

3. Prior to dissolution, NII was a public company that, through its subsidiaries, provided wireless communication services under the Nextel brand in Mexico, Brazil, Peru, Argentina and Chile. The Company's services included mobile telephone voice and wireless data, international voice and data roaming services, and certain value-added services, including sports, music and entertainment streaming capabilities. NII's common stock, par value \$0.001 per share (the "Common Stock"), formerly traded on the NASDAQ Global Select Market ("NASDAQ") under the symbol "NIHD".

4. In August 2013, two of NII's wholly owned, indirect subsidiaries completed the sale of all of the outstanding equity interests in NII's wholly owned operations in Peru to Empresa Nacional de Telecomunicaciones S.A. and one of its subsidiaries, Entel Inversiones, S.A. (together, "Entel"). In December 2016, NII settled all indemnification obligations with Entel, and NII has no further obligations in connection with this transaction.

5. In August 2014, three of NII's wholly owned, indirect subsidiaries completed the sale of all of the outstanding equity interests of NII's wholly owned operations in Chile to Fucata, S.A. for a de minimus amount. NII has no further obligations in connection with this transaction.

6. On September 15, 2014, NII and certain subsidiaries, including NII Capital Corp. and Nextel International Telecom, S.C.A ("NIIT"), filed voluntary

petitions seeking relief under Chapter 11 of Title 11 (“Chapter 11”) of the United States Bankruptcy Code (the “Bankruptcy Code”) in the United States Bankruptcy Court for the Southern District of New York (the “Bankruptcy Court”). Such proceedings were styled *In re NII Holdings, Inc. et al.*, C.A. No. 14-12611-SCC (Bankr. S.D.N.Y.) (the “Bankruptcy Proceedings”).

7. On November 24, 2014, certain of the holders of the senior notes issued by NII Capital Corp. and NIIT, certain other creditors and the official committee of unsecured creditors appointed in the Bankruptcy Proceedings (the “Chapter 11 Committee”) reached agreement regarding the terms of a plan of reorganization (the “Original Plan”). The Original Plan and a related disclosure statement were filed with the Bankruptcy Court on December 22, 2014.

8. On January 26, 2015, NII and certain of its subsidiaries entered into a Purchase and Sale Agreement with New Cingular Wireless Services, Inc., an indirect subsidiary of AT&T, Inc., Nextel International (Uruguay) LLC and Comunicaciones Nextel de México, S.A. de C.V. (the “Mexico Purchase Agreement”) for the sale of NII’s operations in Mexico (“Nextel Mexico”).

9. On March 5, 2015, certain of the debtors, holders of approximately \$1.93 billion, or 70%, of the senior notes issued by NII Capital Corp. and approximately \$1.15 billion, or 72%, of the senior notes issued by NIIT and the Chapter 11 Committee reached agreement regarding the terms of a revised plan of

reorganization (the “Revised Plan”), which accounted for the impact of, and was contingent upon, the sale of Nextel Mexico. The Revised Plan provided for, among other things, the distribution of a portion of the net proceeds of the sale of Nextel Mexico to holders of the senior notes issued by NII Capital Corp. and NIIT and for the conversion of the remaining balance of such senior notes into equity interests in the reorganized company. The Revised Plan also included a settlement of certain estate claims and claims related to the purported release of certain guarantees of the NII Capital Corp. senior notes due 2016 and 2019.

10. On April 30, 2015, NII, together with its wholly owned subsidiary, NIU Holdings LLC (“NIU Holdings”), completed the sale of Nextel Mexico. The transaction was structured as a sale of all of the outstanding stock of the parent company of Comunicaciones Nextel de Mexico, S.A. de C.V. for a purchase price of \$1.875 billion, including \$187.5 million deposited in escrow (the “Mexico Escrow”) to satisfy potential indemnification claims.

11. On June 19, 2015, the Bankruptcy Court entered an order approving and confirming (the “Confirmation Order”) the First Amended Joint Plan of Reorganization, dated April 20, 2015 (the “Plan of Reorganization”). On June 26, 2015, the conditions of the Confirmation Order and the Plan of Reorganization were satisfied, the Plan of Reorganization became effective, and NII emerged from the Bankruptcy Proceedings.

12. Following its emergence from the Bankruptcy Proceedings, the Board of Directors of NII (the “NII Board”) determined to evaluate potential strategic alternatives with respect to its remaining operations in Argentina (“Nextel Argentina”) and Brazil (“Nextel Brazil”).

13. On January 27, 2016, two of NII’s wholly owned, indirect subsidiaries completed the sale of all of NII’s outstanding equity interests in Nextel Argentina to Grupo Clarin for an aggregate purchase price of \$178.0 million. In the second half of 2016, the Company entered into a mutual release agreement with Grupo Clarin for all current and future claims under the purchase agreement and, as a result, the Company has no further obligations in connection with this transaction.

14. Following the sale of Nextel Argentina, the NII Board determined to explore a possible sale of an equity interest in, or other strategic transaction involving, Nextel Brazil. On March 17, 2019, the NII Board approved the consummation of a sale of substantially all of the Company’s assets via the execution of a Purchase Agreement (the “Brazil Purchase Agreement”) among the Company, NII International Holdings S.à r.l. (“NIIH”), a wholly owned subsidiary of NII, América Móvil, S.A.B. de C.V. (“AMX”) and AI Brazil Holdings B.V. (“AI Brazil”), pursuant to which NII and AI Brazil would sell Nextel Brazil, their jointly-owned wireless operations in Brazil, for an aggregate purchase price of \$905 million, less net debt and subject to certain adjustments at closing. Specifically, pursuant to

the terms of the Brazil Purchase Agreement, NIIH agreed to sell all of the issued and outstanding shares of NII Brazil Holdings S.à r.l. (“NIIBH”) to AMX (the “Nextel Brazil Transaction”) and AI Brazil agreed to sell all of its interests in Nextel Holdings S.à r.l. to NIIBH (the “AI Brazil Transaction”). Following the Nextel Brazil Transaction and the AI Brazil Transaction, AMX would indirectly own all of the outstanding shares of Nextel Brazil. Further, pursuant to the terms of the Brazil Purchase Agreement, NII would receive its share of the final net proceeds after deducting a preferred share return due to AI Brazil, and AMX would place \$30 million of NII’s portion of the net proceeds into an 18-month escrow account to secure NII’s indemnification obligations under the Brazil Purchase Agreement.

15. The NII Board further determined that, following the sale of substantially all of the assets of the Company pursuant to the Nextel Brazil Transaction, it was advisable and in the best interests of the Company, its stockholders, its creditors, its employees and others to voluntarily liquidate and dissolve the Company and distribute its remaining assets. Accordingly, on March 17, 2019, the NII Board also duly authorized the dissolution of NII pursuant to 8 *Del. C.* § 275 and approved the Plan of Complete Liquidation and Dissolution (the “Plan”). A true and correct copy of the Plan is attached hereto as Exhibit 1.

16. On June 27, 2019, the stockholders of NII approved the sale of substantially all of the assets of the Company through a sale of Nextel Brazil to AMX

via the Nextel Brazil Transaction (the “Nextel Brazil Sale”) and the liquidation and dissolution of the Company, pursuant to the Plan, following the consummation of the Nextel Brazil Sale (the “Dissolution”). NII completed the Nextel Brazil Sale on December 18, 2019 in accordance with the terms of the Brazil Purchase Agreement for an aggregate purchase price of \$948.5 million. After deducting \$491.6 million of net debt, the net purchase price at closing was \$456.9 million. In consideration for the sale of its 27.55% ownership interest in Nextel Brazil, AI Brazil received a \$2.5 million preferred return and its \$125.2 million pro rata share of the net purchase price. Accordingly, after deducting these amounts, NII’s share of the net purchase price was \$329.2 million, and after taking into account (i) the amounts placed into an escrow to secure NII’s indemnification obligations under the Brazil Purchase Agreement, (ii) the amounts placed into an escrow to secure NII’s payment obligations with respect to its outstanding 4.25% Convertible Senior Notes due 2023 (the “Notes”) and (iii) accounting for a \$1.9 million upward adjustment for a decrease in estimated accrued tax contingencies pursuant to the Brazil Purchase Agreement, the net proceeds to NII were \$166.3 million.

17. On December 18, 2019, in connection with the Plan, the Company notified the NASDAQ of its intention to delist the Common Stock from the NASDAQ. The Company filed a Form 25 with the Securities and Exchange

Commission (the “SEC”) and NASDAQ on December 30, 2019, and the Common Stock was delisted from trading on the NASDAQ on January 9, 2020.

18. NII filed a certificate of dissolution pursuant to 8 *Del. C.* § 275(a) and (b) on January 13, 2020. A true and correct copy of the Certificate of Dissolution of NII Holdings, Inc. is attached hereto as Exhibit 2. NII also reported the Dissolution in a Form 8-K filed with the SEC on January 13, 2020.

19. On January 13, 2020, upon the effectiveness of the Certificate of Dissolution, the Company closed its stock transfer books and discontinued recording transfers of its Common Stock, other than transfers by will, intestate succession or operation of law.

20. On January 14, 2020, NII made certain regulatory filings with the SEC that resulted in the termination of the registration of the Common Stock and the suspension of NII’s periodic reporting obligations under the Securities Exchange Act of 1934. Although NII no longer has an obligation to publicly file periodic reports with the SEC, NII has posted updates regarding the status of the Dissolution on its website (www.nii.com). The Company currently plans to continue such updates with respect to material developments related to the Dissolution and its distributions.

21. Pursuant to and in accordance with 8 *Del. C.* § 280, on February 3, 2020, the Company mailed a Notice of Dissolution to All Claimants (the

“Dissolution Notice”) to 240 potential creditors of NII, requesting that those receiving such notice present any claims within 60 days as directed therein and advising such parties that any claims against the Company not presented in accordance therewith would be barred under Delaware law. A true and correct copy of the form of Dissolution Notice is attached hereto as Exhibit 3.

22. The Dissolution Notice was published on February 3 and 10, 2020, which constitutes once a week for two consecutive weeks, in *The News Journal*, a newspaper of general circulation in New Castle County, Delaware, the county in which NII’s last registered agent in Delaware was located. A true and correct copy of the affidavit of publication is attached hereto as Exhibit 4.

23. At the time the Dissolution became effective, NII had more than \$10,000,000 in total assets and, accordingly, the Dissolution Notice was published on February 5, 2020 in all editions of *USA Today*, a daily newspaper with a national circulation. A true and correct copy of the affidavit of publication is attached hereto as Exhibit 5.

24. The Dissolution Notice was published on February 8 and 14, 2020, which constitutes once a week for two consecutive weeks, in *Fairfax County Times*, a newspaper of general circulation in Fairfax County, Virginia, the county in which the principal place of business of NII was located. A true and correct copy of the affidavit of publication is attached hereto as Exhibit 6.

25. On March 5, 2020, the Company announced the closing of a tender offer (the “Tender Offer”) to purchase up to \$103,100,000 aggregate principal amount of its outstanding Notes, which had been launched on February 5, 2020. Pursuant to the terms and subject to the conditions set forth in the Company’s Offer to Purchase, dated February 5, 2020 and as amended on February 18, 2020, the Company offered to pay, in cash, an amount equal to \$1,090 per \$1,000 principal amount of Notes purchased, plus accrued and unpaid interest from the last interest payment date on the Notes to, but not including, the date of payment for the Notes accepted in the Tender Offer. The Tender Offer expired on March 4, 2020 and, on March 9, 2020, NII paid a total of \$92.1 million for the purchase of the tendered Notes, including interest. Following the close of the Tender Offer, approximately \$28.7 million aggregate principal amount of the Notes remained outstanding. Through private purchases completed on or before May 1, 2020, NII repurchased the remaining \$28.7 million of the Notes.

26. The claim period as set forth in the Dissolution Notice expired on April 3, 2020, which date is not less than the statutorily prescribed sixty (60) days after the date the Dissolution Notice was mailed to potential creditors as described in paragraph 21 above. The potential claimants to whom NII sent the Dissolution Notice and who did not respond and submit a claim by the deadline are set forth in Exhibit 7. Accordingly, in conjunction with determining the amounts that NII is

required to reserve pursuant to 8 *Del. C.* § 280(c), NII requests that this Court enter an order providing that the claims of persons or entities listed in Exhibit 7 are barred pursuant to 8 *Del. C.* § 280(a)(2).

27. NII received eight (8) claims letters in response to the Dissolution Notice and publications, each of which is described below:

a. *Wilmington Trust, National Association*. On or about March 20, 2020, NII received a claim from Wilmington Trust, National Association (“Wilmington Trust”) asserting a contractual claim for the payment of principal and interest on behalf of the Notes and a claim for Wilmington Trust’s fees, expenses and indemnification in connection with its role as trustee, paying agent, note registrar, conversion agent, escrow agent and tender agent in connection with the Notes, pursuant to the Indenture, dated August 14, 2018, between Wilmington Trust and the Company (the “Indenture”), the Escrow Agreement, dated December 18, 2019, between Wilmington Trust and the Company, providing for escrow account no. 137534-000 related to the Notes (the “Notes Escrow Agreement”), and the Tender Agent Agreement, dated December 19, 2019, between Wilmington Trust and the Company (the “Tender Agent Agreement” and together with the Indenture and Notes Escrow Agreement, the “Agreements”). Pursuant to the Indenture, in connection with the closing of the Nextel Brazil Sale, NII was required to place \$134.8 million of the proceeds of the Nextel Brazil Sale in an escrow for the Notes,

representing principal and interest through maturity (the “Notes Escrow”). NII utilized \$128.3 million of cash held in the Notes Escrow to repurchase all \$115 million aggregate principal amount of the Notes (including accrued interest). As a result, of the \$134.8 million cash held in the Notes Escrow to secure NII’s obligations related to the Notes, \$6.9 million was released to NII in May 2020. On May 20, 2020, less than 90 days after receipt of such claim, NII sent a letter to Wilmington Trust that constituted an offer of security pursuant to 8 *Del. C.* § 280(b)(2). In the offer of security letter, NII (i) noted that it repurchased all \$115 million aggregate principal amount of the Notes issued pursuant to the Indenture, that all of the Notes authenticated and delivered have been delivered to Wilmington Trust, as trustee, for cancellation, and that, as of May 6, 2020, all fees and expenses have been paid and the Notes Escrow has been closed, with the remaining funds released to the Company, and (ii) offered \$1 million as security to Wilmington Trust for the NII’s indemnification obligation pursuant to the Agreements, under the terms set forth in the letter. A true and correct copy of the offer of security letter is attached hereto as Exhibit 8. In connection with the offer of security letter, NII and Wilmington Trust entered into a Release of Claims, dated as of June 8, 2020, pursuant to which Wilmington Trust agreed to, among other things, not object to NII’s offer of security letter. A true and correct copy of the Release of Claims is attached hereto as Exhibit 9.

b. *Cruz Bencomo y Meza Sánchez Asociados, S.C.* On or about March 26, 2020, NII received a claim from Cruz Bencomo y Meza Sánchez Asociados, S.C. (“Cruz Bencomo”) asserting the right to payment from NII, in accordance with the terms of the Mexico Purchase Agreement, for services relating to its representation of AT&T Comunicaciones Digitales, S. de R.L. de C.V. (“AT&T Mexico”) in the litigation of two tax liabilities, which are discussed in detail in paragraphs 28(b) and 28(c), in connection with tax audits relating to former Nextel Mexico entities for tax years ended before the closing of the sale of Nextel Mexico, with the final amount due for services performed by Cruz Bencomo to be determined based on the outcome of such proceedings, as agreed to by NII and Cruz Bencomo in two letter agreements dated May 9, 2019. Specifically, Cruz Bencomo asserted that (i) with respect to the nullity petition in which AT&T Mexico is contesting an official letter from the Mexican Tax Administration Service pursuant to which a tax liability of MXN \$154.3 million was determined to be due by AT&T Mexico and the trial of which is currently being litigated before Mexico’s Federal Court of Administrative Justice (the “Mexican Court”) under file number 34/19-ERF-01-2 and is discussed in detail in paragraph 28(b), its outstanding fees are as follows: (a) \$270,000 should a final favorable resolution be obtained recognizing the full nullity of the contested resolution or (b) \$90,000 should the Mexican Court nullify certain effects, providing for the reduction of the determined tax liability, but allowing the

authority to issue a new resolution, and (ii) with respect to the nullity petition in which AT&T Mexico is contesting an official letter from the Mexican Tax Administration Service, pursuant to which a tax liability of MXN \$47.7 million was determined to be due by AT&T Mexico and the trial of which is currently being litigated before the Mexican Court under file number 35/19-ERF-01-6 and is discussed in detail in paragraph 28(c), its outstanding fees are as follows: (a) \$100,000 should a final favorable resolution be obtained recognizing the full nullity of the contested resolution or (b) \$27,000 should the Mexican Court nullify certain effects, providing for the reduction of the determined tax liability, but allowing the authority to issue a new resolution. On May 11, 2020, less than 90 days after receipt of such claim, NII sent a letter to Cruz Bencomo that constituted an offer of security pursuant to 8 *Del. C.* § 280(b)(2). Through the offer of security letter, NII offered \$385,000 as security to Cruz Bencomo, which amount the Company has determined to be sufficient to provide compensation to Cruz Bencomo if favorable resolution is obtained in both tax liability litigations and to cover potential additional expenses, if any, such as experts' fees, travel expenses, or certified copies issued by notaries or courts, which are necessary, appropriate, timely submitted and approved by the Company. A true and correct copy of the offer of security letter is attached hereto as Exhibit 10. On May 13, 2020, NII received an email from Iván Cruz, partner at

Cruz Bencomo, stating that Mr. Cruz in is agreement with the offer of security. A true and correct copy of the May 13, 2020 email is attached hereto as Exhibit 11.

c. *AI Brazil Holdings B.V.* On or about March 27, 2020, NII received a claim from AI Brazil asserting unmatured contractual claims relating to (i) the Brazil Purchase Agreement, (ii) the Side Letter Agreement, dated March 18, 2019, between the Company and AI Brazil and (iii) the Undertaking Letter Agreement, dated October 15, 2018, between the Company and AI Brazil. On June 11, 2020, NII and AI Brazil entered into a Settlement and Release Agreement (the “Settlement Agreement”), pursuant to which the Company and AI Brazil agreed to resolve all open matters relating to the Collective Agreements, as defined in the Settlement Agreement. A true and correct copy of the Settlement Agreement is attached hereto as Exhibit 12. Additionally, on June 11, 2020, less than 90 days after receipt of AI Brazil’s claim, NII sent a letter to AI Brazil that constituted an offer of security pursuant to 8 *Del. C.* § 280(b)(2). Through the offer of security letter, NII offered a reserve for AI Brazil through September 11, 2020, should an additional payment mature as a result of adjustment provisions of the Settlement Agreement. A true and correct copy of the offer of security letter is attached hereto as Exhibit 13. The reserve period has expired, and AI Brazil confirmed by email dated September 18, 2020 that no further reserve is required. A true and correct copy of the September 18, 2020 email is attached hereto as Exhibit 14.

d. *Norigin Media AS*. On or about March 31, 2020, NII received a claim from Norigin Media AS (“Norigin”) asserting that, notwithstanding payment by the Company of the outstanding amount due by the Company to Norigin as part of the Bankruptcy Proceedings, Norigin is owed \$2,357,812.95, calculated by subtracting the amount paid by the Company pursuant to the Confirmation Order and Plan of Reorganization (\$140,929.05) from the original Norigin claim of \$2,498,742. In January 2016, pursuant to Sections II.C.8b(A), IX.B and IX.C of the Plan of Reorganization, which is binding on holders of claims—including Norigin—the Reorganized Debtors (as defined in the Plan of Reorganization) accepted and paid Norigin’s claim, which in accordance with the Plan of Reorganization was paid at 5.64% of the amount due as required under NII’s Plan of Reorganization for pre-petition matters. Norigin’s claim was therefore discharged under the Plan of Reorganization and Norigin is enjoined from seeking to collect any additional amounts from the Reorganized Debtors on account of such claim. Accordingly, on May 11, 2020, less than 90 days after receipt of such claim, NII sent a letter to Norigin that constituted a notice of rejection pursuant to 8 *Del. C.* § 280(a)(3). A true and correct copy of the notice of rejection letter is attached hereto as Exhibit 15. NII did not receive a response from Norigin, and Norigin did not institute an action suit or proceeding with respect to its claims by September 8, 2020, the 120th day

after the mailing of the notice of rejection, and therefore Norigin's claims are barred pursuant to 8 *Del. C.* § 280(a)(4).

e. *Deloitte Tax LLP.* On or about April 2, 2020, NII received a claim from Deloitte Tax LLP ("Deloitte") asserting the right to payment of fees and expenses incurred in connection with services rendered and future services and potential contingent contractual claims based on certain on-going contractual obligations of the Company to Deloitte, such as indemnification obligations under Deloitte's engagement letter with NII. On May 20, 2020, less than 90 days after receipt of such claim, NII sent a letter to Deloitte that constituted an offer of security pursuant to 8 *Del. C.* § 280(b)(2). Through the offer of security letter, NII offered \$250,000 as security to Deloitte for its claim, which amount the Company has determined to be sufficient to provide compensation to Deloitte if such claim matures. A true and correct copy of the offer of security letter is attached hereto as Exhibit 16. In a letter dated September 16, 2020, Deloitte submitted a counter to the offer of security (the "Counteroffer"). The Counteroffer proposed \$1,000,000 as security to Deloitte for its claim, with such amount to be periodically reduced through the expiration of the Company's corporate existence on January 13, 2023 in accordance with Exhibit A attached thereto. NII has agreed to the Counteroffer. A true and correct copy of the September 16, 2020 Counteroffer is attached hereto as Exhibit 17.

f. *América Móvil, S.A.B. de C.V.* On or about April 2, 2020, NII received a claim from AMX asserting: (i) that the Dissolution Notice constituted a breach of Section 10.1(b) of the Brazil Purchase Agreement; (ii) potential contingent contractual claims based on certain on-going contractual indemnification obligations of the Company to AMX under Sections 10.2 and 10.3 of the Brazil Purchase Agreement (the “Contingent Contractual Obligations”); (iii) a claim for losses arising from the Dissolution Notice; and (iv) a claim of actual fraud under the Brazil Purchase Agreement (claims (i), (iii) and (iv) together, the “Rejected Claims”). On May 20, 2020, less than 90 days after receipt of such claim, NII sent a letter to AMX that constituted both a notice of rejection of certain claims under 8 *Del. C.* § 280(a)(3) and an offer of security for certain other claims pursuant to 8 *Del. C.* § 280(b)(2). Through such letter, NII rejected the Rejected Claims and offered \$30 million as security to AMX for the Contingent Contractual Obligations, which amount is held in an escrow account pursuant to the escrow agreement, dated as of December 18, 2019, between AMX, NII and Citibank N.A. (the “Brazil Escrow”). A true and correct copy of the notice of rejection and offer of security letter is attached hereto as Exhibit 18. NII did not receive a response from AMX with respect to its offer of security with respect to the Contingent Contractual Obligations, and AMX did not institute an action suit or proceeding with respect to the Rejected Claims, by September 17, 2020, the 120th day after the mailing of the notice of

rejection and offer of security, and therefore AMX is deemed to have accepted NII's offer of security with respect to the Contingent Contractual Obligations pursuant to 8 *Del. C.* § 280(b)(2) and the Rejected Claims are barred pursuant to 8 *Del. C.* § 280(a)(4).

g. *Jones Day.* On or about April 2, 2020, NII received a claim from Jones Day asserting the right to payment for legal services rendered through February 29, 2020 in the amount of \$148,784.52 and for services that Jones Day may render to the Company in the future. On May 11, 2020, NII sent to Jones Day a confirmation of receipt of such claim, which confirmed that the outstanding invoices for services rendered by Jones Day have been paid in full and that NII would continue to process any invoices for future services rendered by Jones Day in accordance with the terms of Jones Day's engagement letter with NII. A true and correct copy of the confirmation of receipt of claim letter is attached hereto as Exhibit 19.

h. *AT&T Mobility Holdings, B.V.; New Cingular Wireless Services, Inc.; Nextel International (Uruguay) LLC and Comunicaciones Nextel de México, S.A. de C.V.* On or about April 3, 2020, NII received a claim from AT&T Mobility Holdings B.V., New Cingular Wireless Services, Inc., Nextel International (Uruguay) LLC and Comunicaciones Nextel de México, S.A. de C.V. (collectively, "AT&T") asserting potential contingent contractual claims based on certain on-

going contractual indemnification obligations for tax liabilities attributable to periods preceding the sale of Nextel Mexico pursuant to the Mexico Purchase Agreement (the “AT&T Notice of Claims”). A true and correct copy of the AT&T Notice of Claims (without accompanying exhibits) is attached hereto as Exhibit 20. On June 1, 2020, less than 90 days after receipt of such claim, NII sent a letter to AT&T that constituted an offer of security pursuant to 8 *Del. C.* § 280(b)(2). Through the offer of security letter, NII offered (i) \$0.00 as security for certain claims that relate to either tax liabilities that have been settled with the Mexican government and paid to AT&T from the Mexico Escrow or potential future audits for which the statute of limitations for such audits has expired, and (ii) \$18,735,727 for certain claims, as specified therein, with \$17,485,727 of this amount held in the Mexico Escrow, which NII determined to be sufficient to provide compensation to AT&T if such claims mature. A true and correct copy of the offer of security letter is attached hereto as Exhibit 21. In a letter dated September 28, 2020, AT&T rejected NII’s offer of security as inadequate to address AT&T’s claims set forth in the AT&T Notice of Claims. A true and correct copy of AT&T’s letter rejecting the offer of security is attached hereto as Exhibit 22. NII maintains that the offer of security provided to AT&T is reasonable and appropriate because NII should not have to reserve for audits that have been amended, filed and paid in accordance with the agreements reached with Servicio de Administración Tributaria, the Mexican tax

administration (the “SAT”), or for potential audits that were not opened by the SAT on tax years for which the statute of limitations for such audits has passed.

28. As of the date of this Petition there are zero actions, suits or proceedings currently pending to which the Company is a party. There are, however, three actions, suits or proceedings currently pending to which the Company’s wholly owned subsidiary is a party or to which the Company, though not a party, could be obligated to pay certain judgments.

a. *NIU Holdings LLC v. AT&T Mobility Holdings, B.V.*, Case No. 10-1099-SCC (June 10, 2019). In November 2018, it became apparent that AT&T disagreed with the Company’s interpretation of the timing of release requirements for proceeds from the sale of Nextel Mexico, which were deposited at the closing of such sale into the Mexico Escrow for indemnification, under the Mexico Purchase Agreement. On February 11, 2019, NIU Holdings initiated review of this matter by the Bankruptcy Court, which had approved the Mexico Purchase Agreement and the related Mexico Escrow in connection with the Company’s Bankruptcy Proceedings. On March 25, 2019, NIU Holdings filed a claim against AT&T to recoup \$68.3 million from the Mexico Escrow, an amount which was subsequently adjusted to \$65.8 million primarily as a result of a certain disbursement from the Mexico Escrow agreed to by the parties in June 2019. On July 22, 2019, NIU Holdings filed a motion supporting its request for summary judgment and AT&T filed a motion supporting

its request for a judgment on the pleadings. A hearing on these matters was held on September 5, 2019, and, as of the date of this petition, the parties are awaiting the Bankruptcy Court's decision. As of October 6, 2020, \$87.1 million remains in the Mexico Escrow. NIU Holdings initiated this proceeding to request the Bankruptcy Court direct AT&T to sign to release funds to NIU Holdings that are currently held in the Mexico Escrow. Should NIU Holdings not be successful in this matter, there is no amount due to AT&T. Accordingly, no additional reserve is needed for this matter.

b. *AT&T Comunicaciones Digitales, S. de R.L. de C.V. (previously Inversiones Nextel de Mexico, S. de R.L. de C.V.) v. Servicio de Administración Tributaria, Administración General de Grandes Contribuyentes* (Mexican Tax Administration Service – Large Taxpayer Division), Case #34/19-ERF-01-2 (June 10, 2019). On June 10, 2019, AT&T Mexico initiated an action against the Mexican Tax Administration Service to contest an administrative appeal ruling that confirmed a tax assessment that challenged the methodology used by Nextel Mexico in 2011 to calculate a revenue-based excise tax called IEPS and determined that a tax liability of MXN \$154.3 million was due by AT&T Mexico. Specifically, the tax authorities assert that the amount of revenue reported by Nextel Mexico for Value Added Tax (“VAT”) purposes should also be used for IEPS. Pursuant to the Mexico Purchase Agreement, NII is obligated to indemnify AT&T for this matter and any payment

due would be covered by the funds held in the Mexico Escrow. The full amount that could be determined to be due in this matter has been included in the reserve for AT&T described in paragraph 27(h), which reserve reflects an amount to cover a potential inflation adjustment and an amount for potential fluctuations in foreign currency exchange rates. NII has also included a reserve for legal fees incurred by Cruz Bencomo for its representation of AT&T Mexico in this matter, as described in paragraph 27(b). Accordingly, if NII's proposed reserve for AT&T's claims as set forth in paragraph 27(h) above and NII's proposed reserve for Cruz Bencomo's claims as set forth in paragraph 27(b) above are each approved, NII does not believe any additional reserve is required with respect to this pending suit.

c. *AT&T Comunicaciones Digitales, S. de R.L. de C.V. (previously NII Telecom S.de R.L. de C.V.) v. Servicio de Administración Tributaria, Administración General de Grandes Contribuyentes* (Mexican Tax Administration Service – Large Taxpayer Division), Case #35/19-ERF-01-6 (June 12, 2019). On June 12, 2019, AT&T Mexico initiated an action against the Mexican Tax Administration Service to contest an administrative appeal ruling that confirmed a tax assessment that challenged the methodology used by Nextel Mexico in 2012 to calculate a revenue-based excise tax called IEPS and determined that a tax liability of MXN \$47.7 million was due by AT&T Mexico. Specifically, the tax authorities are asserting that certain transactions that Nextel Mexico reported as exempt from

IEPS in 2012 should instead be subject to IEPS. Pursuant to the Mexico Purchase Agreement, NII is obligated to indemnify AT&T for this matter and any payment due would be covered by the funds held in the Mexico Escrow. The full amount that could be determined to be due in this matter has been included in the reserve for AT&T described in paragraph 27(h), which reserve reflects an amount to cover a potential inflation adjustment and an amount for potential fluctuations in foreign currency exchange rates. NII has also included a reserve for legal fees incurred by Cruz Bencomo for its representation of AT&T Mexico in this matter, as described in paragraph 27(b). Accordingly, if NII's proposed reserve for AT&T's claims as set forth in paragraph 27(h) above and NII's proposed reserve for Cruz Bencomo's claims as set forth in paragraph 27(b) above are each approved, NII does not believe any additional reserve is required with respect to this pending suit.

29. As of the date of this Petition, NII anticipates that, based on facts known to the Company, no additional claims are expected to arise or become known to the Company within five (5) years from the date of Dissolution. It is anticipated, however, that one (1) action, suit or proceeding could arise to which the Company, though not a party, could be obligated to pay certain judgments.

a. AT&T Comunicaciones Digitales, S. de R.L. de C.V. (previously Inversiones Nextel de Mexico, S. de R.L. de C.V.). It is expected that, upon receipt of a tax assessment challenging an income tax deduction related to an upfront lease

payment made to a related party in Mexico in 2013, AT&T Mexico will initiate an action against the Mexican Tax Administration Service to contest the assessment. Based on currently available information, the assessment by the Mexican Tax Administration Service will disallow the deduction in the 2013 tax year, which also has the effect of decreasing the 2013 loss carryforward that was applied in 2014. Pursuant to the Mexico Purchase Agreement, NII is obligated to indemnify AT&T for this matter and any payment due would be covered by the funds held in the Mexico Escrow. The full amount that could be determined to be due for this matter, based on information currently available to NII, has been included in the reserve for AT&T described in paragraph 27(h), which reserve reflects an amount to cover a potential inflation adjustment and an amount for potential fluctuations in foreign currency exchange rates. NII has not included in a reserve an amount for potential legal fees relating to this potential matter but instead has included such potential fees and expenses in its calculation of accrued liabilities and potential wind down costs and expenses detailed in paragraphs 33 and 34. Furthermore, NII has included an additional reserve of \$3 million as described in paragraph 35. Accordingly, if NII's proposed reserve for AT&T's claims as set forth in paragraph 27(h) above, NII's budget discussed in paragraphs 33 and 34 and NII's proposed reserve included in paragraph 35 are each approved, NII does not believe any additional reserve is required with respect to this pending suit.

30. Because NII does not anticipate that it will have significant unknown future claims and its known potential future claims are attributable to identifiable persons, entities or government agencies, NII does not believe that is necessary to appoint of a guardian *ad litem*, for purposes of proceeding in this action under 8 *Del. C.* § 280(c)(3).

31. NII no longer conducts business in any capacity, but operates solely for the purpose of providing for the winding up of its business and the distribution of its remaining assets.

32. The aggregate amount, on an annual basis, of all distributions made by NII to holders of Common Stock in the year that NII was dissolved and the three calendar years prior to the date NII was dissolved was as follows: (i) 2020: \$0; (ii) 2019: \$0; (iii) 2018: \$0; and (iv) 2017: \$0. No distributions have been made to NII's stockholders since NII filed its Certificate of Dissolution.

33. As of August, 31, 2020, the total assets of NII are approximately \$284.0 million, which consist of \$166.8 million of cash and cash equivalents, \$87.1 million of cash held in the Mexico Escrow and \$30.1 million of cash held in the Brazil Escrow. As of August 31, 2020, the total accrued liabilities of NII are approximately \$3.5 million, which consist of \$2.1 million in accrued severance costs, \$0.9 million of accrued employee costs and \$0.5 million of other accrued expenses and accounts payable.

34. For all periods subsequent to August 31, 2020, the Company expects that it will incur not more than approximately \$16.8 million of wind down costs and expenses, which includes the \$3.5 million of accrued liabilities detailed in paragraph 33, as well as a \$5.0 million reserve for potential additional tax, accounting and legal costs and potential additional personnel costs that could be incurred in connection with the Dissolution. Wind down costs and expenses may include, but are not limited to, the following:

- a. Legal fees and expenses incurred in connection with the Dissolution;
- b. Professional service fees, including fees to recover cash held in the Mexico Escrow and the Brazil Escrow;
- c. Salaries, retention bonuses and benefits;
- d. Taxes, including payroll taxes;
- e. Fees for bookkeeping and file storage;
- f. Costs of telephone and internet services;
- g. Insurance;
- h. Director fees;
- i. Bank fees; and
- j. Distribution costs offset by interest income.

35. Although no additional known or unknown claims are expected, the NII Board determined that it is appropriate and in the best interests of NII and its residual claimants (including its stockholders) to reserve an additional \$3 million for any possible costs and expenses related to (i) prospective claimants with claims that are the subject of a pending action, suit or proceeding to which the Company is a party as set forth in paragraph 28 above and (ii) claims that have not been made known to the Company or that have not arisen, but that, based upon facts known to the Company, may arise or become known within five (5) years from the date of Dissolution as set forth in paragraph 29 above.

36. NII therefore petitions this Court, pursuant to 8 *Del. C.* § 280(c) to determine that: (i) NII's total reserve of \$70,630,894 is sufficient, which is comprised of the following reserves which are also sufficient: (a) \$16,760,167 for wind down costs and expenses as detailed in paragraph 34 above; (b) \$0 for prospective claimants with claims that are the subject of a pending action, suit or proceeding to which the Company is a party as set forth in paragraph 28 above (because these claims are otherwise reserved for as detailed in paragraph 28 above); (c) security of \$1,000,000 for Wilmington Trust, which has been accepted by Wilmington Trust as discussed in paragraph 27(a); (d) security of \$385,000 for Cruz Bencomo, which has been accepted by Cruz Bencomo as discussed in paragraph 27(b); (e) security of \$0 for AI Brazil, which has been accepted by AI Brazil as

discussed in paragraph 27(c); (f) security of \$0 for Norigin, whose claims have been rejected and are deemed barred for failure to timely institute an action, suit or proceeding as discussed in paragraph 27(d); (g) security of \$1,000,000 for Deloitte, which has been accepted by Deloitte as discussed in paragraph 27(e); (h) security of \$30,000,000 for AMX, which has been deemed to be accepted by AMX because AMX did not object to NII's offer of security with respect to the Contingent Contractual Obligations or institute an action, suit or proceeding with respect to the Rejected Claims as discussed in paragraph 27(a); (i) security of \$0 for Jones Day, which has been paid in full as discussed in paragraph 27(g); (j) security of \$18,485,727 for AT&T as discussed in paragraph 27(h)¹, the sole claimant that has rejected the Company's offer of security, and (k) security of \$3,000,000 for claims that have not been made known to the Company or that have not arisen, but that, based upon facts known to the Company, may arise or become known within five (5) years from the date of Dissolution, including the potential claim set forth in paragraph 29 above; (ii) NII is authorized to make one or more distributions to its stockholders in an aggregate amount of not more than \$213,000,000; and (iii) at the end of the three-year period from the date of Dissolution, the Company shall be

¹\$250,000 of the \$18,735,727 reserve referenced in paragraph 27(h) has expired because the statute of limitations for SAT to be permitted to bring audits for 2014 has run, and no new audits were opened.

authorized to disburse any of its remaining assets (after payment to any creditors thereof that have by then asserted valid claims) to its stockholders or beneficiaries.

37. This Court has jurisdiction over this matter pursuant to 8 *Del. C.* § 283.

WHEREFORE, Petitioner respectfully requests that the Court:

- a. Find that NII has complied with the procedures set forth in 8 *Del. C.* § 280;
- b. Find that NII has provided adequate notice to potential claimants under 8 *Del. C.* § 280;
- c. Order that all claims from potential claimants who received actual notice of the Dissolution and did not respond in accordance with the requirements of 8 *Del. C.* § 280(a), as listed in Exhibit 7, or that submitted a claim and did not institute a timely action, suit or proceeding with respect to such claim in accordance with the requirements of 8 *Del. C.* § 280(a) (including Norigin, as described in paragraph 27(d), and AMX, as described in paragraph 27(f)) are barred under 8 *Del. C.* § 280(a)(2) or (a)(4), as applicable;
- d. Determine that the appointment of guardian *ad litem*, for purposes of proceeding in this action under 8 *Del. C.* § 280(c)(3), is not necessary;
- e. Determine, pursuant to 8 *Del. C.* § 280(c), that \$70,630,894 constitutes sufficient total security for purposes of 8 *Del. C.* § 280(c), which is comprised of the following amounts, each of which constitutes sufficient security for its

corresponding claim: (a) \$16,760,167 for its currently estimated wind down costs and expenses as detailed in paragraph 34 above; (b) \$0 for prospective claimants with claims that are the subject of a pending action, suit or proceeding to which the Company is a party as set forth in paragraph 28 above (because these claims are otherwise reserved for as detailed in paragraph 28 above); (c) security of \$1,000,000 for Wilmington Trust, which has been accepted by Wilmington Trust as discussed in paragraph 27(a); (d) security of \$385,000 for Cruz Bencomo, which has been accepted by Cruz Bencomo as discussed in paragraph 27(b); (e) security of \$0 for AI Brazil, which has been accepted by AI Brazil as discussed in paragraph 27(c); (f) security of \$0 for Norigin, whose claims have been rejected and are deemed barred for failure to timely institute an action, suit or proceeding as discussed in paragraph 27(d); (g) security of \$1,000,000 for Deloitte, which has been accepted by Deloitte as discussed in paragraph 27(e); (h) security of \$30,000,000 for AMX, which has been deemed to be accepted by AMX because AMX did not object to NII's offer of security with respect to the Contingent Contractual Obligations or institute an action, suit or proceeding with respect to the Rejected Claims as discussed in paragraph 27(a); (i) security of \$0 for Jones Day, which has been paid in full as discussed in paragraph 27(g); (j) security of \$18,485,727 for AT&T, the sole claimant identified in paragraph 27 who has rejected the Company's offer of security; and (k) security of \$3,000,000 for those with claims that have not been made known to the Company

or that have not arisen, but that, based upon facts known to the Company, may arise or become known within five (5) years from the date of Dissolution, including the potential claim as set forth in paragraph 29 above;

f. Determine that NII's current estimate of approximately \$16,760,167 is sufficient to provide for any remaining expenses, including those wind-down costs described in paragraph 34 above, and that NII is authorized to pay such expenses as they are incurred;

g. Determine that NII is authorized to make one or more distributions to its stockholders in an aggregate amount of not more than \$213,000,000;

h. Determine that at the end of the three-year period from the date of Dissolution of NII, if all claims are resolved, NII shall be authorized to disburse any of its remaining assets (after payment to any creditors thereof that have by then asserted valid claims) to its stockholders and beneficiaries; and

i. Take any other action or provide any other relief that is just and proper.

/s/ Susan M. Hannigan

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Dated: October 8, 2020