

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF MARYLAND
Greenbelt Division**

In re:)	Chapter 11
)	
Startec Global Communications Corporation,)	Case No. 01-25013 (DK)
Startec Global Operating Company, and)	Case No. 01-25009 (DK)
Startec Global Licensing Company,)	Case No. 01-25010 (DK)
)	
Debtors.)	Jointly Administered Under
)	Case No. 01-25013 (DK)

DEBTORS' JOINT PLAN OF REORGANIZATION, AS AMENDED AND MODIFIED

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EXHIBIT D	[intentionally omitted]
EXHIBIT E	(Schedule of Assumed Contracts)
EXHIBIT F	(Initial Board of Reorganized Holdings)

Pursuant to chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 1101 et seq., Startec Global Communications Corporation, Startec Global Operating Company, and Startec Global Licensing Company, each a Delaware corporation, debtors and debtors in possession in the above-captioned and numbered jointly-administered chapter 11 cases, hereby respectfully propose the following Debtors' Joint Plan of Reorganization, as Amended and Modified, dated January 16, 2004:

ARTICLE ONE
DEFINITIONS AND INTERPRETATIONS

1.1. Definitions. Unless the context requires otherwise, the following words and phrases shall have the meanings set forth below:

1.1.1. Administrative Expense: A right to payment from the Consolidated Debtors constituting a cost or expense of administration of the Chapter 11 Cases of the Consolidated Debtors arising on or after the Filing Date and before the Effective Date under section 503(b) of the Bankruptcy Code that is entitled to priority under section 507(a)(1) of the Bankruptcy Code, including any actual and necessary costs and expenses of preserving one or more of the Consolidated Debtors' Estates, any actual and necessary costs and expenses of operating one or more of the Consolidated Debtors' businesses, and any fees or charges assessed against one or more of the Estates of the Consolidated Debtors under section 1930 of chapter 123 of title 28 of the United States Code.

1.1.2. Allied: Allied Capital Corporation, a Maryland corporation.

1.1.2x Allied-NTFC Settlement: That certain agreement among Allied, NTFC and the Debtors, dated as of December 24, 2003, in which, among other things, Allied and NTFC have agreed to accept the treatment and distributions provided to them in the Plan.

1.1.3. Allied Other Secured Claim: The Claim of Allied arising from that certain promissory note dated April 13, 2001 in the principal amount of \$10,000,000, secured by a Lien on all cash and accounts of the Subsidiary Debtors.

1.1.4. Allied Releasees: Allied and its current and former officers, directors, shareholders, employees, consultants, attorneys and other representatives (solely in their capacity as such).

1.1.4.x Allied Shares: The 19,180,000 shares of New Common Stock to be issued pursuant to Section 6.2.2. of this Plan, which is equal to 68.5% of the New Common Stock to be issued and outstanding on the Effective Date, subject to possible dilution by the exercise of Employee Incentive Options, and by the issuance of Exit Shares and any other equity issued in Reorganized Holdings after the Effective Date.

1.1.5. Allied Unsecured Claim: The Claim of Allied arising from that certain promissory note dated April 13, 2001 in the principal amount of \$10,000,000, not secured by a Lien on any property of any of the Debtors.

1.1.6. Allied Tranche A Claim: The Claim of Allied under the “Tranche A” debtor-in-possession loan in the principal amount of \$16,315,000 made to the Debtors pursuant to, and as defined in, the DIP Facility Agreement.

1.1.7. Allied Tranche B Claim: The Claim of Allied under the “Tranche B” debtor-in-possession loan in the principal amount of \$9,400,000 made to the Debtors pursuant to, and as defined in, the DIP Facility Agreement, which Claim shall Include all accrued, but unpaid, interest and other amounts owing to Allied under the DIP Facility Agreement.

1.1.8. Allowance Date: (a) With respect to a Claim or Administrative Expense Allowed pursuant to Final Order, the date on which such order becomes a Final Order; (b) with respect to a Claim or Administrative Expense Allowed under this Plan, the Effective Date; (c) with respect to a Claim or Administrative Expense Allowed by agreement of the Debtors in accordance with Section 11.2 of this Plan, the date fixed in the agreement as the Allowance Date (or if no such date is specified, the date of the agreement); and (d) with respect to a Claim or Administrative Expense Allowed because no objection is filed thereto by the Claims Objection Deadline or other applicable deadline, the first Business Day after such deadline.

1.1.9. Allowed: With respect to Pre-Petition Claims, (a) any Claim for which a Proof of Claim has been Filed by the Bar Date, (b) any Claim that has been or is hereafter listed in the Schedules as neither disputed, contingent nor unliquidated and for which the claim amount has not been identified as “unknown”, and for which no Proof of Claim has been Filed by the Bar Date, or (c) any Claim allowed pursuant to this Plan, by agreement of the Debtors in accordance with Section 11.2 of this Plan, or by Final Order of the Bankruptcy Court; provided, however, that with respect to any Claim described in clauses (a) or (b) above, such Claim shall be Allowed only if (i) no objection to the allowance thereof has been interposed by the Claims Objection Deadline or within such other applicable period of time fixed by this Plan, the Bankruptcy Code, the Bankruptcy Rules or the Bankruptcy Court or (ii) such an objection has been interposed, but the objection has been withdrawn or the Claim shall have been allowed by a Final Order or by agreement of the Debtors in accordance with Section 11.2 of this Plan (but only if such allowance was not solely for the purpose of voting to accept or reject this Plan). With respect to Administrative Expenses, (a) any Professional Fee Claim allowed by Final Order of the Bankruptcy Court, or (b) any other Administrative Expense that is not disputed by the Debtors or is disputed by the Debtors and is allowed by agreement of the Debtors in accordance with Section 11.2 of this Plan or by Final Order of the Bankruptcy Court. Except as otherwise may be specified in this Plan or a Final Order of the Bankruptcy Court, or as otherwise required under applicable law with respect to an Administrative Expense, the amount of an Allowed Claim shall not include interest on such Claim accruing from and after the Filing Date.

1.1.10. Allowed Claim: A Claim against one of more of the Consolidated Debtors that has been Allowed.

1.1.11. Allowed . . . Claim: An Allowed Claim of the type described.

1.1.12. Alternative Plan: In the event that the Bankruptcy Court declines to substantively consolidate the Estate of Holdings with the Estates of the Subsidiary Debtors in the

manner set forth in Section 9.9(a) or otherwise, or this Plan is not otherwise confirmed as to Holdings, this Plan as applied only to Operating and Licensing.

1.1.13. Applicable Rate: A fixed annual rate of interest to be determined by the Bankruptcy Court or otherwise agreed to by the Reorganized Debtors and the relevant Creditor.

1.1.14. Assets: Any and all real or personal property of any nature, Including any real estate, buildings, structures, improvements, privileges, rights, easements, leases, subleases, licenses, goods, materials, supplies, furniture, fixtures, equipment, work in process, accounts, chattel paper, cash, deposit accounts, reserves, deposits, contractual rights, intellectual property rights, claims, Causes of Action and any other general intangibles of a Consolidated Debtor, as the case may be, of any nature whatsoever, Including all property of the Estates of the Consolidated Debtors pursuant to section 541 of the Bankruptcy Code.

1.1.15. Avaya: Avaya Canada Corp., a corporation organized under the laws of Canada.

1.1.16. Avaya Claim: The Claim in the amount of CAD \$61,186.10 of Avaya arising from that certain Master Procurement Agreement by and between Avaya and Holdings, dated February 14, 2001, the schedules thereto and the purchase orders executed in connection therewith.

1.1.17. Avaya Equipment: The PBX equipment owned by Holdings located in the State of Maryland and Vancouver, Canada, that secures the Avaya Secured Claim.

1.1.18. Avaya Secured Claim: That portion of the Avaya Claim that is secured by a Lien on the Avaya Equipment and that is a Secured Claim, as provided in Section 6.2.4 of this Plan.

1.1.19. Avoidance Action: An action of the Consolidated Debtors pursuant to sections 544, 545, 547, 548, 549, 550, or 553 of the Bankruptcy Code, Including any such action pending as of the Effective Date.

1.1.20. Ballot: The form of ballot accompanying the Disclosure Statement provided to each Holder of a Claim entitled to accept or reject this Plan.

1.1.21. Bankruptcy Code: The Bankruptcy Reform Act of 1978, as amended and codified in title 11 of the United States Code, 11 U.S.C. §§ 101 et seq., and applicable portions of titles 18 and 28 of the United States Code.

1.1.22. Bankruptcy Court: The division of the United States Bankruptcy Court for the District of Maryland (Greenbelt Division) having jurisdiction over the Chapter 11 Cases or any other court having jurisdiction over the Chapter 11 Cases or the applicable proceedings therein.

1.1.23. Bankruptcy Rules: The Federal Rules of Bankruptcy Procedure, as amended from time to time, as applicable to the Chapter 11 Cases, promulgated under 28 U.S.C. § 2075 and as supplemented by the Local Rules of the Bankruptcy Court.

1.1.24. Bar Date: With respect to all Creditors other than Governmental Units, (a) April 8, 2002, the date fixed by order of the Bankruptcy Court by which any Proof of Claim must be Filed, (b) September 3, 2002 for those Creditors as to whom the Bar Date has been extended to such date pursuant to the Special Bar Date Order, or (c) such other date by which a Proof of Claim must be Filed as fixed by this Plan, Final Order of the Bankruptcy Court, the Bankruptcy Code, or the Bankruptcy Rules. With respect to Governmental Units, (a) June 12, 2002 or (b) September 3, 2002 for the Governmental Units as to whom the Bar Date has been extended to such date pursuant to the Special Bar Date Order, or (c) such other date by which a Proof of Claim must be filed as fixed by Final Order of the Bankruptcy Court, the Bankruptcy Code, or the Bankruptcy Rules.

1.1.25. Board: The board of directors of a Debtor or a Reorganized Debtor, as applicable.

1.1.25x Bondholder Shares: The 700,000 shares of New Common Stock to be issued pursuant to the terms of this Plan, which is equal to 2.5% of the New Common Stock to be issued and outstanding on the Effective Date, subject to possible dilution by the exercise of Employee Incentive Options, and by the issuance of Exit Shares and any other equity in Reorganized Holdings issued after the Effective Date.

1.1.26. By-Laws: The By-Laws of a Debtor in effect as of the Filing Date.

1.1.27. Business Day: Any day, other than a Saturday, Sunday or legal holiday (as defined in Bankruptcy Rule 9006(a)).

1.1.28. Cash: United States currency, a certified check, a cashier's check or a wire transfer of good funds from any source, or a check drawn on a domestic bank by a Debtor, a Reorganized Debtor or other Entity making any distribution under this Plan.

1.1.29. Catch-up Distribution Date: The six (6) month anniversary of the Effective Date and, if necessary, each six (6) month anniversary thereafter.

1.1.30. Cause of Action: Any action, cause of action, suit, account, controversy, agreement, promise, right to legal remedies, right to equitable remedies, right to payment, or claim, whether known or unknown, reduced to judgment, not reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, secured, unsecured and whether asserted or assertable directly or derivatively, in law, equity or otherwise.

1.1.31. Chapter 11 Cases: The cases under chapter 11 of the Bankruptcy Code, commenced by Holdings, Operating and Licensing in the Bankruptcy Court on December 14, 2001.

1.1.32. CIT: CIT Communications Finance Corporation, a Delaware corporation.

1.1.33. CIT Claim: The Claim by CIT arising from its pre-petition capital equipment leases with Operating.

1.1.34. CIT Equipment: The Definity G3R manufactured by Lucent Technologies, Inc. and located in the State of Maryland that secures the CIT Claim.

1.1.35. CIT Secured Claim: That portion of the CIT Claim that is secured by a Lien on the CIT Equipment and that is a Secured Claim as provided in Section 6.2.6 of the Plan.

1.1.35x. CIT Settlement Agreement: That certain Settlement Agreement, dated May 14, 2003, between Operating and CIT.

1.1.36. Claim: A claim (as defined in section 101(5) of the Bankruptcy Code) against any Consolidated Debtor, whether or not asserted, Including: (a) any right to payment from a Consolidated Debtor whether or not such right is reduced to judgment, liquidated, unliquidated, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured; or (b) any right to an equitable remedy for breach of performance if such performance gives rise to a right of payment from a Consolidated Debtor, whether or not such right to an equitable remedy is reduced to judgment, fixed, contingent, matured, unmatured, disputed, undisputed, secured or unsecured.

1.1.37. Claims Objection Deadline: As to any Pre-Petition Claim, the date that is (90) days after the Effective Date or ninety (90) days after the Filing of the Proof of Claim for such Claim, whichever is later, or such other date determined by the Bankruptcy Court by Final Order.

1.1.38. Class: A class of Claims or Equity Interests designated pursuant to this Plan.

1.1.39. Committee Avoidance Action: The action Filed against NTFC and Allied by the Creditors' Committee on July 30, 2002, as it may be amended, styled The Official Committee of Unsecured Creditors of Startec Global Comm., et. al. v. NTFC Capital Corporation and Allied Capital Corporation, Adv. Pro. No. 02-1261.

1.1.40. Committee Releasees: Each member, consultant, attorney, accountant, financial advisor or other representative of the Creditors' Committee, solely in their capacity as such, but excluding VSNL with respect to any VSNL Causes of Action.

1.1.41. Confirmation: The entry of the Confirmation Order, subject to all conditions specified in Section 13.1 of this Plan having been satisfied or waived by the Debtors.

1.1.42. Confirmation Date: The date upon which the Confirmation Order is entered by the Bankruptcy Court on its docket, within the meaning of Bankruptcy Rules 5003 and 9021.

1.1.43. Confirmation Hearing: The hearing held by the Bankruptcy Court pursuant to section 1128(a) of the Bankruptcy Code with respect to the confirmation of this Plan pursuant to section 1129 of the Bankruptcy Code.

1.1.44. Confirmation Order: The order of the Bankruptcy Court confirming this Plan pursuant to section 1129 of the Bankruptcy Code.

1.1.45. Consolidated Debtors:

- (a) If the Consolidated Plan is confirmed, the Debtors; or
- (b) If the Alternative Plan is confirmed, the Subsidiary Debtors only.

1.1.46. Consolidated Plan: In the event that the Bankruptcy Court substantively consolidates the Estate of Holdings with the Estates of the Subsidiary Debtors in the manner set forth in Section 9.9(a) or otherwise, or this Plan is otherwise confirmed as to all Debtors, this Plan as applied to Holdings, Operating and Licensing.

1.1.47. Consummation: The performance of the acts necessary for the effectiveness of this Plan as of the Effective Date.

1.1.47x. Continued Indemnity Obligation: The Debtors' obligations to indemnify and/or provide contribution to certain directors, officers, agents, employees and representatives of the Debtors as set forth, subject to the terms and conditions specified, and to the extent provided in Section 9.8 of the Plan.

1.1.48. Convenience Class: Each Holder of a General Unsecured Claims (a) whose General Unsecured Claims, in the aggregate for each such Holder, are Allowed in an amount not in excess of \$20,000, or (b) who elects, on a Ballot timely submitted to accept or reject this Plan, to reduce its Allowed General Unsecured Claims, in the aggregate for each such Holder, to \$20,000 and to exchange and release such reduced Allowed Claim for an Allowed Convenience Class Claim of the same reduced amount; provided, however, the Convenience Class shall not include any of the Holders of Claims covered by clause (b) above if the inclusion of such Holders of Claims in the Convenience Class would cause the aggregate distribution to the Convenience Class under Section 6.3.3 of this Plan to (or otherwise such aggregate distribution would) exceed \$300,000, or such higher aggregate distribution amount as the Consolidated Debtors elect.

1.1.49. Creditor: Any Entity that is a Holder of a Pre-Petition Claim against a Debtor.

1.1.50. Creditors' Committee: The official committee of unsecured Creditors appointed in these Chapter 11 Cases pursuant to section 1102(a) of the Bankruptcy Code on January 10, 2002, as the same may be constituted from time to time.

1.1.51. Debtor Releasees: The Consolidated Debtors' current and former (as of the Effective Date) officers, directors, shareholders, employees, consultants, attorneys, accountants, financial advisors and other representatives (solely in their capacity as such), but, notwithstanding anything to the contrary contained herein, excluding (a) Mukunda, unless the Mukunda Note, Claim and Separation Agreement shall have been fully executed and is in effect on the Effective Date, and (b) any former officers, directors, shareholders, employees, consultants, attorneys, accountants, financial advisors and other representatives as to whom any of the Debtors were as of the Filing Date, or are as of the Effective Date, on the opposite side in ongoing litigation (either as plaintiff or defendant), Including litigation relating to any Proof of

Claim or objection to a Proof of Claim filed in Bankruptcy Court, not resolved pursuant to this Plan.

1.1.52. Debtors: Holdings, Operating and Licensing.

1.1.53. DIP Facility Agreement: The postpetition loan facility agreement, dated as of December 17, 2001, as amended from time to time, between the Debtors (and Non-Debtor Subsidiaries) and Allied, providing debtor-in-possession financing in the aggregate principal amount of \$25,715,000, as approved by the Final DIP Order.

1.1.54. Disallowed Claim: A Pre-Petition Claim, or any portion thereof, that (a) has been disallowed by a Final Order of the Bankruptcy Court (or by agreement of the Holder of the Claim to withdraw or treat such Claim or any portion thereof as disallowed), or (b) has not been Scheduled by the Debtor or is Scheduled at zero or as contingent, disputed or unliquidated or with the Claim amount identified as “unknown” and as to which the Bar Date has passed but no Proof of Claim has been filed or deemed timely filed with the Bankruptcy Court pursuant to either the Bankruptcy Code or any Final Order of the Bankruptcy Court.

1.1.55. Disclosure Statement: The Debtors’ Disclosure Statement for this Plan, as amended, supplemented, or modified from time to time that is prepared and distributed in accordance with the Bankruptcy Code and Bankruptcy Rules and other applicable law.

1.1.56. Disputed . . . Claim: A Pre-Petition Claim, or any portion thereof, of the type described that is neither an Allowed Claim nor a Disallowed Claim.

1.1.57. Distribution Record Date: November 22, 2002 or such other date as may be fixed by the Confirmation Date by the Bankruptcy Court.

1.1.58. Effective Date: The first Business Day on or after the Confirmation Date on which (a) no stay of the Confirmation Order is in effect (which date may be before the expiration of the 10-day period specified in Bankruptcy Rule 3020(e) if so requested by the Reorganized Debtors and ordered by the Bankruptcy Court); and (b) all conditions to the effectiveness of this Plan and Consummation specified in Section 13.2 hereof have been satisfied or waived, or such later date as the Debtors may determine prior to the entry of the Confirmation Order.

1.1.59. Eligible Employees: Those employees of the Reorganized Debtors eligible to receive Employee Incentive Options and/or to participate in the Employee Incentive Plan, as determined by the Board of Reorganized Holdings.

1.1.60. Employee Incentive Options: Options to purchase up to 4,941,177 shares of New Common Stock, to be issued to Eligible Employees of the Reorganized Debtors pursuant to the terms and conditions of the Employee Incentive Plan as soon after the Effective Date as reasonably practicable and divided into three tranches of equal number of shares. The first tranche, consisting of 1,647,059 of the Employee Incentive Options, shall be exercisable at \$0.68 per share; the second tranche, consisting of 1,647,059 of the Employee Incentive Options, shall be exercisable at \$1.20 per share; the third tranche, consisting of 1,647,059 of the Employee Incentive Options, shall be exercisable at \$1.72 per share. Subject to applicable law, the first

tranche of options will vest on the date of grant; the second tranche of options will vest on the first anniversary of the Effective Date; and the third tranche will vest on the second anniversary of the Effective Date. These exercise prices and the vesting dates shall be subject to adjustment upon the approval of the Board of Reorganized Holdings after the Effective Date.

1.1.61. Employee Incentive Plan: The equity incentive plan, which will be established on (or as soon thereafter as is reasonably practicable) the Effective Date for Eligible Employees of the Reorganized Debtors pursuant to which, among other things, such Eligible Employees will be issued the Employee Incentive Options.

1.1.62. Entity or Entities: One or more entities as defined in section 101(15) of the Bankruptcy Code.

1.1.63. Equity Interest: Any equity interest in a Debtor, including shares of common stock and rights, options, warrants, calls, subscriptions or other similar rights or agreements, commitments or outstanding securities obligating a Debtor to issue, transfer or sell any shares of capital stock of a Debtor.

1.1.64. Estate: The estate of each Debtor established pursuant to section 541 of the Bankruptcy Code upon the commencement of its respective Chapter 11 Case.

1.1.64x Exit Facility: A revolving loan facility, which may be provided by one or more Entities to the Reorganized Debtors as of the Effective Date, with a maximum principal amount of \$5,000,000 (except as may otherwise be agreed by Allied and NTFC) pursuant to Section 9.2 of this Plan, the payment of which shall be the obligation of some or all of the Reorganized Debtors (or some or all of the Non-Debtor Subsidiaries), and may be secured by a Lien on such Reorganized Debtors' (or the Non-Debtor Subsidiaries') accounts receivable or other Assets, which Lien may be senior to the Liens securing the Modified Allied Secured Note and the Modified NTFC Secured Note under the Post-Reorganization Credit Agreement.

1.1.64y Exit Shares: A fixed number of shares of New Common Stock, which may be issued by Reorganized Holdings to obtain for the Reorganized Debtors \$5,000,000 in Cash, issuable to one or more Entities pursuant to Section 9.2 of this Plan, equal to up to 20.83% of the New Common Stock issued and outstanding on the Effective Date, subject to possible dilution by the exercise of Employee Incentive Options, and by the issuance of any other equity in Reorganized Holdings issued after the Effective Date.

1.1.65. File or Filed: File or filed with the Bankruptcy Court in the Chapter 11 Cases.

1.1.66. Filing Date: December 14, 2001, which was the date on which each of the Debtors Filed a voluntary petition for relief commencing the Chapter 11 Cases.

1.1.67. Final Decree: The decree contemplated under Bankruptcy Rule 3022.

1.1.68. Final DIP Order: The Final Order Pursuant to Section 364 of the Bankruptcy Code and Bankruptcy Rule 4001 Authorizing Postpetition Financing, Granting Secured, Superpriority Claims and Liens, Authorizing and Approving the Use of Cash Collateral

and Granting Adequate Protection and Other Relief, entered by the Bankruptcy Court in the Chapter 11 Cases on April 1, 2002, as amended or supplemented from time to time, Including as supplemented by the Final Order dated November 4, 2002 authorizing the Debtors to borrow an additional \$1,900,000 under Tranche B of the DIP Facility Agreement.

1.1.69. Final Order: An order, ruling or judgment of the Bankruptcy Court or any other court of competent jurisdiction as to which the time to appeal, petition for certiorari, or move for reargument or rehearing has expired and as to which no appeal, petition for certiorari, or other proceedings for reargument or rehearing shall then be pending, or as to which any right to appeal, petition for certiorari, reargue, or rehear shall have been waived in writing in form and substance satisfactory to the Debtors or, on and after the Effective Date, the Reorganized Debtors or, in the event that an appeal, writ of certiorari, or reargument or rehearing thereof has been sought, such order of the Bankruptcy Court or other court of competent jurisdiction shall have been upheld or affirmed by the highest court to which such order was appealed, or certiorari, reargument or rehearing shall have been denied and the time to take any further appeal, petition for certiorari or move for reargument or rehearing shall have expired; provided, however, 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 shall not cause such order not to be a Final Order.

1.1.70. GE Capital: GE Capital Corporation, a Delaware corporation and an affiliate of NTFC.

1.1.71. GE Capital Claim: Those Claims in the aggregate amount of \$641,736.46 by GE Capital arising from its pre-petition capital equipment leases with Operating.

1.1.72. GE Capital Equipment: The calling card platform and ascend telecommunications equipment, located in the States of California, Florida, Maryland and New York, that secures the GE Capital Secured Claim.

1.1.73. GE Capital Secured Claim: That portion of the GE Capital Claim that is secured by a Lien on the GE Capital Equipment and that is a Secured Claim as provided in Section 6.2.5 of this Plan.

1.1.73x. GE Settlement Agreement: An agreement to be entered into by the Debtors and GE with respect to the treatment of the GE Capital Secured Claim and the Heller Secured Claim, which agreement shall be submitted to the Bankruptcy Court prior to the date of the Confirmation Hearing.

1.1.74. General Unsecured Claim: Any Claim against any of the Consolidated Debtors that is not an Administrative Expense, a Priority Tax Claim, an Other Priority Claim, the NTFC Secured Claim, the Allied Tranche A Claim, the Allied Tranche B Claim, the Allied Other Secured Claim, the Avaya Claim, the CIT Claim, the GE Capital Claim, the Heller Claim, a Miscellaneous Secured Claim, the Allied Unsecured Claim, a Pre-Petition Note Claim, an Intercompany Claim, or a Subordinated Claim.

1.1.75. Governmental Unit: A government unit as defined in section 101(27) of the Bankruptcy Code.

1.1.76. Heller: GE Capital, in its capacity as successor in interest to Heller Financial Leasing, Inc. and UniCapital Corporation.

1.1.77. Heller Claim: The Claim in the amount of \$1,508,099.11 by Heller arising from its pre-petition capital equipment leases with Operating.

1.1.78. Heller Equipment: The equipment described in pre-petition capital equipment leases between Heller and Operating securing the Heller Secured Claim.

1.1.79. Heller Secured Claim: That portion of the Heller Claim that is secured by a Lien on the Heller Equipment and that is a Secured Claim as provided in Section 6.2.5 of this Plan.

1.1.80. Holder or Holders: One or more Entities holding a right to payment of an Administrative Expense, a Claim or Equity Interest.

1.1.81. Holdings: Startec Global Communications Corporation, a Delaware corporation.

1.1.82. Impaired: With respect to a Claim, Interest, Class of Claims or Class of Interests, a Claim, Interest, Class of Claims or Class of Interests that is impaired within the meaning of section 1124 of the Bankruptcy Code.

1.1.83. Including: Including, but not limited to.

1.1.84. Indenture: The Indenture, dated as of May 21, 1998, as amended, between Holdings, as issuer and the Indenture Trustee pursuant to which the Pre-Petition Notes were issued.

1.1.85. Indenture Trustee: First Union National Bank, as indenture trustee under the Indenture, or its duly appointed successor (if any).

1.1.86. Instrument: Any share of stock, security, promissory note or other “Instrument” within the meaning of that term as defined in section 9-102(47) of the Uniform Commercial Code.

1.1.87. Intercompany Claims:

- (a) If the Consolidated Plan is confirmed, all Intercompany Holdings Claims and Intercompany Subsidiary Claim, or
- (b) If the Alternative Plan is confirmed, all Intercompany Subsidiary Claims and all Intercompany Holdings Claims covered by clause (a) of Section 1.1.88 of this Plan, but not any Intercompany Holdings Claims covered by clause (b) of such Section.

1.1.88. Intercompany Holdings Claims: All Claims (a) held by Holdings against any Subsidiary Debtor, Including all Claims arising as a result of advances made by Holdings to

any Subsidiary Debtor, or (b) held by any Subsidiary Debtor against Holdings, Including all Claims arising as a result of advances made by any Subsidiary Debtor to Holdings.

1.1.89. Intercompany Subsidiary Claims: All Claims held by a Subsidiary Debtor against another Subsidiary Debtor, Including Claims arising as a result of advances made by a Subsidiary Debtor to another Subsidiary Debtor.

1.1.90. Lien or Liens: Any charge against or interest in property to secure payment or performance of a claim, debt, or obligation.

1.1.91. Licensing: Startec Global Licensing Company, a Delaware corporation.

1.1.92. Miscellaneous Secured Claim: Any Claim, other than the Allied Tranche A Claim, the Allied Tranche B Claim, the Allied Other Secured Claim, the NTFC Claim, the Avaya Secured Claim, the CIT Secured Claim, the GE Capital Secured Claim, or the Heller Secured Claim, that is a Secured Claim.

1.1.93. Modified Allied Secured Note: A secured promissory note in the principal amount of \$12,500,000, to be issued to Allied in accordance with the Post-Reorganization Credit Agreement, payable by the Reorganized Debtors and by the Non-Debtor Subsidiaries to the extent such subsidiaries are not prohibited under applicable insolvency law from becoming liable under such note (and having such note payable by such a Non-Debtor Subsidiary would not cause the directors or officers of such Non-Debtor Subsidiary to be personally liable for the debts of such Non-Debtor Subsidiary), having the terms set forth in Exhibit A hereto.

1.1.94. [intentionally omitted]

1.1.95. Modified NTFC Secured Note: A secured promissory note in the principal amount of \$12,500,000, to be issued to NTFC in accordance with the Post-Reorganization Credit Agreement, payable by the Reorganized Debtors and by the Non-Debtor Subsidiaries to the extent such subsidiaries are not prohibited under applicable insolvency law from becoming liable under such note (and having such note payable by such a Non-Debtor Subsidiary would not cause the directors or officers of such Non-Debtor Subsidiary to be personally liable for the debts of such Non-Debtor Subsidiary), having the terms set forth in Exhibit A hereto.

1.1.95x Mukunda: Ram Mukunda, the President of the Debtors.

1.1.96. Mukunda Claim: The Pre-Petition Claim of Mukunda, as reflected in the Proof of Claim Filed April 8, 2002 against the Consolidated Debtors.

1.1.97. Mukunda Note: That certain promissory note dated October 8, 1998, as amended, in the principal amount of \$1,062,016.88, between Mukunda, as maker, and Operating, as payee.

1.1.98. Mukunda Note, Claim and Separation Agreement: A potential agreement by and between the Reorganized Debtors and Mukunda incorporating a settlement

and compromise under Bankruptcy Rule 9019 and section 1123(b)(3)(A) of the Bankruptcy Code and providing, among other things, for, each as of the Effective Date, (a), except as otherwise provided in such agreement, the release by Reorganized Operating and the other Reorganized Debtors of any claims against Mukunda relating to or arising under the Mukunda Note or otherwise relating to the Debtors; (b) except as otherwise provided in such agreement, the release by Mukunda of the Mukunda Claim and all other Claims by Mukunda against any of the Reorganized Debtors (and the Non-Debtor Subsidiaries); and (c) Mukunda's resignation as an officer, director and employee of the Reorganized Debtors (and any of the Non-Debtor Subsidiaries), his separation from the Reorganized Debtors (and the Non-Debtor Subsidiaries), and the payment of any severance to Mukunda.

1.1.99. New Common Stock: 50,000,000 shares of voting common stock of Reorganized Holdings, par value \$0.01 per share, to be authorized by the Reorganized Holdings Certificate of Incorporation, of which 28,000,000 shares shall be issued on the Effective Date as Allied Shares, Bondholder Shares, NTFC Shares, and Trade Debt Shares.

1.1.100. New Holdings: A Delaware corporation to be named "Startec Global Communications Holding Company," which will be incorporated on or before the Effective Date if the Alternative Plan is confirmed.

1.1.101. [intentionally omitted]

1.1.102. New Subsidiary Certificates of Incorporation: The new certificates or articles of incorporation or formation or an amendment to the current certificates or articles for each of the Reorganized Debtors other than Reorganized Holdings.

1.1.103. New Subsidiary Stock: One thousand (1,000) shares of voting common stock of each of the Subsidiary Debtors, par value \$0.01 per share, to be authorized by the New Subsidiary Certificates of Incorporation and issued by such Subsidiary Debtors, on or as soon as reasonably practicable after the Effective Date, to New Holdings if the Alternative Plan is confirmed.

1.1.104. [intentionally omitted]

1.1.105. Non-Debtor Subsidiary: Any corporation that is directly or indirectly wholly owned or controlled by a Debtor or Reorganized Debtor and which is not one of the Debtors.

1.1.106. NTFC: NTFC Capital Corporation, a Delaware corporation.

1.1.106x. NTFC-Allied Action: The action Filed by NTFC against Allied on or about March 31, 2003, as it may be amended, styled NTFC Capital Corporation v. Allied Capital Corporation, Adv. Pro. No. 03-1135.

1.1.107. NTFC Claim: The Claim in the amount (as of the Filing Date) of \$38,848,464.71 by NTFC arising from its pre-petition secured loan to Holdings, secured by Liens on all or substantially all Assets of Operating and Startec Global Communications UK LTD. and by a pledge by Holdings of the stock of Operating, pursuant to that certain Loan and

Security, dated as of December 31, 1998, by and between NTFC and Startec Global Communications Corporation (Maryland), and all amendments thereto and related documents.

1.1.108. NTFC Releasees: NTFC and its current and former affiliates, officers, directors, shareholders, employees, consultants, attorneys and other representatives (solely in their capacity as such).

1.1.108x. NTFC Secured Claim: That portion of the NTFC Claim that will be treated as a Secured Claim under this Plan, which portion shall equal the sum of (a) \$12,500,000 plus (b) the value of the NTFC Shares.

1.1.108y NTFC Shares: The 6,720,000 shares of New Common Stock to be issued pursuant to the terms of this Plan, which is equal to 24% of the New Common Stock to be issued and outstanding on the Effective Date, subject to possible dilution by the exercise of Employee Incentive Options, and by the issuance of Exit Shares and any other equity in Reorganized Holdings issued after the Effective Date.

1.1.108z. NTFC Unsecured Claim: That portion of the NTFC Claim that will be treated as a General Unsecured Claim under this Plan, which portion shall equal the difference between the amount of the NTFC Claim and the NTFC Secured Claim.

1.1.109. Old Holdings By-Laws: The by-laws of Holdings in effect as of the Filing Date, with such amendments as are necessary to conform to Section 9.7 of the Plan.

1.1.110. Old Holdings Certificate of Incorporation: The certificate of incorporation of Holdings in effect as of the Filing Date.

1.1.111. Old Holdings Common Stock: The common stock of Holdings, par value \$.01 per share, issued and outstanding as of the Filing Date.

1.1.112. Old Holdings Equity Interest: Any Equity Interest evidenced by Old Holdings Common Stock and any other Equity Interest in Holdings.

1.1.113. Order: An order or judgment of the Bankruptcy Court as entered on the docket in the Chapter 11 Cases.

1.1.114. Operating: Startec Global Operating Company, a Delaware corporation.

1.1.115. Other Priority Claim: Any Claim against the Consolidated Debtors accorded priority in right of payment under section 507(a) of the Bankruptcy Code, other than a Priority Tax Claim or an Administrative Expense.

1.1.116. Plan: This Plan of Reorganization, Including, as applicable, the Alternative Plan or the Consolidated Plan, together with all exhibits and schedules hereto, as it may be amended or modified from time to time in accordance with this Plan, the Bankruptcy Code and the Bankruptcy Rules.

1.1.117. Plan Documents: The documents (other than this Plan) and instruments to be issued, executed, delivered, assumed and/or performed in conjunction with Consummation of this Plan as of, or as soon as reasonably practicable after, the Effective Date, Including the Modified Allied Secured Note, the Modified NTFC Secured Note, the Post-Reorganization Credit Agreement (Including all documents necessary to create, continue or perfect valid security interests thereunder), the Mukunda Note, Claim and Separation Agreement, the Senior Executive Employment Agreements, the New Subsidiary Certificates of Incorporation, the Reorganized Holdings Certificate of Incorporation, the Reorganized Holdings By-Laws, and the Employee Incentive Plan.

1.1.118. Post-Reorganization Credit Agreement: An agreement by and among the Reorganized Debtors, Allied and NTFC governing the secured debt obligations represented by the Modified Allied Secured Note and the Modified NTFC Secured Note, which agreement shall contain the terms and conditions set forth in Exhibit A hereto and shall otherwise be in form and substance acceptable to the Reorganized Debtors, Allied and NTFC.

1.1.119. Pre-Petition Claim: A Claim arising before the Filing Date or a Claim of the kind specified in sections 502(g), 502(h) or 502(i) of the Bankruptcy Code.

1.1.120. Pre-Petition Note Claims: Any and all Claims of the Indenture Trustee and Holders of Pre-Petition Notes arising under or relating to the Indenture, the Pre-Petition Notes or the transactions, agreements or instruments upon which the Pre-Petition Notes are based, Including any and all Claims asserted by the Indenture Trustee in the Proof of Claim in the amount of \$171,200,000.00, dated March 29, 2002 or any amendment or replacement thereof.

1.1.121. Pre-Petition Notes: The 12% Senior Notes due 2008 that were issued by Holdings pursuant to the Indenture.

1.1.122. Priority Tax Claim: A Claim of a Governmental Unit against the Consolidated Debtors entitled to priority of payment under section 507(a)(8) of the Bankruptcy Code.

1.1.123. Professional: An Entity (a) employed by the Consolidated Debtors or the Creditors' Committee pursuant to a Final Order of the Bankruptcy Court in accordance with sections 327 and 1103 of the Bankruptcy Code and to be compensated for services rendered on or after the Filing Date and prior to the Effective Date, pursuant to sections 327, 328, 330 and 331 of the Bankruptcy Code, or (b) for which compensation and reimbursement has been sought before the Bankruptcy Court pursuant to section 503(b)(4) of the Bankruptcy Code.

1.1.124. Professional Fee Claim: Those fees and expenses claimed by Professionals in the Chapter 11 Cases of the Consolidated Debtors, pursuant to sections 327, 328, 330, 331 and/or 503(b) of the Bankruptcy Code.

1.1.125. Proof of Claim: A proof of claim Filed in any or all of the Chapter 11 Cases pursuant to section 501 of the Bankruptcy Code and/or any order of the Bankruptcy Court, together with supporting documents.

1.1.126. Pro Rata Share: Proportionately so that, with respect to an Allowed Claim in a particular Class, the ratio of (a)(i) the amount of property distributed on account of the Allowed Claim to (ii) the Allowed amount of such Claim is the same as the ratio of (b) the amount of property distributed on account of all Allowed Claims in the Class in which the particular Claim is included to (ii) the amount of all Claims (Including Disputed Claims, but not Including Disallowed Claims) in that Class.

1.1.127. Remaining Outstanding Portion: The difference between (x) the amount of the Allied Tranche B Claim and the amount of the Allied Tranche A Claim and (y) the Satisfied Portion of the Allied Tranche B Claim and the Satisfied Portion of the Allied Tranche A Claim, respectively, if the Alternative Plan is confirmed, as and subject to the terms and conditions specified in Section 9.9(c) of this Plan.

1.1.128. Reorganized Debtors:

- (a) If the Consolidated Plan is confirmed, the Debtors from and after the Effective Date; or
- (b) If the Alternative Plan is confirmed, the Subsidiary Debtors and New Holdings from and after the Effective Date.

1.1.129. Reorganized Holdings: From and after the Effective Date,

- (a) If the Consolidated Plan is confirmed, Holdings from and after the Effective Date.
- (b) If the Alternative Plan is confirmed, New Holdings.

1.1.130. Reorganized Holdings By-Laws: The By-Laws of Reorganized Holdings.

1.1.131. Reorganized Holdings Certificate of Incorporation: The Certificate of Incorporation of Reorganized Holdings, substantially in the form attached hereto as Exhibit C.

1.1.132. Reorganized Operating: Operating from and after the Effective Date.

1.1.133. Satisfied Portion: The difference between (x) the full amount of the Allied Tranche B Claim and the full amount of the Allied Tranche A Claim and (y) the amount by which the Allied Tranche B Claim and the amount of the Allied Tranche A Claim, respectively, are reduced, if the Alternative Plan is confirmed, pursuant to Section 9.9(c)(5)(i) or 9.9(c)(6)(i), as and subject to the terms and conditions specified in Section 9.9(c)(5) and (6), respectively.

1.1.134. Schedule of Assumed Contracts: The schedule of executory contracts and unexpired leases, as it may be amended or supplemented by the Debtors, to be assumed by the Consolidated Debtors submitted in accordance with Section 8.1 of this Plan.

1.1.135. Scheduled: With respect to a Claim, the Claim as listed on the Schedules.

1.1.136. Schedules: The schedules of assets and liabilities that the Debtors have Filed pursuant to section 521 of the Bankruptcy Code and the Bankruptcy Rules, as they may be amended and supplemented from time to time.

1.1.137. Secured Claim: (a) a Claim that is secured by a Lien on property in which the Estates have an interest, which Lien is valid, perfected and enforceable under applicable law or by reason of a Final Order, or that is (subject to Section 10.10(c) of this Plan) subject to setoff under section 553 of the Bankruptcy Code, to the extent of the value of the Creditor's interest in the Estates' interest in such property or to the extent of the amount subject to setoff, as applicable, as determined pursuant to section 506(a) of the Bankruptcy Code, or (b) a Claim Allowed under this Plan as a Secured Claim.

1.1.138. Senior Executive Employment Agreements: The employment agreements, effective on the Effective Date, between Reorganized Operating and certain of the Reorganized Debtors' senior executives, which agreements shall supersede any prior employment agreements with such executives. The principal terms of the Senior Executive Employment Agreements will be provided to the Bankruptcy Court before the Confirmation Hearing.

1.1.139. Special Bar Date Order: The Order (a) Modifying Deadline for Certain Creditors to File Proofs of Claim; and (b) Approving Form and Manner of Notice Thereof, entered by the Bankruptcy Court in the Chapter 11 Cases on July 22, 2002.

1.1.140. Subordinated Claim: Any Claim, whether arising from the sale or issuance of an Equity Interest or otherwise, that is subordinated to the same level as Old Holdings Equity Interests pursuant to section 510(b) of the Bankruptcy Code.

1.1.141. Subsidiary Debtors: Operating and Licensing.

1.1.142. Subsidiary Equity Interests: Any and all Equity Interests in a Subsidiary Debtor outstanding as of the Filing Date.

1.1.142x Trade Debt Shares: The 1,400,000 shares of New Common Stock to be issued pursuant to the terms of this Plan, which is equal to 5% of the New Common Stock to be issued and outstanding on the Effective Date, subject to possible dilution by the exercise of Employee Incentive Options, and by the issuance of Exit Shares and any other equity in Reorganized Holdings issued after the Effective Date.

1.1.143. Uniform Commercial Code: The Uniform Commercial Code as in effect in the State of Maryland as of the date hereof.

1.1.144. [intentionally omitted]

1.1.145. [intentionally omitted]

1.1.146. VSNL Causes of Action: Any Causes of Action the Debtors or the Estates may have against VSNL, Including those set forth in (i) the adversary proceeding commenced in Bankruptcy Court by the Debtors on July 1, 2002 against VSNL, styled Startec Global Communications Corp. vs. Videsh Sanchar Nigam Limited and Comerica Bank, Adv. Pro No. 02-1232 and (ii) the adversary proceeding commenced in Bankruptcy Court by the Debtors on December 11, 2003, against VSNL, styled Startec Global Communications Corp. vs. Videsh Sanchar Nigam Limited, Adv. Pro No. 03-01476.

1.2. Interpretations. Whenever from the context it appears appropriate, 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, the feminine, and the neuter. Unless otherwise defined in this Plan, all accounting terms shall be construed in accordance with generally accepted accounting principles in the United States of America. Unless otherwise specified, all section or exhibit references in this Plan are to the respective section in, or exhibit to, this Plan. Unless otherwise evident, the words “herein,” “hereof,” “hereto,” “hereunder,” and other words of similar import refer to this Plan as a whole and not to any particular section, subsection or clause contained therein. Any capitalized term used herein that is not defined herein shall have the meaning assigned to that term in the Bankruptcy Code. The rules of construction contained in section 102 of the Bankruptcy Code shall apply to this Plan. The headings in this Plan are for convenience of reference only and shall not limit or otherwise affect the provisions hereof. To the extent that there is any inconsistency between any provisions of this Plan and any of the provisions contained in the Plan Documents to be entered into as of the Effective Date, the Plan Documents shall control. To the extent that there is any inconsistency between the provisions contained in this Plan and any description thereof in the Disclosure Statement, this Plan shall control.

ARTICLE TWO

TREATMENT OF ADMINISTRATIVE EXPENSES

2.1. Administrative Expenses. On the latter of (a) the Effective Date (or as soon thereafter as is reasonably practicable), (b) five Business Days after the Allowance Date with respect to such Allowed Administrative Expense, or (c) such later date on which the Consolidated Debtors and the Holder of the Administrative Expense otherwise agree, each Allowed Administrative Expense, other than a Professional Fee Claim, Allied Tranche A Claim or Allied Tranche B Claim, shall receive, on account of and in full and complete settlement, release and discharge of such Allowed Administrative Expense, (a) Cash equal to the unpaid portion of such Allowed Administrative Expense, or (b) such other less favorable treatment as to which the Consolidated Debtors and the Holder of the Administrative Expense shall have agreed upon in writing; provided, however, Allowed Administrative Expenses with respect to liabilities incurred by the Consolidated Debtors in the ordinary course of business during the Chapter 11 Cases shall, at the option of the Consolidated Debtors, be paid in the ordinary course of business in accordance with the terms and conditions of any agreements relating thereto.

2.2. Professional Fees. Each Professional seeking any award in respect of a Professional Fee Claim incurred through and including the Confirmation Date shall be required to file and serve a final application for allowance of compensation and reimbursement of expenses on or before the date that is sixty days after the Effective Date. Within five Business

Days after a Professional Fee Claim is Allowed by Final Order, the Professional shall receive, on account of and in full and complete settlement, release and discharge of its Allowed Professional Fee Claim, (a) Cash equal to the amount awarded to such Professional by Final Order of the Bankruptcy Court, less all amounts previously paid to such Professional pursuant to any order of the Bankruptcy Court providing for payment of interim compensation to Professionals, or (b) such other less favorable treatment as to which the Consolidated Debtors and such Professional shall have agreed upon in writing.

Any reasonable fees and expenses of Professionals or other attorneys, accountants or other professionals retained by the Consolidated Debtors or the Reorganized Debtors for services rendered after the Confirmation Date, Including those for services rendered after the Effective Date relating to objections to Disputed Claims and the implementation of this Plan, shall not require the filing of any applications with the Bankruptcy Court and may be paid by the Reorganized Debtors in the ordinary course of business and without further Bankruptcy Court approval.

2.3. Allied Tranche B Claim. Pursuant to the Allied-NTFC Settlement, on the Effective Date (or as soon thereafter as is reasonably practicable), Allied shall receive, on account of and in full and complete satisfaction, settlement, release and discharge of the Allowed Allied Tranche B Claim, (i) the Modified Allied Secured Note and (ii) if, but only if, the Confirmation Date has not occurred by February 29, 2004 or a reasonable time thereafter, Cash in an amount equal to any unpaid interest under the DIP Facility Agreement at the non-default rate that accrued during the period from and including January 1, 2004 to (but not including) the Effective Date (provided, however, the distribution of the Modified Allied Secured Note specified in clause (i) of this Section 2.3, plus the distribution to Allied of the Allied Shares, shall be deemed in full satisfaction, release and discharge of any Claim that Allied may have for any interest under the DIP Facility Agreement that accrued prior to January 1, 2004 and was unpaid as of January 1, 2004). To the extent that the principal amount of the Modified Allied Secured Note exceeds the Allowed amount of the Allowed Allied Tranche B Claim, the difference shall be allocated to partial satisfaction of the Allied Tranche A Claim as provided in Section 6.2.2 of this Plan.

ARTICLE THREE TREATMENT OF PRIORITY TAX CLAIMS

3.1. Priority Tax Claims. Each Holder of an Allowed Priority Tax Claim shall receive, on account of and in full and complete settlement, release and discharge of such Allowed Priority Tax Claim, at the sole option of the Reorganized Debtors:

- (a) On the latter of (i) the Effective Date (or as soon thereafter as is reasonably practicable), (ii) five Business Days after the Allowance Date with respect to such Allowed Priority Tax Claim, or (iii) the date on which the Consolidated Debtors and the Holder of such Allowed Priority Tax Claim otherwise agree, Cash in an amount equal to such Allowed Priority Tax Claim;
- (b) Beginning on the first anniversary following the Effective Date or such earlier date as the Bankruptcy Court may order, Cash payments made in equal annual (or

more frequent if the Bankruptcy Court so orders or the Consolidated Debtors agree) installments, with the final installment being payable no later than the sixth anniversary of the date of the assessment of such Allowed Priority Tax Claim, in an aggregate amount equal to such Allowed Priority Tax Claim, together with interest on the unpaid balance of such Allowed Priority Tax Claim calculated from the Effective Date through the date of payment at the Applicable Rate; or

- (c) Such other treatment agreed to by the Holder of such Allowed Priority Tax Claim and the Reorganized Debtors.

ARTICLE FOUR CLASSIFICATION OF CLAIMS AND INTERESTS

4.1. Classification of Classes Pursuant to Sections 1122 and 1123(a)(1) of the Bankruptcy Code. Allowed Claims and Equity Interests are classified under this Plan as follows (other than Administrative Expenses and Priority Tax Claims, which are not classified as provided in section 1123(a)(1) of the Bankruptcy Code and are, instead, addressed in Articles Two and Three of this Plan); provided, however, the Alternative Plan is not a plan for Holdings and therefore shall not be deemed to classify Claims in Class 2D or Old Holdings Equity Interests in Class 6, which are Claims and Interests against and in Holdings. A Claim or Interest is placed in a particular Class for the purposes of voting on this Plan and of receiving distributions pursuant to this Plan only to the extent that such Claim or Interest is an Allowed Claim or Interest in that Class and such Claim or Interest has not been paid, released or otherwise settled prior to the Effective Date.

4.2. Claims.

Class 1. Class 1 consists of all Other Priority Claims.

Class 2A. Class 2A consists of the NTFC Secured Claim.

Class 2B. Class 2B consists of the Allied Tranche A Claim.

Class 2C. Class 2C consists of the Allied Other Secured Claim.

Class 2D. Class 2D consists of the Avaya Secured Claim

Class 2E. Class 2E consists of the GE Capital Secured Claim.

Class 2F. Class 2F consists of the Heller Secured Claim.

Class 2G. Class 2G consists of the CIT Secured Claim.

Class 2H. Class 2H consists of all Miscellaneous Secured Claims.

Class 3A. Class 3A consists of all General Unsecured Claims other than those in the Convenience Class.

Class 3B. Class 3B consists of the Allied Unsecured Claim.

Class 3C. Class 3C consists of all General Unsecured Claims in the Convenience Class.

Class 4. Class 4 consists of the Pre-Petition Note Claims.

Class 5. Class 5 consists of all Intercompany Claims.

4.3. Equity Interests.

Class 6. Class 6 consists of all Old Holdings Equity Interests and any Subordinated Claims.

Class 7. Class 7 consists of all Subsidiary Equity Interests.

ARTICLE FIVE
IDENTIFICATION OF CLASSES OF CLAIMS AND INTERESTS
IMPAIRED AND NOT IMPAIRED BY THIS PLAN

5.1. Classes of Claims and Equity Interests Impaired by this Plan and Entitled to Vote. The NTFC Secured Claim (Class 2A), Allied Tranche A Claim (Class 2B), the Allied Other Secured Claim (Class 2C), the Avaya Secured Claim (Class 2D), the GE Capital Secured Claim (Class 2E), the Heller Secured Claim (Class 2F); the CIT Secured Claim (Class 2G), General Unsecured Claims (Class 3A), the Allied Unsecured Claim (Class 3B), the Convenience Class (Class 3C), and Pre-Petition Note Claims (Class 4) are Impaired by this Plan and the Holders of Allowed Claims in such Classes are entitled to accept or reject this Plan; provided, however, if the Alternative Plan is confirmed, Holders of Allowed Claims in Class 2D and Class 4, and any other Holders of Allowed Claims against Holdings, shall be deemed not to be Impaired and shall not be entitled to vote such Claims with respect to the Alternative Plan.

5.2. Classes of Claims and Equity Interests Not Impaired by this Plan and Conclusively Presumed to Accept this Plan. Other Priority Claims (Class 1) are not Impaired by this Plan. Furthermore, the Debtors believe that Miscellaneous Secured Claims (Class 2H) and (provided that the Consolidated Plan, and not the Alternative Plan, is confirmed) the Subsidiary Equity Interests (Class 7) are not Impaired by this Plan, but the Bankruptcy Court has not decided this issue. Under section 1126(f) of the Bankruptcy Code, the Holders of Claims and Equity Interests that are not Impaired are conclusively presumed to accept this Plan. The acceptances of Holders of Other Priority Claims (Class 1) will not be solicited. However, the Debtors shall solicit the votes of any Holders of Claims and Interests in Class 2H and Class 7, pending any determination by the Bankruptcy Court whether such Classes are Impaired and whether the votes of Holders of such Claims and Interests in such Classes will be counted.

5.3. Classes of Claims and Equity Interests Impaired by this Plan and Deemed Not to Have Accepted this Plan. Intercompany Claims (Class 5) and (subject to Section 9.9(c) of this Plan) Old Holdings Equity Interests (Class 6) are Impaired by this Plan and do not receive or retain any property under this Plan provided, however, if the Alternative Plan is confirmed, Holders of Old Holdings Equity Interests (Class 6) shall be deemed not to be Impaired and shall

not be entitled to vote such Equity Interests with respect to the Alternative Plan as confirmed. In addition, if the Alternative Plan is confirmed, the Subsidiary Equity Interests will be Impaired and will not receive any property under this Plan. Under section 1126(g) of the Bankruptcy Code, the Holders of the Intercompany Claims, the Old Holdings Equity Interests (if the Consolidated Plan is confirmed) and the Subsidiary Equity Interests (if the Alternative Plan is confirmed) are deemed not to have accepted this Plan. However, the Holders of the Intercompany Claims and the Subsidiary Equity Interests are co-proponents of and support this Plan.

ARTICLE SIX TREATMENT OF CLAIMS AND INTERESTS

6.1. Other Priority Claims (Class 1).

On the latest of (a) the Effective Date (or as soon thereafter as is reasonably practicable), (b) five Business Days after the Allowance Date for such Other Priority Claim, or (c) the date on which the Consolidated Debtors and the Holder of such Allowed Other Priority Claim otherwise agree, each Holder of an Allowed Other Priority Claim shall receive, on account of and in full and complete settlement, release and discharge of such Allowed Other Priority Claim, (a) Cash equal to the amount of such Allowed Other Priority Claim or (b) such other treatment as to which the Reorganized Debtors and such Holder shall have agreed upon in writing in an amount sufficient to render such Allowed Priority Claim not Impaired under section 1124 of the Bankruptcy Code.

Class 1 is not Impaired and is conclusively presumed to have accepted this Plan.

6.2. Secured Claims.

6.2.1. NTFC Secured Claim (Class 2A).

The NTFC Claim shall be Allowed in the amount of \$38,848,464.71 as of the Filing Date. Pursuant to the Allied-NTFC Settlement, on the Effective Date (or as soon thereafter as is reasonably practicable), NTFC shall receive, on account of and in full and complete settlement, release, and discharge of the NTFC Secured Claim, (A) the Modified NTFC Secured Note, (B) the NTFC Shares, and (C) either (i) an additional fixed number of shares of New Common Stock equal to 26.63% of the Trade Debt Shares and 26.63% of the Bondholder Shares if Class 3A does not accept this Plan; or (ii) an additional fixed number of shares of New Common Stock equal to 26.63% of the Bondholder Shares if Class 3A accepts this Plan but either or both of Class 3C and Class 4 do not accept this Plan or the Alternative Plan is confirmed. The NTFC Unsecured Claim shall be classified in Class 3A and, in respect of the NTFC Unsecured Claim, NTFC shall be entitled to its Pro Rata Share of any distribution of Trade Debt Shares to be made to holders of Allowed Class 3A Claims, provided however, if the Creditors' Committee does not object to the Plan as modified, NTFC has agreed to waive the NTFC Unsecured Claim and shall not receive any distributions in respect of the NTFC Unsecured Claim.

Class 2A is Impaired and is entitled to vote on this Plan.

6.2.2. Allied Tranche A Claim (Class 2B).

The Allied Tranche A Claim shall be Allowed in the amount of \$16,315,000 as of the Filing Date and shall, with Allied's consent, be treated solely for purposes of this Plan as a Secured Claim arising before the Filing Date, not as an Administrative Expense arising on or after the Filing Date. Pursuant to the Allied-NTFC Settlement, on the Effective Date (or as soon thereafter as is reasonably practicable), Allied shall, subject to Allied's election under Sections 6.2.3 and 6.3.2, receive, on account of and (subject to Section 9.9(c) of this Plan) in full and complete settlement, release and discharge of the Allied Tranche A Claim, (A) the Modified Allied Secured Note (if and to the extent the principal amount of such note exceeds the Allowed amount of the Allowed Allied Tranche B Claim under Section 2.3 of this Plan), (B) the Allied Shares; and (C) either (i) an additional fixed number of shares of New Common Stock equal to 73.37% of the Trade Debt Shares and 73.37% of the Bondholder Shares if Class 3A does not accept this Plan; or (ii) an additional fixed number of shares of New Common Stock equal to 73.37% of the Bondholder Shares if Class 3A accepts this Plan but either or both of Class 3C and Class 4 do not accept this Plan or the Alternative Plan is confirmed.

Class 2B is Impaired and is entitled to vote on this Plan.

6.2.3. Allied Other Secured Claim (Class 2C).

Pursuant to the Allied-NTFC Settlement, on the Effective Date (or as soon thereafter as is reasonably practicable), Allied shall, subject to its election right in this subsection, receive, on account of and in full and complete settlement, release, and discharge of the Allied Other Secured Claim, \$1.00 in Cash. All Liens securing the Allied Other Secured Claim shall be deemed released and of no further force and effect, and, except as provided for in the following sentence, no other distributions shall be made in respect of the Allied Other Secured Claim. Allied's agreement to accept the treatment of the Allied Other Secured Claim as set forth above is conditioned upon and in consideration for Allied's right to elect that a portion of the New Common Stock being distributed to Allied under this Plan be distributed on account of Allied's Claim in this Class 2C. Allied shall, on or before six months after the Effective Date, notify the Reorganized Debtors of the number of shares of the New Common Stock that shall be exchanged for the Claim represented in this Class 2C.

Class 2C is Impaired and is entitled to vote on the Plan.

6.2.4. Avaya Secured Claim (Class 2D).

If the Consolidated Plan is confirmed, the Avaya Secured Claim shall be Allowed in the amount of CAD \$30,000. Avaya shall receive, in full and complete settlement, release and discharge of the Avaya Secured Claim, six Cash payments made in equal monthly installments of CAD \$5,000 beginning on the first day of the first full month following the Effective Date, without interest. Avaya shall retain a Lien on the Avaya Equipment to secure the Avaya Secured Claim. On and after the Effective Date, the Avaya Equipment and any other equipment sold or leased by Avaya to Reorganized Holdings shall be deemed owned by Reorganized Holdings, subject to the Lien securing payment of the Avaya Secured Claim, notwithstanding any lease agreements or other documents executed before the Filing Date under which the Holder of the

Avaya Secured Claim purported to retain title to the Avaya Equipment (all such documents shall be of no further force and effect). Upon payment in full of the Avaya Secured Claim, Reorganized Holdings shall own the Avaya Equipment free and clear of such secured Claim and Lien. The Holder of the Avaya Claim shall receive no distribution under this Plan in respect of any amount of the Avaya Claim greater than the amount of the Avaya Secured Claim, and any such deficiency portion of the Avaya Claim shall be discharged in full. Class 2D is Impaired under the Consolidated Plan and is entitled to vote on the Consolidated Plan.

If the Alternative Plan is confirmed, the claims and rights of the Holder of the Avaya Secured Claim vis-à-vis Holdings shall be fully preserved. Class 2D is not Impaired under the Alternative Plan and is therefore not entitled to vote on the Alternative Plan.

6.2.5. GE Capital Secured Claim (Class 2E) and Heller Secured Claim (Class 2F).

On the Effective Date, the GE Capital Claim shall be Allowed in the amount of \$641,736.46, and the Heller Claim shall be Allowed in the amount of \$1,508,099.11. Pursuant to the terms of the GE Settlement Agreement, by the Effective Date (or as soon thereafter as is reasonably practicable), GE, as the Holder of the GE Capital Claim and the Heller Claim, shall receive, on account of and in full and complete settlement, release, and discharge of the GE Capital Secured Claim and the Heller Secured Claim, (a) the return by the Debtors of such GE Capital Equipment and Heller Equipment as the Debtors elect to so return, and (b) a promissory note, payable by some or all of the Reorganized Debtors, in a principal amount equal to the value of the remaining GE Capital Equipment and Heller Equipment to be retained by the Reorganized Debtors, which note shall be secured by such retained equipment and shall otherwise have such terms as the Debtors and GE shall agree upon, as shall be specified in the GE Settlement Agreement. The Holder of the GE Capital Claim and the Heller Claim shall receive no distribution under this Plan in respect of any amount of the GE Capital Claim or the Heller Claim greater than the amount of the GE Capital Secured Claim and the Heller Secured Claim, respectively, and any such deficiency portion of the GE Capital Claim and the Heller Claim shall be discharged in full.

Class 2E and Class 2F are Impaired and entitled to vote on this Plan.

6.2.6. CIT Secured Claim (Class 2G).

On account of and in full and complete settlement, release and discharge of the CIT Secured Claim, the Holder of the CIT Secured Claim shall retain its Lien on the CIT Equipment (until the CIT Secured Claim is paid in full), which shall secure repayment of the CIT Secured Claim, and shall receive, (A) (i) on the first day of the first month following the Effective Date, a Cash payment of \$25,000, (ii) commencing on the first day of the first full month following the Effective Date, monthly Cash payments beginning in the second full month following the Effective Date in the amount of \$10,200 each for 40 months, and (iii) a Cash payment of \$26,000 due 42 months from the Effective Date, and (B) the benefit of all other terms of the CIT Settlement Agreement; provided, however, pursuant to the terms of the CIT Settlement Agreement, any payments that have already been made or are to be made to CIT prior to the Effective Date in accordance with the CIT Settlement Agreement shall be credited, dollar for

dollar, against the last payments otherwise due to CIT under this Section 6.2.6 of the Plan on account of the CIT Secured Claim.

Certain CIT Equipment, as specified in the CIT Settlement Agreement, shall be and/or has been returned by the Debtors to the Holder of the CIT Claim. On and after the Effective Date, all remaining CIT Equipment not returned to CIT or designated for return to CIT under the CIT Settlement Agreement shall be deemed owned by Reorganized Operating, subject to the Lien securing payment of the CIT Secured Claim, notwithstanding any lease agreements or other documents executed before the Filing Date under which the Holder of the CIT Secured Claim purported to retain title to the CIT Equipment (all of such documents shall be of no further force and effect). Upon payment in full of the CIT Secured Claim, Reorganized Operating shall own such remaining CIT Equipment free and clear of such Lien. The Holder of the CIT Claim shall receive no distribution under this Plan in respect of any amount of the CIT Claim greater than amount of the CIT Secured Claim, and any such deficiency portion of the CIT Claim shall be discharged in full.

Class 2G is Impaired and is entitled to vote on this Plan.

6.2.7. Miscellaneous Secured Claims (Class 2H).

On the latest of (i) the Effective Date, (ii) the date on which such Miscellaneous Secured Claim becomes an Allowed Claim, and (iii) the date on which the Consolidated Debtors and the Holder of such Allowed Miscellaneous Secured Claim otherwise agree, at the election of the Consolidated Debtors, each Holder of an Allowed Miscellaneous Secured Claim shall be entitled to receive, on account of such Holder's Allowed Miscellaneous Secured Claim, one of the following treatments: (A) the unaltered legal, equitable and contractual rights to which such Holder of an Allowed Miscellaneous Secured Claim is entitled, (B) such Holder's Allowed Miscellaneous Secured Claim shall be reinstated and rendered unimpaired in accordance with section 1124(2) of the Bankruptcy Code, (C) such other treatment as mutually agreed to by such Holder and the Consolidated Debtors so as not to render such Claim Impaired, or (D) in accordance with Section 1129(b)(2)(A)(i) of the Bankruptcy Code, retention of the Lien securing its Miscellaneous Secured Claim to the extent it is an Allowed Miscellaneous Secured Claim and monthly Cash payments over a period to be approved by the Bankruptcy Court, with interest at the Applicable Rate, commencing in the first full calendar month after the Effective Date totaling at least the amount of the Allowed Miscellaneous Secured Claim, of a value, as of the Effective Date, equal to at least the value of the Lien securing the Miscellaneous Secured Claim.

Each Allowed Miscellaneous Secured Claim shall be deemed to be separately classified in a subclass of Class 2H and shall have all rights associated with separate classification under the Bankruptcy Code.

The Debtors believe that the Claims in Class 2H are not Impaired (except to the extent any such Claim receives the treatment specified in Clause (D) above) and therefore should be conclusively presumed to have accepted this Plan. See Section 5.2 of this Plan.

6.3. Unsecured Claims.

6.3.1. General Unsecured Claims (Class 3A).

If Class 3A accepts this Plan, each Holder of an Allowed General Unsecured Claim in such Class shall, on account of and in full and complete settlement, release and discharge of such Claim, receive as soon as reasonably practicable following the later of the Claims Objection Deadline for all General Unsecured Claims or the Allowance Date for such Allowed General Unsecured Claim, its Pro Rata Share of the Trade Debt Shares.

If Class 3A does not accept this Plan, no New Common Stock shall be issued to Class 3A, each Holder of a Class 3A Allowed General Unsecured Claim shall not receive or retain any property or interest in property on account of such Class 3A Claim, and all Class 3A Claims shall be discharged in accordance with this Plan and section 1141 of the Bankruptcy Code.

Class 3A is Impaired and is entitled to vote on this Plan.

6.3.2. Allied Unsecured Claim (Class 3B).

Pursuant to the Allied-NTFC Settlement, on the Effective Date or as soon thereafter as is reasonably practicable, Allied will receive, on account of and in full and complete settlement, release and discharge of the Allied Unsecured Claim, \$1.00 in Cash. Except as provided in the following sentence, no other distributions will be made in respect of the Allied Unsecured Claims. Allied's agreement to accept the treatment of the Allied Unsecured Claim as set forth above is conditioned upon and in consideration for Allied's right to elect that a portion of the New Common Stock being distributed under this Plan to Allied be distributed on account of Allied's Claim in this Class 3B. Allied shall, on or before six months after the Effective Date, notify the Reorganized Debtors of the number of shares of the New Common Stock that shall be exchanged for the Claim represented in this Class 3B.

Class 3B is Impaired and is entitled to vote on this Plan.

6.3.3. Convenience Class (Class 3C).

If Class 3C accepts this Plan, on the Allowance Date for such Allowed Convenience Class Claims (or as soon thereafter as is reasonably practicable), each Holder of an Allowed Convenience Class Claim shall receive on account of and in full and complete settlement, release and discharge of such Convenience Class Claim, Cash equal to five percent (5%) of the Allowed amount of such Allowed Convenience Class Claim.

If Class 3C does not accept this Plan, no Holder of a Class 3C Allowed General Unsecured Claim shall receive or retain any property or interest in property on account of such Class 3C Claim, and all Class 3C Claims shall be discharged in accordance with this Plan and section 1141 of the Bankruptcy Code.

Class 3C is Impaired and is entitled to vote on this Plan.

6.3.4. Pre-Petition Note Claims (Class 4).

If (a) Classes 3A, 3C and 4 accept this Plan and (b) the Consolidated Plan is confirmed, then, on the Effective Date (or as soon thereafter as is reasonably practicable), each Holder of an Allowed Pre-Petition Note Claim shall receive, on account of and in full and complete settlement, release, and discharge of such Allowed Pre-Petition Note Claim, its Pro Rata Share of the Bondholder Shares.

If any or all of Classes 3A, 3C or 4 do not accept this Plan and the Consolidated Plan is confirmed, no Holder of a Pre-Petition Note Claim shall receive any shares of New Common Stock or receive or retain any property or interest in property on account of such Class 4 Claim, and all Class 4 Claims shall be discharged in accordance with this Plan and section 1141 of the Bankruptcy Code.

If the Alternative Plan is confirmed, the Claims of the Holders of the Pre-Petition Notes Claims vis-à-vis Holdings shall be fully preserved and shall not be affected by the Alternative Plan. The Holders of the Pre-Petition Note have Filed no Proof of Claim, and have no Claim, against the Subsidiary Debtors.

Class 4 is Impaired under the Consolidated Plan and is entitled to vote on the Consolidated Plan.

Class 4 is not Impaired under the Alternative Plan and is not entitled to vote on the Alternative Plan.

6.4. Intercompany Claims (Class 5).

On the Effective Date, all Intercompany Claims will be extinguished and no distributions will be made in respect of such Intercompany Claims.

Class 5 is Impaired and is deemed to have rejected this Plan.

6.5. Old Holdings Equity Interests (Class 6).

On the Effective Date, if the Consolidated Plan is confirmed, all Old Holdings Equity Interests will be extinguished and no distributions will be made in respect of such Old Holdings Equity Interests and all outstanding shares of Old Holdings Common Stock and any options, warrants or other rights to acquire Old Holdings Common Stock shall be cancelled. Class 6 is Impaired under the Consolidated Plan and is deemed to reject the Consolidated Plan.

If the Alternative Plan is confirmed, the Equity Interests of the Holders of Old Holdings Equity Interests in Holdings shall be fully preserved and shall not be affected by the Alternative Plan. Class 6 is not Impaired under the Alternative Plan and is not entitled to vote on the Alternative Plan.

6.6. Subsidiary Equity Interests (Class 7).

If the Consolidated Plan is confirmed, Holdings shall retain the Subsidiary Equity Interests and its respective share or shares of common stock of such Debtors representing such Subsidiary Equity Interests. The Debtors believe that the Claims in Class 7 are not Impaired and therefore should be conclusively presumed to have accepted the Consolidated Plan. See Section 5.2 of this Plan.

If the Alternative Plan is confirmed, on the Effective Date, all Subsidiary Equity Interests will be extinguished and no distribution will be made in respect of such Subsidiary Equity Interests. Class 7 is Impaired under the Alternative Plan and is deemed to have rejected the Alternative Plan.

ARTICLE SEVEN
ACCEPTANCE OR REJECTION OF THIS PLAN; EFFECT OF
REJECTION BY ONE OR MORE IMPAIRED
CLASSES OF CLAIMS OR INTERESTS

7.1. Acceptance by an Impaired Class of Creditors. Consistent with section 1126(c) of the Bankruptcy Code, an Impaired Class of Claims shall have accepted this Plan if this Plan is accepted by Holders of at least two-thirds in dollar amount and more than one-half in number of the Allowed Claims in such Class that have timely and properly voted to accept or reject this Plan by so marking and returning their Ballots.

7.2. Confirmation Pursuant to Section 1129(b) of the Bankruptcy Code. With respect to any Impaired Class that does not accept this Plan, the Debtors intend to request that the Bankruptcy Court confirm this Plan in accordance with section 1129(b) of the Bankruptcy Code.

ARTICLE EIGHT
UNEXPIRED LEASES AND EXECUTORY CONTRACTS

8.1. Assumption and Rejection of Executory Contracts and Unexpired Leases. On the Effective Date, subject to Section 9.8 hereof, all executory contracts and unexpired leases to which any or all of the Consolidated Debtors are a party shall be deemed rejected, except for any executory contracts or unexpired leases that (a) have already, by such date, been assumed or rejected pursuant to Final Order of the Bankruptcy Court, (b) are designated as a contract or lease to be assumed on the Schedule of Assumed Contracts attached as Exhibit E hereto, as such Schedule of Assumed Contracts may be amended from time to time on or prior to the Confirmation Date, or (c) are the subject of a separate motion by the Debtors to assume or reject pursuant to section 365 of the Bankruptcy Code. The Debtors may amend the Schedule of Assumed Contracts at any time on or prior to the Confirmation Date by filing such amendment with the Bankruptcy Court and thereafter serving it on the non-Debtor parties to the executory contracts or unexpired leases added to or deleted from the Schedule of Assumed Contracts.

- (a) On the Effective Date, each executory contract or unexpired lease of any or all of the Consolidated Debtors on the Schedule of Assumed Contracts, as it may be amended from time to time on or prior to the Confirmation Date, shall be assumed by the Consolidated Debtor identified in the Schedule of Assumed Contracts (or,

if none is identified, then by Operating). Each executory contract and unexpired lease assumed pursuant to this Plan by any Consolidated Debtor shall revest in or be assigned to Operating, and shall be fully enforceable by Reorganized Operating on and after the Effective Date.

- (b) Notwithstanding anything to the contrary contained herein, the Consolidated Debtors reserve the right, through the date that is 90 days after the Effective Date, to file a motion, complaint or other pleading with the Bankruptcy Court seeking to “recharacterize” any agreement in the form of a lease of personal or real property as, or declare such an agreement, a financing. To the extent that, in response to such a pleading, the Bankruptcy Court enters a Final Order, either before, on, or after the Effective Date, that any such agreement identified for assumption pursuant to this Plan is, in fact, a financing transaction, the non-Debtor party to the Agreement shall have a Miscellaneous Secured Claim to the extent that its Claim for the indebtedness resulting from the recharacterization is a Secured Claim secured by an unavoidable Lien and, to any other extent, a General Unsecured Claim.

8.2. Bar Date for Rejection Damages. Unless otherwise provided by a Final Order of the Bankruptcy Court entered prior to the Confirmation Date, if the rejection of any executory contract or unexpired lease of any or all of the Consolidated Debtors gives rise to any Claim against any of the Consolidated Debtors, a Proof of Claim with respect to such Claim must be Filed (with a copy served on the Consolidated Debtors) by (a) the deadline for the filing of such Proof of Claim as specified by the Bankruptcy Court in any order granting any motion by the Consolidated Debtors authorizing the rejection of such executory contract or unexpired lease or (b) if such executory contract or unexpired lease is rejected pursuant to this Plan, rather than pursuant to a separate motion, or otherwise no different deadline is established in any order of the Bankruptcy Court, thirty days from the Confirmation Date. Any Entity that fails to File and serve a Proof of Claim with respect to any Claim it has arising from or relating to such a rejection within the period set forth above shall be forever barred from asserting any such Claim against any or all of the Consolidated Debtors, Reorganized Debtors or the property or interests in property of the Consolidated Debtors or Reorganized Debtors. All Claims arising from the rejection of executory contracts or unexpired leases shall be classified as a General Unsecured Claim; provided, however, with respect to any unexpired lease of equipment or other property that is rejected (and that is not “recharacterized” under Section 8.1(c) hereof or that is not addressed in Sections 6.2.4, 6.2.5 or 6.2.6 of this Plan) the equipment or other property shall be returned, following rejection, to the non-Debtor party to the lease.

8.3. Cure of Defaults. Except to the extent that different treatment has been agreed to by the non-Debtor party to any executory contract or unexpired lease to be assumed pursuant to this Plan, the Consolidated Debtors shall, pursuant to sections 365, 1123(a)(5)(G) and 1123(b)(2) of the Bankruptcy Code, within thirty days after the Effective Date (or such other date as the Bankruptcy Court may require), file with the Bankruptcy Court, and serve on the non-Debtor party to each such executory contract or unexpired lease to be assumed, a notice listing the monetary payment or other action the Consolidated Debtors assert is needed under Section 365 of the Bankruptcy Code to cure all defaults by the Consolidated Debtors under the executory contract or unexpired lease to be assumed arising or accruing on or prior to the Effective Date.

The non-Debtor party shall have fifteen days from the date of service of such notice to file with the Bankruptcy Court and serve on the Consolidated Debtors any objection to the proposed monetary cure amount or other cure set forth in the notice served by the Consolidated Debtors. If such an objection is not timely filed and served, the monetary cure amount or other cure set forth in the Consolidated Debtors' notice shall control, the Consolidated Debtors shall pay any such monetary cure amount in Cash and promptly perform any such non-monetary cure (unless the Consolidated Debtors and the non-Debtor party to the executory contract or unexpired lease have agreed to different treatment), and the non-Debtor party shall be forever barred from claiming that any additional monetary cure amount or other cure is owed by any of the Consolidated Debtors under the executory contract or unexpired lease as a result of any default arising or accruing on or prior to the Effective Date. If an objection is timely filed and served by the non-Debtor party to the executory contract or unexpired lease, the Bankruptcy Court shall determine the proper monetary cure amount or other cure in accordance with Section 365 of the Bankruptcy Code. Notwithstanding anything to the contrary contained in this Plan, at all times through the date that is five Business Days after the Bankruptcy Court enters an order resolving and fixing any disputed cure or cure amount, the Consolidated Debtors shall have the right to reject such executory contract or unexpired lease without further Bankruptcy Court Order by providing notice of rejection to the non-debtor party to the executory contract or unexpired lease.

8.4. Post-Petition Executory Contracts and Unexpired Leases. On the Effective Date, all unexpired leases and executory contracts entered into by any or all of the Consolidated Debtors after the Filing Date in the ordinary course of business shall vest in the applicable Reorganized Debtors and shall remain in full force and effect in accordance with their terms or as otherwise provided in this Plan.

ARTICLE NINE

MEANS OF IMPLEMENTATION OF THIS PLAN

9.1. Vesting of Property. Except as otherwise provided in this Plan, on the Effective Date, title to all property of the Consolidated Debtors' Estates shall pass to and vest in the applicable Reorganized Debtors, free and clear of all Claims, Equity Interests, Liens, security interests, charges and other encumbrances. Confirmation of this Plan (subject to the occurrence of the Effective Date) shall be binding and all Holders of a Claim or Equity Interest in the Consolidated Debtors, and the Consolidated Debtors' debts shall, without in any way limiting Section 12.1 of this Plan, be discharged, as and to the full extent provided in section 1141 of the Bankruptcy Code.

9.2. Funding. In order to obtain the necessary funding to make any Cash payments required under this Plan to be made on or about the Effective Date, and to provide working capital, on or before the Effective Date, either (A) the Reorganized Debtors shall obtain the Exit Facility or (B) Reorganized Holdings shall issue the Exit Shares. In addition, from and after the Effective Date, the Reorganized Debtors shall have the right and authority without further Court Order to raise additional capital and obtain additional financing as the Board of Reorganized Holdings deems appropriate.

9.3. Corporate Action for Reorganized Debtors. On the Effective Date (or as soon as reasonably practicable thereafter), Reorganized Holdings shall file with the Secretary of State of

the State of Delaware, in accordance with sections 103 and 303 of the Delaware General Corporation Law, the Reorganized Holdings Certificate of Incorporation and such certificate shall be the certificate of incorporation for Reorganized Holdings. On the Effective Date, the Reorganized Holdings By-Laws shall become the By-Laws of Reorganized Holdings. On the Effective Date (or as soon as reasonably practicable thereafter), the Reorganized Debtors (other than Reorganized Holdings) shall file with the Secretary of State of the State of Delaware New Subsidiary Certificates of Incorporation and such New Subsidiary Certificates of Incorporation shall be the certificates of incorporation for the Reorganized Debtors (other than Reorganized Holdings). On the Effective Date, the By-Laws of each Subsidiary Debtor shall become the By-Laws of the respective Reorganized Debtors (other than Reorganized Holdings).

9.4. Implementation. Pursuant to the Confirmation Order and upon Confirmation of this Plan, the Reorganized Debtors shall be authorized to take all necessary or appropriate steps, and perform all necessary or appropriate acts, to consummate the terms and conditions of this Plan. The Reorganized Debtors are hereby authorized to and shall, execute all Plan Documents and such other documents and instruments, and take such other actions, as are necessary or appropriate to effectuate the transactions provided for in this Plan, without the need for any additional approvals, notices, authorizations or consents.

9.5. Issuance of New Securities, Transfer Taxes. The issuance and distribution of the New Common Stock, Employee Incentive Options and, under the conditions specified in Section 9.12, the New Subsidiary Stock, is hereby authorized and directed without the need for any further corporate action, under applicable law, regulation, order, rule or otherwise. In accordance with section 1146(c) of the Bankruptcy Code, the issuance, transfer or exchange of a security, or the making or delivery of an instrument of transfer under this Plan, Including the granting or recording of any Lien (Including a mortgage) on any property under the Post-Reorganization Credit Agreement, the Modified Allied Secured Note, the Modified NTFC Secured Note, the Exit Facility and Exit Shares, or otherwise pursuant to this Plan, and the subsequent refinancing (if any) of the Post-Reorganization Credit Agreement or the Exit Facility within five years after the Effective Date may not be taxed under any law imposing a stamp tax or similar tax, Including a mortgage recording tax.

9.6. Cancellation of Existing Securities and Agreements. On the Effective Date, except as otherwise provided herein, (i) any instrument or document evidencing or creating any indebtedness or obligation of the Consolidated Debtors shall be cancelled, Including, if the Consolidated Plan is confirmed, the Pre-Petition Notes, as well as any security, note, bond, or indenture, of the Consolidated Debtors, Including all certificates or other documents representing Old Holdings Equity Interests if the Consolidated Plan is confirmed and all certificates and other documents representing Subsidiary Equity Interests if the Alternative Plan is confirmed, and (ii) all Intercompany Claims shall be released and discharged (subject to Section 9.9(d)). Notwithstanding the foregoing, the applicable provisions, and any Liens created thereunder, of the Indenture shall continue solely for the purpose of permitting the Indenture Trustee to make the distributions to be made to the Holders of the Pre-Petition Notes, as provided in and subject to Section 6.3.4 of this Plan.

9.7. Board of Directors and Officers of Reorganized Holdings. On the Effective Date, the operation of Reorganized Holdings shall become the general responsibility of the Board of

Reorganized Holdings, subject to, and in accordance with, the Reorganized Holdings Certificate of Incorporation and the Reorganized Holdings By-Laws. The Reorganized Holdings Certificate of Incorporation will provide for, among other things, a Board, consisting of seven members, and one member of the Board of Reorganized Holdings shall include the Chief Executive Officer of Reorganized Holdings. NTFC will be allowed to appoint, at its option, either one voting member or one observing member of the Board of Reorganized Holdings. The initial Board of Reorganized Holdings shall consist of the individuals identified on Exhibit F to this Plan. Such directors shall be deemed elected or appointed, as the case may be, pursuant to the Confirmation Order, but shall not take office and shall not be deemed to be elected or appointed until the occurrence of the Effective Date. The Board of each of the Subsidiary Debtors as of the Confirmation Date shall consist of some of the members of the Board of Reorganized Holdings. Other than Mukunda, the officers of each Consolidated Debtor as of the Confirmation Date shall be the officers of such Reorganized Debtor as of the Effective Date. Those directors of the Consolidated Debtors not continuing in office shall be deemed removed therefrom as of the Effective Date pursuant to the Confirmation Order.

9.8. Survival of Indemnification and Contribution Obligations. Notwithstanding anything to the contrary contained in this Plan or the Reorganized Holdings Certificate of Incorporation, subject to and up to the amount of any available insurance coverage under the Debtors' policies available to indemnify the Debtors for such obligations (subject to reduction as coverage may be used and reduced), the obligations of the Debtors to indemnify and/or provide contribution to their directors, officers, agents, employees and representatives who are serving in such capacity on the Confirmation Date, pursuant to the Old Holdings Certificate of Incorporation, Old Holdings By-Laws, applicable statutes or contractual obligations, in respect of all past, present and future actions, suits, proceedings or claims against any of such directors, officers, agents, employees and representatives, based upon any act or omission related to service with, for or on behalf of the Debtors, whether occurring before or after the Effective Date, shall not be discharged or Impaired by Confirmation or Consummation of this Plan, but rather shall survive unaffected by this Plan and the Confirmation Order and be assumed by the Reorganized Debtors to the extent of such insurance coverage; provided, however, this Continuing Indemnity Obligation may not be provided to (a) Mukunda, unless the Mukunda Note, Claim and Separation Agreement shall have been fully executed and in effect on the Effective Date, and (b) any directors, officers, agents, employees and representatives as to whom any of the Debtors were as of the Filing Date, or are as of the Effective Date, on the opposite side in ongoing litigation (either as plaintiff or defendant). To the extent the Continuing Indemnity Obligation does not, or is insufficient, to render Unimpaired any Claim for indemnity and/or contribution of any of the Debtors' directors, officers, agents, employees and representatives, such person shall be entitled to File a Claim for such indemnity and/or contribution, which Claim, if Allowed, will receive the treatment otherwise provided for in this Plan. Any such Claim must be filed within thirty days after the Confirmation Date (and a copy thereof must be served on the Consolidated Debtors). Any such Claim not filed by such date shall be forever barred, and may not be asserted against the any or all of the Consolidated Debtors, the Reorganized Debtors, or the property or interests in property of the Consolidated Debtors or the Reorganized Debtors.

9.9. Substantive Consolidation for Plan Purposes Only; Procedure.

- (a) Subject to Section 9.9(c), this Plan contemplates entry of the Confirmation Order effecting the substantive consolidation of the Chapter 11 Cases solely for the purposes of all actions associated with Confirmation and Consummation of the Consolidated Plan. On the Confirmation Date or such other date as may be set by a Final Order of the Bankruptcy Court, but subject to the occurrence of the Effective Date: (i) all Intercompany Claims shall be eliminated and extinguished; (ii) all pre-petition cross-corporate guarantees of the Consolidated Debtors shall be eliminated; (iii) any obligation of, and all guarantees thereof executed by, one or more of the Consolidated Debtors shall be deemed to be one obligation of the Consolidated Debtors; (iv) any Claims Filed or to be Filed in connection with any such obligation and such guarantees shall be deemed one Claim against the Consolidated Debtors; (v) each and every Claim Filed in the individual Chapter 11 Case of any of the Consolidated Debtors shall be deemed Filed against the Consolidated Debtors in the consolidated Chapter 11 Cases of the Consolidated Debtors and shall be deemed, subject to the terms of the Consolidated Plan, a single obligation of all of the Consolidated Debtors on and after the Confirmation Date; and (vi) all duplicative Claims (identical in both amount and subject matter) Filed against more than one of the Consolidated Debtors will be automatically expunged (and without the need for the entry of any Order or the filing of any objection), so that only one Claim survives against the Consolidated Debtors, but in no way shall such Claim be deemed Allowed by reason of this Section 9.9. Notwithstanding the provisions of this Section 9.9 or any other provision of this Plan, each Consolidated Debtor shall, as a Reorganized Debtor, continue to exist after the Effective Date as a separate legal entity from all other Reorganized Debtors and shall, subject to the terms of this Plan, retain title to all the Assets such Consolidated Debtor owned immediately prior to the Effective Date. Nothing in this Section 9.9 shall affect the legal and organizational structure of the Reorganized Debtors or limit, modify or otherwise affect the classification of Claims set forth in Article Five of this Plan and the different distributions each such Class is entitled to receive as set forth in Article Six of this Plan.
- (b) This Plan will serve as, and will be deemed to be, a motion for entry of the Confirmation Order, substantively consolidating, subject to the occurrence of the Effective Date, the Chapter 11 Cases for the purposes and subject to the terms of Section 9.9(a) hereof. Pursuant to Bankruptcy Rule 9019 and any applicable state law, and as consideration for the distributions, classifications of Claims, and other benefits provided under this Plan, the provisions of Section 9.9(a) shall constitute a compromise and settlement of any Cause of Action or disputes that could be brought by any Holder of a Claim or Equity Interest asserting that such Claim or Equity Interest would have received more favorable treatment had substantive consolidation not been effected. The Confirmation Order shall constitute the Bankruptcy Court's approval of such compromise and settlement and its finding that this is a good faith compromise and settlement pursuant to applicable law, given and made after due notice and opportunity for a hearing, and shall bar any

Cause of Action by any Holder of a Claim or Equity Interest with respect to any of the matters described in this Section 9.9.

- (c) Notwithstanding anything to the contrary contained herein, in the event that the Bankruptcy Court declines to substantively consolidate the Estate of Holdings with the Estates of the Subsidiary Debtors in the manner set forth in Section 9.9(a) or otherwise declines to confirm this Plan for Holdings, then the Alternative Plan shall be confirmed for the Subsidiary Debtors only. Under the Alternative Plan:
- (1) Neither any Claims against Holdings (Including the Pre-Petition Note Claims and the Avaya Claim) nor the Old Holdings Equity Interest shall be discharged or otherwise affected by this Plan, except as provided in this Section 9.9(c);
 - (2) The Allied Tranche B Claim and the Allied Tranche A Claim, as against Holdings, and Allied's Liens against all Assets of Holdings securing the Allied Tranche B Claim and the Allied Tranche A Claim, shall not be released, discharged or otherwise affected, except as provided in this Section 9.9(c);
 - (3) After the Confirmation Date but before the Effective Date, Holdings shall file a motion with the Bankruptcy Court under section 363 of the Bankruptcy Code to sell the Assets of Holdings, Including Holdings' stock in the Non-Debtor Subsidiaries (but not the Subsidiary Equity Interests), or Allied shall file a motion with the Bankruptcy Court for relief from the stay under section 362 of the Bankruptcy Code and the Final DIP Order to foreclose on its Liens on Holdings' Assets (excluding the Subsidiary Equity Interests) and to conduct a foreclosure sale of such Assets;
 - (4) At such section 363 or foreclosure sale, Allied may credit-bid its Claims under the DIP Facility Agreement as follows: first, Allied may credit-bid all or part of the Allied Tranche B Claim and, second, Allied may credit-bid all or part of the Allied Tranche A Claim;
 - (5) If and to the extent that Allied is the winning bidder at such sale and acquires the Assets of Holdings, Allied will, on or before the Effective Date, contribute all the Assets of Holdings that Allied acquires to Reorganized Holdings, and the following transactions shall be deemed to have occurred:
 - (i) The amount credit-bid by Allied shall be applied dollar-for-dollar, first, to reduce the Allowed amount of the Allied Tranche B Claim and, second, to reduce the Allowed amount of the Allied Tranche A Claim.
 - (ii) The principal amount of the Modified Allied Secured Note shall be reduced, dollar for dollar, by the same amount as the reduction of

the Allied Tranche B Claim and of the Allied Tranche A Claim pursuant to clause (i) of this Section 9.9(c)(5) (up to the full principal amount of the Modified Allied Secured Note).

- (iii) If the amount credit-bid by Allied exceeds the principal amount of the Modified Allied Secured Note, the number of shares of New Common Stock to be issued to Allied under Section 6.2.2 of this Plan shall be reduced by an amount to be agreed upon by the Consolidated Debtors and Allied reflecting the value of the Assets received by Allied through its credit bid and the value of the shares of New Common Stock.
 - (iv) The distributions to be received by Allied under Sections 2.3 and 6.2.2, as reduced pursuant to Section 9.9(c)(5)(ii) and 9.9(c)(5)(iii), shall be deemed in settlement, release and discharge of the Satisfied Portion of the Allied Tranche B Claim and the Satisfied Portion of the Allied Tranche A Claim, respectively. Allied shall be deemed to have retained the Remaining Outstanding Portion of the Allied Tranche B Claim and the Remaining Outstanding Portion of the Allied Tranche A Claim, respectively, which it then credit-bid to acquire the assets of Holdings at the sale described above.
 - (v) In exchange for the Assets contributed to Reorganized Holdings by Allied, the principal amount of the Modified Allied Secured Note shall be increased by the amount by which it was reduced pursuant to clause (ii) of this Section 9.9(c)(5) and the number of shares of New Common Stock to be issued to Allied under Section 6.2.2 of this Plan shall be increased by the amount by which it was reduced pursuant to clause (iii) of this Section 9.9(c)(5). As a result of the transactions contemplated by this Section 9.9(c)(5), Reorganized Holdings will have the same Assets as Holdings did immediately prior to Confirmation, and Allied will receive the same aggregate consideration for the Allied Tranche B Claim and the Allied Tranche A Claim as it would have received had the Consolidated Plan been confirmed.
- (6) If and to the extent an Entity other than Allied is the winning bidder at such sale and acquires any Assets for Cash at such sale, (a) Allied shall receive the net Cash proceeds from the sale up to the total Allowed amount of the Allied Tranche B Claim and the Allied Tranche A Claim, (b) by the Effective Date, Allied shall contribute to Reorganized Holdings the net Cash proceeds it receives from the sale, and (c) the following transactions shall be deemed to have occurred:
- (i) The net Cash proceeds of the sale that Allied receives shall be applied dollar-for-dollar, first, to reduce the Allowed amount of the

Allied Tranche B Claim and, second, to reduce the Allowed amount of the Allied Tranche A Claim.

- (ii) The principal amount of the Modified Allied Secured Note shall be reduced, dollar for dollar, by the same amount as the reduction of the Allied Tranche B Claim and of the Allied Tranche A Claim pursuant to clause (i) of this Section 9.9(c)(6) (up to the fully principal amount of the Modified Allied Secured Note).
 - (iii) If the amount of the net Cash proceeds received by Allied exceeds the principal amount of the Modified Allied Secured Note, the number of shares of New Common Stock to be issued to Allied under Section 6.2.2 of this Plan shall be reduced by an amount to be agreed upon by the Consolidated Debtors and Allied reflecting the value of the New Common Stock as compared to the amount of Cash so received by Allied in excess of the principal amount of the Modified Allied Secured Note.
 - (iv) The distributions to be received by Allied under Sections 2.3 and 6.2.2, as reduced pursuant to Section 9.9(c)(6)(iii) and 9.9(c)(6)(iv), shall be deemed in complete settlement, release and discharge of the Satisfied Portion of the Allied Tranche B Claim and the Satisfied Portion of the Allied Tranche A Claim, respectively. Allied shall be deemed to have retained the Remaining Outstanding Portion of the Allied Tranche B Claim and the Remaining Outstanding Portion of the Allied Tranche A Claim, respectively, which shall have been satisfied by the net Cash proceeds it received in the sale under this Section 9.9(c).
 - (v) In exchange for the contribution of Cash by Allied to Reorganized Holdings provided for in this Section 9.9(c)(6), the principal amount of the Modified Allied Secured Note shall be increased by the amount by which it was reduced pursuant to clause (ii) of this Section 9.9(c)(6), and the number of shares of New Common Stock to be issued to Allied under Section 6.2.2 of this Plan shall be increased by the amount by which it was reduced pursuant to clause (iii) of this Section 9.9(c)(6). As a result of the transactions contemplated by this Section 9.9(c)(6), Reorganized Holdings will receive in Cash the value of the Assets of Holdings held immediately prior to Confirmation, and Allied will receive the same aggregate consideration for the Allied Tranche B Claim and the Allied Tranche A Claim as it would have received had the Consolidated Plan been confirmed.
- (d) Nothing herein shall result in the consolidation of the Non-Debtor Subsidiaries with the Consolidated Debtors or the Reorganized Debtors. Nor shall anything herein be construed to release or discharge any claims that any of the Reorganized

Debtors has or may have against any Non-Debtor Subsidiary (and against Holdings, if the Alternative Plan is confirmed), all of which Claims shall be fully preserved.

9.10. Prior Ownership Changes. If the Alternative Plan is confirmed and, prior to the Effective Date, there has occurred an ownership change (as defined in section 382(g) of the Internal Revenue Code) with respect to the consolidated group of which Holdings is the common parent, and which includes any Subsidiary Debtor, a timely election shall be made by Holdings pursuant to section 1.1502-95 of the U.S. Treasury Regulations to apportion to the Subsidiary Debtors a portion of the consolidated section 382 limitation arising from each such prior ownership change. The amount of the consolidated section 382 limitation to be apportioned to the Subsidiary Debtors for each such prior ownership change shall be the lesser of (a) the total amount of the section 382 limitation arising from the prior ownership change or (b) the amount of the section 382 limitation arising from the ownership change occurring with respect to the Subsidiary Debtors in connection with the transactions effected pursuant to the Alternative Plan, as such amount is reasonably determined by New Holdings and set forth in a notice to Holdings prior to the time the apportionment election is to be made.

9.11. Satisfaction, Release and Extinguishment of DIP Facility Agreement. Subject to Section 9.9(c) and pursuant to the Allied-NTFC Settlement, this Plan and the distributions and benefits to be provided hereunder to Allied and NTFC are in full satisfaction of all Claims, Liens and other rights granted those parties under the DIP Facility Agreement, the Final DIP Order and any and all documents executed pursuant thereto, Including any Claim by Allied to payment of any unpaid interest, principal or other charges or amounts owing under the DIP Facility Agreement. From and after the Effective Date, neither Allied nor NTFC shall have any further Claims, Liens or rights arising under the DIP Facility Agreement, the Final DIP Order and any and all documents executed pursuant thereto.

9.12. New Subsidiary Shares. In the event that the Alternative Plan is confirmed, the New Subsidiary Stock shall be issued to New Holdings on (or as soon as reasonably practicable after) the Effective Date.

9.13. Mukunda Note, Claim and Separation Agreement. On the Effective Date, to the extent that they have agreed on all of its terms, the Reorganized Debtors and Mukunda shall enter into and implement the Mukunda Note, Claim and Separation Agreement. In the event that, by the Effective Date, the Debtors and Mukunda have not agreed on all the terms of the Mukunda Note, Claim and Separation Agreement, on the Effective Date, (a) Mukunda shall no longer be deemed an officer, director or employee of any of the Reorganized Debtors (or of any of the Non-Debtor Subsidiaries) (unless his resignation or termination from all such positions shall have previously occurred), (b) the Reorganized Debtors (and the Non-Debtor Subsidiaries) shall retain all claims they may have against Mukunda, subject to any defenses Mukunda may have, Including any claims for payment of the Mukunda Note, and (c) Mukunda shall retain any Claims he may have against the Debtors or their Estates, subject to any defenses the Debtors may have, Including the Mukunda Claim; provided, however, any such Claims by Mukunda may only be asserted in accordance with, and shall be subject to, all other provisions of this Plan, and Mukunda shall be entitled to receive only such distributions and treatment with respect to any such Claim (if, and to the extent, Allowed) as are provided in this Plan.

9.14. Executive Compensation.

- (a) The Senior Executive Employment Agreements shall be effective as of the Effective Date and such Senior Executive Employment Agreements shall supersede all employment agreements between the Debtors and the senior executives in effect prior to the Effective Date.
- (b) On the Effective Date (or as soon thereafter as is reasonably practicable), Reorganized Holdings shall institute the Employee Incentive Plan, which will provide for the issuance of the Employee Incentive Options.

9.15. Reorganized Debtors' Retention of Claims Against Other Entities. Except as otherwise expressly provided herein, pursuant to section 1123(b)(3) of the Bankruptcy Code, from and after the Effective Date, the Reorganized Debtors shall be deemed the representative of the Estates of the Consolidated Debtors with, and shall retain and have, all rights and authority to continue, pursue or settle, in their discretion and without further Court Order or any additional approvals, notices, authorizations or consents, any and all Causes of Action, Including Avoidance Actions, of the Consolidated Debtors or of their Estates against any Entity, Including all Causes of Action arising out of or relating to all Causes of Action of a trustee and debtor-in-possession under sections 542, 544, 545, 546, 547, 548, 549, 550, and 553 or otherwise under chapter 5 of the Bankruptcy Code. Unless a Cause of Action against any Entity is expressly waived, relinquished, released, compromised or settled as provided or identified in this Plan or any Final Order, the Consolidated Debtors expressly reserve and retain all Causes of Action for continuation or later prosecution or adjudication and, therefore, no preclusion doctrine, Including the doctrines of res judicata, collateral estoppel, issue preclusion, claim preclusion, estoppel (judicial, equitable or otherwise) or laches, shall apply to such causes of action upon or after the Confirmation or Consummation of this Plan. All VSNL Causes of Action will be retained by the Reorganized Debtors and not released by Confirmation or Consummation of the Plan. The Reorganized Debtors shall have sole and complete discretion whether and how to bring, continue, pursue, release, settle, or otherwise handle or resolve any such VSNL Causes of Action, or any Causes of Action, Including Avoidance Actions, of the Consolidated Debtors against any other Entity. From and after the Effective Date, the Reorganized Debtors may settle, withdraw or take any other action with respect to any Cause of Action, Including Any Avoidance Action, without approval of the Bankruptcy Court.

9.16. **Committee Avoidance Action.** As of the Effective Date, the Committee Avoidance Action will be dismissed with prejudice, and all claims asserted therein as against Allied and NTFC shall be released. Pursuant to Section 1123(b)(3) of the Bankruptcy Code, Bankruptcy Rule 9019 and any applicable state law, and as consideration for the distributions and other benefits provided under this Plan, the provisions of this Plan, Including this section 9.16, shall constitute a compromise and settlement of the Committee Avoidance Action. Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval of this settlement, which shall be effective as of the Effective Date.

9.17. NTFC-Allied Action. If the NTFC-Allied Action is still pending on the Effective Date, then, as provided in the Allied-NTFC Settlement Agreement, as of the Effective Date, the

NTFC-Allied Action shall be dismissed with prejudice, and all claims asserted therein by Allied and NTFC shall be released.

9.18. Allied-NTFC Settlement Agreement. The Allied-NTFC Settlement Agreement (if not already effective) shall be effective from and after the Effective Date, Including the releases provided therein. If the Bankruptcy Court has not previously approved the Allied-NTFC Settlement Agreement, entry of the Confirmation Order shall constitute the Bankruptcy Court's approval of the Allied-NTFC Settlement agreement.

9.19. CIT Settlement Agreement. The CIT Settlement Agreement shall be effective from and after the Effective Date. If the Bankruptcy Court has not previously approved the CIT Settlement Agreement, entry of the Confirmation Order shall constitute the Bankruptcy Court's approval of the CIT Settlement Agreement.

9.20. GE Settlement Agreement. The GE Settlement Agreement shall be effective from and after the Effective Date. If the Bankruptcy Court has not previously approved the GE Settlement Agreement, entry of the Confirmation Order shall constitute the Bankruptcy Court's approval of the GE Settlement Agreement.

ARTICLE TEN

PROVISIONS COVERING DISTRIBUTIONS

10.1. Cash Payments. Any Cash payment to be made pursuant to this Plan may be made, at the option of the Reorganized Debtors, by draft, check, wire transfer, or as otherwise required or provided in any relevant agreement or applicable law. Cash payments to foreign Creditors may be made, at the option of the Reorganized Debtors, in such funds and by such means as are necessary or customary in a particular foreign jurisdiction. Cash payments made pursuant to this Plan in the form of checks 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 Debtors as set forth in Section 10.7 below.

10.2. Payment of Statutory Fees. All fees payable pursuant to 28 U.S.C. § 1930 that are due through the Effective Date shall be paid by the Debtors and any such fees payable by the Reorganized Debtors thereafter shall be paid by the Reorganized Debtors as and when due.

10.3. No Interest. Except with respect to Holders of unimpaired Claims or Administrative Expenses to the extent they are entitled to interest under applicable law or as otherwise expressly provided herein, no Holder of an Allowed Claim or Equity Interest shall receive interest on the distribution to which such Holder is entitled hereunder, regardless of whether such distribution is made on the Effective Date or thereafter.

10.4. Fractional Securities. Notwithstanding any other provision of this Plan, only whole numbers of shares of New Common Stock will be issued or transferred, as the case may be, pursuant to this Plan. Reorganized Holdings will not distribute any fractional shares of New Common Stock under this Plan. For purposes of distribution, fractional shares of New Common Stock shall be rounded down to the nearest whole share of New Common Stock.

10.5. Withholding of Taxes. The Reorganized Debtors may withhold from any property distributed under this Plan any property that is subject to withholding for taxes payable by the Entity entitled to such property to the extent required by applicable law. As a condition to making any distribution under this Plan, the Reorganized Debtors or their designee, as the case may be, may request that the Holder of any Allowed Claim provide such Holder's taxpayer identification number and such other certification as may be deemed necessary to comply with applicable tax reporting and withholding laws.

10.6. Surrender of Instruments. As a condition to receiving any distribution under this Plan, at the election of the Reorganized Debtors, each Holder of an Instrument evidencing a Claim must surrender such Instrument to Reorganized Holdings or its designee. Except as may otherwise be agreed by the Reorganized Debtors, any Holder of a Claim that fails to (a) surrender such Instrument or (b) execute and deliver an affidavit of loss and/or indemnity reasonably satisfactory to the Reorganized Debtors or their designee before the later to occur of (i) six months following the Effective Date and (ii) three months following the date such Holder's Claim becomes an Allowed Claim, shall be deemed to have forfeited all rights, Claims, and/or Equity Interests and may not participate in any distribution under this Plan. Upon timely compliance with this Section 10.6, the Holder of a Claim or Equity Interest evidenced by any such lost, stolen, mutilated or destroyed Instrument will, for all purposes under this Plan, be deemed to have surrendered such Instrument.

10.7. Undeliverable or Unclaimed Distributions. In accordance with section 347(b) of the Bankruptcy Code, any Entity that is entitled to receive a Cash distribution under this Plan but that fails to cash a check within 120 days of its issuance shall be entitled to receive a reissued check from the Reorganized Debtors for the amount of the original check, without any interest, if such Entity requests in writing the Reorganized Debtors to reissue such check and provides the Reorganized Debtors with such documentation as the Reorganized Debtors request to verify in their reasonable discretion that such Entity is entitled to such check, prior to the later to occur of (i) the first anniversary of the Effective Date and (ii) six months following the date such Holder's Claim becomes an Allowed Claim. If an Entity fails to cash a check within 120 days of its issuance and fails to request reissuance of such check prior to the later to occur of the dates specified in clause (i) and (ii) of the immediately prior sentence, such Entity shall not be entitled to receive any further distribution under this Plan. If a distribution (whether Cash or shares of New Common Stock) to any Holder of an Allowed Claim is returned to the Reorganized Debtors as undeliverable, no further distributions will be made to such Holder unless and until the Reorganized Debtors or their designee are notified in writing of such Holder's then-current address. After the second anniversary of the Effective Date, all unclaimed property (whether Cash or shares of New Common Stock) shall revert to the Reorganized Debtors and the claim 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.

10.8. Effect of Foreign Proceedings. If any Entity receives, in a foreign proceeding, payment of, or a transfer of property on account of, an Allowed Claim, such Entity may not receive any payment under this Plan on account of such Claim until each of the other Holders of Claims in the same Class has received under this Plan distributions, based on such other Holders' Pro Rata Share, equal in value to the consideration received by such Entity in the foreign proceeding.

10.9. Distributions to Holders of Class 4 Claims.

- (a) All distributions (if any) of New Common Stock on account of Class 4 Pre-Petition Note Claims shall be made to the Indenture Trustee for further distribution to individual Holders of Class 4 Pre-Petition Note Claims. Any such distribution of New Common Stock by the Indenture Trustee shall be made pursuant to the terms of this Plan and the Indenture. The Indenture Trustee shall be solely responsible for all stock distributions to Holders of Allowed Pre-Petition Note Claims and no such Holder shall have any claim against the Reorganized Debtors for any act or omissions of the Indenture Trustee. Notwithstanding any provision in this Plan to the contrary, the Indenture shall continue in effect to the extent necessary to allow the Indenture Trustee to receive and make distributions pursuant to this Plan on account of Class 4 Pre-Petition Note Claims. Any actions taken by the Indenture Trustee on or after the Effective Date that are not for this purpose shall be null and void as against the Reorganized Debtors and (except as may otherwise be ordered by the Bankruptcy Court) the Reorganized Debtors shall have no obligations to the Indenture Trustee for any fees, costs and expenses incurred in connection with any such action.
- (b) As of the close of business on the Distribution Record Date, the transfer ledgers for the Pre-Petition Notes shall be closed, and there shall be no further changes in the record holders of any Pre-Petition Notes. The Reorganized Debtors and the Indenture Trustee shall have no obligation to recognize any transfer of Pre-Petition Notes occurring on or after the Distribution Record Date. The Reorganized Debtor and the Indenture Trustee shall instead be entitled to recognize for all purposes hereunder only those Holders listed on the transfer ledgers of the Indenture Trustee as of the close of business on the Distribution Record Date. In the event of any dispute regarding the identity of any Entity entitled to any payment or distribution in respect of any Claim under this Plan, no distributions will be made in respect of such Claim until the Bankruptcy Court resolves that dispute pursuant to a Final Order. As soon as reasonably practicable after the Distribution Record Date, if Class 4 is entitled to receive any distributions under the Plan, the Indenture Trustee shall provide the Consolidated Debtors with a list of the record holders (as of the Distribution Record Date) of any Pre-Petition Notes, the address of such record holders, and the principal amount of Pre-Petition Notes held by such record holders.

10.10. Setoffs.

- (a) The Consolidated Debtors may, but shall not be required to, set off against any Claim, and the payments or other distributions to be made pursuant to this Plan in respect of such Claim, claims (whether arising before, on or after the Filing Date or the Effective Date) of any nature whatsoever that the Consolidated Debtors may have against the Holder of such Claim; but neither the failure to do so nor the allowance of any Claim hereunder shall constitute a waiver or release by the Consolidated Debtors of any such claim that the Consolidated Debtors may have against such Holder.

- (b) Nothing herein, Including any substantive consolidation of the Chapter 11 Cases for purposes of distribution contemplated by Section 9.9, is intended or shall be construed to limit or otherwise affect any claims, defenses or rights of any Debtor with respect to setoff or recoupment. The Debtors expressly reserve all such claims, defenses and rights with respect to setoff and recoupment.
- (c) **Unless the Bankruptcy Court orders otherwise, any Holder of a Pre-Petition Claim against any of the Consolidated Debtors who asserts a right of setoff against any debt owing to any of the Consolidated Debtors that arose before the Filing Date must assert such right of setoff in a timely filed Proof of Claim or, to the extent such Proof of Claim is not required to preserve such right of setoff under applicable law, within ninety (90) days after the Effective Date, or such right of setoff shall be forever barred.**

ARTICLE ELEVEN
PROCEDURES FOR RESOLVING DISPUTED CLAIMS

11.1. Objections to Claims. After the Effective Date, only the Reorganized Debtors shall have the authority, in their sole discretion, to File, settle, compromise, withdraw or litigate to judgment objections to Claims. The Reorganized Debtors may object to a Claim by filing an objection with the Bankruptcy Court and serving such objection upon the Holder of such Claim on or before the Claims Objection Deadline.

11.2. Litigation and Settlement of Objections. Unless otherwise ordered by the Bankruptcy Court or agreed to by written stipulation of the Consolidated Debtors or the Reorganized Debtors, or until an objection thereto by the Consolidated Debtors or by Reorganized Debtors is withdrawn, the Consolidated Debtors or the Reorganized Debtors shall litigate the merits of each Disputed Claim until determined by a Final Order; provided, however, that, (a) prior to the Effective Date, the Consolidated Debtors, subject to the approval of the Bankruptcy Court, and (b) after the Effective Date, the Reorganized Debtors, without approval of the Bankruptcy Court may compromise and settle or withdraw any objection to any Claim, Including any Claim for Administrative Expenses.

11.3. Payments and Distributions With Respect to Disputed Claims. No payments or distributions shall be made in respect of any Disputed Claim (or any Disputed Administrative Expense) until such Disputed Claim (or disputed Administrative Expense) becomes an Allowed Claim (or any Allowed Administrative Expense). Distributions to each Holder of a Claim, to the extent that such Claim ultimately becomes an Allowed Claim or Allowed Administrative Expense, will be made, without interest, in accordance with the provisions of this Plan.

11.4. Reserve. If Class 3A accepts this Plan, the Reorganized Debtors shall maintain in reserve the New Common Stock that would be distributed to Holders of Disputed Claims in Class 3A if any or all such Claims were Allowed. If Class 3A, Class 3C, and Class 4 accept this Plan, and the Consolidated Plan is confirmed, the Reorganized Debtors shall maintain in reserve the New Common Stock that would be distributed to Holders of Disputed Claims (if any) in Class 4 if any or all such Claims were Allowed.

11.5. Estimation. For purposes of effectuating this Plan (Including Section 11.4) and the allocations and distributions to Holders of Allowed Claims, the Bankruptcy Court may, pursuant to section 502 of the Bankruptcy Code, by estimation or otherwise, fix or liquidate the amount of any contingent or unliquidated Claim, in which event the amount so fixed will be deemed the Allowed amount of such Claim for purposes of this Plan or, in lieu thereof, the Bankruptcy Court may determine the maximum contingent or unliquidated amount for such Claim, which amount shall be the maximum amount in which such Claim ultimately may be Allowed under this Plan, if such Claim is Allowed in whole or part. The Bankruptcy Court's determination may limit the distribution to be made on individual Disputed Claims, regardless of the amount finally Allowed on account of such Disputed Claims, and no Holder shall have recourse against the Reorganized Debtors or any of their respective professionals, consultants, attorneys, advisors, officers, directors or members or their successors or assigns, or any of their respective property on account thereof.

11.6. Distributions After Disallowance of Disputed General Unsecured Claims. If Class 3A accepts this Plan, Holders of Allowed General Unsecured Claims in Class 3A that receive an initial distribution after Allowance of such Holder's General Unsecured Claim, may receive subsequent distributions if and to the extent that other General Unsecured Claims that, if Allowed, would be in Class 3A are disallowed or expunged, as follows: as soon as reasonably practicable following each Catch-Up Distribution Date, each Holder of an Allowed General Unsecured Claim that has previously received any New Common Stock pursuant to Section 6.3.1 or 11.3 of this Plan, shall receive a distribution of New Common Stock in an amount equal to the difference, if any, between (i) the number of shares of New Common Stock representing such Holder's aggregate Pro Rata Share of the New Common Stock to be distributed to Holders of Allowed General Unsecured Claims in Class 3A of this Plan, as of such Catch-Up Distribution Date and (ii) the aggregate number of shares of New Common Stock previously distributed to such Holder under Section 6.3.1 or 11.3 of this Plan. If Class 3A, Class 3C, and Class 4 accept this Plan, and the Consolidated Plan is confirmed, and to the extent there are Disputed Claims in Class 4, the Reorganized Debtors shall implement similar provisions for subsequent distributions from the New Common Stock held in reserve for Disputed Claims in Class 4 pursuant to Section 11.4 of this Plan, to Holders of Allowed Pre-Petition Notes Claims in accordance with Section 6.3.4 of this Plan upon the disallowance of any Disputed Pre-Petition Note Claim.

ARTICLE TWELVE

EFFECT OF THIS PLAN ON CLAIMS AND INTERESTS

12.1. Discharge of All Claims and Equity Interests and Releases.

- (a) **Except as otherwise specifically provided by this Plan, Confirmation of this Plan (subject to the occurrence of the Effective Date) shall discharge and release the Consolidated Debtors, the Reorganized Debtors, their successors and assigns and their respective Assets and properties from any debt, charge, Cause of Action, liability, Lien, encumbrance, security interest, Claim, Interest, or other cause of action of any kind, nature or description (Including any claim of successor liability) that arose before the Confirmation Date, and any debt of the kind specified in sections 502(g), 502(h) or 502(i) of the Bankruptcy Code, whether or not a Proof of Claim or**

Interest is or could have been Filed or is deemed Filed, whether or not such Claim or Interest is or could have been Allowed, and whether or not the Holder of such Claim or Interest voted or could have voted to accept or reject this Plan.

- (b) Except as otherwise specifically provided by this Plan or the Confirmation Order, effective as of the Effective Date, none of the Debtor Releasees, the Committee Releasees, the Allied Releasees or the NTFC Releasees shall have any responsibility, or have or incur any liability, to any Entity whatsoever (i) for any matter expressly approved or directed by the Confirmation Order or (ii) under any theory of liability (except for any claim based upon willful misconduct or gross negligence) for any act taken or omission made in good faith directly related to formulating, implementing, confirming, or consummating this Plan, the Disclosure Statement, or any Plan Document; provided, however, that nothing in this Section 12.1 shall limit the liability of any Entity for breach of any express obligation it has under this Plan, the Plan Documents, or any other documents executed in connection herewith or therewith or pursuant hereto or thereto, or under any other agreement or document entered into by such Entity in accordance with or pursuant to the terms of this Plan, except to the extent expressly provided herein, or for any breach of a duty of care owed to any other Entity occurring after the Effective Date.
- (c) Except as otherwise specifically provided by the Plan or the Confirmation Order, on the Effective Date, each of the Consolidated Debtors shall release unconditionally, and hereby is deemed to release unconditionally, (i) each of the Debtor Releasees, (ii) the Creditors' Committee and, solely in their capacity as members or representatives of the Creditors' Committee, the Committee Releasees, (iii) the Allied Releasees, and (iv) the NTFC Releasees from any and all claims, obligations, suit, judgments, damages, rights, causes of action and liabilities whatsoever, whether known or unknown, foreseen or unforeseen, existing or hereafter arising, in law, equity or otherwise, based in whole or in part upon any act or omission, transaction, event or other occurrence taking place on or after the Filing Date and up to and including the Effective Date in any way relating to the Chapter 11 Cases, this Plan or the Disclosure Statement; provided, however, nothing in the Plan shall release or discharge any claim of the Debtors against VSNL (Including any VSNL Causes of Action) or limit any right to object to any Professional Fee Claim.

12.2. **Injunction.** The release and discharge pursuant to Section 12.1(a) of this Plan, shall act as an injunction against any Entity commencing or continuing, against the Consolidated Debtors, Reorganized Debtors, their successors, or the properties of any of the foregoing, any action, employment of process, or act to collect, offset or recover any Claim or Cause of Action so released or discharged. The injunction, discharge and releases described in this Section and Section 12.1(a) of this Plan shall apply regardless of whether or not a Proof of Claim or Interest based on any Claim, debt, liability or Interest is Filed or

whether or not a Claim or Interest based on such Claim, debt, liability or Interest is Allowed, or whether or not such entity voted to accept or reject this Plan. Without in any way limiting the foregoing, all injunctions or stays entered in these Chapter 11 Cases and existing immediately prior to the Confirmation Date shall remain in full force and effect until the Effective Date.

12.3. **Release/Exculpation.** On the Effective Date, and in consideration of the distributions to be received under this Plan, except as otherwise specifically provided by this Plan or the Confirmation Order, (i) each Holder of a Claim who has voted to accept this Plan shall be deemed to have unconditionally released the Debtor Releasees, the Committee Releasees, the Allied Releasees and the NTFC Releasees from any and all claims, obligations, suits, judgments, damages, rights, Causes of Action and liabilities whatsoever which any such Holder may be entitled to assert, whether known or unknown, foreseen or unforeseen, existing or hereafter arising, in law, equity or otherwise, based in whole or in part upon any act or omission, transaction, event or other occurrence taking place on or after the Filing Date and up to and including the Effective Date in any way relating to the Chapter 11 Cases, this Plan or the Disclosure Statement, excepting, however, from such release any obligation owing to a holder of an Allowed Claim arising under this Plan; and (ii) each Holder of a Claim shall be deemed to have unconditionally released the Debtor Releasees, the Committee Releasees, the Allied Releasees and the NTFC Releasees from any and all Claims, obligations, suits, judgments, damages, rights, Causes of Action and liabilities whatsoever which any such Holder may be entitled to assert, whether known or unknown, foreseen or unforeseen, existing or hereafter arising, in law, equity or otherwise, based in whole or in part upon any act or omission, transaction, event or other occurrence taking place on or after the Filing Date and up to and including the Effective Date for which released rights the Holder has a Claim that is entitled to receive or retains value as provided in the Plan, provided, however, nothing in the Plan shall release or discharge any claim of the Debtors against VSNL (Including any VSNL Causes of Action) or limit any right to object to any Professional Fee Claim.

ARTICLE THIRTEEN
CONDITIONS PRECEDENT TO CONFIRMATION ORDER
AND EFFECTIVE DATE

13.1. **Conditions Precedent to Entry of the Confirmation Order.** The Confirmation Order must be in form and substance acceptable to the Consolidated Debtors, Allied and NTFC for this Plan to be confirmed on the Confirmation Date.

13.2. **Conditions Precedent to the Effective Date.** The following conditions must occur and be satisfied or waived by the Consolidated Debtors, Allied and NTFC, on or before the Effective Date for this Plan to become effective on the Effective Date.

- (a) **Confirmation Order.** The Confirmation Order shall have been entered by the Bankruptcy Court and no stay of the Confirmation Order shall have been entered and remain in effect.

- (b) Authorizations, Consents and Approvals. All authorizations, consents and regulatory approvals from any Governmental Unit required to be obtained by the Consolidated Debtors, if any, in connection with this Plan's effectiveness shall have been obtained.
- (c) Sale Pursuant to Alternative Plan. If the Alternative Plan is confirmed, the sale described in Section 9.9(c) shall have occurred and, to the extent that Allied acquires Assets of Holdings as the successful bidder in such sale or receives the net Cash proceeds of such sale to the extent it is not the successful bidder, Allied shall have contributed those Assets and net Cash proceeds to Reorganized Holdings.
- (d) Exit Financing. The Consolidated Debtors shall have obtained the Exit Facility, issued the Exit Shares, or otherwise have available sufficient Cash and liquidity to make the payments and distributions contemplated by the Plan on or about the Effective Date.

13.3. Effect of Failure of Conditions. If all the conditions to effectiveness and the occurrence of the Effective Date have not been satisfied or waived by the Consolidated Debtors, Allied and NTFC in a writing filed with the Bankruptcy Court on or before the first Business Day that is more than 120 days after the Confirmation Date, then, at the election and upon motion of the Consolidated Debtors made before the time that all of the conditions have been satisfied or so duly waived, the Confirmation Order shall be vacated by the Bankruptcy Court; provided, however, that notwithstanding the filing of such a motion, the Confirmation Order shall not be vacated if all of the conditions to Consummation set forth in Section 13.2 are either satisfied or duly waived before the Bankruptcy Court enters an order granting the relief requested in such motion.

ARTICLE FOURTEEN RETENTION OF JURISDICTION

14.1. Bankruptcy Court to Retain Jurisdiction. The business and Assets of the Consolidated Debtors shall remain subject to the jurisdiction of the Bankruptcy Court until the Effective Date. From and after the Effective Date, the Bankruptcy Court shall retain and have jurisdiction of all matters arising out of, and related to, the Chapter 11 Cases of the Consolidated Debtors or this Plan pursuant to, and for purposes of, sections 105(a) and 1142 of the Bankruptcy Code and for, among other things, the following purposes:

- (a) To hear and determine applications for the assumption or rejection of executory contracts or unexpired leases and the allowance of Claims resulting therefrom.
- (b) To determine any motion, adversary proceeding, avoidance action, application, contested matter, and other litigated matter pending on or commenced after the Confirmation Date.
- (c) To ensure that distributions to holders of Allowed Claims are accomplished as provided herein.

- (d) To consider Claims or the allowance, classification, priority, compromise, estimation, or payment of any Pre-Petition Claim or other Claim, Administrative Expense, or Equity Interest.
- (e) To consider any objections to a Claim asserted against any of the Consolidated Debtors and any counterclaims asserted by the Reorganized Debtors thereto.
- (f) To enter, implement, or enforce such orders as may be appropriate in the event the Confirmation Order is for any reason stayed, reversed, revoked, modified, or vacated.
- (g) To issue injunctions, enter and implement other orders, and take such other actions as may be necessary or appropriate to restrain interference by any Entity with the consummation, implementation, or enforcement of this Plan, the Confirmation Order, or any other order of the Bankruptcy Court.
- (h) To hear and determine any application to modify this Plan in accordance with section 1127 of the Bankruptcy Code, to remedy any defect or omission or reconcile any inconsistency in this Plan, the Disclosure Statement, or any order of the Bankruptcy Court, including the Confirmation Order, in such a manner as may be necessary to carry out the purposes and effects thereof.
- (i) To hear and determine all Professional Fee Claims.
- (j) To hear and determine disputes arising in connection with the interpretation, implementation, or enforcement of this Plan, the Confirmation Order, any transactions or payments contemplated hereby, or any agreement, instrument, or other document governing or relating to any of the foregoing.
- (k) To take any action and issue such orders as may be necessary to construe, enforce, implement, execute, and consummate this Plan, including any release or injunction provisions set forth herein, or to maintain the integrity of this Plan following consummation.
- (l) To determine such other matters and for such other purposes as may be provided in the Confirmation Order.
- (m) To hear and determine matters concerning state, local, and federal taxes in accordance with sections 346, 505, and 1146 of the Bankruptcy Code.
- (n) To hear any Causes of Action preserved under Sections 9.9(d) and 9.15 of this Plan asserted by the Reorganized Debtors, to the extent permitted by law, Including any Avoidance Actions.
- (o) To hear and determine any other matters related hereto and not inconsistent with the Bankruptcy Code and title 28 of the United States Code.
- (p) To enter a Final Decree closing the Reorganization Cases.

- (q) To recover all Assets of the Reorganized Debtors and property of their Estates, wherever located.

In the event that the Alternative Plan is confirmed, the Bankruptcy Court shall retain jurisdiction over the Chapter 11 Case of Holdings to the fullest extent provided in 28 U.S.C. §§ 157 and 1334.

ARTICLE FIFTEEN
MISCELLANEOUS PROVISIONS

15.1. Nonvoting Stock. In accordance with section 1123(a)(6) of the Bankruptcy Code, the Reorganized Holdings Certificate of Incorporation shall contain a provision prohibiting the issuance of nonvoting equity securities.

15.2. Withdrawal of this Plan. The Debtors reserve the right, at any time prior to the entry of the Confirmation Order, to revoke or withdraw this Plan. If the Debtors revoke or withdraw this Plan, if the Confirmation Date does not occur, or if the Confirmation Order is vacated pursuant to Section 13.3, or if the Effective Date does not occur, then (i) this Plan, any settlement or compromise embodied in this Plan (Including the fixing or limiting to an amount certain any Claim or Class of Claims), the assumption or rejection of executory contracts or unexpired leases effected by this Plan, and any document or agreement executed pursuant to this Plan, will be deemed null and void; (ii) this Plan shall be of no effect and shall be deemed vacated, and the Chapter 11 Cases shall continue as if this Plan had never been Filed and, in such event, the rights of any Holder of a Claim or Equity Interest shall not be affected nor shall such Holder be bound by, for purposes of illustration only, and not limitation, (a) this Plan, (b) any statement, admission, commitment, valuation or representation contained in this Plan or the Disclosure Statement or (c) the classification and proposed treatment (Including any allowance) of any Claim in this Plan; and (iii) nothing contained in this Plan or in the Disclosure Statement shall be deemed an admission or statement against interest or to constitute a waiver or release of any claims by or against any Debtor or any other Entity or to prejudice in any manner the rights of any Debtor or any Entity in any further proceedings involving any Debtor or any Entity.

15.3. Captions. Article and Section captions used in this Plan are for convenience only and will not affect the construction of this Plan.

15.4. Method of Notice. All notices required to be given under this Plan, if any, shall be in writing and shall be sent by facsimile transmission (with hard copy to follow), by first class mail, postage prepaid, by hand delivery or by overnight courier to:

If to a Debtor:	Startec Global Communications Corporation 1151 Seven Locks Road Potomac, Maryland 20854 Attn: Jeffrey L. Poersch, Esq. Fax No.: (240) 314-4219
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with copies to: Wilmer, Cutler & Pickering
399 Park Avenue
New York, New York 10022
Attn: Philip D. Anker, Esq.
Fax No.: (212) 230-8888

and

Shulman Rogers Gandal Pordy & Ecker, P.A.
11921 Rockville Pike, 3rd Floor
Rockville, Maryland 20852-2743
Attn: Morton A. Faller, Esq.
Fax No.: (301) 230-2891

If to Allied: Allied Capital Corporation
1919 Pennsylvania Avenue, N.W.
Third Floor
Washington, D.C. 20005-3434
Attn: Mr. Scott Binder
Fax No.: (202) 659-2053

With copies to: Dickstein Shapiro Morin & Oshinsky LLP
2102 L. Street, N.W.
Washington, D.C. 20037
Attn: Daniel M. Litt, Esq.
Fax No.: (202) 887-0689

If to NTFC: GE Capital, Telecom Financial Services
10 Riverview Drive
Danbury, Connecticut 06810
Attn: Robert W. Wotten

With copies to: Hunton & Williams
Riverfront Plaza, East Tower
951 East Byrd Street
Richmond, Virginia 23219-4074
Attn: Peter S. Partee, Esq.
Fax No.: (804) 788-8218

Any of the above may, from time to time, change its address for future notices and other communications hereunder by filing a notice of the change of address with the Bankruptcy Court.

15.5. Dissolution of the Creditors' Committee. On the Effective Date, as to the Chapter 11 Cases of the Consolidated Debtors, the Creditors' Committee shall cease to exist and its members and employees or agents (Including any attorneys, investment bankers, financial advisors, accountants and other Professionals employed) shall cease from all further duties,

responsibilities and obligations relating to and arising from and in connection with these Chapter 11 Cases and shall have no right to compensation for any further actions taken; provided, however, that following the Effective Date, the responsibilities of the Creditors' Committee and its members and employees or agents shall be limited to the preparation of their respective fee applications, if any.

15.6. Amendments and Modifications to Plan. This Plan may be altered, amended or modified by the Debtors, before or after the Confirmation Date, as provided in section 1127 of the Bankruptcy Code, with the consent of the Debtors, Allied and NTFC. Without limiting the generality of the foregoing, to the extent that the Bankruptcy Court determines that any provision of this Plan must be modified, deleted, or added to obtain Confirmation, the Debtors reserve the right to make such modification, deletion, or addition pursuant to Order of the Bankruptcy Court.

15.7. Exemption from Securities Registration. To the maximum extent provided by the Bankruptcy Code and applicable non-bankruptcy laws, the issuance of any securities, including the New Common Stock and the New Subsidiary Stock, issued pursuant to the Plan shall be exempt from registration under the Securities Act of 1933, as amended. The Employee Incentive Options will be exempt from registration pursuant to Rule 701 under the Securities Act of 1933 and/or will be registered on Form S-8.

15.8. Business Days. If the Effective Date or any other date on which a transaction or deadline may occur under this Plan shall occur on a day that is not a Business Day, the transaction or deadline contemplated by this Plan to occur on such day shall instead occur on the next succeeding Business Day.

Dated: January 16, 2004

Respectfully submitted,

STARTEC GLOBAL COMMUNICATIONS CORPORATION
STARTEC GLOBAL OPERATING COMPANY
STARTEC GLOBAL LICENSING COMPANY

Debtors and Debtors in Possession

By: /s/ Prabhav V. Maniyar
Ram Mukunda, President and Chief Executive Officer
Prabhav V. Maniyar, Chief Financial Officer

EXHIBIT A TO PLAN
Terms and Conditions of Post-Reorganization Credit Agreement

Borrower	Reorganized Debtors and the Non-Debtor Subsidiaries to the extent such subsidiaries are not prohibited under applicable insolvency law from becoming liable under such note (and having such a Non-Debtor Subsidiary liable on such credit agreement would not cause the directors or officers of such Non-Debtor Subsidiary to be personally liable for the debts of such Non-Debtor Subsidiary), jointly and severally.
Lenders	Allied and NTFC, <i>pari passu</i> .
Principal Amount	\$25,000,000, allocated \$12,500,000 to Allied and \$12,500,000 to NTFC.
Term	5 years after the Effective Date of Operating Company's plan of reorganization (the "Plan").
Interest Rate	10% per annum, compounded monthly.
Cash Pay Date	Three years after the Effective Date.
Interest Payments	Until the Cash Pay Date, payable on the fifteenth day of the immediately following month (or if the fifteenth day of a month is not a business day, on the immediately following business day) in Cash to the extent of 100% of Excess Cash Flow (as defined below). Accrued but unpaid interest that has not previously been capitalized will be added to principal balance monthly. After the Cash Pay Date, the Excess Cash Flow concept ceases, and current interest is payable in cash on the first business day of each month.
Amortization	Until the Cash Pay Date, 90% of any Excess Cash Flow Remaining after interest payments is payable on the fifteenth day of the immediately following month (or if the fifteenth day of a month is not a business day, on the immediately following business day) and will be applied to principal. After the Cash Pay Date, the Excess Cash Flow concept ceases, and the outstanding principal balance will be amortized in equal monthly installments over the remainder of the Term, payable on the first business day of each month.
Excess Cash Flow	Calculated for a given month no later than the fifteenth day of the immediately following month as follows: EBITDA less (i) cash expended on permitted capital expenditures, (ii) cash payments actually received by NTFC and Allied and applied to the Borrowers' obligations under the Post-Reorganization Credit Agreement, and (iii) the cash effect of changes in working capital. Subject to "true ups" to be completed no later than 45 days following the end of each quarter.
Collateral	A security interest in and Lien on (i) all Assets of Operating and the Non-Debtor Subsidiaries to the extent such subsidiaries are not prohibited under applicable insolvency law from becoming liable under the note (and having such a Non-Debtor Subsidiary be liable under the note would not cause the directors or officers of such Non-Debtor Subsidiary to be personally liable for the debts of such Non-Debtor Subsidiary), and (ii) the stock of the Operating and the Non-

Collateral (continued)	Debtor Affiliates, subject and subordinate only to the Liens and security interests (a) relating to capitalized lease obligations, (b) collateralizing the Exit Facility up to an amount to be mutually agreed upon by Allied and NTFC and currently estimated at no less than \$5 million, (c) granted to other Entities pursuant to the Plan, and (d) such other obligations mutually consented to by Allied and NTFC. The existing security interest in foreign assets held by the Non-Debtor Affiliates under the DIP Facility Agreement will likewise secure the Borrowers' obligations under the Post-Reorganization Credit Agreement, except to the extent the Non-Debtor Subsidiaries are prohibited under applicable insolvency law from becoming liable under the note (or having such a subsidiary be liable under the note would not cause the directors or officers of a Non-Debtor Subsidiary to be personally liable for the debts of such Non-Debtor Subsidiary).
Deposit Accounts	All receivables shall be payable into an account or accounts under the control of the Lenders.
Other Covenants	From and after the Effective Date, those typically found in credit agreements of this type, Including no secured debt other than the Post-Reorganization Credit Facility, the Exit Facility, and capitalized lease obligations and other secured obligations approved by Allied and NTFC. In addition, other covenants to be determined and mutually agreed upon by Allied and NTFC six months before the Cash Pay Date, which are to be based upon the following: (i) minimum quarterly revenue equal to 85% of approved projections; (ii) minimum quarterly EBITDA equal to 85% of approved projections; (iii) total debt to EBITDA equal to 85% of approved projections; (iv) interest coverage equal to 85% of approved projections; (v) fixed charge coverage equal to 85% of approved projections; and (vi) maximum capital expenditures equal to 100% of approved plan.
Events of Default	Those typically found in credit agreements of this type.

EXHIBIT B TO PLAN

[intentionally omitted]

EXHIBIT C TO PLAN
Form of Reorganized Holdings Certificate of Incorporation

AMENDED AND RESTATED
CERTIFICATE OF INCORPORATION
OF
STARTEC GLOBAL COMMUNICATIONS CORPORATION¹

The undersigned Corporation hereby certifies as follows:

1. The name of the corporation is Startec Global Communications Corporation (the “Corporation”). The date of filing of its original certificate of incorporation with the Secretary of State was April 21, 1998 under the name “STGC Holding Corporation.”

2. This Amended and Restated Certificate of Incorporation amends, restates and integrates the provisions of the Certificate of Incorporation of the Corporation as currently in effect. Pursuant to the authority of Section 303 of the General Corporation Law of the State of Delaware (the “DGCL”), the provisions contained in this Amended and Restated Certificate, as Amended, of Incorporation are contained in and authorized by the Debtors’ Joint Plan of Reorganization, as Amended and Modified, of Startec Global Communications Corporation, et al. (the “Plan”) Under Chapter 11 Of The Bankruptcy Code, dated as of January 16, 2004, as modified and confirmed by the Findings of Fact, Conclusions of Law and Order Under 11 U.S.C. § 1129 and Rule 3020 of the Federal Rules of Bankruptcy Procedure Confirming the Debtors’ Joint Plan of Reorganization, as Amended, [dated _____], of Startec Global Communications Corporation et al (the “Order”), which Order was signed by the United States Bankruptcy Court for the District of Maryland, Greenbelt Division, (the “Court”) in Cases Number 01-25009, 01-25010 and 01-25-013 (Jointly Administered under Case No. 01-25013) on _____, and entered on the docket of the Court on _____. The Court has jurisdiction of the proceedings for the reorganization of the Corporation under Chapter 11 of the United States Bankruptcy Code, 11 U.S.C. § 101 et. seq.

3. The text of the Certificate of Incorporation as currently in effect is hereby amended and restated to read as set forth herein in full:

¹ To be modified as appropriate where Reorganized Holdings is a newly-formed corporation pursuant to the Alternative Plan.

FIRST. The name of the corporation is Startec Global Communications Corporation (hereinafter referred to as the “Corporation”).

SECOND. The address of the Corporation’s registered office in the State of Delaware is 2711 Centerville Road, Suite 400 in the City of Wilmington, County of New Castle, Delaware 19805. The name of its registered agent at such address is Corporation Service Company.

THIRD. The purpose of the Corporation is to engage in any lawful act or activity for which corporations may be organized under the DGCL.

FOURTH.

(a) The total number of shares of capital stock which the Corporation is authorized to issue is Fifty Million (50,000,000) shares, consisting of Fifty Million (50,000,000) shares of common stock, par value \$0.01 per share (“Common Stock”).

(b) COMMON STOCK

(1) Voting Rights. The holders of Common Stock shall be entitled to one vote per share on all matters to be voted on by the stockholders of the Corporation.

(2) Dividends and Distributions. Dividends may be declared and paid on the Common Stock from funds lawfully available therefor as, if and when determined by the Board of Directors in accordance with the DGCL. For purposes of this Article Fourth, unless the context requires otherwise, the term “distribution” shall include, without limitation, the transfer of cash or property without consideration, whether by way of dividend or otherwise, payable other than in Common Stock, or the purchase or redemption of shares of capital stock of the Corporation for cash or property, including any such transfer, purchase or redemption by a subsidiary of the Corporation.

(3) Liquidation. Upon any liquidation (voluntary or otherwise), dissolution or winding up of the Corporation, holders of shares of Common Stock will be entitled to receive all assets of the Corporation available for distribution to its stockholders.

FIFTH.

(a) The affairs of the Corporation shall be managed and conducted by a Board of Directors. The number of Directors of the Corporation shall be as from time to time fixed by, or in the manner provided in, the Bylaws of the Corporation; provided, however, that in no event shall the number of Directors be less than three (3). In the absence of a determination of such number by the Board of Directors, the number of Directors of the Corporation shall be seven (7). The Directors shall be elected at the annual meeting of stockholders in accordance with the

provisions of the Bylaws of the Corporation, and the election of Directors need not be by written ballot except as and to the extent provided for therein. A majority of the Directors, or, if there is an even number of Directors, one-half of the Directors, shall constitute a quorum for the transaction of business and the Board of Directors shall act in all matters by majority vote, except that any vacancy on the Board of Directors, whether created by an increase in the number of directors or otherwise, may be filled by a majority of Directors then in office, even if less than a quorum, or by a sole remaining Director.

(b) Any Director, or the entire Board of Directors, may be removed from office with or without cause but only by the affirmative vote of a majority of the votes entitled to be cast by the holders of all outstanding shares of the Common Stock, voting as a single class. Any Director elected or appointed to fill a vacancy shall hold office until the next election at the annual meeting of stockholders, and until his or her successor has been duly elected and qualified or until his or her earlier resignation or removal.

SIXTH. The Board of Directors of the Corporation is expressly authorized to adopt, amend or repeal By-laws of the Corporation. The holders of the Common Stock, voting as a single class, shall, to the extent such power is at the time conferred on them by applicable law, also have the power to make, alter, amend or repeal the By-laws of the Corporation by vote of a majority of the votes entitled to be cast by the holders of all outstanding shares of the Common Stock, voting as a single class.

SEVENTH.

(a) The personal liability of the directors of the Corporation is hereby eliminated to the fullest extent permitted by Section 102(b)(7) of the DGCL, as the same may be amended or supplemented.

(b) The Corporation shall, to the full extent permitted by Section 145 of the DGCL, as amended from time to time, indemnify all persons whom it may indemnify pursuant thereto. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article SEVENTH shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement may be entitled under the Bylaws or any agreement, action of shareholders or disinterested directors or otherwise, both as to action in their official capacity and as to action in another capacity while holding such office of the Corporation, shall continue as to a person who has ceased to be a director or officer of the Corporation, and shall inure to the benefit of the heirs, executors and administrators of such a person.

(c) No amendment, modification or repeal of this Article SEVENTH shall adversely affect any right or protection of a director or officer of the Corporation under or pursuant to this Article SEVENTH that exists at the time of such amendment, modification or repeal. This Article SEVENTH may not be amended, modified or repealed except by the affirmative vote of not less than two-thirds (2/3) of the votes entitled to be cast by the holders of all outstanding shares of the Common Stock, voting as a single class.

EIGHTH. To the extent required by Section 1123(a)(6) of Title 11 of the United States Code ("Bankruptcy Code"), the Corporation shall not be authorized to issue non-voting capital stock; provided, however, that this Article EIGHTH (a) will have no further force and effect beyond that required under Section 1123 of the Bankruptcy Code, (b) will have only such force and effect, if any, for so long as such Section is in effect and applicable to the Corporation, and (c) in all events may be deemed void or eliminated in accordance with applicable law as from time to time in effect.

NINTH. The Corporation expressly elects not to be governed by Section 203 of the DGCL.

IN WITNESS WHEREOF, this Amended and Restated Certificate of Incorporation has been executed as of the [____]day of [_____] on behalf of the Corporation by [____], its [_____], thereby acknowledging under penalties of perjury that the foregoing Amended and Restated Certificate of Incorporation is the act and deed of the Corporation and that the facts stated therein are true.

Startec Global Communications Corporation

By: _____

EXHIBIT D TO PLAN

[intentionally omitted]

EXHIBIT E TO PLAN
Schedule of Assumed Contracts¹

CONTRACTS/LEASES TO BE ASSUMED	
The Garland Center 1200 West Seventh Street Sublease between Startec Global Communications Corporation and Wells Fargo Bank, N.A., dated September 1, 1998.	
Service Agreement between Startec Global Communications Corporation and L&E Meridian, dated April 1, 2000.	
International Telecommunications Service Agreement between Companhia Santomense de Telecomunicacoes, S.A. and Startec Incorporated, dated November 15, 1993	
International Telecommunications Services Carrier Operating Agreement between Startec Global Communications Corporation and Marconi Portugal, dated January 21, 1998.	
Master Service Agreement between Broadwing Communications Services Inc. d/b/a/ IXC Communications Services, Inc. and Startec Global Communications Corporation, dated June 14, 1999, as amended by Amendment Nos. 1, 2, 3 and 4 to the Master Service Agreement.	
Reciprocal Carrier Service Agreement between Startec Global Operation Company and Telstra Inc., dated March 28, 2000.	
Reciprocal Agreement between Startec Global Operating Company and Telecom New Zealand, dated May 7, 2001, as amended by Amendment No. 1, dated January 16, 2002 and Amendment No. 2, dated March 21, 2002, and Letter Agreement between Startec Global Operating Company and Telecom New Zealand, dated May 7, 2001.	
Confidential International Services Agreement between Startec Global Operating Company and Sancroft Investment Limited, dated July 6, 2001.	
Carrier Services Agreement between Startec, Inc., and ACC Long Distance Corp., dated September 26, 1996.	
Carrier Service Agreement between Startec Global Operating Company and Sprint Communications Company L.P., dated August 13, 1999.	
International Call Termination Agreement between Startec Global Operating Company and AT&T Corp., dated August 2, 1999.	
Service Order Agreement between Startec Global Communications Corporation and VoiceLog LLC, dated January 16, 1999.	
Master Procurement Agreement between Startec Global Communications Corporation and Avaya Canada Corp., dated June 13, 2002.	
Lease between Startec Global Communications Corporation and Trinity Church in the City of New York, dated April 23, 1999.	

¹ Subject to change in accordance with the terms of the Plan.

Term Lease Master Agreement, as amended, between Startec Global Operating Company and IBM Credit Corporation, dated August 2, 2002, and various Supplements, as amended.
Invoice Ready Billing and Information Management Services Agreement between Startec Global Operating Company and Billing Concepts, Inc., dated July 31, 2000.
Startec Employee 401(k) Plan Adoption Agreement, Acct. No. 552281 between Startec Global Communications Corporation and John Hancock Retirement Services, dated January 1, 1998, as amended.
Master Equipment Lease Agreement No. X396000 between Startec Global Communications Corporation and Newcourt Communications Finance Corporation, dated December 9, 1998, as amended, and Schedule #s 00010 and 00090, as amended.
Agreement between Startec Global Operating Company and TTI Team Telecom International Inc., dated April 8, 1999.
International Telecommunications Service Agreement, dated May 1, 1998, between Startec, Inc. and Rustelnet Ltd.
Carrier access business relationships with the following companies:
New York Access Billing (CLEC)
MCI Worldcom, Inc. (CLEC)
AT&T Corporation (CLEC)
MPower Communications Corp. (CLEC)
McLeodUSA Incorporated (CLEC)
Sage Telecom, Inc. (CLEC)
XO Communications, Inc. (CLEC)
Facilities relationships with the following companies:
Capacity IRU Agreement between Level 3 Communications, LLC and Startec Global Operating Company dated February 19, 1999, as amended by Amendment to Capacity IRU Agreement, dated February 19, 1999 and Amendment Number 2 to Capacity IRU Agreement, dated July 1, 1999.
Customer Order for Usage Based (3) Connect Modem Services, Level 3 Communications Terms for Delivery of Service, version 5.2, as modified by the Addendum, dated September 24, 2001.
Cable arrangements with the following:
SEA-ME-WE 3 Cable (SEA-ME-WE 3 Construction and Maintenance Agreement, dated as of January 15, 1997)
AC-1 Cable (Indefeasible Right of Use Agreement between Teleglobe USA Inc. and Startec Global Communications Corp., dated December 17, 1998)

Columbus II/Eurafrica Cable (Indefeasible Right of Use Agreement between Companhia Portuguesa Radio Marconi, SA and Startec, Inc., dated January 1, 1996)

TAT-12/13 Cable (Indefeasible Right of Use Agreement between Companhia Portuguesa Radio Marconi, SA and Startec, Inc., dated December 15, 1998)

EXHIBIT F TO PLAN
Initial Board of Reorganized Holdings

(1) Allied Nominee: Scott Binder (Director of Allied Capital)	Non-Executive Chairman, Member
(2) Allied Nominee: Prabhav Maniyar (Vice President and Chief Financial Officer of the Debtors)	Member
(3) Allied Nominee: Richard K. Prins (current Director of Holdings)	Member
(4) Allied Nominee: Sudhakar Shenoy (current Director of Holdings)	Member
(5) Allied Nominee (to be determined)	Member
(6) NTFC Nominee (to be determined)	Member
(7) NTFC Nominee (to be determined)	Member