

Tom A. Howley, State Bar No. 24010115
JONES DAY
717 Texas Avenue, Suite 3300
Houston, Texas 77002
Telephone: (832) 239-3939
tahowley@jonesday.com

Brad B. Erens (admitted *pro hac vice*)
Joseph A. Florczak (admitted *pro hac vice*)
JONES DAY
77 West Wacker
Chicago, Illinois 60601
Telephone: (312) 782-3939
bberens@jonesday.com
jflorczak@jonesday.com

ATTORNEYS FOR THE DEBTORS

**UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION**

In re: § Chapter 11
ERG Intermediate Holdings, LLC, *et al.*,¹ § Jointly Administered
Debtors. § Case No.: 15-31858-hdh-11

NOTICE OF FILING OF AMENDED EXHIBIT TO PLAN SUPPLEMENT

PLEASE TAKE NOTICE OF THE FOLLOWING:

1. On October 2, 2015, the above-captioned debtors (collectively, the "Debtors") filed the Notice of Filing of (A) Plan Supplement Documents Relating to First Amended Joint Chapter 11 Plan of Reorganization Dated September 18, 2015 in Respect of ERG Intermediate Holdings, LLC and Its Affiliated Debtors and (B) Exhibits to Disclosure Statement [Docket No. 560] (the "Second Plan Supplement").²

¹ The Debtors in these cases, along with the last four digits of each Debtor's federal tax identification number, are ERG Intermediate Holdings, LLC (2521); ERG Resources, L.L.C. (0408); West Cat Canyon, L.L.C. (7377); ERG Interests, LLC (2081); and ERG Operating Company, LLC (8385). ERG Intermediate Holdings, LLC is the direct or indirect parent of each of its affiliated Debtors. The mailing address for each of the Debtors, with the exception of ERG Operating Company, LLC, is 333 Clay Street Suite 4400, Houston, TX 77002. The mailing address for ERG Operating Company, LLC is 4900 California Avenue Suite 300B, Bakersfield, CA 93309. The above addresses are listed solely for the purposes of notices and communications.

² Capitalized terms used but not otherwise defined herein have the meanings given to them in the Second Plan Supplement.

2. Attached as Exhibit H to the Second Plan Supplement was a copy of the Restructuring Support Agreement by and among Scott Y. Wood, CLMG Corp., LNV Corporation and the Debtors (the "Initial RSA").

3. The Debtors hereby file an amended version of the Initial RSA (the "Amended RSA"). All references to the Plan Supplement are to incorporate this Amended RSA by reference.

4. The Debtors will serve this Notice on the most recently filed Service List pursuant the Court's Order granting Complex Case Management Procedures [Docket No. 61].

Dated: October 9, 2015
Dallas, Texas

Respectfully submitted,

/s/ Tom A. Howley

Tom A. Howley
JONES DAY
717 Texas Avenue, Suite 3300
Houston, Texas 77002
Telephone: (832) 239-3939
tahowley@jonesday.com

Brad B. Erens
Joseph A. Florczak
JONES DAY
77 West Wacker
Chicago, Illinois 60601
Telephone: (312) 782-3939
bberens@jonesday.com
jflorczak@jonesday.com

ATTORNEYS FOR THE DEBTORS

EXHIBIT H

Amended Restructuring Support Agreement

EXECUTION COPY

FIRST AMENDMENT TO RESTRUCTURING SUPPORT AGREEMENT

This FIRST AMENDMENT TO RESTRUCTURING SUPPORT AGREEMENT (this “**First Amendment**”) is entered into as of October 7, 2015, by and among Scott Y. Wood, an individual (“**Mr. Wood**”), the Lenders party hereto (the “**Lenders**”), and CLMG Corp., a Texas corporation, as administrative agent under the Credit Agreement (in such capacity, the “**Administrative Agent**” and, together with Mr. Wood and the Lenders party hereto, the “**Parties**”), and, for the limited purposes of acknowledgment and acceptance of the terms and provisions of this First Amendment, ERG Resources, L.L.C. (“**ERG,**” or, the “**Borrower**”); West Cat Canyon, L.L.C. (“**West Cat**”); ERG Intermediate Holdings, LLC (“**ERG Intermediate**”); ERG Interests, LLC (“**ERG Interests**”); and ERG Operating Company, LLC (“**ERG Operating,**” and, together with West Cat, ERG Intermediate, ERG Interests, and ERG Operating, the “**Corporate Guarantors**”), and is made with reference to, amends, and is made a part of that certain Restructuring Support Agreement dated as of April 30, 2015 (the “**RSA**”) by and among the Parties. Unless the context requires otherwise, each capitalized term used but not otherwise defined herein shall have the meaning ascribed to such term in the RSA.

RECITALS

WHEREAS, the Parties entered into the RSA on April 30, 2015; and

WHEREAS, the Debtors commenced the Agreed Bankruptcy Cases in the Bankruptcy Court on April 30, 2015; and

WHEREAS, the Administrative Agent and the Lenders, in their respective capacities as agent and lenders under the terms of the DIP Agreement (in such capacities, the “**DIP Agent**” and the “**DIP Lenders,**” respectively), provided to Debtor ERG Resources, L.L.C., the DIP Facility (as such term is defined in the DIP Agreement) subject to the terms and conditions of the DIP Agreement, which, among other things, called for the consummation of a Sale pursuant to an Acceptable Sale Process; and

WHEREAS the Bankruptcy Court appointed an official committee of unsecured creditors in the Agreed Bankruptcy Cases (the “**Committee**”); and

WHEREAS the DIP Agent, the DIP Lenders, the Administrative Agent, the Lenders, and the Committee entered into the Settlement and Transaction Support Agreement (the “**Committee Settlement Agreement**”) on August 6, 2015 and the Bankruptcy Court approved the Committee Settlement Agreement on August 26, 2015; and

WHEREAS, the Agreed Sale Process failed to result in a Sale; and

WHEREAS, the Parties have agreed to abandon the Agreed Sale Process and pursue an alternate strategy in the Agreed Bankruptcy Cases entailing a chapter 11 plan in respect of the Debtors that (a) provides for the treatment of the Exempt Assets, as such term is defined in the

Committee Settlement Agreement, in a manner consistent with the Committee Settlement Agreement; and (b) is otherwise acceptable to the Administrative Agent, the Lenders, the DIP Agent, and the DIP Lenders in their sole and absolute discretion (any chapter 11 plan satisfying the foregoing requirements, an “**Acceptable Plan**”); and

WHEREAS, as a consequence of the foregoing, the Parties now desire to amend the RSA as set forth below.

NOW, THEREFORE, in consideration of the foregoing, the terms, covenants, and conditions contained in this First Amendment, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

SECTION 1. Amendment to RSA.

(a) Notwithstanding anything else set forth in the RSA, for the limited purposes of Section 4(b) of the RSA only, Mr. Wood shall be deemed to have made a timely Qualifying Release Payment (a “**Deemed Qualifying Release Payment**”) if the following conditions are satisfied:

1. An Acceptable Plan is confirmed on or before October 31, 2015 and becomes effective in accordance with its terms on or before November 15, 2015; and
2. Mr. Wood makes a payment to the Administrative Agent in cash or immediately available funds in the amount of eight million five hundred thousand dollars (\$8,500,000) on or prior to December 15, 2015.

For the avoidance of doubt, to the extent that a Deemed Qualifying Release Payment occurs in accordance with the terms of this Section 1 of this First Amendment, (a) such occurrence shall trigger only those rights and obligations described in Section 4(b) of the RSA and not any other rights and obligations under the RSA, including, without limitation, those rights and obligations described in Section 6(f) of the RSA; and (b) Section 4(b) of the RSA shall remain unmodified in all other respects, including, without limitation, that Section 4(b) of the RSA shall remain subject to Section 4(c) of the RSA.

(b) The following definitions shall be added to Section 1 of the RSA in alphabetical order:

“**Acceptable Plan**” means a chapter 11 plan of reorganization that (a) provides for the treatment of the Exempt Assets, as such term is defined in the Committee Settlement Agreement, in a manner consistent with the Committee Settlement Agreement; and (b) is otherwise acceptable to the Administrative Agent, the Lenders, the DIP Agent, and the DIP Lenders in their sole and absolute discretion.

“**Committee Settlement Agreement**” means that certain Settlement and Transaction Support Agreement dated as of August 6, 2015 and approved by the Bankruptcy Court on August 26, 2015.

SECTION 2. Continued Effectiveness of RSA.

Except as provided in and subject to the amendment effected by Section 1 of this First Amendment, the RSA is hereby ratified and confirmed in all respects and the Parties acknowledge and agree that the RSA remains in full force and effect and remains a legally binding and fully enforceable agreement between the Parties.

SECTION 3. Release of DIP Agent, DIP Lenders, Administrative Agent and Lenders.

(a) Mr. Wood, on behalf of himself and each of his predecessors, successors and assigns (each, a “**Wood Releasor**,” and collectively, the “**Wood Releasors**”), hereby unconditionally, irrevocably and fully acquits and forever releases, remises, waives and discharges the DIP Agent, the DIP Lenders, the Administrative Agent, the Lenders, and each of their respective predecessors, successors, assigns, Representatives and Affiliates (collectively, the “**Released Parties**”), of and from any and all Claims (and all defenses, including affirmative defenses, which relate to any of the foregoing), which each Wood Releasor has ever had, now has, or may in the future have against any of the Released Parties, including, without limitation, all such Claims arising under the Loan Documents, the Owner Guaranty, the Owner Mortgage, or any of the transactions contemplated in connection therewith; provided, that the foregoing releases do not include any Claims of the Wood Releasors arising under the RSA, as amended by this First Amendment.

(b) In connection with this First Amendment, Mr. Wood, on behalf of himself and all Wood Releasors, waives any and all rights they may have under section 1542 of the California Civil Code, which provides that

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN TO HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

The Wood Releasors expressly and forever waive the benefits, protection and rights of California Civil Code section 1542, or any other similar provision of the law of any other jurisdiction, with respect to matters released by this First Amendment.

SECTION 4. Effectiveness of First Amendment.

This First Amendment shall become effective upon the first date that each party hereto has executed and delivered a counterpart of this First Amendment.

SECTION 5. Counterparts.

This First Amendment may be executed in any number of counterparts, each of which when so executed shall be deemed an original, but all such counterparts shall constitute one and the same instrument, and all signatures need not appear on any one counterpart. Any party hereto may execute and deliver a counterpart of this First Amendment by delivering by facsimile or other electronic transmission a signature page of this First Amendment signed by such party, and any such facsimile or other electronic signature shall be treated in all respects as having the same effect as an original signature.

SECTION 6. Severability.

The invalidity, illegality, or unenforceability of any provision in or obligation under this First Amendment in any jurisdiction shall not affect or impair the validity, legality, or enforceability of the remaining provisions or obligations under this First Amendment or the RSA or of such provision or obligation in any other jurisdiction.

SECTION 7. Section Headings.

Section headings in this First Amendment are included herein for convenience of reference only and shall not constitute part of this First Amendment for any other purpose.

SECTION 8. GOVERNING LAW.

THIS FIRST AMENDMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEVADA, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAW.

SECTION 9. Acknowledgements.

Mr. Wood hereby acknowledges that:

(a) he has carefully read and fully understood all of the terms and conditions of this First Amendment and is fully aware of their legal effect;

(b) he expressly ratifies his acknowledgments set forth in Section 3 of the RSA;

(c) he has consulted with and has been advised by fully competent counsel of his choosing in the negotiation, preparation, execution and delivery of this First Amendment and has had the contents of the First Amendment fully explained by such counsel;

(d) he has participated in the drafting of this First Amendment (which has been prepared through the joint efforts of all parties hereto) and that no provision of, nor any alleged ambiguity in, this First Amendment shall be construed against or interpreted or resolved against or to the disadvantage of any party hereto by any court or other governmental or judicial authority by reason of, or on the ground that, any party hereto or

its counsel having or being deemed to have structured, dictated or drafted such provision or based on any other rule of strict construction;

(e) he is freely, voluntarily, knowingly and intelligently entering into this First Amendment;

(f) none of the Lenders or the Administrative Agent has a fiduciary relationship to Mr. Wood, and the relationship between the Administrative Agent and the Lenders, on the one hand, and Mr. Wood, on the other, is solely that of creditor and debtor; and

(g) no joint venture exists among Mr. Wood, the Administrative Agent and the Lenders.

SECTION 10. Amendments.

No provision of this First Amendment may be amended, modified, waived or supplemented, except as provided in Section 8.2 of the Owner Guaranty.

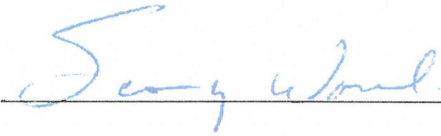
[Signature pages to follow]

SIGNATURE PAGE TO FIRST AMENDMENT TO RESTRUCTURING SUPPORT AGREEMENT

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to be duly executed and delivered by their proper and duly authorized officers as of the day and year first above written.

SCOTT Y. WOOD, in his individual capacity

By: _____

A handwritten signature in blue ink, appearing to read "Scott Y. Wood", is written over a horizontal line.

SIGNATURE PAGE TO FIRST AMENDMENT TO RESTRUCTURING SUPPORT AGREEMENT

ACKNOWLEDGED AND ACCEPTED:

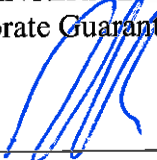
ERG RESOURCES, L.L.C., a Corporate Guarantor

By: 
Name: R. Kelly Plato
Title: Sole Manager


WEST CAT CANYON, L.L.C, a Corporate Guarantor

By: 
Name: R. Kelly Plato
Title: Sole Manager

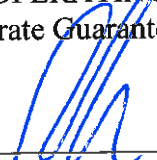
ERG INTERMEDIATE HOLDINGS, LLC, a Corporate Guarantor

By: 
Name: R. Kelly Plato
Title: Sole Manager

ERG INTERESTS, LLC, a Corporate Guarantor


By: 
Name: R. Kelly Plato
Title: Sole Manager

ERG OPERATING COMPANY, LLC, a Corporate Guarantor

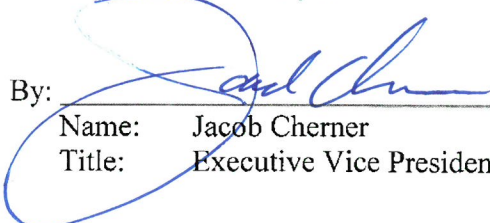
By: 
Name: R. Kelly Plato
Title: Sole Manager

SIGNATURE PAGE TO FIRST AMENDMENT TO RESTRUCTURING SUPPORT AGREEMENT

CLMG CORP., as Administrative Agent

By: 
Name: James Erwin
Title: President

LNV CORPORATION, as Lender

By: 
Name: Jacob Cherner
Title: Executive Vice President