

Objection Deadline: May 28, 2019 at 11:30 a.m. (prevailing Eastern Time)

Presentment Date: May 28, 2019 at 12:00 noon (prevailing Eastern Date)

Hearing Date (only if Objections are received before the Presentment Date): June 13, 2019 at 9:30 a.m. (prevailing Eastern Time)

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Paul R. DeFilippo
Lyndon M. Tretter

Counsel to the Plan Administrator

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

-----X	
In re:	: Case No. 02-41729 (SHL)
	: :
ADELPHIA COMMUNICATIONS CORP., <u>et al.</u> ,	: Chapter 11 (Jointly Administered)
	: :
	: :
-----X	

**NOTICE OF PRESENTMENT OF STIPULATION AND CONSENT ORDER
WITH RESPECT TO (A) MOTION OF SOLUS ALTERNATIVE ASSET
MANAGEMENT LP AND ACC CLAIMS HOLDINGS LLC [DKT. NO. 14703],
(B) SECOND AMENDMENT TO PLAN ADMINISTRATOR AGREEMENT,
AND (C) APPOINTMENT OF SUCCESSOR ADMINISTRATOR**

PLEASE TAKE NOTICE that the undersigned will present the annexed Stipulation and Consent Order with Respect to the (A) Motion of Solus Alternative Asset Management LP and ACC Claims Holdings LLC [Dkt. No. 14703], (B) Second Amendment to Plan Administrator Agreement, and (C) Appointment of Successor Administrator (the “**Stipulation and Consent Order**”) for signature to the Honorable Sean H. Lane, United States Bankruptcy Judge,

Courtroom 701, at the United States Bankruptcy Court for the Southern District of New York (the “**Bankruptcy Court**”), One Bowling Green, New York, New York 10004, or such other location as designated by the Bankruptcy Court, on **May 28, 2019 at 12:00 noon (Prevailing Eastern Time)** (the “**Presentment Time**”).

PLEASE TAKE FURTHER NOTICE that responses or objections, if any, to the Proposed Stipulation and Order must: (a) be made in writing; (b) state with particularity the grounds therefor; (c) be filed with the Bankruptcy Court with a hard copy delivered to the Judge’s chambers; and (d) be served upon: (with a hard copy hand delivered directly to the Chambers of the Honorable Sean H. Lane at the United States Bankruptcy Court, Southern District of New York, One Bowling Green, Courtroom 701, New York, New York 10004): (i) Quinn Emanuel Urquhart & Sullivan, LLP, 51 Madison Avenue, 22nd Floor, New York, New York 10010, Attn: James C. Tecce, Esq. and Zachary Russell, Esq., counsel to Solus Alternative Asset Management, L.P. (“Solus”) and ACC Claims Holdings, LLC, (ii) Willkie Farr & Gallagher, LLP, 787 Seventh Avenue, New York, New York 10019, Attn: Paul V. Shalhoub, Benjamin P. McCallen, Esq. and Jonathan D. Waisnor, Esq., and Wollmuth Maher & Deutsch LLP, 500 Fifth Avenue, New York, New York 10010, Attn: Paul R. DeFilippo and Lyndon M. Tretter, counsel to the Plan Administrator, and (iii) Kasowitz Benson Torres LLP, 1633 Broadway, New York, New York 10019, Attn: Michael C. Harwood, counsel to the Adelpia Recovery Trust, so as to be filed and received by no later than **May 28, 2019 at 11:30 a.m. (prevailing Eastern Time)** (the “**Objection Deadline**”). Unless Objections are received before the Objection Deadline, the Stipulation and Consent Order may be signed without a hearing and without further notice or an opportunity to be heard.

PLEASE TAKE FURTHER NOTICE that if no objections to the entry of the Stipulation and Consent Order are timely filed and served on the Notice Parties by the Objection Deadline, the Debtors may, on or after the Presentment Time, submit the Stipulation and Consent Order to the Bankruptcy Court, which order may be entered with no further notice or opportunity to be heard.

PLEASE TAKE FURTHER NOTICE that if objections are received before the Objection Deadline, a hearing will take place on **June 13, 2019 at 9:30 a.m. (Prevailing Eastern Time)**, before the Honorable Sean H. Lane, in Room 701 of the United States Bankruptcy Court for the Southern District of New York, One Bowling Green, New York, New York, 10004 to consider entry of the Stipulation and Consent Order (the "**Hearing**").

PLEASE TAKE FURTHER NOTICE that objecting parties are required to attend the Hearing (if any), and failure to appear any such Hearing may result in the Stipulation and Consent Order being entered upon default.

Dated: May 17, 2019
New York, New York

WILLKIE FARR & GALLAGHER LLP

By: /s/ Benjamin P. McCallen
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Counsel to the Plan Administrator

Proposed Stipulation and Consent Order

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

-----X
In re: : Case No. 02-41729 (SHL)
: :
ADELPHIA COMMUNICATIONS CORP., et al., : Chapter 11 (Jointly Administered)
: :
: :
: :
-----X

STIPULATION AND CONSENT ORDER WITH RESPECT TO (A) MOTION OF SOLUS ALTERNATIVE ASSET MANAGEMENT LP AND ACC CLAIMS HOLDINGS LLC [DKT. NO. 14703], (B) SECOND AMENDMENT TO PLAN ADMINISTRATOR AGREEMENT, AND (C) APPOINTMENT OF SUCCESSOR ADMINISTRATOR

This Stipulation and Consent Order (the “**Stipulation**”) is entered into by and among (a) Solus Alternative Asset Management LP (“**Solus**”), (b) ACC Claims Holdings, LLC (“**ACC Claims Holdings**”), (c) Quest Turnaround Advisors, L.L.C., as Plan Administrator (“**Quest**” or the “**Plan Administrator**”), (d) the CVV Trustees, and (e) Reorganized Adelphia Communications Corporation, on behalf of itself and the other Debtors (collectively, the “**Parties**,” or individually, a “**Party**”).

RECITALS

WHEREAS, the First Modified Fifth Amended Joint Chapter 11 Plan for Adelphia Communications Corporation and Certain of Its Affiliated Debtors (the “**Plan**”) among the Official Committee of Unsecured Creditors, Adelphia Communications Corporation (“**Adelphia**” or “**Debtors**”), Wachovia Bank, Bank of Montreal, and Bank of America, was approved on January 5, 2007, and became effective on February 13, 2007;

WHEREAS, the Plan Administrator Agreement (the “**Agreement**”) was entered into on February 12, 2007 among Quest, Adelphia, and the Official Committee of Unsecured Creditors;

WHEREAS, Amendment No. 1 to the Plan Administrator Agreement, which is dated December 31, 2017 (the “**First Amendment**,” and the Agreement as amended by said First Amendment, the “**Plan Administrator Agreement**”), was entered into between the CVV Trustees and the Plan Administrator;

WHEREAS, on February 14, 2018, Solus filed a motion [ECF No. 14681] (the “**Motion**”) seeking, among other things, the entry of an Order directing the Plan Administrator to (i) complete the administration of the Adelpia estates by December 31, 2018; (ii) obtain an order granting a final decree closing the Chapter 11 Cases on or before that date; and (iii) limit its compensation to \$25,000 per month;

WHEREAS, on March 12, 2018, Quest filed an objection opposing the Motion (Dkt. No. 14686), and on March 21, 2018, Solus filed a reply in further support of the Motion (Dkt. No. 14688);

WHEREAS, on June 25, 2018, Solus and ACC Claims Holdings, LLC (the “**Movants**”) filed a motion amending the relief sought in the Motion and requesting entry of an order removing the Plan Administrator for cause (the “**Amended Motion**”) (Dkt. No. 14703)¹;

WHEREAS, on July 30, 2018, Quest filed an objection to the Amended Motion (Dkt. No. 14718), and on August 5, 2018, Solus filed a reply in further support of the Amended Motion (Dkt. No. 14723);

WHEREAS, trial was held on the Amended Motion on October 15, 2018 and October 25, 2018 and was scheduled for continuation on May 13, 2019; and

¹ Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Amended Motion.

WHEREAS, the Parties agreed to settle their disputes on the terms set forth below and in a second amendment to the Plan Administrator Agreement attached hereto as Exhibit A (hereafter, the “**Second Amendment**,” and together with this Stipulation, the “**Settlement Documents**”).

ORDER

THE PARTIES HEREBY AGREE AND THE COURT HEREBY ORDERS, AS FOLLOWS:

1. **TERMINATION DATE.** As set forth in the Second Amendment, the Termination Date referred to in the Plan Administrator Agreement shall be June 30, 2019.

2. **PLAN ADMINISTRATOR’S COMPENSATION.** Pursuant to the Second Amendment, Quest shall receive a Base Fee (as defined in the Plan Administrator Agreement) of \$1,125,000.00 on the date this Stipulation is SO-ORDERED by the Court and that Order becomes final and non-appealable (the “**Settlement Effective Date**”) in compensation for services rendered from April 1, 2018 through June 30, 2019, exclusive of \$125,000 in Base Fees previously paid to Quest for the period from April 1, 2018 through August 31, 2018. Nothing in the Settlement Documents affects the amounts of the Base Fees or Success Fees under the Plan Administrator Agreement earned and paid before April 1, 2018, and for the avoidance of doubt the Parties specifically acknowledge that the releases set forth in paragraph 6 prevent those fees from being challenged in the future, including under the Plan Administrator Agreement, the Plan, the Bankruptcy Code, or otherwise.

3. **SUCCESS FEE.** Quest will retain the right to “Success Fees,” as defined in the First Amendment, in the event a Specified Transaction closes. This Stipulation adopts the definition of a “Specified Transaction” as set forth in the First Amendment. For the avoidance of

doubt, the Second Amendment does not modify the Success Fee provisions of the First Amendment.

4. **SUCCESSOR PLAN ADMINISTRATOR.** Thomas P. Jeremiassen of Development Specialists, Inc. is hereby appointed to serve as successor Plan Administrator (“**Successor Administrator**”) effective July 1, 2019; provided that the Successor Administrator shall begin transition services on or about June 1, 2019. The Successor Administrator shall be paid \$25,000 per month (beginning on June 1, 2019) without any success or other fee being payable. The remaining terms of the Successor Administrator’s engagement shall be set forth in a separate agreement. For the avoidance of doubt, Quest will remain Plan Administrator and exercise all rights, powers, duties, and obligations of the Plan Administrator, including the obligations contained in the Settlement Documents, until the later of (a) the Settlement Effective Date and (b) June 30, 2019.

5. **EFFECT OF STIPULATION ON PLAN ADMINISTRATOR AGREEMENT.** The Plan Administrator Agreement will terminate on June 30, 2019 on the terms set forth in that agreement, as modified by the Second Amendment. In particular, Section 6.4 of the Plan Administrator Agreement (“**Survival**”) provides that, inter alia, section 4.5 (“**Certain Effects of Termination**”) and section 4.7 (“**Indemnification**”) survive termination. For the avoidance of doubt, (i) Quest agrees that it will cooperate with the new Successor Administrator in accordance with Section 4.5; (ii) Quest’s indemnification rights will continue in accordance with Section 4.7; and (iii) Section 4.12, which provides for indemnification of the CVV Trustees, shall also survive termination. From the time of execution of this Stipulation and the Second Amendment (collectively, the “**Settlement Documents**”) until the Settlement Effective Date, (x) the CVV Trustees shall not exercise the powers under Section 4.4 to remove Quest as Plan

Administrator, and (y) Quest shall, except as set forth in paragraph 7 below, continue to make disbursements only in the ordinary course and in accordance with past practice. For the avoidance of doubt, the releases set forth in paragraph 6 shall not release Quest's obligations under section 4.5 of the Plan Administrator Agreement or Quest's claims for indemnification pursuant to section 4.7 of the Plan Administrator Agreement.

6. **MUTUAL RELEASES.** Upon the occurrence of the Settlement Effective Date, each of Quest, Reorganized Adelphia Communications Corporation on behalf of itself and the other Debtors, the CVV Trustees, Solus, and ACC Claims Holdings, LLC (the "**Released Parties**"), for itself and for each of its predecessors, successors, assigns, assignees, trustees, beneficiaries, parents, stakeholders, affiliates, subsidiaries, shareholders, members, owners, partners, principals, representatives, officers, directors, and employees, hereby releases, acquits, waives, and forever discharges all other Released Parties, and each of their predecessors, successors, assigns, assignees, trustees, beneficiaries, parents, stakeholders, affiliates, subsidiaries, shareholders, members, owners, partners, principals, representatives, officers, directors, and employees from all claims, obligations, suits, judgments, damages, actions, demands, debts, rights, causes of action, and liabilities of every kind or character, whether direct or derivative, liquidated or unliquidated, fixed or contingent, matured or unmatured, asserted or unasserted, disputed or undisputed, known or unknown, foreseen or unforeseen, now existing or hereafter created, in law, equity, or otherwise, which from the beginning of time to the date hereof, directly or indirectly, arise out of or otherwise relate to (i) the Motion or the Amended Motion, or (ii) with respect to the release of Quest, any of Quest's acts or omissions while serving as Plan Administrator, including, without limitation, any acts or omissions set forth in the Motion, the

Amended Motion or both, or otherwise in connection with either one or both of the Plan and the Plan Administrator Agreement.

7. **DISTRIBUTION.** Within five (5) days of the Settlement Effective Date, Quest will cause Adelphia to commence the distribution of \$5 million to the holders of Allowed General Unsecured Claims against Adelphia (the “**GUC Distribution**”); provided that the completion of the GUC Distribution may be delayed if it is subject to any applicable exchange regulations governing the timing of distributions. The Parties nonetheless acknowledge that, with respect to the GUC Distribution, time is of the essence. The CVV Trustees have approved the internal transfer of funds in the amount of \$5,000,000.00 for the purposes of allowing the Plan Administrator to process the GUC Distribution. For the avoidance of doubt, Quest will not be entitled to compensation in excess of the Base Fee on account of the GUC Distribution.

8. **COOPERATION.** Through and until June 30, 2019, Quest will cause Reorganized Adelphia Communications Corporation to use reasonable efforts to pursue coverage by its D&O carrier of the legal fees and disbursements paid or payable by Reorganized Adelphia Communications Corporation to indemnify the Plan Administrator in connection with the litigation concerning the Motion and the Amended Motion (the “**Insurance Litigation**”), including prosecution of the action entitled *Adelphia Communications Corporation et al. v. U.S. Specialty Insurance Company*, 19-01027 (S.D.N.Y. Bankr. 2019). If Quest’s assistance with the Insurance Litigation or any other matters is required after June 30, 2019, Quest will render reasonable assistance (including providing testimony), and Quest’s time and expenses will be reimbursed at Quest’s current hourly rates (the current rate for Mr. Shalov is \$1,250 an hour and Mr. Brodsky is \$1,000 an hour).

9. **DRAFTING.** The Parties cooperated in the drafting of this Stipulation and no part of it shall be construed against any Party; it being recognized that this Stipulation is the result of arms' length negotiations between the Parties and that all Parties have contributed substantially and materially to its preparations.

10. **HEADINGS.** Section headings in this Stipulation are included herein for convenience of reference only and shall not constitute a part of this Stipulation for any other purpose.

11. **ENTIRE AGREEMENT.** This Stipulation may not be altered, amended, modified or otherwise changed in any respect whatsoever except by a writing duly executed by each Party or its authorized representative. For the avoidance of doubt, the Stipulation between Solus and Quest dated April 6, 2018 is null and void and of no force or effect whatsoever.

12. **GOVERNING LAW.** This Stipulation shall be governed by the laws of the state of New York, without regard to conflicts of law principles that would result in the application of the law of another jurisdiction.

13. **RETENTION OF JURISDICTION.** The Court shall retain exclusive jurisdiction to interpret and implement the provisions hereof.

14. **EFFECTIVENESS.** The Settlement Documents shall not be binding on any Party and shall not be effective unless and until (a) the Stipulation has been approved and SO-ORDERED by the Court and (b) the Parties have executed the Second Amendment. In the event the Stipulation is not SO-ORDERED by the Court, then (a) the Settlement Documents shall be null, void, and of no further force and effect; (b) each of the parties' rights, claims, and defenses shall be restored; (c) the Court shall continue the trial on the relief requested in the Amended Motion on June 24, 2019; (d) neither party shall seek to enforce the terms of the Settlement

Documents or the terms announced to the Court on May 13, 2019 (the “**Announced Settlement-In-Principle**”) against the other; and (e) the Settlement Documents and Announced Settlement-In-Principle, their respective terms, and the parties’ participation therein shall not be deemed an admission or waiver and shall neither be admissible nor otherwise used against it in this litigation.

15. **SETTLEMENT EFFECTIVE DATE.** In the event that the Settlement Effective Date occurs after June 30, 2019, the deadline of June 30, 2019 in paragraphs 1, 2, 4, 5 and 8, as well as in the appropriate sections of the Second Amendment, shall be deemed to have been extended until fourteen (14) days after the Settlement Effective Date.

QUINN EMANUEL URQUHART &
SULLIVAN, LLP

WILLKIE FARR & GALLAGHER LLP

By: /s/ _____

By: /s/ _____

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*Attorneys for Solus Alternative Asset
Management LP and ACC Claims
Holdings LLC*

*Attorneys for Quest Turnaround
Advisors, L.L.C., as Plan Administrator
for Adelpia*

ADELPHIA RECOVERY TRUST

By:  _____

Dean A. Ziehl
Chairman of the CVV Trustees on
behalf of the CVV Trustees and
Adelpia Recovery Trust

SO ORDERED:

HONORABLE SEAN M. LANE
UNITED STATES BANKRUPTCY JUDGE

DATE:

Exhibit A

AMENDMENT NO. 2

TO PLAN ADMINISTRATOR AGREEMENT

This Writing, when executed and delivered by each of the parties hereto to the others and So Ordered by the court in an order no longer subject to appeal or further review (the date on which that order first becomes no longer subject to appeal or further review being hereinafter referred to as the “Start Date”) shall constitute an amendment (“Amendment 2”): (i) to the Plan Administrator Agreement (the “Original Agreement”), dated February 12, 2007, by and among Adelphia Communications Corporation (“ACC”), on behalf of itself and each of those of its subsidiaries that are Debtors under the Plan (collectively with ACC, the “Debtors”), as debtors and debtors-in-possession, the Official Committee of Unsecured Creditors appointed in the Debtors’ Chapter 11 cases (“Creditors Committee”) and Quest Turnaround Advisors, LLC (“Quest”) (available at <http://www.adelphiarestructuring.com/>, “Important Documents – Adelphia”), as amended by (ii) an amendment thereto dated December 31, 2017 (“Amendment 1”), together with the Original Agreement, the “Agreement”) (also available at <http://www.adelphiarestructuring.com/>, “Important Documents – Adelphia”). Each of the capitalized terms used in this Amendment 2 and not otherwise defined shall have the meaning ascribed to it in the Agreement.

NOW, THEREFORE, in consideration of the foregoing and the covenants and agreements set forth herein, the parties hereto agree as follows:

Amendment

- (A) Section 1(a) of Amendment 1 is hereby deleted.
- (B) A new Section 3.5 is added to the end of Section 3 of the Agreement as follows:

“3.5. Efforts to Secure Insurance Coverage. The Plan Administrator shall cause Adelphia to use its its reasonable efforts to pursue reimbursement from its insurance carrier of the indemnity expenses it has incurred or may hereafter incur pursuant to its indemnity obligations under Section 4.7 below. Further, if, after the Termination Date, Adelphia requests Quest’s assistance in connection with the foregoing or in connection with any other matter Quest shall provide such assistance to the extent it is reasonable for it to do so.”
- (C) Section 6.1 of the Agreement is hereby deleted and the following is inserted in its place instead:

“Term. The term (the “Term”) of this Agreement shall commence on the Confirmation Date and terminate at the close of business on June 30, 2019 (the “Termination Date”). The CVV Trustees shall, promptly after the Start Date, appoint a new plan administrator who or which, as the case may be, shall take office on the day next following the Termination Date.

(D) Section 6.4 is hereby modified as set forth below:

“Survival. Upon termination of this Agreement: (i) except as specifically provided for herein, the Plan Administrator shall have no further duties or obligations hereunder or as Plan Administrator; and (ii) all obligations of the Debtors, the Contingent Value Vehicle, and Quest contained herein shall terminate, except for those set forth in Sections 3.4(c), 3.5, 4.5, 4.7, 4.12, 6.4, and 7.1 through 7.11 (except that references in Section 7.6 to the Creditors’ Committee or to its counsel shall be deleted) and Schedule A, each of which shall survive the Termination Date. For the avoidance of doubt any other provision in the Agreement, which, by its terms, specifically survives termination of the Agreement, shall survive the Termination Date.”

(E) The address for Quest set forth in Section 7.6 is changed as follows:

Quest Turnaround Advisors, L.L.C.
800 Westchester Avenue, Suite S-520
Rye Brook New York 10573
Facsimile: (914) 253-8103
Attention: Mr. Jeffrey Brodsky

(F) The first paragraph of Section I of Schedule A to the Agreement is hereby deleted and the following new Section (I) is inserted in its place instead, as follows:

“During the 15 month period beginning on April 1, 2018 and ending on the Termination Date, Quest shall be deemed to have earned and ACC shall pay to Quest a fee of \$1,125,000, exclusive of \$125,000 in Base Fees previously paid to Quest for the period April 1, 2018 through August 31, 2018. If, upon the request of ACC, Quest provides to ACC assistance after the Termination Date (“Assistance”), ACC shall pay to Quest its currently hourly rates for such Assistance (pro rated for any partial hour). Quest’s current hourly rates are \$1,250 for Barry Shalov and \$1,000 for Jeffrey Brodsky. In addition, ACC shall reimburse Quest for the reasonable expenses incurred by it in connection with the performance of its obligations hereunder and otherwise in connection with Assistance, promptly after Quest’s submission to it of evidence of such expenses.”

(G) Section 7.6 (“Notices”) is hereby amended to remove the following address:

c/o Jenner & Block LLP
One IBM Plaza
Chicago, IL 60611-2661
Facsimile: (312) 527-0484
Attention: William D. Heinz, Esq.
Deirdre E. Connell, Esq.

(H) Schedule B to the Agreement is hereby deleted.

General

By its signature below the CVV Trustees shall be deemed to have notified the Plan Administrator of its approval of the internal transfer of funds in the amount of \$5,000,000.00 for the purposes of allowing the Plan Administrator to process a distribution in that amount to the holders of Allowed Claims as soon as practicable.

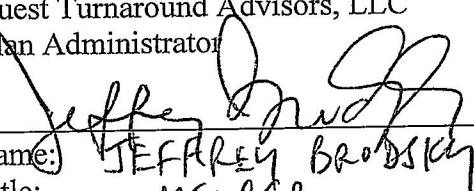
This Amendment 2 shall become effective only after the Stipulation And Consent Order With Respect To (A) Motion Of Solus Alternative Asset Management LP And ACC Claims Holdings LLC [Dkt. No. 14703], (B) Second Amendment To Plan Administrator Agreement, And (C) Appointment Of Successor Administrator has been So-Ordered by the Court and the order becomes final and no longer subject to appeal or further review.

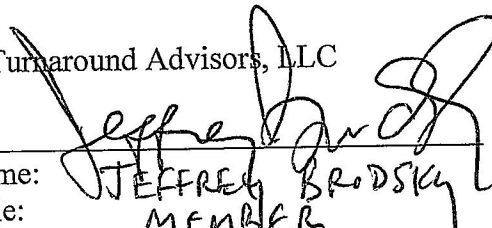
[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have signed or caused this Amendment to be signed by their respective officers duly authorized as of the date first written above.

ADELPHIA COMMUNICATIONS
COMPANY (on behalf of itself and each of its
Debtor Subsidiaries)

By: Quest Turnaround Advisors, LLC
Its: Plan Administrator

By: 
Name: JEFFREY BRODSKY
Title: MEMBER

Quest Turnaround Advisors, LLC
By: 
Name: JEFFREY BRODSKY
Title: MEMBER

ART Trustees

By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties have signed or caused this Amendment to be signed by their respective officers duly authorized as of the date first written above.

ADELPHIA COMMUNICATIONS COMPANY (on behalf of itself and each of its Debtor Subsidiaries)

Quest Turnaround Advisors, LLC

By: _____

Name:

Title:

By: Quest Turnaround Advisors, LLC
Its: Plan Administrator

By: _____

Name:

Title:

ART Trustees

By:  _____

Name: Dean A. Ziehl

Title: Chairman of the CVV Trustees
on behalf of the CVV Trustees
and Adelpia Recovery Trust