

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

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In re: : Chapter 11
: :
: Case No. 19-23489 (RDD)
MAXCOM USA TELECOM, INC, et al., :
: (Jointly Administered)
Debtors.¹ :
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ORDER, PURSUANT TO BANKRUPTCY CODE SECTIONS 105, 363, 1125, 1126, AND 1128, BANKRUPTCY RULES 2002, 3003, 3016, 3017, 3018, 3020, 9006, 9013, AND 9021, AND LOCAL RULES 3017-1, 3018-1, 3018-2, AND 3020-1 AND 9013 (I) SCHEDULING A COMBINED HEARING TO CONSIDER THE ADEQUACY OF THE DISCLOSURE STATEMENT AND CONFIRMATION OF THE JOINT PLAN; (II) APPROVING FORM AND MANNER OF NOTICE OF COMBINED HEARING; (III) APPROVING SOLICITATION PROCEDURES; (IV) WAIVING REQUIREMENT FOR MEETING OF CREDITORS OR EQUITY HOLDERS; AND (IV) GRANTING RELATED RELIEF

Upon the motion (the “Motion”)² of Maxcom USA Telecom, Inc. and Maxcom Telecomunicaciones, S.A.B. DE C.V., the above-captioned debtors and debtors in possession (the “Debtors”) for entry of an order, pursuant to sections 105, 363, 502, 1125, 1126, and 1128 of title 11 of the United States Code (the “Bankruptcy Code”), Rules 2002, 3003, 3016, 3017, 3018, 3020, 9006, 9013, and 9021 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), and Rules 3017-1, 3018-1, 3018-2, and 3020-1 of the Local Bankruptcy Rules for the Southern District of New York (the “Local Rules”) and the Guidelines for Prepackaged Plans issued by the U.S. Bankruptcy Court for the Southern District of New York, (i) scheduling a combined hearing (the “Confirmation Hearing”) to consider the adequacy of the

¹ The Debtors, together with the last four digits of each Debtor’s tax identification number, are Maxcom USA Telecom, Inc. (7220) and Maxcom Telecomunicaciones, S.A.B. de C.V. (8KT0). The location of Debtor Maxcom Telecomunicaciones, S.A.B. de C.V.’s corporate headquarters and service address are: Guillermo González Camarena, 2000, Centro Ciudad, Santa Fé, Mexico, CDMX. The service address for Debtor Maxcom Telecom USA Inc. is c/o United Corporate Services, Inc., Ten Bank Street, Suite 560, White Plains, NY 10606.

² All capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Motion.

Solicitation and Disclosure Statement Relating to the Joint Prepackaged Plan of Reorganization of the Debtors (as modified, amended, or supplemented from time to time, the “Disclosure Statement”) and confirmation of the *Joint Prepackaged Chapter 11 Plan* of the Debtors (as modified, amended, or supplemented from time to time, the “Plan”), (ii) approving the form and manner of notice of Confirmation Hearing, (iii) approving solicitation procedures used in connection with the Debtors’ prepetition solicitation of the Plan described herein and further discussed in the Disclosure Statement (the “Solicitation Procedures”), (iv) waiving the requirement for meeting of creditors or equity holders, and (v) granting related relief; and the Court having held a hearing on August 20, 2019 to consider the relief requested in the Motion (the “Hearing”); and upon the record of the Hearing and upon the Court’s consideration of the First Day Declaration and the Motion and all objections raised with respect to the Motion; and, after due deliberation, the Court hereby FINDS AND DETERMINES that: (i) the Court has jurisdiction to consider the Motion and the relief requested therein pursuant to 28 U.S.C. §§ 157(a)-(b) and 1334(b) and the *Amended Standing Order of Reference* from the United States District Court for the Southern District of New York dated as of January 31, 2012, (ii) consideration of the Motion and the relief requested therein is a core proceeding pursuant to 28 U.S.C. § 157(b), (iii) venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; (iv) due and proper notice of the Motion and the Hearing has been provided under the particular circumstances, and no other or further notice need be provided, (v) the relief requested in the Motion is in the best interests of the Debtors and their estates and creditors; (vi) the relief sought in the Motion is necessary to avoid immediate and irreparable harm to the Debtors and their estates, as contemplated by Bankruptcy Rule 6003; and (vii) good and sufficient cause exists for waiver of the 14 day stay imposed by Bankruptcy Rule 6004(h); and the relief granted

herein is warranted under the applicable facts and law; now, therefore, good and sufficient cause appearing, it is hereby ORDERED THAT:

1. The Motion is granted as set forth herein.
2. Any and all objections to the Motion not otherwise settled or withdrawn as set forth in this Order are hereby overruled.
3. The Confirmation Hearing, at which time the Court will consider, among other things, the adequacy of the Disclosure Statement and confirmation of the Plan, shall commence at 2:00 p.m. (prevailing Eastern Time) on September 17, 2019; *provided, however*, that the Confirmation Hearing may be adjourned or continued from time to time by the Court or the Debtors without further notice other than adjournments announced in open Court or as indicated in any notice, including any notice of agenda of matters scheduled for hearing filed by the Debtors with the Court.
4. The notice of (i) the time fixed for filing objections to confirmation of the Plan, and (ii) the time, date, and place of the Confirmation Hearing, substantially in the form annexed hereto as Exhibit 1 (the “Confirmation Hearing Notice”), complies with the requirements of Bankruptcy Rules 2002 and 3017 and is approved.
5. The Debtors shall serve the Confirmation Hearing Notice on all known holders of Claims and Interests and all other entities entitled to notice in the Chapter 11 Case (regardless of whether such entities are entitled to vote to accept or reject the Plan) by August 21, 2019.
6. The Debtors are authorized to cause the service of the Confirmation Hearing Notice on all known holders of Claims and Interests and all other entities entitled to notice in the Chapter 11 Case, which is deemed sufficient and appropriate under the circumstances.

7. Objections to confirmation of the Plan, if any, must be in writing, shall conform to the Bankruptcy Rules and the Local Bankruptcy Rules, and shall be (i) filed with the Court on the docket of *In re Maxcom USA Telecom, Inc.*, Case No. 19-23489 (RDD), and (ii) served upon (a) the Clerk of the Bankruptcy Court for the Southern District of New York, 300 Quarropas St., White Plains, NY 10601, (b) counsel for the Debtors, Paul Hastings LLP, 200 Park Avenue, New York, New York 10166, Attn: Pedro A. Jimenez, Esq and Irena Goldstein, Esq., (c) counsel to Trustee under the Old Notes, Elizabeth Frayer, Esq., Thompson Hine LLP, 335 Madison Avenue, 12th Floor, New York, NY 10017-4611, and (d) the Office of the United States Trustee for Region 2, 201 Varick Street #1006, New York, New York 10014, Attn: Richard Morrissey, with a copy to the Court's chambers, in each case so as to be received no later than **September 6, 2019 at 4:00 p.m. (prevailing Eastern Time)**. Objections to confirmation of the Plan that are not timely filed, served, and actually received in the manner set forth herein may not be considered and may be deemed overruled.

8. The Debtors and other parties in interest may file and serve (i) as appropriate, replies or omnibus replies to objections that may be filed and served, and (ii) a memorandum in support of confirmation of the Plan, with a copy to the Court's chambers, so as to be received no later than **4:00 p.m. (prevailing Eastern Time) on September 11, 2019**. The Debtors shall file their Plan Supplement also no later than **4:00 p.m. (prevailing Eastern Time) on September 11, 2019**.

9. The schedule of events set forth below relating to confirmation of the Plan is hereby approved in its entirety, and the Court hereby finds the following schedule of events is consistent with the applicable provisions of the Bankruptcy Code and the Bankruptcy Rules:

Proposed Solicitation and Confirmation Schedule	
Voting Record Date	June 14, 2019
Distribution of Solicitation Package	June 17, 2019
Voting Deadline	August 14, 2019
Petition Date	August 19, 2019
Distribution of Confirmation Hearing Notice	August 21, 2019
Objection Deadline	September 6, 2019
Reply Deadline	September 11, 2019
Plan Supplement Deadline	September 11, 2019
Confirmation Hearing	September 17, 2019

10. For the purposes of determining holders of Claims and Interests entitled to vote to accept or reject the Plan, the Voting Record Date (the “Voting Record Date”) is **June 14, 2019**, with respect to holders of Claims in Class A (the “Voting Class”).

11. To be counted as a vote to accept or reject the Plan, all Ballots and Master Ballots must have been properly executed, completed, and delivered to the Balloting Agent by mail, courier, email, or hand delivery, in each case so as to be actually received by no later than **August 14, 2019 at 5:00 p.m. (prevailing Eastern Time)** (the “Voting Deadline”). The Debtors are authorized, in their sole discretion, to extend the Voting Deadline at any time in respect of any particular voter or the Voting Class, as facts and circumstances may require, subject to any necessary approval of this Court.

12. Subject to confirmation of the Plan, the Voting Record Date and the Voting Deadline are approved.

13. Subject to confirmation of the Plan, the Solicitation Procedures utilized by the Debtors for distribution of the Solicitation Package as set forth and described in the Motion and the Disclosure Statement in soliciting acceptances and rejections of the Plan satisfy the requirements of the Bankruptcy Code and the Bankruptcy Rules and are approved.

14. Subject to confirmation of the Plan, the Solicitation Package, including the Ballots and Master Ballots, substantially in the forms attached hereto as Exhibit 2 and Exhibit 3, are hereby approved.

15. Subject to confirmation of the Plan, the procedures used for collection, acceptance, and tabulations of votes to accept or reject the Plan as set forth and described in the Motion and the Disclosure Statement and as provided in the Ballots and Master Ballots are approved.

16. The Debtors are not required to mail a copy of the Plan or Disclosure Statement to holders of Claims or Interests that are unimpaired and conclusively presumed to accept the Plan.

17. The meeting pursuant to section 341(a) and (b) of the Bankruptcy Code shall not be convened; *provided* that the 341 Meeting may be held if the Plan is not confirmed within 60 days after the Petition Date.

18. All time periods set forth in this Order shall be calculated in accordance with Bankruptcy Rule 9006(a).

19. The Debtors and their advisors are authorized to take all actions necessary to effectuate the relief granted pursuant to this Order.

20. Notwithstanding the possible applicability of Bankruptcy Rules 6004(h), 7062, 9014, or otherwise, the terms and conditions of this Order shall be immediately effective and enforceable upon its entry.

21. This Court retains jurisdiction to hear and determine all matters arising from or related to this Order.

Dated: August 21, 2019
White Plains, New York

/s/Robert D. Drain
United States Bankruptcy Judge

Exhibit 1

Confirmation Hearing Notice

PAUL HASTINGS LLP
200 Park Avenue
New York, NY 10166
Telephone: (212) 318-6000
Facsimile: (212) 319-4090
Pedro A. Jimenez
Irena Goldstein

Proposed Attorneys for the Debtors and Debtors-in-Possession

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

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	: Chapter 11
<i>In re:</i>	:
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**NOTICE OF (I) COMMENCEMENT OF JOINT PREPACKAGED CHAPTER 11 CASES,
(II) COMBINED HEARING ON (A) DISCLOSURE STATEMENT AND
(B) CONFIRMATION OF THE JOINT PLAN OF REORGANIZATION
AND RELATED MATTERS, AND (III) SUMMARY OF CHAPTER 11 PLAN**

NOTE: THIS NOTICE CONCERNS THE PREPACKAGED, CHAPTER 11 BANKRUPTCY OF MAXCOM USA TELECOM, INC. AND MAXCOM TELECOMUNICACIONES (THE “DEBTORS”). UNDER THE TERMS OF THE PROPOSED PREPACKAGED CHAPTER 11 PLAN, ONLY THE CLAIMS OF THOSE HOLDING “OLD NOTES” WILL BE IMPAIRED.

IN OTHER WORDS, NEITHER THE CHAPTER 11 PLAN NOR THE DEBTORS’ CHAPTER 11 CASES WILL AFFECT, REDUCE, OR RESTRUCTURE ANY DEBT OR OBLIGATION OWED TO YOU BY THE DEBTORS, UNLESS THAT DEBT OR OBLIGATION IS IN CONNECTION WITH THE OLD NOTES. THE DEBTORS HAVE OBTAINED AUTHORITY FROM THE BANKRUPTCY COURT TO CONTINUE TO PAY ALL OBLIGATIONS (OTHER THAN THE OLD NOTES) AS SUCH OBLIGATIONS BECOME DUE. ANY CREDITOR WHO HAS A QUESTION REGARDING THE CHAPTER 11 SHOULD CONTACT COUNSEL FOR THE DEBTORS, PAUL

¹ The Debtors, together with the last four digits of each Debtor’s tax identification number, are Maxcom USA Telecom, Inc. (7220) and Maxcom Telecomunicaciones, S.A.B. de C.V. (8KT0). The location of Debtor Maxcom Telecomunicaciones, S.A.B. de C.V.’s corporate headquarters and service address are: Guillermo González Camarena, 2000, Centro Ciudad, Santa Fé, Mexico, CDMX. The service address for Debtor Maxcom Telecom USA Inc. is c/o United Corporate Services, Inc., Ten Bank Street, Suite 560, White Plains, NY 10606.

HASTINGS LLP, 200 PARK AVENUE, NEW YORK, NY 10166, ATTENTION: PEDRO A. JIMENEZ, ESQ. AND IRENA GOLDSTEIN, ESQ.

PLEASE TAKE NOTICE THAT:

On August 19, 2019 (the “Petition Date”), Maxcom USA Telecom, Inc. and Maxcom Telecomunicaciones, S.A.B. de C.V., the above-captioned debtors and debtors in possession (the “Debtors”) filed with the United States Bankruptcy Court for the Southern District of New York (the “Bankruptcy Court”) a proposed prepackaged joint chapter 11 plan (the “Plan”) and a proposed disclosure statement (the “Disclosure Statement”) in accordance with sections 1125 and 1126(b) of title 11 of the United States Code (the “Bankruptcy Code”).² You will not receive notice of all documents filed in the Debtors’ chapter 11 cases. Copies of the Plan and the Disclosure Statement may be obtained upon request of the Debtors’ counsel at the address specified below and are on file with the Clerk of the Bankruptcy Court for the Southern District of New York, 300 Quarropas St., White Plains, NY 10601, where they are available for review between the hours of 9:00 a.m. to 4:30 p.m. (prevailing Eastern Time). The Plan and Disclosure Statement also are available for inspection on the website address of the Debtor’s Balloting Agent, Prime Clerk LLC, at <https://cases.primeclerk.com/Maxcom>.

The Plan agreed to by the Debtors and holders of Old Notes will achieve the Debtor’s restructuring goals by reducing the Debtors’ total indebtedness from approximately \$103,378,674,103 million in principal amount to \$56,858,270 of the Old Notes and \$10,337,867 of the Junior PIK Notes. The Plan is a “balance sheet” restructuring and is not intended to affect the Debtors’ day-to-day operations. The Debtors believe that the restructuring will ensure that, for the foreseeable future, cash generated from operations will be sufficient to allow the Debtors to fund their operations and to increase working capital as necessary to support the Debtors’ long-term business plan. ***The holders of Old Notes Claims voted to accept the Plan.*** The Debtors believe that any valid alternative to confirmation of the Plan would result in significant delays, litigation, and additional costs and, ultimately, would jeopardize recoveries for holders of allowed Claims and Interests. Of note, the Plan renders all Other Secured Claims, General Unsecured Claims, Intercompany Claims, and Interests unimpaired and contemplates that such Claims will be paid in full in Cash in the ordinary course of business or on the effective date of the Plan.

The following chart summarizes the treatment provided by the Plan to each class of Claims and Interests and indicates the acceptance or rejections of the Plan by each class entitled to vote.

Class	Claim/Equity Interest	Treatment of Claim/Interest	Impaired or Unimpaired	Entitlement to Vote on the Plan	Projected Recovery under the Plan
A	Old Notes	On the Effective Date or as soon as reasonably practicable thereafter in full	Impaired	Yes	77.4%*

² Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Plan. The statements contained herein are summaries of the provisions contained in the Plan and do not purport to be precise or complete statements of all the terms and provisions of the Plan or documents referred to therein. To the extent there is a discrepancy between the terms herein and the Plan, the Plan shall govern and control. For a more detailed description of the Plan, please refer to the Disclosure Statement.

* Minimum projected recovery per the Plan, consisting of the Senior Notes, the Junior PIK Notes, the cash portion of the consideration, accrued interest through October 1, 2019, and the early participation consideration.

Class	Claim/Equity Interest	Treatment of Claim/Interest	Impaired or Unimpaired	Entitlement to Vote on the Plan	Projected Recovery under the Plan
	Claims	and final satisfaction, settlement, release, and discharge of and exchange for each Allowed Old Notes Claim, each holder of an Allowed Old Notes Claim shall receive its pro rata share of (a) the Senior Notes, the Junior PIK Notes, (b) the Cash Payment (\$100 for each \$1,000 of the principal amount of the Old Notes) and (c) Cash in the amount of interest accrued on the Old Notes up to the Effective Date of the Plan.			
B	Other Secured Claims	Each holder of an Allowed Other Secured Claim shall, at the election of the Debtors, (i) have the legal, equitable and contractual rights of such Holder Reinstated, or (ii) receive, at the option of the Debtors, (A) Cash in an amount equal to such Allowed Other Secured Claim, (B) the property of the Debtors that constitutes the collateral securing such Allowed Other Secured Claim, or (C) such other treatment as renders its Allowed Other Secured Claim Unimpaired.	Unimpaired	No (Deemed to accept)	100%
C	General Unsecured Claims	Holders of Allowed Unsecured Claims shall receive Cash in an amount equal to such Allowed General Unsecured Claims on the later of the Effective Date or in the ordinary course of business of the Debtors in accordance with the terms of the particular transaction giving rise to such Allowed General Unsecured Claim.	Unimpaired	No (Deemed to accept)	100%
D	Intercompany Claims	Each Allowed Intercompany Claim will remain Unimpaired.	Unimpaired	No (Deemed to accept)	100%
E	Interests	The Interests in the Debtors shall be Reinstated.	Unimpaired	No (Deemed to accept)	100%

Discharge, Injunctions, Exculpation, and Releases

Please be advised that the Plan contains certain discharge, release, exculpation, and injunction provisions as follows:

A. Discharge of Claims and Termination of Interests

Except as otherwise provided for in the Plan and effective as of the Effective Date: (a) the rights afforded in the Plan and the treatment of all Claims and Interests shall be in exchange for and in complete satisfaction, discharge, and release of all Claims and Interests of any nature whatsoever, including any interest accrued on such Claims from and after the Petition Date, against the Debtors or any of their assets, property, or Estates; (b) 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; (c) all Claims and Interests shall be satisfied, discharged, and released in full, and the Debtors' liability with respect thereto shall be extinguished completely, including any liability of the kind specified under section 502(g) of the Bankruptcy Code; and (d) all Entities shall be precluded from asserting against the Debtors, the Debtors' Estates, their successors and assigns, and their assets and properties any other Claims or Interests based upon any documents, instruments, or any act or omission, transaction, or other activity of any kind or nature that occurred prior to the Effective Date.

B. Exculpation

No Exculpated Party shall have or incur, and each Exculpated Party is hereby released and exculpated from any Exculpated Claim or any obligation, Cause of Action, or liability for any Exculpated Claim; provided, however, that the foregoing "exculpation" shall have no effect on the liability of any Entity that results from any such act or omission that is determined in a Final Order to have constituted fraud, gross negligence, or willful misconduct; provided, further, that in all respects such Entities shall be entitled to reasonably rely upon the advice of counsel with respect to their duties and responsibilities pursuant to, or in connection with, the Plan. The Exculpated Parties have, and upon Confirmation shall be deemed to have, participated in good faith and in compliance with the applicable provisions of the Bankruptcy Code with regard to the solicitation of acceptances and rejections of the Plan and the making of distributions pursuant to the Plan and, therefore, are not and shall not be liable at any time for the violation of any applicable, law, rule, or regulation governing the solicitation of acceptances or rejections of the Plan or such distributions made pursuant to the Plan.

C. Releases Under the Plan

As of the Effective Date, to the extent permitted by applicable law, each Releasing Party shall be deemed to have conclusively, absolutely, unconditionally, irrevocably, and forever, released and discharged the Debtors, the Reorganized Debtors, the Estates, the Released Parties and each such Entity's successors and assigns, current and former affiliates, subsidiaries, officers, directors, members, principals, employees, agents, financial advisors, attorneys, accountants, investment bankers, consultants, representatives, and other Professionals, solely in their respective capacities as such, and only if such Persons occupied any such positions at any time on or after the Petition Date, from any and all Claims, Interests, obligations, rights, liabilities, actions, causes of action, choses in action, suits, debts, demands, damages, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, judgments, remedies, rights of set-off, third-party claims, subrogation claims, contribution claims, reimbursement claims, indemnity claims, counterclaims, and crossclaims (including all claims and actions against any Entities under the Bankruptcy Code) whatsoever, whether for tort, contract, violations of federal or state securities laws and Avoidance Actions, including any derivative Claims, asserted on behalf of the Debtors, whether known or unknown, foreseen or unforeseen, existing or hereinafter arising, in law, equity, or otherwise, that such Entity asserted or that could possibly have been asserted, or would have been legally entitled to assert (whether individually or collectively), based on or in any way relating to, or in any manner arising from, in whole or in part, the Debtors, the chapter 11 cases, the Old Notes, the Old Notes Indenture, the Old Notes Guarantees, the Subsidiary Guarantee, the Intercompany Trust Agreement, the Intercompany Subordination Agreement, the purchase, sale, or rescission of the purchase or sale of any security of the Debtors or the Reorganized Debtors, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the business or contractual arrangements between the Debtors and any Releasing Party, the restructuring of Claims and Interests prior to or in the chapter 11 cases, the negotiation, formulation, solicitation, or preparation of the Disclosure Statement, the Plan, the Plan Supplement, or related agreements, instruments or other documents, based in whole or in part upon any act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date; provided, however, that the foregoing provisions of Section 8.4 of the Plan shall have no effect on the liability of any of the Released Parties for gross negligence, willful misconduct, fraud, or criminal conduct as determined by a Final Order entered by a court of competent jurisdiction; provided further that nothing in

Section 8.4 of the Plan shall release any post-Effective Date obligations of any party under the Plan or any document, instrument, or agreement executed to implement, or otherwise given effect under, the Plan.

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the release set forth in Section 8.4 of the Plan, which includes by reference each of the related provisions and definitions contained herein, and further, shall constitute the Bankruptcy Court's finding that such release is: (a) important to the Plan; (b) in exchange for the good and valuable consideration provided by the Debtors, the Reorganized Debtors, the Estates and the Released Parties; (b) a good faith settlement and compromise of the Claims released by Section 8.4 of the Plan; (c) in the best interests of the Debtors and all Holders of Claims and Interests; (d) fair, equitable, and reasonable; (e) given and made after due notice and opportunity for hearing; and (f) a bar to any Entity granting a release under Section 8.4 of the Plan from asserting any Claim or Cause of Action released by Section 8.4 of the Plan.

D. "Releasing Party"

"Releasing Party" means each of the following: (a) the Holders of Impaired Claims or Interests that (i) affirmatively vote to accept the Plan or (ii) abstain from voting on the Plan; (b) the Trustee; and (c) with respect to each of the foregoing Entities in clauses (a) through (b), such Entity's successors and assigns, and current and former Affiliates, subsidiaries, officers, directors, members, stockholders, partners, principals, employees, agents, financial advisors, attorneys, accountants, investment bankers, consultants, representatives, and other Professionals, solely in their respective capacities as such.

E. Injunction

Except as otherwise provided herein or for obligations issued pursuant hereto, all Entities that have held, hold, or may hold Claims or Interests that have been released pursuant to Section 8.3 or Section 8.4, discharged pursuant to Section 8.2, or are subject to exculpation pursuant to Section 8.5 are permanently enjoined, from and after the Effective Date, from taking any of the following actions against, as applicable, the Debtors, the Reorganized Debtors, the Released Parties, or the Exculpated Parties: (a) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such Claims or Interests; (b) enforcing, attaching, collecting, or recovering by any manner or means any judgment, award, decree, or order against such Entities on account of or in connection with or with respect to any such Claims or Interests; (c) creating, perfecting, or enforcing any encumbrance of any kind against such Entities or the property or Estates of such Entities on account of or in connection with or with respect to any such Claims or Interests; (d) asserting any right of setoff, subrogation, or recoupment of any kind against any obligation due from such Entities or against the property or Estates of such Entities on account of or in connection with or with respect to any such Claims or Interests unless such Holder has filed a motion requesting the right to perform such setoff on or before the Confirmation Date; and (e) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such Claims or Interests released, exculpated, or settled pursuant to the Plan.

Creditors' Meeting

IN THE EVENT THAT THE PLAN IS NOT CONFIRMED ON OR BEFORE 60 DAYS FROM THE PETITION DATE AND THE COURT DETERMINES THAT A MEETING PURSUANT TO SECTION 341(A) OF THE BANKRUPTCY CODE (THE "CREDITORS' MEETING") IS WARRANTED, THE DEBTORS, AFTER CONSULTATION WITH THE COURT AND THE OFFICE OF THE UNITED STATES TRUSTEE, SHALL FILE AND SERVE A NOTICE OF THE DATE, TIME AND PLACE OF THE CREDITORS' MEETING.

Hearing on Confirmation of the Plan and Adequacy of the Disclosure Statement

The hearing to consider the adequacy of the Disclosure Statement, any objections to the Disclosure Statement, confirmation of the Plan, any objections thereto, and any other matter that may properly come before the Court shall be held before the Honorable Robert D. Drain, United States Bankruptcy Judge, at the United States Bankruptcy Court, 300 Quarropas St., Courtroom 118, White Plains, NY 10601, on September 17 at 2:00 p.m.

(prevailing Eastern Time) (the “Confirmation Hearing”). The Confirmation Hearing may be adjourned or continued from time to time by the Court or the Debtors without further notice other than adjournments announced in open Court or as indicated in any notice, including any notice of agenda of matters scheduled for hearing filed by the Debtors with the Court.

Any objections (each, an “Objection”) to the Disclosure Statement and the Plan, must: (a) be in writing; (b) comply with the Federal Rules of Bankruptcy Procedure and the Local Rules of the United States Bankruptcy Court for the Southern District of New York; (c) state the name and address of the objecting party and the amount and nature of the Claim or Interest beneficially owned by such entity; and (d) state with particularity the legal and factual basis for such objections, and, if practicable, a proposed modification to the Plan that would resolve such objection.

Objections must be filed with the Court and served so as to be **actually received** no later than September 6, 2019 at 4:00 p.m. (prevailing Eastern Time) (the “Objection Deadline”) by: (a) proposed counsel for the Debtors, Paul Hastings LLP, 200 Park Avenue, New York, New York 10166, Attn: Pedro A. Jimenez, Esq. Irena Goldstein, Esq., (b) counsel to Trustee under the Old Notes, Elizabeth Frayer, Esq., Thompson Hine LLP, 335 Madison Avenue, 12th Floor, New York, NY 10017-4611; (c) the Office of the United States Trustee for Region 2, 201 Varick Street #1006, New York, New York 10014, Attn: Linda Rifkin; and (d) those entities who have filed a notice of appearance in the Chapter 11 Case.

UNLESS AN OBJECTION IS TIMELY SERVED AND FILED IN ACCORDANCE WITH THIS NOTICE, IT MAY NOT BE CONSIDERED BY THE COURT.

YOU ARE ADVISED TO CAREFULLY REVIEW AND CONSIDER THE PLAN, INCLUDING THE DISCHARGE, EXCULPATION, RELEASE, AND INJUNCTION PROVISIONS, AS YOUR RIGHTS MIGHT BE AFFECTED.

Dated: August 21, 2019
New York, New York

/s/ Pedro A. Jimenez

Pedro A. Jimenez, Esq.
Irena Goldstein, Esq.
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Proposed Attorneys to the Debtors and Debtors-in-Possession

Exhibit 2

Form of Beneficial Owner Ballot for Class A (Old Notes Claims)

Exhibit 3

Form of Master Ballot