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**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION**

IN RE: §
§ Case No. 15-34245
AIX ENERGY, INC. §
§ Chapter 11

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION**

IN RE: §
§ Case No. 16-30308-SGJ-11
ANTERO ENERGY PARTNERS LLC. §
§ Chapter 11

**FIRST AMENDED JOINT PLAN OF REORGANIZATION
PROPOSED BY AIX ENERGY, INC. AND ANTERO ENERGY PARTNERS LLC**

DATED: FEBRUARY 19, 2016

Introduction

Pursuant to Chapter 11 of Title 11 of the United States Code, 11 U.S.C. §§ 101, et seq. (the “Bankruptcy Code”), AIX Energy, Inc. (“AIX”) and Antero Energy Partners LLC (“Antero”), each a debtor and debtor-in-possession (AIX and Antero, individually referred to herein as a “Debtor” and collectively referred to herein as the “Debtors”), respectfully propose the following First Amended Joint Plan of Reorganization (as it may be amended or supplemented from time to time, and including all Exhibits and Schedules) (the “Plan”):

Article I

General Matters and Definitions

Section 1.1. Rules of Interpretation. Whenever appropriate from the context, each term, whether stated in the singular or the plural, shall include both the singular and the plural, and each pronoun, whether stated in the masculine, feminine or neuter gender, shall include the masculine, feminine and the neuter gender. Any reference in the Plan to a contract, instrument, release, indenture or other agreement or document being in a particular form or on particular terms and conditions means that such document shall be substantially in such form or substantially on such terms and conditions. Any reference in the Plan to an existing document or exhibit filed, or to be filed, shall mean such document or exhibit, as it may have been or may be amended, modified or supplemented. Unless otherwise specified, all references in the Plan to Sections, Articles and Schedules are references to Sections, Articles and Schedules of or to the Plan. Unless otherwise specified, all references in the Plan to Exhibits are references to Exhibits of or to the Disclosure Statement, each of which is incorporated into the Plan by this reference. Captions and headings to Sections, Articles, Exhibits and Schedules are inserted for convenience of reference only and are not intended to be a part of or to affect the interpretation of the Plan. In the event of a conflict between the terms of the body of this Plan and the terms of any Exhibit or Schedule, the terms of the body of this Plan shall control. The words “include,” “includes” and “including” shall be deemed to be followed by the phrase “without limitation.” The word “will” shall be construed to have the same meaning and effect as the word “shall.” Any reference herein to any Law shall be construed as referring to such law as amended, modified, codified or reenacted, in whole or in part, and in effect from time to time. The words “herein,” “hereof” and “hereunder,” and words of similar import, shall be construed to refer to this Plan in its entirety and not to any particular provision hereof. With respect to the determination of any time period, the word “from” means “from and including,” and the word “to” means “to and including.” The rules of construction set forth in Section 102 of the Bankruptcy Code shall apply. Any term used in the Plan that is not defined herein but that is used in the Bankruptcy Code or the Bankruptcy Rules shall have the meaning assigned to it in the Bankruptcy Code or the Bankruptcy Rules, as the case may be.

Section 1.2. Computation of Time. In computing any period of time prescribed or allowed by the Plan, the provisions of Bankruptcy Rule 9006(a) shall apply as though the Plan is an order of the Bankruptcy Court.

Section 1.3. Governing Law. Except to the extent that the Bankruptcy Code or the Bankruptcy Rules are applicable, and subject to the provisions of any contract, instrument, release, indenture or other agreement or document entered into in connection with the Plan, the rights and obligations arising under the Plan shall be governed by, and construed in accordance with, the Laws of the State of Texas, without giving effect to the principles of conflicts of laws thereof.

Section 1.4. Defined Terms. The following terms, as used herein, have the following meanings:

- a. “Administrative Expense Claim” means any Claim constituting a cost or expense of the administration of the Bankruptcy Cases asserted under Sections 503(b) and 507(a)(2) of the Bankruptcy Code, including any actual and necessary costs and expenses of preserving the estates of the Debtors, any actual and necessary costs and expenses of operating the businesses of the Debtors, any indebtedness or obligations incurred or assumed by the Debtors in connection with the administration and implementation of the Plan, the administration, prosecution or defense of Claims by or against the Debtors and for distributions under the Plan, any Claims for compensation and reimbursement of expenses arising during the period from and after the Petition Date and to the Effective Date or otherwise in accordance with the provisions of the Plan, and any fees or charges assessed against the Debtors’ estates pursuant to 28 U.S.C. §1930; provided, however, that Professional Fee Claims shall not constitute Administrative Expense Claims.
- b. “Affiliate” means, as to any Entity, any Subsidiary of such Entity or any other Entity that, directly or indirectly, controls, is controlled by, or is under common control with, such Entity. For the purposes of this definition, “control” (including with correlative meanings, the terms “controlled by” and “under common control with”), as used with respect to any Entity, shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Entity, whether through the ownership of voting securities or partnership interests, or by contract or otherwise.
- c. “AIX” has the meaning set forth in the initial paragraph hereof.
- d. “Allowed” means, with reference to any Claim or Equity Interest, (a) any Claim against or Equity Interest in any of the Debtors which has been listed by the Debtors in their Schedules, as such Schedules may be amended by the Debtors from time to time in accordance with Bankruptcy Rule 1009, as liquidated in amount and not disputed or contingent and as and to the extent that no contrary proof of claim or interest has been filed, (b) any Claim or Equity Interest allowed hereunder, (c) any Claim or Equity Interest which is not Disputed, or (d) any Claim or Equity Interest which, if Disputed, (i) as to which, pursuant to the Plan or a Final Order of the Bankruptcy Court, the liability of the Debtors and the amount thereof are determined by a final order of a court of competent jurisdiction other than the Bankruptcy Court, or (ii) has been allowed hereunder or by Final Order; provided, however, that any Claims or Equity Interests allowed solely for the purpose of

voting to accept or reject the Plan pursuant to an order of the Bankruptcy Court shall not be considered “Allowed” Claims or “Allowed” Equity Interests hereunder. Unless otherwise specified herein, in Section 511 of the Bankruptcy Code, or by order of the Bankruptcy Court, “Allowed” Administrative Expense Claims, “Allowed” Claims or “Allowed” Equity Interests shall not, for purposes of computation of distributions under the Plan, include interest on such Administrative Expense Claim, Claim or Equity Interest from and after the Petition Date.

- e. “Amended Organizational Documents” means the Amended and Restated Certificate of Incorporation, the Amended and Restated Articles of Organization, the Amended and Restated Bylaws, the Amended and Restated Operating Agreement and any other similar documents of the Reorganized Debtors required to implement the Plan, all of which shall comply with the requirements of 11 U.S.C. §§ 1123(a)(6)-(7).
- f. “Applicable Fees and Costs” means, if and to the extent not included in an Allowed Claim, the Allowed fees, costs and expenses (including Professional Fee Claims) due to the Holder of an Allowed Claim (if any) under the written agreement with the Debtor(s) giving rise to the Allowed Claim or, if there is no such an agreement or applicable Law dictates that such an agreement does not control, under applicable Law.
- g. “Antero” has the meaning set forth in the initial paragraph herein.
- h. “Applicable Interest Period” means the period of time from the Petition Date to the date an Allowed Claim is paid in full, or such other period of time (if any) for which interest on an Allowed Claim, or portion thereof, would be due under the Bankruptcy Code (including Sections 506(b) and 726(a)).
- i. “Applicable Interest Rate” means the interest rate accruing on the amount of an Allowed Claim (or portion thereof) that is (i) specified in the written agreement with the Debtor(s) giving rise to the Allowed Claim (or portion thereof), (ii), if there is no such an agreement or applicable Law dictates that such an agreement does not control, the interest rate specified by applicable Law or (iii) as determined by order of the Bankruptcy Court.
- j. “Assets” means all assets of any nature whatsoever, including the property of the Estates pursuant to Section 541 of the Bankruptcy Code, Causes of Action, Cash, Cash equivalents, claims of right, interests and property, real and personal, tangible and intangible.
- k. “Avoidance Action” means any actual or potential Claim or cause of action arising under Chapter 5 of the Bankruptcy Code or the Texas Uniform Fraudulent Transfer Act.
- l. “Balloon Payment” means, with respect to a loan, debt or other right to payment, the payment of all outstanding principal and all accrued but unpaid interest.

- m. "Bankruptcy Cases" means the bankruptcy cases filed by the Debtors under chapter 11 of the Bankruptcy Code in the Bankruptcy Court,.
- n. "Bankruptcy Code" has the meaning set forth in the initial paragraph hereof.
- o. "Bankruptcy Court" means the United States Bankruptcy Court for the Northern District of Texas or such other court having jurisdiction over the Bankruptcy Cases.
- p. "Bankruptcy Rules" means the Federal Rules of Bankruptcy Procedure, as amended from time to time, as applicable to the Bankruptcy Cases, promulgated by the United States Supreme Court under 28 U.S.C. § 2075 and any Local Rules of the Bankruptcy Court.
- q. "Basis Point" means one-hundredth of one percent (0.01%).
- r. "Business Day" means a day other than a Saturday, a Sunday or any other day on which commercial banks in Dallas, Texas are required or authorized to close by law or executive order.
- s. "Cash" means the lawful currency of the United States of America.
- t. "Causes of Action" means any and all Claims, rights and causes of action that could have been brought by or on behalf of the Debtors, as debtors in possession, or the Estate arising before, on or after the Petition Date, known or unknown, direct or indirect, reduced or not reduced to judgment, Disputed or Undisputed, suspected or unsuspected, in contract or in tort, at law or in equity or under any theory of law, including, but not limited to, (i) Avoidance Actions, (ii) those referred to in the Disclosure Statement, (iii) any and all Claims, rights and causes of action the Debtor or the Estate may have against any Person as an Avoidance Action, (iv) derivative Claims and (v) right of setoff or recoupment, and Claims on contracts or breaches of any duty imposed by law or equity.
- u. "Claim" means any right to payment from any of the Debtors, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, or unsecured, known or unknown; or any right to an equitable remedy for breach of performance if such breach gives rise to a right of payment from any of the Debtors, whether or not such right to an equitable remedy is reduced to judgment, fixed, contingent, matured, unmatured, disputed, undisputed, secured or unsecured.
- v. "Class" means a category of Holders of Claims or Equity Interests, as more fully described in Article III of the Plan.
- w. "Clerk" means the clerk of the Bankruptcy Court.
- x. "Collateral" means any property or interest in property of the Debtors' Estates subject to a Lien to secure the payment or performance of a Claim, which Lien is

not subject to avoidance under the Bankruptcy Code or otherwise invalid under the Bankruptcy Code, or other applicable Law.

- y. "Confirmation" means the entry of the Confirmation Order.
- z. "Confirmation Date" means the date upon which the Clerk enters the Confirmation Order on the docket in the Bankruptcy Cases.
- aa. "Confirmation Hearing" means the hearing to consider Confirmation of the Plan in accordance with Section 1129 of the Bankruptcy Code, as the same may be adjourned from time to time.
- bb. "Confirmation Order" means the order of the Bankruptcy Court confirming the Plan in accordance with the provisions of chapter 11 of the Bankruptcy Code.
- cc. "Consummation" means the occurrence of the Effective Date.
- dd. "Debtor" has the meaning set forth in the initial paragraph hereof. "Debtors" has the meaning set forth in the initial paragraph hereof.
- ee. "Disclosure Statement" means the Disclosure Statement filed by the Debtors on or about February 19, 2016, as the same may be amended, modified or supplemented from time to time in accordance with the terms and provisions hereof relating to the Plan, including all exhibits and schedules thereto, as approved by the Bankruptcy Court pursuant to Section 1125 of the Bankruptcy Code.
- ff. "Disputed Claim" means any Claim against any of the Debtors, to the extent the allowance of which is the subject of a timely objection or request for estimation in accordance with the Plan, the Bankruptcy Code, the Bankruptcy Rules or the Confirmation Order, or is otherwise disputed by the Debtors in accordance with applicable law, which objection, request for estimation or dispute has not been resolved in the Plan or withdrawn or determined by a Final Order.
- gg. "Distribution" means a distribution of Cash or other non-Cash consideration made by the Debtors or, after the Effective Date, the Reorganized Debtors pursuant to the Plan.
- hh. "Effective Date" means the time on the first Business Day (a) which is on or after the date of the entry of the Confirmation Order and (b) on which (i) no stay of the Confirmation Order is in effect and (ii) all conditions to the effectiveness of the Plan have been satisfied or waived as provided in Section 10.1.
- ii. "Energy Reserves Group LLC ("ERG") means that party-in-interest that asserts a secured claim against Antero by virtue of a certain disputed assignment of that certain Omnibus Amendment to Loan Documents, dated as August 8, 2014, by, and among LegacyTexas Bank, Antero and AIX.

- jj. "Entity" means a person, a corporation, a general partnership, a limited partnership, a limited liability company, a limited liability partnership, an association, a joint stock company, a joint venture, an estate, a trust, an unincorporated organization, a Governmental Authority or any subdivision of any of the foregoing or any other entity.
- kk. "Equity Interest" has the meaning assigned to the term "Equity Security" in Section 101(16) of the Bankruptcy Code. Except as otherwise indicated, references to Equity Interests in this Plan shall be deemed to refer to Equity Interests in the Debtors.
- ll. "Estates" means the estates created upon the commencement of the Bankruptcy Cases by Section 541 of the Bankruptcy Code.
- mm. "Federal Interest Rate" means the interest rate calculated in accordance with 28 U.S.C. § 1961 for the Applicable Interest Period.
- nn. "Fee Application" means an application of a Professional under Section 330, 331, 503, 506, or 1129(a)(4) of the Bankruptcy Code for allowance of compensation and reimbursement of expenses in the Bankruptcy Cases.
- oo. "File" or "Filed" means file or filed with the Bankruptcy Court in the Bankruptcy Cases. "Final Decree" means the decree contemplated under Bankruptcy Rule 3022 as applied to these Bankruptcy Cases.
- pp. "Final Order" or "Final Judgment" means an order or judgment of a court of competent jurisdiction that has been entered and not reversed, stayed, modified or amended.
- qq. "General Unsecured Claim" means a Claim that is not a/an (a) Administrative Expense Claim, (b) Professional Fee Claim, (c) Priority Unsecured Tax Claim, (d) Priority Unsecured Claim, (e) Secured Claim, (f) one of Lease Claims, (g) the Nextera Energy Gas Producing, LLC Unsecured Claim or (h) an Equity Interest. General Unsecured Claims includes all other Claims not separately classified under the Plan or provided for in Article II.
- rr. "Governmental Authority" means any court, tribunal, or governmental department, commission, board, bureau, agency or instrumentality of any nation or of any province, state, commonwealth, nation, territory, possession, county, parish, municipality or other subdivision thereof, whether now or hereafter constituted or existing.
- ss. "Holder" means and collectively "Holders" mean a Person or Entity holding a Claim or an Equity Interest, and with respect to a vote on the Plan, means the beneficial Holder as of the Distribution record date or any authorized signatory who has completed and executed a Ballot in accordance with the Voting Instructions.

- tt. "Impaired" or "Impairment" has the meaning set forth in Section 1124 of the Bankruptcy Code.
- uu. "Interest" means the rights of a stockholder that owns shares, warrants or options in any of the Debtors arising from his or her status as Holder of an Equity Interest.
- vv. "Investor" means an Entity that makes capital contributions after Confirmation to the Debtors in return for common stock and/or securities convertible into common stock.
- ww. "Laws" means all applicable statutes, laws, ordinances, regulations, orders, writs, injunctions or decrees of any state, commonwealth, nation, territory, possession, county, township, parish, municipality or Governmental Authority.
- xx. "Lien" means a lien, security interest or other interest or encumbrance, as defined in Section 101(37) of the Bankruptcy Code, asserted against any property of the Estate. "Lien" includes "privileges" under the Laws of the State of Texas.
- yy. "Petition Date" means the date and time at which the Debtors commenced the Bankruptcy Cases.
- zz. "Plan" has the meaning set forth in the initial paragraph hereof.
- aaa. "Plan Documents" means all of the agreements, instruments and documents necessary or appropriate to effectuate the terms and conditions of or transactions contemplated by the Plan.
- bbb. "Priority Unsecured Claims" means any Claim against the Debtors entitled to priority in right of payment under Sections 507(a)(3)-(7) of the Bankruptcy Code.
- ccc. "Priority Unsecured Tax Claim" means any Claim against the Debtor entitled to priority in payment under Section 507(a)(8) of the Bankruptcy Code, but only to the extent entitled to such priority.
- ddd. "Professional" means an Entity (a) employed in accordance with Sections 327 and 1103 of the Bankruptcy Code and to be compensated for services rendered prior to the Effective Date, pursuant to Sections 327, 328, 329, 330 and 331 of the Bankruptcy Code or (b) to whom compensation and reimbursement has been allowed by the Bankruptcy Court pursuant to Section 503(b)(4), 506 or 1129(a)(4) of the Bankruptcy Code.
- eee. "Professional Fee Claim" means those fees and expenses claimed by Professionals pursuant to Sections 330, 331, 503, 506, and/or 1129(a)(4) of the Bankruptcy Code, and unpaid as of the Confirmation Date.
- fff. "Pro Rata" means a proportionate share, so that (a) the ratio of (x) the consideration distributed on account an Allowed Claim to (y) the amount of such Allowed Claim is the same as (b) the ratio of (x) the amount of the consideration

distributed on account of all Allowed Claims receiving such consideration to (y) the amount of such Allowed Claims receiving such consideration.

- ggg. “Proven Producing Preserves” means those reserves of crude oil, condensate, natural gas and natural gas liquids that, based on geologic and engineering data, are reasonably certain to be commercially recovered from existing completion intervals open at the time of the estimate and producing in existing wells.
- hhh. “Reorganized Debtors” mean the Debtors following the Effective Date.
- iii. “Reorganized AIX” means AIX following the Effective Date.
- jjj. “Reorganized Antero” means Antero following the Effective Date.
- kkk. “Schedules” means the Debtors’ respective schedules of assets and liabilities, the list of Interests, and the statements of financial affairs filed by the Debtors in accordance with Section 521 of the Bankruptcy Code and the official Bankruptcy Forms of the Bankruptcy Rules as such schedules and statement have been or may be supplemented or amended.
- lll. “Secured Claim” means a Claim against any of the Debtors that is secured by a validly perfected Lien on collateral or that is subject to set off under Section 553 of the Bankruptcy Code, to the extent of the value of the Collateral or to the extent of the amount subject to set off, as applicable, as determined in accordance with Section 506(a) of the Bankruptcy Code.
- mmm. “Subsidiary” means, for any Entity, any corporation or other entity of which securities or other ownership interests having ordinary voting power to elect a majority of the board of directors or other Entities performing similar functions (including that of a general partner) are at the time directly or indirectly owned, collectively, by such Entity and any Subsidiaries of such Entity. The term Subsidiary shall include Subsidiaries of Subsidiaries (and so on).
- nnn. “Taxes” means all taxes, assessments, filing or other fees, levies, imposts, duties, deductions, withholdings, stamp taxes, interest equalization taxes, capital transaction taxes, severance taxes, foreign exchange taxes or other charges, or other charges of any nature whatsoever, from time to time or at any time imposed by Law or any federal, state or local governmental agency, and “Tax” means any one of the foregoing.
- ooo. “Unimpaired” has the meaning set forth in Section 1124 of the Bankruptcy Code.

Article II

Non-Classified Claims and Certain Fees and Taxes

Section 2.1. Administrative Expense Claims.

- a. Allowed Administrative Expense Claims Against the Debtors. Subject to the bar date provisions of Section 2.1.b, the Holders of Allowed Administrative Expense Claims against any of the Debtors, unless otherwise agreed to by the Debtors and the Holder(s) or as otherwise set forth in this Plan, are entitled to priority under Section 507(a)(2) of the Bankruptcy Code. An Entity entitled to payment pursuant to Sections 546(c) or 553 of the Bankruptcy Code, and an Entity entitled to payment of administrative expenses pursuant to Sections 503 and 507(a) of the Bankruptcy Code, shall receive from the Reorganized Debtors, on account of such Allowed Administrative Expense Claim, Cash in the amount of such Allowed Administrative Expense Claim on or before the later of the Effective Date or thirty (30) days after becoming an Allowed Administrative Expense Claim or as soon thereafter as is practicable (but in no event after the tenth (10th) Business Day after the later of those two dates), unless otherwise agreed to by the Debtors or, after the Effective Date, the Reorganized Debtors and such Entity; provided, however, that an Allowed Administrative Expense Claim representing a liability incurred in the ordinary course of business of the Debtors shall be paid by the Debtors or the Reorganized Debtors in the ordinary course of business and shall not be required to File a request for payment as otherwise required herein.

- b. Bar Date for Filing Applications for Allowance and Payment of Administrative Expense Claims. Except as otherwise provided in Section 503(b)(1)(D) of the Bankruptcy Code, applications for allowance and payment of Administrative Expense Claims must be filed on or within thirty (30) days after the Effective Date. The Court shall not consider any applications for the allowance of an Administrative Expense Claim filed after such date, and any such Administrative Expense Claim shall be discharged and forever barred. Any Administrative Expense Claim that becomes an Allowed Administrative Expense Claim after the Confirmation Date will be treated like other Allowed Administrative Expense Claims and will be paid on or before the later of the Effective Date or thirty (30) days after becoming an Allowed Administrative Expense Claim or as soon thereafter as is practicable (but in no event after the tenth (10th) Business Day after the later of those two dates), unless otherwise agreed to by the Debtors or, after the Effective Date, the Reorganized Debtors and the Holder of such Claim. Any such Claim that is Allowed, but determined not to be an Administrative Expense Claim, will be treated as a General Unsecured Claim.

Section 2.2. Professional Fee Claims.

- a. **Allowed Professional Fee Claims Against the Debtors.** Except as otherwise provided herein, each Holder of an Allowed Professional Fee Claim shall receive from the Reorganized Debtors, on account of such Allowed Professional Fee Claim, Cash in the amount of such Allowed Professional Fee Claim on or before the later of the Effective Date or thirty (30) days after becoming an Allowed Professional Fee Claim or as soon thereafter as is practicable (but in no event after the tenth (10th) Business Day after the later of those two dates), unless otherwise agreed to by the Debtors or, after the Effective Date, the Reorganized Debtors and the Holder of such Claim. Except as otherwise provided herein or otherwise agreed to by the Debtors or, after the Effective Date, the Reorganized Debtors and the Holder of such Claim, all secured creditors' Professional Fee Claims shall be subject to Section 506(b) of the Bankruptcy Code.
- b. **Bar Date for Filing Applications for Allowance and Payment of Professional Fee Claims Against the Debtors.** Except as otherwise provided herein, applications for allowance and payment of Professional Fee Claims (including Professional Fee Claims that are part of a Claim for Applicable Fees and Costs) incurred on or before the Confirmation Date must be filed on or within sixty (60) days after the Effective Date. The Bankruptcy Court shall not consider any applications for the allowance of a Professional Fee Claim filed after such date, and any such Professional Fee Claim shall be discharged and forever barred.

Section 2.3. Priority Unsecured Tax Claims.

- a. **Allowed Priority Unsecured Tax Claims.** Each Holder of an Allowed Priority Unsecured Tax Claim shall receive from the Reorganized Debtors Cash payments in equal monthly payments paid over five (5) years commencing on the Effective Date in an aggregate amount equal to the amount of such Allowed Priority Unsecured Tax Claim, with interest at interest as provided for under 26 U.S.C. §6621 and §6622 on the date the Plan such rate as required by Section 511 of the Bankruptcy Code or otherwise required by Section 1129(a)(9)(C) or (D) of the Bankruptcy Code, and in a manner not less favorable than the most favored nonpriority unsecured claim provided for by the Plan, unless otherwise agreed to by the Debtors or, after the Effective Date, the Reorganized Debtors and the Holder of such Claim.

Holders of Priority Unsecured Tax Claims shall not receive any payment on account of penalties, with respect to, or arising in connection with such Priority Unsecured Tax Claims to the extent permissible under applicable Law, except as expressly provided in the Plan. However, such Holders of Priority Unsecured Tax Claims will receive post-Petition Date interest. The Plan, the Confirmation Order and Section 1141(d) of the Bankruptcy Code provide for the discharge of any such Claims for penalties. Holders of Priority Unsecured Tax Claims shall not assess or attempt to collect such penalties from the Debtors, the Reorganized Debtors, the Estates or from any property thereof.

Section 2.4. Certain Fees and Taxes.

- a. U.S. Trustee’s Fees. The Debtors will continue to report to the U.S. Trustee by the twentieth (20th) of each month the total disbursements of each Debtor for the previous month and shall timely pay quarterly fees assessed pursuant to 28 U.S.C. § 1930(a)(6) until the Bankruptcy Court enters a Final Decree or an order either converting the Bankruptcy Cases to cases under chapter 7 of the Bankruptcy Code or dismissing the Bankruptcy Cases. Any such fees outstanding and due as of the Effective Date shall be paid in Cash by the Reorganized Debtors on the Effective Date.
- b. Disallowance of Special Taxes. The issuance, transfer or exchange of a security as defined under the Bankruptcy Code or applicable Law, or the making or delivery of any instrument of transfer under this Plan, shall not be subject to any Tax under any state or local law imposing a stamp Tax or similar Tax as provided in Section 1146 of the Bankruptcy Code.

Section 2.5. Plugging and Abandonment Claims. Any and all Claims associated with the Debtors’ liabilities relating to plugging, abandonment and/or reclaiming wells, facilities and pipelines, whether arising under contractual indemnity or otherwise, shall be unimpaired and shall be satisfied after the Effective Date in the ordinary course of business.

Article III

Classification of Claims and Equity Interests; Bar Date

Section 3.1. Classification. Pursuant to Section 1122 of the Bankruptcy Code, a Claim or Equity Interest is placed in a particular Class for purposes of voting on the Plan and receiving Distributions under the Plan only to the extent (i) the Claim or Equity Interest is an Allowed Claim or Allowed Equity Interest in that Class, and (ii) the Claim or Equity Interest has not been paid, released or otherwise compromised before the Effective Date. In accordance with Section 1123(a)(1) of the Bankruptcy Code, Administrative Expense Claims, Professional Fee Claims specified in Section 507(a)(2) of the Bankruptcy Code and Priority Unsecured Tax Claims are not classified under the Plan. Any portion of any Claim which is not determined to be a Secured Claim shall be treated as an Unsecured Claim. Any filed proof of claim may be divided and classified into one or more Classes and classified differently than its Holder asserts in such proof of claim.

Section 3.2. Identification of Classes in AIX. The following are the designations for the Classes of Claims against each Estate and Interests in the Debtor:

Class	Status	Members
Class 1 - Priority Unsecured	Unimpaired	All Allowed Priority

Claims		Unsecured Claims
Class 2-LegacyTexas Bank	Unimpaired	All Allowed Claims arising under the Post-Petition Cash Collateral Note
Class 3 - LegacyTexas Bank Secured Claim	Impaired	All Allowed Secured Claims arising from the LegacyTexas Bank's Obligations
Class 4 - Nextera Energy Gas Producing, LLC	Impaired	All Allowed Secured Claims arising from Nextera's Claim as determined by the Court.
Class 5-Mechanic Lien Claimants Secured	Impaired	All allowed secured claims as determined by the Court
Class 6 - Nextera Energy Gas Producing, LLC Unsecured Claim	Impaired	All Allowed Claims arising under Nextera's unsecured claims as determined by the Court.
Class 7 - General Unsecured Claims	Impaired	All Allowed General Unsecured Claims
Class 8 - Equity Interests	Impaired	All Allowed Equity Interests of AIX

Section 3.3. Identification of Classes in Antero. The following are the designations for the Classes of Claims against each Estate and Interests in the Debtor:

Class	Status	Members
Class 1 - Priority Unsecured Claims	Unimpaired	All Allowed Priority Unsecured Claims
Class 2 – Energy Reserves Group, LLC Secured Claim	Impaired	All Allowed Secured Claims arising under the Ominous Amendment to Loan Documents.
Class 3 - General Unsecured Claims	Impaired	All Allowed General Unsecured Claims
Class 4 - Equity Interests	Impaired	All Allowed Equity Interests of Antero

Section 3.4. Treatment of AIX Claims

Section 3.4.1. Class 1 - Priority Unsecured Claims.

Impairment and Voting. The Claims in Class 1 are Unimpaired. Holders of Allowed Priority Unsecured Claims in Class 1 are not entitled to vote to accept or reject the Plan.

Treatment. The Reorganized Debtors shall pay Cash to each Holder of an Allowed Priority Unsecured Claim in the amount of such Allowed Priority Unsecured Claim on the later of the Effective Date and the date such Priority Unsecured Claim becomes an Allowed Priority Unsecured Claim, or as soon thereafter as is practicable (but in no event after the tenth (10th) Business Day after the later of those two dates), unless otherwise agreed to by the Debtors or, after the Effective Date, the Reorganized Debtors and such Holder.

Section 3.4.2. Class 2 - LegacyTexas Bank Post-Petition Secured Claim.

Impairment and Voting. The Claim in Class 2 is Unimpaired. Subject to the terms and conditions of the Plan, the Holder of the Allowed Secured Claim in Class 2 is entitled to vote to accept or reject the Plan.

Treatment. The Class 2 Claim shall be an Allowed Secured Claim, and shall be treated and satisfied by the Reorganized Debtors by full payment of principal and interest at the non-default rate on the Effective Date or as soon thereafter as is practical. Debtors will fund the Allowed Claim in Class 2 from its assets or the infusion of new capital.

Section 3.4.3. Class 3 - LegacyTexas Bank Secured Claim.

Impairment and Voting. The Claim in Class 3 is Impaired. Subject to the terms and conditions of the Plan, the Holder of the Allowed Secured Claim in Class 3 is entitled to vote to accept or reject the Plan.

Treatment. Class 3 shall receive payments on its Secured Claim of interest only for eighteen (18) months. Upon the nineteen (19th) month, Class 3 Debt shall be paid principal payments based on a 10-year amortization with an interest rate of 4.5%. At year 7, the remaining Secured Debt will be paid in full.

Valuation. **As part of the confirmation of the Plan, the Debtors will seek a determination of the value of their assets at the Confirmation Hearing (the portion of the Confirmation Hearing concerning issues of value will be referred to as the "Valuation Hearing").**

Section 3.4.4. Class 4 - Nextera Energy Gas Producing, LLC's Secured Claims.

Impairment and Voting. The Claim in Class 4 is Impaired. Subject to the terms and conditions of the Plan, the Holder of the Allowed Secured Claim in Class 4 is entitled to vote to accept or reject the Plan.

Treatment. Class 4 shall receive payments on its Secured Claim of interest only for eighteen (18) months. Upon the nineteen (19th) month, Class 4 Debt shall be paid principal payments based on a 10-year amortization with an interest rate of 4.6%. At year 7, the remaining Secured Debt will be paid in full.

Valuation. As part of the confirmation of the Plan, the Debtors will seek a determination of the value of their assets at the Confirmation Hearing (the portion of the Confirmation Hearing concerning issues of value will be referred to as the “Valuation Hearing”).

Section 3.4.5. Class 5 - Mechanic Lien Claimants.

One or more creditors of Debtor may assert claims, liens and/or causes of action against property of Debtors (“Property Lien Claims”).

Impairment and Voting. The Claims in Class 5 are Impaired. Subject to the terms and conditions of the Plan, the Holder of the Allowed Secured Claim in Class 5 is entitled to vote to accept or reject the Plan.

Treatment. Class 5 shall receive payments on its Secured Claim of interest only for eighteen (18) months. Upon the nineteen (19th) month, Class 3 Debt shall be paid principal payments based on a 10-year amortization with an interest rate of 4.5%. At year 7, the remaining Secured Debt will be paid in full.

Valuation. As part of the confirmation of the Plan, the Debtors will seek a determination of the value of their assets at the Confirmation Hearing (the portion of the Confirmation Hearing concerning issues of value will be referred to as the “Valuation Hearing”).

Section 3.4.6. Class 6- Nextera Energy Gas Producing, LLC’s Unsecured Claim

Impairment and Voting. The Claims in Class 6 are Impaired. Subject to the terms and conditions of the Plan (including Article V and Article IX and Section 4.2(b)), the Holder of the Allowed Secured Claim in Class 3 is entitled to vote to accept or reject the Plan.

Treatment. The allowed Claim of Class 6 shall receive ten (10%) percent of its allowed claim. Claim 6 will be paid interest only for eighteen (18) months. Upon the nineteen (19th) month, Class 6 claim shall be paid principal payments based on a 10-year amortization with an interest rate of .046%. At year 7, the balance of the ten (10%) percent of Claim 6 will be paid in full. Each installment shall be paid on or before the tenth (10th) day after the last day of each quarter.

Section 3.4.7. Class 7- Unsecured Claims

Impairment and Voting. The Claims in Class 7 are Impaired. Subject to the terms and conditions of the Plan (including Article V and Article IX and Section 4.2(b)), the Holder of the Allowed Secured Claim in Class 7 is entitled to vote to accept or reject the Plan.

Treatment. All allowed Claims of Class Nine shall receive ten (10%) percent of their allowed claims. Claim 7 will be paid interest only for eighteen (18) months. Upon

the nineteen (19th) month, Class 7 claim shall be paid principal payments based on a 10-year amortization with an interest rate of .046%. At year seven (7), the balance of the ten (10%) percent of Claim 7 will be paid in full. Each installment shall be paid on or before on or before the tenth (10th) day after the last day of each quarter.

Section 3.4.8. Class 8- Interest Holder.

Class 8 Claimant shall receive no distribution. **Instead, the Class Eight Claimant shall provide new value for an equity interest in the Reorganized Debtor in an amount consistent with the value of the Reorganized Debtor.**

Section 3.5. Treatment of Antero Claims

Section 3.5.1. Class 1 - Priority Unsecured Claims.

Impairment and Voting. The Claims in Class 1 are Unimpaired. Holders of Allowed Priority Unsecured Claims in Class 1 are not entitled to vote to accept or reject the Plan.

Treatment. The Reorganized Debtors shall pay Cash to each Holder of an Allowed Priority Unsecured Claim in the amount of such Allowed Priority Unsecured Claim on the later of the Effective Date and the date such Priority Unsecured Claim becomes an Allowed Priority Unsecured Claim, or as soon thereafter as is practicable (but in no event after the tenth (10th) Business Day after the later of those two dates), unless otherwise agreed to by the Debtors or, after the Effective Date, the Reorganized Debtors and such Holder.

Section 3.5.2. Class 2 – ERG Secured Claim.

Impairment and Voting. The Claim in Class 2 is Impaired. Subject to the terms and conditions of the Plan, the Holder of the Allowed Secured Claim in Class 2 is entitled to vote to accept or reject the Plan.

Treatment. Class 2 shall receive payments on its Secured Claim of interest only for eighteen (18) months. Upon the nineteen (19th) month, Class 2 Debt shall be paid principal payments based on a 10-year amortization with an interest rate of 4.5%. At year 7, the remaining Secured Debt will be paid in full.

Valuation. **As part of the confirmation of the Plan, the Debtors will seek a determination of the value of their assets at the Confirmation Hearing (the portion of the Confirmation Hearing concerning issues of value will be referred to as the “Valuation Hearing”).**

Section 3.5.3. Class 3- Unsecured Claims

Impairment and Voting. The Claims in Class 3 are Impaired. Subject to the terms and conditions of the Plan, the Holder of the Allowed Secured Claim in Class 3 is entitled to vote to accept or reject the Plan.

Treatment. All allowed Claims of Class 3 shall receive one hundred (100%) percent of their allowed claims. Claim 3 will be paid interest only for eighteen (18) months. Upon the nineteen (19th) month, Class 3 claim shall be paid principal payments based on a 10-year amortization with an interest rate of .046%. At year 7, the balance of the one hundred (100%) percent of Claim 3 will be paid in full.

Each installment shall be paid on or before on or before the tenth (10th) day after the last day of each quarter.

Section 3.5.4. Class 4- Interest Holder.

Class 4 Claimant shall receive no distribution but shall maintain his ownership interest.

Section 3.6 Claims Bar Date. For Aix creditors, other than governmental entities, the bar date shall be February 17, 2016, and for Antero creditors the bar date shall be May 26, 2015.

Section 3.7 Except as otherwise provided in Section 2 hereof in the Bankruptcy Code, in the Bankruptcy Rules or by order of the Bankruptcy Court, all general creditors must file Claims with the Bankruptcy Court on or before the Claims Bar date of each estate and governmental units must file proofs of claims with the Bankruptcy Court on or before the claims bar date of each estate.

Article IV

Disputed Claims

Section 4.1. Right to Object to Claims. Except to the extent a Claim is Allowed hereunder, the Debtors and, after the Effective Date, the Reorganized Debtors shall have the exclusive right to object to the allowance, amount or classification of Claims, and such objections may be litigated (including to Final Order) by the Debtors or Reorganized Debtors, as the case may be, or compromised and settled in accordance with their business judgment without further order of the Bankruptcy Court.

Section 4.2. Deadline for Objecting to Claims. As soon as reasonably practicable, but in no event later than ninety (90) days after the Effective Date, unless otherwise ordered by the Bankruptcy Court (which may be ordered upon ex parte motion of the Reorganized Debtors), all objections to Claims shall be filed with the Bankruptcy Court and served upon the Holders of each of the Claims. An objection shall notify the Holder of the Claim of the deadline for responding to such objection.

Section 4.3. Deadline for Responding to Objections. Within thirty (30) days after service of an objection, any written response to the objection must be filed with the Bankruptcy Court by the Holder of the objected-to Claim and must be served upon the Debtors or, after the Effective Date, the Reorganized Debtors and upon counsel to the Debtors or Reorganized Debtors, as the case may be. Failure to file a written response by that date shall constitute a waiver and release of the subject Claim, and shall cause the Bankruptcy Court to enter a default judgment against the non-responding Holder of the Claim granting the relief requested in the objection.

Section 4.4. Estimation of Claims. The Debtors may request the Bankruptcy Court to estimate any contingent or Disputed Claim for purposes of allowance under Section 502(c) of the Bankruptcy Code.

Section 4.5. Payment of Disputed Claims. At such time as a Disputed Claim becomes an Allowed Claim, the Reorganized Debtors shall distribute to the Holder thereof the Distribution, if any, to which such Holder is then entitled under the Plan. The Holder of a Disputed Claim that later becomes an Allowed Claim shall receive interest at the Applicable Interest Rate from the Effective Date (or such earlier or different date as is provided for herein) to the date of the Distribution in respect of the Allowed Claim. The Debtors or, after the Effective Date, the Reorganized Debtors may, but shall not be required to, make a Distribution with respect to the portion of a Disputed Claim that is not in dispute (if any) pending the resolution of the entire Claim. This Section 5.5 is subject to and shall be controlled by Section 4.3(b) of the Plan.

Section 4.6. Classification of Claims. Claims may be classified differently than the way in which the claim was filed and under certain circumstances a Claim may be divided into separate classes.

Article V

Executory Contracts and Unexpired Leases

- a. **Assumption and Rejection.** On the Effective Date, all executory contracts and unexpired leases that exist between any of the Debtors and any Entity shall be assumed, except for any executory contract or unexpired lease that (i) has been assumed or rejected pursuant to an order of the Bankruptcy Court entered prior to the Confirmation Date, (ii) is identified as an executory contract or unexpired lease to be rejected on the Effective Date on Exhibit D to the Disclosure Statement (and incorporated herein by reference), as that Exhibit may be amended, restated or supplemented prior to the commencement of the Confirmation Hearing, (iii) is separately addressed herein or (iv) has a different time period for assumption or rejection provided by order of the Bankruptcy Court or by agreement between the parties to such executory contract or unexpired lease. Specifically included within the assumption are all obligations of contractual indemnity in favor of predecessors in title created through contracts governing the transfer of oil and gas leases to the Debtors.

- b. **Approval of Assumption and Rejection.** Except as otherwise provided in the Disclosure Statement or in the Plan, entry of the Confirmation Order shall constitute (i) the approval, pursuant to Sections 365(a) and 1123(b)(2) of the Bankruptcy Code, of the assumption, assumption and assignment, or rejection of the executory contracts and unexpired leases, as the case may be, pursuant to this Article V, and (ii) the extension of time pursuant to Section 365(d)(4) of the Bankruptcy Code within which the Debtors may assume or reject the unexpired leases specified in this Article V through the Confirmation Date.
- c. **Cure of Defaults.** All cure payments that may be required by Section 365(b)(1) of the Bankruptcy Code under any executory contract or unexpired lease that is assumed under the Plan shall be made by the Debtors on the Effective Date or as soon as practicable thereafter. All requests for cure payments by a party to such assumed contract or lease must be filed pursuant to Section d unless such cure payments are agreed to by the Debtors or are otherwise determined by the Bankruptcy Court upon appropriate notice and bearing. In the event of a dispute regarding the amount of any cure payment, the ability of the Debtors to provide adequate assurance of future performance or any other matter pertaining to assumption, the Debtor shall make such cure payments required by Section 365(b)(1) of the Bankruptcy Code following the later of the Effective Date (or as soon as practicable thereafter) and the date of the entry of a Final Order resolving such dispute.
- d. **Rejection Damage Claims.** Claims arising out of the rejection of an executory contact or unexpired lease pursuant to this Section Article V must be filed with the Bankruptcy Court no later than thirty (30) days after entry of the Confirmation Order. Any such Claims not filed within such time will be forever barred and shall not be enforceable against the Debtors, the Reorganized Debtors, or any of their properties or agents, successors or assigns. Unless otherwise ordered by the Bankruptcy Court, all Claims arising from the rejection of an executory contact or unexpired lease shall be treated as General Unsecured Claims.

Article VI

Means of Implementation and Execution of Plan

Section 6.1. **Generally.** Upon Confirmation, the Debtors shall be authorized to take all necessary steps, and perform all necessary acts, to consummate the terms and conditions of this Plan, including the execution and filing of all documents required or contemplated by this Plan. In connection with the occurrence of the Effective Date, the Reorganized Debtors, and each of the officers thereof, are authorized to execute, deliver or record such contracts, instruments, releases, indentures and other agreements or documents, and take such actions as may be necessary or appropriate to effectuate and further evidence the terms and conditions of this Plan.

Section 6.2. Directors and Officers. On the Effective Date, the current officers, directors, and managers of the Debtors will continue to hold their respective positions with the Reorganized Debtors. Their compensation will continue at current levels.

Section 6.3. Causes of Action.

- a. The Debtors and, after the Effective Date, the Reorganized Debtors, specifically reserve and shall have the exclusive right to bring, prosecute, waive, release, compromise and settle, as representatives of the Estates, all Causes of Action, which are specifically retained under the terms of this Plan and/or set forth on Exhibit F to the Disclosure Statement. The recovery from all Causes of Action shall become Assets of the Debtors and, after the Effective Date, the Reorganized Debtors in accordance with this Plan. Further, the Debtors shall be entitled to offset such amounts as may be awarded to the Debtors or Reorganized Debtors with respect to such Causes of Action against Distributions due hereunder to the Holder of a Claim, whether Disputed or Allowed; provided, however, that no such offset shall occur, and no Distribution shall be delayed, unless, until, and only to the extent that the Cause of Action is reduced to judgment by appropriate Governmental Authority or as agreed by the parties. Neither the allowance of a Claim against the Debtors nor the making of Distributions pursuant hereto to a Holder of Claims will bar or limit the right of the Debtors or Reorganized Debtors to bring any Causes of Action held against the Holder of any Claim, even if the Claim that is Allowed or on account of which Distributions are made arises from the same agreement, transaction or occurrence from which the Causes of Action arise. Debtors hereby retain all rights under Section 502(d) of the Bankruptcy Code. For purposes of Plan implementation, the Reorganized Debtors shall constitute representatives of their respective Estates, fully authorized to prosecute all Causes of Action to final judgment pursuant to Section 1123(b)(3)(B) of the Bankruptcy Code.
- b. **Distributions.** All Cash Distributions required under the Plan to Holders of Allowed Claims shall be made by the Reorganized Debtors on the Effective Date, except as otherwise provided herein, from Cash on hand and/or income generated through operations. From and after the Confirmation Date, costs and expenses shall be paid in the ordinary course of business.
- c. **Governmental Authority Defaults.** If the Reorganized Debtors should substantially default on the payments to the Texas Department of Revenue or payments of a Tax due the United States, acting through the Internal Revenue Service, pursuant to the terms of the Plan, then that shall constitute a default. The Texas Department of Revenue or the United States, acting through the Internal Revenue Service, as the case may be, shall give the Reorganized Debtors written notice thereof pursuant to the terms hereof, and the Reorganized Debtors may cure such default within twenty (20) days from the receipt of such notice. If the Reorganized Debtors fail to cure a default within twenty (20) days after receipt of written notice of default, then the Texas Department Revenue or the United States, acting through the Internal Revenue Service, as the case may be, may (a) enforce the entire amount of its Allowed Claim; (b) exercise any and all rights and remedies

allowed under applicable Law; and/or (c) seek such relief as may be appropriate in the Bankruptcy Court.

Article VII

Distributions

Section 7.1. Distributions of Cash. Any Distribution of Cash made pursuant to the Plan shall be made by check drawn on a domestic bank or by wire transfer from a domestic bank; provided, however, that payment to foreign Holders of Allowed Claims may be in such funds and by such means (as determined by the Debtors or, after the Effective Date, the Reorganized Debtors in their sole discretion) as are customary or necessary in a particular foreign jurisdiction.

Section 7.2. Timing of Distributions. Any Distribution to be made under the Plan on a day other than a Business Day shall be due on the next succeeding Business Day. If a Claim or portion thereof has not been Allowed at the time a Distribution in respect of that Claim or portion would be due under the Plan, then, subject to Section 4.5, that Distribution shall not occur at that time and shall instead occur within ten (10) Business Days of the Claim or portion becoming Allowed; provided, however, that, if a portion of the Claim has been Allowed at the time a Distribution is due, then, in accordance with Section 4.5, the Distribution in respect of the Allowed portion may be made in accordance with the terms of the Plan.

Section 7.3. Record Date for Voting on Plan. The transfer registers for each of the Classes of Claims and Interests as maintained by the Debtors or any third party shall be deemed closed on the date of entry of an order of the Bankruptcy Court approving the Disclosure Statement (or, with respect to any Class, any later date to which the Debtors agree in their sole discretion) for purposes of voting on the Plan, and there shall be no further changes to reflect any new record Holders of any Claims or Equity Interests for purposes of voting on the Plan.

Section 7.4. Minimum Distributions; No Fractional Distributions; No Interest. No Distribution of Cash less than twenty-five Dollars (\$25.00) is required to be made to any Holder of an Allowed Claim unless a request therefore is made in writing to the Debtors or, after the Effective Date, the Reorganized Debtors.

Section 7.5. Delivery of Distributions. Subject to Bankruptcy Rule 9010, distributions to Holders of Allowed Claims shall be made at the address of each such Holder as set forth on the Schedules filed by the Debtors with the Bankruptcy Court, unless superseded by the address as set forth on proofs of claim filed by such Holders or other writing notifying Debtors or, after the Effective Date, the Reorganized Debtors of a change of address (or at the last known address of such a Holder if no proof of claim is filed or if the Debtors and Reorganized Debtors have not been notified in writing of a change of address).

Section 7.6. Undeliverable Distributions. If any Distribution to a Holder of an Allowed Claim is returned as undeliverable, no further Distributions to such Holder shall

be made, unless and until the Debtors or, after the Effective Date, the Reorganized Debtors are notified of such Holder's then current address, at which time all unissued Distributions shall be made to such Holder. All Claims for undeliverable Distributions shall be made on or before the later of the first (1st) anniversary of the Effective Date and the date ninety (90) days after such Claim is Allowed. After such date, all property held for Distribution to any Holder of an Allowed Claim shall be deemed unclaimed property under Section 347(b) of the Bankruptcy Code and shall become vested in the Reorganized Debtors, and the Claim of any Holder with respect to such property shall be discharged and forever barred.

Section 7.7. Withholding. The Debtors or, after the Effective Date, the Reorganized Debtors may at any time withhold from any Distribution to any Holder of an Allowed Claim (except the Internal Revenue Service) such amounts sufficient to pay any Tax or other charge that has been or may be imposed on such Holder with respect to the amount distributable or to be distributed under the income Tax laws of the United States or of any other Governmental Authority by reason of any Distribution provided for in the Plan, whenever such withholding is determined by the Debtors or, after the Effective Date, the Reorganized Debtors and in their sole discretion, to be required by any Law. The Debtors or, after the Effective Date, the Reorganized Debtors in the exercise of their sole discretion may enter into agreements with taxing or other Governmental Authorities for the payment of such amounts that may be withheld in accordance with the provisions of this Section 7.7. Notwithstanding the foregoing, but without prejudice to any rights of the Debtors or, after the Effective Date, the Reorganized Debtors, such Holder of an Allowed Claim shall have the right with respect to the United States, or any other Governmental Authority, to contest the imposition of any tax or other charge by reason of any Distribution under the Plan.

Section 7.8. Time Bar to Cash Payments. Checks issued in respect of Allowed Claims shall be null and void if not negotiated within ninety (90) days after the date of issuance thereof. Requests for reissuance of any check shall be made directly to the Debtors or, after the Effective Date, the Reorganized Debtors by the Holder of the Allowed Claim with respect to which such check originally was issued. Any claim in respect of such a voided check shall be made on or before the later of the first (1st) anniversary of the Effective Date and the date ninety (90) days after such Claim is Allowed, and the failure to timely make any such claim shall result in such Claim being forever barred and discharged.

Section 7.9. Existing Securities and Agreements. Upon the Effective Date, the Reorganized Debtors shall determine whether it is necessary for any Holder of any debenture, promissory note, pledge agreement, guarantee, mortgage, financing statement, share certificate or other instrument evidencing a Claim, a Lien related thereto, or an Equity Interest receiving a Distribution under the Plan, except as otherwise provided in the Disclosure Statement or Plan, to surrender such document and/or to execute such other documents to evidence the satisfaction and discharge of the Claim, Lien or Equity Interest as provided for in the Plan. The Reorganized Debtors shall provide prompt notice of the determination that surrender is necessary with respect to a

Claim, Lien or Equity Interest, and no Distribution on account thereof shall be made unless the surrender occurs, unless otherwise ordered by the Bankruptcy Court.

Section 7.10. Financing as a Part of the Bankruptcy Cases. All Creditors and parties in interest are deemed to consent to such financing as may be necessary, including any refinancing of any amount owed by the Debtors or the Reorganized Debtors.

Section 7.11. Tax Identification Number Affidavit. Upon request, the Debtors shall be entitled to obtain the appropriate form and/or affidavit, in a form acceptable to them in their reasonable discretion, from each Entity that is to receive a Distribution under this Plan as to that Entity's federal tax identification number, as a precondition to the issuance of any Distribution.

Article VIII

Acceptance or Rejection of the Plan

Section 8.1. Classes Entitled to Vote. Each Holder of an Allowed Claim or an Allowed Equity Interest in a Class of Claims or Equity Interests against the Debtor that may be Impaired and is to receive a Distribution under the Plan shall be entitled to vote separately to accept or reject the Plan. Each Holder of a Claim in a Class of Claims or Equity Interests that is Unimpaired under the Plan, such as Class 1, shall be deemed to have accepted the Plan pursuant to Section 1126(f) of the Bankruptcy Code.

Section 8.2. Class Acceptance Requirement. An Impaired Class of Claims shall have accepted the Plan if (i) the Holders (other than any Holder designated under Section 1126(e) of the Bankruptcy Code) of at least two-thirds (2/3) in amount of the Allowed Claims actually voting in such Class have voted to accept the Plan and (ii) the Holders (other than any Holder designated under Section 1126(e) of the Bankruptcy Code) of more than one-half (1/2) in number of the Allowed Claims actually voting in such Class have voted to accept the Plan. An Impaired Class of Equity Interests shall have accepted the Plan if the Holders (other than any Holder designated under Section 1126(e) of the Bankruptcy Code) of at least two-thirds (2/3) in amount of the Allowed Equity Interests actually voting in such Class have voted to accept the Plan. For purposes of calculating the number of Allowed Claims in a class of Claims held by Holders of Allowed Claims in such class that have voted to accept or reject the Plan under Section 1126(c) of the Bankruptcy Code, all Allowed Claims in such class held by one entity or any Affiliate shall be aggregated and treated as one Allowed Claim in such Class.

Section 8.3. Cramdown. In the event that any impaired Class of Claims shall not accept the Plan or be deemed not to have accepted the Plan, the proponents of the Plan reserve the right to (a) request that the Bankruptcy Court confirm the Plan in accordance with Section 1129(b) of the Bankruptcy Code and/or (b) modify the Plan to provide treatment sufficient to assure that the Plan does not discriminate unfairly and is fair and equitable with respect to the Class(es) not accepting the Plan or being deemed not to have accepted the Plan, and, in particular, the treatment necessary to meet the

requirements of Sections 1129(a) and (b) of the Bankruptcy Code with respect to the rejecting Class(es) and any other Class(es) affected by such modifications.

Article IX

Effect of Confirmation of Plan

Section 9.1. Vesting of Assets. On the Effective Date, except as otherwise provided herein, all Assets of the Estates, including all Causes of Action, shall be transferred to, and shall vest in, the Reorganized Debtors, free and clear of all Liens and Claims, subject to the terms and conditions set forth herein.

Section 9.2. Amended Organizational Documents of Reorganized Debtors. On the Effective Date, the Amended Organizational Documents shall become effective and, as appropriate, be filed with the appropriate Governmental Authorities.

Section 9.3. Operation by Reorganized Debtors. After the Effective Date, the Reorganized Debtors may operate their businesses, and may use, acquire, and dispose of Assets free of any restrictions imposed under the Bankruptcy Code, subject to the terms of the Plan. Nothing herein shall constitute a merger or substantive consolidation of the entities or their assets or their obligations.

Section 9.4. Injunction. As and to the extent not inconsistent with Sections 524 and 1141 of the Bankruptcy Code, and except as otherwise expressly provided in the Plan, all Entities who have held, hold or may hold Claims against, or Equity Interests in, the Debtors, are permanently enjoined, on and after the Effective Date, from (a) commencing or continuing in any manner any action or other proceeding of any kind with respect to any such Claim or Equity Interest; (b) the enforcement, attachment, collection or recovery by any manner or means of any judgment, award, decree or order against the Debtors or the Reorganized Debtors on account of any such Claim or Equity Interest; (c) creating, perfecting or enforcing any Lien against the Debtors or Reorganized Debtors, or against any of their Assets, on account of any such Claim or Equity Interest; and (d) asserting any right of setoff, subrogation or recoupment of any kind (except under Section 362(b)(26) of the Bankruptcy Code as provided in Section 553 of the Bankruptcy Code) against any obligation due from the Debtors or Reorganized Debtors or against the Assets of the Debtors or Reorganized Debtors on account of any such Claim or Interest.

Section 9.5. Indemnification Obligations. The obligations of the Debtors to indemnify, reimburse or limit liability of any person who is serving or has served as one of its directors, officers, employees or agents by reason of such person's prior or current service in such capacity as provided in the applicable articles of organization, operating agreements, partnership agreements, or bylaws, by statutory law or by written agreement, policies or procedures of or with the Debtors shall be recognized and honored and shall bind the Reorganized Debtors and shall not be affected by or discharged by this Plan. Nothing in this Plan shall be deemed to affect any rights of any

manager, director or officer or any other person against any insurer with respect to any directors or officers liability insurance policies.

Section 9.6. Discharge of Debtors and Claims. Except as otherwise provided in the Plan, the rights afforded herein and the treatment of all Claims herein shall be in exchange for and in complete satisfaction, discharge and release of all Claims of every nature, including any interest accrued on such Claims from and after the Petition Date, against the Debtors or the Reorganized Debtors, or any of their Assets. As and to the extent not inconsistent with Sections 524 and 1141 of the Bankruptcy Code, and except as otherwise provided herein, subject to the occurrence of and as of the Effective Date (i) all such Claims against, and all Equity Interests in, the Debtors shall be satisfied, discharged and released in full, and (ii) all Entities shall be precluded from asserting against the Debtors or the Reorganized Debtors, to the extent the Claims are satisfied in full, their Assets, or any other or further Claims or Equity Interests based upon any act or omission, transaction or other activity of any kind or nature, whether known or unknown, that occurred prior to the Effective Date, whether or not (a) a proof of claim or interest based upon such Claim or Equity Interest is filed or deemed filed under Section 501 of the Bankruptcy Code, (b) such Claim or Equity Interest is allowed under Section 502 of the Bankruptcy Code or (c) the Holder of such Claim or Equity Interest has accepted the Plan; provided, however, that the discharge shall not apply to the Reorganized Debtors' obligations under this Plan or any Plan Document or to the Debtors' contingent liability (if any) for plugging, abandonment and/or reclaiming wells, facilities and pipelines, whether such liabilities are direct or arise through contractual indemnity obligations; provided, further, that the discharge shall not apply to the Equity Interests in Debtors or Reorganized Debtors. Except as provided herein, the Confirmation Order shall be a judicial determination of discharge of all liabilities of the Debtors.

Section 9.7. No Successor Liability. Except as otherwise specifically provided in this Plan or the Confirmation Order, neither the Debtors nor the Reorganized Debtors will have any responsibilities, pursuant to this Plan or otherwise, for any liabilities or obligations of the Debtors or any of the Debtors' past or present Affiliates relating to or arising out of the operations of or Assets of the Debtors or any of the Debtors' past or present Affiliates, whether arising prior to, or resulting from actions, events or circumstances occurring or existing at any time prior to the Effective Date. Except as otherwise specifically provided in this Plan, the Reorganized Debtors shall have no successor or transferee liability of any kind or character, for any Claims; provided, however, that the Reorganized Debtors shall have the obligations for the payments specifically and expressly provided, and solely in the manner stated, in this Plan and the Plan Documents.

Section 9.8. Exculpations. As and to the extent not inconsistent with Section 524(e) of the Bankruptcy Code or 26 U.S.C. § 6672, the officers, directors, managers, members and professionals of the Debtors shall have no liability to any Holder of a Claim or Equity Interest or other Entity (including the foregoing Entities) for any act, event or omission in connection with, relating to, or arising out of the Bankruptcy Cases, the negotiation of the Plan, the Consummation of the Plan, the administration of the Plan or

the property to be distributed under the Plan, except for any liability based on willful misconduct or gross negligence. In all such instances, the above-referenced parties shall be, and have been entitled to, reasonably rely on the advice of counsel with respect to their duties and responsibilities in connection with the Bankruptcy Cases and under the Plan. Such exculpation shall not extend to any post-Petition Date act of any Entity other than in connection with that Entity's official capacity in the Bankruptcy Cases.

Section 9.9. Term of Injunction or Stays. Unless otherwise provided herein or otherwise ordered by the Bankruptcy Court, all injunctions or stays set forth in 11 U.S.C. §§ 105 and 362 shall remain in full force and effect until the Effective Date rather than the Confirmation Date. Nothing in this Section 9.9, however, shall be construed as a limitation of the permanent discharge and injunction provisions provided for in this Plan.

Article X

Conditions Precedent to Confirmation and Effective Date

Section 10.1. Conditions. The occurrence of the Effective Date and the substantial Consummation of the Plan are subject to satisfaction or, in the sole discretion of the proponents of the Plan, waiver of the following conditions precedent:

- a. **Confirmation Order.** The Confirmation Order shall have become a Final Order and be in full force and effect.
- b. **Governmental Authorizations.** Any authorizations, consents and regulatory approvals from a Governmental Authority required for the consummation of each of the transactions contemplated in this Plan shall have been obtained and shall have become final and non-appealable and, with respect to any court proceeding relating thereto, been approved by Final Order.
- c. **Execution of Documents; Other Actions.** All other actions and documents necessary to implement the Plan shall have been effected or executed.

Section 10.2. Notice of Effective Date. The occurrence of the Effective Date and the date thereof shall be evidenced by a Notice of Effective Date Filed with the Bankruptcy Court by the Reorganized Debtors within two (2) Business Days of the occurrence thereof.

Section 10.3. Revocation of Confirmation Order or Withdrawal of Plan. The proponents of the Plan may revoke or withdraw this Plan prior to the Confirmation Date by filing a Notice of Withdrawal of Plan in the record of the Bankruptcy Cases. If this Plan is withdrawn prior to the Confirmation Date, then the Plan shall be deemed withdrawn, and the Confirmation Order (if any has been issued but not entered on the docket) shall be automatically revoked without the need for any action by any party in interest or the Bankruptcy Court. In such event, the Plan and the Confirmation Order shall be of no further force or effect; the Debtors and all Holders of Claims and Equity Interests shall be restored to the status quo ante as of the day immediately preceding the filing of this Plan; all the Debtors' respective obligations with respect to the Claims and

Equity Interests shall remain unchanged; and all of the Debtors' rights and claims against all Entities shall be fully preserved, and nothing contained herein or in the Disclosure Statement shall be deemed to constitute an admission or statement against interest or to constitute a waiver or release of any claims by or against the Debtors or any other persons or to prejudice in any manner the rights of the Debtors or any Entity in any further proceedings involving the Debtors or any other Entities.

Article XI

Retention of Jurisdiction

Section 11.1. Retention of Jurisdiction. To the maximum extent permitted by the Bankruptcy Code or other applicable Law, the Bankruptcy Court shall have jurisdiction of all matters arising out of, and related to, the Bankruptcy Cases and the Plan pursuant to, and for the purposes of, Sections 105(a) and 1142 of the Bankruptcy Code, and for, among other things, the following nonexclusive purposes:

- a. To construe and to take any action to enforce this Plan and to issue such orders as may be necessary for the implementation, execution and confirmation of this Plan;
- b. To determine the allowance or classification of Claims or Equity Interests (including the Applicable Interest Rate, the Applicable Interest Period and Applicable Fees and Costs) and to determine any objections thereto;
- c. To determine rights to Distribution pursuant to this Plan;
- d. To hear and determine applications for the assumption or rejection of executory contracts or unexpired leases and the allowance of Claims resulting therefrom;
- e. To determine any and all applications, motions, adversary proceedings, contested matters and other litigated matters that may be pending in the Bankruptcy Court on or initiated after the Effective Date;
- f. To hear and determine any objection to Administrative Expense Claims or Claims;
- g. To hear and determine any Causes of Action brought or continued by the Debtors to the maximum extent permitted under applicable Law;
- h. To hear and determine motions of the Reorganized Debtors seeking the examination of any Entity pursuant to Bankruptcy Rule 2004, for purposes including investigations of potential Causes of Action, to the same extent the Debtors were entitled to seek such examinations prior to the Effective Date.
- i. To enter and implement such orders as may be appropriate in the event the Confirmation Order is for any reason stayed, revoked, modified or vacated;
- j. To determine such other matters and for such other purposes as may be provided in the Confirmation Order;

- k. To hear and determine matters concerning any release, exculpation or discharge and to enforce the injunctions set forth in the Plan;
- l. To consider any modifications of the Plan, to cure any defect or omission, or reconcile any inconsistency in any order of the Bankruptcy Court, including the Confirmation Order;
- m. To hear and determine all Fee Applications;
- n. To hear and determine disputes arising in connection with the interpretation, implementation or enforcement of the Plan or any transactions, documents or agreements contemplated by the Plan (including the Plan Documents);
- o. To hear and determine all questions and disputes regarding title to, and any action to recover any of the Assets or property of the Debtors or their Estates, wherever located;
- p. To hear and determine matters concerning state, local and Federal Taxes in accordance with Sections 346, 505, and 1146 of the Bankruptcy Code;
- q. To consider and act on the compromise and settlement of any claim against the Debtors or their Estates;
- r. To hear any other matter not inconsistent with the Bankruptcy Code; provided, however, that, with respect to consideration issued to parties in interest under the Plan, the Bankruptcy Court shall have no further jurisdiction; and
- s. To enter a Final Decree closing the Bankruptcy Cases.

Article XII

Miscellaneous

Section 12.1. Defects, Omissions, Amendments, and Modifications of the Plan.

- a. The Debtors may, with the approval of the Bankruptcy Court and without notice to Holders of Claims, insofar as it does not materially and adversely affect Holders of Claims, correct any defect, omission or inconsistency in the Plan in such a manner and to such extent necessary or desirable to expedite the execution of the Plan.
- b. The Debtors may propose amendments or alterations to the Plan before or after Confirmation as provided in Section 1127 of the Bankruptcy Code if, in the opinion of the Bankruptcy Court, the modification does not materially and adversely affect the interests of Holders of Claims, so long as the Plan, as modified, complies with Sections 1122 and 1123 of the Bankruptcy Code, and the Debtors have complied with Section 1125 of the Bankruptcy Code.

- c. The Debtors may propose amendments or alterations to the Plan before or after the Confirmation Date, but prior to substantial Consummation, in a manner that, in the opinion of the Bankruptcy Court, does not materially and adversely affect Holders of Claims, so long as (i) the Plan, as modified, complies with Sections 1122 and 1123 of the Bankruptcy Code, (ii) the Debtors have complied with Section 1125 of the Bankruptcy Code, and, (iii) after notice and hearing, the Bankruptcy Court confirms such Plan, as modified, under Section 1129 of the Bankruptcy Code.

Section 12.2. Severability. If the Bankruptcy Court determines, prior to the Confirmation Date, that any provision in the Plan is invalid, void or unenforceable, such provision shall be invalid, void or unenforceable with respect to the Holder or Holders of such Claims or Equity Interests as to which the provision is determined to be invalid, void or unenforceable and, notwithstanding the invalidity, voidness or unenforceability of such provision, the Debtors may proceed to seek confirmation of the Plan without such invalid, void or unenforceable provision, in which case, the invalidity, voidness or unenforceability of any such provision shall in no way limit or affect the enforceability and operative effect of any other provision of the Plan.

Section 12.3. Successors and Assigns. The rights, benefits and obligations of any Entity named or referred to in this Plan shall be binding on, and shall inure to the benefit of, any heir, executor, administrator, personal representative, successor or assign of such Entity.

Section 12.4. Notices. Any notice required or permitted to be provided under the Plan shall be in writing and served by either (i) certified mail, return receipt requested (or, for the United States, first class mail), postage prepaid, (ii) hand delivery or (iii) reputable overnight delivery service, freight prepaid, addressed as follows:

If to the Debtors or Reorganized Debtors:

For AIX:

Robert A. Imel, President
AIX Energy Inc.
8401 N. Central Expressway
Suite 840
Dallas, Texas 75225

Keith W. Harvey, Esq.
THE HARVEY LAW FIRM, P.C.
6510 Abrams Road
Suite 280
Dallas, TX 75231

For Antero:

Robert A. Imel, Managing Member
8401 N. Central Expressway
Suite 840
Dallas, Texas 75225

Frank L. Broyles, Esq.
Suite 1650 East Tower
222 W. Las Colinas Blvd.
Irving, TX 75039

Section 12.5. Payment of Statutory Fees. Except as otherwise provided herein, for so long as the Bankruptcy Cases shall remain open and pending before the Bankruptcy Court, all fees payable pursuant to 28 U.S.C. § 1930 shall be paid by the Debtors, with all such fees determined by the Bankruptcy Court at the Confirmation Hearing to be due on or prior to the Effective Date being paid in Cash by the Reorganized Debtors on the Effective Date.

Section 12.6. Additional Documents. On or before substantial consummation of the Plan, the Debtors may file with the Bankruptcy Court such agreements and other documents as may be necessary or appropriate to reasonably effectuate and further evidence the terms and conditions of the Plan.

Dated: February 19, 2016

AIX ENERGY, INC.



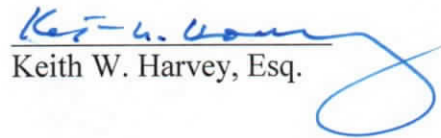
Robert A. Imel, President

ANTERO ENERGY PARTNERS, LLC



Robert A. Imel, Managing Member

Approved:



Keith W. Harvey, Esq.



Frank L. Broyles, Esq.