Case has been closed);

(m) except as otherwise limited herein, recover all assets of the Debtor and property of the Estate, wherever located;

(n) hear and determine matters concerning state, local, and federal taxes in accordance with sections 346, 505, and 1146 of the Bankruptcy Code;

(o) hear and determine all disputes involving the existence, nature, or scope of the Debtor' s discharge;

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

(q) enter a final decree closing the Chapter 11 Case.

Section 10.02. Failure of the Bankruptcy Court to Exercise Jurisdiction

If the Bankruptcy Court abstains from exercising, or declines to exercise, jurisdiction or is otherwise without jurisdiction over any matter arising in, arising under, or related to the Chapter 11 Case, including the matters set forth in Section 10.01 of the Plan, the provisions of this Article X shall have no effect upon and shall not control, prohibit, or limit the exercise of jurisdiction by any other court having jurisdiction with respect to such matter.

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ARTICLE XI

MISCELLANEOUS PROVISIONS

Section 11.01. Administrative Claims

All Administrative Expense Requests (other than as set forth in Sections 3.01(a), 11.02 or this Section 11.01 of the Plan) must be made by application Filed with the Bankruptcy Court and served on counsel for the Reorganized Debtor **no later than forty-five (45) days after the Effective Date** or their Administrative Claims shall be forever barred. In the event that the Reorganized Debtor objects to an Administrative Claim, the Bankruptcy Court shall determine the Allowed amount of such Administrative Claim; provided, however, no Administrative Expense Request by an Insider shall be Allowed without the written consent of the Class 5 Board Members. Notwithstanding the foregoing, (a) no application seeking payment of an Administrative Claim need be Filed with respect to an undisputed postpetition obligation which was paid or is payable by the Debtor in the ordinary course of business, including obligations to Insiders as set forth in the monthly budgets attached to the Debtor' s monthly operating reports or in the Agreed Budget; provided, however, that in no event shall a postpetition obligation that is contingent or disputed and subject to liquidation through pending or prospective litigation, including, but not limited to, alleged obligations arising from personal injury, property damage, products liability, consumer complaints, employment law (excluding claims arising under workers' compensation law), secondary payor liability, or any other disputed legal or equitable claim based on tort, statute, contract, equity, or common law, be considered to be an obligation which is payable in the ordinary course of business; and (b) no application seeking payment of an Administrative Claim need be Filed with respect to Cure owing under an Executory Contract or Unexpired Lease if the amount of Cure is fixed or proposed to be fixed by order of the Bankruptcy Court pursuant to a motion to assume and fix the amount of Cure Filed by the Debtor and a timely objection asserting an increased amount of Cure Filed by the non-Debtor party to the subject contract or lease; provided further, however, that postpetition statutory tax claims shall not be subject to the Administrative Claims Bar Date.

With respect to Administrative Claims, the last day for Filing an objection to any Administrative Expense Claim will be the later of (a) 180 days after the Effective Date, (b) 90 days after the filing of such Administrative Claim or (c) such other date specified in the Plan or ordered by the Bankruptcy Court.

Section 11.02. Professional Fee Claims

(a) All final requests for payment of Professional Fee Claims pursuant to sections 327, 328, 330, 331, 503(b), or 1103 of the Bankruptcy Code must be made by application Filed with the Bankruptcy Court and served on the Reorganized Debtor, their counsel, counsel to the Committee, and other necessary parties-in-interest **no later than sixty (60) days after the Effective Date**, unless otherwise ordered by the Bankruptcy Court. Objections to such applications must be Filed and served on the Reorganized Debtor, its counsel, counsel to the Committee and the requesting Professional or other Entity on or before the date that is thirty (30) days (or such longer period as may be allowed by order of the Bankruptcy Court) after the date on which the applicable application was served.

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(b) The Reorganized Debtor may, without application to or approval by the Bankruptcy Court, retain professionals and pay reasonable professional fees and expenses in connection with services rendered to it after the Effective Date.

Section 11.03. 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 on or before the Effective Date. All such fees that arise after the Effective Date shall be paid by the Reorganized Debtor. The obligation of each of the Reorganized Debtor to pay quarterly fees to the Office of the United States Trustee pursuant to section 1930 of title 28 of the United States Code shall continue until such time as the Debtor' s case is closed.

Section 11.04. Modifications and Amendments

(a) The Plan Proponents may by mutual agreement alter, amend, or modify the Plan or any exhibits thereto under section 1127(a) of the Bankruptcy Code at any time prior to the Confirmation Date. The Debtor shall provide parties-in-interest with notice of such amendments or modifications as may be required by the Bankruptcy Rules or order of the Bankruptcy Court. A Holder of a Claim or Interest that has accepted the Plan shall be deemed to have accepted the Plan, as altered, amended, modified, or clarified, if the proposed alteration, amendment, modification, or clarification does not materially and adversely change the treatment of the Claim or Interest of such Holder. In the event of any dispute as to whether such proposed alteration, amendment, modification, or clarification materially and adversely changes the treatment of the Claim or Interest of any such Holder, the Debtor shall bear the burden of demonstrating that such proposed alteration, amendment, modification, or clarification does not materially adversely change the treatment of the Claim or Interest of such Holder.

(b) After the Confirmation Date and prior to substantial consummation (as defined in section 1101(2) of the Bankruptcy Code) of the Plan, the Debtor or Reorganized Debtor, as applicable, may, under section 1127(b) of the Bankruptcy Code, institute proceedings in the Bankruptcy Court to remedy any defect or omission or to reconcile any inconsistencies in the Plan, the Disclosure Statement approved with respect to the Plan, or the Confirmation Order, and such matters as may be necessary to carry out the purpose and effect of the Plan so long as such proceedings do not adversely affect the treatment of Holders of Claims or Interests in the Debtor under the Plan; provided, however, that, to the extent required, prior notice of such proceedings shall be served in accordance with the Bankruptcy Rules or an order of the Bankruptcy Court. A Holder of a Claim or Interest that has accepted the Plan shall be deemed to have accepted the Plan, as altered, amended, modified, or clarified, if the proposed alteration, amendment, modification, or clarification does not materially and adversely change the treatment of the Claim or Interest of such Holder. In the event of any dispute as to whether such proposed alteration, amendment, modification, or clarification materially and adversely changes the treatment of the Claim or Interest of any such Holder, the Debtor or Reorganized Debtor, as the case may be, shall bear the burden of demonstrating that such proposed alteration, amendment, modification, or clarification does not materially adversely change the treatment of the Claim or Interest of such Holder.

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Section 11.05. Continuing Exclusivity and Solicitation Period

Subject to further order of the Bankruptcy Court, until the Effective Date, the Debtor and the Committee shall, pursuant to section 1121 of the Bankruptcy Code, retain the exclusive right to amend the Plan and to solicit acceptances thereof, and any modifications or amendments thereto.

Section 11.06. Severability of Plan Provisions

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

Section 11.07. Successors and Assigns and Binding Effect

The rights, benefits, and obligations of any Person or Entity named or referred to in the Plan shall be binding on, and shall inure to the benefit of, any heir, executor, administrator, personal representative, successor, or assign of such Person or Entity, including, but not limited to, the Reorganized Debtor and all other parties-in-interest in the Chapter 11 Case.

Section 11.08. Compromises and Settlements

From and after the Effective Date, the Reorganized Debtor may compromise and settle various Claims against or Interests in the Debtor, Litigation Rights, and/or Avoidance Actions that they may have against other Persons or Entities without any further approval by the Bankruptcy Court; provided, however, that to the extent any such Claims, Litigation Rights or Avoidance Actions are pending before the Bankruptcy Court pursuant to Filings made during the pendency of the Chapter 11 Case, the Debtor shall be required to obtain an appropriate order of the Bankruptcy Court concluding any such Filings and provided further the Reorganized Debtor shall obtain the prior consent of each Class 5 Director to any such compromise or settlement in excess of $100,000.

Until the Effective Date, the Debtor expressly reserves the right to compromise and settle (subject to the approval of the Bankruptcy Court) Claims against or Interests in the Debtor, Avoidance Actions, Litigation Rights or other claims that it may have against other Persons or Entities, provided it shall obtain the prior consent of the Committee to any such compromises or settlements with any Person or Entity in an aggregate amount in excess of $100,000.

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Section 11.09. Releases and Satisfaction of Subordination Rights

All Claims against the Debtor and all rights and claims between or among the Holders of Claims relating in any manner whatsoever to any claimed subordination rights shall be deemed satisfied by the Distributions under, described in, contemplated by, and/or implemented in Article III of the Plan. Distributions under, described in, contemplated by, and/or implemented by the Plan to the various Classes of Claims or Interests hereunder shall not be subject to levy, garnishment, attachment, or like legal process by any Holder of a Claim or Interest by reason of any claimed subordination rights or otherwise, so that each Holder of a Claim or Interest shall have and receive the benefit of the Distributions in the manner set forth in the Plan.

Section 11.10. Releases and Related Matters

(a) Releases by Debtor

As of the Effective Date, for good and valuable consideration, the adequacy of which is hereby confirmed, the Debtor, the Reorganized Debtor and any Person or Entity seeking to exercise the rights of the Debtor' s estate, including, without limitation, any successor to the Debtor or any estate representative appointed or selected pursuant to section 1123(b)(3) of the Bankruptcy Code, shall be deemed to forever release, waive, and discharge each of the Exculpated Parties from any and all claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action (including Avoidance Actions), and liabilities whatsoever in connection with or related to the Debtor, the conduct of the Debtor' s business, the Chapter 11 Case, or the Plan (other than the rights of the Debtor, the Reorganized Debtor, the Indenture Trustee, the Class 5 Trustee or a Creditor holding an Allowed Claim to enforce the obligations under the Confirmation Order and the Plan and the contracts, instruments, releases, indentures, and other agreements or documents delivered thereunder), whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, then existing or thereafter arising, in law, equity, or otherwise, that are based in whole or 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 Debtor, the conduct of the Debtor' s business, the Reorganized Debtor, the Chapter 11 Case, the Disclosure Statement or the Plan, and that may be asserted by or on behalf of the Debtor, the Estate, or the Reorganized Debtor against any of the shareholders, directors, officers, employees or advisors of the Debtor as of the Petition Date and through the Effective Date, excluding claims resulting from gross negligence, willful misconduct, breach of fiduciary duty, self-interested transactions or intentional tort, any Professionals of the Debtor, and (iii) the Committee, its members, and its advisors, respectively (but not its members in their individual capacities); provided, however, that nothing in this Section 11.10(a):

(i) shall be deemed to prohibit the Reorganized Debtor from asserting and enforcing any claims, obligations, suits, judgments, demands, debts, rights, Causes of Action or liabilities they may have against any employee (including directors and officers) for alleged breach of confidentiality, or any other contractual obligations owed to the Debtor or the Reorganized Debtor, including non-compete and related agreements or obligations;

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(ii) constitutes a waiver of any right of the Reorganized Debtor to: (x) enforce all rights and claims concerning any and all intellectual property (including, without limitation, trademarks, copyrights, patents, customer lists, trade secrets and confidential or proprietary business information), all of which rights are expressly reserved and not released and (y) assert any defense based on whether or not applicable standards have been met;

(iii) shall be deemed to prohibit any party from asserting or enforcing any direct contractual obligation against any Releasee, with all rights and defenses to such claims being reserved by the Releasees; or

(iv) shall constitute a release of any rights, Claims, Intercompany Claims or Causes of Action related to or arising from the validity or enforceability of the Change of Control Provisions in the ITCL LLC Agreement and PSA.

THE FOREGOING RELEASE IN FAVOR OF ANY RELEASEE IS CONDITIONED UPON AND IN CONSIDERATION OF SUCH ENTITIES' WRITTEN AGREEMENT TO BE BOUND TO THE TERMS OF THIS PLAN, INCLUDING WITHOUT LIMITATION THEIR AGREEMENT TO COMPLY WITH THE PROVISIONS OF SECTIONS 5.10 AND 11.12 OF THIS PLAN AND TO SUBJECT THEMSELVES TO THE JURISDICTION OF THE BANKRUPTCY COURT FOR PURPOSES OF ENFORCEMENT OF THE TERMS OF THIS PLAN, AS SET FORTH IN THE ACKNOWLEDGEMENT AND AGREEMENT OF RELEASEES TO BE DELIVERED AS PART OF THE PLAN SUPPLEMENT. For the avoidance of doubt, nothing herein constitutes or shall constitute a waiver, release, discharge or compromise by the Debtor, its Estate or the Reorganized Debtor with respect to the Malpractice Action.

(b) Releases by Holders of Claims

As of the Effective Date and to the extent permitted under Delaware law, Holders of Claims and Interests shall be deemed to have conclusively, absolutely, unconditionally, irrevocably and forever released and discharged the Debtor, Debtor Parent, the Debtor Parent Affiliates, the Reorganized Debtor, and the directors, officers, employees or advisors of the Debtor as of the Petition Date and through the Effective Date (the "Releasees") from any and all Claims (including Intercompany Claims and the Alleged Fraudulent Transfer Claims), Interests, Causes of Action or Avoidance Actions that such Entity would have been legally entitled to assert (whether individually or collectively or directly, indirectly or derivatively, at law, in equity or otherwise), based on or relating to, or in any manner arising from, in whole or in part, the Debtor, the Debtor' s restructuring, the conduct of the Debtor' s business, the Chapter 11 Case, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the business or contractual arrangements between any Releasee and the Debtor, the restructuring of Claims and Interests prior to or in the Chapter 11 Case, the negotiation, formulation or preparation of the Plan and Disclosure Statement, or related agreements, instruments, or other documents, upon any other act or omission, transaction, agreement, event or other occurrence taking place on or before the Effective Date, other than Claims or liabilities arising out of or relating to any act or omission of the Debtor, the Reorganized Debtor, or a Releasee that constitutes a failure to perform the duty to act in good faith, with the care of an ordinarily prudent person and in a manner the Debtor, the Reorganized Debtor, or the Releasee

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reasonably believed to be in the best interests of the Debtor (to the extent such duty is imposed by applicable non-bankruptcy law) where such failure to perform constitutes willful misconduct or gross negligence AND other than the rights of the Debtor, the Reorganized Debtor, the Indenture Trustee, the Class 5 Trustee or a Creditor holding an Allowed Claim to enforce the obligations under the Confirmation Order and the Plan and the contracts, instruments, releases, indentures, and other agreements or documents delivered thereunder); provided, however, that nothing in this Section 11.10(b):

(i) shall be deemed to prohibit any party from asserting or enforcing any direct contractual obligation against any Releasee, with all rights and defenses to such claims being reserved by the Releasees; or

(ii) shall constitute a release of any rights, Claims, Intercompany Claims or Causes of Action related to or arising from the validity or enforceability of the Change of Control Provisions in the ITCL LLC Agreement and PSA.

THE FOREGOING RELEASE IN FAVOR OF ANY RELEASEE IS CONDITIONED UPON AND IN CONSIDERATION OF SUCH ENTITIES' WRITTEN AGREEMENT TO BE BOUND TO THE TERMS OF THIS PLAN, INCLUDING WITHOUT LIMITATION THEIR AGREEMENT TO COMPLY WITH THE PROVISIONS OF SECTIONS 5.10 AND 11.12 OF THIS PLAN AND TO SUBJECT THEMSELVES TO THE JURISDICTION OF THE BANKRUPTCY COURT FOR PURPOSES OF ENFORCEMENT OF THE TERMS OF THIS PLAN, AS SET FORTH IN THE ACKNOWLEDGEMENT AND AGREEMENT OF RELEASEES TO BE DELIVERED AS PART OF THE PLAN SUPPLEMENT.

Section 11.11. Discharge of the Debtor

(a) Pursuant to section 1141(d) of the Bankruptcy Code, and except as otherwise provided herein or in the Confirmation Order, all consideration distributed under the Plan shall be in exchange for, and in complete satisfaction, settlement, discharge, and release, effective as of the Effective Date, of all Claims, Interests and Causes of Action of any nature whatsoever, including any interest accrued on such Claims or Interests from and after the Petition Date, whether known or unknown, against, liabilities of, Liens on, obligations of, rights against, and Interests in, the Debtor or any of its assets or properties and, regardless of whether any property shall have been abandoned by order of the Bankruptcy Court, retained, or distributed pursuant to the Plan on account of such Claims and Interests, including demands, liabilities and Causes of Action that arose before the Effective Date, and all debts of the kind specified in section 502 of the Bankruptcy Code, whether or not (i) a Proof of Claim based upon such debt is Filed or deemed Filed under section 501 of the Bankruptcy Code, (ii) a Claim based upon such debt is Allowed under section 502 of the Bankruptcy Code, (iii) a Claim based upon such debt is or has been Disallowed by order of the Bankruptcy Court, or (iv) the Holder of a Claim based upon such debt accepted the Plan. The Plan shall bind all Holders of Claims and Interests, notwithstanding whether any such Holders failed to vote to accept or reject the Plan or voted to reject the Plan.

(b) As of the Effective Date, except as provided in the Plan or the Confirmation Order, all Persons shall be precluded from asserting against the Debtor or the

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Reorganized Debtor or any of their assets or properties, any other or further Claims, Interests, debts, rights, Causes of Action, claims for relief, liabilities, or equity interests relating to the Debtor based upon any act, omission, transaction, occurrence, or other activity of any nature that occurred prior to the Effective Date. In accordance with the foregoing, except as provided in the Plan or the Confirmation Order, the Confirmation Order shall be a judicial determination, as of the Effective Date, of discharge of all such Claims and other debts and liabilities against the Debtor and termination of all Preferred Equity Interests and Common Equity Interests, pursuant to sections 524 and 1141 of the Bankruptcy Code, and such discharge shall void any judgment obtained against the Debtor at any time, to the extent that such judgment relates to a discharged Claim or terminated Interest.

(c) Travelers Casualty and Surety Company of America, which issued surety bonds for the Debtor to cover certain state employment/ workers' compensation obligations, is a holder of a Secured Claim to the extent of the value of its collateral and otherwise as a holder of an administrative claim against the estate. The Plan shall not and does not prejudice, impair, waive, limit or otherwise affect the respective rights, claims and defense of Travelers regarding bonds, indemnity agreements and the collateral that secures its claims. The Plan does not release, compromise, or otherwise affect in any way, Travelers' rights against any indemnitor or third party. The Plan reserves all of Travelers' rights and defenses (including by way of subrogation or any other surety defenses available in law or equity) against any entity or person with respect to any claim raised under the bonds. The Debtor agrees that it shall not be entitled to a return of any collateral unless and until Travelers has been repaid all amounts due to Travelers on account of the bonds and indemnity agreement, and is presented with a release of Travelers for the liability of Travelers for all claims or potential liability under the bonds in form and content satisfactory to Travelers in its reasonable discretion.

Section 11.12. Injunction

(a) Except as provided in the Plan or the Confirmation Order, as of the Effective Date, all Persons that have held, currently hold, may hold, or allege that they hold, a Claim, Interest or other debt or liability that is discharged pursuant to Section 11.11 of the Plan, released pursuant to Section 11.10 of the Plan, or is subject to exculpation pursuant to Section 11.13 of the Plan are permanently enjoined from taking any of the following actions against the Debtor, the Reorganized Debtor, and their respective affiliates or their property on account of any such discharged Claims, debts, or liabilities or terminated Interests or rights: (i) commencing or continuing, in any manner or in any place, any action or other proceeding of any kind; (ii) enforcing, attaching, collecting, or recovering in any manner any judgment, award, decree, or order against the Debtor, the Reorganized Debtor or its property; (iii) creating, perfecting, or enforcing any Lien or encumbrance; (iv) asserting a right of setoff, recoupment or subrogation of any kind against any debt, liability, or obligation due to the Debtor or the Reorganized Debtor; (v) commencing or continuing any action, in each such case in any manner, in any place, or against any Person that does not comply with or is inconsistent with the provisions of the Plan; or (vi) for so long as any amount is outstanding under the New MIG Notes, taking any action to cause or effectuate directly or indirectly an ITC Cellular Change of Control under the ITCL LLC Agreement or PSA.

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(b) Without limiting the effect of the foregoing provisions of this Section 11.12 upon any Person, by accepting Distributions pursuant to the Plan, each Holder of an Allowed Claim or Interest receiving a Distribution pursuant to the Plan shall be deemed to have specifically consented to the injunctions set forth in this Section 11.12.

(c) Nothing in this Section 11.12 shall impair (i) the rights of any Holder of a Disputed Claim to establish its Claim in response to an objection Filed by the Debtor or the Reorganized Debtor, (ii) the rights of any defendant in an Avoidance Action Filed by the Debtor to assert defenses in such action, or (iii) the rights of any party to an Executory Contract or Unexpired Lease that has been assumed by the Debtor pursuant to an order of the Bankruptcy Court or the provisions of the Plan to enforce such assumed contract or lease.

Section 11.13. Exculpation and Limitations of Liability

(a) On the Effective Date, the Exculpated Parties shall neither have, nor incur any liability to any Holder of a Claim or an Interest, the Debtor, the Reorganized Debtor, or any other party-in-interest, or any of their respective agents, employees, representatives, advisors, attorneys, or affiliates, or any of their successors or assigns, for any prepetition or postpetition act or omission in connection with, relating to, or arising out of, the Chapter 11 Case, the formulation, negotiation, or implementation of the Plan, the solicitation of acceptances of the Plan, the pursuit of Confirmation of the Plan, the Confirmation of the Plan, the consummation of the Plan, or the administration of the Plan or the property to be distributed under the Plan, except for acts or omissions that are the result of fraud, gross negligence, or willful misconduct; provided, however, that the foregoing is not intended to limit or otherwise impact any defense of qualified immunity that may be available under applicable law; provided further, that each Exculpated Party shall be entitled to rely upon the advice of counsel concerning his, her or its duties pursuant to, or in connection with, the Plan; provided still further, that the foregoing Exculpation shall not be deemed to, release, affect, or limit any of the rights and obligations of the Exculpated Parties from, or exculpate the Exculpated Parties with respect to, any of the Exculpated Parties' obligations or covenants arising pursuant to the Plan or the Confirmation Order.

(b) Notwithstanding any other provision of the Plan, no Holder of a Claim or an Interest, the Debtor, the Reorganized Debtor, the Committee, no other party-in-interest, none of their respective agents, employees, representatives, advisors, attorneys, or affiliates, and none of their respective successors or assigns shall have any right of action against any of the Exculpated Parties for any act or omission in connection with, relating to, or arising out of, the Chapter 11 Case, the formulation, negotiation, or implementation of the Plan, solicitation of acceptances of the Plan, the pursuit of Confirmation of the Plan, the Confirmation of the Plan, the consummation of the Plan, or the administration of the Plan or the property to be distributed under the Plan, except for acts or omissions which are the result of fraud, gross negligence, or willful misconduct.

Section 11.14. Term of Injunctions or Stays

Unless otherwise provided herein or in the Confirmation Order, all injunctions or stays provided for in the Chapter 11 Case under sections 105 or 362 of the Bankruptcy Code or

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otherwise, and existing on the Confirmation Date (excluding any injunctions or stays contained in the Plan or the Confirmation Order), shall remain in full force and effect until the Effective Date.

Section 11.15. Revocation, Withdrawal or Non-Consummation

The Plan Proponents reserve the right to revoke or withdraw the Plan at any time prior to the Confirmation Date and to File subsequent plans of reorganization. If the Plan Proponents revoke or withdraw the Plan prior to the Confirmation Date, or if Confirmation or the Effective Date does not occur, then (a) the Plan shall be null and void in all respects, (b) any settlement or compromise embodied in the Plan (including the fixing or limiting to an amount certain any Claim or Class of Claims), assumption or rejection of Executory Contracts or Unexpired Leases effected by the Plan, and any document or agreement executed pursuant to the Plan shall be deemed null and void, and (c) nothing contained in the Plan, and no acts taken in preparation for consummation of the Plan, shall (i) constitute or be deemed to constitute a waiver or release of any Claims against, or any Interests in, the Debtor, or any Avoidance Actions, Litigation Rights or other claims by or against the Debtor, the Committee or any Person or Entity, (ii) prejudice in any manner the rights of the Debtor, the Committee, or any Person or Entity in any further proceedings involving the Debtor, or (iii) constitute an admission of any sort by the Debtor, the Committee, or any other Person or Entity.

Section 11.16. Plan Supplement

The Plan Supplement shall be Filed with the Bankruptcy Court at least ten (10) days prior to the Confirmation Hearing or by such later date as may be established by order of the Bankruptcy Court, provided that all documents set forth in the Plan Supplement shall first have been approved by both the Debtor and the Committee. Upon such Filing, all documents set forth in the Plan Supplement may be inspected in the office of the Clerk of the Bankruptcy Court during normal business hours. Holders of Claims or Interests may obtain a copy of any document set forth in the Plan Supplement upon written request to the Debtor in accordance with Section 11.22 of the Plan.

Section 11.17. Dissolution of the Committee

On the Effective Date, the Committee shall be dissolved and its members shall be deemed released of any continuing duties, responsibilities and obligations in connection with the Debtor' s Chapter 11 Case or the Plan and its implementation, and the retention and employment of the Committee' s attorneys, accountants and other agents shall terminate.

Section 11.18. Termination of Confidentiality Obligations

Except for any Persons serving as Class 5 Directors, Class 5 Trustee or counsel to the Class 5 Trust, the members of and advisors to the Committee, any other Holder of a Claim or Interest in the Debtor and their respective predecessors, successors and assigns shall cease to be obligated and bound by the terms of any confidentiality agreement executed by them in connection with this Chapter 11 Case or the Debtor, except to the extent that such agreement, by its terms, may continue in effect after the Confirmation Date.

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Section 11.19. Notices

Any notice, request, or demand required or permitted to be made or provided under the Plan shall be (a) in writing, (b) served by (i) certified mail, return receipt requested, (ii) hand delivery, (iii) overnight delivery service, (iv) first class mail, or (v) facsimile transmission, and (c) deemed to have been duly given or made when actually delivered or, in the case of notice by facsimile transmission, when received and telephonically confirmed, addressed as follows:

If to the Debtor:

Greenberg Traurig LLP
Attn: Nancy A. Mitchell, Esq.
Maria J. DiConza, Esq.
200 Park Avenue
New York, New York 10166
Tel: (212) 801-9200
Fax: (212) 801-6400

If to the Reorganized Debtor:

MIG, Inc.
5960 Fairview Road
Suite 400
Charlotte, NC 28210
Tel: (704) 496-2750
Fax: (704) 496-2751

If to the Committee:

Baker & McKenzie LLP
Attn: Carmen Lonstein, Esq.
Andrew McDermott, Esq.
Lawrence Vonckx
One Prudential Plaza, Suite 3500
130 East Randolph Drive
Chicago, Illinois 60601
Tel: (312) 861-8000
Fax: (312) 861-2899

Section 11.20. Computation of Time

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

Section 11.21. Governing Law

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

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and implementation of the Plan and (except as may be provided otherwise in any such agreements, documents, or instruments) any agreements, documents, and instruments executed in connection with the Plan and (b) the laws of the state of incorporation of the Debtor shall govern corporate governance matters with respect to the Debtor; in each case without giving effect to the principles of conflicts of law thereof.

Section 11.22. Exhibits

All exhibits are incorporated into and are a part of this Plan as if set forth in full herein, and, to the extent not annexed hereto, such exhibits shall be Filed with the Bankruptcy Court on or before the Exhibit Filing Date. After the Exhibit Filing Date, copies of exhibits can be obtained upon written request to Greenberg Traurig LLP, The Nemours Building, 1007 North Orange Street, Suite 1200, Wilmington, Delaware 19801, Attn: Scott D. Cousins, Esq. and Sandra G. M. Selzer, Esq., and 200 Park Avenue, New York, New York 10166, Attn: Nancy A. Mitchell, Esq. and Maria J. DiConza, Esq., counsel to the Debtor or by downloading such exhibits from the Bankruptcy Court' s website at http://www.deb.uscourts.gov (registration required) or the Claims Agent' s website at http://www.gardencitygroup.com/cases/fullcase/1517. To the extent any exhibit is inconsistent with the terms of the Plan, unless otherwise ordered by the Bankruptcy Court, the non-exhibit portion of the Plan shall control.

/s/ Scott D. Cousins
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Sandra G. M. Selzer (DE Bar No. 4283)
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Counsel to the Official Committee of Unsecured Creditors

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SCHEDULE I
Allowed Appraisal Claims
Non-Appendix A Judgment Holders

Petitioner Name [1]	# Shares [2]	Appraisal Judgment Amount as of 6/5/09 [3]	Appraisal Action PAID Fees and Expenses [4]	Appraisal Judgment Amount + Interest Per Schedule III	Schedule I Estimated Allowed Class 5 Claims (less Top-Up Share TBD) [5]
Zazove Associates LLC	904,620	$ 49,039,450.20		$ 53,273,071.80	$ 53,273,071.80
Private Management Group Inc.	755,263	$ 40,942,807.23		$ 44,477,438.07	$ 44,477,438.07
Black Horse Capital LP	281,818	$ 15,277,353.78		$ 16,596,262.02	$ 16,596,262.02
Black Horse Capital QP LP	115,158	$ 6,242,715.18		$ 6,781,654.62	$ 6,781,654.62
Black Horse Capital Offshore Ltd. [assigned to Black Horse Capital Master Fund Ltd.]	94,735	$ 5,135,584.35		$ 5,578,944.15	$ 5,578,944.15
Gracie Capital [3]	318,560	$ 14,074,347.15		$ 17,712,302.35	$ 17,712,302.35
Lanphier Capital Mangement	116,518	$ 6,316,440.78		$ 6,861,745.02	$ 6,861,745.02
Milestone Vimba Fund LP	81,686	$ 4,428,198.06		$ 4,810,488.54	$ 4,810,488.54
Cohanzick Management LLC (including Gabriel Capital)	157,978	$ 8,563,987.38		$ 9,303,324.42	$ 9,303,324.42
MSF 93 LP	10,000	$ 542,100.00		$ 588,900.00	$ 588,900.00
Hedgehog Capital LLC	9,179	$ 497,593.59		$ 540,551.31	$ 540,551.31
Patrick Conlin	3,400	$ 184,314.00		$ 200,226.00	$ 200,226.00
Ingalls & Snyder LLC	21,500	$ 1,168,225.50		$ 1,266,135.00	$ 1,266,135.00
Farallon Capital Partners, L.P.	81,393	$ 4,412,314.53		$ 4,793,233.77	$ 4,793,233.77
Farallon Capital Institutional Partners, L.P.	57,778	$ 3,132,145.38		$ 3,402,546.42	$ 3,402,546.42
Farallon Capital Institutional Partners II, L.P.	6,600	$ 357,786.00		$ 388,674.00	$ 388,674.00
Farallon Capital Institutional Partners III, L.P.	19,400	$ 1,051,674.00		$ 1,142,466.00	$ 1,142,466.00
Tinicum Partners, L.P.		$ –		$ –	$ –
Farallon Capital Offshore Investors II, L.P.	49,880	$ 2,703,994.80		$ 2,937,433.20	$ 2,937,433.20
Noonday Capital Partners, L.L.C.	11,700	$ 634,257.00		$ 689,013.00	$ 689,013.00
Farallon Capital Offshore Investors, Inc.	78,535	$ 4,257,382.35		$ 4,624,926.15	$ 4,624,926.15
Noonday Offshore, Inc.	23,500	$ 1,273,935.00		$ 1,383,915.00	$ 1,383,915.00
TOTAL	3,199,201	$ 170,236,606.26		$ 187,353,250.84	$ 187,353,250.84
Settlement Share Price (See Schedule III)	$58.89				
GRAND TOTAL Allowed Class 5 Claims (less Top-Up Share) (Sum of Schedules I & II)	3,533,662	$ 188,367,736.67			$ 207,049,659.13

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1 Named Petitioners in Appraisal Action as defined in the Appraisal Judgment (on behalf of themselves and as agent for certain beneficial holders, as applicable).

2 Source is Amended Joint Pre-Trial Stipulation and Order in Appraisal Action. Modified to reflect (i) assignment between Farallon Capital Partners, L.P., Farallon Capital Institutional Partners, L.P., Farallon Offshore Investors, Inc., Farallon Capital Offshore Investors II, L.P. and Tinicum Paratners, L.P. and Black Horse Capital Management LLC on behalf of itself and its affiliates Black Horse Capital LP, Black Horse Capital (QP) LP and Black Horse Capital Master Fund Ltd., dated July 14, 2009, and (ii) assignment between Zazove Assocaites, LLC and Black Horse Capital Management LLC on behalf of itself and its affiliates Black Horse Capital LP, Black Horse Capital (QP) LP and Black Horse Capital Master Fund Ltd., dated July 15, 2009.

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3 Pursuant to a Stipulation and Order entered March 27, 2009 in the Appraisal Action, the "Judgment Amount Plus Interest Per Schedule III" for Gracie Capital is calculated by $14,074,347.15 per Appraisal Judgment + (318,560 x [58.89 − 47.47]).

4 Appraisal Paid Fees are subject to pending discussions between the Debtor and the Committee related to the Settlement Agreement.

5 Total Schedule I Estimated Allowed Class 5 Claims are subject to increase for Appraisal Paid Fees and Top Up Share.

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SCHEDULE II *
Allowed Appraisal Claims
Appendix A Judgment Holders

SCHEDULE II (1)
ALLOWED APPRAISAL CLAIMS FOR ENTITIES NAMED IN APPENDIX A TO APPRAISAL JUDGMENT

Creditors Named in "Appendix A" of Appraisal Judgment (3)	# Shares	Appraisal Judgment 6/5/09	Estimated Allowed Class 5 Claims for Sched. II Holders (Appraisal Judgment Amount + Interest Per Schedule III + TBD Top Up Share) (4)	Unpaid Fees and Expenses Reimbursable to Farallon Entities (2) From "Appendix A" Judgment Creditors	Unpaid Fees and Expenses To Grant & Eisenhofer From "Appendix A" Judgment Creditors	Estimated Amount Payable to Sched. II Petitioner from Debtor (Less Top Up Share)
Maxim Group (Anthony G. Polak on behalf of multiple clients)	15,600	$ 845,676.00	$ 918,684.00	$ 4,957.50	$ 14,789.34	$ 898,937.17
Delaware Charter G&T Company Trust, FBO David Gale IRA	15,700	$ 851,097.00	$ 924,573.00	$ 4,989.28	$ 14,884.14	$ 904,699.58
NFS/FMTC IRA, FBO Donald C. Stracke	400	$ 21,684.00	$ 23,556.00	$ 127.12	$ 379.21	$ 23,049.67
Richard D. Squires	2,750	$ 149,077.50	$ 161,947.50	$ 873.92	$ 2,607.09	$ 158,466.49
Bin Shi	1,600	$ 86,736.00	$ 94,224.00	$ 508.46	$ 1,516.86	$ 92,198.68
APG Capital LP	17,208	$ 932,845.68	$ 1,013,379.12	$ 5,468.50	$ 16,313.78	$ 991,596.84
FMTC TTEE Healthcare Partners FBO Danielle A. Summers	100	$ 5,421.00	$ 5,889.00	$ 31.78	$ 94.80	$ 5,762.42
Ryan Vardeman, Palogic Fund	13,500	$ 731,835.00	$ 795,015.00	$ 4,290.14	$ 12,798.47	$ 777,926.39
Charles Schwab and Company (Michael A. Summers; representing Danielle A. Summers, Michael Anthony Summers Charles Schwab & Co. Inc. Cust, and Michael Anthony Summers)	5,115	$ 277,284.15	$ 301,222.35	$ 1,625.49	$ 4,849.20	$ 294,747.67
Kathryn T. Kaminsky	251	$ 13,606.71	$ 14,781.39	$ 79.76	$ 237.96	$ 14,463.67
Robin S. Clark	1,840	$ 99,746.60	$ 108,357.60	$ 584.73	$ 1,744.38	$ 106,028.49
Susan M. Green and Keith Green	600	$ 32,526.00	$ 35,334.00	$ 190.67	$ 568.82	$ 34,574.51
Jerry Napolitan (SAR/SEP IRA)	160	$ 8,673.00	$ 9,422.40	$ 50.85	$ 151.69	$ 9,219.87
Jerry Napolitan	1,886	$ 102,240.06	$ 111,066.54	$ 599.35	$ 1,787.99	$ 108,679.20
John T. Wells III & Margaret S. Well Tr B,	1,500	$ 81,315.00	$ 88,335.00	$ 476.68	$ 1,422.05	$ 86,436.27
Delta Dividend Group, Inc.	450	$ 24,394.50	$ 26,500.50	$ 143.00	$ 426.62	$ 25,930.88
JP Morgan Chase, Stuart Subotnick & John Kluge	200,000	$ 10,842,000.00	$ 11,778,000.00	$ 63,557.64	$ 189,606.89	$ 11,524,835.46
Foong Leon IE	200	$ 10,842.00	$ 11,778.00	$ 63.56	$ 189.61	$ 11,524.84
Palm Beach Trading Ent Inc.	7,000	$ 379,470.00	$ 412,230.00	$ 2,224.52	$ 6,636.24	$ 403,369.24
PTR Fund LP	15,500	$ 840,255.00	$ 912,795.00	$ 4,925.72	$ 14,694.53	$ 893,174.75
B. Riley & Co Inc Average Price A/C	7,481	$ 405,545.01	$ 440,556.09	$ 2,377.37	$ 7,092.25	$ 431,086.47
Munck, Michael C.	10,000	$ 542,100.00	$ 588,900.00	$ 3,177.88	$ 9,480.34	$ 576,241.77
Johnson, Kenneth W.	2,000	$ 108,420.00	$ 117,780.00	$ 635.58	$ 1,896.07	$ 115,248.35
Munck, Nanci	4,500	$ 243,945.00	$ 265,005.00	$ 1,430.05	$ 4,266.16	$ 259,308.80
Cherry, Marc H.	900	$ 48,789.00	$ 53,001.00	$ 286.01	$ 853.23	$ 51,861.76

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Spector & Bennett Profit Sharing Plan	1,500	$ 81,315.00	$ 88,335.00	$ 476.68	$ 1,422.05	$ 86,436.27
Gospel for Asia	400	$ 21,684.00	$ 23,556.00	$ 127.12	$ 379.21	$ 23,049.67
Alan E. Weiner	600	$ 32,526.00	$ 35,334.00	$ 190.67	$ 568.82	$ 34,574.51
RAM T LP	3,000	$ 162,630.00	$ 176,670.00	$ 953.36	$ 2,844.10	$ 172,872.53
Steven W. Schultz	500	$ 27,105.00	$ 29,445.00	$ 158.89	$ 474.02	$ 28,812.09
Suzanne and Timothy Fink	1,900	$ 102,999.00	$ 111,891.00	$ 603.80	$ 1,801.27	$ 109,485.94
Mark Sorensen	250	$ 13,552.50	$ 14,722.50	$ 79.45	$ 237.01	$ 14,406.04
Craig Takiguchi	70	$ 3,794.70	$ 4,122.30	$ 22.25	$ 66.36	$ 4,033.69
TOTAL	334,461	$ 18,131,130.41	**$ 19,696,408.29**	**$ 106,287.76**	**$ 317,080.56**	**$ 19,273,039.97**

(1) Unpaid Fees and Expenses shall be payable to Farallon Entities and Grant & Eisenhofer only to the extent awarded in a Final Order of The Chancery Court in the Appraisal Action; any amounts not awarded to Farallon Entities and Grant & Eisenhofer shall be paid directly to the Holder.

Settlement Share Price (See Schedule III) $58.89

(2) The "Farallon Entities" are comprised of Farallon Capital Partners, L.P., Farallon Capital Institutional Partners, L.P., Farallon Capital Institutional Partners II, L.P., Farallon Capital Institutional Partners III, L.P., Tinicum Partners, L.P., Farallon Capital Offshore Investors II, L.P., Noonday Capital Partners, L.L.C., Farallon Capital Offshore Investors, Inc., and Noonday Offshore, Inc.

(3) On behalf of themselves and as agent for certain beneficial holders, as applicable.

(4) Top Up Share pro rata calculation is pending

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SCHEDULE III
Settlement Share Price (SSP) Schedule

Judgment Per Share	47.47		
Interest Award	5% over the Federal Reserve Discount Rate from appraisal date until final judgement is paid, compounded quarterly		
Merger	8/22/2007 "Appraisal Date"		
F.R Discount Rate	5.75	%	8/17/2007
	5.25	%	9/18/2007
	5.00	%	10/31/2007
	4.75	%	12/11/2007
	4.00	%	1/22/2008
	3.50	%	1/30/2008
	3.25	%	3/16/2008
	2.50	%	3/18/2008
	2.25	%	4/30/2008
	1.75	%	10/8/2008
	1.25	%	10/29/2008
	0.50	%	12/16/2008
	0.75	%	2/19/2010

Period Beginning Date	**Period Ending Date**	**Days**	**F. R. Discount Rate**	**Interest over F.R Rate**	**Quarterly Interest**	**Settlement Share Price**
8/22/2007						$ 47.47
8/22/2007	11/22/2007	92	5.75%	5.00%	2.71%	$ 48.76
11/22/2007	2/22/2008	92	5.00%	5.00%	2.52%	$ 49.99
2/22/2008	5/22/2008	90	3.50%	5.00%	2.10%	$ 51.03
5/22/2008	8/22/2008	92	2.25%	5.00%	1.83%	$ 51.97
8/22/2008	11/22/2008	92	2.25%	5.00%	1.83%	$ 52.91
11/22/2008	2/22/2009	92	1.25%	5.00%	1.58%	$ 53.75
2/22/2009	5/22/2009	89	0.50%	5.00%	1.34%	$ 54.47

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5/22/2009	8/22/2009	92	0.50%	5.00%	1.39%	$	55.22
8/22/2009	11/22/2009	92	0.50%	5.00%	1.39%	$	55.99
11/22/2009	2/22/2010	92	0.50%	5.00%	1.39%	$	56.77
2/22/2010	5/22/2010	89	0.75%	5.00%	1.40%	$	57.56
5/22/2010	8/22/2010	92	0.75%	5.00%	1.45%	$	58.40
8/22/2010	10/15/2010	54	0.75%	5.00%	0.85%	**$**	**58.89**

Note: 10/15/2010 is the Potential Effective Date.

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SCHEDULE IV − HOLDERS OF SUPPLEMENTAL EMPLOYEE RETIREMENT BENEFIT CLAIMS

Name and Address of Claimant	Claim Number	Date Filed
John Bartels 4757 Riverview Road, NW Atlanta, GA 30327	288	2/17/ 2010
Dooley Culbertson 6 Norriego Road Destin, FL 32541	111	1/19/ 2010
Walter Grant 23 Rose Gate Drive, NW Atlanta, GA 30342	110	1/19/ 2010
Paul Kiel 321 Spring Willow Drive Sugar Hill, GA 30518	163	2/8/2010
Lawrence P. Klamon 2665 Dellwood Drive Atlanta, GA 30305	104	1/12/ 2010
John Phillips 4230 Glen Devon Drive, NW Atlanta, GA 30327	118	1/19/ 2010
Charles Scott 7185 Fairway Road La Jolla, CA 92037	127	1/25/ 2010
Victor E. Goetz 1339 Paces Forest Drive, NW Atlanta, GA 30327	300	2/18/ 2010
John Egan 1196 Bay CV White Bear Lake, MN 55110	103	1/11/ 2010
Dorothy C. Fuqua C/O James M. Stevens, CFO Fuqua Capital Corporation 3350 Riverwood Parkway SE Suite 700 Atlanta, GA 30339	101	1/8/2010

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Exhibit B

to

Second Amended Disclosure Statement with Respect to the Joint Second Amended
Chapter 11 Plan of Reorganization for MIG, Inc. dated August 19, 2010

PRO FORMA FINANCIAL PROJECTIONS

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MIG, Inc.
Projected Financial Information

Magticom has developed the Projections (summarized below) to assist both creditors and shareholders in their evaluation of the Plan and to analyze its feasibility.

Except for historical information, statements contained in this Disclosure Statement and incorporated by reference, including the projections in this section, may be considered “forward-looking statements” within the meaning of federal securities law. Such forward-looking statements are subject to risks, uncertainties and other factors that could cause actual results to differ materially from future results expressed or implied by such forward-looking statements. Potential risks and uncertainties include, but are not limited to, general economic and business conditions, the competitive environment in which Magticom operates and will operate, the success or failure of Magticom in implementing its current business and operational strategies, the success of Magticom in maintaining its customer base, the ability of Magticom to maintain and improve its revenues and margins.

THE PROJECTIONS ARE BASED UPON A NUMBER OF SIGNIFICANT ASSUMPTIONS DESCRIBED BELOW. ACTUAL OPERATING RESULTS AND VALUES MAY AND WILL VARY FROM THOSE PROJECTED.

Over the last decade, MIG has focused its activities on developing telecommunications systems in emerging markets. Currently, MIG’ s business activities are focused in the country of Georgia. MIG’ s primary asset is its 46% ownership interest in Magticom Ltd (“Magticom”), the leading wireless telecommunications provider in the country of Georgia. Magticom’ s long term strategy is to expand its telecommunications product offerings, grow beyond just mobile telephony, and offer subscribers a suite of related products: fixed wireless, mobile internet, TV, wireless banking, and Blackberry, while maintaining a high degree of customer care, market coverage, and a highly technologically advanced mobile telephony product.

MIG’ s other operating assets include: 85% interest in Ayety TV, 100% interest in Telecom Georgia, and 100% interest in Telenet. The projections do not include any of MIG’ s contingent assets (i.e. Paul Weiss litigation claim or NOLs); this does not imply they have no value, but rather that such value is unclear at this point.

The projections include results of the operations from Magticom’ s six business lines: MagtiMobile: mobile telephony, MagtiFix: wireless fixed-line telephony, MagtiNet: fiber to the home internet service provider, MagtiTV: IP TV provider, MagtiBank: payment processing through the mobile phone, and Blackberry: a premium service to complement MagtiMobile.

The projections assume an Effective Date of January 1, 2010 and extend until yearend 2015. The forecast reflects the financial performance of the ongoing enterprise.

Magticom Revenues:

1. MagtiMobile: Magticom assumes subscriber growth to follow similar growth patterns exhibited by comparable companies operating in comparable countries. MagtiMobile revenue projections are based primarily on the growth in the Georgian mobile penetration rate, Magticom’ s mobile market share, and average revenue per mobile user.

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2. MagtiFix: Management projects 230,000 total subscriber additions in 2010. Magtifix revenue projections are based on anticipated number of MagtiFix subscribers and average revenue per subscriber each year. Average revenue per MagtiFix subscriber is projected to remain flat throughout the projection period.
3. MagtiNet: MagtiNet revenue projections are based on the overall penetration rate of both the mobile broadband and household segments, MagtiFix' s market share, and average revenue of MagtiFix user.
4. MagtiTV: MagtiTV household subscribers equal to MagtiNet household subscribers, of which 90% are HDTV customers and 10% are DTV customers. ARPU is assumed to remain flat throughout the projections period for each product.
5. MagtiBank: Assumes addressable market (number of transactions) increases with GDP growth. MagtiBank revenue projections are based on changes in penetration and average costs per transaction.
6. Blackberry: Blackberry revenue projections are based on anticipated subscribers and average revenue per Blackberry user. Projections assume that a certain percentage of MagtiMobile subscribers will use the Blackberry service each year.

Magticom Capital Expenditures:

Capital expenditures are allocated by each individual division of Magticom. Magticom has good clarity as to the estimated amount of capital expenditures in 2010 per division; Magticom projects capital expenditures in each year thereafter based on a percent of sales basis for each division.

Other Magticom Assumptions:

1. Business model was prepared in GEL; conversion to $USD is based on upon the projected annual inflation rate differential between USD and GEL.
2. Corporate taxes assumed to be 15%.

MIG Assumptions:

1. MIG receives its full 46.0% interest in the $40 million Minimum Dividend payable to ITCL as defined in the 2009 LLC Agreement.
2. MIG receives its full 46.0% interest of any and all Surplus Cash payable to ITCL as defined in the 2009 LLC Agreement.
3. MIG Corporate overhead is based on MIG estimates; Operating Reserve is subject to change based on ultimate Agreed Budget to be included in the Plan Supplement.
4. Since MIG' s other operating assets are in the process of being sold (or liquidated), they were removed from the projections.

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Magticom
Unaudited Consolidated Balance Sheet
($ in millions)

	For the Year Ended December 31,					
	2005A	**2006A**	**2007A**	**2008A**	**2009A**	**Jun-10A**
Assets						
Cash & Cash Equivalents	$41.4	$32.2	$49.7	$149.4	$23.7	$43.2
Trade Receivables – Net	3.9	3.3	5.9	8.8	9.1	11.1
Current Prepayments	1.6	1.7	4.4	0.4	0.4	0.5
Other Current Assets	0.9	4.1	2.3	2.8	7.7	9.9
Current Assets	$47.7	$41.3	$62.3	$161.5	$40.9	$64.7
Prepayments for Property, Plant and Equipment	$0.0	$0.0	$0.0	$16.6	$12.2	$5.4
PP&E – Net	74.9	105.3	115.1	152.1	171.1	149.2
Intangibles – Net	26.7	48.8	52.3	59.0	63.9	56.9
Total Assets	**$149.3**	**$195.4**	**$229.7**	**$389.2**	**$288.1**	**$276.1**
Liabilities						
Accounts Payable	$3.0	$12.9	$8.7	$21.7	$13.1	$12.7
Other Current Liabilities	19.2	13.1	10.2	7.6	7.9	6.5
Total Current Liabilities	$22.2	$26.1	$18.9	$30.0	$21.0	$19.2
Long Term Debt	$0.0	$0.0	$0.0	$0.0	$0.0	$0.0
Total Liabilities	$22.2	$26.1	$18.9	$30.0	$21.0	$19.2
Equity						
Share Capital	$3.5	$3.5	$3.5	$4.3	$3.6	$3.6
Net Retained Earnings	123.6	165.8	207.3	355.0	263.5	253.4
Net Owner' s Equity	$127.1	$169.3	$210.8	$359.2	$267.1	$257.0
Total Liabilities and Net Owner' s Equity	**$149.3**	**$195.4**	**$229.7**	**$389.2**	**$288.1**	**$276.1**

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Magticom
Unaudited Consolidated Statements of Operations
($ in millions)

	For the Year Ended December 31,										
	2005A	**2006A**	**2007A**	**2008A**	**2009A**	**2010E**	**2011E**	**2012E**	**2013E**	**2014E**	**2015E**
Revenue	$151.7	$177.3	$217.2	$280.3	$210.8	$254.6	$332.0	$398.6	$446.4	$484.1	$515.0
Operating Costs	(33.7)	(38.9)	(47.3)	(96.6)	(75.9)	(62.3)	(79.2)	(94.3)	(105.9)	(115.6)	(123.9)
Gross Profit	**$118.0**	**$138.5**	**$169.8**	**$183.8**	**$134.9**	**$192.3**	**$252.8**	**$304.2**	**$340.4**	**$368.5**	**$391.1**
Other Income	$0.0	$0.0	$0.0	$5.9	$6.5	$0.0	$0.0	$0.0	$0.0	$0.0	$0.0
Selling, General and Administrative Expenses	(35.6)	(50.3)	(69.2)	(37.5)	(32.6)	(98.0)	(103.4)	(110.0)	(116.1)	(121.3)	(126.0)
Other Expenses	0.0	0.0	0.0	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Results from Operating Activities	**$82.4**	**$88.2**	**$100.7**	**$152.4**	**$108.8**	**$94.3**	**$149.4**	**$194.2**	**$224.3**	**$247.3**	**$265.1**
Financial Income & Non-operational gain/loss	$0.1	$0.7	$3.1	$31.9	$4.4	$0.0	$0.0	$0.0	$0.0	$0.0	$0.0
Financial Expenses	0.0	0.0	0.0	(11.8)	(2.0)	0.0	0.0	0.0	0.0	0.0	0.0
Profit/(Loss) Before Income Tax	**$82.5**	**$88.9**	**$103.7**	**$172.5**	**$111.2**	**$94.3**	**$149.4**	**$194.2**	**$224.3**	**$247.3**	**$265.1**
Income Tax Expense	($14.1)	($17.4)	($20.7)	($21.9)	($16.7)	($14.1)	($22.4)	($29.1)	($33.7)	($37.1)	($39.8)
Profit/(Loss) for the Year	**$68.4**	**$71.4**	**$83.0**	**$150.6**	**$94.5**	**$80.2**	**$127.0**	**$165.1**	**$190.7**	**$210.2**	**$225.4**

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MIG, Inc.
Unaudited Consolidated Balance Sheet
($ in millions)

The following preliminary, unaudited pro forma income statement and consolidated balance sheet of Reorganized MIG as of June 30, 2010 has been adjusted to give effect to the Restructuring as if it had occurred on such date (the "MIG Pro Forma Financials"). The MIG Pro Forma Financials reflects the financial performance of the ongoing enterprise.

	Jun-10 Book Value	Restructuring Adjustments		Pro Forma Value	For the Year Ended December 31, 2010E	2011E	2012E	2013E	2014E	2015E
Assets										
Cash & Cash Equivalents	$ 49.8	($44.8	)(A)	5.0	$2.3	$11.9	$22.0	$51.1	$106.6	$201.8
Restricted Cash	3.6			3.6	3.6	3.6	3.6	3.6	3.6	3.6
Current Assets	**$ 53.4**			**$ 8.6**	**$5.9**	**$15.5**	**$25.6**	**$54.7**	**$110.2**	**$205.4**
PP&E − Net	$ 0.0			$ 0.0	$0.0	$0.0	$0.0	$0.0	$0.0	$0.0
Investment − MITI	915.5			915.5	908.4	903.0	900.0	899.3	900.8	904.8
Other Investments	62.4			62.4	62.4	62.4	62.4	62.4	62.4	62.4
Other Assets	2.3			2.3	2.3	2.3	2.3	2.3	2.3	2.3
Total Assets	**$ 1,033.7**			**$ 988.9**	**$979.1**	**$983.2**	**$990.4**	**$1,018.8**	**$1,075.8**	**$1,175.0**
Liabilities										
Total Current Liabilities	**$ 12.4**			**$ 12.4**	**$12.4**	**$12.4**	**$12.4**	**$12.4**	**$12.4**	**$12.4**
Loan Payable − ITC	$ 1.3	($1.3	)	$ 0.0	$0.0	$0.0	$0.0	$0.0	$0.0	$0.0
Liability for Appraisal Judgment	204.6	(204.6	)(B)	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Post-Petition Liabilities	3.3	(3.3	)(C)	0.0	0.0	0.0	0.0	0.0	0.0	0.0
New MIG Notes	0.0	183.0	(D)	183.0	174.6	147.1	98.9	35.2	0.0	0.0
Total Liabilities	**$ 221.6**			**$ 195.4**	**$187.0**	**$159.5**	**$111.3**	**$47.6**	**$12.4**	**$12.4**
Equity										
Preferred Stock	$ 18.6	($18.6	)(E)	$ 0.0	$0.0	$0.0	$0.0	$0.0	$0.0	$0.0
Net Owner' s Equity	793.5			793.5	792.1	823.8	879.1	971.1	1,063.4	1,162.6
Total Liabilities and Equity	**$ 1,033.7**			**$ 988.9**	**$979.1**	**$983.2**	**$990.4**	**$1,018.8**	**$1,075.8**	**$1,175.0**

Note A − Assumes excess cash is used to pay down claims; subject to change of Operating Reserve per Agreed Budget. Excess Cash is subject to increase on account of dividends that may be received prior to Confirmation Date.

Note B − Assumes entire Liabilities for Appraisal Judgment claims will receive, in full and complete satisfaction for such claim against the Debtor, its Pro Rata Share of remaining Excess Cash and its Pro Rata Share of 100% of New MIG Notes.

Note C − Post-Petition Liabilities, which consist of post petition accounts payable, accrued professional fees, accrued salaries, accrued interest, and accrued other expenditures, are paid in full with cash.

Note D − Assumes the issuance of New MIG Notes. This Schedule shall not be deemed to alter, modify, or waive any of the terms of the Settlement Agreement or the New MIG Notes and New MIG Indenture that will be filed with the Plan Supplement.

Note E − Assumes the Preferred Stock claims that are not subject to treatment as Liabilities for Appraisal Judgment will receive, in full and complete satisfaction for such claim against the Debtor, its Pro Rata Share of remaining Excess Cash and its Pro Rata Share of 100% of New MIG Notes.

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MIG, Inc.
Unaudited Projected Consolidated Statements of Operations
($ in millions)

	For the Year Ended December 31,					
	2010E	2011E	2012E	2013E	2014E	2015E
Minimum Dividend	$18.4	$18.4	$18.4	$18.4	$18.4	$18.4
Surplus Cash Flow	25.5	45.5	60.5	70.1	76.8	81.3
Gross Revenues	**$43.9**	**$63.9**	**$78.9**	**$88.5**	**$95.2**	**$99.7**
Overhead Cost	($12.8)	($4.9)	($4.9)	($4.5)	($4.5)	($4.5)
Results from Operating Activities	**$31.1**	**$59.0**	**$74.0**	**$84.0**	**$90.7**	**$95.2**
Financial Expenses	($25.4)	($21.9)	($15.7)	($8.1)	$0.0	$0.0
Profit/(Loss)	**$5.7**	**$37.1**	**$58.3**	**$75.9**	**$90.7**	**$95.2**

MIG, Inc.
Unaudited Projected Consolidated Statements of Cash Flows
($ in millions)

	For the Year Ended December 31,					
	2010E	2011E	2012E	2013E	2014E	2015E
Operating Activities						
Net Income	$5.7	$37.1	$58.3	$75.9	$90.7	$95.2
Addback: Non-Cash PIK Interest	10.7	9.2	6.6	3.9	0.0	0.0
Net Cash Provided By Operations	**$16.4**	**$46.3**	**$64.9**	**$79.8**	**$90.7**	**$95.2**
Investing Activities						
Capital Expenditure	$0.0	$0.0	$0.0	$0.0	$0.0	$0.0
Proceeds from Asset Sales	0.0	0.0	0.0	0.0	0.0	0.0
Net Cash Provided By Investing	**$0.0**	**$0.0**	**$0.0**	**$0.0**	**$0.0**	**$0.0**
Financing Activities						
Proceeds from Warrants	$0.0	$0.0	$0.0	$16.9	$0.0	$0.0
Principal Payments	(19.1)	(36.7)	(54.8)	(67.6)	(35.2)	0.0
Net Cash Provided By Financing	**($19.1)**	**($36.7)**	**($54.8)**	**($50.7)**	**($35.2)**	**$0.0**
Cash & Cash Equivalents at Beginning of Year	$5.0	$2.3	$11.9	$22.0	$51.1	$106.6
Net Increase/(Decrease) in Cash & Cash Equivalents	(2.7)	9.6	10.1	29.1	55.5	95.2
Cash & Cash Equivalents at End of Year	**$2.3**	**$11.9**	**$22.0**	**$51.1**	**$106.6**	**$201.8**

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Exhibit C

to

Second Amended Disclosure Statement with Respect to the Joint Second Amended Chapter 11 Plan of Reorganization for MIG, Inc. dated August 19, 2010

LIQUIDATION ANALYSIS

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MIG, Inc.
Liquidation Analysis

Section 1129(a)(7) of the Bankruptcy Code (often called the "Best Interests Test"), requires that each holder of an impaired Claim or Equity Interest either (a) accept the Plan, or (b) receive or retain under the Plan property of a value, as of the Plan' s Effective Date, that is not less than the value such non- accepting holder would receive or retain if the Debtor were to be liquidated under chapter 7 of the Bankruptcy Code on the Effective Date. In determining whether the Best Interests Test has been met, the first step is to determine the dollar amount that would be generated from a hypothetical liquidation of the Debtor' s assets in chapter 7. The gross amount of cash available would be the sum of the proceeds from the disposition of the Debtor' s assets and the cash held by the Debtor at the commencement of its chapter 7 case. Such amount is reduced by the amount of any Claims secured by such assets, the costs and expenses of the liquidation, and such additional administrative expenses and priority claims that may result from the use of chapter 7 for purposes of liquidation. Any remaining net cash would be allocated to creditors and shareholders in strict priority in accordance with section 726 of the Bankruptcy Code.

MIG believes that the value of the property to be distributed under the Plan to each holder of an Impaired Claim or Impaired Equity Interest is at least as much or greater than the value such holder would receive in a liquidation of MIG, by way of a liquidation of Magticom, under Chapter 7 of the Bankruptcy Code. It should be noted that there is no guarantee that Magticom could be liquidated without the consent of its other shareholders. To arrive at that conclusion, MIG estimated the likely returns to each holder of an Impaired Claim or Impaired Equity Interest in a liquidation under Chapter 7 of the Bankruptcy Code. The results of such analysis (the "Liquidation Analysis") are set forth below.

The Liquidation Analysis was prepared using Magticom and MIG' s assets as of June 30, 2010 and is based on a number of estimates and assumptions, which are inherently subject to significant economic and competitive uncertainties and contingencies beyond the control of Magticom, MIG or any Chapter 7 Trustee.

ACCORDINGLY, THERE CAN BE NO ASSURANCE THAT THE VALUES REFLECTED IN THE LIQUIDATION ANALYSIS WOULD BE REALIZED IF THE DEBTORS WERE, IN FACT, TO UNDERGO SUCH A LIQUIDATION, AND ACTUAL RESULTS COULD VARY MATERIALLY FROM THOSE SHOWN HERE.

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MIG, Inc.
LIQUIDATION ANALYSIS ($ in millions)

Magticom Assets		Total Book Value Jun-10	% Recovery Low	% Recovery Med	% Recovery High	$ Recovery Low	$ Recovery Med	$ Recovery High
Cash & Cash Equivalents	(A)	$ 43.2	100.0 %	100.0 %	100.0 %	$ 43.2	$ 43.2	$ 43.2
Trade Receivables − Net	(B)	11.1	40.0 %	50.0 %	60.0 %	4.4	5.5	6.7
Current Prepayments	(C)	0.5	0.0 %	0.0 %	0.0 %	0.0	0.0	0.0
Other Current Assets	(D)	9.9	40.0 %	50.0 %	60.0 %	4.0	5.0	6.0
Prepayments for PP&E	(C)	5.4	0.0 %	0.0 %	0.0 %	0.0	0.0	0.0
PP&E − Net	(E)	149.2	40.0 %	50.0 %	60.0 %	59.7	74.6	89.5
Intangibles − Net	(F)							
3G		16.0	50.0 %	60.0 %	70.0 %	8.0	9.6	11.2
CDMA 800		9.9	25.0 %	35.0 %	45.0 %	2.5	3.5	4.5
GSM 1800		14.7	45.0 %	55.0 %	65.0 %	6.6	8.1	9.6
GSM 900		9.7	45.0 %	55.0 %	65.0 %	4.4	5.4	6.3
Wimax		5.9	25.0 %	35.0 %	45.0 %	1.5	2.1	2.7
CDMA 450		0.6	35.0 %	45.0 %	55.0 %	0.2	0.2	0.3
Total Assets		**$ 276.1**				**$ 134.4**	**$ 157.1**	**$ 179.8**
Magticom Proceeds Available for Distribution to MIG (46% Ownership)						**$ 61.8**	**$ 72.3**	**$ 82.7**
Other Assets								
Cash & Cash Equivalents at MIG	(G)	$ 49.8	100.0 %	100.0 %	100.0 %	$ 49.8	$ 49.8	$ 49.8
Restricted Cash at MIG	(G)	3.6	100.0 %	100.0 %	100.0 %	3.6	3.6	3.6
Other Assets	(G)	2.3	40.0 %	50.0 %	60.0 %	0.9	1.2	1.4
Interest in Ayety TV	(G)	20.8	12.8 %	14.4 %	16.0 %	2.7	3.0	3.3
Interest in Telecom Georgia	(G)	20.8	12.8 %	14.4 %	16.0 %	2.7	3.0	3.3
Interest in Telenet	(G)	20.8	12.8 %	14.4 %	16.0 %	2.7	3.0	3.3
Total Other Assets		**$ 118.2**				**$ 62.3**	**$ 63.6**	**$ 64.8**
Total Proceeds Available for Distribution	(H)					**$ 124.2**	**$ 135.8**	**$ 147.5**
Liquidation Expenses								
Chapter 7 Trustee Fees	(I)					$ 3.7	$ 4.1	$ 4.4
Chapter 7 Professional Fees	(J)					12.0	14.0	16.0
Total Liquidation Expenses						**$ 15.7**	**$ 18.1**	**20.4**
Net Proceeds Available for Administrative and Priority Claims						**$ 108.4**	**$ 117.8**	**$ 127.1**
Administrative and Priority Claims								
Secured Workers' Compensation Obligations	(K)	$ 0.2				$ 0.2	$ 0.2	$ 0.2
Priority Tax Claims	(L)	1.8				1.8	1.8	1.8
Total Administrative and Priority Claims		**$ 2.0**				**$ 2.0**	**$ 2.0**	**$ 2.0**
Recovery						*100.0 %*	*100.0 %*	*100.0 %*
Net Proceeds Available for Secured Claims						**$ 106.5**	**$ 115.8**	**$ 125.1**
Unsecured Claims								
General Unsecured Claims	(M)	$ 1.2				$ 0.6	$ 0.6	$ 0.7
Supplemental Employee Retirement Claims	(N)	0.5				0.2	0.2	0.3
Preferred Shareholder Claims	(O)	224.6				105.7	114.9	124.2
Total Unsecured Claims		**$ 226.2**				**$ 106.5**	**$ 115.8**	**$ 125.1**

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Recovery	*47.1 %*	*51.2 %*	*55.3 %*
Remaining Recovery for Preferred and Common Equity	**$ 0.0**	**$ 0.0**	**$ 0.0**

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MIG, Inc.
Notes to Chapter 7 Liquidation Analysis

The Liquidation Analysis reflects MIG' s estimates of the proceeds that would be realized if MIG, by way of a liquidation of Magticom, were to be liquidated in accordance with Chapter 7 of the Bankruptcy Code. The Liquidation Analysis is based on the Magticom' s and MIG' s assets as of June 30, 2010 and has been prepared on a consolidated basis with Magticom' s and MIG' s subsidiaries. Underlying the Liquidation Analysis are a number of estimates and assumptions that, although developed and considered reasonable by management, are inherently subject to significant economic and competitive uncertainties and contingencies beyond the control of Magticom, MIG, and its management, and upon assumptions with respect to liquidation decisions which could be subject to change.

ACCORDINGLY, THERE CAN BE NO ASSURANCE THAT THE VALUES REFLECTED IN THE LIQUIDATION ANALYSIS WOULD BE REALIZED IF MAGTICOM WAS, IN FACT, TO UNDERGO SUCH A LIQUIDATION, AND ACTUAL RESULTS COULD VARY MATERIALLY FROM THOSE SHOWN HERE.

Major Assumptions

The analysis assumes the liquidation of all, or substantially all, the assets of Magticom and MIG whereby providing no going concern value. The liquidation analysis assumes that a liquidation would involve an expedited sale of Magticom' s and MIG' s assets at a discount to its valuation range. The discount would reflect the distressed nature and timing constraints of the sale process.

Magticom' s operating systems and licenses are presumed to be sold in whole or in part (potentially market by market or in certain cases, market clusters) to maximize value in the liquidation process.

All assets are presumed to be sold within six months. All liquidation proceeds are stated in actual U.S. dollar terms and have not been discounted to fair value.

Operating expenses continue to be incurred through the liquidation period, even with significant reductions in personnel to occur at the outset of Chapter 7. The continued employment of certain individuals will be necessary to maintain the operating systems and perform administrative functions required by the Chapter 7 Trustee.

During the Chapter 7 liquidation, Magticom continues to operate its business and, accordingly, events may occur that could impact recovery proceeds and Claims to be satisfied. Such events could include changes in legislation related to the liquidation process and changes in the market.

Upon liquidation, actual liabilities may vary significantly from those reflected on Magticom' s and MIG' s June 30, 2010 unaudited consolidated balance sheets and in this Liquidation Analysis because Claims presently unknown to Magticom and MIG may be asserted. It is not possible to predict with any certainty the inevitable increase in liabilities resulting from contingent and/or unliquidated Claims. Actual amounts may vary materially from these estimates. Liquidation values are predicated upon the June 30, 2010 consolidated financial statements of the Magticom and MIG. The analysis does not take into account the effect of operating results or adjustments to the unaudited financial statements subsequent to June 30, 2010, or changes in assets and

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liabilities after that date, except for specific adjustments described in the assumptions or notes to the Liquidation Analysis. Further, this analysis does not contemplate the likely withholding taxes payable on the repatriation of funds out of Georgia.

This analysis assumes no new litigation and only assumes amounts already accrued on the consolidated balance sheet to cover known litigation exposures.

Proceeds from the sale of assets have been reflected in the Liquidation Analysis before netting any costs associated with disposing of those assets. Costs associated with the liquidation are reflected under "Liquidation Expenses," notes I and J.

Note A − Cash and Cash Equivalents

The Cash and Cash Equivalents balance consists of the total amount of cash on hand as of June 30, 2010. Magticom considers all highly liquid investments with original maturities of three months or less to be cash equivalents. Cash equivalents are carried at cost. Cash is assumed to be fully recoverable.

Note B − Trade Receivables, net

Trade accounts receivable are recorded at the invoiced amount and do not bear interest. Amounts collected on trade accounts receivable are included in net cash provided by operating activities in the consolidated statements of cash flows. Since a significant portion of Magticom' s revenue is derived from pre-pay accounts, the accounts receivable balance is typically low and secure. However, Magticom does maintain an allowance for doubtful accounts for estimated losses inherent in its accounts receivable portfolio. In establishing the required allowance, management considers historical losses, current receivables aging, and existing industry and national economic data. Currently Magticom allocates aside 2 million Lari for this allowance. Past due balances over 90 days and over a specified amount are reviewed individually for collectability and Magticom takes an immediate 50% provision. Account balances are charged off against the allowance after all means of collection have been exhausted and the potential for recovery is considered remote. The liquidation value of these receivables is estimated at 40 − 60% of net book value.

Note C − Prepayments

Prepayments are composed of prepaid expenses and deposits to suppliers, pre-paid taxes, and pre-paid VAT. Prepayments are estimated to have no liquidation value.

Note D − Other Current Assets

Other Current Assets consists of inventory and miscellaneous assets. Inventory consists of Subscriber-Identity-Module ("SIM") cards and pre-paid scratch cards. Inventories are measured at lower of cost and market. The liquidation value of inventory and miscellaneous assets is estimated at 40 − 60% of net book value.

Note E − Property, Plant, & Equipment, Net

The estimated liquidation values of equipment, real estate and other components of fixed assets are based upon discussions between management, in-house engineers and financial advisors.

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Equipment includes telecommunications equipment, office equipment, furniture, and software, buildings, and vehicles. The liquidation value of property, plant, and equipment is estimated at 40 − 60% of net book value.

Note F − Intangibles, Net

Net intangibles consists primarily of licensing costs incurred to acquire and/or develop wireless cable channel rights. The licenses include CDMA-800 (F1), 3G (F2), 3G (F12), GSM-900 F15, WiMax (F41), F35, GSM-1800 (F16), F35, and CDMA-450 (F10). In deriving a liquidation value, Magticom considered the likelihood of the sale of channel rights in each market, both operating and non-operating, current industry conditions, and the projected cash flows of each market. There are certain restrictions on the transferability of licenses in Georgia such as no one entity can control more than 50% of the individual resource (i.e. bandwidth). In addition, the purchaser of a license must offer commercial service within one year of the purchase and must have countrywide coverage within three years of purchase. These restrictions may impair the ability of other Georgia operators to purchase the licenses. The liquidation value of intangibles is estimated at a varying rate by individual license between 25 − 70% of net book value.

Note G − Other Assets

Other Assets consists of MIG' s Cash & Cash Equivalents, 85% interest in Ayety TV, 100% interest in Telecom Georgia, 100% interest in Telenet, Other Operating Assets, and Cash. The book value of Ayety TV, Telecom Georgia, and Telenet is derived by evenly dividing the value of total investments (excluding Magticom) on MIG' s balance sheet. The liquidation value of MIG' s interest in Ayety TV, Telecom Georgia, and Telenet is estimated at 13% and 16%, respectively, of book value. Other Assets are estimated at 40 − 60% of net book value. Cash is assumed to have full recovery.

Note H − Total Proceeds Available For Distribution

The allocation of the net liquidation proceeds to all claimants has been made in accordance with the priorities set forth in the Bankruptcy Code.

Note I − Trustee' s Fees

In accordance with section 326(a) of the Bankruptcy Code, compensation for the Chapter 7 trustee will be limited to 3.0% of the gross proceeds from the liquidation.

Note J − Chapter 7 Professional Fees

Chapter 7 professional fees consist of fees related to services provided by accounting, tax, financial, and legal professionals rendered during a projected six-month liquidation period. Fees are projected to be $12.0 million to $16.0 million.

Note K − Secured Workers' Compensation Obligations

This amount represents the Workers' Compensation obligations due as of the filing date of the petition.

Note L − Priority Tax Obligations

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This amount represents any and all Claims of a governmental unit of the kind specified in section 507(a)(8) of the Bankruptcy Code.

Note M − General Unsecured Claims

This amount represents the accounts payable due as of the filing of the petition.

Note N − Supplemental Employee Retirement Claims

This amount consists of the aggregate pension and retiree obligations of the Debtor arising from benefits offered by the Debtor to certain executives over the course of the Debtor' s history.

Note O − Preferred Shareholder Claims

These Claims represent the amounts owed to Preferred Stock holders. The 3,533,203 preferred shares that are the subject of the Appraisal Action (3,198,742 held by the Petitioners and 334,461 preferred shares held by preferred shareholders that filed a demand for appraisal but were not Petitioners in the Appraisal Action), plus an estimated 300,000 Non-Appraisal Action Preferred Stockholders, settle at $58.89 per share, which is calculated by accruing interest expense over the August 2007 judgment value of $47.47 per share.

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Exhibit D

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Second Amended Disclosure Statement with Respect to the Joint Second Amended Chapter 11 Plan of Reorganization for MIG, Inc. dated August 19, 2010

MANAGEMENT DISCUSSION AND ANALYSIS OF MAGTICOM (2009)

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12 months, Year 2009

Management Discussion and Analysis of Results of Operations

Executive Summary

This Document contains the Analysis of Results of Operations for the 12 months 2009. ARPU, Revenues and EBITDA, all suffered reductions as compared to both last year' s figures and the plan.

MagtiCom highlights of the preliminary financial results are as follows:

The quantity of Active Subscribers at the end of December, 2009 amounted to 1,461,393 demonstrating the gain of 56,116 (4%) as compared to December 2008. This is the fourth consecutive month since April, when active subscribers exceeded the level of 2008 for the same period.

The budgeted target of Active Subscribers was 307,036 more (17%) than the actual results received.

ARPU decreased by 3.63 GEL or 18.2% as compared to 19.97 GEL generated in the 12 months last year and amounted to only 16.34 GEL.

Following the Active Subscribers base reduction Gross Revenue amounted to 351 million for the 12 months of 2009 demonstrating the 15.2% decrease as compared to the 12 months 2008, at the same time being 20.5% less than the budgeted amount for the same period. Results for the 12 months of 2009 are less by 12.4 million (3.4%) than the revenue for the same period of 2007.

Revenue growth rate during 12 months of 2008 as compared with 2007 was 13.8% (50 million)

When discussing actual results of twelve months of 2009 and comparing with results of the same period of 2008 following circumstances should be considered.

1) Global economical and financial crisis adversely affected to the Economy of Georgia resulted significant reduction of the purchasing power of population
2) The war in August with Russia caused significant damage to the business both financially and to its prospects. Political instability also harmfully effected earnings of population
3) Magticom have lost 16 Base stations in administrative territory of South Ossetia and Upper

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Abkhazia (Kodori Gorge). On a monthly basis all base stations, that have been lost, generated on average Gel 0.55-0.6 million. Magticom' s operations were substituted by Russian mobile operator "Megafon"

4) Due to uncertain environment in Georgia lots of International organizations and local representative offices of international companies left the Country. UN office, OBSC office, Huawei local office. Most of them were Magticom' s subscribers.

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Management Discussion and Analysis of Results of Operations

This Document contains preliminary financial results for MagtiCom which are subject to adjustment.

MagtiCom highlights for the 12M 2009 vs. 12M 2008:

Revenues of 351.2 million vs. 414 million − decrease of 15.17%

EBITDA of 209 million vs. 261.5 million − decrease of 20.06%

ARPU* of GEL 16.34 vs. Gel 19.97 − reduction of 18.16%

MagtiCom Preliminary Financial Results − 12M 2009 and 12M 2008:

In GEL	Actual 09 12M	Actual 08 12M	Deviation A09/A08	% Change
Gross Revenue	351,235,134	414,028,545	-62,793,411	-15.2%
Cost of Revenue	69,723,441	84,017,154	-14,293,713	-17.0%
OPEX	72,470,879	68,510,709	3,960,170	5.8 %
EBITDA	209,040,814	261,500,682	-52,459,868	-20.1%
EBITDA Margin	59.52 %	63.16 %	-3.6 %	-5.8 %

Performance Data:

	Actual 09 12M	Actual 08 12M	Deviation A09/A08	% Change
Active subscribers (a)	1,461,393	1,405,277	56,116	4.0 %
ARPU (b)*	16.34	19.97	-3.63	-18.16%
Personnel Headcount	991	989	2	0.2 %

(a) MagtiCom considers a subscriber to be "active" if that subscriber undertook one of the following activity within the prior 30 days: 1) made call, 2) receive call 3) Sent SMS

(b)- Average monthly revenue per subscriber is determined by dividing revenue from subscribers for the period by average subscribers during the period, and dividing that result by the number of months in the period. Revenue from subscribers excludes inbound interconnection, roaming and other revenues earned from other operators.

* *excluding data from Magtifix subscribers*

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Gross Revenue	Ref:	Actual 09 12M	Actual 08 12M	Deviation A09/A08	% Change
Revenue from Subscribers	1	272,017,940	327,354,778	-55,336,838	-16.9 %
Interconnection Revenue	2	73,435,676	83,525,668	-10,089,992	-12.1 %
Other Revenue	3	5,781,518	3,148,098	2,633,419	83.7 %
Total Gross Revenue		**351,235,134**	**414,028,545**	**-62,793,411**	**-15.2 %**

MagtiCom Gross Revenue decreased by 62.8 million (15.2%) to 351.2 million for the 12 months ended December 31, 2009 as compared to 414 million for the 12 months ended December 31, 2008, principally due to a decline in Revenue from Subscribers and Interconnection Revenues.

1. **Revenue from Subscribers** decreased by 55.3 million (16.9%) from 327.4 million for the twelve months of 2008 to 272 million for the same period of 2009. The decrease in Revenue from Subscribers is attributed to a decline in:

1.1 Minutes of Usage (MOU) revenue decreased by 48.5 million (19.5%) to 200.8 million for the 12 months ended December 31, 2009 as compared to 249.3 million for the 12 months ended December 31, 2008

1.1.1 On-Net Calls

The main line item in the MOU revenue reduction was revenue from On-Net Calls which decreased by 29.2 million (23%) to 98.5 million for the twelve months ended December 31, 2009 as compared to 127.8 million for the same period ended December 31, 2008. This reflects a reduction in Magti and Bali Revenues and an increase in Magtifix Revenues.

Magti

29.3 million (28.6%) of the decrease as compared to 12M, 2008 was related to the Magti brand On-Net Calls that was due to:

The average On-Net price reduction from 0.20 Gel to 0.157 Gel or 19.9% (excl. Favorite Number Promotion)

Traffic reduction of 10.9% (excl. Favorite Number)

Starting from November 2007 until June 2008 Magti offered a "Favorite Number" promotion. For the 12 months last year 31.3% of Magti On-Net traffic was generated by this single promotion.

The Favorite Number promotion has been once again offered starting from May 18, 2009. 19.6% of Magti On-Net traffic is generated by this single promotion in total for 12 months 2009.

Taking into account this promotion Magti On Net Traffic was less by 24% and Price declined by 6.1% from 0.135 to 0.126 GEL.

The Magti On Net Price Including Favorite Number Charges and Corporate Charges was 0.139 Gel for 12M 2009, what is 2.9% less than 0.143 Gel – the price for 12M 2008 (Favorite Number and Corporate Charges included).

Distinct subscribers for Magti On Net Calls decreased by 6.8% while Average Duration of a Call decreased by 6.9%. Call counts were less than last year' s 12M by 18%.

Some of this reduction is due to the economic downturn and some reflects the use of a secondary competitors' number by many Magti subscribers.

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Bali

Bali On-Net revenue decreased by 2.2 million (8.6%) over the same period. This represents a 1.3% traffic increase in Bali On-Net calls and a 9.8% average price decrease for On Net calls (from 0.041 to 0.037). Distinct subscribers using On Net Calls increased by 2.9%.

The Bali On Net price including Bali 2 Tetri Activation Fee (Bali 2 Tetri has become Bali 5 Tetri starting from September) was 0.039 Gel for 12M 2009, what is 12.2% less than 0.045 Gel − the price for 12M 2008.

The Bali brand is being challenged by new aggressive low cost per minute offers from the competitors.

MagtiFix

On-net revenue for the 12 months of 2009 amounted to 2.5 million (Magtifix was launched in June last year and for the rest of the year 2008 this brand generated 287.5 thousand for On net revenue). Starting from June 2009 Magtifix offered “Favorite Number” Promotion. For the 12 months 2009, 27% of Total Magtifix On Net traffic was generated by this promotion.

1.1.2 Other MOU Revenue (calls to other Mobile operators, PSTN, International and Roaming Revenues)

Other MOU revenue decreased by 19.3 million (15.8%) to 102.3 million for the 12 months ended December 31, 2009 as compared to 121.5 million for the same period ended December 31, 2008.

Revenue from Calls to other mobile operators decreased by 9.7 million (12.5%) due to traffic reductions by 12.3% and price per minute reduction by 0.22%.

Magti Revenue from Calls to other operators dropped by 9.6 million (14.1%). Traffic decreased by 14.2% as compared to 12M 2008 and price change was immaterial (0.03% growth). Distinct subscribers decreased by 6.6% and Average Duration per Call decreased by 3.1%. Call counts reduced by 11.5%.

Bali Revenue from Calls to other operators dropped by 2.4 million (24.9%) Traffic and Price decreased by 22.5% and 3.2% respectively as compared to 12 months 2008. Distinct subscribers decreased by 9.1%.

MagtiFix Revenue for the 12 months of 2009 amounted to 2.58 million.

Revenue from calls to PSTN operators decreased by 1.9 million (17.2%). Traffic increased by 7.9% and price reduced by 23.3%.

Magti Revenue from PSTN dropped by 2 million (20.4%). Traffic and Price decreased by 19.6% and 1% respectively as compared to the twelve months 2008. Distinct subscribers decreased by 8.4% and Average Duration per Call decreased by 3.9%. Call counts reduced by 16.3%.

Bali Revenue from Calls to PSTN dropped by 310.8 thousand (29.9%) Traffic and Price decreased by 26.7% and 4.3% respectively as compared to the twelve months 2008. Distinct subscribers decreased by 15%.

MagtiFix Revenue for the twelve months of 2009 amounted to 505.4 thousand.

International calls decreased by 6.1 million (23.9%).

Magti Revenue from International calls dropped by 6.6 million (27.9%) Distinct subscribers decreased by 18% and Average Duration per Call increased by 3.9%. Call counts reduced by 16.3%.

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Bali Revenue from international calls dropped by 1.28 million (67.8%) Distinct subscribers decreased by 18%.

MagtiFix Revenue for the twelve months of 2009 amounted to 1.91 million.

Revenue from Roaming decreased by 1.5 million (20.9%)

1.2 Usage Revenue

1.2.1 SMS Based Services declined by 8.8 million (25%).

The average number of Magti subscribers using SMS services declined by 11.4%; The quantity of SMS for Magti reduced by 41.1 million (11.5%), while the average price for SMS decreased by 17.1% resulting in a 4.7 million GEL decrease (26.6%).

Revenues from SMS Services for Bali decreased by 4.3 million GEL (23.9%)

Magtifix SMS services amounted to 112 thousand by December 31, 2009 as compared to only 4.6 thousand by for the same period in 2008.

1.2.2 **Other Usage Revenue (MMS, Internet, Micro Payments, Balance 444, Content)** decreased by 2.1 million or 10.9%. The main reason for such a decrease is absence of Lottery since February 2009 until September 2009. Balance 444, Micropayments and MMS also reduced by 832.4 thousand (54%), 392.6 thousand (42.2%) and 518.7 thousand (47.1%) respectively.

1.3 Non Usage revenue (Service charges, Subscription fees, Activation Fee, One Time Services) increased by 4.1 million GEL (17.7%)

1.3.1 Service Charges increased by 1.1 million (7%) partly due to Magtifix Service Charges present in 12 months 2009 (1.24 million) unlike 12 months 2008. Magti Service Charges also increased by 744.2 million, 6.4% (mainly due to Corporate Group Service Charges growth), while Bali Service Charges decreased by 923.6 thousand (27.1%). The main reason for Bali Service Charges reduction is less Promo Activation Fees this year, as compared to last year mainly due to revenue reduction from Bali 2 Tetri Activations. Revenue from activations decreased by 37%. Revenues show less result than last year mainly due to increased share for 3 Gel activations (for club members) as compared to 9 Gel activations in 2009 (mainly 9 Gel activations were present during year 2008). Furthermore, starting from September Bali 2 Tetri has been changed with Bali 5 Tetri, also causing the reduction in revenues from activations.

1.3.2 Activation Revenue increased by 3.4 million (130.1%) due to the MagtiFix activation fee growth (4.2 million increase).

The decrease in Magti Activation Revenue (419.5 thousand or 56.4%) was present because of the decrease in Sim Sales for Magti (201.4 thousand, 50.3%) alongside Magti 1,2 and 3 GEL SIM Card sales promotions present during 12 months 2009 unlike 2008 and Free Sims amounted to 159.4 thousand GEL.

Bali Activation Revenue also fell by 408.9 thousand (53%). Bali drop in Sim Sales by 136.5 thousand (40.2%) alongside Bali 2 GEL Sim Card Sales promotions reduced the revenue and Free Sims amounted to 117.8 thousand GEL.

2. **Interconnection Revenue** (on incoming calls) declined by 10.1 million (12.1%) from 83.5 million for the 12M 2008 to 73.4 million for the same period of 2009. One reason for the reduction is the decrease of the interconnection rate by 0.04 Gel from 0.188 Gel to 0.148 Gel per minute that commenced on May 1, 2008.

Interconnection revenue from Mobile calls decreased by 6.2 million (13.6%). Traffic decreased by 4.7%.

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Revenue from International calls decreased by 3.5 million (15.3%). Traffic increased by 0.5%

PSTN revenue increased by 422.5 thousand (4.2%) while traffic increased by 26.6%.

Roaming revenue from Partners decreased by 750.9 thousand or 16.6%.

3. **Other Revenue** amounted to 5.8 million for 12M 2009 that is 2.6 million more (83.7%) than 3.1 million for the same period last year reflecting increasing demand for corporate data services.

Cost of Revenue	Ref:	Actual 09 12M	Actual 08 12M	Deviation A09/A08	% Change
Interconnection Cost		56,223,445	63,601,062	-7,377,616	-11.6%
Cost of Goods Sold		2,883,644	4,218,835	-1,335,191	-31.6%
Discounts and allowances		10,616,351	16,197,257	-5,580,906	-34.5%
Total Cost of Revenue		**69,723,441**	**84,017,154**	**-14,293,713**	**-17.0%**

Cost of revenue at MagtiCom decreased by 14.3 million (17.0%) to 69.7 million for the 12M 2009 as compared to 84 million for the same period of 2008, due principally to a decrease in Interconnection costs and costs for Discounts and Allowances.

Interconnection costs decreased by 7.4 million (11.6%) to 56.2 million for the 12M 2009 from 63.6 million for the same period of 2008.

Calls to mobiles − The tariff reduction to 0.148 GEL noted above and traffic reduction of 10.6% resulted in a 8.1 million GEL (18.3%) cost reduction.

Calls to PSTN − the cost increased by 905.7 thousand or 40.3%. Traffic increased by 71.9%.

For international calls the cost increased by 355.8 thousand GEL (4.2%).Traffic increased by 29.1%.

Cost from Roaming calls − reduced by 482 thousand (8.1%)

Cost of Goods Sold decreased by 1.3 million (31.6%) to 2.9 million for the 12M 2009 from 4.2 million for the same period of 2008. The main reason for decrease of COS is the reduction of SIM cards and Scratch cards sold during twelve months 2009 as compared with the same period 2008.

Discounts and Allowances decreased by 5.6 million (34.5%) to 10.6 million for the 12M 2009 from 16.2 million for the same period of 2008. This decrease is directly attributable with the reduction of commissions from Sim and Scratch cards as compared with prior period, as well as 2 million in Gifts to Customers present in August 2008, during the period of the war.

Operating Expenses	Ref:	Actual 09 12M	Actual 08 12M	Deviation A09/A08	% Change
Network Operations		35,424,812	28,023,233	7,401,580	26.4 %
Sales and Marketing		20,755,617	22,074,280	-1,318,663	-6.0 %
General& Administrative		11,082,198	12,183,873	-1,101,675	-9.0 %
Operational Taxes		5,208,251	6,229,323	-1,021,072	-16.4%
Total Operating Expenses		**72,470,879**	**68,510,709**	**3,960,170**	**5.8 %**

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OPEX increased by 3.96 million (5.8%) to 72.5 million for 12M 2009 as compared to 68.5 million for the same period 2008. This increase is totally attributed to Network Operations growth.

The increase of Network Operations Expenses is mainly attributed to

3.9 million more costs in technical support for the 12M 2009. Out of which are:

2.6 mln Nokia Siemens Operations Care Contract for 12 months 2009 as compared to only 951 thousand in the same period of 2008 (this costs were present starting from July 2008) which replaced the warranty

1.2 million T-Net Fee (Fiber Optic support fee) present in year 2009, unlike year 2008.

427 thousand HP OpenView Services and 124 thousand BDO Support costs present in year 2009, unlike year 2008.

Another reason for larger expenses in Network Operations is the growth of Network Maintenance expenses by 1.65 million (19.5%) due to increased Leasing, El-energy and Repairing&Remodeling costs (1.5 million more).

Other Personnel Expenses grew by 130.6% (762.3 thousand) mainly due to increased training costs for the 12 months 2009 as compared to the same period 2008.

Total Salaries increased by 4.4% or 518.5 thousand due to a general salary increase (5% or 10% depending on salary band), from January 1, 2009.

Professional Services grew by 364.8 thousand due to growth of O&M services this year as compared to last year.

Channel Lease costs increased by 346.5 thousand (12.6%) partly due to increased costs for Internet Channel Lease (176.5 thousand more) and partly because of increased Lease costs of Electrokavshiri (351 thousand more). These increased costs were partially offset by reduced costs for Telecom Georgia (151 thousand less).

Decrease of 1.3 million (6%) in Sales & Marketing is mainly attributed to Advertising & Promotion costs reduction by 2 million (17.5%). This saving was partially offset by Total Salary growth of 727 thousand or 7.2% (mainly due to a general salary increase by 5% or 10% depending on salary band).

General and Administrative Expenses decreased by 1.1 million (9%), due to less costs in mostly all line items as compared to last year.

Operational Taxes decreased by 1 million or 16.4% during 12 months 2009, as compared to the same period 2008.

Subscribers:

The number of mobile subscribers decreased by 81.6 thousand (5.9%) as of the end of December 2009 vs. December last year reducing to 1.29 million (excluding MagtiFix figures). This reflects changes in market share as the competitive environment becomes more aggressive.

MagtiFix subscribers reached 170.3 thousand for the end of December 2009 and further increases in its fixed subscriber base are anticipated.

Average revenue per subscriber (“ARPU”) decreased by 18.16% (excl. Magtifix) for the 12M 2009 as compared to the 12M 2008.

	12M 2009	12M 2008	% Change
Magti	19.25	23.45	-17.92%
Bali	10.36	12.41	-16.52%
MagtiFix	10.01	10.02	-0.02 %

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The material reduction in ARPU and challenging Sales & Subscriber environment reflect a worsening of the general economic situation across the whole of Georgia, continued price discounting and subscribers use of multiple Sim cards.

Analysis of Results of Operations and Budget comparison

This Document contains preliminary financial results for Magticom which are subject to adjustment.

MagtiCom highlights for the 12M 2009 vs. 12M 2009 Budget:

Revenues of 351.2 million vs. 441.9 million – **20.52% less than plan**

EBITDA of 209 million vs. 276.6 million – **24.44% less than plan**

ARPU* of GEL 16.34 vs. Gel 18.79 – **13.00% less than plan**

MagtiCom Preliminary Financial Results and comparison with budget– 12M 2009:

In GEL	Actual 09 12M	Budget 09 12M	Deviation A09/B09	% Change
Gross Revenue	351,235,134	441,915,864	-90,680,730	-20.5%
Cost of Revenue	69,723,441	89,037,420	-19,313,980-	-21.7%
OPEX	72,470,879	76,238,296	-3,767,418	-4.9 %
EBITDA	209,040,814	276,640,147	-67,599,333	-24.4%
EBITDA Margin	59.52 %	62.60 %	-3.1 %	-4.9 %
EBITDA Telecom (a)	1,776,697	2,556,548	-779,851	-30.5%

Performance Data:

	Actual 09 12M	Budget 09 12M	Deviation A09/B09	% Change
Active subscribers (b)	1,461,393	1,768,429	-307,036	-17.4%
ARPU (c)*	16.34	18.79	-2.44	-13.0%
Personnel Headcount	991	1 028	-37	-3.6 %

(a) Only the 12 months cumulative figure for budgeted EBITDA Telecom is available. The Actual figure represents the sum for monthly EBITDA Telecom starting from April until the end of year 2009.

(b) MagtiCom considers a subscriber to be "active" if that subscriber undertook one of the following activity within the prior 30 days: 1) made call, 2) receive call 3) Sent SMS

(c) - Average monthly revenue per subscriber is determined by dividing revenue from subscribers for the period by average subscribers during the period, and dividing that result by the number of months in the period. Revenue from subscribers excludes inbound interconnection, roaming and other revenues earned from other operators.

* *excluding data from Magtifix subscribers*

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Gross Revenue	Ref:	Actual 09 12M	Budget 09 12M	Deviation A09/B09	% Change
Revenue from Subscribers	1	272,017,940	357,343,106	-85,325,166	-23.9%
Interconnection Revenue	2	73,435,676	81,536,758	-8,101,082	-9.9 %
Other Revenue	3	5,781,518	3,036,000	2,745,518	90.4 %
Total Gross Revenue		**351,235,134**	**441,915,864**	**-90,680,730**	**-20.5%**

MagtiCom Gross Revenue accounted to 351.2 million GEL as compared to 441.9 million GEL that is 90.7 million (20.5%) less than plan for the twelve months of 2009. Almost all main revenue generation streams underperformed compared to the forecast.

Main driving sources of the revenue generation were as follows:

1. **Revenue from Subscribers was** 85.3 million (23.9%) less than budget. All line items underperformed compared to the budget. MOU revenue was 47.4 million (19.1%) less than plan. Usage Revenue together with Revenue from SMS-Based Services was 30.7 million (41.2%) less than plan. Non-usage revenue was 7.2 million (21%) less than plan.

1.1 MOU revenue was 47.4 million (19.1%) less than budget during the 12M 2009.

All line items underperformed the budget including On Net Calls (16 million or 14% less than forecasted), calls to Mobiles (19.1 million or 22% less than planned), calls to PSTN (2 million or 18% less than budget) International calls (7.8 million or 28.6% less than budget) and Roaming Revenue (2.4 million or 30% less than planned).

1.1.1 On-Net Calls

On Net Calls were 16 million (14%) less than forecasted during the 12M 2009.

Magti

Magti brand On-Net Calls decreased by 9.6 million or 11.6%. On-Net price was higher than budget by 33.6% (from budgeted 0.09 Gel to actual 0.126 Gel), accompanied by a traffic reduction of 33.8% as compared to Budget. Distinct subscribers for Magti On Net Calls were less by 19.7%.

Excluding Favorite Number Promotion that commenced on May 18, 2009, On Net Price was higher by 66.2% (from budgeted 0.09 Gel to actual 0.157 Gel), while traffic were less by 46.8% as compared to the budget.

The Magti On Net Price Including Favorite Number Charges and Corporate Charges was 0.139 Gel for 12M 2009, that is 34.9% more than budgeted price of 0.103 Gel.

Bali

Bali On-Net revenue were less by 5.7 million (19.8%). Traffic decreased by 17.1% and price decreased by 3.28%. Distinct Subscribers using On Net Calls decreased by 28.8%.

Bali On Net Price including Bali 2 Tetri Activation Fee amounted to 0.039 Gel, that is 2.9% more than the

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budgeted price.

MagtiFix

On-net revenue for the 12 months of 2009 amounted to 2.5 million as compared to budgeted 3.3 million (736.5 thousand or 22.5% less than planned). The traffic was less by 30.2%, while price were higher by 11% (from budgeted 0.030 Gel to actual 0.033 Gel) as compared to the forecast.

Without "Favorite Number" promotion, which was offered starting from June 2009, price outperformed BP by 52% (from budgeted 0.030 Gel to actual 0.045 Gel) while traffic was less by 49%.

The MagtiFix On Net Price including Favorite Number Charges and 10 Gel Bundles for 12M 2009 was 0.038 Gel that is 28.7% more than budgeted 0.030 Gel.

Distinct Subscribers decreased by 25% as compared to the budget.

1.1.2 Other MOU Revenue (calls to other Mobile operators, PSTN, International and Roaming Revenues)

Revenue from Mobile Calls is less than budgeted by 19 million (22%). Total traffic was less than budgeted by 21.7% and total price was less by 0.4%.

> **Magti** Revenue from Mobile calls underperformed the budget by 12.9 million (18.2%), that is 68% of total Revenue from Mobile calls decrease. Traffic decreased by 18.4% and Price increased by 0.17% as compared to the budget. Distinct subscribers decreased by 23.4%.
>
> **Bali** Revenue from Calls to Mobiles dropped by 4.4 million (37.7%), that is 23% of total Revenue from Mobile calls decrease. Traffic decreased by 35.4% and Price decreased by 3.45% as compared to the budget. Distinct subscribers decreased by 57.6%.
>
> **MagtiFix** Revenue for the 12 months of 2009 amounted to 2.6 million as compared to budgeted 4.4 million (1.8 million or 41.2% decrease). Traffic decreased by 41.2%, while price remained almost the same (0.03% decrease). Distinct Subscribers were less than forecasted by 35.4%.

Calls to PSTN were less than budgeted by 2 million (18%) mainly due to traffic reduction by 40.9%. Price grew by 38.8%.

> **Magti** Revenue from PSTN decreased by 1.2 million (13.3%). Traffic decreased by 37.9% and Price increased by 39.7% as compared to the budget. Distinct subscribers decreased by 49.8%.
>
> **Bali** Revenue from Calls to PSTN dropped by 376.4 thousand (34%) Traffic decreased by 49.5% and Price increased by 30.6% as compared to the budget. Distinct subscribers decreased by 81%.
>
> **MagtiFix** Revenue for the 12 months of 2009 amounted to 505.4 thousand as compared to budgeted 915.3 thousand (409.9 thousand or 44.8% less). Traffic decreased by 44.8% while Price remained almost the same (0.04% growth). Distinct subscribers decreased by 57.3%.

Revenue from International Calls is less than budget by 7.8 million or 28.6%, principally (87%) due to Magti brand.

> **Magti** Revenue from International calls underperformed the budget by 6.8 million (28.7%), Distinct subscribers decreased by 75.5%.
>
> **Bali** Revenue from International Calls decreased by 91.9 thousand (13.1%). Distinct subscribers decreased by 96.5%.
>
> **MagtiFix** Revenue for the 12 months of 2009 amounted to 1.9 million as compared to

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budgeted 2.8 million (900.5 thousand or 32% decrease). Distinct subscribers decreased by 74.4%.

Roaming Revenue was less than budget by 2.4 million (30%).

1.2 Usage Revenue together with SMS based Services declined by 30.7 million (41.2%)

SMS Based Services were 18.7 million (41.3%) less than budget.

Average quantity of SMS per Subscriber for Magti during 12M 2009 was 1 SMS less than budgeted. The quantity of SMS for Magti decreased by 45.4 million (12.5%), while the average price for SMS decreased by 29.2% resulting in a 7.9 million GEL decrease (38.1%).

Average quantity of SMS per Subscriber for Bali during 12M 2009 was 15 SMS less than budgeted. The quantity of SMS for Bali reduced by 299.4 million (20.8%), while the average price for SMS decreased by 29.1% resulting in a 10.6 million GEL decrease (43.8%)

Average quantity of SMS per Subscriber for Magtifix during 12M 2009 was 6 SMS less than budgeted. The quantity of SMS reduced by 65.4% (8.3 million) with the same as budgeted price. Revenue from SMS Services amounted to 112.1 thousand as compared to budgeted 324.3 thousand (65.4% less than forecasted).

Other Usage Revenue accounted to 11.9 million (40.9%) less than budget, partly due to absence of the lottery from February until September 2009. Also all line items underperformed the budget.

Internet was less than budget by 4.2 million (32.6%). The reduction was almost evenly distributed between Magti and MagtiFix brands (Bali took only 1.3% of the reduction).

The reason for decrease for Magti is due to Traffic growth (in MB-s) of 5.4 million (38%) and price reduction of 0.23 Gel (53.1%). Also The Revenue from Internet Bundles has been moved from Internet Revenues and is now featured in Service Charges (353 thousand).

The reason for decrease for MagtiFix is partly due to the Revenue from 15 Gel unlimited Internet earlier featured in Internet Revenues and now added to Service Charges (818 thousand). There was another 500 thousand planned for Magtinet that is not launched yet.

Content was less than planned by 3.6 million (60.7%). The reduction is attributed to Magti Brand and is mainly due to price reduction of 58% as compared to the budget.

Balance 444, Micro payments and MMS also decreased by 634.3 thousand (47.2%), 323.4 thousand (37.5%) and 832.4 thousand (58.8%) respectively as compared to the forecast.

1.3 **Non-usage revenue** underperformed the budget by 7.2 million (21%). Almost all line items performed worse than forecasted (but Service Charges were 891.8 thousand or 5.9% more than planned). The Activation Revenue was 1 million (14.4%) less than budget for the 12M 2009 and amounted to 6 million instead of budgeted 7 million due to the lower than forecasted SIM card sales. During the 12M MagtiCom sold 398.2 thousand (49.8%) less SIM cards (including free SIMs) than forecasted (200.8 thousand less for Magti SIMs and 197.4 thousand less SIMs for Bali).

2. Interconnection Revenue was less than budget by 8.1 million (9.9%) and amounted to 73.4 million for the 12M 2009.

Interconnection Revenue from Mobiles decreased by 2.5 million (5.9%) as compared to budget. Traffic decreased by 4.1%

Interconnection Revenue from PSTN increased by 429.4 thousand (4.3%) as compared to budget. Traffic grew over the budget by 22.6%

Interconnection Revenue from International Calls decreased by 4.8 million (19.6%) as

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compared to the budget. Traffic underperformed the budget by 9.8%.

Interconnection Revenue from Roaming Partners decreased by 1.3 million (25.2%) as compared to budget.

3**. Other Revenue** was 2.7 million (90.4%) over the budget.

Cost of Revenue	Ref:	Actual 09 12M	Budget 08 12M	Deviation A09/B09	% Change
Interconnection Cost		56,223,445	70,666,076	-14,442,631	-20.4%
Cost of Goods Sold		2,883,644	4,511,613	-1,627,969	-36.1%
Discounts and allowances		10,616,351	13,859,732	-3,243,381	-23.4%
Total Cost of Revenue		**69,723,441**	**89,037,420**	**-19,313,980**	**-21.7%**

Cost of revenue at MagtiCom was 19.3 million (21.7%) less than budget.

All line items contributed to this saving including Interconnection Cost (20.4% or 14.4 million decrease), Cost of Goods Sold (36.1% or 1.6 million decrease) and Discounts and Allowances (23.4% or 3.2 million decrease).

Interconnection costs decreased by 14.4 million (20.4%) to 56.2 million for the 12M 2009 from budgeted 70.7 million.

Calls to mobiles − reduced by 11.2 million (23.6%). Traffic reduced by 14.6%.

Calls to PSTN − Traffic grew by 37.2%. Costs grew by 216.7 thousand (7.4%) GEL within the 12M 2009 as compared to the forecast.

For international calls the cost decreased by 2.9 million GEL (24.5%). Traffic increased by 38.4%.

Cost from Roaming calls − reduced by 696.8 thousand (11.3%)

Operating Expenses	Ref:	Actual 09 12M	Budget 09 12M	Deviation A09/B09	% Change
Network Operations		35,424,812	34,484,554	940,259	2.7 %
Sales and Marketing		20,755,617	23,230,072	-2,474,455	-10.7 %
General& Administrative		11,082,198	13,677,392	-2,595,194	-19.0 %
Operational Taxes		5,208,251	4,846,279	361,973	7.5 %
Total Operating Expenses		**72,470,879**	**76,238,296**	**-3,767,418**	**-4.9 %**

MagtiCom Operating Expenses for 12M 2009 amounted to 72.5 million GEL that is 4.9% (3.8 million) less than budgeted.

Sales and Marketing costs reduction that equaled 2.5 million (10.7%) was present principally due to Advertising and Promotion costs decrease by 2.1 million (18.4%).

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General and administrative costs were 2.6 million (19%) less than budget due to careful cost savings in mostly all categories.

Network Operations expenses were 940.3 thousand more than planned (2.7%).

Technical Support increased by 1 million (14.4%) due to increased costs for Motorola NSP and Nokia Siemens Operations (926.4 thousand or 46% and 475.6 thousand or 22% respectively). This increase in Technical Support costs was partially offset by decreased Software Fees of 563 thousand (20%) as compared to the budget. HP OC installation Base from Software Fees had budgeted cost of 722.5 thousand but these sum was not actually spent in 12M 2009.

Costs for Network Maintenance increased by 648.9 thousand (6.9%) as compared to the budget due to increased Leasing and El. Energy costs (by 699 thousand and 706 thousand respectively). This growth was partially offset by decreased Fuel costs (by 515 thousand or 16%)

Total Salaries increased by 1.9% or 235.3 thousand mainly due to more than budgeted salaries in IT Department.

Professional Services saved 542.7 thousand (52.7%) mainly due to 48% less than planned O&M services costs. Actual costs for O&M decreased starting form July from 30 thousand USD to 10 thousand USD per month.

Channel Lease was less by 366.4 thousand (10.6%) mainly due to less than budgeted costs for Fiber Optic by 324 thousand 33%.

Other Personnel Expenses decreased by 64.6 thousand (4.6%) mainly due to less than budgeted costs for Business Trips.

Operational Taxes were more than budget by 362 thousand (7.5%).

Subscribers:

By the end of December 2009 the number of active Magti Subscribers was 159.6 thousand (15.6%) and Bali Subscribers was 122.7 thousand (22.2%) less than budget. This reflects a general downturn in the market and highly aggressive and sustained sales & price promotions from the competitors.

At the end of December MagtiFix had 170,285 active subscribers which is 12.7% (24,715 subs) less than budgeted.

Average revenue per subscriber ("ARPU")

	12M 2009	BP 12M 2009	% Change
Magti	19.25	21.00	-8.34 %

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Bali	10.36	12.26	-15.46%
MagtiFix	10.01	16.04	-37.58%

The material reduction in ARPU and challenging sales & Subscribers base environment reflect a worsening of the general economic situation across the whole of Georgia and continued price discounting by both competitors.

Management Discussion and Analysis of Results of Operations

This Document contains preliminary financial results for MagtiCom which are subject to adjustment.

MagtiCom highlights for Q4 2009 vs. Q4 2008:

Revenues of 90.3 million vs. 100.1 million − decrease of 9.78%

EBITDA of 54.1 million vs. 62.5 million − decrease of 13.36%

ARPU* of GEL 16.41 vs. GEL 18.93 − reduction of 13.30%

MagtiCom Preliminary Financial Results − Q4 2009 and Q4 2008:

In GEL	Actual 09 Q4	Actual 08 Q4	Deviation A09/A08	% Change
Gross Revenue	90,286,734	100,071,841	-9,785,108	-9.8 %
Cost of Revenue	17,475,106	19,090,699	-1,615,593	-8.5 %
OPEX	18,702,440	18,530,516	171,924	0.9 %
EBITDA	54,109,188	62,450,626	-8,341,438	-13.4%
EBITDA Margin	59.93 %	62.41 %	-2.5 %	-4.0 %

Performance Data:

	Actual 09 Q4	Actual 08 Q4	Deviation A09/A08	% Change
Active subscribers (a)	1,461,393	1,405,277	56,116	4.0 %
ARPU (b)*	16.41	18.93	-2.52	-13.3%
Personnel Headcount	991	989	2	0.2 %

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(a) MagtiCom considers a subscriber to be "active" if that subscriber undertook one of the following activity within the prior 30 days: 1) made call, 2) receive call 3) Sent SMS

(b) − Average monthly revenue per subscriber is determined by dividing revenue from subscribers for the period by average subscribers during the period, and dividing that result by the number of months in the period. Revenue from subscribers excludes inbound interconnection, roaming and other revenues earned from other operators.

* *excluding data from Magtifix subscribers*

Gross Revenue	Ref:	Actual 09 Q4	Actual 08 Q4	Deviation A09/A08	% Change
Revenue from Subscribers	1	69,885,893	79,490,499	-9,604,605	-12.1%
Interconnection Revenue	2	18,735,665	19,596,794	-861,129	-4.4 %
Other Revenue	3	1,665,175	984,549	680,626	69.1 %
Total Gross Revenue		**90,286,734**	**100,071,841**	**-9,785,108**	**-9.8 %**

MagtiCom Gross Revenue decreased by 9.8 million (9.8%) to 90.3 million for Q4 ended December 31, 2009 as compared to 100.1 million for Q4 ended December 31, 2008 due to a decline in Revenue from Subscribers and Interconnection Revenues.

4. **Revenue from Subscribers** decreased by 9.6 million (12.1%) from 79.5 million for Q4 of 2008 to 69.9 million for the same period of 2009. The decrease in Revenue from Subscribers is attributed to a decline in:

1.1 Minutes of Usage (MOU) revenue decreased by 9.3 million (15.6%) to 50.4 million for Q4 ended December 31, 2009 as compared to 59.7 million for Q4 ended December 31, 2008

1.1.1 On-Net Calls

The main line item in the MOU revenue reduction was revenue from On-Net Calls which decreased by 6.2 million (20.2%) to 24.5 million for Q4 ended December 31, 2009 as compared to 30.7 million for the same period ended December 31, 2008. This reflects a reduction in Magti and Bali Revenues and an increase in Magtifix Revenues.

Magti

5.8 million (24.8%) of the decrease as compared to Q4 2008 was related to the Magti brand On-Net Calls that was due to:

The average On-Net price reduction from 0.182 Gel to 0.147 Gel or 19%(excl. Favorite Number Promotion)

Traffic reduction of 7.2% (excl. Favorite Number)

The Favorite Number promotion was not present in Q4 last year. This year the Promotion started from

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May 18, 2009. 1.8% of Magti On-Net traffic was generated by this single promotion for Q4 2009. Taking into account this promotion Magti On Net Traffic was less by 5.5% and Price decreased by 20.5% from 0.182 to 0.145 GEL.

The Magti On Net Price Including Corporate Charges was 0.16 Gel for Q4 2009, what is 16.7% less than 0.20 Gel − the price for Q4 2008 (Corporate Charges included).

Distinct subscribers for Magti On Net Calls decreased by 6.8% while Average Duration of a Call increased by 6.6%. Call counts were less than last year' s Q4 by 11.3%.

Some of this reduction is due to the economic downturn and some reflects the use of a secondary competitors' number by many Magti subscribers.

Bali

Bali On-Net revenue decreased by 1.36 million (19.2%) over the same period. This represents a 42% traffic decrease in Bali On-Net calls and a 39.2% average price increase for On Net calls. Distinct subscribers decreased by 1.5%. Average Duration of a Call decreased by 24.5%. Call counts were less than last year' s Q4 by 23.2%.

MagtiFix

On-net revenue for Q4 of 2009 amounted to 1.17 million as compared to only 183.5 thousand for Q4 last year (Magtifix was launched in June 2008). Magtifix traffic grew from 4.2 million minutes to 40.6 million minutes while price decreased by 34.6% (from 0.04 to 0.03). In Q4 2009 Magtifix offered "Favorite Number" Promotion. 33.6% of Total Magtifix On Net traffic was generated by this promotion. Excluding Favorite Number Promotion the traffic grew from 4.2 million minutes to 26.9 million minutes and price reduced by 1.42%

The Magtifix On Net Price Including 10 Gel Bundles was 0.05 Gel for Q4 2009, what is 19% less than 0.06 Gel − the price for Q4 2008.

Distinct subscribers increased on average from 21 thousand from 142 thousand. Average Duration of a Call increased by 44.6%. Call counts were 3.3 million in Q4 last year as compared to 22.2 million in Q4 this year.

1.1.2 Other MOU Revenue (calls to other Mobile operators, PSTN, International and roaming revenues)

Other MOU revenue decreased by 3.1 million (10.7%) to 25.9 million for Q4 ended December 31, 2009 as compared to 29.1 million for the same period ended December 31, 2008.

Revenue from Calls to other mobile operators decreased by 1.59 million (8%) due to traffic reductions by 8.4% and price per minute growth of 0.11%.

Magti Revenue from Calls to other operators dropped by 2.2 million (13.5%). Traffic decreased by 13.3% and Price decreased by 0.14% as compared Q4 2008. Distinct subscribers decreased by 7.2% and Average Duration per Call decreased by 3.7%. Call counts reduced by 10%.

Bali Revenue from Calls to other operators dropped by 283.9 thousand (12.9%) Traffic decreased by 12.9% and price remained almost unchanged (0.01% decrease) as compared to Q4 2008. Distinct subscribers increased by 1.3%. Average Duration per Call decreased by 6.6%. Call counts reduced by 6.7%.

MagtiFix Revenue for Q4 of 2009 amounted to 1.14 million as compared to only 201.1 thousand in Q4 2008. Traffic increased from 791 thousand minutes to 4.47 million minutes and Price decrease (by 0.01%) was immaterial as compared to Q4 2008. Distinct subscribers increased on average from 17.8 thousand to 123 thousand. Average Duration per Call decreased by 6.2%. Call counts grew from 741.5 thousand to 4.5 million.

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Revenue from calls to PSTN operators decreased by 454.5 thousand (17.5%). Traffic increased by 26.8% and price reduced by 34.9%.

Magti Revenue from PSTN dropped by 605.9 thousand (26%). Traffic and Price decreased by 25.7% and 0.3% respectively as compared to Q4 2008. Distinct subscribers decreased by 12.3% and Average Duration per Call decreased by 3.8%. Call counts reduced by 22.8%.

Bali Revenue from Calls to PSTN dropped by 48.2 thousand (21.6%) Traffic decreased by 21.7% and price change was immaterial (0.03% growth) as compared to Q4 2008. Distinct subscribers decreased by 7.8%. Average Duration per Call decreased by 6.2%. Call counts reduced by 16.5%.

MagtiFix Revenue for Q4 of 2009 amounted to 236.6 thousand as compared to 37 thousand for Q4 2008. Traffic increased from 1.1 million minutes to 7 million minutes and Price slightly increased by 0.05% as compared to Q4 2008. Distinct subscribers increased on average from 12.6 thousand to 83.6 thousand. Average Duration per Call increased by 1.5%. Call counts grew from 480 thousand in Q4 2008 to 3 million in Q4 2009.

International calls decreased by 786.7 thousand (13.9%).

Magti Revenue from International calls dropped by 1.4 million (26%) Distinct subscribers decreased by 19.7% and Average Duration per Call decreased by 1.4%. Call counts reduced by 17.5%.

Bali Revenue from international calls dropped by 23.9 thousand (14.2%). Distinct subscribers decreased by 5.9%. Average Duration per Call decreased by 6%. Call counts reduced by 7.8%.

MagtiFix Revenue for Q4 of 2009 amounted to 741 thousand as compared to only 107.6 thousand in Q4 2008. Distinct subscribers increased on average from 7 thousand to 45 thousand. Average Duration per Call increased by 10.5%. Call counts grew from 163.7 thousand to 1.2 million.

Revenue from Roaming decreased by 293.3 thousand (16.3%)

1.2 Usage Revenue

1.2.1 SMS Based Services declined by 1.2 million (14.4%).

The average number of Magti subscribers using SMS services declined by 11%; The quantity of SMS for Magti reduced by 8.6 million (10%), while the average price for SMS decreased by 12.8% resulting in a 830.8 thousand GEL decrease (21.6%).

Revenues from SMS Services for Bali decreased by 398.7 thousand GEL (9.3%). The average number of Bali subscribers using SMS services declined by 2%; The quantity of SMS for Bali grew by 72.7 million (25.6%), while the average price for SMS decreased by 27.8%

Magtifix SMS services amounted to 57.1 thousand by December 31, 2009 as compared to only 4.6 thousand by December 2008.

1.2.2 **Other Usage Revenue (MMS, Internet, Micro Payments, Balance 444, Content)** decreased by 333.2 thousand (6.3%). Balance 444 (154 thousand or 52.2% less), Micropayments (64 thousand or 33.6% less) and MMS (92.9 thousand or 43.8% less) performed worse than Q4 2008.

1.3 Non Usage Revenue (Service charges, Subscription fees, Activation Fee, One Time Services) increased by 1.2 million (19.1%)

Service Charges decreased by 444 thousand (11.6%); Magtifix Service Charges were present in Q4

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2009 unlike Q4 2008 and equaled 147.9 thousand. Magti Service Charges decreased by 164.3 thousand, 5.3% (mainly due to less Mono Credit Activations in Q4 this year as compared to Q4 last year) and Bali Services Charges decreased by 427.7 thousand (60.3%). The fact that starting form September 2009 Bali 2 Tetri has been changed with Bali 5 Tetri caused the reduction in this Promo Activations, thus the reduction of Bali Service Charges. Another reason for less Bali 2 Tetri Activation Revenue this year, as compared to last year is bigger share for 3 Gel activations (for club members) than 9 Gel activations in 2009 (while mainly 9 Gel activations were present during year 2008). For these reasons and despite the fact that Bali 2 tetri Promo was not present in November 2008, revenue form activations decreased from 486 thousand Gel in Q4 2008 to only 104.7 thousand Gel in Q4 2009 (78% reduction).

Activation Revenue increased by 1.46 million (122%) due to the MagtiFix activation fee growth (1.46 million increase).

The increase in Magti Activation Revenue equaled 111.5 thousand. The reason for the increase is Revenue from BlackBerrys sold (180.7 thousand) that was not present last year. Magti Sim Sales decreased by 31.9 thousand (44%) alongside 2 GEL SIM card sales promotions in Q4 2009, as well as Free sims that amounted to 15.5 thousand GEL.

Bali Activation Revenue fell by 113.2 thousand (68.7%). Bali Sim sales reduced by 18 thousand (24%) alongside 2 Gel SIM card sales promotions in Q4 2009 and Free Sims amounted to 17.7 thousand GEL.

5. **Interconnection Revenue** (on incoming calls) declined by 861.1 thousand (4.4%) from 19.6 million for Q4 2008 to 18.7 million for the same period of 2009. All line items showed the reduction as compared to last year.

Interconnection revenue from Mobile calls decreased by 449.7 (4.1%). Traffic decreased by 2.3%.

Revenue from International calls decreased by 336 thousand (6.6%). Traffic increased by 10.8%

PSTN revenue decreased by 51.5 thousand (1.9%) while traffic increased by 10.1%.

Roaming revenue from Partners decreased by 24 thousand or 2.5%.

3. Other Revenue amounted to 1.7 million for Q4 2009 that is 680.6 thousand more (69.1%) than 984.5 thousand for the same period last year.

Cost of Revenue	Ref:	Actual 09 Q4	Actual 08 Q4	Deviation A09/A08	% Change
Interconnection Cost		14,093,728	14,797,242	-703,514	-4.8 %
Cost of Goods Sold		666,738	954,618	-287,880	-30.2%
Discounts and allowances		2,714,641	3,338,840	-624,199	-18.7%
Total Cost of Revenue		**17,475,106**	**19,090,699**	**-1,615,593**	**-8.5 %**

Cost of revenue at MagtiCom decreased by 1.6 million (8.5%) to 17.5 million for Q4 2009 as compared to 19.1 million for the same period of 2008, due principally to a decrease in Interconnection costs and costs for Discounts and Allowances.

Interconnection costs decreased by 703.5 thousand (4.8%) to 14.1 million for Q4 2009 from 14.8 million for the same period of 2008.

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Calls to mobiles − costs decreased by 650.8 thousand GEL (6.6%). Traffic reduced by 6.4%.

Calls to PSTN −generated 499.1 thousand GEL more costs (115%) within Q4 2009 as compared to Q4 2008. traffic increased by 120.6%.

For international calls the cost grew by 131.1 thousand GEL (6.2%). Traffic decreased by 43.8%.

Cost from Roaming calls − reduced by 343.5 thousand (23.7%)

Cost of Goods Sold decreased by 287.9 thousand (30.2%) to 666.7 thousand for Q4 2009 from 954.6 thousand for the same period of 2008. The main is reason for decrease of COS is the reduction of SIM cards and MONO cards sold during Q4 2009 as compared with same period 2008.

Discounts and Allowances decreased by 624.2 thousand (18.7%) to 2.7 million for Q4 2009 from 3.3 million for the same period of 2008. The decrease is mainly attributable to less Sim and Scratch cards Commissions in Q4 2009 as compared to Q4 2008.

Operating Expenses	Ref:	Actual 09 Q4	Actual 08 Q4	Deviation A09/A08	% Change
Network Operations		8,966,988	7,490,438	1,476,549	19.7 %
Sales and Marketing		5,571,184	5,999,250	-428,066	-7.1 %
General & Administrative		2,794,704	3,389,448	-594,743	-17.5%
Operational Taxes		1,369,564	1,651,380	-281,816	-17.1%
Total Operating Expenses		**18,702,440**	**18,530,516**	**171,924**	**0.9 %**

OPEX increased by 171.9 thousand (0.9%) to 18.7 million for Q4 2009 as compared to 18.5 million for the same period 2008.

The increase of OPEX is attributed to the growth of Network Operations Expenses.

The increase of Network Operations Expenses is partly due to 566.6 thousand (39.6%) more costs in technical support for the Q4 2009. This is the result of

T-Net Costs of 300 thousand present in Q4 2009, unlike Q4 2008.

HP OpenView Service Manager Costs of 112 thousand present in Q4 2009, unlike Q4 2008.

Telecom Engineering Company costs of 53 thousand.

Another reason for larger expenses in Network Operations is the growth of Network Maintenance expenses by 439.4 thousand (20.2%) mainly due to increased Leasing, El-energy, Repairing&Remodeling and Security costs (412 thousand more).

Other Personnel Expenses grew by 209 thousand principally due to increased training costs (mainly for Nokia Siemens) in Q4 2009 as compared to the same period 2008.

Total Salaries increased by 5.7% or 167.8 thousand due to a general salary increase (5% or 10% depending on salary band), from January 1, 2009.

Sales and Marketing costs decreased by 428 thousand (7.1%) mainly due to less costs for

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Advertising and Promotion and Sales Office Maintenance by 547.6 thousand (17%) and 49.6 thousand (39.8%) respectively in Q4 2009 as compared to Q4 2008. This reduction was partially offset by growth of Salaries by 161.6 thousand (6.3%) due to a general salary increase (5% or 10% depending on salary band), from January 1, 2009.

General & Administrative costs decreased by 594.7 thousand (17.5%) due to less costs in most line items in Q4 2009 as compared to Q4 2008.

Operational Taxes decreased by 281.8 thousand (17.1%).

Subscribers:

The number of mobile subscribers decreased by 81.6 thousand (5.9%) as of the end of December 2009 vs. December last year reducing to 1.29 million (excluding MagtiFix figures). This reflects changes in market share as the competitive environment becomes more aggressive.

MagtiFix subscribers reached 170.3 thousand for the end of December 2009 and further increases in its fixed subscriber base are anticipated.

Average revenue per subscriber (“ARPU”) decreased by 13.3% (excl. Magtifix) for Q4 2009 as compared to Q4 2008.

	Q4 2009	Q4 2008	% Change
Magti	19.20	22.41	-14.30%
Bali	10.73	11.82	-9.26 %
MagtiFix	9.65	9.71	-0.66 %

The material reduction in ARPU and challenging Sales & Subscriber environment reflect a worsening of the general economic situation across the whole of Georgia, continued price discounting and subscribers use of multiple Sim cards.

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Analysis of Results of Operations and Budget comparison

This Document contains preliminary financial results for MagtiCom which are subject to adjustment.

MagtiCom highlights for Q4 2009 vs. Q4 2009 Budget:

− Revenues of 90.3 million vs. 133.9 million − **32.57% less than plan**

− EBITDA of 54.1 million vs. 88.1 million− **38.58% less than plan**

− ARPU* of GEL 16.41 vs. GEL 21.44 − **23.46% less than plan**

MagtiCom Preliminary Financial Results and comparison with budget− Q4 2009:

In GEL	Actual 09 Q4	Budget 09 Q4	Deviation A09/B09	% Change
Gross Revenue	90,286,734	133,894,348	-43,607,615	-32.6%
Cost of Revenue	17,475,106	26,752,014	-9,276,907	-34.7%
OPEX	18,702,440	19,050,221	-347,781	-1.8 %
EBITDA	54,109,188	88,092,114	-33,982,926	-38.6%
EBITDA Margin	59.93 %	65.79 %	-5.9 %	-8.9 %

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Performance Data:

	Actual 09 Q4	Budget 09 Q4	Deviation A09/B09	% Change
Active subscribers (a)	1,461,393	1,768,429	-307,036	-17.4 %
ARPU (b)*	16.41	21.44	-5.03	-23.46%
Personnel Headcount	991	1 028	-37	-3.6 %

(a) MagtiCom considers a subscriber to be "active" if that subscriber undertook one of the following activity within the prior 30 days: 1) made call, 2) receive call 3) Sent SMS

(b) - Average monthly revenue per subscriber is determined by dividing revenue from subscribers for the period by average subscribers during the period, and dividing that result by the number of months in the period. Revenue from subscribers excludes inbound interconnection, roaming and other revenues earned from other operators.

* *excluding data from Magtifix subscribers*

Gross Revenue	Ref:	Actual 09 Q4	Budget 09 Q4	Deviation A09/B09	% Change
Revenue from Subscribers	1	69,885,893	110,026,501	-40,140,608	-36.5 %
Interconnection Revenue	2	18,735,665	23,108,847	-4,373,181	-18.9 %
Other Revenue	3	1,665,175	759,000	906,175	119.4%
Total Gross Revenue		**90,286,734**	**133,894,348**	**-43,607,615**	**-32.6 %**

MagtiCom Gross Revenue accounted to 90.3 million GEL as compared to 133.9 million GEL that is 43.6 million (32.6%) less than plan for Q4 2009. Almost all main revenue generation streams underperformed as compared to the forecast.

Main driving sources of the revenue generation were as follows:

1. **Revenue from Subscribers was** 40.1 million (36.5%) less than budget. All line items underperformed the budget. MOU revenue was 24.9 million (33.1%) less than plan. Usage Revenue together with Revenue from SMS-Based Services was 11.6 million (49.3%) less than plan. Non-usage revenue was 3.6 million (32.4%) less than plan.

1.1 MOU revenue was 24.9 million (33.1%) less than budget during Q4 2009.

All line items in the MOU revenue underperformed the budget. On Net Calls were 10.3 million or 29.7% less than forecasted, calls to Mobiles were 9 million or 34.1% less than planned, calls to PSTN were less by 1.29 million (37.6%), International calls were 3.5 million or 42.1% less than budget, and Roaming Revenue decreased by 726.4 thousand (32.5%) as compared to the plan.

1.2.1 On-Net Calls

On Net Calls were 10.3 million (29.7%) less than forecasted during Q4 2009.

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Magti

Magti brand On-Net Calls decreased by 6.8 million or 27.8%. On-Net price was higher than budget by 58.5% (from budgeted 0.091 Gel to actual 0.145 Gel), accompanied by a traffic reduction of 54.5%. Distinct subscribers for Magti On Net Calls decreased by 24%.

Excluding Favorite Number Promotion that commenced on May 18, 2009, On Net Price increased by 61.5% (from budgeted 0.091 Gel to actual 0.147 Gel), while traffic decreased by 55.3% as compared to the budget.

The Magti On Net Price Including Corporate Charges and Favorite Number Activations was 0.16 Gel for Q4 2009, what is 58.7% more than the budgeted price of 0.10 Gel.

Bali

Bali On-Net revenue decreased by 3.4 million (37.1%). Traffic decreased by 57.6% and price increased by 48.4%. Distinct Subscribers using On Net Calls decreased by 33.1%.

The Bali On Net Price Including Bali 5 Tetri Activations was 0.06 Gel for Q4 2009, what is 50.7% more than the budgeted price of 0.04 Gel.

MagtiFix

On-net revenue for Q4 of 2009 amounted to 1.17 million as compared to budgeted 1.35 million (182.8 thousand or 13.5% less than planned). The traffic decreased by 10.3%, while price reduced by 3.54% as compared to the forecast. Without “Favorite Number” promotion price increased by 45.3% while traffic decreased by 40.5%. Distinct Subscribers decreased by 19% as compared to the budget.

1.1.2 Other MOU Revenue (calls to other Mobile operators, PSTN, International and Roaming Revenues)

Revenue from Mobile Calls is less than budgeted by 9 million (34.1%). Total traffic was less than budgeted by 33.3%, Price was less by 1.3%.

> **Magti** Revenue from Mobile calls underperformed the budget by 6.6 million (31.4%), that is 73% of total Revenue from Mobile calls decrease. Traffic decreased by 31.5% and Price increased by 0.19% as compared to the budget. Distinct subscribers decreased by 28%.
>
> **Bali** Revenue from Calls to Mobiles dropped by 1.78 million (48.2%), that is 20% of total Revenue from Mobile calls decrease. Traffic decreased by 42.2% and Price decreased by 10.3% as compared to the budget. Distinct subscribers decreased by 56.3%.
>
> **MagtiFix** Revenue for Q4 of 2009 amounted to 1.14 million as compared to budgeted 1.82 million (679.6 thousand or 37.4% less). Traffic decreased by 37.4%, while price remained almost the same (0.03% decrease). Distinct Subscribers were less than forecasted by 30%.

Revenue from International Calls is less than budget by 3.5 million or 42.1%, principally due to Magti brand (86%).

> **Magti** Revenue from International calls underperformed the budget by 3 million (43.3%), Distinct subscribers decreased by 78%.
>
> **Bali** Revenue from International Calls decreased by 78.2 thousand (35.2%). Distinct subscribers decreased by 97%.
>
> **MagtiFix** Revenue for Q4 of 2009 amounted to 741.1 thousand as compared to budgeted 1.16 million (422.4 thousand or 36.3% decrease). Distinct subscribers decreased by 74%.

Calls to PSTN underperformed the budget by 1.29 million (37.6%).

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Magti Revenue from PSTN decreased by 971.4 thousand (36%) as compared to the budget. Traffic decreased by 55.6% and Price increased by 44.2% as compared to the budget. Distinct subscribers decreased by 55%.

Bali Revenue from Calls to PSTN dropped by 176.1 thousand (50.2%). Traffic decreased by 61.9% and Price increased by 30.6% as compared to the budget. Distinct subscribers decreased by 81.3%.

MagtiFix Revenue for Q4 of 2009 amounted to 236.6 thousand as compared to budgeted 378.9 thousand (142.3 thousand or 37.6% less). Traffic decreased by 37.6% while Price remained almost the same (0.01% increase). Distinct subscribers decreased by 53%.

Roaming Revenue was less than budget by 726.4 thousand (32.5%).

1.3 Usage Revenue together with SMS based Services declined by 11.6 million (49.3%)

SMS Based Services were 7.2 million (50.7%) less than budget.

Average quantity of SMS per Subscriber for Magti during Q4 2009 was 7 SMS less than budgeted. The quantity of SMS for Magti decreased by 33.4 million (30.2%), while the average price for SMS decreased by 32% resulting in 3.35 million GEL decrease (52.6%). -

Average quantity of SMS per Subscriber for Bali during Q4 2009 was 1 SMS more than budgeted. The quantity of SMS for Bali reduced by 100 million (21.9%), while the average price for SMS decreased by 34.8% resulting in a 3.76 million GEL decrease (49.1%)

Average quantity of SMS per Subscriber for Magtifix during Q4 2009 was 5 SMS less than budgeted. The quantity of SMS reduced by 57.5% (3 million) with the same as budgeted price. Revenue from SMS Services amounted to 57.1 thousand as compared to budgeted 134.2 thousand (57.5% less than forecasted).

Other Usage Revenue accounted to 4.4 million (47.2%) less the budget. All line items underperformed the budget.

Internet was less the budget by 2 million (46.5%). 51% of the reduction is attributed to the Magti brand. Internet Usage for Magti increased by 295.3 thousand MBs (6.9%) and the price decreased by 0.25 Gel (59.3%). 38% of the decrease of Internet Revenues is due to Magtifix Brand and is partly caused by decrease of Subscriber base as compared to the budget as well as 250 thousand planned for Magtinet that is not launched yet. 11% of the Internet Revenues reduction took the Bali brand due to usage growth of 5 million MBs and price reduction of 0.21 Gel (63.2%)

Content was less than planned by 1.2 million (67.7%). The reduction is attributed to Magti Brand and is caused by 66% price reduction as compared to the plan.

Balance 444, Micro Payments and MMS also reduced by 269.3 thousand (65.6%), 136.5 thousand (51.9%), 324.8 thousand (73.2%) respectively as compared to the plan.

1.3 Non-usage revenue underperformed the budget by 3.6 million (32.4%).

Service Charges were less than budgeted by 1.26 million (27.3%). Magtifix Service Charges equaled 147.9 thousand in Q4 2009. Bali Service Charges were more than planned by 33.6 thousand (13.6%). The total reduction was due to Magti Brand that decreased by 1.45 million (32.9%) and was present mainly because of less than planned Favorite Number Activations (as starting from September this promotion is no longer free but costs 5 Tetri).

The Activation Revenue was 580.3 thousand (28.1%) more than budget for Q4 2009 and amounted to 2.65 million instead of budgeted 2.1 million due to increased Activation Revenues for Magtifix (1 million more). Magti and Bali Activation revenues both decreased by 218.5 thousand (51.7%) and 221 thousand (81%) respectively. During Q4 MagtiCom sold 110.4 thousand (53.3%) less SIM cards

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(including free SIMs) than forecasted (59.5 thousand less for Magti SIMs and 50.8 thousand less SIMs for Bali).

2. Interconnection Revenue was less than budget by 4.4 million (18.9%) and amounted to 18.7 million for Q4 2009.

Interconnection Revenue from Mobiles decreased by 1.57 million (13.1%) as compared to budget. Traffic was less the budget by 10.4%

Interconnection Revenue from PSTN decreased by 261.1 thousand (9%) as compared to budget. Traffic grew over the budget by 8.7%

Interconnection Revenue from International Calls decreased by 2.29 million (32.4%) as compared to budget. Traffic underperformed the budget by 17.5%

Interconnection Revenue from Roaming Partners decreased by 255.5 thousand (21.4%) as compared to budget.

3. Other Revenue was 906.2 thousand (119.4%) over the budget.

Cost of Revenue	Ref:	Actual 09 Q4	Budget 08 Q4	Deviation A09/B09	% Change
Interconnection Cost		14,093,728	21,950,486	-7,856,758	-35.8 %
Cost of Goods Sold		666,738	1,192,634	-525,896-	44.1 %
Discounts and allowances		2,714,641	3,608,894	-894,253	-24.8 %
Total Cost of Revenue		**17,475,106**	**26,752,014**	**-9,276,907**	**-34.7 %**

Cost of revenue at MagtiCom was 9.28 million (34.7%) less than budget.

All line items contributed to this saving including Interconnection Cost (35.8% or 7.9 million decrease), Cost of Goods Sold (44.1% or 525.9 thousand decrease) and Discounts and Allowances (24.8% or 894.3 thousand decrease).

Interconnection costs decreased by 7.9 million (35.8%) to 14.1 million for Q4 2009 from budgeted 22 million.

Calls to mobiles − reduced by 5.6 million (37.9%) Traffic reduced by 26.6%.

Calls to PSTN − traffic grew by 36.8%. Costs were less by 65.2 thousand GEL (6.5%) in Q4 2009 as compared to the forecast.

For international calls the cost decreased by 1.7 million GEL (42.6%). Traffic increased by 26.1%.

Cost from Roaming calls − reduced by 495.8 thousand (30.9%)

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Operating Expenses	Ref:	Actual 09 Q4	Budget 09 Q4	Deviation A09/B09	% Change
Network Operations		8,966,988	8,481,865	485,123	5.7 %
Sales and Marketing		5,571,184	5,890,919	-319,735	-5.4 %
General& Administrative		2,794,704	3,356,475	-561,770	-16.7%
Operational Taxes		1,369,564	1,320,962	48,601	3.7 %
Total Operating Expenses		**18,702,440**	**19,050,221**	**-347,781**	**-1.8 %**

MagtiCom Operating Expenses for Q4 2009 amounted to 18.7 million GEL that is 1.8% (347.8 thousand) less than budgeted.

General and administrative costs were 561.8 thousand (16.7%) less than budget due to careful cost savings in almost all categories.

Sales and Marketing costs reduction equaled 319.7 thousand (5.4%) and was present principally due to Advertising and Promotion costs decrease of 265.8 thousand (9%).

Network Operations expenses were 485 thousand (5.7%) more than planned.

Technical Support increased by 326.9 thousand (19.5%) mainly due to increased Motorola NSP costs (by 258 thousand) as well as costs for Huawei (102 thousand) present in Q4 2009.

Other Personnel Expenses were over the budget by 143 thousand mainly due to increased training costs.

Network Maintenance increased by 126.8 thousand (5.1%) as compared to the forecast due to increased Leasing, El. Energy and Fuel costs.

Total Salaries increased by 2.4% or 73.6 thousand mainly due to more than budgeted salaries in IT Department.

Professional Services were less than budgeted by 120.6 thousand (46.9%) mainly due to less than planned O&M services costs. Actual costs for O&M decreased starting form July from 30 thousand USD to 10 thousand USD per month.

Channel Lease was less by 52 thousand (5.8%) mainly due to less than budgeted costs for Fiber Optic.

Operational Taxes were more than budget by 48.6 thousand (3.7%).

Subscribers:

By the end of December 2009 the number of active Magti Subscribers were 159.6 thousand (15.6%) and Bali Subscribers were 122.7 thousand (22.2%) less than budget. This reflects a general downturn in the market and highly aggressive and sustained sales & price promotions from the competitors.

At the end of December MagtiFix had 170.3 thousand active subscribers which is 12.7% (24.7 thousand

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subs) less than budgeted.

Average revenue per subscriber (“ARPU”)

	Q4 2009	BP Q4 2009	% Change
Magti	19.20	25.26	-23.98%
Bali	10.73	14.32	-25.10%
MagtiFix	9.65	16.04	-39.86%

The material reduction in ARPU and challenging sales & Subscribers base environment reflect a worsening of the general economic situation across the whole of Georgia and continued price discounting by both competitors.

Management Discussion and Analysis of Results of Operations

This Document contains preliminary financial results for MagtiCom which are subject to adjustment.

MagtiCom highlights for the December 2009 vs. December 2008:

Revenues of 30.1 million vs. 33.2 million − decrease of 9.29%

EBITDA of 17.8 million vs. 19.5 million − decrease of 8.74%

ARPU* of GEL 16.28 vs. Gel 18.47 − reduction of 11.86%

MagtiCom Preliminary Financial Results − December 2009 and December 2008:

In GEL	**Actual 09 December**	**Actual 08 December**	**Deviation A09/A08**	**% Change**
Gross Revenue	30,073,443	33,153,779	-3,080,336	-9.3 %
Cost of Revenue	5,910,687	6,632,265	-721,578	-10.9%
OPEX	6,402,442	7,059,422	-656,981	-9.3 %
EBITDA	17,760,314	19,462,092	-1,701,777	-8.7 %
EBITDA Margin	59.1 %	58.7 %	0.4 %	0.6 %

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Performance Data:

	Actual 09 December	Actual 08 December	Deviation A09/A08	% Change
Active subscribers (a)	1,461,393	1,405,277	56,116	4.0 %
ARPU (b)*	16.28	18.47	-2.19	-11.86%
Personnel Headcount	991	989	2	0.2 %

(a) MagtiCom considers a subscriber to be "active" if that subscriber undertook one of the following activity within the prior 30 days: 1) made call, 2) receive call 3) Sent SMS

(b)- Average monthly revenue per subscriber is determined by dividing revenue from subscribers for the period by average subscribers during the period, and dividing that result by the number of months in the period. Revenue from subscribers excludes inbound interconnection, roaming and other revenues earned from other operators.

* *excluding data from Magtifix subscribers*

Gross Revenue	Ref:	Actual 09 December	Actual 08 December	Deviation A09/A08	% Change
Revenue from Subscribers	1	23,271,447	26,295,503	-3,024,057	-11.5 %
Interconnection Revenue	2	6,239,320	6,530,507	-291,188	-4.5 %
Other Revenue	3	562,677	327,769	234,908	71.7 %
Total Gross Revenue		**30,073,443**	**33,153,779**	**-3,080,336**	**-9.3 %**

MagtiCom Gross Revenue decreased by 3.1 million (9.3%) to 30.1 million for December 2009 as compared to 33.2 million for December 2008 due to decline in Revenue from Subscribers and Interconnection Revenue.

1. **Revenue from Subscribers** decreased by 3 million (11.5%) from 26.3 million for December 2008 to 23.3 million for the same period of 2009. The decrease in Revenue from Subscribers is attributed to a decline in:

1.1 Minutes of Usage (MOU) revenue decreased by 2.3 million (11.9%) to 16.8 million for December 2009 as compared to 19.1 million for December 2008. All line items showed worse results than last year.

1.1.1 On-Net Calls

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The main line item in the MOU revenue reduction was revenue from On-Net Calls which decreased by 1.4 million (14.7%) to 8 million for December 2009 as compared to 9.5 million for the same period 2008.

Magti

Magti brand On Net Calls showed 1.5 million decrease (20.9%) that was due to:

The average On-Net price reduction from 0.173 Gel to 0.142 Gel or 17.74% (excluding favorite number)

Traffic reduction of 3.8% (excluding favorite number)

In December 2008 the Favorite Number promotion was no longer present. Starting from September 2009 the Favorite Number promotion (which was once again offered in May, 2009) was no longer free but cost 5 Tetri. 0.9% of Total Magti On-Net traffic was generated by this promotion in December.

Including this promotion Magti On Net Traffic decreased by 2.9% and Price decreased by 18.5% (from 0.173 to 0.141 GEL) as compared to figures of December 2008.

The Magti On Net Price Including Corporate Charges was 0.157 Gel for December 2009, what is 15.5% less than 0.186 Gel − the price for December 2008 (Corporate Charges included).

Distinct subscribers for Magti On Net Calls decreased by 6.5% while Average Duration of a Call increased by 7.3%. Call counts were less than last year' s December by 9.5%.

Bali

Bali On-Net revenue decreased by 259.1 thousand (12.1%) over the same period, what is 18% of Total On Net Revenue reduction. This represents a 10.6% traffic decrease in Bali On-Net calls and 1.7% average price decrease for On Net calls.

The Bali On Net Price Including Bali 2 Tetri Activations (Bali 2 Tetri has been changed with Bali 5 Tetri starting from September) was 0.06 Gel for December 2009, what is 6.2% less than 0.064 Gel − the price for December 2008.

Distinct subscribers using On Net Calls increased by 1.1%, Average Duration of a Call decreased by 9.8% and Call Counts decreased by 0.9%.

MagtiFix

On-net revenue for December 2009 amounted to 473.4 thousand, as compared to only 90.6 thousand for December 2008 (Magtifix was launched in June 2008). Traffic grew to 17.4 million minutes from 1.9 million minutes, while price decreased by 41.9% (from 0.05 Gel to 0.03 Gel) for December 2009, as compared to December 2008. From June 2009 Magtifix offered "Favorite Number" Promotion. 33.5% of Total Magtifix On Net traffic was generated by this promotion in December.

Without "Favorite Number" promotion, price decreased by 13% (from 0.05 Gel to 0.04 Gel) while traffic grew by 9.6 million minutes (499%).

Magtifix On Net Price including 10 Gel Bundles for December 2009 was 0.044 Gel, what is 27% less than 0.06 Gel for December 2008.

Distinct Subscribers increased from 31 thousand in December 2008 to 161.3 thousand in December 2009. Average Duration of a Call increased by 52.7%. Call counts were 9.4 million in December this year, as compared to only 1.6 million in the same period last year.

1.1.2 Other MOU Revenue (calls to other Mobile operators, PSTN, International and Roaming Revenues)

Other MOU revenue decreased by 872.5 thousand (9.1%) to 8.7 million for December 2009 as compared to 9.6 million for the same period 2008.

Revenue from Calls to other mobile operators decreased by 408.5 thousand (6.5%) driven by the total traffic decrease of 6.6% and total price growth of 0.08%.

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Magti Revenue from Calls to other operators dropped by 673.2 thousand (12.3%). Traffic decreased by 12.2% and price decreased by 0.19% as compared to December 2008. Distinct subscribers decreased by 7% and Average Duration per Call decreased by 2.6%. Call counts decreased by 9.8%.

Bali Revenue from Calls to other operators dropped by 72 thousand (10%) Traffic decreased by 10% and price remained almost unchanged as compared to December 2008. Distinct subscribers increased by 7.1%. Average Duration of a Call decreased by 6.7% and Call Counts decreased by 3.5%.

MagtiFix Revenue for December 2009 amounted to 437.5 thousand as compared to only 100.8 thousand in December 2008 (Magtifix was introduced to the market in June 2008). Traffic amounted to 1.7 million minutes in December 2009 as compared to only 396.7 thousand minutes in the same period last year, while price remained almost the same. Distinct Subscribers grew from 26.8 thousand to 141.1 thousand. Duration of a Call decreased by 5.9% while Call Counts grew from 375.4 thousand to 1.73 million.

Revenue from calls to PSTN operators decreased by 171.7 thousand (18.7%) due to traffic growth of 31.8% and price reduction of 38.3%

Magti Revenue from PSTN decreased by 235.9 thousand (28.7%). Traffic decreased by 28.3% and Price decreased by 0.49% as compared to December 2008. Distinct subscribers decreased by 15.4% and Average Duration per Call decreased by 1.6%. Call counts reduced by 27.2%.

Bali Revenue from Calls to PSTN dropped by 17.4 thousand (22.6%) Traffic decreased by 22.6% and Price remained almost the same (0.05% growth) as compared to December 2008. Distinct subscribers decreased by 7.9%. Average Duration of a Call decreased by 5% and Call Counts decreased by 18.5%.

MagtiFix Revenue for December 2009 amounted to 99 thousand as compared to 17.5 thousand in December last year. Traffic amounted to 2.9 million as compared to 517.2 thousand, while price increase was immaterial (0.05% growth). Distinct Subscribers amounted to 98.2 thousand as compared to only 18.9 thousand last year. Average Duration per Call increased by 2.1%, Call counts grew form 231.6 thousand in December last year to 1.28 million in December this year.

International calls decreased by 181.9 thousand (9.9%).

Magti Revenue from International calls dropped by 423.2 thousand (24.2%) Distinct subscribers decreased by 19% and Average Duration per Call decreased by 1.8%. Call counts reduced by 17%.

Bali Revenue from international calls grew by 3.3 thousand (7.2%) Distinct subscribers increased by 5.4%. Average Duration per Call decreased by 0.5% and Call Counts increased by 7.6%.

MagtiFix Revenue for December 2009 amounted to 280.5 thousand as compared to only 42.4 thousand in December 2008 (Magtifix was first offered to the market in June 2008). Distinct Subscribers grew from 9.9 thousand to 51.5 thousand. Average Duration per Call grew by 4.9% while Call Counts increased from 69.4 thousand to 471.6 thousand.

Revenue from Roaming decreased by 110.5 thousand (20.4%)

1.2 Usage Revenue

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1.2.1 SMS Based Services declined by 315.4 thousand (11.5%).

The average number of Magti subscribers using SMS services declined by 11.5%; The quantity of SMS for Magti reduced by 2.6 million (9%), while the average price for SMS decreased by 12.5% resulting in a 265.3 thousand GEL decrease (20.4%).

The average number of Bali subscribers using SMS services grew by 3.6%; The quantity of SMS for Bali grew by 29.5 million (29.3%), while the average price for SMS decreased by 26.4% resulting in a 70 thousand GEL decrease (4.9%)

Magtifix SMS services amounted to 23.9 thousand by December 31, 2009, as compared to only 4 thousand for the same period 2008.

1.2.2 **Other Usage Revenue (MMS, Internet, Micro Payments, Balance 444, Content)** decreased by 229.8 thousand or 12.2% due to less revenues in almost all categories (except for revenues from Content that increased by 43.9 thousand, 27%)

1.3 **Non Usage revenue (Service charges, Subscription fees, Activation Fee, One Time Services) decreased by 204.2 thousand GEL (8%)**

Service Charges decreased by 247.6 thousand (17.9%). Magtifix Service Charges amounted to 55.5 thousand in December 2009. Bali Service Charges decreased by 148.9 thousand (60.7%) principally due to less Activations of Bali 2 Tetri that became Bali 5 Tetri from September 2009. As compared to December 2008, the revenue from Bali 5 Tetri Activations decreased by 107.3 thousand (81%).

Activation Revenue decreased by 57.9 thousand (8%).

The increase in Magti Activation Revenue equaled 58.2 thousand and was present due to revenues from BlackBerry this year as compared to last year (81.9 thousand). Magti Sim sales reduced by 16 thousand as compared to last year (including free and 2 Gel Sims).

Bali Activation Revenue fell by 47.4 thousand (68%). Bali Sim Sales decreased by 3.1 thousand.

Magtifix Activation Revenue also fell by 68.7 thousand (11%)

2. **Interconnection Revenue** (on incoming calls) declined by 291.2 thousand (4.5%) from 6.5 million for December 2008 to 6.2 million same period of 2009

Interconnection revenue from Mobile calls decreased by 142 thousand (3.9%). Traffic decreased by 1.4%.

Revenue from International calls decreased by 244.8 thousand (14.2%). Traffic increased by 8%.

PSTN revenue grew by 140.2 thousand (16.1%) while traffic increased by 31.2%.

Roaming revenue from Partners decreased by 44.5 thousand or 15.6%.

3. **Other Revenue** amounted to 562.7 thousand by December 2009 that is 234.9 thousand more (71.7%) as compared to 327.8 thousand for the same period last year.

Cost of Revenue	Ref:	Actual 09 December	Actual 08 December	Deviation A09/A08	% Change
Interconnection Cost		4,696,714	5,058,523	-361,809	-7.2 %
Cost of Goods Sold		242,805	353,959	-111,154	-31.4%
Discounts and allowances		971,168	1,219,783	-248,615	-20.4%
Total Cost of Revenue		**5,910,687**	**6,632,265**	**-721,578**	**-10.9%**

Cost of revenue at MagtiCom decreased by 721.6 thousand (10.9%) to 5.9 million for December

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2009 as compared to 6.6 million for the same period of 2008.

Interconnection costs decreased by 361.8 thousand (7.2%) to 4.7 million for December 2009 from 5.1 million for the same period of 2008.

Calls to mobiles − cost reduced by 186.4 thousand GEL (5.7%). Traffic reduced by 5.7%.

Calls to PSTN − the cost grew by 153.6 thousand GEL (87.9%) within December 2009 as compared to December 2008. Traffic increased by 120.5%.

For international calls the cost increased by 12.2 thousand GEL (1.6%). Traffic grew by 48.7%.

Cost from Roaming calls − reduced by 255.2 thousand (46.1%)

Cost of Goods Sold decreased by 111.2 thousand (31.4%) to 242.8 thousand for December 2009 from 354 thousand for the same period of 2008. The reason for decrease of COS is the lower number of Sim and Scratch cards sold during December 2009 as compared with the same period of 2008.

Discounts and Allowances decreased by 248.6 thousand (20.4%) to 971.2 thousand in December 2009 from 1.2 million for the same period of 2008. The decrease is directly attributable to reduced Commissions for Sim and Scratch cards.

Operating Expenses	Ref:	Actual 09 December	Actual 08 December	Deviation A09/A08	% Change
Network Operations		3,056,424	2,432,326	624,097	25.7 %
Sales and Marketing		1,945,976	2,489,638	-543,661	-21.8%
General& Administrative		937,311	1,440,475	-503,165	-34.9%
Operational Taxes		462,731	696,983	-234,252	-33.6%
Total Operating Expenses		**6,402,442**	**7,059,422**	**-656,981**	**-9.3 %**

OPEX decreased by 657 thousand (9.3%) to 6.4 million for December 2009 as compared to 7.1 million for the same period 2008.

The increase of Network Operations Expenses of 624 thousand (25.7%) is attributed to

Increased costs for Network Maintenance by 286.3 thousand (46.9%) mainly due to El. Energy, Leasing, Fuel and Security costs growth (by 285 thousand).

217.9 thousand (41.9%) more costs were present for technical support in December 2009. The main reason for the increase is the presence of T-Net Fee (100 thousand) and HP OpenView Services (37 thousand) in technical support software fees in December 2009 unlike 2008. Another reason for Technical Support growth is the cost for Huawei (102 thousand) present in December this year unlike last year.

Total Salaries grew by 67 thousand (6.9%) due to a general salary increase (5 or 10% depending on salary band), from January 1, 2009.

Other Personnel Expenses increased by 64.8 thousand mainly due to training costs (62 thousand) in December 2009 unlike December 2008.

Costs also increased for Professional Services by 16.9 thousand and decreased for Channel Lease by 21 thousand, 7% (mainly due to reduced costs for Fiber Optic).

Sales & Marketing costs decreased by 543.7 thousand (21.8%) due to decreased Advertising & Promotion costs by 591.3 thousand (37.2%) and reduced Sales Office Maintenance costs by 24.5

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thousand (45.4%) This cost reduction was partially offset by increased Total Salaries of 60 thousand (7%).

General & Administrative costs decreased by 503.2 thousand Gel (34.9%) and Operational Taxes reduced by 234.3 thousand (33.6%).

Subscribers:

The number of mobile subscribers decreased by 81.6 thousand (5.9%) as of the end of December 2009 vs. December last year reducing to 1.29 million (excluding MagtiFix figures). This reflects changes in market share as the competitive environment becomes more aggressive.

MagtiFix subscribers reached 170.3 thousand for the end of December 2009 and further increases in its fixed subscriber base are anticipated.

Average revenue per subscriber (“ARPU”) decreased by 11.86% (excl. Magtifix) for December 2009 as compared to December 2008.

	December 2009	December 2008	% Change
Magti	19.1	22.0	-12.90%
Bali	10.2	11.3	-9.71 %
MagtiFix	10.0	9.7	2.41 %

The material reduction in ARPU and challenging Sales & Subscriber environment reflect a worsening of the general economic situation across the whole of Georgia and continued price discounting.

Analysis of Results of Operations and Budget comparison

This Document contains preliminary financial results for MagtiCom which are subject to adjustment.

MagtiCom highlights for the December 2009 vs. December 2009 Budget:

Revenues of 30.1 million vs. 48.8 million − **38.38% less than plan**

EBITDA of 17.8 million vs. 32.7 million − **45.73% less than plan**

ARPU* of GEL 16.28 vs. Gel 23.30 − **30.15% less than plan**

MagtiCom Preliminary Financial Results and comparison with budget– December 2009:

In GEL	**Actual 09 December**	**Budget 09 December**	**Deviation A09/B09**	**% Change**
Gross Revenue	30,073,443	48,807,542	-18,734,099	-38.4%
Cost of Revenue	5,910,687	9,724,129	-3,813,441	-39.2%
OPEX	6,402,442	6,359,508	42,933	0.7 %
EBITDA	17,760,314	32,723,905	-14,963,591	-45.7%
EBITDA Margin	59.1 %	67.0 %	-8.0 %	-11.9%

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Performance Data:

	Actual 09 December	Budget 09 December	Deviation A09/B09	% Change
Active subscribers (a)	1,461,393	1,768,429	-307,036	-17.4 %
ARPU (b)*	16.28	23.30	-7.03	-30.15%
Personnel Headcount	991	1 028	-37	-3.6 %

(a) MagtiCom considers a subscriber to be "active" if that subscriber undertook one of the following activity within the prior 30 days: 1) made call, 2) received call, 3) Sent SMS

(b) - Average monthly revenue per subscriber is determined by dividing revenue from subscribers for the period by average subscribers during the period, and dividing that result by the number of months in the period. Revenue from subscribers excludes inbound interconnection, roaming and other revenues earned from other operators.

* *excluding data from Magtifix subscribers*

Gross Revenue	Ref:	Actual 09 December	Budget 09 December	Deviation A09/B09	% Change
Revenue from Subscribers	1	23,271,447	40,364,075	-17,092,628	-42.3 %
Interconnection Revenue	2	6,239,320	8,190,467	-1,951,148	-23.8 %
Other Revenue	3	562,677	253 000	309,677	122.4%
Total Gross Revenue		**30,073,443**	**48,807,542**	**-18,734,099**	**-38.4 %**

MagtiCom Gross Revenue accounted to 30.1 million GEL as compared to 48.8 million GEL that is 18.7 million (38.4%) less than plan for December 2009. Almost all main revenue generation streams underperformed the forecast.

Main driving sources of the revenue generation were as follows:

1. **Revenue from Subscribers was** 17.1 million (42.3%) less than budget. All line items underperformed the budget. MOU revenue was 10.7 million (38.9%) less than plan. Usage Revenue together with Revenue from SMS-Based Services was 4.6 million (53%) less than plan. Non-usage revenue was 1.8 million (43%) less than plan.

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1.1 MOU revenue was 10.7 million (38.9%) less than budget during December 2009.

All line items underperformed the budget including On Net Calls with 4.6 million (36.3%) less than budget, Calls to Mobiles (3.8 million or 39.5% less than planned), PSTN (510.8 thousand or 40.7% less than forecasted), International calls (1.4 million or 46.1% less than budget) and Roaming Revenue (326.3 thousand or 43.2% less than planned).

1.1.1 On-Net Calls

On Net Calls were 4.6 million (36.3%) less than forecasted during December 2009.

Magti

Magti brand On-Net Calls (3.1 million or 34.9% decrease) took 67% of total On Net Revenue decrease. Excluding Favorite Number Promotion that commenced on May 18, 2009, On-Net price grew by 57% (from 0.09 Gel to 0.142 Gel) accompanied by a traffic reduction of 59%. Starting from September this promotion was no longer free and cost 5 Tetri.

Including Favorite Number promotion On-Net price increased by 55% (from 0.09 Gel to 0.141 Gel) and traffic decreased by 58%.

Distinct subscribers for Magti On Net Calls decreased by 25%.

The Magti On Net Price with Corporate Charges and Favorite Number Charges was 0.156 Gel for December 2009, what is 57% more than budgeted price of 0.10 Gel.

Bali

Bali On-Net revenue decreased by 1.5 million (44.4%) that is 32% of total On Net Revenue decrease. Traffic decreased by 64% and price increased by 54.5%. Distinct Subscribers using On Net Calls decreased by 32.7%.

The Bali On Net Price including Bali 2 Tetri Activation Charges (Bali 2 Tetri was changed by Bali 5 Tetri starting from September, 2009) was 0.06 Gel for December 2009, what is 56.6% more than budgeted price of 0.04 Gel.

MagtiFix

On-net revenue for December 2009 amounted to 473.4 thousand as compared to 500 thousand (5.3% decrease). The traffic increased by 4.1% and price reduced by 9% as compared to the forecast.

Without “Favorite Number” promotion price increased by 37% (from 0.03 Gel to 0.04 Gel) while traffic decreased by 30.7%.

The MagtiFix On Net Price including 10 Gel Bundles and Favorite Number Charges for December 2009 was 0.030 Gel what is 1.5% more than budgeted price.

Distinct Subscribers decreased by 17.3% as compared to the budget.

1.1.2 Other MOU Revenue (calls to other Mobile operators, PSTN, International and Roaming Revenues)

Revenue from Mobile Calls is less than budgeted by 3.8 million (39.5%). Total traffic was less than budgeted by 38.5%. Total price was less by 1.52%.

Magti Revenue from Mobile calls underperformed the budget by 2.9 million (37.5%), that is 75% of total Revenue from Mobile calls decrease. Traffic decreased by 37.6% and Price increased by 0.15% as compared to the budget. Distinct subscribers decreased by 28%.

Bali Revenue from Calls to Mobiles dropped by 724 thousand (52.9%), that is 19% of total Revenue from Mobile calls decrease. Traffic decreased by 46.6% and Price decreased by

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11.8% as compared to the budget. Distinct subscribers decreased by 55.5%.

MagtiFix Revenue for December 2009 amounted to 437.5 thousand as compared to budgeted 670.8 thousand (34.8% less). Traffic decreased by 34.8%, while price remained almost the same (0.03% decrease). Distinct Subscribers were less than forecasted by 27.6%.

Revenue from International Calls is less than budget by 1.4 million or 46%, 87% due to Magti brand.

Magti Revenue from International calls underperformed the budget by 1.2 million (48.3%). Distinct subscribers decreased by 78%.

Bali Revenue from International Calls decreased by 32.7 thousand (39.5%). Distinct subscribers decreased by 97%.

MagtiFix Revenue for December 2009 amounted to 280.5 thousand as compared to budgeted 429.7 thousand (34.7% decrease). Distinct subscribers decreased by 73.6%.

Calls to PSTN were less the budget by 510.8 thousand (40.7%).

Magti Revenue from PSTN decreased by 399.3 thousand (40.5%). Traffic decreased by 59.2% and Price increased by 46% as compared to the budget. Distinct subscribers decreased by 55%.

Bali Revenue from Calls to PSTN dropped by 70.6 thousand (54.2%) Traffic decreased by 64.9% and Price increased by 30.6% as compared to the budget. Distinct subscribers decreased by 81%.

MagtiFix Revenue for December 2009 amounted to 99 thousand as compared to budgeted 139.9 thousand (29.2% less). Traffic decreased by 29.2% and price change was immaterial. Distinct subscribers decreased by 49.6%.

Roaming Revenue was less than budget by 326.3 thousand (43.2%).

1.2 Usage Revenue together with SMS based Services declined by 4.6 million (53%)

SMS Based Services were 2.8 million (53.8%) less than budget.

Quantity of SMS per Subscriber for Magti in December 2009 was 9 SMS less than budgeted. Total quantity of SMS for Magti reduced by 14.4 million (35.3%), while the average price for SMS decreased by 31.9% resulting in 1.3 million GEL decrease (56%).

Quantity of SMS per Subscriber for Bali during December 2009 was 5 SMS less than budgeted. Total quantity of SMS for Bali reduced by 39.8 million (23.4%), while the average price for SMS decreased by 37.4% resulting in a 1.48 million GEL decrease (52.1%)

Quantity of SMS per Subscriber for Magtifix during December 2009 was 4 SMS less than budgeted. Total quantity of SMS for Magtifix reduced by 1 million (51.9%), while the average price for SMS remained the same. SMS services amounted to 23.9 thousand as compared to budgeted 49.6 thousand (51.9% less).

Other Usage Revenue accounted to 1.8 million (51.8%) less than budget. All line items underperformed the budget.

Internet was less than budget by 881.4 thousand (54.6%). 48% of this decrease was due to Magti Brand that reduced by 419.3 thousand (61.8%). This reduction was due to Internet usage reduction by 128.9 thousand MBs (8.1%) and price reduction by 0.25 GEL (58.4%) as compared to the budget. 33% of the Internet revenues decrease was due to Magtifix brand and was partly caused by budgeted Magtinet Revenues that were not actually received as Magtinet is not launched yet, as well as reduced subscriber base as compared to the budget. 19% of the

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Internet revenues decrease was due to Bali brand and was caused by Bali Internet usage growth by 1.88 million (128%) MBs alongside the price reduction by 0.24 GEL (71.2%).

Content was less than budget by 453.9 thousand (68.7%) totaly due to Magti brand and was mainly caused by price reduction of 67% as compared to the plan.

Balance 444 also reduced as compared to the budget by 104.9 thousand (69.3%), Micro payments was less by 53.7 thousand (55.4%) and MMS was less than forecasted by 126.2 thousand (76.7%).

1.2 Non-usage revenue underperformed the budget by 1.77 million (43%).

Service Charges were less than forecasted by 576.8 thousand (33.7%) totaly due to Magti Brand and was mainly caused by less Favorite Number Activations (as this promotion is no longer free but costs 5 Tetri).

Activation Revenue was less than forecasted by 88.4 thousand (11.7%). Magti and Bali Activation Revenues were less than forecasted by 72 thousand (44.2%) and 87.2 thousand (79.6%) respectively mainly due to less than budgeted Sim sales. During December 2009 MagtiCom sold 42.1 thousand (51.7%) less SIM cards (including free Sims) than forecasted (23.2 thousand less Sims for Magti and 19 thousand less Sims for Bali). Magtifix Activation Revenue grew by 70.9 thousand (14.7%)

2. Interconnection Revenue was less than budget by 1.95 million (23.8%) and amounted to 6.2 million for December 2009.

Interconnection Revenue from Mobiles decreased by 742.5 thousand (17.5%) as compared to budget. Traffic decreased by 14%

Interconnection Revenue from PSTN decreased by 17.1 thousand (1.7%) as compared to budget. Traffic increased by 19.3%

Interconnection Revenue from International Calls decreased by 1 million (41%) as compared to budget. Traffic decreased by 25.8%

Interconnection Revenue from Roaming Partners decreased by 158.2 thousand (39.7%) as compared to budget.

3. Other Revenue was 309.7 thousand over the budget.

Cost of Revenue	Ref:	Actual 09 December	Budget 08 December	Deviation A09/B09	% Change
Interconnection Cost		4,696,714	8,029,851	-3,333,137	-41.5%
Cost of Goods Sold		242,805	427,688	-184,883	-43.2%
Discounts and allowances		971,168	1,266,590	-295,422	-23.3%
Total Cost of Revenue		**5,910,687**	**9,724,129**	**-3,813,441**	**-39.2%**

Cost of revenue at MagtiCom was 3.8 million (39.2%) less than budget.

All line items contributed to this saving including Interconnection Cost (41.5% or 3.3 million decrease), Cost of Goods Sold (43.2% or 184.9 thousand decrease) and Discount and Allowances (23.3% or 295.4 thousand decrease).

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Interconnection costs decreased by 3.3 million (41.5%) to 4.7 million for December 2009 from budgeted 8 million.

Calls to mobiles − reduced by 2.4 million (43.5%). Traffic reduced by 32.6%.

Calls to PSTN − traffic increased by 29.7%. Costs were 40.6 thousand GEL (11%) less within December 2009 as compared to the forecast.

For International Calls the cost decreased by 682.4 thousand GEL (47.2%). Traffic increased by 18.9%.

Cost from Roaming calls − reduced by 240.7 thousand (44.6%)

Operating Expenses	Ref:	Actual 09 December	Budget 09 December	Deviation A09/B09	% Change
Network Operations		3,056,424	2,852,144	204,279	7.2 %
Sales and Marketing		1,945,976	1,965,740	-19,763	-1.0 %
General & Administrative		937,311	1,081,533	-144,223	-13.3%
Operational Taxes		462,731	460,091	2,640	0.6 %
Total Operating Expenses		**6,402,442**	**6,359,508**	**42,933**	**0.7 %**

MagtiCom Operating Expenses for December 2009 amounted to 6.4 million GEL that is 0.7% (42.9 thousand) more than budgeted.

The growth of OPEX is principally attributable to increased cost for Network Operations by 204.3 thousand (7.2%). This increase is due to:

Technical Support growth by 179.9 thousand (32.3%) mainly due to increased Motorola NSP costs (by 87 thousand) as well as costs for Huawei (102 thousand) present in December 2009.

Network Maintenance increased by 55.8 thousand (6.6%) as compared to the forecast due to increased Leasing, El. Energy and Fuel costs.

Total Salaries increased by 3.2% or 31.9 thousand mainly due to more than budgeted salaries in IT Department.

Professional Services were less than budgeted by 68.9 thousand (80.3%) mainly due to less than planned O&M services costs. Actual costs for O&M decreased starting form July from 30 thousand USD to 10 thousand USD per month.

Channel Lease was less by 31.8 thousand (10.3%) mainly due to less than budgeted costs for Fiber Optic.

Sales & Marketing costs reduced by 19.8 thousand (1%), General and Administrative costs also decreased by 144.2 thousand (13.3%) and Operational Taxes grew by 2.6 thousand (0.6%).

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Subscribers:

By the end of December 2009 the number of Magti active Subscribers were 159.6 thousand (15.6%) and Bali Subscribers were 122.7 thousand (22.2%) less than budget. This reflects a general downturn in the market and highly aggressive and sustained sales & price promotions from the competitors.

At the end of December MagtiFix had 170,285 active subscribers which is 12.7% (24,715 subs) less than budgeted.

Average revenue per subscriber ("ARPU")

	December 2009	BP December 2009	% Change
Magti	19.1	27.4	-30.27%
Bali	10.2	15.7	-34.74%
MagtiFix	10.0	16.0	-37.82%

The material reduction in ARPU and challenging sales & Subscribers base environment reflect a worsening of the general economic situation across the whole of Georgia and continued price discounting by both competitors.

Management Discussion and Analysis of Results of Operations

This Document contains preliminary financial results for MagtiCom which are subject to adjustment.

MagtiCom highlights for the December 2009 vs. November 2009:

Revenues of 30.1 million vs. 29.3 million − **increase of 2.48%**

EBITDA of 17.8 million vs. 17.5 million − **increase of 1.3%**

ARPU* of GEL 16.28 vs. Gel 15.93 − **increase of 2.17%**

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MagtiCom Preliminary Financial Results − December 2009 and November 2009:

In GEL	Actual 09 December	Actual 09 November	Deviation Dec09/Nov09	% Change
Gross Revenue	30,073,443	29,345,937	727,506	2.5 %
Cost of Revenue	5,910,687	5,592,219	318,468	5.7 %
OPEX	6,402,442	6,221,656	180,786	2.9 %
EBITDA	17,760,314	17,532,063	228,252	1.3 %
EBITDA Margin	59.1 %	59.7 %	-0.7 %	-1.1%

Performance Data:

	Actual 09 December	Actual 09 November	Deviation Dec09/Nov09	% Change
Active subscribers (a)	1,461,393	1,434,249	27,144	1.9 %
ARPU (b)*	16.28	15.93	0.35	2.2 %
Personnel Headcount	991	992	-1	-0.1%

(a) MagtiCom considers a subscriber to be "active" if that subscriber undertook one of the following activity within the prior 30 days: 1) made call, 2) receive call 3) Sent SMS

(b)- Average monthly revenue per subscriber is determined by dividing revenue from subscribers for the period by average subscribers during the period, and dividing that result by the number of months in the period. Revenue from subscribers excludes inbound interconnection, roaming and other revenues earned from other operators.

* *excluding data from Magtifix subscribers*

Gross Revenue	Ref:	Actual 09 December	Actual 09 November	Deviation Dec09/Nov09	% Change
Revenue from Subscribers	1	23,271,447	22,804,501	466,945	2.0%
Interconnection Revenue	2	6,239,320	5,984,639	254,681	4.3%
Other Revenue	3	562,677	556,797	5,880	1.1%
Total Gross Revenue		**30,073,443**	**29,345,937**	**727,506**	**2.5%**

MagtiCom Gross Revenue increased by 727.5 thousand (2.5%) to 30.1 million for December 2009 as compared to 29.3 million for November 2009, due to increase in all line items.

1. Revenue from Subscribers increased by 466.9 thousand (2%) from 22.8 million for November 2009

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to 23.3 million for December 2009. The increase of Revenue from Subscribers is attributed to the growth of:

1.1 Minutes of Usage (MOU) revenue increased by 638.6 thousand (3.9%) to 16.8 million in December 2009 as compared to 16.2 million for November 2009.

1.1.1 On-Net Calls

All line items except for Roaming Revenue (decrease of 90.6 thousand or 17.4%) showed better results than last month. The main line items in the MOU revenue growth were revenue from On Net Calls and Mobile Calls. Revenue from On Net Calls increased by 301.3 thousand (3.8%) to 8.1 million for December 2009 as compared to 7.8 million for November 2009.

Magti

201.3 thousand (3.6%) increase, 67% of total On Net Calls revenue growth, was related to the Magti brand On-Net Calls. The increase was due to:

Price reduction of 3.5% from 0.147 Gel in November, 2009 to 0.142 Gel in December, 2009. (excl. Favorite Number)

Traffic growth of 7.4% (excl. Favorite Number)

Starting from September Favorite Number Promotion was no longer free but cost 5 Tetri. In December 0.9% of total Magti on Net traffic was generated by this single promotion as compared to 1.4% generated in November.

Taking into account this promotion

The average On-Net price decreased from 0.145 Gel to 0.141 Gel or by 3%

Traffic increased by 6.8%

The Magti On Net Price Including Favorite Number Charges and Corporate Charges was 0.156 Gel for December 2009, what is 3.2% less than 0.161 Gel for November 2009.

Distinct subscribers for Magti On Net Calls increased by 0.9% while Average Duration of a Call increased by 1%. Call counts were more than last month by 5.8%.

Bali

Bali On-Net revenue increased by 32.6 thousand (1.8%) over the same period, what is 11% of total On Net Calls revenue growth. This represents a 4% traffic decrease for Bali On-Net with price increase of 6% (form 0.056 Gel to 0.059 Gel).

Distinct subscribers using On Net Calls increased by 2.9% while Average Duration of a Call decreased by 7.7%. Call counts were more than last month by 4%.

The Bali On Net Price including Bali 5 Tetri Activation Fee was 0.06 Gel for December 2009 what is 5.9% more than the price of last month (0.057 Gel).

MagtiFix

On-net revenue for December 2009 amounted to 473.4 thousand as compared to 406 thousand for November 2009 (16.6% increase). Traffic increased by 26.3%, while price decreased by 7.7% for December 2009, as compared to November 2009. Favorite Number for Magtifix was offered in June 2009. In December 33.5% of Total Magtifix On Net traffic was generated by this promotion, while the same share equaled 34.1% in November.

Without "Favorite Number" promotion, price decreased by 8.6% while traffic increased by 27.5%.

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Magtifix On Net Price including 10 Gel Bundles and Favorite Number Charges for December 2009 was 0.030 Gel, what is 7.9% less than 0.033 Gel for November 2009.

Distinct Subscribers increased by 7.8%, Average Duration of a Call increased by 1.3%, Call counts grew by 24.7%.

1.1.2 Other MOU Revenue (calls to other Mobile operators, PSTN, International and Roaming Revenues)

Other MOU revenue increased by 337.3 thousand (4%) to 8.7 million for December 2009 as compared to 8.4 million for November 2009.

Revenue from Calls to other Mobile Operators increased by 305.5 thousand (5.5%) due to traffic growth of 5.6% and price reduction of 0.1%.

Magti Revenue from Calls to other operators increased by 223.6 thousand (4.9%). Traffic increased by 5.1% and Price decreased by 0.2% as compared to November 2009. Distinct subscribers increased by 0.9% and Average Duration per Call increased by 0.7%. Call counts increased by 4.3%.

Bali Revenue from Calls to other operators was more than last month by 34.6 thousand (5.7%). Traffic increased by 5.7% and Price remained unchanged as compared to November 2009. Distinct subscribers increased by 5.1%. Average Duration per Call increased by 0.2%. Call counts increased by 5.4%.

MagtiFix Revenue from Calls to other operators was higher than last month by 47.2 thousand (12%). Traffic increased by 12.1% and Price remained the same as compared to November 2009. Distinct subscribers increased by 8.9%. The reduction of Average Duration per Call equaled 1%. Call counts increased by 13.3%.

Revenue from calls to PSTN operators increased by 58 thousand (8.4%) due to traffic growth of 13.6% and price reduction of 4.5%.

Magti Revenue from PSTN increased by 37 thousand (6.8%). Traffic increased by 6.5% and Price increased by 0.3% as compared to last month. Distinct subscribers increased by 2% and Average Duration per Call increased by 0.7%. Call counts grew by 5.7%.

Bali Revenue from Calls to PSTN increased by 3.6 thousand Gel (6.5%). Traffic increased by 6.4% and price change was not material. Distinct subscribers increased by 5.1%. Average Duration per Call increased by 0.3%. Call counts grew by 6.2%.

MagtiFix Revenue from PSTN grew by 17.3 thousand (21.1%). Traffic increased by 21% and price change was immaterial. Distinct subscribers increased by 10.4% and Average Duration per Call decreased by 2.3%. Call counts grew by 24%.

International calls increased by 64.4 thousand GEL (4%).

Magti Revenue from International calls increased by 38.2 thousand (3%) Distinct subscribers increased by 3.3% and Average Duration per Call decreased by 0.5%. Call counts increased by 5.3%.

Bali Revenue from international calls increased by 3.9 thousand (8.5%). Distinct subscribers increased by 3.8%. Average Duration per Call increased by 3.9% and Call Counts grew by 5.7%.

MagtiFix Revenue from International calls grew by 22.3 thousand (8.7%) Distinct subscribers increased by 7.1% and Average Duration per Call decreased by 2.5%. Call counts increased by

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14%.

Revenue from Roaming decreased by 90.6 thousand (17.4%) as compared to last month.

1.2 Usage Revenue

1.2.1 SMS Based Services increased by 141.4 thousand (6.2%).

The average number of Magti subscribers using SMS services increased by 2.5%. The quantity of SMS for Magti increased by 1.3 million (5.2%), while the average price for SMS remained almost the same (increase of 0.06%) resulting in a 51.4 thousand GEL increase (5.2%).

The average number of Bali subscribers using SMS services increased by 4.8%. The quantity of SMS for Bali increased by 17.3 million (15.3%), while the average price for SMS decreased by 7.4% resulting in a 86 thousand GEL growth (6.7%)

The average number of Magtifix subscribers using SMS services increased by 3.9%. The quantity of SMS for Magtifix increased by 158.2 thousand (20.3%), while the average price for SMS remained almost the same as last month. Revenue from SMS Services for Magtifix grew by 4 thousand Gel (20.3%) as compared to last month.

1.2.2 Other Usage Revenue (MMS, Internet, Micro Payments, Balance 444, Content) increased by 37.7 thousand or 2.3%.

1.3 Non Usage revenue (Service charges, Subscription fees, Activation Fee, One Time Services) decreased by 350.7 thousand GEL (13%)

Service Charges increased by 30.1 thousand (2.7%).

Activation Revenue decreased by 421.1 thousand (38.7%).

Magti Activation Revenue decreased by 10.2 thousand (10.1%) due to decreased revenue from Blackberry phones sold in December as compared to November (reduction of 14% or 13.4 thousand). The quantity of Sim sales (including Free and 2 Gel Sims) increased by 4.4 thousand Sims what is 40.5% more as compared to last month.

Bali Activation Revenue was 5.1 thousand Gel (29.3%) more than in November. The quantity of Sims sold (including Free and 2 Gel Sims) grew by 6.5 thousand (36%) as compared to last month.

Magti Fix Activation Revenue decreased by 415.9 thousand (42.9%) as compared to November due to 69% less Magtifix phones sold as compared to last month.

10.9 thousand more Sims (38%) were sold in December 2009 as compared to November 2009 in total.

2. Interconnection Revenue (on incoming calls) increased by 254.7 thousand (4.3%) from 6 million for November 2009 to 6.2 million for December 2009.

Interconnection revenue from Mobile calls increased by 210.6 thousand (6.4%). Traffic increased by 7%.

Revenue from International calls decreased by 100.9 thousand (6.4%). Traffic decreased by 3.6%

PSTN revenue increased by 216.2 thousand (27.2%) while traffic increased by 29.5%.

Roaming revenue from Partners decreased by 71.2 thousand or 22.9%.

3. Other Revenue amounted to 562.7 thousand by December 2009 that is 5.9 thousand more (1.1%) as compared to 556.8 thousand for last month.

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Cost of Revenue	Ref:	Actual 09 December	Actual 09 November	Deviation Dec09/Nov09	% Change
Interconnection Cost		4,696,714	4,549,127	147,587	3.2 %
Cost of Goods Sold		242,805	201,012	41,793	20.8%
Discounts and allowances		971,168	842,080	129,088	15.3%
Total Cost of Revenue		**5,910,687**	**5,592,219**	**318,468**	**5.7 %**

Cost of revenue at MagtiCom increased by 318.5 thousand (5.7%) to 5.9 million for December 2009 as compared to 5.6 million for November 2009.

Interconnection costs grew by 147.6 thousand (3.2%).

Calls to mobiles −cost increased by 153.5 thousand GEL (5.2%). Traffic increased by 5.2%.

Calls to PSTN − traffic grew by 6.8%. Costs increased by 21.3 thousand GEL (6.9%) in December as compared to November.

For international calls the cost increased by 22.3 thousand GEL (3%). Traffic increased by 5.9%.

Cost from Roaming calls − decreased by 83 thousand (21.7%)

Cost of Goods Sold grew by 41.8 thousand (20.8%) due to more Sim and Scratch cards sold as compared to last month.

Discounts and Allowances increased by 129.1 thousand (15.3%) to 971.2 thousand for December 2009 from 842.1 thousand for November 2009 due to increased commissions from Sim and Scratch cards as compared to last month.

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Operating Expenses	Ref:	Actual 09 December	Actual 09 November	Deviation Dec09/Nov09	% Change
Network Operations		3,056,424	3,079,324	-22,900	-0.7%
Sales and Marketing		1,945,976	1,804,192	141,785	7.9 %
General & Administrative		937,311	908,177	29,134	3.2 %
Operational Taxes		462,731	429,963	32,768	7.6 %
Total Operating Expenses		**6,402,442**	**6,221,656**	**180,786**	**2.9 %**

OPEX increased by 180.8 thousand (2.9%) to 6.4 million for December 2009 as compared to 6.2 million for November 2009.

Sales and Marketing costs increased by 141.8 thousand (7.9%) mainly due to increased Advertising and Promotion costs by 159.9 thousand (19%).

General and Administrative costs increased by 29 thousand (3.2%) and Operational Taxes grew by 32.8 thousand (7.6%)

Network Operations costs decreased by 22.9 thousand (0.7%) due to reduction in all line items except for Technical Support (growth of 109.2 thousand, 17.4% due to Huawei costs present in December unlike November), Total Salaries (growth of 19 thousand, 1.9%) and Channel Lease (growth of 564 GEL, 0.2%)

Subscribers:

The number of mobile subscribers increased by 15.8 thousand (1.2%) for the end of December 2009 vs. November 2009 and reached 1.29 million (excluding MagtiFix figures).

MagtiFix subscribers reached 170.3 thousand (7.2% more than last month) by the end of December 2009.

MagtiCom anticipates further increases in its fixed subscriber base as it continues to penetrate the market; however, the mobile market is now mature and presents greater challenges to subscriber growth.

Average revenue per subscriber (“ARPU”) increased by 2.17% (excl. Magtifix) for December 2009 as compared to November 2009.

	December 2009	November 2009	% Change
Magti	19.1	18.6	2.7 %
Bali	10.2	10.5	-2.1%
MagtiFix	10.0	9.5	4.8 %

The material reduction in ARPU and challenging Sales & Subscriber environment reflect a worsening of the general economic situation across the whole of Georgia and continued price discounting.

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Exhibit E

to

Second Amended Disclosure Statement with Respect to the Joint Second Amended
Chapter 11 Plan of Reorganization for MIG, Inc. dated August 19, 2010

FIVE YEAR BUSINESS PLAN OF MAGTICOM

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Assumptions

Main Assumptions			Comments
Macroeconomic Indicators			
Inflation 2009	3.01	%	Statistics Georgia
Inflation 2010	2.99	%	IMF forecast
Inflation 2011-2015	5.01	%	
Real GDP growth 2009	-4.00	%	
Real GDP growth 2010	2.00	%	IMF forecast
Real GDP growth 2011	4.00	%	
Real GDP growth 2012-2015	5.00	%	
Nominal GDP growth 2009	5.00	%	
Corporate income tax rate 2009-2015	15.00	%	
Telecommunications regulation tax 2009-2015	0.50	%	
Telecommunications equipment depreciation rate (for tax purposes)	20.00	%	
Population 2009, m	4.39		
Population growth 2009-2015 CAGR	0.32	%	Assumed historical CAGR 2005-2008
Exchange rate GEL/USD 2009	1.73		2010 - 1.73
Average Currency inflation 2010-2015 vis a vis USD	2.69	%	
Households in Georgia, m (2008 est.)	1.02		
Households growth 2008-2015 CAGR	0.32	%	Assumed historical CAGR 2005-2008 of population growth
DCF			
EBITDA Exit Multiple, 2015	0.00		
Cost of Capital	0.00	%	
Magti Mobile			
Magti ARPU growth in 2010	0.00	%	
Magti ARPU growth in 2011	0.00	%	
Magti ARPU growth in 2012	0.00	%	
Magti ARPU in 2013-2015 (stabilization) CAGR	-3.00	%	
Magti Mobile CapEx as % of gross revenue 2010-2015	8.00	%	
Net operations expense minimum annual Growth 2010-2015	0.00	%	Assumes net expenses could not decrease in GEL
G&A expense minimum annual Growth 2009-2015	0.00	%	Assumes net expenses could not decrease in GEL
Mobile penetration rate in 2015	150.00	%	
Mobile growth slowdown CAGR	-10.00	%	
Magticom Subscriber Market share 2015	42.00	%	
Interconnection Revenue % of Gross Revenue (2005-2009 average)	21.01	%	Assumed historical average 2005-2009
Other Revenue % of Gross CAGR increase 2009-2015	0.00	%	
Interconnection Expense as % of Interconnection Revenue Average	73.37	%	Assumed historical average 2005-2009
Sim Cards expense as % of Gross Revenue (2005-2009 average)	0	%	Assumed historical average 2005-2009
Scratch cards expense per subscriber revenue decline CAGR	-11.89	%	Assumed historical CAGR 2005-2009
Roaming Expense as % of Subscriber Revenue Average	1.71	%	Assumed historical average 2005-2009
Commissions Scratch Cards as % of subscriber revenue Average	4.03	%	Assumed historical average 2006-2009
Commissions Sim Cards per gross revenue average (2006-2009 average)	0.25	%	Assumed historical average 2006-2009
Net operations expense as % of Gross Revenue (2005-2009 average)	7.05	%	Assumed historical average 2005-2009

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Sales & Marketing Expense per subscriber CAGR (2005-2009)	2.00	%	Assumed historical CAGR 2005-2009
G&A Expense as % of Gross Revenue CAGR decrease	-0.01	%	Assumed historical CAGR 2005-2009
Other Tax − % of Gross Revenue (2005-2009 average)			Assumed historical average 2005-2009
Property Tax − % of PP&E to Gross Revenue (2005-2009 average)	1.11	%	Assumed historical average 2005-2009

Magti Fix

Magtifix subscribers addition 2010, m	0.23		
Magtifix subscribers addition 2011-2015 slowdown %	40	%	
Magtifix ARPU change CAGR 2010-2015	0.00	%	
Magtifix activation fee 2009-2015, GEL	21.19		Current activation fee
Magtifix cost of customer premises equipment, USD	31.00		Magtifix Supplier' s price in 2009
Magtifix networks operations expense as % of Gross Revenue	5.00	%	
Magtifix G&A expense as % of Gross Revenue	2.00	%	
Commissions for re-sellers	4.00	%	
Magtifix share of new subscriber additions	80.00	%	
Magtifix revenue from interconnection % of subscriber revenue	10.00	%	
Magtifix interconnection cost % of Gross revnue	25.00	%	

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Main Assumptions			Comments
Magti Net			
Household broadband penetration rate in 2015	15.00	%	
Consumer market broadband ARPU growth, 2009-2015	-5.00	%	
Mobile Broadband Penetration Rate, 2015	20.00	%	
MagtiNet share of new household subscriber addition 2010-2015	50.00	%	
MagtiNet corporate market share 2015	50.00	%	
MagtiNet mobile broadband market share, 2009-2015	50.00	%	
Corporate market, % of total broadband data services market 2009-2015	30.00	%	
% of retail (household) ADSL installations vs. total ADSL installations, 2009	90.00	%	
Mobile EVDO installation fee, GEL	131.36		
Mobile EVDO modem cost, USD	59.00		Magtifix Supplier' s price in 2009
Cost of international data exchange as % of Gross Revenue	30.00	%	
Network operations expense as % of Gross Revenue	5.00	%	
G&A expense as % of Gross Revenue	2.00	%	
Commissions for re-sellers	4.00	%	
Mobile Broadband ARPU, 2009	40.00		
Mobile Broadband ARPU growth, 2010-2015	-5.00	%	
Magti Net CapEx as % of total revenue 2010-2015, spread equally in 2010-2015	8	%	
Magti TV			
Cable DTV ARPU, GEL	20.00		
Cable HDTV ARPU, GEL	40.00		
MagtiTV HDTV subscribers, 2015	90.00	%	
MagtiTV household subscribers % of MagtiNet household subs	100.00	%	
MagtiTV programming expense	25.00	%	
Network operations expense as % of Gross Revenue	5.00	%	
G&A expense as % of Gross Revenue	2.00	%	
Commissions for re-sellers	4.00	%	
MagtiTV cost of customer premises equipment, USD	100.00		
Magti TV CapEx as % of revenue 2011-2015	1.00	%	
Blackberry			
Success rate of blackberry deployment in interested magticom subscribers, 2015	50.00	%	
ARPU increase with Blackberry, GEL	25.00		
Blackberry -interested magticom subscriber, % of total	10.00	%	
Blackberry license fee per subscriber, USD	7.0000		
Network operations expense as % of Gross Revenue	5.00	%	
G&A expense as % of Gross Revenue	2.00	%	
Magti Bank			
Penetration, 2015	50.00	%	
Number of transactions per month	5.00		
Transaction fee, GEL	1.00		
Average transaction size, GEL	10.00		
Network operations expense as % of Gross Revenue	5.00	%	
G&A expense as % of Gross Revenue	2.00	%	
Banking service commissions	5.00	%	
Funds transfer need, % of personal budget 2010-2015	50.00	%	
8-10 International Access & 44			
Revenue Slowdown CAGR 2010-2015	15	%	

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Mobile Market development and Magticom market share

Market Development	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015
Mobile Subscribers, EOY	0.92	1.33	1.88	2.50	3.00	2.98	3.76	4.46	5.11	5.69	6.22	6.71
Penetration	21 %	31 %	43 %	57 %	69 %	68 %	85 %	101 %	115 %	128 %	140 %	150.00%
Magticom Subscribers, EOY	0.53	0.73	0.97	1.27	1.37	1.29	1.62	1.92	2.18	2.42	2.63	2.82
Magticom Market Share, EOY	57 %	55 %	52 %	51 %	46 %	43 %	43.1%	42.9%	42.7%	42.4%	42.2%	42.00 %

Magti mobile revenues vis a vis GDP

	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015
Magti mobile revenues		274.79	315.32	362.01	409.77	327.26	355.02	431.33	499.64	543.92	579.03	606.24
GDP		11,621	13,790	16,994	19,070	18,858	19,810	21,635	23,850	26,297	28,996	31,971
%		2.36 %	2.29 %	2.13 %	2.15 %	1.74 %	1.79 %	1.99 %	2.09 %	2.07 %	2.00 %	1.90 %

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Consolidated Business Lines, in GEL, m

	2009	2010	2011	2012	2013	2014	2015
GDP	**18,858**	**19,810**	**21,635**	**23,850**	**26,297**	**28,996**	**31,971**
All Revenues	**1.88 %**	**2.25 %**	**2.73 %**	**3.02 %**	**3.12 %**	**3.13 %**	**3.08 %**
Magticom	**1.74 %**	**1.79 %**	**1.99 %**	**2.09 %**	**2.07 %**	**2.00 %**	**1.90 %**
Magtifix	**0.09 %**	**0.21 %**	**0.30 %**	**0.33 %**	**0.33 %**	**0.31 %**	**0.29 %**
Magtinet	**0.03 %**	**0.20 %**	**0.38 %**	**0.52 %**	**0.62 %**	**0.70 %**	**0.75 %**
MagtiTV	**0.00 %**	**0.00 %**	**0.00 %**	**0.00 %**	**0.00 %**	**0.00 %**	**0.00 %**
MagtiBank	**0.00 %**	**0.00 %**	**0.00 %**	**0.00 %**	**0.00 %**	**0.00 %**	**0.00 %**
Blackberry	**0.00 %**	**0.02 %**	**0.04 %**	**0.07 %**	**0.09 %**	**0.11 %**	**0.13 %**
	58.28 %	**59.34 %**	**61.09 %**	**61.57 %**	**61.36 %**	**61.10 %**	**60.80 %**
Revenues	**354.0**	**445.3**	**590.7**	**720.7**	**820.7**	**907.5**	**983.5**
Magticom	327.3	355.0	431.3	499.6	543.9	579.0	606.2
Magtifix	17.0	42.6	64.9	78.4	86.4	91.2	94.1
Magtinet	6.4	40.1	81.7	123.7	164.0	202.5	239.2
MagtiTV	0.0	0.0	0.0	0.0	0.0	0.0	0.0
8-10 & 44 Index	3.2	3.6	3.1	2.6	2.2	1.9	1.6
MagtiBank	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Blackberry	0.2	4.1	9.6	16.3	24.2	32.8	42.3
Net Income	**163.7**	**137.9**	**220.9**	**291.4**	**341.6**	**383.0**	**417.2**
Magticom	152.2	113.3	163.4	204.1	228.1	246.0	258.9
Magtifix	8.1	6.4	19.9	28.8	34.7	38.5	41.1
Magtinet	2.7	17.4	36.5	55.7	73.9	91.1	107.3
MagtiTV	(0.4)	(1.6)	(2.9)	(2.8)	(2.4)	(1.7)	(0.6)
8-10 & 44 Index	1.2	1.3	1.1	0.9	0.8	0.7	0.6
MagtiBank	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Blackberry	(0.0)	1.2	2.8	4.6	6.5	8.4	10.0
EBITDA	**207.8**	**253.2**	**348.8**	**430.2**	**488.2**	**536.2**	**576.2**
Magticom	190.7	210.7	263.5	307.6	333.7	353.8	368.6
Magtifix	11.2	14.1	31.8	42.4	48.8	52.4	54.5
Magtinet	4.4	25.2	49.1	72.7	94.9	115.8	135.4
MagtiTV	0.0	0.0	(0.4)	0.6	1.9	3.3	5.0
8-10 & 44 Index	1.5	1.7	1.5	1.2	1.0	0.9	0.8
MagtiBank	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Blackberry	(0.0)	1.5	3.4	5.6	7.8	10.0	12.0
CAPEX	**130.1**	**58.8**	**57.7**	**58.7**	**59.5**	**60.7**	**61.8**
Magticom	73.4	28.4	34.5	40.0	43.5	46.3	48.5
Magtifix	25.9	18.8	11.6	7.2	4.4	2.7	1.7
Magtinet	19.5	11.4	11.4	11.4	11.4	11.4	11.4
MagtiTV	7.5	0.0	0.0	0.0	0.0	0.0	0.0
8-10 & 44 Index	3.3	0.0	0.0	0.0	0.0	0.0	0.0
MagtiBank							
Blackberry	0.5	0.2	0.2	0.2	0.2	0.2	0.2
FCF	**48.3**	**167.9**	**251.4**	**319.0**	**367.7**	**407.9**	**440.4**
Magticom	89.6	160.2	199.5	230.7	249.4	264.1	274.1
Magtifix	(15.8)	(5.8)	16.7	30.2	38.3	42.9	45.5
Magtinet	(15.4)	10.8	31.3	51.5	70.5	88.4	105.1
MagtiTV	(7.4)	0.2	0.0	1.1	2.2	3.6	5.1
8-10 & 44 Index	(2.0)	1.3	1.1	0.9	0.8	0.7	0.6
MagtiBank	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Blackberry	(0.5)	1.1	2.7	4.6	6.5	8.3	10.0

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	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015
GDP of Georgia, Nominal	9,824	11,621	13,790	16,994	19,070	18,858	19,810	21,635	23,850	26,297	28,996	31,971
GDP of Georgia, Real growth		9.6%	9.4%	12.3%	2.1%	(4.0%)	2.0%	4.0%	5.0%	5.0%	5.0%	5.0%
GDP of Georgia Nominal Growth		18.3%	18.7%	23.2%	12.2%	(1.1%)	5.0%	9.2%	10.2%	10.3%	10.3%	10.3%
Inflation		8.7%	9.3%	10.9%	10.1%	3.0%	3.0%	5.0%	5.0%	5.0%	5.0%	5.0%
GDP per Capita, nominal		2,689	3,133	3,867	4,352	4,300	4,503	4,902	5,386	5,920	6,506	7,151
GDP per Capita, $						2,486	2,564	2,711	2,900	3,101	3,306	3,525
Population, m	4.3	4.3	4.4	4.4	4.4	4.4	4.4	4.4	4.4	4.4	4.5	4.5
Households		1.01	1.02	1.02	1.02	1.03	1.03	1.03	1.04	1.04	1.04	1.05
GEL/USD Exchange rate		1.81	1.78	1.67	1.48	1.73	1.76	1.81	1.86	1.91	1.97	2.03

Republic of Georgia Inflation

Country	2007	2008	2009	2010	2011	2012	2013	2014	2015
Georgia Consumer Prices	160.663	169.577	174.682	179.904	188.918	198.344	208.282	218.719	
Georgia % Change	11.0%	5.55%	3.01%	2.99%	5.01%	4.99%	5.01%	5.01%	5.01%
United States Consumer Prices	121.007	121.823	123.727	125.541	128.122	131.021	133.941	136.526	
United States % Change	4.1%	0.67%	1.56%	1.47%	2.06%	2.26%	2.23%	1.93%	1.93%
Spread (Georgia vs. United States)	6.86%	4.87%	1.45%	1.52%	2.95%	2.73%	2.78%	3.08%	3.08%

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	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015
Magti Subscribers, m	0.73	0.97	1.27	1.37	1.2900	1.62	1.92	2.18	2.42	2.63	2.82
Subscriber ARPU, GEL	28.34	24.27	21.20	20.68	15.9996	16.00	16.00	16.00	15.52	15.05	14.60
REVENUE FROM SUBSCRIBERS	213.80	246.66	284.47	327.85	255.6159	279.36	339.41	393.15	428.00	455.62	477.03
% of Gross Revenue	77.8 %	78.2 %	78.6 %	80.0 %	0.7811	78.7 %	78.7 %	78.7 %	78.7 %	78.7 %	78.7 %
INTERCONNECTION REVENUE	60.09	67.39	75.87	79.01	70.6697	74.61	90.64	105.00	114.30	121.68	127.40
% of Gross Revenue	21.9 %	21.9 %	21.4 %	21.0 %	0.2159	21.0 %	21.0 %	21.0 %	21.0 %	21.0 %	21.0 %
OTHER REVENUE	0.89	1.28	1.67	2.92	0.9768	1.06	1.29	1.49	1.62	1.73	1.81
% of Gross Revenue	0.3 %	0.4 %	0.5 %	0.7 %	0.0030	0.3 %	0.3 %	0.3 %	0.3 %	0.3 %	0.3 %
GROSS REVENUE	274.79	315.32	362.01	409.77	327.2624	355.02	431.33	499.64	543.92	579.03	606.24
GROSS REVENUE as % of GDP	2.36 %	2.29 %	2.13 %	2.15 %	0.0174	1.79 %	1.99 %	2.09 %	2.07 %	2.00 %	1.90 %
INTERCONNECTION EXPENSE	43.27	49.99	56.76	57.65	49.20	54.74	66.50	77.03	83.86	89.27	93.47
% of Gross Revenue	15.7 %	15.9 %	15.7 %	14.1 %	15.0 %	15.4 %	15.4 %	15.4 %	15.4 %	15.4 %	15.4 %
COST OF GOODS (sim cards, scratch cards, etc.)	4.72	4.25	4.58	4.22	2.63	3.16	3.54	3.80	3.84	3.82	3.74
Cost of Goods as % of Gross Revenue	1.72 %	1.35 %	1.27 %	1.03 %	0.80 %	0.89 %	0.82 %	0.76 %	0.71 %	0.66 %	0.62 %
ROAMING EXPENSE	3.14	3.46	4.81	5.95	5.63	4.79	5.82	6.74	7.34	7.81	8.18
Roaming Exp as % of Gross Revenue	1.14 %	1.10 %	1.33 %	1.45 %	1.72 %	1.35 %	1.35 %	1.35 %	1.35 %	1.35 %	1.35 %
COST OF REVENUE	51.12	57.70	66.15	67.82	57.47	62.69	75.86	87.57	95.04	100.90	105.39
Cost of Revenue as % of Gross Revenue	18.60 %	18.30 %	18.27 %	16.55 %	17.56 %	17.66 %	17.59 %	17.53 %	17.47 %	17.43 %	17.38 %
Discounts & Allowances	9.99	11.43	12.73	14.11	10.20	12.15	14.76	17.10	18.62	19.82	20.75
Discounts & Allowances as % of Gross Revenue	3.63 %	3.62 %	3.52 %	3.44 %	3.12 %	3.42 %	3.42 %	3.42 %	3.42 %	3.42 %	3.42 %
NET REVENUE	213.68	246.20	283.14	327.85	259.60	280.18	340.71	394.96	430.26	458.30	480.10
Net Revenue Margin	77.76 %	78.08 %	78.21 %	80.01 %	79.32 %	78.92 %	78.99 %	79.05 %	79.10 %	79.15 %	79.19 %
NETWORK OPERATIONS	13.79	21.60	24.19	28.02	32.26	32.26	32.26	35.22	38.34	40.82	42.74
Network Ops as % of Gross Rev	5.02 %	6.85 %	6.68 %	6.84 %	9.86 %	9.09 %	7.48 %	7.05 %	7.05 %	7.05 %	7.05 %
SALES & MARKETING	8.37	12.12	17.33	22.07	19.18	21.38	26.50	31.31	35.85	40.13	44.18
Sales & Marketing as % of Gross Rev	3.05 %	3.84 %	4.79 %	5.39 %	5.86 %	6.02 %	6.14 %	6.27 %	6.59 %	6.93 %	7.29 %
GENERAL & ADMINISTRATIVE	8.89	10.75	10.96	12.18	10.59	11.48	13.95	16.16	17.59	18.72	19.60
G&A as % of Gross Rev	3.24 %	3.41 %	3.03 %	2.97 %	3.24 %	3.23 %	3.23 %	3.23 %	3.23 %	3.23 %	3.23 %
OPERATING TAXES	4.34	5.39	5.23	4.67	6.84	4.40	4.49	4.64	4.76	4.88	4.99
Operating Taxes as % of Gross Rev	1.58 %	1.71 %	1.44 %	1.14 %	2.09 %	1.24 %	1.04 %	0.93 %	0.87 %	0.84 %	0.82 %
OPERATING EXPENSES	35.39	49.86	57.71	66.95	68.87	69.53	77.20	87.34	96.54	104.54	111.51
Operating Expense as % of Gross Rev	12.88 %	15.81 %	15.94 %	16.34 %	21.04 %	19.58 %	17.90 %	17.48 %	17.75 %	18.06 %	18.39 %
EBITDA	178.29	196.33	225.43	260.89	190.729	210.65	263.51	307.63	333.73	353.76	368.59
EBITDA Margin	64.88 %	62.26 %	62.27 %	63.67 %	58.28 %	59.34 %	61.09 %	61.57 %	61.36 %	61.10 %	60.80 %

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Depreciation	23.80	35.00	49.10	46.03	16.91	62.08	55.96	52.21	50.12	49.08	48.74
Amortization	5.20	4.50	8.51	8.51	15.284	15.28	15.28	15.28	15.28	15.28	15.28
Interest Income & Non operational gain/loss	0.11	1.20	5.10	4.78	13.6870	0.00	0.00	0.00	0.00	0.00	0.00
NET TAXABLE INCOME	149.40	158.03	172.91	211.13	172.2185	133.29	192.27	240.13	268.33	289.40	304.56
Net Taxable Income as % of Gross Revenue	54.37 %	50.12 %	47.76 %	51.52 %	52.62 %	37.54 %	44.58 %	48.06 %	49.33 %	49.98 %	50.24 %
Corporate Income Tax	25.60	31.00	34.58	32.06	20.04	19.99	28.84	36.02	40.25	43.41	45.68
Corporate Income Tax as % of Gross Revenue	9.32 %	9.83 %	9.55 %	7.82 %	6.12 %	5.63 %	6.69 %	7.21 %	7.40 %	7.50 %	7.54 %
NET INCOME	123.80	127.03	138.33	179.06	152.1808	113.30	163.43	204.11	228.08	245.99	258.88
Net Income Margin	45.05 %	40.29 %	38.21 %	43.70 %	46.50 %	31.91 %	37.89 %	40.85 %	41.93 %	42.48 %	42.70 %
Add Depreciation + Amortization	152.80	166.53	195.94	233.61	184.38	190.66	234.67	271.61	293.48	310.35	322.91
Less Change in Working Capital					21.47	2.07	0.61	0.95	0.54	-0.03	0.29
Less CapEx					73.35	28.40	34.51	39.97	43.51	46.32	48.50
Free Cash Flow					89.55	160.19	199.55	230.69	249.43	264.05	274.12
% of Gross Revenue					27.36 %	45.12 %	46.26 %	46.17 %	45.86 %	45.60 %	45.22 %

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Magti Mobile	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015
PP&E	261.64	351.67	418.52	495.86	569.21	597.62	632.12	672.09	715.61	761.93	810.43
Less Accumulated Depreciation	(125.97)	(160.97)	(210.07)	(256.10)	(273.01)	(335.09)	(391.05)	(443.26)	(493.38)	(542.46)	(591.20)
Net PP&E	135.67	190.70	208.46	239.76	296.20	262.52	241.08	228.83	222.23	219.47	219.23
Intangible Assets	55.24	99.82	114.73	114.73	154.90	154.90	154.90	154.90	154.90	154.90	154.90
Less Accumulated Amortization	(6.96)	(11.46)	(19.98)	(28.49)	(43.78)	(59.06)	(74.34)	(89.63)	(104.91)	(120.19)	(135.48)
Net Intangible Assets	48.28	88.36	94.75	86.23	111.12	95.84	80.56	65.27	49.99	34.70	19.42
New CapEx		134.61	81.76	77.34	73.35	28.40	34.51	39.97	43.51	46.32	48.50
PP&E		90.03	66.85	77.34	33.18	28.40	34.51	39.97	43.51	46.32	48.50
Intangible Assets		44.58	14.91	–	40.17	–	–	–	–	–	–
Depreciation	(23.80)	(35.00)	(49.10)	(46.03)	(16.91)	(62.08)	(55.96)	(52.21)	(50.12)	(49.08)	(48.74)
Amortization	(5.20)	(4.50)	(8.51)	(8.51)	(15.28)	(15.28)	(15.28)	(15.28)	(15.28)	(15.28)	(15.28)

Magti Fix	2009	2010	2011	2012	2013	2014	2015
PP&E	25.94	44.72	56.33	63.48	67.89	70.62	72.31
Less Accumulated Depreciation	(2.01)	(8.68)	(17.05)	(25.62)	(33.63)	(40.76)	(46.90)
Net PP&E	23.93	36.05	39.28	37.86	34.26	29.86	25.41
New CapEx							
PP&E	25.94	18.78	11.60	7.15	4.41	2.73	1.69
Depreciation	(2.01)	(6.66)	(8.37)	(8.57)	(8.01)	(7.12)	(6.14)

Magti Net	2009	2010	2011	2012	2013	2014	2015
PP&E	19.46	30.81	42.16	53.51	64.86	76.21	87.56
Less Accumulated Depreciation	(1.30)	(6.06)	-12.15	-19.29	-27.27	-35.92	-45.11
Net PP&E	18.16	24.75	30.01	34.23	37.60	40.29	42.45
New CapEx							
PP&E	19.46	11.35	11.35	11.35	11.35	11.35	11.35
Depreciation	(1.30)	(4.77)	-6.08	-7.14	-7.98	-8.65	-9.19

Magti TV	2009	2010	2011	2012	2013	2014	2015
PP&E	7.5	7.54	7.58	7.63	7.67	7.71	7.75
Less Accumulated Depreciation	-0.46	-1.88	-3.01	-3.93	-4.67	-5.28	-5.77
Net PP&E	7.04	5.67	4.57	3.69	2.99	2.43	1.98
New CapEx							
PP&E	7.50	0.04	0.04	0.04	0.04	0.04	0.04
Depreciation	-0.46	-1.41	-1.14	-0.92	-0.74	-0.60	-0.49

Blackberry	2009	2010	2011	2012	2013	2014	2015
PP&E	0.50	0.72	0.93	1.15	1.36	1.58	1.79
Less Accumulated Depreciation	-0.03	-0.15	-0.28	-0.43	-0.60	-0.77	-0.95
Net PP&E	0.47	0.57	0.65	0.71	0.77	0.81	0.84

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New CapEx							
PP&E	0.50	0.22	0.22	0.22	0.22	0.22	0.22
Depreciation	-0.03	-0.12	-0.14	-0.15	-0.16	-0.17	-0.18

8-10 & 44	2009	2010	2011	2012	2013	2014	2015
PP&E	3.33	3.33	3.33	3.33	3.33	3.33	3.33
Less Accumulated Depreciation	0.00	-0.67	-1.20	-1.63	-1.97	-2.24	-2.46
Net PP&E	3.33	2.67	2.13	1.71	1.37	1.09	0.87
New CapEx							
PP&E	3.33						
Depreciation	0.00	-0.67	-0.53	-0.43	-0.34	-0.27	-0.22

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Market Development	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015
Mobile Subscribers, EOY	0.92	1.33	1.88	2.50	3.00	2.98	3.76	4.46	5.11	5.69	6.22	6.71
Penetration	21 %	31 %	43 %	57 %	69 %	68 %	85 %	101 %	115 %	128 %	140 %	150 %
Magticom Market Share	57.4%	54.5 %	51.6 %	50.7 %	45.7 %	43.4 %	43.1 %	42.9 %	42.7 %	42.4 %	42.2 %	42.0 %

	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015
Magticom ARPU		**28.34**	**24.27**	**21.20**	**20.68**	**16.00**	**16.00**	**16.00**	**16.00**	**15.52**	**15.05**	**14.60**
Magticom Interconnect revenue per sub		**7.96**	**6.63**	**5.65**	**4.98**	**4.42**	**4.27**	**4.27**	**4.27**	**4.14**	**4.02**	**3.90**
Magticom Other revenue per sub		**0.12**	**0.13**	**0.12**	**0.18**	**0.06**	**0.06**	**0.06**	**0.06**	**0.06**	**0.06**	**0.06**
Magticom revenue per sub		**31.50**	**27.17**	**23.77**	**24.88**	**20.48**	**20.33**	**20.33**	**20.33**	**19.72**	**19.13**	**18.56**
EOY Subscribers	**0.53**	**0.73**	**0.97**	**1.27**	**1.37**	**1.29**	**1.62**	**1.92**	**2.18**	**2.42**	**2.63**	**2.82**
Average Subscribers		**0.63**	**0.85**	**1.12**	**1.32**	**1.33**	**1.46**	**1.77**	**2.05**	**2.30**	**2.52**	**2.72**
Revenue from Subs		213.80	246.66	284.47	327.85	255.62	279.36	339.41	393.15	428.00	455.62	477.03
Interconnection Revenue		60.09	67.39	75.87	79.01	70.67	74.61	90.64	105.00	114.30	121.68	127.40
Other Revenue		0.89	1.28	1.67	2.92	0.98	1.06	1.29	1.49	1.62	1.73	1.81
Gross Revenue		274.79	315.32	362.01	409.77	327.26	355.02	431.33	499.64	543.92	579.03	606.24
Revenue from Subs %		77.81 %	78.22 %	78.58 %	80.01 %	78.11 %	78.69 %	78.69 %	78.69 %	78.69 %	78.69 %	78.69 %
Interconnection Revenue %		21.87 %	21.37 %	20.96 %	19.28 %	21.59 %	21.01 %	21.01 %	21.01 %	21.01 %	21.01 %	21.01 %
Other Revenue %		0.33 %	0.41 %	0.46 %	0.71 %	0.30 %	0.30 %	0.30 %	0.30 %	0.30 %	0.30 %	0.30 %
Gross Revenue %		100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%

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Assumptions

	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015
Interconnection Expense	43.27	49.99	56.76	57.65	49.20	54.74	66.50	77.03	83.86	89.27	93.47
as % of Interconnection Revenue	72.00%	74.18%	74.81%	72.96%	69.63%	73.37 %	73.37%	73.37%	73.37%	73.37%	73.37%

	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015
Sim Cards	1.17	1.11	1.29	1.08	0.49	1.10	1.33	1.54	1.68	1.79	1.87
Sim Cards expense per gross revenue	0.42 %	0.35 %	0.36 %	0.26 %	0.15 %	0.31 %	0.31 %	0.31 %	0.31 %	0.31 %	0.31 %
Scratch Cards	3.55	3.14	3.30	3.14	2.14	2.06	2.21	2.25	2.16	2.03	1.87
Scratch Cards expense per gross revenue	1.66 %	1.27 %	1.16 %	0.96 %	0.84 %	0.74 %	0.65 %	0.57 %	0.51 %	0.45 %	0.39 %
COST OF GOODS	4.72	4.25	4.58	4.22	2.63	3.16	3.54	3.80	3.84	3.82	3.74

	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015
ROAMING EXPENSE	3.14	3.46	4.81	5.95	5.63	4.79	5.82	6.74	7.34	7.81	8.18
Roaming Exp as % of Subscriber Revenue	1.47 %	1.40 %	1.69 %	1.82 %	2.20 %	1.71 %	1.71 %	1.71 %	1.71 %	1.71 %	1.71 %

	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015
Commissions Scratch Cards	8.84	10.25	11.55	13.26	9.91	11.27	13.69	15.86	17.27	18.38	19.25
as % of subscriber revenue	4.14 %	4.15 %	4.06 %	4.04 %	3.88 %	4.03 %	4.03 %	4.03 %	4.03 %	4.03 %	4.03 %
Commissions Sim Cards	1.15	1.18	1.17	0.85	0.29	0.88	1.07	1.24	1.35	1.44	1.50
Commissions Sim Cards per gross revenue	0.42 %	0.37 %	0.32 %	0.21 %	0.09 %	0.25 %	0.25 %	0.25 %	0.25 %	0.25 %	0.25 %
Discounts and Allowances	9.99	11.43	12.73	14.11	10.20	12.15	14.76	17.10	18.62	19.82	20.75

	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015
Network Operations Expense (greater of two forecasts)	13.79	21.60	24.19	28.02	32.26	32.26	32.26	35.22	38.34	40.82	42.74
Network Operations Expense forecast (as % annual growth)						32.26	32.26	32.26	35.22	38.34	40.82
Network Operations Expense forecast (as % of Gross Revenue)						25.03	30.41	35.22	38.34	40.82	42.74
as % of Gross Revenue	5.02 %	6.85 %	6.68 %	6.84 %	9.86 %	9.09 %	7.48 %	7.05 %	7.05 %	7.05 %	7.05 %
Sales & Marketing Expense	8.37	12.12	17.33	22.07	19.18	21.38	26.50	31.31	35.85	40.13	44.18

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Sales & Marketing Expense per subscriber	13.31	14.31	15.49	16.71	14.41	14.70	14.99	15.29	15.60	15.91	16.23
G&A Expense (greater of two forecasts)	8.89	10.75	10.96	12.18	10.59	11.48	13.95	16.16	17.59	18.72	19.60
G&A Expense forecast (at 0% annual growth)						10.58738998	11.48	13.95	16.16	17.59	18.72
G&A Expense forecast (as % of Gross Revenue)						11.48441653	13.95	16.16	17.59	18.72	19.60
G&A Expense model as % of Gross Revenue	3.24 %	3.41 %	3.03 %	2.97 %	3.24 %	3.23 %	3.23 %	3.23 %	3.23 %	3.23 %	3.23 %
G&A Expense as % of Gross Revenue forecast	3.24 %	3.41 %	3.03 %	2.97 %	3.24 %	3.23 %	3.23 %	3.23 %	3.23 %	3.23 %	3.23 %
Operational Taxes	4.34	5.39	5.23	4.67	6.84	4.40	4.49	4.64	4.76	4.88	4.99
Other Taxes	0.48	0.64	0.11	0.17	1.47	0.00	0.00	0.00	0.00	0.00	0.00
Other Taxes as % of Gross Revenue	0.17 %	0.20 %	0.03 %	0.04 %	0.45 %	0.00 %	0.00 %	0.00 %	0.00 %	0.00 %	0.00 %
Property Tax	1.52	2.05	2.05	2.44	3.92	2.90	2.67	2.53	2.46	2.43	2.42
Property Tax as % of PP&E	1.12 %	1.08 %	0.99 %	1.02 %	1.32 %	1.11 %	1.11 %	1.11 %	1.11 %	1.11 %	1.11 %
Regulation Tax	2.34	2.70	3.07	2.06	1.45	1.50	1.82	2.11	2.30	2.45	2.56

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	Actual EOY 2005	Actual EOY 2006	Actual EOY 2007	Actual EOY 2008	Estimation EOY 2009	EOY 2010	EOY 2011	EOY 2012	EOY 2013	EOY 2014	EOY 2015
Cash & Cash Equivalent	74.91	58.37	89.96	214.34	40.92	201.11	400.66	631.35	880.78	1144.83	1418.95
Subscribers	1.84	2.03	3.77	5.48							
Interconnection	2.94	3.38	4.75	3.97							
Dealers	0.08	0.03	0.00	0.00							
Past-Due Accounts	2.23	0.52	2.13	4.00							
Accounts Receivable	7.08	5.95	10.65	13.45	15.83	17.30	21.01	24.34	26.50	28.21	29.53
Suppliers	2.77	1.77	6.38	6.80							
Pre-Paid Taxes	0.04	1.33	1.64	0.85							
Pre-Paid VAT	0.00	0.00	0.00	0.00							
Prepayments	2.82	3.10	8.02	7.65	16.41	6.36	7.72	8.94	9.74	10.37	10.85
Inventory	1.06	1.81	0.94	2.45	3.44	2.17	2.66	3.50	3.97	3.89	4.14
Loans to Affiliates	0.00	3.77	0.00	0.00							
Accrued Interest on Loans to Affiliates	0.00	0.12	0.00	0.00							
Misc	0.54	1.66	3.24	6.50		0.00	0.00	0.00	0.00	0.00	0.00
Other Current Assets	1.60	7.37	4.18	8.95	3.44	2.17	2.66	3.50	3.97	3.89	4.14
Total Current Assets	86.40	74.78	112.81	244.40	76.60	226.93	432.06	668.14	920.99	1187.30	1463.48
PP&E	261.64	351.67	418.52	495.86	569.21	597.62	632.12	672.09	715.61	761.93	810.43
Less Accumulated Depreciation	-125.97	-160.97	-210.07	-256.10	(273.01)	-335.09	-391.05	-443.26	-493.38	-542.46	-591.20
Net PP&E	135.67	190.70	208.46	239.76	296.20	262.52	241.08	228.83	222.23	219.47	219.23
Intangible Assets (Licenses)	55.24	99.82	114.73	114.73	154.90	154.90	154.90	154.90	154.90	154.90	154.90
Less Accumulated Amortization	-6.96	-11.46	-19.98	-28.49	(43.78)	-59.06	-74.34	-89.63	-104.91	-120.19	-135.48
Net Intangible Assets (Licenses)	48.28	88.36	94.75	86.23	111.12	95.84	80.56	65.27	49.99	34.70	19.42
Total Assets	270.35	353.84	416.01	570.39	483.92	585.30	753.69	962.25	1193.20	1441.48	1702.13
Liabilities											
Suppliers	2.96	22.96	14.70	23.14	20.97						
Interconnection	1.03	0.00	0.00	0.00							
VAT	1.43	0.45	1.13	2.04							
Accounts Payable	5.43	23.41	15.83	25.18	20.97	8.12	9.86	11.43	12.44	13.24	13.86
Corporate Income Tax Payable	3.00	6.32	3.82	0.00							
Deposits	0.81	1.03	1.04	1.07		0.00	0.00	0.00	0.00	0.00	0.00
Prepaid Revenue	8.43	8.75	12.25	13.19	13.71	14.98	18.20	21.08	22.95	24.43	25.58
Accrued Payroll	2.76	0.61	0.86	0.90	1.07	1.07	1.07	1.07	1.07	1.07	1.07
License Payable	19.48	5.82	0.10	0.00							
Other Tax Payables	0.00	0.00	0.31	0.16	1.24	1.24	1.24	1.24	1.24	1.24	1.24
Misc	0.33	1.26	0.00	0.00	0.35						
Other Current Payables	34.81	23.79	18.39	15.32	16.36	17.29	20.51	23.39	25.26	26.74	27.89
Total Current Liabilities	40.24	47.20	34.22	40.50	37.33	25.41	30.37	34.82	37.70	39.98	41.75
Other Liabilities	0.00	0.00	0.00	0.00							
Long Term Debt	0.00	0.00	0.00	0.00							
Total L/T Liabilities	0.00	0.00	0.00	0.00		0.00	0.00	0.00	0.00	0.00	0.00
Paid-in Capital	6.30	6.30	6.30	6.30	6.30						
Net Retained Earnings	223.81	300.35	375.49	523.59	460.70						
Net Owner' s Equity	230.11	306.65	381.79	529.89	446.59	559.89	723.32	927.43	1155.51	1401.49	1660.37
Change in Working Capital					8.79	2.07	0.61	0.95	0.54	-0.03	0.29

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	2009	2010	2011	2012	2013	2014	2015
MagtiFix Subscribers, m	0.170	0.400	0.538	0.621	0.671	0.701	0.719
Subscriber ARPU, GEL	10.01	10.01	10.01	10.01	10.01	10.01	10.01
REVENUE FROM SUBSCRIBERS	10.00	34.28	56.38	69.65	77.60	82.38	85.24
% of Gross Revenue	58.8 %	80.5 %	86.8 %	88.9 %	89.8 %	90.3 %	90.5 %
INTERCONNECTION REVENUE	2.77	3.43	5.64	6.96	7.76	8.24	8.52
% of Gross Revenue	16.3 %	8.1 %	8.7 %	8.9 %	9.0 %	9.0 %	9.1 %
OTHER REVENUE	4.24	4.87	2.92	1.75	1.05	0.63	0.38
% of Gross Revenue	24.9 %	11.4 %	4.5 %	2.2 %	1.2 %	0.7 %	0.4 %
GROSS REVENUE	17.01	42.58	64.95	78.36	86.42	91.25	94.14
INTERCONNECTION EXPENSE	1.91	8.57	14.10	17.41	19.40	20.59	21.31
% of Gross Revenue	11.2 %	20.1 %	21.7 %	22.2 %	22.5 %	22.6 %	22.6 %
COST OF GOODS (scratch cards, etc.)	0.08	12.52	7.74	4.77	2.94	1.82	1.12
Cost of Goods as % of Gross Revenue	0.49 %	29.41 %	11.91%	6.08 %	3.40 %	1.99 %	1.19 %
COST OF REVENUE	2.00	21.09	21.83	22.18	22.34	22.41	22.43
Cost of Revenue as % of Gross Revenue	11.73 %	49.53 %	33.61%	28.30%	25.85%	24.56%	23.83%
Discounts & Allowances	0.40	1.70	2.60	3.13	3.46	3.65	3.77
Discounts & Allowances as % of Gross Revenue	2.35 %	4.00 %	4.00 %	4.00 %	4.00 %	4.00 %	4.00 %
NET REVENUE	14.61	19.79	40.52	53.05	60.62	65.18	67.94
Net Revenue Margin	85.92 %	46.47 %	62.39%	67.70%	70.15%	71.44%	72.17%
NETWORK OPERATIONS	1.82	2.13	3.25	3.92	4.32	4.56	4.71
Network Ops as % of Gross Rev	10.68 %	5.00 %	5.00 %	5.00 %	5.00 %	5.00 %	5.00 %
SALES & MARKETING	1.00	2.50	3.91	4.81	5.42	6.01	6.52
Sales & Marketing as % of Gross Rev	5.86 %	5.86 %	6.02 %	6.14 %	6.27 %	6.59 %	6.93 %
GENERAL & ADMINISTRATIVE	0.55	0.85	1.30	1.57	1.73	1.82	1.88
G&A as % of Gross Rev	3.24 %	2.00 %	2.00 %	2.00 %	2.00 %	2.00 %	2.00 %
OPERATING TAXES	0.08	0.17	0.25	0.30	0.34	0.35	0.36
Operating Taxes as % of Gross Rev	0.47 %	0.40 %	0.39 %	0.39 %	0.39 %	0.39 %	0.39 %
OPERATING EXPENSES	3.44	5.65	8.71	10.60	11.80	12.75	13.48
Operating Expense as % of Gross Rev	20.25 %	13.26 %	13.41%	13.53%	13.65%	13.98%	14.32%
EBITDA	11.17	14.14	31.80	42.45	48.82	52.43	54.46
EBITDA Margin	65.68 %	33.20 %	48.97%	54.16%	56.49%	57.46%	57.85%

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Depreciation	2.01	6.66	8.37	8.57	8.01	7.12	6.14
Amortization	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Interest Income	0.00	0.00	0.00	0.00	0.00	0.00	0.00
NET TAXABLE INCOME	9.16	7.48	23.43	33.87	40.80	45.30	48.32
Net Taxable Income as % of Gross Revenue	53.84 %	17.56 %	36.08%	43.23%	47.22%	49.65%	51.33%
Corporate Income Tax	1.07	1.12	3.52	5.08	6.12	6.80	7.25
Corporate Income Tax as % of Gross Revenue	6.26 %	2.63 %	5.41 %	6.48 %	7.08 %	7.45 %	7.70 %
NET INCOME	8.09	6.35	19.92	28.79	34.68	38.51	41.07
Net Income Margin	47.58 %	14.92 %	30.67%	36.74%	40.14%	42.20%	43.63%
Add Depreciation + Amortization	10.11	13.02	28.29	37.36	42.70	45.63	47.22
Less Change in Working Capital	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Less CapEx	25.94	18.78	11.60	7.15	4.41	2.73	1.69
Free Cash Flow	-15.83	-5.77	16.69	30.21	38.29	42.91	45.53
% of Gross Revenue	-93.09%	-13.54%	25.69%	38.55%	44.31%	47.02%	48.36%

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Market of Fixed Telephones

	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015
Fixed Telephony Subscribers, m	0.54	0.55	0.56	0.62	0.80	1.09	1.26	1.36	1.43	1.46	1.48
Household Penetration Rate	53.71%	54.40%	54.51%	60.39%	77.90 %	105.56%	121.91%	131.50%	137.05%	140.18%	141.86%
New Subscribers, m					0.18	0.29	0.17	0.10	0.06	0.04	0.02
MagtiFix Subscribers, end of year				0.025	0.170	0.400	0.538	0.621	0.671	0.701	0.719
Subscriber Addition					0.145	0.230	0.138	0.083	0.050	0.030	0.018
Average Magtifix subscribers					0.0977	0.2854	0.469	0.580	0.646	0.686	0.710
Magtifix ARPU					10.01	10.01	10.01	10.01	10.01	10.01	10.01

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	2009	2010	2011	2012	2013	2014	2015
MagtiNet Household Broadband Subscribers, m	0.000	0.000	0.005	0.010	0.015	0.020	0.025
MagtiNet Household Broadband Subscriber ARPU, GEL	41.86	39.77	37.78	35.89	34.10	32.39	30.77
MagtiNet Household Broadband Subscriber Revenue	–	–	1.13	3.24	5.14	6.86	8.41
MagtiNet Mobile Broadband Subscribers, m	0.009	0.073	0.147	0.221	0.296	0.371	0.447
MagtiNet Mobile Broadband Subscriber ARPU, GEL	40.00	38.00	36.10	34.30	32.58	30.95	29.40
MagtiNet Mobile Broadband Subscriber Revenue	0.42	18.71	47.75	75.83	101.17	123.97	144.40
MagtiNet Corporate Broadband Subscriber Revenue	4.83	12.86	23.15	34.91	47.89	61.81	76.47
Installation Revenue	1.16	8.49	9.69	9.76	9.82	9.88	9.95
GROSS REVENUE	6.4175	40.06	81.73	123.74	164.02	202.53	239.23
Direct International Data Exchange Expense	0.69	9.47	21.61	34.20	46.26	57.79	68.79
Direct International Data Exchange Expense as % of Gross Revenue	10.83 %	23.65 %	26.44 %	27.63 %	28.20 %	28.54 %	28.75 %
COST OF GOODS (sim cards, scratch cards, etc.)	0.00						
Cost of Goods as % of Gross Revenue	0.05 %	0.00 %	0.00 %	0.00 %	0.00 %	0.00 %	0.00 %
Discounts & Allowances	0.02						
Discounts & Allowances as % of Gross Revenue	0.26 %						
COST OF REVENUE	0.72	9.47	21.61	34.20	46.26	57.79	68.79
% of Gross Revenue	11.1 %	23.6 %	26.4 %	27.6 %	28.2 %	28.5 %	28.8 %
NET REVENUE	5.70	30.59	60.12	89.55	117.76	144.74	170.45
Net Revenue Margin	88.85 %	76.35 %	73.56 %	72.37 %	71.80 %	71.46 %	71.25 %
NETWORK OPERATIONS	0.71	2.00	4.09	6.19	8.20	10.13	11.96
Network Ops as % of Gross Rev	11.04 %	5.00 %	5.00 %	5.00 %	5.00 %	5.00 %	5.00 %
SALES & MARKETING	0.38	2.41	5.02	7.75	10.81	14.04	17.43
Sales & Marketing as % of Gross Rev	5.86 %	6.02 %	6.14 %	6.27 %	6.59 %	6.93 %	7.29 %
GENERAL & ADMINISTRATIVE	0.21	0.80	1.63	2.47	3.28	4.05	4.78
G&A as % of Gross Rev	3.24 %	2.00 %	2.00 %	2.00 %	2.00 %	2.00 %	2.00 %
OPERATING TAXES	0.03	0.15	0.30	0.45	0.59	0.72	0.85
Operating Taxes as % of Gross Rev	0.53 %	0.38 %	0.37 %	0.36 %	0.36 %	0.36 %	0.36 %
OPERATING EXPENSES	1.33	5.37	11.04	16.86	22.88	28.94	35.03

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Operating Expense as % of Gross Rev	20.67 %	13.40 %	13.51 %	13.63 %	13.95 %	14.29 %	14.64 %
EBITDA	4.38	25.22	49.07	72.68	94.88	115.80	135.41
EBITDA Margin	68.18 %	62.95 %	60.05 %	58.74 %	57.85 %	57.18 %	56.60 %
Depreciation	1.30	4.77	6.08	7.14	7.98	8.65	9.19
Amortization	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Interest Income	0.00	0.00	0.00	0.00	0.00	0.00	0.00
NET TAXABLE INCOME	3.08	20.45	42.99	65.54	86.90	107.15	126.22
Net Taxable Income as % of Gross Revenue		51.05 %	52.60 %	52.97 %	52.98 %	52.90 %	52.76 %
Corporate Income Tax	0.36	3.07	6.45	9.83	13.04	16.07	18.93
Corporate Income Tax as % of Gross Revenue		7.66 %	7.89 %	7.95 %	7.95 %	7.94 %	7.91 %
NET INCOME	2.72	17.38	36.54	55.71	73.87	91.07	107.29
Net Income Margin		43.39 %	44.71 %	45.02 %	45.03 %	44.97 %	44.85 %
Add Depreciation + Amortization	4.02	22.15	42.63	62.85	81.85	99.73	116.48
Less Change in Working Capital	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Less CapEx	19.46	11.35	11.35	11.35	11.35	11.35	11.35
Free Cash Flow	-15.44	10.80	31.27	51.50	70.50	88.38	105.13
% of Gross Revenue		26.96 %	38.27 %	41.62 %	42.98 %	43.64 %	43.94 %

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Assumptions

	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015
Broadband Data Services Market in Georgia	17.10	26.10	42.50	65.35	69.18	168.03	257.45	338.11	410.64	475.61	533.58
Corporate % of total Broadband	30 %	30 %	30 %	30 %	30 %	30 %	30 %	30 %	30 %	30 %	30 %
Consumer	70 %	70 %	70 %	70 %	70 %	70 %	70 %	70 %	70 %	70 %	70 %
Consumer Fixed Broadband Data Services (ADSL)				100 %	100 %	97 %	93 %	90 %	87 %	83 %	80 %
Consumer Mobile Broadband Data Services											
Households in Georgia, m (2008 est.)	1.01	1.02	1.02	1.02	1.03	1.03	1.03	1.04	1.04	1.04	1.05
ADSL Subscribers	0.015	0.028	0.041	0.096							
Corporate Subscribers (10%)	0.00	0.00	0.00	0.01							
Household Subscribers (90%)	0.014	0.025	0.037	0.087	0.096	0.106	0.116	0.126	0.137	0.147	0.157
Household Penetration Rate	1 %	2 %	4 %	8 %	9 %	10 %	11 %	12 %	13 %	14 %	15 %
Household ARPU	72.62	61.13	66.80	44.06	41.86	39.77	37.78	35.89	34.10	32.39	30.77
Household Revenue					48.42	50.75	52.75	54.45	55.87	57.04	57.98
Georgia-s Population					4.39	4.40	4.41	4.43	4.44	4.46	4.47
Mobile Broadband ARPU (eq to Household ARPU)					40.00	38.00	36.10	34.30	32.58	30.95	29.40
Mobile Broadband Penetration Rate					0.0 %	3.3 %	6.7 %	10.0 %	13.3 %	16.7 %	20.0 %
Mobile Broadband Subscribers, m					0	0.15	0.29	0.44	0.59	0.74	0.89
Mobile Broadband Revenue					0	66.87	127.47	182.23	231.57	275.88	315.52
Total Consumer Broadband Data Services Revenue					48.42	117.62	180.22	236.68	287.45	332.93	373.50
Total Corporate Broadband Data Services Revenue					20.75	50.41	77.24	101.43	123.19	142.68	160.07
MagtiNet household subscribers, EOY						0.000	0.005	0.010	0.015	0.020	0.025
MagtiNet household subscribers, average						0.000	0.003	0.008	0.013	0.018	0.023
MagtiNet mobile broadband subscribers, EOY					0.01	0.07	0.15	0.22	0.30	0.37	0.45
MagtiNet mobile broadband subscribers, average					0.00	0.041	0.110	0.184	0.259	0.334	0.409
MagtiNet corporate market share, EOY					23 %	28 %	32 %	37 %	41 %	46 %	50 %
MagtiNet corporate market share, average					23 %	26 %	30 %	34 %	39 %	43 %	48 %
MagtiNet mobile broadband share					50 %	50 %	50 %	50 %	50 %	50 %	50 %

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MagtiNet corporate revenue	4.8339	12.86	23.15	34.91	47.89	61.81	76.47
MagtiNet household revenue	0	0.00	1.13	3.24	5.14	6.86	8.41
MagtiNet Mobile Broadband Revenue	0.419812	18.71	47.75	75.83	101.17	123.97	144.40
MagtiNet total revenue	5.3	31.57	72.03	113.99	154.20	192.65	229.29

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	2009	2010	2011	2012	2013	2014	2015
MagtiTV Subscribers, m	0.000	0.000	0.005	0.010	0.015	0.020	0.025
DTV Subscribers, m		0.000	0.004	0.006	0.006	0.005	0.003
HDTV Subscribers, m		0.000	0.002	0.005	0.009	0.015	0.023
MagtiTV Subscriber ARPU, GEL		0.000	26.000	28.002	30.802	33.717	36.669
GROSS REVENUE		0.00	0.78	2.53	4.65	7.14	10.02
Programming Expense (30%)		0.00	0.20	0.63	1.16	1.79	2.51
COST OF GOODS (Set-top box)		0.00	0.90	0.94	0.97	1.00	1.04
COST OF REVENUE	–	–	1.10	1.57	2.13	2.79	3.55
% of Gross Revenue		25.0 %	25.0 %	25.0 %	25.0 %	25.0 %	25.0 %
NET REVENUE	0.00	0.00	-0.32	0.96	2.52	4.35	6.47
Net Revenue Margin			-40.91 %	37.99 %	54.18 %	60.95 %	64.61 %
NETWORK OPERATIONS	0.00	0.00	0.04	0.13	0.23	0.36	0.50
Network Ops as % of Gross Rev	5.00 %	5.00 %	5.00 %	5.00 %	5.00 %	5.00 %	5.00 %
SALES & MARKETING	0.00	0.00	0.05	0.16	0.31	0.50	0.73
Sales & Marketing as % of Gross Rev	5.86 %	6.02 %	6.14 %	6.27 %	6.59 %	6.93 %	7.29 %
GENERAL & ADMINISTRATIVE	0.00	0.00	0.02	0.05	0.09	0.14	0.20
G&A as % of Gross Rev	2.00 %	2.00 %	2.00 %	2.00 %	2.00 %	2.00 %	2.00 %
OPERATING TAXES	0.00	0.00	0.00	0.01	0.02	0.03	0.04
Operating Taxes as % of Gross Rev			0.38 %	0.38 %	0.38 %	0.38 %	0.38 %
OPERATING EXPENSES	0.00	0.00	0.11	0.34	0.65	1.02	1.47
Operating Expense as % of Gross Rev			13.52 %	13.64 %	13.97 %	14.31 %	14.66 %
EBITDA	0.00	0.00	-0.42	0.62	1.87	3.33	5.00
EBITDA Margin			-54.43 %	24.35 %	40.22 %	46.65 %	49.95 %
Depreciation	0.46	1.88	3.01	3.93	4.67	5.28	5.77
Amortization	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Interest Income	0.00	0.00	0.00	0.00	0.00	0.00	0.00
NET TAXABLE INCOME	-0.46	-1.88	-3.44	-3.32	-2.81	-1.95	-0.76
Net Taxable Income as % of Gross Revenue			-440.47%	-131.21%	-60.37 %	-27.23 %	-7.61 %
Corporate Income Tax	-0.05	-0.28	-0.52	-0.50	-0.42	-0.29	-0.11
Corporate Income Tax as % of Gross Revenue			-66.07 %	-19.68 %	-9.06 %	-4.08 %	-1.14 %
NET INCOME	-0.4107	-1.59	-2.92	-2.82	-2.38	-1.65	-0.65
Net Income Margin			-374.40%	-111.53%	-51.32 %	-23.14 %	-6.47 %
Add Depreciation + Amortization	0.05	0.28	0.09	1.11	2.29	3.62	5.12
Less Change in Working Capital	0.00	0.00	0.00	0.00	0.00	0.00	0.00

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Less CapEx	7.50	0.04	0.04	0.04	0.04	0.04	0.04
Free Cash Flow	-7.45	0.24	0.05	1.07	2.25	3.58	5.08
% of Gross Revenue			6.28 %	42.37 %	48.37 %	50.14 %	50.67 %

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	2009	2010	2011	2012	2013	2014	2015
MagtiNet household subscribers	0.000	0.000	0.005	0.010	0.015	0.020	0.025
MagtiTV household subscribers, EOY		0.000	0.005	0.010	0.015	0.020	0.025
MagtiTV household subscribers, average		0.000	0.003	0.008	0.013	0.018	0.023
MagtiTV HDTV Subscribers 2015	0 %	15 %	30 %	45 %	60 %	75 %	90 %
MagtiTV HDTV Subscribers, EOY	0	0.000	0.002	0.005	0.009	0.015	0.023
MagtiTV HDTV Subscribers, average		0.000	0.001	0.003	0.007	0.012	0.019
MagtiTV HDTV ARPU	40	40	40	40	40	40	40
MagtiTV HDTV Revenue	0	0.00	0.36	1.44	3.26	5.81	9.11
MagtiTV DTV Subscribers, EOY	0	0.000	0.004	0.006	0.006	0.005	0.003
MagtiTV DTV Subscribers, average		0.000	0.002	0.005	0.006	0.006	0.004
MagtiTV DTV ARPU	20	20	20	20	20	20	20
MagtiTV DTV Revenue	0	0.00	0.42	1.08	1.39	1.33	0.91
MagtiTV Subscriber revenue	0	0.00	0.78	2.53	4.65	7.14	10.02
MagtiTV Subscriber ARPU			26.00	28.00	30.80	33.72	36.67

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	2009	2010	2011	2012	2013	2014	2015
Blackberry Subscribers, m	0.000	0.014	0.032	0.054	0.081	0.109	0.141
Blackberry Revenue GEL	0.16	4.05	9.58	16.35	24.16	32.85	42.25
GROSS REVENUE	0.16	4.05	9.58	16.35	24.16	32.85	42.25
Blackberry Expense	0.16	1.99	4.85	8.50	12.92	18.10	24.00
COST OF REVENUE	0.16	1.99	4.85	8.50	12.92	18.10	24.00
% of Gross Revenue		49.2 %	50.6 %	52.0 %	53.5 %	55.1 %	56.8 %
NET REVENUE	-0.0005	2.06	4.73	7.85	11.25	14.75	18.25
Net Revenue Margin		50.82 %	49.37 %	47.99 %	46.54 %	44.89 %	43.20 %
NETWORK OPERATIONS	0.00	0.20	0.48	0.82	1.21	1.64	2.11
Network Ops as % of Gross Rev	5.00 %	5.00 %	5.00 %	5.00 %	5.00 %	5.00 %	5.00 %
SALES & MARKETING	0.01	0.24	0.59	1.02	1.59	2.28	3.08
Sales & Marketing as % of Gross Rev	5.86 %	6.02 %	6.14 %	6.27 %	6.59 %	6.93 %	7.29 %
GENERAL & ADMINISTRATIVE	0.01	0.08	0.19	0.33	0.48	0.66	0.85
G&A as % of Gross Rev	2.00 %	2.00 %	2.00 %	2.00 %	2.00 %	2.00 %	2.00 %
OPERATING TAXES	0.001	0.02	0.05	0.08	0.12	0.16	0.21
Operating Taxes as % of Gross Rev		0.50 %	0.50 %	0.50 %	0.50 %	0.50 %	0.50 %
OPERATING EXPENSES	0.02	0.55	1.31	2.25	3.40	4.74	6.25
Operating Expense as % of Gross Rev		13.52 %	13.64 %	13.77 %	14.09 %	14.43 %	14.79 %
EBITDA	-0.02	1.51	3.42	5.60	7.84	10.01	12.00
EBITDA Margin		37.30 %	35.73 %	34.22 %	32.45 %	30.46 %	28.41 %
Depreciation	0.03	0.12	0.14	0.15	0.16	0.17	0.18
Amortization	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Interest Income	0.00	0.00	0.00	0.00	0.00	0.00	0.00
NET TAXABLE INCOME	-0.05	1.40	3.29	5.44	7.68	9.83	11.82
Net Taxable Income as % of Gross Revenue		34.45 %	34.31 %	33.30 %	31.77 %	29.93 %	27.98 %
Corporate Income Tax	-0.01	0.21	0.49	0.82	1.15	1.47	1.77
Corporate Income Tax as % of Gross Revenue		5.17 %	5.15 %	4.99 %	4.77 %	4.49 %	4.20 %
NET INCOME	-0.04	1.19	2.79	4.63	6.53	8.36	10.05
Net Income Margin		29.28 %	29.16 %	28.30 %	27.01 %	25.44 %	23.78 %
Add Depreciation + Amortization	-0.01	1.30	2.93	4.78	6.69	8.53	10.23
Less Change in Working Capital	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Less CapEx	0.50	0.22	0.22	0.22	0.22	0.22	0.22
Free Cash Flow	-0.51	1.09	2.71	4.56	6.47	8.32	10.01
% of Gross Revenue		26.81 %	28.33 %	27.91 %	26.79 %	25.32 %	23.70 %

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	2009	2010	2011	2012	2013	2014	2015
Mobile Magti Subscribers, m	1.29	1.62	1.92	2.18	2.42	2.63	2.82
Blackberry-interested magti subscribers subscribers, m	0.13	0.16	0.19	0.22	0.24	0.26	0.28
Blackberry services for top 10% subscribers	0%	8%	17%	25%	33%	42%	50%
Total Blackberry subscribers, m	0.00	0.01	0.03	0.05	0.08	0.11	0.14
Incremental Revenue from Blackberry users	0.00	4.05	9.58	16.35	24.16	32.85	42.25
Blackberry users ARPU							

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	2009	2010	2011	2012	2013	2014	2015
MagtiBank Subscribers, m	0.000	0.367	0.736	1.107	1.481	1.857	2.236
MagtiBank Subscriber ARPU, GEL	1.24	1.24	1.35	1.49	1.63	1.79	1.97
GROSS REVENUE	0.00	5.46	11.94	19.74	29.01	39.99	52.91
Commission Expense	0.00	0.27	0.60	0.99	1.45	2.00	2.65
COST OF REVENUE	–	0.27	0.60	0.99	1.45	2.00	2.65
% of Gross Revenue	5.0 %	5.0 %	5.0 %	5.0 %	5.0 %	5.0 %	5.0 %
NET REVENUE	0.00	5.19	11.34	18.75	27.56	37.99	50.27
Net Revenue Margin		95.00 %	95.00 %	95.00 %	95.00 %	95.00 %	95.00 %
NETWORK OPERATIONS	0.00	0.27	0.60	0.99	1.45	2.00	2.65
Network Ops as % of Gross Rev	5.00 %	5.00 %	5.00 %	5.00 %	5.00 %	5.00 %	5.00 %
SALES & MARKETING	0.00	0.33	0.73	1.24	1.91	2.77	3.86
Sales & Marketing as % of Gross Rev	5.86 %	6.02 %	6.14 %	6.27 %	6.59 %	6.93 %	7.29 %
GENERAL & ADMINISTRATIVE	0.00	0.11	0.24	0.39	0.58	0.80	1.06
G&A as % of Gross Rev	2.00 %	2.00 %	2.00 %	2.00 %	2.00 %	2.00 %	2.00 %
OPERATING TAXES	0.00	0.03	0.06	0.10	0.15	0.20	0.26
Operating Taxes as % of Gross Rev		0.50 %	0.50 %	0.50 %	0.50 %	0.50 %	0.50 %
OPERATING EXPENSES	0.00	0.74	1.63	2.72	4.09	5.77	7.82
Operating Expense as % of Gross Rev		13.52 %	13.64 %	13.77 %	14.09 %	14.43 %	14.79 %
EBITDA	0.00	4.45	9.71	16.03	23.48	32.22	42.44
EBITDA Margin		81.48 %	81.36 %	81.23 %	80.91 %	80.57 %	80.21 %
Depreciation	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Amortization	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Interest Income	0.00	0.00	0.00	0.00	0.00	0.00	0.00
NET TAXABLE INCOME	0.00	4.45	9.71	16.03	23.48	32.22	42.44
Net Taxable Income as % of Gross Revenue		81.48 %	81.36 %	81.23 %	80.91 %	80.57 %	80.21 %
Corporate Income Tax	0.00	0.67	1.46	2.40	3.52	4.83	6.37
Corporate Income Tax as % of Gross Revenue		12.22 %	12.20 %	12.18 %	12.14 %	12.09 %	12.03 %
NET INCOME	0.00	3.78	8.25	13.63	19.95	27.39	36.08
Net Income Margin		69.26 %	69.15 %	69.05 %	68.77 %	68.48 %	68.18 %
Add Depreciation + Amortization	0.00	3.78	8.25	13.63	19.95	27.39	36.08
Less Change in Working Capital	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Less CapEx	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Free Cash Flow	0.00	3.78	8.25	13.63	19.95	27.39	36.08
% of Gross Revenue		69.26 %	69.15 %	69.05 %	68.77 %	68.48 %	68.18 %

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	2008	2009	2010	2011	2012	2013	2014	2015
Monthly consumption expenditure, GEL, 2008	105.20	104.03	109.29	119.35	131.57	145.07	159.96	176.37
Need for funds transfer monthly, GEL	52.60	52.02	54.64	59.68	65.79	72.54	79.98	88.19
Number of potential transactions, m per month	5.26	5.20	5.46	5.97	6.58	7.25	8.00	8.82
Total addressable market size, m, GEL	63.12	62.42	65.57	71.61	78.94	87.04	95.98	105.82
Penetration		0%	8%	17%	25%	33%	42%	50%
No of customers		0.00	0.37	0.74	1.11	1.48	1.86	2.24
No of transactions, m		0.00	5.46	11.94	19.74	29.01	39.99	52.91
Revenue, m, GEL		0.00	5.46	11.94	19.74	29.01	39.99	52.91
ARPU per subscriber		1.24	1.24	1.35	1.49	1.63	1.79	1.97

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Exhibit F

to

Second Amended Disclosure Statement with Respect to the Joint Second Amended Chapter 11 Plan of Reorganization for MIG, Inc. dated August 19, 2010

SETTLEMENT AGREEMENT

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SETTLEMENT AGREEMENT

This Settlement Agreement (this "**Settlement Agreement**") is entered into as of the 28th day of June, 2010, by and among MIG, Inc. (f/k/a Metromedia International Group, Inc.), Debtor in Possession (the "**Debtor**" or "**MIG**") in Chapter 11 Case No. 09-12118 (KG) (the "**Chapter 11 Case**") and its subsidiaries, including without limitation ITC Cellular LLC ("**ITC**"), MIG Georgia Holdings, Inc. ("**MGH**"), and MIG International Telecommunications, Inc. ("**MITI**") (collectively, the "**Subsidiaries")** and the Official Committee of Unsecured Creditors of MIG, Inc. appointed in the Chapter 11 case (the "**Committee**"), the Debtor' s sole equity holder, CaucusCom Ventures LP **("CaucusCom")** and its affiliates Yola Investments S.a.r.l **("Yola")** and Gtel L.P. ("**Gtel**") (collectively, the Debtor, the Committee, the Subsidiaries, CaucusCom, Yola and Gtel are referred to herein as the "**Parties**"). All capitalized terms not defined herein shall have the same meaning as set forth in the Committee' s Motion for Order, Pursuant to Sections 105 (a), 1104(a), 1121(c)(l) and (d)(l) and 1112(b) of title 11 of the United States Code, Appointing a Chapter 11 Trustee and Terminating the Debtor' s Exclusivity to File a Plan or, in the Alternative, Dismissing Chapter 11 Case for Cause, Docket No. 78 (the "**Trustee Motion**") and the Committee' s Motion for Order Granting the Committee Standing to (I) Prosecute Actions On Behalf of the Debtor' s Estate; and (II) Seek a Temporary Restraining Order, Preliminary Injunction and Other Related Relief, Docket No. ___ (the "**Standing Motion**") (collectively, the "**Committee Motions**").

RECITALS

WHEREAS the Debtor commenced the Chapter 11 Case under title 11 of the United States Code, 11 U.S.C. §§101 et seq. (the **"Bankruptcy Code"),** on June 18, 2009 (the "**Petition Date**") in the United States Bankruptcy Court for the District of Delaware (the "**Bankruptcy Court**"). The Debtor continues in possession of its properties and the management of its business as debtor-in-possession pursuant to sections 1107 and 1108 of the Bankruptcy Code. No trustee or examiner has been appointed in the Chapter 11 Case;

WHEREAS, on or about June 30, 2009, the Office of the United States Trustee appointed the Committee in the Chapter 11 Case;

WHEREAS, the Committee filed the Committee Motion on or about July 27, 2009 and the Standing Motion on or about November 3, 2009;

WHEREAS, on or about September 23, 2009, the Debtor filed its Preliminary Response to the Trustee Motion, Docket No. 214; on January 29, 2010 the Debtor filed its Supplemental Objection in Opposition to the Trustee Motion, Docket No. 541; and on November 12, 2009, the Debtor filed its Objection to the Standing Motion, Docket No. 326 (collectively, the "**Debtor Objections**");

WHEREAS, on November 16, 2009, the Committee filed Reply in Support of the Standing Motion (the "**Standing Motion Reply**") (Docket No. 343) and on or about February 4, 2010, the Committee filed its Amended Reply in Support of the Trustee Motion (Docket No. 557) (the "**Trustee Motion Reply**") (collectively, the "**Committee Replies**");

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WHEREAS, on February 1, 2010, the Debtor filed its First Amended Disclosure Statement with Respect to First Amended Chapter 11 Plan of Reorganization (Docket No. 546) (the "**First Amended Disclosure Statement and Plan**");

WHEREAS on February 5, 2010, the Committee filed an Objection to the Debtor' s First Amended Disclosure Statement and Plan (Docket No. 563) (the "**DS Objection**");

WHEREAS, the Committee and the Debtor have engaged in extensive discovery and litigation disputes arising from, in connection with or related to the Committee Motions, the Responses, the Committee Replies, the First Amended Disclosure Statement and Plan and the DS Objection;

WHEREAS, pursuant to this Court' s Scheduling Order on the Committee Motions dated August 31, 2009 (Docket No. 168), as amended by the Court' s Second Amended Scheduling Order dated December 30, 2009 (Docket No. 494), as amended by the Court' s Order (I) Rescheduling Dates for Hearing and (II) Extending Exclusivity Periods dated May 19, 2010 (the (Docket No. 759) (collectively, the "**Scheduling Orders**"), a 3-day trial was scheduled to commence on June 30, 2010;

WHEREAS the Parties have been actively engaged in discussions with a view towards, *inter alia,* developing a consensual plan of reorganization for the Debtor and its non-debtor affiliates and resolving the litigation disputes raised by the Committee Motions and the DS Objection;

WHEREAS the Parties have negotiated the principal terms for an economic and substantive settlement of the claims asserted in the Committee Motions, including providing for the treatment of certain classes of creditors under a Second Amended Joint Plan to be filed by the Debtor and the Committee as set forth below;

NOW THEREFORE, in consideration of the foregoing Recitals, the promises and mutual covenants contained herein, each act done pursuant hereto, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. The Debtor agrees it shall file a Second Amended Plan of Reorganization and Related Disclosure Statement on behalf of itself and its Subsidiaries (the "**Second Amended Plan**") which shall be filed jointly with the Committee, shall contain, *inter alia,* the following terms drafted in a way that the Parties agree would not trigger the ITC Change of Control provisions in the 2009 Purchase and Sale Agreement ("**PSA**") and Second Amended and Restated Limited Liability Company Agreement of International Telcell Cellular, LLC (the "ITCL LLC Agreement") and in a form acceptable to and approved by the Debtor and the Committee.

a. Each holder of a Class 5 Claim and Class 6 Claim (as defined in the First Amended Plan) shall receive in full, final and complete satisfaction, settlement, release, and discharge of its Allowed Claims (subject to the rights granted to Classes 5 and 6 herein), its *pro rata* share of (i) Excess Cash on the

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Effective Date; (ii) the MIG Notes; (iii) The MIG Warrants and (iv) the Top-up Distribution.

b. "**Excess Cash**" is defined as all cash at MIG plus proportional interest in cash at ITCL plus proportional interest in cash at Magticom plus proportional interest in other entities indirectly held (approx. $50 million) less operating cash at Magticom per ITCL LLC Agreement. Excess Cash is after payments required under a Plan agreed upon by the parties and an agreed upon operating budget for the reorganized Debtor ("**New MIG LLC**"). The operational budget for New MIG LLC is subject to Creditor Committee, and subsequently, Class 5 Board Member approval (as defined below).

c. Terms of the MIG Notes shall be as follows:

Face Amount Per Judgment entered June 5, 2009 (the "Judgment"), $188 million plus interest plus appraisal litigation fee amount plus timely filed Class 6 Claims (approximately $15 million) minus Excess Cash paid to Classes 5 and 6. All Judgment holders or their assignees shall be deemed to hold Allowed Claims.

Borrower New MIG LLC

Interest Rate Years 1 - 3: 9.0% cash + 6.5% PIK (semi-annual payment)

Year 4: 9.0% cash + 8.5% PIK (semi-annual payment)

Years 5 - 6: 9.0% cash + 11.0% PIK (semi-annual payment)

In the event of a cash interest shortfall:

Up to but no more than 3.0% (out of 9.0% cash interest) can be PIK' d for up to, but no more than 2 consecutive periods or 3 total periods during the life of the Senior Note

In the event that borrower elects to PIK otherwise cash interest payable, an additional interest premium of 2.0% of PIK interest shall be added until such previously payable cash interest is caught up

It shall constitute a default if the borrower shall fail to make a full scheduled cash interest payment in more than 2 consecutive periods or 3 total periods during the life of the Senior Note

Maturity 6 Years

Covenants Secured lender covenant package with mutually acceptable cure period

Post IPO, covenants will include market value[1] to Senior Note balance (including accrued PIK balance and interest) ratio

1 Value determined by market price of Magticom (or "Equivalent Listing Vehicle") x number of shares indirectly held by MIG.

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maintenance covenant of not less than 2.0x for more than 45 days

For the avoidance of doubt, no IPO may occur into a scenario that results in less than 2.0x pro forma coverage (i.e. cannot IPO into a technical default)

$25 Million limitation on further indebtedness (including for purposes of Covenant No 2 below earn-outs or other similar types of consideration) at MIG, ITCL, and Magticom (i.e. no layering) unless Class 5 Board Members approve or the incurrence of new indebtedness results in the payment in full of the Notes.

CaucusCom and related entities (i.e. Yola, Gtel, etc.) will comply with the Change of Control restrictions in the ITCL LLC agreement

Due on sale provision / change of control put option upon syndication by Yola or Gtel of their indirect interest in Magticom (i.e. No change of control of New MIG LLC unless class 5 and 6 paid in full)

An IPO or subsequent share sale cannot be sold to affiliated entities of CaucusCom, Sun Capital or Salford

The following additional covenants drafted in a way that the Parties agree would not trigger the ITC Change of Control in the PSA and ITCL LLC Agreement and contain reasonable fiduciary out language acceptable to the Parties:

1. MIG Directors at ITCL shall seek to have any Excess Cash at Magticom paid up to ITCL and ITCL will distribute it to MIG as permitted in clause 2.7(c) of the ITCL LLC Agreement.

2. An Event of Default under the Senior Notes shall occur if the MIG Directors at ITCL support a merger or acquisition at Magticom above $25 million, unless such support is with the prior written approval of both MIG Class 5 Board Members.

3. One Class 5 MIG Director or its designee shall have observer rights at all ITCL/Magticom Board or other equivalent meeting (to be further defined in the MIG Notes).

4. Limitations on subsequent changes to the ITCL LLC Agreement unless Class 5 directors agree.

The breach of any of Covenant herein, other than the foregoing Covenant number 2, shall constitute an Event of Default, regardless of any fiduciary duties that may be alleged by ITCL or MIG Directors.

Governance

Holders of MIG Notes shall have the right to designate 2 (the “Class 5 Board Members”) of 6 persons to MIG’ s board of directors (MIG board reduced to 6).

The Class 5 Board Members must be reasonably acceptable to the Parties, not to be unreasonably withheld

The Class 5 Board Members will resign seats when Senior Notes

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are paid in full.

Quorum is not established unless at least one Class 5 Board Member is present until such time as the Class 5 Board Members resign.

Observation rights at ITCL with observer selected by the Class 5 Board Members.

Ample prior notice will be provided to the Class 5 Board Members and ITCL observer prior to all board meetings or equivalent meetings (at MIG, ITCL, Magticom and equivalent listing vehicle). Meetings will be conducted with translator present, if necessary.

Prepayments

Borrower may prepay at par

No scheduled amortization

Cash sweep mechanism:

Step 1: Pay current cash interest obligation

Step 2: Pay down accrued PIK balance

Step 3: Once accrued PIK balance has been reduced to $0, remainder applied to Senior Note amortization (100%). If the Senior Note outstanding is below 75% of the Initial Balance, any further payments will be applied to Senior Note amortization (75%) and equity (25%) (providing Steps 1 and 2 are satisfied)

For the avoidance of doubt, the cash sweep will be after payments relating to the agreed upon operating budget at MIG

IPO or subsequent share sale: In whole or in part and without premium or penalty, in an amount equal to 70% of the net cash proceeds of an IPO, provided that the value[2] (1) of the shares indirectly held by MIG after a share sale and subsequent paydown is equal to or greater than 3.0x the total Senior Note balance then outstanding (including accrued PIK balance and interest)

IPO will occur on an exchange acceptable to Class 5 directors

Payment to CaucusCom will be made if, for 30 consecutive trading days following the share sale, the market price of the stock remains above the hurdle market price (set at 3.0x threshold) and the number of shares traded on a daily basis is equal to or greater than 0.5% of float for each day during the period

For the avoidance of doubt, the prepayment upon an IPO or subsequent share sale is 100% to Senior Notes if the 3.0x threshold noted above is not met

Net cash proceeds of any other asset sales will be used to pay down debt at par and accrued interest

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2 Value determined by market price of Magticom (or “Equivalent Listing Vehicle”) x number of shares indirectly held by MIG.

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Collateral	Pledges by New MIG and ITCL of their respective rights to receive dividends and distributions from their direct subsidiaries
	Pledge of 100% of New MIG' s interest, direct and indirect, in stock of ITC, ITCL (per §4.1(c) in 2009 LLC) and New MIG with stock placed in escrow
	Blanket lien on MIG assets including cash accounts; upon default, creditors have control over cash accounts per UCC control deposit accounts

d. Terms of the Warrants shall be as follows:

Percent of Common	5.0% of common equity of New MIG LLC for years 1 through 3. Upon interest step up, an additional 2.5% is granted
Strike Price	Strike price: $225 million (equity value)[3]
Expiration	Expiration: 6 years
Other Terms	Cash settlement
	Detachable

e. The "**Top Up Distribution**" shall be, at the option of the Committee, an additional $4 million in MIG Notes or equity in New MIG LLC of $4 million based on a valuation of MIG of $225 million.

f. A Class 5/6 Trust shall be established for the benefit of Class 5 and Class 6 Claims. On the Effective Date MIG will fund the Trust with $750,000. Any funding remaining upon full repayment of the MIG Notes shall be returned to New MIG LLC.

g. The Trustee or Representative (the "Class 5 Representative") of the Class 5/6 Trust, shall have standing on behalf of the Debtor and its subsidiaries to file a claim, including a claim in the London Court of Arbitration (per ITCL LLC Agreement), at any time after the Effective Date of the Second Amended Plan (as it may be amended) to contest the validity of the "Change of Control Provisions" in the ITCL LLC Agreement on any grounds, if in the sole discretion of such Representative there is an Event of Default or threat of an Event of Default; provided however that the Trustee may commence such a proceeding anytime after November 1, 2011 regardless of the existence of threat of an Event of Default unless MIG has delivered a Tolling Agreement in form acceptable to the Class 5 Representative tolling the statute of limitations on behalf of all affected

3 Value determined by market price of Magticom (or "Equivalent Listing Vehicle") x number of shares indirectly held by MIG.

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parties for commencement of such an action. The Committee shall select the Representative and counsel thereto and disclose the same in the Second Amended Plan.

h. The Debtor has caused the termination, cessation and disbanding of, and has halted any further investigation or any other activity by, the Special Litigation Committee created by the Debtor' s board of directors on or about November 12, 2009 (the "SLC"), effective as of the Effective Date of the Second Amended Plan. The Debtor shall deliver to the Committee evidence, in the form attached hereto as Exhibit ___ (the "Resolution"). The Debtor agrees that the Resolution and the actions contemplated thereby shall be duly authorized by all necessary action on the part of the Debtor and its board of directors.

i. Allowed Class 4 Claims (as defined in the First Amended Plan) shall be paid in full.

j. No secured claims in the Second Amended Plan.

k. Intermediate holding companies in MIG' s corporate structure shall be eliminated and New MIG LLC shall be created, with the LLC agreement in a form reasonably acceptable to the Committee.

l. Releases shall be provided to all of MIG' s officers and directors, CaucusCom, Yola and Gtel and exculpation for the Parties and their advisors.

m. The Bankruptcy Court shall retain jurisdiction to the greatest extent permitted under applicable law.

2. **SLC Covenants.** Effective as of June 29, 2010, the Debtor shall cause an immediate stay of any further investigation or any other activity by the SLC through the Effective Date of the Second Amended Plan or failure of confirmation of said Plan. The Committee and the Debtor further agree to stay any appeals related to the Standing Motion through the Effective Date of the Second Amended Plan and to the dismissal of any such appeals as soon as practicable after the Effective Date of the Second Amended Plan.

3. **Support/Amendments.** The Committee covenants to support the Second Amended Plan, as it may be amended, provided it shall comply at all times with this Agreement. The Debtor covenants it shall not propose any amendments to the Second Amended Plan unless consistent with the Term Sheet and this Agreement and with notice to, and the prior approval of, the Committee.

4. **Notices.** Any notices or other communications required or permitted under this Settlement Agreement shall be sufficiently given if (a) delivered personally; (b) sent by overnight delivery service; (c) sent by certified mail, return receipt requested; or (d) sent by facsimile with receipt confirmed and shall be addressed,

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in the case of the Debtor, to:

MIG, Inc. c/o
Peter Nagle
c/o Salford
79 Pall Mall
London SW1Y 5ES

and

MIG, Inc. c/o
Edward Spencer-Churchill
c/o Sun Capital Partners Ltd.
54 Baker Street
London W1U 7BU

and

Maria J. DiConza
Greenberg Traurig, LLP
MetLife Building
200 Park Avenue
New York, NY 10166

in the case of the Creditors' Committee, to:

Chris Cook
Zazove Associates LLC
435 Pacific Avenue
4th Floor
San Francisco, CA 94133

and

Carmen H. Lonstein
Baker & McKenzie LLP
One Prudential Plaza
130 East Randolph Drive
Suite 3500
Chicago, IL 60601

5. **Governing Law**. THIS SETTLEMENT AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF DELAWARE APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED IN SUCH STATE AND THE APPLICABLE SECTIONS OF THE BANKRUPTCY CODE. By its execution and delivery of this Settlement Agreement, each of the Parties hereto hereby irrevocably and unconditionally agrees for itself that any legal action, suit or proceeding against it with respect to any matter under or arising out of or in connection with this Settlement Agreement or for recognition or enforcement of any judgment rendered in any such action, suit or proceeding, shall be brought in the Bankruptcy Court. By execution and

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delivery of this Settlement Agreement, each of the Parties hereto hereby irrevocably accepts and submits itself to the exclusive jurisdiction of such court, generally and unconditionally, with respect to any such action, suit or proceeding.

6. **Entire Agreement; Compliance of Documents**. This Settlement Agreement constitutes the entire agreement and understanding between the Parties pertaining to the subject matter hereof and may not be modified, altered, amended or vacated without the prior written consent of the Parties or their counsel. No representations, oral or written, other than those set forth herein may be relied upon by any Party in connection with this Settlement Agreement.

7. **Authority**. The Debtor represents that it has all requisite corporate power and authority to execute and deliver this Settlement Agreement and each document and agreement, including any and all resolutions of the Debtor' s board of directors, delivered in connection with this Settlement Agreement (collectively, the "**Ancillary Documents**"), subject only to Bankruptcy Court approval. The execution, delivery and performance of this Settlement Agreement and each Ancillary Document, and the consummation of the transactions contemplated hereby and thereby, have been duly authorized by all necessary action on the part of the Debtor.

8. **Execution in Counterparts**. This Settlement Agreement may be executed in any number of counterparts by the Parties on different counterpart signature pages, all of which when taken together shall constitute one and the same agreement. The Parties may execute this Settlement Agreement by signing any such counterpart and each such counterpart, including a facsimile counterpart, shall for all purposes be deemed to be an original.

9. **Bankruptcy Court Approval; Condition to Effectiveness; Binding Effect**. This Settlement Agreement is subject to the approval of the Bankruptcy Court and shall not be binding until the Bankruptcy Court enters an Order approving this settlement (the "**Approval Order**"). The Debtor agrees it shall undertake efforts in good faith to have this Settlement Agreement approved by not later than thirty (30) days from the date hereof and shall not take any actions to oppose the approval of this Settlement Agreement.

10. **Failure of Plan Confirmation**. In the event that the Second Amended Plan (as amended) is not confirmed for any reason, this Settlement Agreement shall be null and void and all Parties shall retain all rights.

11. **Successors and Assigns**. Upon entry of the Approval Order this Settlement Agreement shall bind and inure to the benefit of the Parties and their respective successors, heirs, executors, administrators and representatives.

12. **No Third Party Beneficiaries**. Unless expressly stated herein, this Settlement Agreement shall be solely for the benefit of the Parties hereto and no other person or entity shall be a third-party beneficiary hereof.

13. **Arms Length**. This Settlement Agreement is the result of arms length negotiations among the Parties, all of whom are represented by counsel, and no provision by this Settlement Agreement is to be construed against either party.

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IN WITNESS WHEREOF, each of the Parties hereto has caused this Settlement Agreement to be executed by their respective duly authorized officer as of the date first written above.

MIG, INC., Debtor

By: /s/ Peter Nagle
Name: PETER NAGLE
Title: DIRECTOR

ITC CELLULAR LLC

By: ______________________________
Name:
Title:

MIG GEORGIA HOLDINGS, INC.

By: ______________________________
Name:
Title:

MIG INTERNATIONAL TELECOMMUNICATIONS, INC.

By: ______________________________
Name:
Title:

OFFICIAL COMMITTEE OF UNSECURED CREDITORS

By: ______________________________
Name: Chris Cook
Title: Chair

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IN WITNESS WHEREOF, each of the Parties hereto has caused this Settlement Agreement to be executed by their respective duly authorized officer as of the date first written above.

MIG, INC., Debtor

By: ________________________
Name:
Title:

ITC CELLULAR LLC

By: /s/ Andrew Bradshaw
Name: ANDREW BRADSHAW
Title: On Behalf of MIG Georgia Holdings, Inc.
As Sole Manager

MIG GEORGIA HOLDINGS, INC.

By: /s/ Andrew Bradshaw
Name: ANDREW BRADSHAW
Title: DIRECTOR

MIG INTERNATIONAL TELECOMMUNICATIONS, INC.

By: /s/ Andrew Bradshaw
Name: ANDREW BRADSHAW
Title: DIRECTOR

OFFICIAL COMMITTEE OF UNSECURED CREDITORS
Chris Cook, Zazove Associates
Chairman of the Committee

By: /s/ Chris Cook
Name: Chris Cook
Title: Chair

CAUCUSCOM VENTURES, LP
By: Caucus Carry Management LP, its General Partner

By: /s/ Graydon Bellingan
Name: Graydon Bellingan
Title: For and on behalf of
Caucus Carry Management L.P.
General Partner

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YOLA INVESTMENTS S.A.R.L

By:	/s/ Graydon Bellingan	/s/ John Rleynhans
	Name: Graydon Bellingan	John Rleynhans
	Title: Manager	Manager

GTEL, LP

By: ______________________________

Name:

Title:

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CAUCUSCOM VENTURES, LP
By: Caucus Carry Management LP, its General Partner

By: /s/ Peter Nagle
Name: PETER NAGLE
Title: AUTHORISED SIGNATORY AND OFFICER

YOLA INVESTMENTS S.A.R.L

By: ______________________
Name:
Title:

GTEL, LP

By: /s/ Paul Blyumkin
Name: PAUL BLYUMKIN
FOR AND ON BEHALF OF
SALFORD CAPITAL PARTNERS INC.
Title: GENERAL PARTNER

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Certain Sections of this Indenture relating to Sections 310 through 318, inclusive, of the Trust Indenture Act of 1939:

Trust Indenture Act Section		Indenture Section
§ 310	(a)(1)	Section 7.10
	(a)(2)	Section 7.10
	(a)(3)	Section 7.10
	(a)(4)	Not Applicable
	(a)(5)	Sections 7.08, 7.10
	(b)	Section 7.10
	(c)	Not Applicable
§ 311	(a)	Section 7.11
	(b)	Section 7.11
	(c)	Not Applicable
§ 312	(a)	Section 2.05
	(b)	Section 12.03
	(c)	Sections 12.02, 12.03
§ 313	(a)	Sections 7.06, 7.07
	(b)	Section 7.06
	(c)	Sections 7.06, 12.02
	(d)	Section 7.06
§ 314	(a)	Section 4.08
	(a)(4)	Section 4.06(a)
	(b)	Sections 10.02, 12.01
	(c)(1)	Section 12.04
	(c)(2)	Section 12.04
	(c)(3)	Not Applicable
	(d)	Sections 10.03, 12.01
	(e)	Section 12.05
	(f)	Section 4.08
§ 315	(a)	Sections 7.01, 7.02
	(b)	Section 7.05
	(c)	Section 7.01
	(d)	Section 7.01
	(e)	Section 6.11
§ 316	(a)(1)(A)	Section 6.05
	(a)(1)(B)	Section 6.04
	(a)(2)	Section 6.02
	(b)	Section 6.07
	(c)	Section 9.04
§ 317	(a)(1)	Section 6.08
	(a)(2)	Section 6.09
	(b)	Section 2.04
§ 318	(a)	Section 12.01

NOTE: This reconciliation and tie shall not, for any purpose, be deemed to be a part of this Indenture.

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