

APPENDIX A
TO THE
FIRST AMENDED PLAN OF REORGANIZATION

DEFINITIONS

APPENDIX A DEFINITIONS

Unless otherwise defined, the terms used in the Plan and Disclosure Statement have the same meanings as those terms have in the Bankruptcy Code, 11 U.S.C. §§ 101, et seq. (the “Code”), or as those terms have in the Federal Rules of Bankruptcy Procedure, promulgated pursuant to 28 U.S.C. § 2075. To clarify the presentation in the Plan and Disclosure Statement, the Debtor is referred to as either (a) “*Visitalk*” when it pertains to pre-petition events, (b) the “*Debtor*” when it pertains to events during the pendency of the bankruptcy or (c) the “*Reorganized Debtor*” when it pertains to plans of the Debtor after the bankruptcy is confirmed. The Debtor or any of the Co-Proponents may also be referred to as “*we*,” “*us*,” or “*our*.”

Subject to the qualifications contained in the foregoing paragraph, the following terms are defined as follows whenever used in this Plan:

1. “363 Sale” shall mean the sale of substantially all the Debtor’s operating assets except the Causes of Action and Causes of Action Proceeds to VT Acquisition Corp., an Arizona corporation currently controlled by Aztoré and its affiliates. This sale was approved by the Court on May 11, 2004.

2. “363 Buyer” shall mean VT Acquisition Corp., an Arizona corporation currently controlled by Aztoré and its Aztoré Affiliates.

3. “Active Operating Subsidiary” shall mean an Operating Subsidiary or other entity controlled by VTEC which has either (a) more than insignificant revenues, (b) assets greater than \$25,000, (c) employees or spends more than insignificant amounts with Non-affiliates for services, (d) has contractual commitments or liabilities for more than insignificant amounts or has other more than insignificant similar indicators of being an active business.

4. “Active Professionals” shall mean those Court appointed professionals who are supplying active services to the Debtor or the Estate as of the date the Court holds its hearing regarding the adequacy of the D/S.

5. “Allowed Administrative Claim” shall mean an Allowed Claim for payment of an administrative expense of a kind described in Section 503(b) of the Code, including, without limitation, the actual, necessary costs and expenses of preserving the estate and operating the business of the Debtor. Such sums include loans to the Debtor, wages, salaries or commissions due employees and others for services rendered after the commencement of the Case, compensation for legal and other professional services and reimbursement of expenses awarded under Sections 330(a) or 331 of the Code and all lawful fees and charges assessed against the estate under title 28 of the United States Code.

6. “Allowed Claim or Allowed Interest” shall mean a Claim or Interest having the following characteristics:

a. Either such Claim or Interest was listed in the Chapter 11 Schedules the Debtor filed with the United States Bankruptcy Court for the District of Arizona (hereafter, the “Court”) pursuant to Section 521 of the Code and such Claim or Interest was not identified in those schedules as “disputed”, “contingent” or Unliquidated”, or proof such Claim or Interest has been filed with the Court in the time and in the manner prescribed by the Court and the Federal Rules of Bankruptcy Procedure; and

b. No objection to the allowance of such Claim or Interest has been interposed within the periods of limitation fixed by the Court, the Code or the Federal Rules of Bankruptcy Procedure or any order resolving any objection to the allowance of such Claim or Interest has become a Final Order;

7. “Allowed Secured Claim” shall mean all or that portion of a Claim which both constitutes an Allowed Claim and which has been specifically allowed as a “secured claim” pursuant to Section 506(a) of the Code.

8. “Allowed Unsecured Claim” shall mean an Allowed Claim which is not an Allowed Administrative Claim, an Allowed Secured Claim or an Allowed Claim entitled to priority pursuant to 11 U.S.C. §507.

9. “Avoidance Actions” shall mean all claims, rights, and Causes of Action assertable by the Debtor or its Estate pursuant to §510, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, or 553 of the Bankruptcy Code, whether or not asserted or pending on the Confirmation Date, which are to be preserved and transferred to the Creditor’s Trust to be administered, prosecuted, compromised or otherwise disposed of for the benefit of creditors.

10. “Axient Equipment” shall mean two computer servers manufactured by Sun Computers.

11. “Aztoré” shall mean Aztoré Holdings, Inc., an investment and consulting company incorporated in Arizona.

12. “Aztoré Advisory Claim” shall mean an Administrative Claim for services provided by Aztoré during the proceeding and until the Effective Date.

13. “Aztoré Affiliate” shall mean any person or entity affiliated with Aztoré through common control or an officer or director of Aztoré or their personal affiliates.

14. “Aztoré Agency Fee” shall mean the Administrative Claim arising from the agency fee approved by the Court for the creation of the PLG and NVLG solicitation documents and the activities as agent for these lenders thereafter. Such fee was to be the greater of 5% of the amount raised or \$100,000.

15. “Aztoré Facilities Claim” shall mean an Administrative Claim due Aztoré for providing the Debtor interim operating facilities including a computer room and bandwidth between April 1, 2001 and September 30, 2001. This claim shall not arise until Plan Confirmation. Aztoré shall take securities issued under the Plan in full and complete settlement.

16. “Aztoré Financial Services and Operations Claim” shall mean an Administrative Claim for services provided by Aztoré related to the Debtor’s personnel management, negotiations with creditors, analysis activities supplementing the Debtor’s management and other financial and operational activities. This claim shall not arise until Plan Confirmation. Aztoré shall take securities issued under the Plan in full and complete settlement.

17. “Aztoré Rent Guarantee Fee” shall mean an Administrative Claim for a \$5,000 per month fee Aztoré charged the Debtor to guarantee the Debtor’s month-to-month rent payment, currently unpaid and in default, for the Debtor’s facilities, power and bandwidth rent and costs for the period October 1, 2001 until October 30, 2002. Aztoré shall take securities issued under the Plan in full and complete settlement.

18. “Bankruptcy Code” shall mean the federal statutes known as the “Bankruptcy Code”, which are set forth in Title 11 of the United States Code, 11 U.S.C. § 101, et seq.

19. “Bankruptcy Court” shall mean the United States Bankruptcy Court for the District of Arizona or the United States District Court of Arizona when a district judge is acting as a trial judge and not an appellate judge in the Case.

20. “Billing” shall mean VT Billing Services, Inc., a corporation to be formed by VTEC.

21. “BPI” shall mean VT Business Products, Inc., a corporation to be formed by VTEC.

22. “Call” shall mean the right of the issuer to redeem any of the warrants issued under the Plan by giving the registered holders of said warrants 20 days notice that unless such holders exercise their rights to purchase new shares of common stock related to said warrants, those warrants will be redeemed for \$.0001 per warrant. The issuer of the warrants shall have the right to call any percentage of any series of warrants. If less than all warrants of a particular series are called, then the warrants called will be selected by random lot in units of 100 warrants.

23. “Case” shall mean the Chapter 11 case of visitalk.com, Inc., pending in the United States Bankruptcy Court for the District of Arizona and currently assigned Case No. 00-13035 PHX-RTB.

24. “Causes of Action” shall mean all claims and causes of action that are property of the Estate or belong to the Debtor, including but not limited to: Avoidance Actions, arising from or related to breach of fiduciary duty, fraud, negligence, misrepresentation, conversion, breach of contract, fraudulent transfer, patent infringement, copyright violations, Lanham Act violations computer fraud and abuse, securities laws violations, derivative claims, misappropriation of trade secrets, unfair business practices, deceptive trade practices, unjust enrichment, indemnification and contribution, arising from or related to directors and officers’ liability; and fraudulent transfer claims; claims against D&O Insurance; potential claims and/or existing litigation involving MP3.com, i2v2.com, Inc., GN Netcom, Inc.; and all claims against defendants set forth in any pending litigation brought by Debtor including the pending District Court litigation against former directors and officers, former counsel for Debtor (Snell & Wilmer), former accountants, and the pending adversary proceedings in this case.

25. “Causes of Action Proceeds” shall mean any funds being held in escrow, trust accounts or otherwise or commitments related to payments for the settlement of Causes of Action.

26. “Class 7 Securities Pool” shall mean the pool of securities consisting of VTEC Units and Operating Subsidiary Units that will be distributed to the Unsecured Creditors pro rata to their Allowed Claims with each Unsecured Creditor receiving at least 100 Units of each such entity.

27. “Compaq Servers” shall mean the 32 Compaq servers sold to the Debtor in August 2000 pursuant to the terms of a financing arrangement under which the Debtor borrowed \$295,878 from Cisco and committed to 36 monthly payments of \$9,735. The transaction was purported to be a secured transaction but Cisco did not perfect its lien in the equipment prior to the commencement of the Debtor’s bankruptcy. The Debtor values these subject servers at less than \$50,000.

28. “Claim” shall mean a “claim”, as defined by § 101(5) of the Code, against the Debtor, against property of the Debtor or against property of the estate.

29. “Class” shall mean any class into which Allowed Claims or Allowed Interests are classified pursuant to this Plan.

30. “Code” shall mean the “Bankruptcy Code”, defined in this section of the Plan.

31. “Committee” shall mean the official unsecured creditors committee appointed in this Case.

32. “Confirmation” shall mean the signing, by a United States Bankruptcy Judge or by a United States District Judge acting as a trial judge and not as an appellate judge, of all orders necessary to confirm the Plan.

33. “Confirmation Date” shall mean the date that the Confirmation Order is signed by the Bankruptcy Judge.

34. “Confirmation Order” shall mean the order (or orders) confirming the Plan, signed by a United States Bankruptcy Judge or a United States District Judge, acting as a trial judge and not as an appellate judge, after entry of that order (or those orders) on the court’s docket.

35. “Confirmation of the Plan” shall mean entry on court’s docket of all orders necessary to confirm the Plan.

36. “Consummation of the Plan” shall mean the accomplishment of all things contained or provided for in the Plan and the entry of an order closing the Case pursuant to Rule 3022 of the Federal Rules of Bankruptcy Procedure.

37. “Court” shall mean Bankruptcy Court as defined in this section of the Plan. When not capitalized, the word “court” shall mean such court exercising proper jurisdiction in the case as the context of the Plan makes appropriate. For example, as used in the phrase “entry of an order on the docket of the court”, the term “court” can refer to the United States Bankruptcy Court for the District of Arizona, the United States District Circuit or the United States Supreme Court, depending upon which court has issued the order in the Case.

38. “Creditor” shall mean any entity holding a Claim.

39. “Creditors’ Trust” shall mean a Trust set up to hold all of the Debtor’s Causes of Action. There shall be as many Trust Units as dollars of Allowed Unsecured Claims.

40. “Creditors’ Trustee” This term will refer to and mean the person or entity who is appointed and designated as the Creditor’s Trustee effective on the Confirmation Date, and any successor Creditor’s Trustee appointed as provided in the Plan. The identity of the Creditor’s

Trustee will be disclosed prior to the confirmation hearing, will be approved by the Bankruptcy Court, will be subject to approval by the Official Unsecured Creditors Committee, and will become part of the Plan pursuant to the Confirmation Order.

41. “CSI” shall mean VT Consumer Services, Inc., a corporation to be formed by VTEC.

42. “Debtor” shall mean visitalk.com, Inc., the entity named as Debtor in the petition commencing this Case.

43. “Disclosure Statement” shall mean the Second Disclosure Statement which is the written disclosure statement the Debtor filed in this Case to support the Plan and is to be approved by the Court pursuant to Section 1125 of the Code.

44. “Disputed Claim” or “Disputed Interest” shall mean either (a) a Claim or an Interest listed in the Chapter 11 schedules filed by the Debtor pursuant to 11 U.S.C. §521 and designated as “disputed”, “contingent” or unliquidated” or (b) a Claim or an Interest to which an objection has been filed by a party in interest and which objection has not been resolved by an order which has become a Final Order on or before the Effective Date.

45. “Effective Date” shall mean that date ten (10) days following the date all orders necessary for confirmation of the Plan become Final Orders.

46. “Employee Incentive Payments” shall mean amounts that prior employees agreed to accept in securities issued under the Plan as an incentive to work for the Debtor.

47. “Excess Causes of Action Proceeds” shall mean the amount in excess of the amount necessary to pay the Unsecured Creditors their entire Unsecured Claim after considering the costs of collection for all Causes of Action.

48. “Exchange Act” shall mean the Exchange Act of 1934 which generally regulates financial reporting of public companies.

49. “Facilities” shall mean those facilities located at 14647 South 50th Street in Suites 130 and 150 subleased from Aztoré between April 1, 2001 and September 30, 2001 and leased month to month directly thereafter and including access to Bandwidth and a secure network operating center.

50. “Federal Rules of Bankruptcy Procedure” shall mean those rules of procedure governing bankruptcy cases and contested matters and adversary proceedings in those cases which have been promulgated pursuant to 28 U.S.C. § 2075, and any amendments to those rules applicable to this Case.

51. “Final Effective Date” shall mean either the Effective Date or the date on which the expiration of the appeal period of the order allowing a claim, whichever is later, or at such other times as may be mutually agreed upon by the Debtor and such claimants, or if an Administrative Claim does not become an Allowed Claim before the Effective Date, ten days after a Claim for Administrative Expenses becomes an Allowed Claim.

52. “Final Order” shall mean an order or judgment having the following characteristics: (a) it has sufficient finality under applicable law to be, (b) the filing of any motion to alter or amend it or to reconsider it, except such a motion brought pursuant to Rule 9024 of the Federal Rules of Bankruptcy Procedure and Rule 60 of the Federal Rules of Civil Procedure, is subject to being denied as untimely, (c) it has been entered on the court’s docket for a sufficient period of time such that the filing of any notice of appeal from it is subject to being dismissed as commencing an untimely appeal, (d) it has not been reversed, (e) it is not stayed, (f) it is not the subject of a pending motion seeking relief from it, reconsideration of it, or

to alter or amend it, and (g) it is not the subject of a pending appeal or a pending motion for review or rehearing on appeal.

53. “Financial” shall mean VT Financial Services, Inc., a corporation to be formed by VTEC.

54. “First Plan” shall mean the reorganization plan filed by the Debtor, as amended during 2001. This plan received adequate votes to be confirmed but could not be funded and was dismissed in 2002.

55. “Funding Lenders” shall mean all members of the LLC, the PLG and the NVLG and as it may apply, Aztoré.

56. “Gaming” shall mean VT Gaming Services, Inc., a corporation to be formed by VTEC.

57. “Initial Change of Control” shall mean an acquisition, merger or stock issuance such that VTEC, which initially will be the majority shareholder of all the Operating Subsidiaries will no longer hold such percentage control.

58. “Interests” shall mean the equity interests in the Debtor represented by issued and outstanding stock in the Debtor.

59. “International” shall mean VT International Corp., a corporation to be formed by VTEC.

60. “Infrastructure” shall mean VT Infrastructure Products Corp., a corporation to be formed by VTEC.

61. “IRC” shall mean the Internal Revenue Service Code.

62. “IRS” shall mean the Internal Revenue Service.

63. “IRS Code” shall mean the Internal Revenue Service Code.

64. International shall mean VT International Corp., a corporation to be formed by VTEC.

65. “Language 1-10” shall mean any of the ten VT Language Specific, Inc., corporations to be identified as to their language and geographic rights.

66. “Legal Rate” shall mean the rate of interest as defined by 28 U.S.C. § 1961 as of the Effective Date.

67. “LLC” shall mean Visitalk Lenders, LLC, an Arizona limited liability corporation which was authorized by the Court to lend the Debtor up to \$250,000 on a secured basis. Such loans will be qualified as an Administrative Claim.

68. “Marketing” shall mean VT Marketing Services, Inc., a corporation to be formed by VTEC.

69. “NavEdge Network, Inc.” or “NavEdge” shall mean an Arizona corporation which purchased certain technology from the Debtor and has agreed to maintain the Visitalk consumer business.

70. “NavEdge Operating Agreement” shall mean that agreement between NavEdge and the Debtor regarding supplying operating services.

71. “NavEdge Sale” shall mean that sale of certain technology owned by the Debtor approved in October 2003.

72. “The New Value Lender Group” shall mean that group of individual lenders that have lent or may lend the Debtor money and have or will receive NVLG Notes.

73. “New Value Group Note Offering” shall mean those Notes issued by the Debtor in a Post Petition Offering of up to a maximum of \$2,000,000. These loans will be classified as Administrative Claims.

74. “New Value Lender Notes” shall mean Notes offered to the Unsecured Creditors and others under the New Value Note Offering. The terms of the New Value Lender Notes are described in the Plan.

75. “NVLG Noteholders” shall mean the New Value Lender Group Noteholders.

76. “NVLG Note” shall mean the Notes issued to the NVLG Noteholders. These loans will be classified as Administrative Claims.

77. “NOL” shall mean a net operating loss carry-forward for Federal and State Income Tax purposes. NOL’s are subject to change of control rules established under the IRS Code whereby all less than 5% shareholders are grouped together and each greater than 5% shareholder is treated separately. In the event that an individual gains control on any testing date of more than 50 percentage points of additional ownership, then the NOL may be limited or lost in its entirety.

78. “Operating Subsidiaries” shall mean the Operating Subsidiaries as a group specifically CSI, BPI, Gaming, International, Infrastructure and Billing, Marketing, Video and Language 1-10 companies. The Operating Subsidiaries will be formed and initially owned 100% by VTEC.

79. “Operating Subsidiary Common Stock” shall mean the common stock of each of the Operating Subsidiaries to be issued under the Plan and distributed in the manner provided by the Plan

80. “Operating Subsidiary Warrant Unit” shall mean warrants to be issued by each Operating Subsidiary under the Plan and distributed in the manner provided by the Plan and containing the attributes provided in Article IX of the Plan.

81. “OpSub” shall mean Operating Subsidiary.

82. “Other Visitalk Assets” shall mean all assets not directly related to the Operating Subsidiaries excluding Causes of Action.

83. “Petition” shall mean the Petition commencing this Case, filed by Debtor on the Petition Date.

84. “Petition Date” shall mean November 29, 2000, the date the Petition was filed with the Court commencing this Case.

85. “Plan” shall mean this Chapter 11 Proposed Second Joint Plan of Reorganization, including all exhibits to this Plan, either in their present form or as they may be altered, amended or modified from time to time in accordance with the provisions of this Plan, the Code and the Federal Rules of Bankruptcy Procedure.

86. “PLG Noteholders” shall mean the Primary Lender Group Noteholders.

87. “Primary Lenders” shall mean the participants in the Primary Lender Group.

88. “Primary Lender Group” shall mean that group of Primary Investors who have or will lend the Debtor up to \$1,000,000 in funding under the Primary Lender Note Offering.

89. “Primary Lender Group Note Offering” shall mean those Notes issued by the Debtor in a Post Petition Offering up to a maximum of \$1,000,000. These loans are classified as Administrative Claims.

90. “Primary Lender Group Notes” shall mean those Notes issued under the Primary Lender Group Note Offering. These loans are classified as Administrative Claims.

91. “Old Common Stock” shall mean any validly issued and fully paid common stock of the Debtor issued and outstanding on the Petition Date.

92. “Old Preferred Stock” shall mean any validly issued and fully paid preferred stock of the Debtor issued and outstanding on the Petition Date.

93. “Reorganized Debtor” shall mean VT Equities Corp., or VTEC, the entity succeeding to all the property interests of the Debtor, except for the Causes of Action and the Causes of Action Proceeds, on the Effective Date and having the rights, powers, duties and interests granted the “Reorganized Debtor” set forth in the Plan and granted entities having plans of reorganization confirmed under Chapter 11 of the Bankruptcy Code.

94. “Rothwell Cash Claim” shall mean the portion of the Rothwell Claim, which was to be paid with cash on a monthly basis through August 2003.

95. “Rothwell Administrative Claim” shall mean the total Rothwell Administrative Claim, to the extent allowed by the Court, consisting of the Rothwell Cash Claim to the extent allowed by the Court and the Rothwell Equity Claim to the extent allowed by the Court.

96. “Rothwell Equity Claim” shall mean that portion of the Rothwell Administrative Claim to be paid in equities if a Plan was approved.

97. “Second Disclosure Statement” shall mean the Disclosure Statement filed to support the Proposed Second Joint Plan of Reorganization.

98. “Second Plan” shall mean the Second Joint Plan of Reorganization of which this Appendix is attached. The Second Plan is also referred to herein as the Plan.

99. “SEC” shall mean the United States Securities and Exchange Commission.

100. “Secured Creditor” shall mean any Creditor holding a lien, security interest, or other encumbrance which has been properly perfected as required by law with respect to the property owned by the Debtor on the Petition Date and which is neither subject to a pending proceeding seeking to vacate or disallow it nor vacated or disallowed by court order or operation of law.

101. “Securities Act” shall mean the Securities Act of 1933 which generally regulates the issuance and distribution of securities including any required registration of such offers or distributions.

102. “Series A Senior Note” shall mean the note or notes issued bearing interest at 10% per annum.

103. “Series B Note” shall mean the note or notes issued bearing interest at 5% per annum with the principal and interests convertible into VTEC Common Stock at \$.75 per share. Such notes are subordinated to the Series A Senior Notes.

104. “Transfer Agent” shall mean a qualified transfer agent or, at the discretion of each VTEC and each Operating Subsidiary’s Board of Directors, such entity issuing the securities which may act as its own transfer agent including acting as a note or warrant transfer agent.

105. “Trust” shall mean the Unsecured Creditors Trust.

106. “Trust Property” shall mean all property and proceeds to be contributed to the Creditor’s Trust as more fully set forth in this Plan including all Causes of action.

107. “Trust Unit” shall mean one share of the Unsecured Creditors Trust where there are as many shares as there are Allowed Unsecured Claims.

108. “Unsecured Creditor” shall mean any holder of an Allowed Unsecured Claim.

109. “Visitalk Technology” shall mean the proprietary technology owned and developed by the Debtor including all patents pending allowing the use of PC to PC voice transmission and providing, among other features, shared data over the Internet using peer to peer technology and a central directory.

110. “Visitarweb” shall mean Visitarweb.hispanos, LLC, a company controlled by Nubia Mayo, the wife of Gerry Mayo, the Debtor’s CEO which is developing a Spanish

language website to deliver Visitalk services in conjunction with NavEdge and Visitalk. Visitarweb is the prototype for a local language partner for Languages 1-10.

111. “VTEC” shall mean VT Equities Corp., a corporation to be incorporated prior to the Effective Date with no assets or liabilities except the cost of formation, formed by the Debtor, initially owned 100% by the Debtor and which shall become the Reorganized Debtor.

112. “VTEC Common Stock” shall mean the common stock of the Reorganized Debtor to be issued under the Plan and distributed in the manner provided by the Plan.

113. “VTEC Warrant Unit” shall mean warrants to be issued by the Reorganized Debtor under the Plan and distributed in the manner provided by the Plan and containing the attributes provided in Article IX of the Plan.

114. “VT Equities Corp.” or “VTEC” shall refer to a corporation formed by the Debtor. VTEC will be the Reorganized Debtor.

115. “VT Business Products, Inc.” or “BPI” shall refer to a corporation to be formed by VTEC prior to the Confirmation Date for the purposes of developing business applications related to the Visitalk Technology.

116. “VT Consumer Services, Inc.” or “CSI” shall refer to a corporation formed by the Debtor prior to the Confirmation Date for the purposes of developing holding all the assets of a business to supply the Visitalk Technology to consumers.

117. “VT Gaming Services, Inc.” or “Gaming” shall refer to a corporation to be formed by VTEC on or before the Confirmation Date for the purposes of developing the Debtor’s division, which focused on the using the Visitalk technology in the games and entertainment industry.

118. VT Financial Services, Inc.” or “Financial” shall refer to a corporation formed by VTEC on or before the Confirmation Date, for the purposes of developing a business based on assisting the Operating Subsidiaries with financial activities.

119. “VT International Corp.” or “International” shall refer to a corporation to be formed by VTEC prior to the Confirmation Date for the purpose of developing a business based on the Debtor’s division, which focused on international activities.

120. “VT Language Specific One, Inc.” through “VT Language Specific Ten, Inc.” or “Language 1-10” shall refer to up to ten corporations which may be formed at the Debtor’s discretion prior to the Confirmation Date for the purpose of developing geographic oriented businesses based on the capacity to customize the Debtor’s technology to make it language specific. The Debtor has already created a prototype based on the Spanish language and has had discussions regarding the translation of the site into Korean and Japanese.

121. “VT License Agreements” shall mean the exclusive agreements between VTEC and its Operating Subsidiaries giving such Operating Subsidiaries the exclusive rights to supply products or services based on the Visitalk Technology within a defined market segment.

122. “VT Operating Assets” shall mean all the assets necessary to operate a VT division not limited to computers, software, equipment and technology licenses.

123. “VT Billing Services, Inc.” or “Billing” shall refer to a corporation to be formed by VTEC on or before the Confirmation Date, for the purposes of developing new businesses for the Debtor’s.

124. “VT Marketing Services, Inc.” or “Marketing” shall refer to a corporation to be formed by VTEC on or before the Confirmation Date, for the purposes of developing the new businesses for the Debtor.

125. “Video” shall mean VT Video Services, Inc., a corporation to be formed by VTEC Video on or before the Confirmation date, for the purposes of developing a this new businesses for the Debtor.

126. “VT Video Services, Inc.” or “Video” shall refer to a corporation to be formed by VTEC on or before the Confirmation Date.