Solicitation Version

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	:	Chapter 11
RYCKMAN CREEK RESOURCES, LLC, et al.,	:	Case No. 16-10292 (KJC)
Debtors.[1]	:	Jointly Administered

MODIFIED FIFTH AMENDED DISCLOSURE STATEMENT WITH RESPECT TO THE MODIFIED FOURTH AMENDED JOINT CHAPTER 11 PLAN OF REORGANIZATION OF RYCKMAN CREEK RESOURCES, LLC AND ITS AFFILIATED DEBTORS AND DEBTORS-IN-POSSESSION

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Dated: Wilmington, Delaware
November 13, 2017

[1] The Debtors and, where applicable, the last four digits of their respective taxpayer identification numbers, are as follows: Ryckman Creek Resources, LLC (4180), Ryckman Creek Resources Holding Company LLC, Peregrine Rocky Mountains LLC, and Peregrine Midstream Partners LLC (3363). The address of the Debtors' corporate headquarters is 3 Riverway, Suite 1100, Houston, TX 77056.

DISCLAIMER

THIS DISCLOSURE STATEMENT CONTAINS SUMMARIES OF CERTAIN PROVISIONS OF THE DEBTORS' PLAN AND CERTAIN OTHER DOCUMENTS AND FINANCIAL INFORMATION. THE INFORMATION INCLUDED IN THIS DISCLOSURE STATEMENT IS PROVIDED FOR THE PURPOSES OF SOLICITING ACCEPTANCES OF THE PLAN AND SHOULD NOT BE RELIED UPON FOR ANY PURPOSES OTHER THAN TO DETERMINE WHETHER AND HOW TO VOTE ON THE PLAN. THE DEBTORS BELIEVE THAT THESE SUMMARIES ARE FAIR AND ACCURATE. THE SUMMARIES OF THE FINANCIAL INFORMATION AND THE DOCUMENTS WHICH ARE ATTACHED TO, OR INCORPORATED BY REFERENCE IN, THIS DISCLOSURE STATEMENT ARE QUALIFIED IN THEIR ENTIRETY BY REFERENCE TO SUCH INFORMATION AND DOCUMENTS. IN THE EVENT OF ANY INCONSISTENCY OR DISCREPANCY BETWEEN A DESCRIPTION IN THIS DISCLOSURE STATEMENT AND THE TERMS AND PROVISIONS OF THE PLAN OR THE OTHER DOCUMENTS AND FINANCIAL INFORMATION INCORPORATED IN THIS DISCLOSURE STATEMENT BY REFERENCE, THE PLAN, OR THE OTHER DOCUMENTS AND FINANCIAL INFORMATION, AS THE CASE MAY BE, SHALL GOVERN FOR ALL PURPOSES.

THE STATEMENTS AND FINANCIAL INFORMATION CONTAINED IN THIS DISCLOSURE STATEMENT HAVE BEEN MADE AS OF THE DATE OF THIS DISCLOSURE STATEMENT UNLESS OTHERWISE SPECIFIED. HOLDERS OF CLAIMS AND INTERESTS REVIEWING THIS DISCLOSURE STATEMENT SHOULD NOT ASSUME AT THE TIME OF SUCH REVIEW THAT THERE HAVE BEEN NO CHANGES IN THE FACTS SET FORTH IN THIS DISCLOSURE STATEMENT SINCE THE DATE OF THIS DISCLOSURE STATEMENT.

EACH HOLDER OF A CLAIM ENTITLED TO VOTE ON THE PLAN SHOULD CAREFULLY REVIEW THE PLAN AND THIS DISCLOSURE STATEMENT IN THEIR ENTIRETIES BEFORE CASTING A BALLOT. THIS DISCLOSURE STATEMENT DOES NOT CONSTITUTE LEGAL, BUSINESS, FINANCIAL, OR TAX ADVICE. ANY ENTITIES DESIRING ANY SUCH ADVICE SHOULD CONSULT WITH THEIR OWN ADVISORS.

NO REPRESENTATIONS CONCERNING THE DEBTORS OR THE VALUE OF THEIR PROPERTY HAVE BEEN AUTHORIZED BY THE DEBTORS OTHER THAN AS SET FORTH IN THIS DISCLOSURE STATEMENT AND THE DOCUMENTS ATTACHED TO THIS DISCLOSURE STATEMENT. ANY INFORMATION, REPRESENTATIONS, OR INDUCEMENTS MADE TO OBTAIN AN ACCEPTANCE OF THE PLAN WHICH ARE OTHER THAN AS SET FORTH, OR INCONSISTENT WITH, THE INFORMATION CONTAINED IN THIS DISCLOSURE STATEMENT, THE DOCUMENTS ATTACHED TO THIS DISCLOSURE STATEMENT, AND THE PLAN SHOULD NOT BE RELIED UPON BY ANY HOLDER OF A CLAIM OR INTEREST.

WITH RESPECT TO CONTESTED MATTERS, ADVERSARY PROCEEDINGS, AND OTHER PENDING, THREATENED, OR POTENTIAL LITIGATION OR OTHER ACTIONS, THIS DISCLOSURE STATEMENT DOES NOT CONSTITUTE, AND MAY NOT BE CONSTRUED AS, AN ADMISSION OF FACT, LIABILITY, STIPULATION, OR

WAIVER, BUT RATHER AS A STATEMENT MADE IN THE CONTEXT OF SETTLEMENT NEGOTIATIONS UNDER RULE 408 OF THE FEDERAL RULES OF EVIDENCE.

THE FINANCIAL INFORMATION CONTAINED IN OR INCORPORATED BY REFERENCE INTO THIS DISCLOSURE STATEMENT HAS NOT BEEN AUDITED, UNLESS SPECIFICALLY INDICATED OTHERWISE.

THE FINANCIAL PROJECTIONS, ATTACHED HERETO AS EXHIBIT B AND DESCRIBED IN THIS DISCLOSURE STATEMENT, HAVE BEEN PREPARED BY THE DEBTORS' MANAGEMENT TOGETHER WITH THEIR ADVISORS. THE FINANCIAL PROJECTIONS, WHILE PRESENTED WITH NUMERICAL SPECIFICITY, ARE NECESSARILY BASED ON A VARIETY OF ESTIMATES AND ASSUMPTIONS WHICH, THOUGH CONSIDERED REASONABLE BY THE DEBTORS' MANAGEMENT AND THEIR ADVISORS, MAY NOT ULTIMATELY BE REALIZED, AND ARE INHERENTLY SUBJECT TO SIGNIFICANT BUSINESS, ECONOMIC, COMPETITIVE, INDUSTRY, REGULATORY, MARKET, AND FINANCIAL UNCERTAINTIES AND CONTINGENCIES, MANY OF WHICH ARE BEYOND THE DEBTORS' CONTROL. THE DEBTORS CAUTION THAT NO REPRESENTATIONS CAN BE MADE AS TO THE ACCURACY OF THESE PROJECTIONS OR TO THE ABILITY TO ACHIEVE THE PROJECTED RESULTS. SOME ASSUMPTIONS INEVITABLY WILL NOT MATERIALIZE. FURTHER, EVENTS AND CIRCUMSTANCES OCCURRING SUBSEQUENT TO THE DATE ON WHICH THE FINANCIAL PROJECTIONS WERE PREPARED MAY BE DIFFERENT FROM THOSE ASSUMED OR, ALTERNATIVELY, MAY HAVE BEEN UNANTICIPATED, AND, THUS, THE OCCURRENCE OF THESE EVENTS MAY AFFECT FINANCIAL RESULTS IN A MATERIALLY ADVERSE OR MATERIALLY BENEFICIAL MANNER. THEREFORE, THE FINANCIAL PROJECTIONS MAY NOT BE RELIED UPON AS A GUARANTEE OR OTHER ASSURANCE OF THE ACTUAL RESULTS THAT WILL OCCUR. EXCEPT WHERE SPECIFICALLY NOTED, THE FINANCIAL INFORMATION CONTAINED HEREIN HAS NOT BEEN AUDITED BY A CERTIFIED PUBLIC ACCOUNTANT AND MAY NOT HAVE BEEN PREPARED IN ACCORDANCE WITH GENERALLY ACCEPTED ACCOUNTING PRINCIPLES ("GAAP").

PLEASE REFER TO Article VIII OF THIS DISCLOSURE STATEMENT, ENTITLED "PLAN-RELATED RISK FACTORS" FOR A DISCUSSION OF CERTAIN FACTORS THAT A CREDITOR VOTING ON THE PLAN SHOULD CONSIDER.

FOR A VOTE ON THE PLAN TO BE COUNTED, THE BALLOT INDICATING ACCEPTANCE OR REJECTION OF THE PLAN MUST BE RECEIVED BY KURTZMAN CARSON CONSULTANTS LLC, THE DEBTORS' CLAIMS, NOTICING, AND SOLICITATION AGENT, NO LATER THAN 4:00 P.M. (PACIFIC), ON DECEMBER 1, 2017. SUCH BALLOTS SHOULD BE CAST IN ACCORDANCE WITH THE SOLICITATION PROCEDURES DESCRIBED IN FURTHER DETAIL IN ARTICLE III OF THIS DISCLOSURE STATEMENT AND IN THE DISCLOSURE STATEMENT ORDER. ANY BALLOT RECEIVED AFTER THE VOTING DEADLINE SHALL NOT BE COUNTED UNLESS OTHERWISE DETERMINED BY THE DEBTORS IN THEIR SOLE AND ABSOLUTE DISCRETION.

THE CONFIRMATION HEARING WILL COMMENCE ON DECEMBER 6, 2017 AT 10:00 A.M. (EASTERN), BEFORE THE HONORABLE KEVIN J. CAREY, UNITED STATES BANKRUPTCY JUDGE, IN THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE, 824 NORTH MARKET STREET, WILMINGTON, DELAWARE 19801. THE DEBTORS MAY CONTINUE THE CONFIRMATION HEARING FROM TIME TO TIME WITHOUT FURTHER NOTICE OTHER THAN AN ADJOURNMENT ANNOUNCED IN OPEN COURT OR A NOTICE OF ADJOURNMENT FILED WITH THE BANKRUPTCY COURT AND SERVED ON THE MASTER SERVICE LIST AND THE ENTITIES WHO HAVE FILED AN OBJECTION TO THE PLAN. THE BANKRUPTCY COURT, IN ITS DISCRETION AND BEFORE THE CONFIRMATION HEARING, MAY PUT IN PLACE ADDITIONAL PROCEDURES GOVERNING THE CONFIRMATION HEARING. THE PLAN MAY BE MODIFIED, IF NECESSARY, PRIOR TO, DURING, OR AS A RESULT OF THE CONFIRMATION HEARING, WITHOUT FURTHER NOTICE TO PARTIES IN INTEREST.

THE PLAN OBJECTION DEADLINE IS DECEMBER 1, 2017 AT 4:00 P.M. (EASTERN). ALL PLAN OBJECTIONS MUST BE FILED WITH THE BANKRUPTCY COURT AND SERVED ON THE DEBTORS AND CERTAIN OTHER PARTIES IN INTEREST IN ACCORDANCE WITH THE DISCLOSURE STATEMENT ORDER SO THAT THEY ARE RECEIVED ON OR BEFORE THE PLAN OBJECTION DEADLINE.

THE PLAN, THIS DISCLOSURE STATEMENT, THE PLAN SUPPLEMENT AND EXHIBITS, ONCE FILED, AND OTHER DOCUMENTS AND MATERIALS RELATED THERETO MAY BE OBTAINED BY: (I) ACCESSING THE DEBTORS' RESTRUCTURING WEBSITE AT HTTP://WWW.KCCLLC.NET/RYCKMAN, (II) EMAILING RYCKMANINFO@KCCLLC.COM, (III) CALLING THE DEBTORS' RESTRUCTURING HOTLINE AT (877) 634-7178, WITHIN THE UNITED STATES OR CANADA, OR (424) 236-7224, OUTSIDE OF THE UNITED STATES OR CANADA, OR (IV) ACCESSING THE COURT'S WEBSITE AT HTTP://WWW.DEB.USCOURTS.GOV. COPIES OF SUCH DOCUMENTS AND MATERIALS MAY ALSO BE EXAMINED BETWEEN THE HOURS OF 8:00 AM AND 4:00 PM, MONDAY THROUGH FRIDAY, EXCLUDING FEDERAL HOLIDAYS, AT THE OFFICE OF THE CLERK OF THE COURT, 824 NORTH MARKET STREET, 3RD FLOOR, WILMINGTON, DELAWARE 19801.

EXECUTIVE SUMMARY

On February 2, 2016 (the "Petition Date"), Ryckman Creek Resources, LLC ("Ryckman") and certain of its affiliates, the debtors and debtors in possession in the above-captioned cases (collectively, the "Debtors" or the "Company") each commenced a case in the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court" or the "Court") under chapter 11 of the Bankruptcy Code (the "Chapter 11 Cases"). As described further below, since the Petition Date, the Debtors have continued to operate their business and manage their properties as debtors and debtors in possession under sections 1107(a) and 1108 of title 11 of the United States Code (the "Bankruptcy Code").

On August 2, 2016, the Debtors filed the Second Amended Joint Chapter 11 Plan of Reorganization of Ryckman Creek Resources, LLC and its Affiliated Debtors and Debtors in Possession [Docket No. 529] (as modified, amended, or supplemented from time to time, the "Original Plan") and the Third Amended Disclosure Statement With Respect to the Second Amended Joint Chapter 11 Plan of Reorganization of Ryckman Creek Resources, LLC and its Affiliated Debtors and Debtors in Possession [Docket No. 530] (the "Original Disclosure Statement"). On August 5, 2016, this Court entered an order approving the adequacy of the Original Disclosure Statement [Docket No. 547], and the Debtors solicited votes on the Original Plan.

Due to certain outstanding issues that needed resolved prior to confirmation, including ongoing litigation with certain purported lienholders and resolution of disputes with certain key customers, the Debtors did not seek confirmation of the Original Plan. Rather, the Debtors have worked diligently over the course of the Chapter 11 Cases to resolve all of the remaining issues. After discussions with the Debtors' prepetition and postpetition secured lenders, the Debtors, with the support of their lenders, decided to commence a marketing process for the sale of all or substantially all of the common equity in the Reorganized Debtors, while at the same time pursuing a reorganization strategy funded by the lenders.

Accordingly, on May 25, 2017, the Debtors filed the Third Amended Joint Chapter 11 Plan of Reorganization of Ryckman Creek Resources, LLC and its Affiliated Debtors and Debtors-in-Possession [Docket No. 1027] (the "Third Amended Plan") and the Fourth Amended Disclosure Statement With Respect to the Third Amended Joint Chapter 11 Plan of Reorganization of Ryckman Creek Resources, LLC and its Affiliated Debtors and Debtors-in-Possession [Docket No. 1028] (the "Fourth Amended Disclosure Statement"). The Third Amended Plan contemplated a restructuring through two alternatives: (i) a sale of all of the common equity of the Reorganized Debtors to the winning bidder in accordance with the Bidding Procedures (as defined below); or (ii) a standalone reorganization contemplating, among other things, certain exit lenders to fund a portion of the exit facility, and a rights offering to fund the remaining portion. During the course of the sale process, the contemplated exit lenders indicated an unwillingness to go forward with the rights offering.

Since filing the Third Amended Plan and the Fourth Amended Disclosure Statement, the Debtors completed a sale process pursuant to a bidding procedures order [Docket No. 1041] (the "Bidding Procedures Order"), which, among other things, approved certain bidding procedures (the "Bidding Procedures") and scheduled the bid deadline (the "Bid Deadline") and the auction

(the "Auction"). The Bid Deadline and Auction were extended pursuant to notices filed on June 22, 2017 [Docket No. 1078], July 17, 2017 [Docket No. 1118], August 21, 2017 [Docket No. 1156], September 11, 2017 [Docket No. 1187], and September 18, 2017 [Docket No. 1197]. On September 28, 2017, the Debtors filed a notice further extending the Bid Deadline and Auction to October 11, 2017, and October 13, 2017, respectively [Docket No. 1213]. The Debtors received two bids on the Bid Deadline. Given the nature of the bids, the Debtors decided to cancel the auction [Docket No. 1225], and engage in discussions with the bidders individually.

Based on this process, the Debtors determined that the proposal of 31 Midstream LLC ("31 Midstream" or the "Plan Sponsor") provided the best solution for the Debtors' successful reorganization. While the Debtors are disappointed with the results of the sale process and the 31 Midstream bid, it remains the most viable option for the Debtors' reorganization and continuation of the business as a going-concern, to the benefit of the Debtors' estates and creditors. Accordingly, on November 3, 2017, the Debtors filed the Fourth Amended Joint Chapter 11 Plan of Reorganization of Ryckman Creek Resources, LLC and its Affiliated Debtors and Debtors-in-Possession [Docket No. 1246] (the "Fourth Amended Plan"). Since filing the Fourth Amended Plan, the Debtors have engaged in ongoing discussions with stakeholders to resolve outstanding issues, and hereby submit their modified proposal for reorganization in the Modified Fourth Amended Joint Chapter 11 Plan of Reorganization of Ryckman Creek Resources, LLC and its Affiliated Debtors and Debtors-in-Possession, a copy of which is attached hereto as Exhibit A (as amended, supplemented, or modified from time to time, the "Plan").[2]

The Debtors' restructuring and ultimately their exit from chapter 11 will be implemented through the Plan, which is predicated on purchase of the Plan Sponsor of 80% of the new common units (the "New Common Units") in Reorganized Ryckman, pursuant to the terms of a plan sponsor agreement (the "Plan Sponsor Agreement"), in exchange for (a) $500,000 in Cash to the Estates on the Effective Date (the "Up-Front Cash Consideration"); (b) additional Cash consideration of $1 million, paid in four equal installments on each of the first four monthly anniversaries of the Effective Date (the "Deferred Cash Payments"); and (c) a note in the aggregate face amount of $14.5 million, which shall bear interest at a rate of three percent per annum (the "Plan Sponsor Note" and together with the Up-Front Cash Consideration and the Deferred Cash Payments, the "Plan Sponsor Cash Consideration"), with the remaining 20% of the New Common Units to be issued to a trust (the "Liquidating Trust") to distribute among certain Holders of Claims. The Plan Sponsor has also agreed to fund Reorganized Ryckman's working capital and capital expenditures in an amount of (a) $5 million between the Effective Date and the first anniversary thereof and (b)(i) an incremental $5 million, or (ii) such lesser amount as is sufficient to achieve 12 Bcf of capacity at the Ryckman Creek Facility, between the first and second anniversaries of the Effective Date (the "Plan Sponsor Working Capital

[2] All capitalized terms not otherwise defined shall have the meanings ascribed to them in the Plan.

Commitment," and together with the Plan Sponsor Cash Consideration, the "Plan Sponsor Consideration").[3]

This Disclosure Statement contains, among other things, descriptions and summaries of provisions of the Debtors' proposed Plan, as attached hereto. Certain provisions of the Plan, and thus the description and summaries contained herein, may be the subject of continuing negotiations among the Debtors and various parties. Accordingly, the Debtors reserve the right to modify the Plan consistent with Bankruptcy Code section 1127, Rule 3019 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), and Article XIII of the Plan.

The Plan provides for recoveries to the Debtors' Creditors, as set forth in the Plan, to preserve the value of the Debtors' business as a going concern, and preserve the jobs of employees. The Debtors believe that any alternative to confirmation of the Plan, would like result in liquidation, the loss of jobs by the Debtors' employees, and impaired or no recoveries to Creditors. Moreover, the Debtors believe that the Debtors' Creditors will receive greater and earlier recoveries under the Plan than those that would be achieved in liquidation or under an alternative plan. **For these reasons, the Debtors urge you to return your ballot accepting the Plan.**

Plan Overview and Summary of Distributions

The following summary is a general overview only and is qualified in its entirety by, and should be read in conjunction with, the more detailed discussions, information, and financial statements and notes thereto appearing elsewhere in this Disclosure Statement with respect to the Plan and the Plan itself.

A. Overview of the Plan

In general, the Plan contemplates the reorganization of the Debtors through the Plan Sponsor's purchase of 80% of the New Common Units in exchange for the Plan Sponsor Cash Consideration. The Plan Sponsor's New Common Units will have a preferred return of the higher of (i) 15% annually on its Plan Sponsor Cash Consideration or (ii) distributions equal to 200% of the Plan Sponsor Cash Consideration (the "Plan Sponsor Preferred Return"). The Plan Sponsor will enter into the Plan Sponsor Agreement, in which, among other things, the Plan Sponsor will commit to providing the Plan Sponsor Consideration.

In particular, the Plan provides for the following key terms and mechanics:

- Liquidating Trust Common Units. The remaining 20% of the New Common Units will be issued to the Liquidating Trust (the "Liquidating Trust Common Units"), and after the Plan Sponsor receives the Plan Sponsor Preferred Return, any distributions from Reorganized Ryckman will be made to the Plan Sponsor and the Liquidating

[3] A term sheet outlining the Plan Sponsorship Transaction is attached hereto as Exhibit F. In addition, a schedule of estimated emergence costs to be paid with the Plan Sponsor Cash Consideration, which remains subject to change as invoices are actually received, is attached hereto as Exhibit G.

Trust in the same proportion of their respective fractional shares of the New Common Units. The Liquidating Trust Common Units shall be distributed on the Trust Distribution Date as follows:

- DIP Common Units. Ninety percent of the Liquidating Trust Common Units (the "DIP Common Units") shall be distributed to the Holders of Allowed DIP Facility Claims.

- Class 3 Common Units. Ten percent of the Liquidating Trust Common Units (the "Class 3 Common Units") shall be distributed to Holders of Allowed Unsecured Claims.

- Plan Sponsor Call Right. The Plan Sponsor shall have the right (the "Plan Sponsor Call Right"), pursuant to the Plan Sponsor Agreement, at any time prior to the 36-month anniversary of the Effective Date, to purchase up 75% of the Liquidating Trust Common Units (that is, 15% of the total New Common Units), in aggregate, in increments equal to 25% of the Liquidating Trust Units (that is, 5% of the total New Common Units). The exercise price for each 25% segment of Liquidating Trust Common Units shall be $2.25 million if the Plan Sponsor Call Right is exercised prior to the 12-month anniversary of the Effective Date, $3.25 million if Plan Sponsor Call Right is exercised on or after the 12-month anniversary of the Effective Date and prior to the 24-month anniversary of the Effective Date, and $4 million if Plan Sponsor Call Right is exercised on or after the 24-month anniversary of the Effective Date and prior to the 36-month anniversary of the Effective Date.

- Class 1 Claims.

  - Each Holder of a Disputed Class 1 Claim (that is, for the avoidance of doubt, the asserted Statutory Lien Claim of a Purported Lienholder prior to the Priority Determination Date) may elect (the "Class 1 Election"), on its voting ballot, to accept its Pro Rata share (relative to all Holders entitled to make such election, even if less than all such Holders actually make such election) of the first $900,000 in net Cash Proceeds of the Liquidating Trust Common Units (the "Class 1 Settlement Pool") in full and final satisfaction, settlement, release, and discharge of and in exchange for its asserted Statutory Lien Claim; provided, however, that such Holder's Class 1 Election is deemed null and void because no Cash proceeds comprising the Class 1 Settlement Pool are received by the Liquidating Trust by the Priority Determination Date.

  - In the event the Holder of an Allowed Class 1 Claim does not make the Class 1 Election, on the Priority Determination Date, the Liquidating Trust shall assume Allowed Class 1 Claims and grant each Holder thereof a Purported Lienholder Replacement Lien, which (a) shall attach to the Liquidating Trust Assets other than the Liquidating Trust Funds with the same validity, force, and effect that the Lien securing such Allowed Class 1 Claim had against the collateral securing such Allowed Class 1 Claim as of the Effective Date, and (b) shall be immediately enforceable by the Holder thereof pursuant to applicable non-

bankruptcy law; provided, however, that neither the Liquidating Trustee nor the Liquidating Trust Beneficiaries shall have any personal liability thereon.

- The Liquidating Trust. On the Effective Date, the Liquidating Trust will be established pursuant to a trust agreement (the "Liquidating Trust Agreement") and Article XII of the Plan to, among other things, hold, administer, and distribute the Liquidating Trust Common Units and payments on the Plan Sponsor Note to the parties entitled to receive such distributions pursuant to the terms of the Plan (the "Liquidating Trust Beneficiaries").

- Cancellation of DIP Credit Agreement and the Prepetition Credit Agreement. On the Effective Date, except to the extent otherwise provided in the Plan, all notes, instruments, certificates, and other documents evidencing or creating any indebtedness or obligation of or ownership in the Debtors, shall be cancelled, including, but not limited to (a) all notes, instruments, certificates, and other documents evidencing the DIP Facility, (b) all notes, instruments, certificates, and other documents evidencing the Prepetition Credit Facility, (c) the Old AAL, (d) the Old Disbursement Agreement, and (e) Interests, and the obligations in any way related thereto (including the foregoing items (a), (b), (c), (d), and (e)).

The Reorganized Debtors' capital structure at emergence will consist of the following:

New Common Units	**Percent Share of New Common Units**
New Common Units	
Plan Sponsor's New Common Units	80%
Liquidating Trust Common Units	20%
DIP Common Units	18%
Class 3 Common Units	2%

Following consummation of the Plan, the Debtors' balance sheet will be deleveraged by more than $393 million.

B. Summary of Treatment of Claims and Interests under the Plan

The Plan contains separate Classes for Holders of Claims and Interests. In accordance with Bankruptcy Code section 1122, set forth below is a designation of Classes of Claims and Interests. A Claim or Interest is placed in a particular Class for the purposes of voting on the Plan and receiving distributions pursuant to the Plan only to the extent that such Claim or Interest is an Allowed Claim or an Allowed Interest in that Class and such Claim or Interest has not been paid, released, or otherwise settled prior to the Effective Date. In accordance with Bankruptcy Code section 1123(a)(1), Administrative Claims, DIP Facility Claims, Professional Claims, and Priority Tax Claims have not been classified. The treatment of all such unclassified claims is set forth in Article II of the Plan.

The table below summarizes the classification and treatment of Claims and Interests under the Plan. These summaries are qualified in their entirety by reference to the provisions of the Plan. For a more detailed description of the terms and provisions of the Plan, see Article VI

below. The tables below also set forth the estimated percentage recovery for Holders of Claims and Interests in each Class, and the Debtors' estimates of the amount of Claims that will ultimately become Allowed in each Class based upon (i) review by the Debtors of their books and records, (ii) all Claims scheduled by the Debtors, and (iii) consideration of the provisions of the Plan that affect the allowance of certain Claims. The aggregate Claim amounts in each Class and the estimated percentage recoveries in the table below are set forth for the Debtors on a consolidated basis.[4]

Class Description	Proposed Treatment
Unclassified Claims	
Administrative Claims **Estimated Recovery: 100%** **Estimated Amount: $7.1 million**	Administrative Claims consist of the Administrative Claims of each of the Debtors. (a) Except to the extent that the Debtors or the Reorganized Debtors, as applicable, and a Holder of an Allowed Administrative Claim agree to a less favorable treatment, and subject to the provisions of Article IX hereof, a Holder of an Allowed Administrative Claim (other than a DIP Facility Claim, which shall be subject to Article 2.2 of the Plan, or a Professional Claim, which shall be subject to Article 2.3 of the Plan) shall receive, in full satisfaction, settlement, release, and discharge of, and in exchange for, such Administrative Claim, on the Initial Distribution Date and each Periodic Distribution Date its Pro Rata share, relative to all Cash-Settled Claims, of the Available Cash as of such date, the cumulative amount of which Cash payments shall equal the unpaid portion of such Allowed Administrative Claim. (b) Other than Holders of (i) Professional Claims, (ii) Administrative Claims Allowed by an order of the Bankruptcy Court on or before the Effective Date, or (iii) Ordinary Course Administrative Claims that are not Disputed, no distribution shall be made on account of any Administrative Claim unless the Holder thereof shall have filed an Administrative Claim Request Form

[4] Estimates herein assume a December 8, 2017 Effective Date. Although the Debtors believe that the estimated recoveries are reasonable, there is no assurance that the actual amounts of Allowed Claims in each Class will not materially exceed the estimated aggregate amounts shown in the table below. The actual recoveries under the Plan will depend upon a variety of factors, including: (i) the reconciliation of asserted claims; (ii) cure amounts; (iii) whether, and in what amount and with what priority, contingent Claims against the Debtors become non-contingent and fixed; (iv) whether, and to what extent, Disputed Claims are resolved in favor of the Debtors, and (v) any and all other factors set forth in Article VIII "Plan-Related Risk Factors." Accordingly, no representation can be or is being made with respect to whether each estimated recovery amount shown in the table above will be realized.

Class Description	Proposed Treatment
	no later than the Administrative Claims Bar Date and such Claim shall have become an Allowed Claim (or, for any Section 503(b)(9) Claim, the Holder of such Section 503(b)(9) Claim shall have filed a Proof of Claim no later than the applicable Bar Date and such Claim shall have become an Allowed Claim). Except as otherwise provided herein and as set forth in Articles 2.2 or 2.3 of the Plan, all requests for payment of an Administrative Claim must be filed, in substantially the form of the Administrative Claim Request Form contained in the Plan Supplement, with the Claims, Noticing, and Solicitation Agent and served on counsel for the Debtors or the Reorganized Debtors, as applicable, no later than the Administrative Claims Bar Date. Any request for payment of an Administrative Claim pursuant to Article 2.1 of the Plan that is not timely filed and served shall be Disallowed automatically without the need for any objection from the Reorganized Debtors. The Reorganized Debtors may settle an Administrative Claim without further Bankruptcy Court approval, and the Claims, Noticing, and Solicitation Agent shall be able to rely on the Reorganized Debtors representation of such settlement to adjust the claims register accordingly without further Bankruptcy Court approval. In the event that the Reorganized Debtors object to an Administrative Claim and there is no settlement, the Bankruptcy Court shall determine the Allowed amount of such Administrative Claim.

Class Description	Proposed Treatment
DIP Facility Claims **Estimated Recovery: 0-100%** **Estimated Amount: $54 million plus accrued fees**	DIP Facility Claims consist of Claims arising under, derived from, based upon, or as a result of the DIP Facility. (a) First-Out DIP Facility Claims. In full and final satisfaction, settlement, release, and discharge of and in exchange for each and every First-Out DIP Facility Claim, each Holder of a First-Out DIP Facility Claim shall receive (i) on the Initial Distribution Date and/or any Periodic Distribution Date, any Cash returned to the Debtors or the Reorganized Debtors from the Utility Deposit; (ii) on the Initial Distribution Date and each Periodic Distribution Date, Cash payments in accordance with Article 9.2 of the Plan. (b) Other DIP Facility Claims. In full and final satisfaction, settlement, release, and discharge of and in exchange for each and every Other DIP Facility Claim, each Holder of an Other DIP Facility Claim shall receive (i) on the Trust Distribution Date, its Pro Rata share of the DIP Common Units and (ii) on the first Periodic Distribution Date occurring after all Cash-Settled Claims have been paid in full in Cash, the Plan Sponsor Excess Consideration.
Priority Tax Claims **Estimated Recovery: 100%** **Estimated Amount: Undetermined**[5]	Priority Tax Claims consist of Priority Tax Claims. General Provisions for the Treatment of Priority Tax Claims. On the later of (i) the Initial Distribution Date or (ii) the first Periodic Distribution Date occurring after the later of (A) 30 days after the date when a Priority Tax Claim becomes an Allowed Priority Tax Claim or (B) 30 days after the date when a Priority Tax Claim becomes payable pursuant to any agreement between the Debtors (or the Liquidating Trust) and the Holder of such Priority Tax Claim, except to the extent that the Debtors (or the Liquidating Trust) and a Holder of an Allowed Priority Tax Claim agree to a less favorable treatment, each Holder of an Allowed Priority Tax Claim due and payable on or before the Effective

[5] Uinta County (as defined herein) has asserted that it is entitled to a senior secured claim on the Debtors' property for all unpaid taxes, rather than a Priority Tax Claim. The Debtors contest this assertion and reserve all rights to challenge such a claim. The Debtors further reserve the right to challenge the amount of their 2015 tax liabilities on any ground available under state law or under the Bankruptcy Code.

Class Description	Proposed Treatment
	Date shall receive one of the following treatments on account of such Claim: (1) Cash in an amount equal to the amount of such Allowed Priority Tax Claim, (2) Cash in an amount agreed to by the Debtors (or the Liquidating Trust) and such Holder, provided, however, that such parties may further agree for the payment of such Allowed Priority Tax Claim to occur at a later date, or (3) at the sole option of the Liquidating Trust, Cash in the aggregate amount of such Allowed Priority Tax Claim payable in installment payments over a period of not more than five years after the Petition Date pursuant to Bankruptcy Code section 1129(a)(9)(C). To the extent any Allowed Priority Tax Claim is not due and owing on the Effective Date, such Claim shall be paid in full in Cash in accordance with the terms of any agreement between the Debtors and the Holder of such Claim, or as may be due and payable under applicable non-bankruptcy law or in the ordinary course of business. Special provisions relating to Uinta County and Uinta County Tax Claims are set forth in detail in Article 2.4(b) of the Plan.

Class Description	Proposed Treatment
Classified Claims	
Class 1: Statutory Lien Claims **Estimated Recovery: Undetermined** **Estimated Amount: Undetermined**	Class 1 consists of all Statutory Lien Claims. (a) Each Holder of a Disputed Class 1 Claim (that is, for the avoidance of doubt, the asserted Statutory Lien Claim of a Purported Lienholder prior to the Priority Determination Date) that validly exercises its Class 1 Election on its voting ballot shall receive its Pro Rata share of the Class 1 Settlement Pool (relative to all Holders entitled to make such election, even if less than all such Holders actually make such election), unless, for the avoidance of doubt, such Holder's Class 1 Election is deemed null and void pursuant to the proviso set forth in Article 1.26 of the Plan. (b) Except as otherwise provided in and subject to Article 9.5 of the Plan, and except to the extent that a Holder of an Allowed Class 1 Claim (i) has validly exercised its Class 1 Election on its voting ballot (and such election has not been deemed null and void pursuant to the proviso set forth in Article 1.26 of the Plan) or (ii) agrees to a less favorable treatment, in full and final satisfaction, settlement, release, and discharge of and in exchange for each and every Allowed Class 1 Claim, the Liquidating Trust shall, on the Priority Determination Date, assume such Allowed Class 1 Claim and grant each Holder thereof a Purported Lienholder Replacement Lien, which (A) shall attach to the Liquidating Trust Assets other than the Liquidating Trust Funds with the same validity, force, and effect that the Lien securing such Allowed Class 1 Claim had against the collateral securing such Allowed Class 1 Claim as of the Effective Date and (B) shall be immediately enforceable by the Holder thereof pursuant to applicable non-bankruptcy law; provided, however, that neither the Liquidating Trustee nor the Liquidating Trust Beneficiaries shall have any personal liability thereon. For the avoidance of doubt, on the Effective Date, all Liens and security interests asserted by the Purported Lienholders shall be deemed discharged, cancelled, and released and shall be of no further force and effect.
Class 2: Other Priority Claims **Estimated Recovery: 100%**	Class 2 consists of the Other Priority Claims. Except as otherwise provided in and subject to Article

Class Description	Proposed Treatment
Estimated Amount: $0	9.5 of the Plan, and except to the extent that a Holder of an Allowed Class 2 Claim agrees to a less favorable treatment, in full and final satisfaction, settlement, release, and discharge of and in exchange for each and every Allowed Class 2 Claim, each Holder of an Allowed Class 2 Claim shall be paid in full in Cash on the first Periodic Distribution Date occurring after the later of (a) the Effective Date and (b) 30 days after the date when a Class 2 Claim becomes an Allowed Claim; provided, however, that Other Priority Claims that arise in the ordinary course of the Debtors' business and which are not due and payable on or before the Effective Date shall be paid in the ordinary course of business.
Class 3: Unsecured Claims **Estimated Recovery: 0-100%** **Estimated Amount: $402 million**	Class 3 consists of all Unsecured Claims, including all Prepetition Credit Agreement Claims and all General Unsecured Claims. Except to the extent that a Holder of an Allowed Class 3 Claim agrees to a less favorable treatment, in full and final satisfaction, settlement, release, and discharge of and in exchange for each and every Allowed Class 3 Claim, each Holder of an Allowed Class 3 Claim shall receive on the Trust Distribution Date on account of such Class 3 Claim its Pro Rata share of the Class 3 Common Units.
Class 4: Intercompany Claims **Estimated Recovery: 0%** **Estimated Amount: $0 million**	Class 4 consists of all Intercompany Claims. On the Effective Date, all net Class 4 Claims (taking into account any setoffs of Intercompany Claims) shall be released, waived, and discharged without payment or distribution.
Class 5: Subordinated Claims **Estimated Recovery: 0%** **Estimated Amount: $0**	Class 5 consists of all Subordinated Claims. Holders of Class 5 Claims shall not receive any distributions on account of such Class 5 Claims, and on the Effective Date all Class 5 Claims shall be released, waived, and discharged.
Class 6: Interests **Estimated Recovery: 0%** **Estimated Amount: $0**	Class 6 consists of all Interests. On the Effective Date, Class 6 Interests shall be deemed automatically cancelled, released, and extinguished without further action by the Debtors or the Reorganized Debtors and the obligations of the Debtors and the Reorganized Debtors thereunder shall be

Class Description	Proposed Treatment
	discharged and the Holders of Class 6 Interests shall not receive or retain any property or interests on account of such Class 6 Interest.

THE DEBTORS BELIEVE THAT THE PLAN PROVIDES THE BEST RECOVERIES POSSIBLE FOR THE HOLDERS OF CLAIMS. THE DEBTORS STRONGLY RECOMMEND THAT YOU VOTE TO ACCEPT THE PLAN.

A VOTE TO ACCEPT THE PLAN OR A DECISION TO ABSTAIN FROM VOTING ON THE PLAN CONSTITUTES YOUR CONSENT TO THE RELEASE SET FORTH IN ARTICLE X OF THE PLAN OF THE PARTIES SPECIFIED IN ARTICLE X OF THE PLAN.

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ARTICLE I.

INTRODUCTION

The Company was formed on September 8, 2009 to engage in the acquisition, development, marketing, and operation of an underground natural gas storage facility (the "Ryckman Creek Facility"). The Ryckman Creek Facility is a depleted crude oil and natural gas reservoir located approximately 25 miles southwest of the Opal Hub in Uinta County, Wyoming.[6] The Company began developing the reservoir into a natural gas storage facility in 2011. The Ryckman Creek Facility is permitted for 53 billion cubic feet (Bcf) of total storage capacity, of which they are currently utilizing approximately 50% of this storage capacity.

On February 2, 2016 the Debtors filed voluntary petitions for relief under the Bankruptcy Code and commenced the Chapter 11 Cases. The Debtors' cases are pending in the Bankruptcy Court and are jointly administered under Case No. 16-10292 (KJC). No trustee has been appointed in the Chapter 11 Cases. On February 12, 2016, the Office of the United States Trustee for the District of Delaware (the "United States Trustee") appointed an official committee of unsecured Creditors (the "Creditors' Committee") under Bankruptcy Code section 1102.

The Debtors' proposal for the reorganization of their business is set forth in the Plan, a copy of which is attached hereto as Exhibit A.

This Disclosure Statement sets forth certain information regarding the Debtors' prepetition operations and financial history, their reasons for seeking protection under chapter 11, and significant events that have occurred during the Chapter 11 Cases. This Disclosure Statement also describes certain terms and provisions of the Plan, certain effects of confirmation of the Plan, certain risk factors associated with the Plan, and the manner in which distributions will be made under the Plan. In addition, this Disclosure Statement discusses the requirements for confirmation of the Plan and the voting procedures that Holders of Claims entitled to vote on the Plan must follow for their votes to be counted. All capitalized terms used and not otherwise defined in this Disclosure Statement shall have the meanings ascribed to such terms in the Plan.

FOR A DESCRIPTION OF THE PLAN AND THE VARIOUS RISKS AND OTHER FACTORS PERTAINING TO THE PLAN AS IT RELATES TO HOLDERS OF CLAIMS AND INTERESTS, PLEASE SEE ARTICLES VI AND VIII HEREIN.

THIS DISCLOSURE STATEMENT CONTAINS SUMMARIES OF CERTAIN PROVISIONS OF THE PLAN, CERTAIN STATUTORY PROVISIONS, CERTAIN DOCUMENTS RELATED TO THE PLAN, CERTAIN EVENTS IN THE CHAPTER 11 CASES, AND CERTAIN FINANCIAL INFORMATION. TO THE EXTENT ANY PORTION OF THIS DISCLOSURE STATEMENT CONFLICTS WITH THE PLAN, THE PLAN SHALL GOVERN. ALTHOUGH THE DEBTORS BELIEVE THAT THE SUMMARIES CONTAINED HEREIN ARE FAIR AND ACCURATE, SUCH SUMMARIES ARE

[6] The Ryckman Creek Facility includes the former Canyon Creek Compression Facility purchased by the Debtors from Kinder Morgan.

QUALIFIED TO THE EXTENT THAT THEY DO NOT SET FORTH THE ENTIRE TEXT OF THE DOCUMENTS OR STATUTORY PROVISIONS THEY ARE SUMMARIZING. THE DEBTORS' MANAGEMENT HAS PROVIDED THE FACTUAL INFORMATION CONTAINED IN THIS DISCLOSURE STATEMENT, EXCEPT WHERE OTHERWISE SPECIFICALLY NOTED. THE DEBTORS DO NOT WARRANT OR REPRESENT THAT THE INFORMATION CONTAINED HEREIN, INCLUDING FINANCIAL INFORMATION, IS WITHOUT ANY MATERIAL INACCURACY OR OMISSION.

ARTICLE II.

OVERVIEW OF THE PLAN

A. Summary of the Plan

The Plan contemplates the reorganization of the Debtors the Plan Sponsor of the Plan Sponsor's purchase of 80% of the New Common Units in exchange for the Plan Sponsor Cash Consideration. The New Common Units will have a preferred return of the higher of (i) 15% annually on its Plan Sponsor Cash Consideration or (ii) distributions equal to 200% of the Plan Sponsor Cash Consideration (the "Plan Sponsor Preferred Return"). The Plan Sponsor will enter into the Plan Sponsor Agreement, in which, among other things, the Plan Sponsor will commit to providing the Plan Sponsor Consideration.

In particular, the Plan provides for the following key terms and mechanics:

- Liquidating Trust Common Units. The remaining 20% of the New Common Units will be issued to the Liquidating Trust, and after the Plan Sponsor receives the Plan Sponsor Preferred Return, any distributions from Reorganized Ryckman will be made to the Plan Sponsor and the Liquidating Trust in the same proportion of their respective fractional shares of the New Common Units. The Liquidating Trust Common Units shall be distributed on the Trust Distribution Date as follows:
    - DIP Common Units. Ninety percent of the Liquidating Trust Common Units shall be distributed to the Holders of Allowed DIP Facility Claims.
    - Class 3 Common Units. Ten percent of the Liquidating Trust Common Units shall be distributed to Holders of Allowed Unsecured Claims.
- Plan Sponsor Call Right. The Plan Sponsor shall have the right, pursuant to the Plan Sponsor Agreement, at any time prior to the 36-month anniversary of the Effective Date, to purchase up 75% of the Liquidating Trust Common Units (that is, 15% of the total New Common Units), in aggregate, in increments equal to 25% of the Liquidating Trust Units (that is, 5% of the total New Common Units). The exercise price for each 25% segment of Liquidating Trust Common Units shall be $2.25 million if the Plan Sponsor Call Right is exercised prior to the 12-month anniversary of the Effective Date, $3.25 million if Plan Sponsor Call Right is exercised on or after the 12 month anniversary of the Effective Date and prior to the 24-month anniversary of the Effective Date, and $4 million if Plan Sponsor Call Right is exercised on or

after the 24-month anniversary of the Effective Date and prior to the 36-month anniversary of the Effective Date.

- Class 1 Claims.
    - Each Holder of a Disputed Class 1 Claim (that is, for the avoidance of doubt, the asserted Statutory Lien Claim of a Purported Lienholder prior to the Priority Determination Date) that validly exercises its Class 1 Election on its voting ballot will receive its Pro Rata share of the Class 1 Settlement Pool (relative to all Holders entitled to make such election, even if less than all such Holders actually make such election) in full and final satisfaction, settlement, release, and discharge of and in exchange for its asserted Statutory Lien Claim; provided, however, that such Holder's Class 1 Election is deemed null and void because no Cash proceeds comprising the Class 1 Settlement Pool are received by the Liquidating Trust by the Priority Determination Date.
    - In the event the Holder of an Allowed Class 1 Claim does not make the Class 1 Election, on the Priority Determination Date, the Liquidating Trust shall assume Allowed Class 1 Claims and grant each Holder thereof a Purported Lienholder Replacement Lien, which (a) shall attach to the Liquidating Trust Assets other than the Liquidating Trust Funds with the same validity, force, and effect that the Lien securing such Allowed Class 1 Claim had against the collateral securing such Allowed Class 1 Claim as of the Effective Date, and (b) shall be immediately enforceable by the Holder thereof pursuant to applicable non-bankruptcy law; provided, however, that neither the Liquidating Trustee nor the Liquidating Trust Beneficiaries shall have any personal liability thereon.
- The Liquidating Trust. On the Effective Date, the Liquidating Trust will be established pursuant to the Liquidating Trust Agreement and Article XII of the Plan to, among other things, hold, administer, and distribute the Liquidating Trust Common Units and payments on the Plan Sponsor Note to the Liquidating Trust Beneficiaries.
- Cancellation of DIP Credit Agreement and the Prepetition Credit Agreement. On the Effective Date, except to the extent otherwise provided in the Plan, all notes, instruments, certificates, and other documents evidencing or creating any indebtedness or obligation of or ownership in the Debtors, shall be cancelled, including, but not limited to (a) all notes, instruments, certificates, and other documents evidencing the DIP Facility, (b) all notes, instruments, certificates, and other documents evidencing the Prepetition Credit Facility, (c) the Old AAL, (d) the Old Disbursement Agreement, and (e) Interests, and the obligations in any way related thereto (including the foregoing items (a), (b), (c), (d), and (e)).

The Reorganized Debtors' capital structure at emergence will consist of the following:

New Common Units	**Percent Share of New Common Units**
New Common Units	

Plan Sponsor's New Common Units	80%
Liquidating Trust Common Units	20%
DIP Common Units	18%
Class 3 Common Units	2%

Following consummation of the Plan, the Debtors' balance sheet will be deleveraged by more than $393 million.

B. Unclassified Claims

In accordance with Bankruptcy Code section 1123(a)(1), the Plan does not classify Administrative Claims, DIP Facility Claims, and Priority Tax Claims. These Claims are therefore excluded from the Classes of Claims set forth in Article II of the Plan. The projected percentage of recoveries provided below are projected as of October 31, 2017.

Claim	Status	Estimated % Recovery Under the Plan
DIP Facility Claims	Paid in full or otherwise satisfied	0-100%
Administrative Claims	Paid in full or otherwise satisfied	100%
Priority Tax Claims	Paid in full or otherwise satisfied	100%

C. Treatment of Claims and Interests Under the Plan

The table below summarizes the classification, treatment, and estimated percentage recoveries of the Claims and Interests under the Plan. Estimated percentage recoveries have been calculated based upon a number of assumptions. For certain Classes of Claims, the actual percentage recovery is contingent upon a number of factors.

Class	Claim or Interest	Status	Estimated % Recovery Under the Plan
1	Statutory Lien Claims	Impaired	0–100%
2	Other Priority Claims	Unimpaired	100%
3	Unsecured Claims	Impaired	0–100%
4	Intercompany Claims	Impaired	0%
5	Subordinated Claims	Impaired	0%
6	Interests	Impaired	0%

D. Liquidation Analysis

The Debtors have prepared a liquidation analysis, attached hereto as Exhibit C (the "Liquidation Analysis"). The Liquidation Analysis is provided to assist Holders of Claims and Interests in evaluating the Plan. The Liquidation Analysis compares the Creditor recoveries to be realized if the Debtors were to be liquidated in a hypothetical case under chapter 7 of the Bankruptcy Code with the distributions to Holders of Allowed Claims and Interests under the Plan. The analysis is based upon the estimated value of the Debtors' assets and liabilities as of a certain date and incorporates various estimates and assumptions, including a hypothetical

conversion to a chapter 7 liquidation as of a certain date. Moreover, as further described below, the Debtors retained Great American Group Advisory & Valuation Services, L.L.C. ("Great American") to provide valuation services to the Debtors. The Liquidation Analysis is based upon the opinion letter regarding the forced liquidation value of the Debtors' property provided by Great American. The Liquidation Analysis is further subject to potentially material changes including with respect to economic and business conditions and legal rulings. Therefore, the actual liquidation value of the Debtors could vary materially from the estimates provided in the Liquidation Analysis.

The Debtors believe that the Plan provides the same or a greater recovery for Holders of Allowed Claims and Interests as would be achieved in a liquidation under chapter 7 of the Bankruptcy Code because of, among other things, the administrative costs of liquidation and associated delays in connection with a chapter 7 liquidation and the cessation of operations and the failure to realize the greater going-concern value of the Debtors' assets, each of which likely would diminish the value of the Debtors' assets available for distributions.

ARTICLE III.

VOTING PROCEDURES

A. Voting Status of Each Class

Under the Bankruptcy Code, Creditors are entitled to vote if their contractual rights are Impaired by the Plan and they are receiving a distribution under the Plan. Creditors are not entitled to vote if their contractual rights are Unimpaired by the Plan or if they will receive no distribution of property under the Plan. The following table sets forth which Classes of Claims will or will not be entitled to vote on the Plan:

Class	Claim or Interest	Status	Voting Rights
1	Statutory Lien Claims	Impaired	Entitled to Vote
2	Other Priority Claims	Unimpaired	Deemed to Accept
3	Unsecured Claims	Impaired	Entitled to Vote
4	Intercompany Claims	Impaired	Deemed to Reject
5	Subordinated Claims	Impaired	Deemed to Reject
6	Interests	Impaired	Deemed to Reject

If your Claim or Interest is not included in any of the Classes entitled to vote, you are not entitled to vote and you will not receive a solicitation package.

Under the Bankruptcy Code, acceptance of a plan of reorganization by a class of claims is determined by calculating the number and the amount of claims voting to accept, based on the actual total allowed claims voting on the plan. Acceptance by a class requires more than one-half of the number of total allowed claims in the class to vote in favor of the plan and at least two-thirds in dollar amount of the total allowed claims in the class to vote in favor of the plan.

B. Voting Procedures

The Debtors retained Kurtzman Carson Consultants LLC ("KCC" or the "Claims, Noticing, and Solicitation Agent") to, among other things, act as the Debtors' agent in connection with the solicitation of votes to accept or reject the Plan.

The Voting Record Date (as defined in the Disclosure Statement Motion)[7] is November 13, 2017. The Voting Record Date is the date for determining (i) which Holders of Claims are entitled to vote to accept or reject the Plan and receive a solicitation package in accordance with the Solicitation Procedures (as defined in the Disclosure Statement Motion) and (ii) whether Claims have been properly assigned or transferred to an assignee under Bankruptcy Rule 3001(e) such that the assignee can vote as the Holder of a Claim. The Voting Record Date and all of the Debtors' solicitation and voting procedures shall apply to all of the Debtors' Creditors and other parties in interest.

Under the Plan, Holders of Claims in the Voting Classes are entitled to vote to accept or reject the Plan. In order for the Holder of a Claim in the Voting Classes to have such Holder's Ballot (as defined in the Disclosure Statement Motion) counted as a vote to accept or reject the Plan, such Holder's Ballot, must be properly completed, executed, and delivered in accordance with the instructions included in the Ballot by: (i) first class mail; (ii) courier; or (iii) personal delivery to the Claims, Noticing, and Solicitation Agent, so that such Holder's Ballot is **actually received** by the Claims, Noticing, and Solicitation Agent prior to **4:00 p.m. (Pacific) on December 1, 2017** (the "Voting Deadline"). It is important that the Holder of a Claim in the Voting Classes follow the specific instructions provided on such Holder's Ballot and the accompanying instructions.

IF A BALLOT IS RECEIVED AFTER THE VOTING DEADLINE, IT WILL NOT BE COUNTED UNLESS THE DEBTORS DETERMINE OTHERWISE IN THEIR SOLE AND ABSOLUTE DISCRETION.

ANY BALLOT THAT IS PROPERLY EXECUTED BY THE HOLDER OF A CLAIM BUT THAT DOES NOT CLEARLY INDICATE AN ACCEPTANCE OR REJECTION OF THE PLAN OR ANY BALLOT THAT INDICATES BOTH AN ACCEPTANCE AND A REJECTION OF THE PLAN WILL NOT BE COUNTED FOR PURPOSES OF ACCEPTING OR REJECTING THE PLAN.

EACH HOLDER OF A CLAIM MUST VOTE ALL OF ITS CLAIMS WITHIN A PARTICULAR CLASS EITHER TO ACCEPT OR REJECT THE PLAN AND MAY NOT SPLIT SUCH VOTES. BY SIGNING AND RETURNING A BALLOT, EACH HOLDER OF

[7] As used herein, the "Disclosure Statement Motion" refers to the Motion of the Debtors for Entry of an Order Approving (I) Disclosure Statement and Notice of the Disclosure Statement Hearing, (II) Hearing Date to Consider Confirmation of the Plan and Procedures for Filing Objections Thereto, (III) Certain Deadlines Related to Solicitation and Confirmation, (IV) Solicitation Procedures for Confirmation of the Plan, (V) Voting and General Tabulation Procedures, and (VI) Rights Offering Procedures and Related Forms [Docket No. 1062], as modified, amended, and supplemented [Docket No. 1248].

A CLAIM WILL CERTIFY TO THE BANKRUPTCY COURT AND THE DEBTORS THAT NO OTHER BALLOTS WITH RESPECT TO SUCH CLAIM HAVE BEEN CAST.

IT IS IMPORTANT TO FOLLOW THE SPECIFIC INSTRUCTIONS PROVIDED ON EACH BALLOT, AS APPROPRIATE, WHEN SUBMITTING A VOTE.

IF YOU ARE A HOLDER OF A CLAIM ENTITLED TO VOTE ON THE PLAN AND YOU DID NOT RECEIVE A BALLOT, YOU RECEIVED A DAMAGED BALLOT, OR YOU LOST YOUR BALLOT, OR IF YOU HAVE ANY QUESTIONS CONCERNING THIS DISCLOSURE STATEMENT, THE PLAN, OR PROCEDURES FOR VOTING ON THE PLAN, PLEASE CONTACT THE CLAIMS, NOTICING, AND SOLICITATION AGENT, KCC, AT (877) 634-7178, WITHIN THE UNITED STATES OR CANADA, OR (424) 236-7224, OUTSIDE OF THE UNITED STATES OR CANADA, OR AT RYCKMANINFO@KCCLLC.COM.

ARTICLE IV.

GENERAL INFORMATION

A. Overview of the Company's Business

Ryckman was formed in 2009 and operates as a Delaware limited liability company headquartered in Houston, Texas. The Debtors engage in the development, marketing, and operation of the Ryckman Creek Facility. The Ryckman Creek Facility is a depleted crude oil and natural gas reservoir located approximately 25 miles southwest of the Opal Hub in Uinta County, Wyoming. The Company began developing the reservoir into a natural gas storage facility in 2011. The Ryckman Creek Facility is permitted for 53 billion cubic feet (Bcf) of total storage capacity, of which they are currently utilizing approximately 50% of this storage capacity.

The Ryckman Creek Facility interconnects with five major interstate gas pipelines – the Questar, Ruby, Kern River, Northwest, and Overthrust – and is the only available gas storage facility on two of the pipelines, the Ruby and Kern River. In addition, the Debtors have the ability to act as a receipt and delivery point for four additional major pipelines – Cheyenne Plains, Colorado Interstate Gas, Wyoming Interstate Company, and Rocky Mountain Express. The Ryckman Creek Facility's favorable location and direct connections to key pipelines provides multiple outlets for gas and enhanced optionality to the Debtors' customers. In particular, it allows for distribution to several key consumer markets, including California, Nevada, the northern Rockies, the Pacific Northwest, and the Midwest.

The Ryckman Creek Facility is repurposed from a partially depleted oil and gas reservoir, which offers several advantages: the underground formation is geologically capable of holding natural gas, and the extraction and distribution equipment previously used in the extraction of oil or gas may be used as part of the storage facility's operations.

The Debtors' business comprises two primary components: storage of customer natural gas and production of liquid hydrocarbons residing in the reservoir.

1. Natural Gas Storage

Once produced and transported, natural gas is not always immediately needed, due in part to seasonal fluctuations in demand. Storage of natural gas ensures that excess supply can be stored when demand is lower – generally in the summer months – and is available when demand is higher – generally in the winter months. The storage of natural gas also serves as insurance against any unforeseen events, such as accidents or natural disasters, that may affect the production or delivery of natural gas. In addition, natural gas storage facilities provide commercial and economic benefits to users of such storage, as gas can be stored when prices are low and can be withdrawn and sold when prices are high. Accordingly, the Company has entered into and will continue to enter into, various contracts with customers – primarily exploration and production companies, natural gas utility operators, and various financial institutions engaged in commodities trading. Under these contracts, customers may inject natural gas in the Ryckman Creek Facility when supply exceeds their needs or when customers otherwise wish to maintain a reserve of natural gas and withdraw such gas on demand or as otherwise specified in the contract. Natural gas storage is the Company's largest business segment, currently representing nearly all of the Debtors' projected storage volumes and revenues.

2. Liquid Hydrocarbon Production

In addition to storage of natural gas, a small part of the Company's business involves the production of liquid hydrocarbons from the depleted reservoir.

B. Prepetition Corporate and Capital Structure

1. Corporate Structure

The Debtors in the Chapter 11 Cases are Ryckman, Ryckman Creek Resources Holding Company LLC ("Holdings"), Peregrine Rocky Mountains LLC ("Rocky Mountains"), and Peregrine Midstream Partners LLC ("Peregrine Midstream"). Ryckman, a Delaware limited liability company, owns the Ryckman Creek Facility. Holdings, also a Delaware limited liability company, is the holding company for Ryckman and owns 90,000 Class A units of Ryckman. Bear River Acquisition Company Inc. ("Bear River") owns 10,000 Class A units of Ryckman as well as approximately 31,879 Preferred Units (defined below) of Ryckman. Ryckman also issued 10,000 Class B units, which are held by various individuals and entities associated with Nielson Energy Group, LLC (the "Nielson Equity Holders"). Entities in the ownership structure above Holdings are, respectively, Rocky Mountains, Peregrine Midstream, and Bear River.

The Debtors have approximately 36 employees, all but one of whom are employed by Ryckman.

2. Capital Structure

Upon its formation, and for much of the construction phase of the project, the Company's capital structure was fairly straightforward, consisting of $120,000,000 in term-loan debt, a

$40,000,000 revolving credit facility, and equity.[8] This capital structure was anticipated to be sufficient to bring the project, into operation. However, various construction setbacks and other issues, as described in more detail below, required the Debtors to abandon the original construction and start a new project to rebuild the Ryckman Creek Facility. The new project required significant additional funding. Initially, in May of 2014, Bear River provided an additional $30,000,000 advance loan as subordinated debt. When this proved insufficient, Ryckman worked with its existing lenders and equity sponsor to obtain additional liquidity. The layered capital structure described below is the result of this additional funding.

As of the Petition Date, Ryckman had approximately $333,000,000 of funded debt consisting of the following principal amounts plus accrued interest:[9]

- Tranche A Completion Loans: $55,000,000 in principal amount of tranche A debt, which is subdivided into two tranches:
  - the Initial Tranche A Completion Loans in the principal amount of $50,000,000, and
  - the Secondary Tranche A Completion Loans in the principal amount of $5,000,000;

- Tranche B Completion Loans: $95,000,000 in principal amount of tranche B debt, which is subdivided into three tranches:
  - the Initial Tranche B Completion Loans in the principal amount of $55,000,000,
  - the Secondary Tranche B Completion Loans in the principal amount of $15,000,000, and
  - the Tertiary Tranche B Completion Loans (defined below) in the amount of $25,000,000; and

- Term Loans: $160,000,000 in principal amount of term loans.[10]

(a) Prepetition Credit Facility

Ryckman is a borrower under that certain Second Amended and Restated Credit Agreement, dated as of October 31, 2014 (as the same has been amended, supplemented, modified, extended, renewed, restated, and/or replaced at any time prior to the Petition Date, the "Prepetition Credit Agreement"), with ING Capital LLC ("ING"), as administrative agent and as collateral agent for the secured parties, the Bank of New York Mellon ("BONY"), as depository, and the tranche A lenders (the "Tranche A Lenders"), and Bear River, as the tranche B lender

[8] The capital structure also included an incremental facility and an inventory management facility.

[9] Ryckman is the only borrower under the Second Amended and Restated Credit Agreement and the Amended and Restated Credit Agreement.

[10] In addition, there is an approximate $1,200,000 outstanding mark to market and settlement liability related to the Ryckman's interest rate swaps with two Prepetition Lenders (as defined herein).

(the "Tranche B Lender" and together with the Tranche A Lenders, the "Completion Loan Lenders").

The prepetition credit facility is secured by (i) liens on substantially all of the assets of Ryckman, (ii) pledges of the Class A units of Ryckman by Holdings and Bear River, and (iii) pledges of the Class B units of Ryckman by the Nielson Equity Holders.

(b) Tranche A Completion Loan Commitment

Under the Prepetition Credit Agreement, the Tranche A Lenders committed to advance term loans in the aggregate principal amount of $55,000,000 to finance project costs. The first $50,000,000 of the Tranche A Loans (the "Initial Tranche A Completion Loans") and the remaining $5,000,000 in Tranche A Loans (the "Secondary Tranche A Completion Loans" and together with the Initial Tranche A Loans, the "Tranche A Completion Loans") are fully funded. The Tranche A Completion Loans mature on December 31, 2018.

(c) Tranche B Completion Loan Commitment

Bear River initially committed to advance term loans to finance project costs in the aggregate principal amount of $55,000,000 (consisting of $50,000,000 of Initial Tranche B Completion Loans and $5,000,000 of Secondary Tranche B Completion Loans). Subsequently, pursuant to various amendments to the Prepetition Credit Agreement, the Tranche B Lenders increased the Secondary Tranche B Completion Loans by an additional $15,000,000 so that the aggregate Secondary Tranche B Completion Loan commitment was $20,000,000 and the aggregate Tranche B Completion Loan commitment was $70,000,000. Finally, on October 13, 2015, Ryckman, the Completion Loan Lenders, ING, and the Depository entered into the seventh amendment to the Prepetition Credit Agreement (the "Seventh Amendment"). Under the Seventh Amendment, Bear River upsized its commitment by another $25,000,000 to $95,000,000 in the aggregate. The first $55,000,000 of the Tranche B Completion Loans (the "Initial Tranche B Loans"), the next $15,000,000 in Tranche B Completion Loans (the "Secondary Tranche B Loans"), and the final $25,000,000 in Tranche B Completion Loans (the "Tertiary Tranche B Loans" and together with the Initial Tranche B Completion Loans and the Secondary Tranche B Completion Loans, the "Tranche B Completion Loans") are all fully funded. The Tranche B Completion Loans mature on December 31, 2018.

(d) Term Loan Commitment

Upon the Prepetition Credit Agreement was entered into, certain revolving and term loans made under the closing prior Amended and Restated Credit Agreement, dated as of May 15, 2014 (the "Amended and Restated Credit Agreement"), with ING as administrative agent and BONY as depository and the lenders party thereto (the "Term Loan Lenders" and, together with the Completion Loan Lenders, the "Prepetition Lenders"), were refinanced.[11] As a result of the

[11] Under the Prepetition Credit Agreement, certain Inventory Loan Commitments (as defined in the Prepetition Credit Agreement) were terminated and none remain outstanding. In addition, certain Incremental Loan Commitments (as defined in the Second Amended and Restated Credit Agreement) were terminated and the *(cont'd)*

restructuring, as of the Petition Date, term loans in the aggregate principal amount of approximately $160,000,000 (the "Term Loans") remain outstanding.[12] The Term Loans mature on December 31, 2018.

(e) Priority of Payment of Prepetition Credit Facility Obligations

The Prepetition Lenders are party to that certain Agreement Among Lenders, dated as of October 31, 2014 (as amended, restated, or supplemented from time to time, the "Agreement Among Lenders"). In addition, Ryckman, ING, and BONY are party to a certain Second Amended and Restated Disbursement Agreement, dated as of October 31, 2014 (as amended, restated, or supplemented from time to time, the "Disbursement Agreement"). The Agreement Among Lenders and the Disbursement Agreement set forth the priority of payment between and among the Completion Loan Lenders and the Term Loan Lenders. In general, from and after a Cessation Event (as defined in the Disbursement Agreement)[13]:

- The principal and interest on the Tertiary Tranche B Completion Loans and the principal and interest on the Secondary Tranche A Completion Loans (collectively, the "First-Priority Debt") are pari passu with one another and senior in right of payment to the other outstanding indebtedness.

- The principal and interest on the Initial Tranche A Completion Loans, the principal and interest on the Secondary Tranche B Completion Loans, and the principal on the Initial Tranche B Completion Loans are pari passu and next in priority (collectively, the "Second-Priority Debt").

- Finally, the Term Loan principal and interest is pari passu with the interest on the Initial Tranche B Completion Loans and junior to the First-Priority Debt and the Second-Priority Debt (collectively, the "Third-Priority Debt").

(cont'd from previous page)

outstanding Incremental Loans were deemed to have been repaid to ING. Finally, $40,000,000 outstanding under a revolving facility was converted to term loans.

[12] This amount comprises $120,000,000 in term loans outstanding under the Amended and Restated Credit Agreement and $40,000,000 in revolving loans under the Amended and Restated Credit Agreement which were converted to term loans under the Second Amended and Restated Credit Agreement. In addition, approximately $1,200,000 remains outstanding as a liability under certain hedging agreements.

[13] A Cessation Event includes a voluntary or involuntary filing for bankruptcy by Ryckman.

(f) Equity

Under the Prepetition Credit Agreement, all principal and interest under that certain Subordinated Advanced Note and Unit Purchase Agreement, dated as of June 2, 2014, with Bear River, pursuant to which Bear River had advanced $30,000,000 in subordinated debt was exchanged for preferred member interests in Ryckman (the "Preferred Units"). As a result, Bear River holds 34,879.46 Preferred Units in Ryckman. In addition, as set forth above, Holdings holds 90,000 Class A Units, and Bear River holds 10,000 Class A Units of Ryckman. Individual owners of the Nielson Energy group hold all 10,000 of Ryckman's Class B units. Rocky Mountains holds all 750,000 Class A Units of Holdings. Peregrine Midstream wholly owns Rocky Mountains. Bear River is the majority owner of Peregrine Midstream.

C. The Company's Board of Managers

The following persons constitute the boards of managers of the Debtors (the "Board of Managers"):[14]

Peregrine Midstream	
Name	**Position**
Alex Darden	Manager
Andrew Lang	Manager
Geoff Roberts	Manager
Roger Kelley	Manager
Jeffrey H. Foutch	Manager

Ryckman	
Name	**Position**
Andrew Lang	Manager
Roger Kelley	Manager
Jeffrey H. Foutch	Manager

D. Executive Officers and Senior Management of the Debtors

The executive officers and senior management teams of the Debtors consists of highly capable professionals with substantial experience, consisting of the following individuals:[15]

Name	**Position**
Andrew Lang	Chief Executive Officer & President
James Ruth	Executive Vice President & General Counsel

[14] Peregrine Rocky Mountains and Holdings are member-managed.

[15] The executive officers and senior management teams of Ryckman and Peregrine Midstream comprise the same individuals. Peregrine Rocky Mountains and Holdings are member-managed.

Jeffrey H. Foutch	Executive Vice President & Chief Commercial Officer
Thomas B. Osmun	Chief Restructuring Officer
Robert D. Albergotti	Vice President of Restructuring

ARTICLE V.

THE CHAPTER 11 CASES

The following is a general summary of the Chapter 11 Cases, including certain events preceding the Chapter 11 Cases and the Debtors' restructuring initiatives implemented since the Petition Date.

A. Events Leading to the Commencement of the Chapter 11 Cases

1. Construction Issues/NRU Failure

Construction on the Ryckman Creek Facility began in the summer of 2011 (the "Facility Construction Project") under the direction of Company management and a third-party general contractor, Troy Construction, L.L.C. ("Troy"). The Ryckman Creek Facility began commercial operations in late 2012 and began receiving injections of customer gas and gas purchased by the Company. The Facility Construction Project was completed by, at the latest, March 8, 2013.

On April 20, 2013, a failure of the nitrogen removal unit ("NRU"), a key component of the Facility, ignited a fire, causing substantial damage and necessitating the total replacement of the NRU. The NRU fire led to delays in restarting commercial operations and significant incremental costs beyond the original construction costs. The Company spent the subsequent several months cleaning the site and addressing insurance matters resulting from the fire. Starting around August 2013, and beginning in earnest in April 2014, the Company commenced a new project to essentially rebuild the vast majority of the Facility (the "Facility Reconstruction Project").

The Company engaged Alliance Process Partners, LLC d/b/a International Alliance Group ("IAG") to replace Troy as general contractor for the Facility Reconstruction Project, and solicited bids from, and entered into contracts with, entirely new contractors to provide work on the Facility Reconstruction Project. As part of the Facility Reconstruction Project, the Company, among other things, demolished the fire-damaged NRU, obtained and installed a new NRU, and installed other key components of the Facility.[16]

[16] Before the Debtors operated the Ryckman Creek Facility, other companies used nitrogen as the inert gas to pressurize the reservoir to enhance oil recovery operations. As a result, a substantial amount of nitrogen exists in the reservoir that must be removed prior to nominating gas to various pipelines used by the Debtors' customers to transport natural gas.

2. Hydrogen Sulfide Gas

In addition to the fire and damage associated with the NRU failure, in early 2013, Ryckman Creek realized that the reservoir contained levels above those anticipated, of hydrogen sulfide gas ("H2S"), a corrosive gas that, if present in natural gas above certain levels, would render the natural gas unacceptable to owners of downstream pipelines and end users. Therefore, H2S must be removed prior to distribution to the natural gas distribution network. The Company and its engineers designed, developed, and installed an H2S Scavenging System to remove the H2S. Design and implementation of this fix, however, was expensive and led to further cost overruns and delays at the Ryckman Creek Facility.

3. Increased Debt

During the spring of 2014, Ryckman engaged both ING and Bear River in discussions about amending the credit agreement to allow for additional indebtedness to be incurred by Ryckman to fund completion of the Facility Reconstruction Project, including the rebuilt NRU and equipment to address the H2S issues in the reservoir. Consequently, Ryckman, ING, and Bear River entered into an amended and restated credit facility.

During an inspection and audit of the safety and security of the Ryckman Creek Facility in May 2014, it was determined that significant settlement of the soils at the Ryckman Creek Facility had occurred. The Company determined that remediation of the site would cost approximately $50,000,000, and at that time the remaining work to finish the project was estimated at $48,000,000. Therefore, Ryckman once again engaged in discussions with Bear River and ING. During the course of September and October of 2014, Ryckman, Bear River, and ING engaged in extensive negotiations to reach a consensual, out-of-court transaction that culminated in the closing of the Second Amended and Restated Credit Facility, which provided an additional $110,000,000 of funding. Following the original cost estimates from the Debtors' general contractor who replaced Troy, however, it quickly became apparent that the scope of the repairs was significantly underestimated. Consequently, the Tranche B Lender upsized the amount of its commitment first from $55,000,000 to $65,000,000, then to $70,000,000, and finally to $95,000,000 in the aggregate.

4. Troy Arbitration

On August 28, 2013, Troy initiated binding arbitration seeking recovery of contract balances of approximately $31,000,000 allegedly owed by Ryckman under the parties' Cost Reimbursable Plus Fixed Fee Engineering, Procurement and Construction Contract (the "EPC Contract") and Master Services Agreement (the "MSA"). On September 18, 2013, Ryckman filed an answer and counterclaim denying Troy's entitlement to damages and seeking an award of not less than $75,000 in damages. Subsequently, Ryckman filed amended answering statements and counterclaims, increasing the amount of its claim for damages to approximately $44,000,000 for damages allegedly resulting from Troy's allegedly defective performance. On October 26, 2015, the arbitration panel issued its final award, which granted Troy an award of $19,799,129, which remains unpaid.

5. Completion of the Ryckman Creek Facility

Despite these setbacks and the related liquidity issues, the Company was able to complete construction of the Ryckman Creek Facility sufficiently to commence initial storage services contemplated under certain firm storage service precedent agreements in December 2015. Currently, the Ryckman Creek Facility holds approximately 23.1 Bcf of customer gas as well as 3.6 Bcf of gas owned by the Company. As of the Petition Date, all major construction on the NRU was complete, with only minor projects remaining, none of which were anticipated to impact operations.[17]

Unfortunately, despite becoming commercially operational and obtaining the liquidity provided by the additional financing, the cost overruns and delays left the Company with insufficient funds to continue to maintain and operate the facility. Accordingly, the Company explored various options to obtain the necessary liquidity and engaged in negotiations with the Tranche A Lenders and the Tranche B Lender, but ultimately determined that no feasible out-of-court alternative existed.

6. Debtor-in-Possession Financing

Recognizing the Debtors' immediate need for capital and that a chapter 11 filing might be required, the Debtors and their advisors initiated a marketing process to obtain debtor-in-possession financing ("DIP Financing"). In connection therewith, the Debtors' advisors prepared a presentation describing the Debtors' capital structure, asset base, and financing needs. Simultaneously, the Debtors' advisors began identifying potential financing sources, with a focus on institutions with the ability to provide financing on an expedited basis. In total, the Debtors' advisors contacted 25 potential third-party lending sources.

Of the 25 contacted, seven of the third-party institutions accepted the Debtors' invitation to receive due diligence materials and entered into nondisclosure agreements to allow for due diligence and other exchanges of information. The Debtors' advisors held follow-up diligence calls with a number of these institutions. Ultimately, however, despite diligent efforts, the Debtors did not receive any proposals from third-parties. Instead, only ING was willing to provide the Debtors with any postpetition financing, in the form of the $3,000,000 in bridge financing (the "Bridge Facility"). Through the Bridge Facility, ING provided the liquidity to support the Debtors' operational needs for 45 days while further negotiations took place. ING further proposed the terms of additional financing in the aggregate amount of $30,000,000, which the Debtors, and the Prepetition Lenders continued to negotiate postpetition. This proposed structure balanced the Prepetition Lenders' concerns with providing a full $30,000,000 of funding before the Debtors had a clear path to exit while providing the Debtors with liquidity to fund the Chapter 11 Cases during the interim period.

[17] For further discussion of the operation of the Ryckman Creek Facility since the Petition Date, see Article V.I., infra.

B. First-Day Pleadings

Upon commencing the Chapter 11 Cases, the Debtors sought and obtained a number of orders from the Bankruptcy Court to ensure a smooth transition of their operations into chapter 11 and facilitate the administration of the Chapter 11 Cases. Certain of these orders are briefly summarized below.

1. Administrative Motions: Motion for Joint Administration [Docket No. 3], Motion to File Consolidated List of Creditors [Docket No. 4], Motion for Extension of Time to File Schedules and Statements [Docket No. 5], and Application to Retain Claims and Noticing Agent [Docket No. 6]

To facilitate a smooth and efficient administration of the Chapter 11 Cases and to reduce the administrative burden associated therewith, by orders entered on February 3, 2016, the Bankruptcy Court authorized joint administration of the Debtors' cases for procedural purposes only [Docket No. 33] and authorized the Debtors to file a consolidated list of Creditors [Docket No. 34]. The Bankruptcy Court also authorized an extension of time for the Debtors to file their schedules and statements (the "Schedules and Statements"), extending the deadline to April 2, 2016 [Docket No. 35]. The Court further authorized the retention of KCC as claims and noticing agent [Docket No. 36].

2. Motion to Continue Cash Management System [Docket No. 7]

The Bankruptcy Court authorized the Debtors to continue using their cash management systems and their respective bank accounts, business forms, and intercompany transactions by an order entered on February 3, 2016 [Docket No. 39].

3. Motion to Waive Investment and Deposit Requirements [Docket No. 8]

By interim order entered on February 3, 2016 [Docket No. 38], the Bankruptcy Court waived Bankruptcy Code section 345 investment and deposit restrictions so as to allow the Debtors' banks to accept and hold investment funds in accordance with the Debtors' prepetition practices. The Debtors ultimately withdrew the motion to waive investment and deposit requirements upon a determination such relief was unnecessary [Docket No. 112].

4. Motion to Pay Employee Wages and Benefits [Docket No. 9]

By interim order entered on February 3, 2016 [Docket No. 39] and final order entered on February 29, 2016 [Docket No. 104], the Bankruptcy Court authorized the Debtors to pay prepetition wages, compensation, and amounts associated with employee benefit programs and continue such programs in the ordinary course.

5. Motion Determining Adequate Assurance of Payment for Future Utility Services [Docket No. 10]

By interim order entered on February 3, 2016 [Docket No. 40], the Bankruptcy Court established procedures for determining adequate assurance of payment for future utility services

in recognition of the impact even a brief disruption of utility services would have on the Debtors. The Bankruptcy Court entered a final order on March 1, 2016 [Docket No. 117].

6. Motion to Pay Prepetition Taxes and Related Obligations [Docket No. 11]

By order entered on February 3, 2016 [Docket No. 41], the Bankruptcy Court authorized the Debtors to pay certain prepetition fees and taxes to various federal, state, county, and city taxing and licensing authorities.

7. Motion to Pay Insurance and Related Obligations [Docket No. 12]

By order entered on February 3, 2016 [Docket No. 42], the Bankruptcy Court authorized the Debtors to pay and maintain various insurance policies, including, among other things, general liability, workers' compensation liability, directors and officers liability, umbrella liability, automotive liability, pollution and remediation, crime, and property.

8. Motion to Pay Critical Vendors [Docket No. 14]

By interim order entered on February 3, 2016 [Docket No. 43], the Bankruptcy Court authorized the Debtors to pay prepetition Claims of certain critical vendors and suppliers in an amount not to exceed $500,000 in the aggregate and approved procedures related thereto (the "First Interim Order"). By a second interim order entered on March 1, 2016 [Docket No. 118], the Bankruptcy Court authorized the Debtors to pay prepetition claims of certain critical vendors and suppliers in an amount not to exceed $700,000 (inclusive of any amounts paid pursuant to the First Interim Order) (the "Second Interim Order"). By a third interim order entered on March 24, 2016 [Docket No. 194], the Bankruptcy Court authorized the Debtors to pay prepetition claims of certain critical venders and suppliers in an amount not to exceed $1,000,000 (inclusive of any amount paid pursuant to the First Interim Order and the Second Interim Order).

C. Applications for Retention of Debtors' Professionals

The Bankruptcy Court has approved the Debtors' retention of certain Professionals to represent and assist the Debtors in connection with the Chapter 11 Cases. These Professionals include, among others: (i) Skadden, Arps, Slate, Meagher & Flom LLP as counsel for the Debtors (order entered February 29, 2016) [Docket No. 105]; (ii) KCC as administrative agent for the Debtors (order entered February 29, 2016) [Docket No. 108]; (iii) AP Services, LLC to provide interim management services and designate Thomas B. Osmun to serve as Chief Restructuring Officer and Robert D. Albergotti to serve as Vice President of Restructuring (order entered February 29, 2016) [Docket No. 107]; and (iv) Evercore Group, L.L.C. ("Evercore") as their investment banker (order entered February 29, 2016) [Docket No. 106].

The Bankruptcy Court has also authorized the Debtors to retain certain professionals utilized by the Debtors in the ordinary course of business prior to the Petition Date (order entered February 29, 2016) [Docket No. 110]. Further, the Bankruptcy Court has authorized the interim compensation and reimbursement of professional expenses during these cases (order entered February 29, 2016) [Docket No. 109].

On April 11, 2017, the Debtors filed an application to retain Wells Fargo Securities, LLC ("Wells Fargo Securities") as investment banker to the Debtors, which retention was approved by the Bankruptcy Court by order dated April 25, 2017 [Docket No. 983]. Wells Fargo Securities is advising the Debtors in connection with their ongoing sale process.

On September 20, 2017, the Debtors filed an application [Docket No. 1208] to retain Great American as valuation consultant to the Debtors, nunc pro tunc to August 11, 2017, the date of their engagement letter, which retention was approved by an order dated October 6, 2017 [Docket No. 1221].

D. Appointment of the Creditors' Committee and Retention of Committee Professionals

On February 12, 2016, the United States Trustee appointed the Creditors' Committee under Bankruptcy Code section 1102 [Docket No. 68].[18] By an order entered March 17, 2016, the Creditors' Committee was authorized to retain Greenberg Traurig, LLP as its counsel [Docket No. 162]. By an order entered on April 7, 2016, the Creditors' Committee was authorized to retain Alvarez & Marsal North America, LLC as financial advisors [Docket No. 222].

E. Appointment of Fee Examiner

On May 18, 2016, the Bankruptcy Court appointed Richard M. Meth of Fox Rothschild LLP as Fee Examiner [Docket No. 339]. By an order entered August 2, 2016, the Fee Examiner was authorized to retain Fox Rothschild LLP as counsel [Docket No. 528].

F. Schedules and Statements

On February 3, 2016, the Bankruptcy Court entered an order extending the Debtors' deadline to file their Schedules and Statements to April 2, 2016 [Docket No. 35]. The Debtors filed their Schedules and Statements on March 8, 2016 [Docket Nos. 130-137]. Ryckman and Peregrine filed amended Schedules on April 11, 2016 [Docket Nos. 226-227] and amended Statements on April 28, 2016 [Docket Nos. 284-285] and June 6, 2016 [Docket No. 393-394].

G. Plan Support Agreement

As discussed above, beginning prior to the Petition Date and continuing postpetition the Debtors negotiated a Plan Support Agreement (the "Original Plan Support Agreement") with ING and the Prepetition Lenders, which contemplated that the Debtors would, with the support of certain of the Prepetition Lenders, pursue a plan of reorganization that would restructure the Debtors' obligations under the Prepetition Credit Agreement and significantly de-lever their balance sheets, the terms of which were set forth on a term sheet attached as Exhibit A to the Original Plan Support Agreement (the "Original Plan Support Agreement Term Sheet"). These negotiations culminated in entry into the Original Plan Support Agreement on March 23, 2016.

[18] The Creditors' Committee is comprised of the following entities: (i) Troy Construction, LLC; (ii) Redi Services, LLC; (iii) Alliance Process Partners, LLC, dba IAG; (iv) BCCK Engineering, Inc.; and (v) Praxair, Inc.

As further described below, the Debtors, the Prepetition Lenders, and Bear River reached an agreement with the Creditors' Committee which resolved the Creditors' Committee's potential claims against the Prepetition Lenders and Bear River. The Committee Settlement necessitated certain material changes to the Plan Support Agreement and the Original Plan Support Agreement Term Sheet. Accordingly, the Debtors, a majority of the Prepetition Lenders, and Bear River agreed to the terms of an Amended and Restated Plan Support Agreement (the "Amended and Restated Plan Support Agreement"), which incorporates certain milestones and contains enumerated termination events, including the failure of the Debtors to meet the specified milestones. Upon the occurrence of a termination event, including the nonoccurrence of the restructuring contemplated by the Amended and Restated Plan Support Agreement, on or before September 23, 2016 (as extended), the Amended and Restated Plan Support Agreement may terminate.

H. Postpetition Financing

As discussed above, prior to the Petition Date, the Debtors negotiated and entered into the Bridge Facility with ING, as agent and lender (the "Bridge Lender"), and agreed to the general terms of an additional $30,000,000 of secured postpetition debtor-in-possession financing (the "DIP Facility"). On the Petition Date, the Debtors filed a motion seeking interim and final Bankruptcy Court approval of the Bridge Facility and the DIP Facility. The Court entered an order authorizing the Debtors to obtain the Bridge Facility, on an interim basis, on February 3, 2016 [Docket No. 44]. On March 1, 2016 [Docket No. 121], the Bankruptcy Court entered a second interim order authorizing the Debtors to obtain an additional $2,000,000 from the Bridge Lender, for a total amount not to exceed $5,000,000, as negations continued.

The Court scheduled a final hearing on March 1, 2016 to approve the motion for the DIP Facility, and following commencement of the Chapter 11 Cases, the Debtors continued to negotiate with ING to secure additional postpetition financing. However, the Debtors and ING were unable to reach an agreement by the March 1, 2016 hearing date, and requested that the Court enter a second interim order approving and modifying the Bridge Facility.

On March 24, 2016, the Debtors and ING reached agreement on the terms of a senior, superpriority secured debtor-in-possession credit and security agreement (the "DIP Credit Agreement"), ING and the participating lenders (such lenders, the "DIP Lenders") agreed to provide a postpetition, senior, superpriority DIP Facility up to $35,000,000. By final order entered on March 24, 2016 [Docket No. 195] (the "Final DIP Order"), the Bankruptcy Court approved the Bridge Facility and the DIP Facility on a final basis, authorized the Debtors to obtain the $35,000,000 of DIP financing on a secured, superpriority basis, and granted related relief.

On December 21, 2016, the Bankruptcy Court entered an order approving a stipulation and agreement by and among the Debtors, the DIP Agent, and the DIP Lenders [Docket No. 801], which authorized the Debtors to receive an additional $8,000,000 in Blocked Commitments that certain of the DIP Lenders agreed to provide under the DIP Credit Agreement.

In March of 2017, the Debtors began to face additional liquidity concerns. In response, the Debtors engaged in negotiations with their DIP Lenders to provide an additional $10,000,000 in financing pursuant to the terms of the Final DIP Order and the DIP Credit Agreement. On March 27, 2017, the Bankruptcy Court entered an interim order authorizing interim bridge funding of $2,000,000 [Docket No. 926], and on April 24, 2017, the Bankruptcy Court entered a final order approving the full $10,000,000 of additional funding [Docket No. 975] (the "First Supplemental DIP Orders"). The fifth amendment to the DIP Credit Agreement authorized by the First Supplemental DIP Orders extended the maturity date of the DIP Facility to August 15, 2017.

On August 24, 2017, the Debtors filed a motion [Docket No. 1159] (the "Second Supplemental DIP Motion") requesting authority to further amend the DIP Facility to obtain an additional $3,000,000 in financing pursuant to the terms of the Final DIP Order and the seventh amendment (the "Seventh DIP Amendment") to the DIP Credit Agreement. On August 30, 2017, the Bankruptcy Court entered an interim order authorizing the Debtors to obtain the additional $3,000,000 in DIP financing [Docket No. 1167]. The Second Supplemental DIP Motion was approved on a final basis by order entered on September 18, 2017 [Docket No. 1198]. As of the date hereof, there is approximately $54 million, including $1 million of First-Out Supplemental Commitments, outstanding.

I. Operation of the Ryckman Creek Facility Post-Petition

As set forth above, the Ryckman Creek Facility commenced initial storage operations following the Facility Reconstruction Project on December 28, 2015. Since that time, and continuing through and after the Petition Date, the Debtors continued to complete final "punch list" items related to the Ryckman Creek Facility, while simultaneously operating the facility, including storing and withdrawing natural gas for customers. The Debtors believe that the Ryckman Creek Facility is in full compliance with all applicable regulatory requirements, including as required by Federal Energy Regulatory Commission ("FERC").

Since the commencement of these cases, the Debtors have been aggressively marketing available capacity at the facility in an attempt to expand their customer base and strengthen their overall financial position. Since the Petition Date, the Debtors engaged in discussions with over twenty potential park-and-loan and firm storage customers that have expressed an interest in storage operations in the Rocky Mountains utilizing the unique capabilities of the Ryckman Creek Facility. To date, the Debtors have engaged at least 3 new park-and-loan customers and continued efforts to convert those customers to firm storage customers. The Debtors additionally expanded their relationship with an additional 3 customers. The result of these commercial agreements have led the Debtors to inject approximately 4.5 Bcf of gas into the facility during the peak injection season in the Rocky Mountains. The Debtors believe that there is additional demand for natural gas storage and that the Ryckman Creek Facility will generate a significant increase in customer activity after the conclusion of these cases and the resolution of the remaining start-up challenges inherent in complex facilities like the Ryckman Creek Facility. These challenges are described in more detail below; however, for the avoidance of doubt, the Debtors have been able to deliver on all contracted terms to date.

The Ryckman Creek Facility experienced a variety of unplanned, start-up related challenges. A number of subsystems supporting the NRU were discovered to have been improperly installed or maintained during the shut-in period of the facility, which required periods of time whereby the NRU has been unable to operate until those subsystems could be repaired or reinstalled. As of the date hereof, all subsystems have been repaired and reinstalled properly and to the specifications outlined by the manufacturers of such equipment. Then, during periods in the late summer and fall of 2016, as the Debtors were withdrawing natural gas from the reservoir, the NRU demonstrated it was fully operational and removing nitrogen as the design specifications would indicate. To further ensure the Debtors are able to deliver gas to the pipelines connected to the facility at a specification consistent with the requirements of those operators, the Debtors have, at some moments, utilized blend gas – purchased gas blended with customer gas to create gas with the requisite nitrogen levels – to enable them to withdraw gas from the reservoir that meets pipeline and customer specifications, instead of using the NRU. The use of blend gas is typical in the Debtors' industry and can be an efficient alternative to utilizing the NRU. The Debtors have not fulfilled delivery obligations by purchasing and redelivering gas from other interconnecting pipelines.

Another key operational issue facing the Debtors is the unanticipated amount of water being pulled from the ground as gas is extracted. The amount of water being extracted from the reservoir limits the amount of gas that the Company can extract, and therefore the amount of gas that the Debtors can contract to deliver to customers.

Despite the challenges described herein, the Debtors remain confident in their ability to commence full operations, assuming successful consummation of the Plan and proposed transaction with the Plan Sponsor. The Debtors began certain capital expenditure projects (the "Capital Projects") over the summer of 2017 to remediate this and other issues. The Capital Projects include, but are not limited to: (i) increasing water handling and oil handling capacity and disposal through related water handling facilities or separation; (ii) replacement of the existing damaged tank farm; (iii) the addition of vertical wells to improve withdrawal capacity and improve reliability; and (iv) other minor projects to address certain operational constrains. Additional detail regarding the Capital Projects is set forth in the Financial Projections, attached hereto as Exhibit B.

J. Agreements With Key Customers

During the Chapter 11 Cases, the Debtors negotiated agreements with two of their key existing customers – Questar Gas Company ("Questar Gas") and Anadarko Energy Services Company ("Anadarko") – regarding the terms of their firm-storage services agreements (each, an "FSSA"). Both Questar Gas and Anadarko previously asserted, among other things, that their agreements terminated prior to the Petition Date due to the Debtors' failure to (i) commence operations at the Ryckman Creek Facility within the time and to the extent required by the contracts and the applicable FERC certificates and (ii) cure alleged prior defaults. The Debtors contested these assertions, while at the same time continuing negotiations with Questar Gas and Anadarko, which culminated in agreements on new terms for their firm-storage services agreements, subject to Bankruptcy Court approval and approval by FERC.

On December 21, 2016, the Debtors filed a motion under Bankruptcy Code section 105(a) and Bankruptcy Rule 9019 requesting that the Bankruptcy Court approve a settlement between Ryckman and Anadarko [Docket No. 803]. The settlement contemplated entry into the newly negotiated amended FSSA (the "Amended FSSA") for a term of eight years, beginning on April 1, 2017. The Bankruptcy Court approved this settlement on January 9, 2017 [Docket No. 833]; however, the Debtors did not request FERC approval of the Amended FSSA, and the Amended FSSA was never executed.

After obtaining approval of the Amended FFSA, the Debtors determined that the Ryckman Creek Facility required certain Capital Projects to ensure that the Debtors could perform under the Amended FSSA. Accordingly, the Debtors and Anadarko began new negotiations in an attempt to resolve the outstanding issues. On April 21, 2017, the Debtors filed a motion requesting approval of a modified settlement between Ryckman and Anadarko [Docket No. 972], which, among other things, authorized entry into a new FSSA (the "New Anadarko FSSA") with an April 1, 2018 in-service date. However, the parties' obligation to execute the New Anadarko FSSA pursuant to the modified settlement was subject to the Debtors' satisfaction of certain conditions precedent, including (i) obtaining FERC approval of the proposed Capital Projects by July 31, 2017, (ii) confirming a plan of reorganization by July 31, 2017, but in no event later than August 31, 2017, and (iii) completing the Capital Projects by December 1, 2017.

The Debtors did not obtain FERC approval of the proposed Capital Projects until August 12, 2017. In addition, the Debtors have not yet confirmed a plan of reorganization in the Chapter 11 Cases. Accordingly, Anadarko informed the Debtors that the conditions precedent to its obligation to execute the New Anadarko FSSA have not been timely satisfied and that it will not execute the New Anadarko FSSA, and that such agreement is null and void due to the Debtors' failure to meet each of the conditions precedent. Per the Bankruptcy Court's order approving the New FSSA, Anadarko is under no obligation to enter into the New Anadarko FSSA, and accordingly, the Financial Projections, attached hereto as Exhibit B reflect that the Debtors and Anadarko will not enter into the New Anadarko FSSA.

The Debtors have reached an agreement with Questar Gas over the terms of an amended FSSA (the "Questar Gas Amended FSSA"). On February 3, 2017, the Debtors filed a motion under Bankruptcy Code section 105(a) and Bankruptcy Rule 9019 requesting that the Bankruptcy Court approve the settlement between Ryckman and Questar Gas [Docket No. 858], which the Bankruptcy Court approved pursuant to an order dated February 14, 2017 [Docket No. 875]. The in-service date under the Questar Gas Amended FSSA was April 1, 2017. On March 30, 2017, FERC entered an order approving the Questar Gas Amended FSSA, and the Debtors continue to provide services to Questar Gas under the terms of the Questar Gas Amended FSSA.

As of the date hereof, the Debtors' key customer agreements include firm storage agreements with Questar, Citadel Energy Marketing LLC ("Citadel"), and Castleton Commodities Merchant Trading, L.P. ("Castleton"). The Debtors have also entered into park and loan agreements with NextEra Energy Power Marketing LLC, Citadel, and Castleton. To the extent these contracts constitute executory contracts, the Debtors, at the request of the Plan Sponsor, intend to assume such contracts pursuant to Article 7.1(a) of the Plan.

K. Creditors' Committee Mediation

The Final DIP Order established a Challenge Period (as defined in the Final DIP Order) for parties in interest other than the Debtors to commence a Challenge Action (as defined in the Final DIP Order) against the Prepetition Agent for purposes of (i) challenging the validity, extent, priority, perfection, enforceability, or non-avoidability of the liens held by the Prepetition Lenders (the "Prepetition Lender Liens") against the Debtors; (ii) seeking to avoid or challenge any transfer made by or on behalf of the Debtors to or for the benefit of the Prepetition Lenders or the Prepetition Agent, (iii) seeking damages or equitable relief against the Prepetition Lenders or the Prepetition Agent; or (iv) challenging any other matter waived or released pursuant to the DIP Order. Per the Final DIP Order, the Challenge Period for the Creditors' Committee was initially established as May 15, 2016. By agreement of the parties, this date was later extended until June 15, 2016, July 26, 2016, August 23, 2016 and finally until August 30, 2016. Currently, the Creditors' Committee's Challenge Period is being held in abeyance.

Following the filing of the Joint Chapter 11 Plan of Reorganization of Ryckman Creek Resources, LLC and its Affiliated Debtors and Debtors in Possession [Docket No. 224], the Creditors' Committee's began to investigate any claims it may hold against certain of the Prepetition Lenders, such as a cause of action for equitable subordination or recharacterization of some or all of the Tranche B Loans provided by Bear River. As a result, the Debtors, the Prepetition Lenders, and the Creditors' Committee (the "Mediation Parties") commenced a mediation process with respect to the Original Plan and any related discovery issues (the "Plan Mediation"). On May 18, 2016, the Court entered its Order Establishing the Terms Governing Mediation (the "Mediation Order") [Docket No. 338], which appointed Judge Kevin Gross as the mediator (the "Mediator").

On May 18, 2016, the Mediation Parties held an introductory mediation session with the Mediator. The Mediation Parties submitted confidential mediation statements to the Mediator on June 15, 2016. Additional mediation sessions were held with the Mediation Parties and the Mediator on June 16, 2016 and June 22, 2016. Discussions continued following these sessions and resulted in an agreement between the Mediation Parties, which are described herein and are documented in greater detail in the Amended and Restated Plan Support Agreement and the Original Plan.

L. The Committee Settlement Under the Original Plan

Following extensive negotiations, on August 3, 2016, the Debtors, a majority of the Prepetition Lenders, Bear River, and the members of the Creditors' Committee reached agreement on the terms of a plan of reorganization, which terms were set forth in the Amended and Restated Plan Support Agreement and were incorporated into the Original Plan (the "Committee Settlement"). To effectuate the Committee Settlement, the Debtors' plan of reorganization was amended to provide for, among other things, the provision of the Class 5-A Value Sharing Rights and certain of the Tranche B Lender Consideration to the Holders of General Unsecured Claims and for certain treatment of Convenience Claims (each as defined in the Original Plan). In exchange for such amendments, the Creditors' Committee agreed to support the Original Plan, including the releases set forth therein, and, upon the effective date of the Original Plan, to abandon and release any Challenge Actions it may have.

As noted above, the Debtors ultimately determined not to pursue confirmation Original Plan, and by extension, the Committee Settlement embodied therein. The Plan described herein provides that the Prepetition Lender Claims and General Unsecured Claims will be classified together as Unsecured Claims. Each Holder of an Unsecured Claim will receive, on the Trust Distribution Date, its Pro Rata share of the Class 3 Common Units.

M. The Purported Lienholder Adversary Proceedings

As set forth above, the Challenge Period originally expired on May 15, 2016. However, the Debtors extended the Challenge Period to August 12, 2016 for certain alleged lienholders of the Debtors, including Matrix Service Inc. ("Matrix"), Wholesale Electric Supply Co. of Houston, Inc. ("Wholesale"), Distribution International, Inc. d/b/a, E.J. Bartells ("Bartells"), and Brock Services, LLC ("Brock," and collectively, the "Plaintiffs"). In August of 2016, the Plaintiffs each filed complaints (the "Complaints") commencing adversary proceedings (the "Plaintiffs' Adversary Proceedings") challenging the validity, priority, and extent of the Prepetition Lender Liens in relation to certain Wyoming state law contractors' liens (the "Alleged Liens") asserted by each Plaintiff.[19] On September 12, 2016, ING filed answers, affirmative defenses, and counterclaims to the Complaints, and the Debtors filed answers, affirmative defenses, and counterclaims or motions to intervene (including their answers, affirmative defenses, and counterclaims), as applicable, in each of the Plaintiffs' Adversary Proceedings.

On September 23, 2016, Ryckman commenced adversary proceedings (the "Defendants' Adversary Proceedings," and together with the Plaintiffs' Adversary Proceedings, the "Purported Lienholder Adversary Proceedings")[20] against William Insulation Company ("William") and Great Salt Lake Electric Company ("GSL Electric," together, the "Defendants," and the Defendants and the Plaintiffs together, the "Purported Lienholders") seeking, among other things, a declaratory judgment that William and GSL Electric do not hold valid liens, and that in any event, each of their Alleged Liens are junior to the Prepetition Lender Liens, due in part to their failure to file a Challenge Action prior to the expiration of the Challenge Period.[21] On

[19] The Debtors moved to intervene in the adversary proceedings initiated by Bartells and Brock on September 12, 2016 [Adv. Case No. 16-51039, A.D.I. 7]; [Adv. Case No. 16-51045, A.D.I. 5], as their complaints were filed only against ING. The motions to intervene were granted pursuant to orders dated October 11, 2016 [Adv. Case No. 16-51039, A.D.I. 18]; [Adv. Case No. 16-51045, A.D.I. 14].

[20] As used herein, the Purported Lienholder Adversary Proceedings shall refer to Distribution Int'l, Inc. d/b/a E.J. Bartells v. ING Capital LLC, Adv. Case No. 15-51039 (KJC); Matrix Serv. Inc. v. Ryckman Creek Res., LLC and ING Capital LLC, Adv. Case No. 16-51040 (KJC); Wholesale Electric Supply Co. of Houston, Inc. v. Ryckman Creek Res., LLC and ING Capital LLC, Adv. Case No. 16-51041 (KJC); Brock Servs., LLC v. ING Capital LLC, Adv. Case No. 16-51045 (KJC); Ryckman Creek Res., LLC v. Great Salt Lake Electric Company, Adv. Case No. 16-51500 (KJC); Ryckman Creek Res., LLC v. William Insulation Company, Adv. Case No. 16-51501 (KJC).

[21] On November 23, 2016, ING moved to intervene in the Defendants' Adversary Proceedings [Adv. Case No. 16-51500, A.D.I. 15]; [Adv. Case No. 16-51501, A.D.I. 13], which motions were granted by orders dated December 12, 2016 [Adv. Case No. 16-51500, A.D.I. 23]; [Adv. Case No. 16-51501, A.D.I. 20].

October 24, 2016, GSL Electric filed its answers, affirmative defenses, and counterclaims, and William filed its answers and affirmative defenses in their respective adversary Proceedings.

1. Initial Disclosures and Discovery

In an effort to quickly and efficiently resolve the Purported Lienholder Adversary Proceedings, the Debtors began the discovery process at the same time as briefing on motions for judgment on the pleadings. Specifically, the Debtors served their initial disclosures pursuant to Federal Rule of Civil Procedure 26(a)(1)(A) on the Plaintiffs on October 31, 2016, and on the Defendants on December 6, 2016.

On November 30, 2016, the Debtors served their first requests for production of documents and first set of interrogatories directed to the Plaintiffs (the "Debtors' Discovery Requests") and the Plaintiffs served their requests for productions, interrogatories, and requests for admission from each of the Plaintiffs (the "Plaintiffs' Discovery Requests"). The Debtors began a comprehensive review of all of the documents relevant to the Plaintiffs' Discovery Requests, and began rolling productions on January 16, 2017. The Debtors produced their final production of documents on January 30, 2017, and on January 31, 2017, served the Debtors' responses to each of the Plaintiffs' Discovery Requests.

On January 13, 2017, the Debtors served their first requests for production of documents and first set of interrogatories directed to the Defendants. Neither Defendant served discovery requests on the Debtors; however, on March 15, 2017, solely as an accommodation to William and reserving all of the Debtors' rights related thereto, the Debtors produced the same documents to William as provided to the Plaintiffs in connection with the Plaintiffs' Discovery Requests.

Beginning on January 31, 2017, the Debtors began to receive responses from each of the Plaintiffs to the Debtors' Discovery Requests. Ryckman extended William's deadline to respond to their discovery requests to May 2, 2017. In addition, the Debtors and Bartells have conducted one deposition; however, any remaining depositions and completion of fact and expert discovery are being held pending the resolution of the mediation (as described in more detail in Article V.M.3).

2. Motions for Judgment on the Pleadings

On October 14, 2016, the Debtors filed motions for judgment on the pleadings or motions for partial judgment on the pleadings, as applicable (the "Debtors' MJP Motions"), in each of the Plaintiffs' Adversary Proceedings. Each of the Plaintiffs also filed separate motions for partial judgment on the pleadings (the "Plaintiffs' MJP Motions"). The Debtors, ING, and the Plaintiffs completed briefing on November 18, 2017, pursuant to certain agreed-upon scheduling orders entered in each of the Plaintiffs' Adversary Proceedings.[22]

On January 6, 2017, the Debtors filed a motion for partial judgment on the pleadings in the William adversary proceeding, and a motion for judgment on the pleadings in the GSL

[22] See Notice of Completion of Briefing, filed in each of the Plaintiffs' Adversary Proceedings.

Electric adversary proceeding (together with the Debtors' MJP Motions and the Plaintiffs' MJP Motions, the "MJP Motions"). Neither Defendant filed a motion for judgment on the pleadings in the Defendants' Adversary Proceedings. Briefing was completed on February 8, 2017.[23]

The Bankruptcy Court heard oral argument on the MJP Motions on December 15, 2016 and February 14, 2017. In February of 2017, Judge Kevin J. Carey issued opinions (the "Opinions") and orders denying each of the MJP Motions with respect to the Bartells, Matrix, Brock, and William adversary proceedings, finding that, among other things, the MJP Motions could not be granted where genuine issues of material fact remain.[24] The Debtors' MJP Motions with respect to Wholesale and GSL Electric were granted, and each of their adversary proceedings has been closed.

3. Mediation

Following the Bankruptcy Court's Opinions, the Debtors, ING, and the remaining Purported Lienholders agreed to enter into mediation regarding the subject of the Purported Lienholder Adversary Proceedings. On April 11, 2017, the Bankruptcy Court entered the Order Establishing the Terms Governing Mediation in each of the remaining Purported Lienholder Adversary Proceedings, which appointed Judge Kevin Gross to act as the mediator. The Debtors and the remaining Purported Lienholders attended a telephonic conference with Judge Gross regarding the mediation on April 20, 2017, and the mediation took place on May 9, 2017.

After the mediation participants' diligent efforts, the Debtors, ING, Matrix, and Brock agreed to stay the applicable pending Adversary Proceedings for 60 days to allow the parties to continue to work towards mutually-agreeable settlement terms. In the mediation report, the Judge Gross also recommended that the Wholesale and Bartells Adversary Proceedings be similarly stayed for 60 days to facilitate settlement [Adv. Case No. 16-51039, A.D.I. 77]. Each of the parties ultimately agreed to stay the remaining Adversary Proceedings by 60 days, as reflected in amended scheduling orders filed with the Bankruptcy Court. The parties have agreed to extend the stay of the remaining Adversary Proceedings through October 13, 2017 [Adv. Case No. 16-51039, A.D.I. 85]; [Adv. Case No. 16-51040; A.D.I. 90]; [Adv. Case No. 16-51045; A.D.I. 89]; [Adv. Case No. 16-51501; A.D.I. 75].

4. Treatment Under the Plan

Pursuant to Article 8.7 of the Plan, the Purported Lienholder Adversary Proceedings shall remain pending on and after the Effective Date, and the parties thereto may prosecute and defend such adversary proceedings in accordance with any scheduling or other case-management orders in effect as of the Effective Date; provided, however, that on the Effective Date, the Liquidating Trustee shall be automatically substituted for the Debtors in such proceedings and shall succeed to all rights, claims, and defenses of the Debtors in such proceedings. The Confirmation Order

[23] See Notice of Completion of Briefing, dated February 10, 2017, filed in each of the Defendants' Adversary Proceedings.

[24] See Adv. Case No. 16-51039, A.D.I. 60; Adv. Case No. 16-51040, A.D.I. 68; Adv. Case No. 16-51045, A.D.I. 67; Adv. Case No. 16-51501, A.D.I. 53.

shall constitute an order of the Bankruptcy Court dismissing the Debtors with prejudice from the Purported Lienholder Adversary Proceedings.

To the extent the Purported Lienholders are found, pursuant to a Priority Determination, to have a valid, first-priority Lien and their Statutory Lien Claim is Allowed, Article 4.1(b)(ii) of the Plan provides that, except to the extent that a Holder of an Allowed Class 1 Claim agrees to a less favorable treatment, in full and final satisfaction, settlement, release, and discharge of and in exchange for each and every Allowed Class 1 Claim, the Liquidating Trust shall, on the Priority Determination Date, assume such Allowed Class 1 Claim and grant each Holder thereof a Purported Lienholder Replacement Lien, which (i) shall attach to the Liquidating Trust Assets other than the Liquidating Trust Funds with the same validity, force, and effect that the Lien securing such Allowed Class 1 Claim had against the collateral securing such Allowed Class 1 Claim as of the Effective Date and (ii) shall be immediately enforceable by the Holder thereof pursuant to applicable non-bankruptcy law; provided, however, that neither the Liquidating Trustee nor the Liquidating Trust Beneficiaries shall have any personal liability thereon. For the avoidance of doubt, on the Effective Date, all Liens and security interests asserted by the Purported Lienholders shall be deemed discharged, cancelled, and released and shall be of no further force and effect.

Notwithstanding the foregoing, each Holder of a Disputed Class 1 Claim (that is, for the avoidance of doubt, the asserted Statutory Lien Claim of a Purported Lienholder prior to the Priority Determination Date) that validly exercises its Class 1 Election on its voting ballot shall receive its Pro Rata share of the Class 1 Settlement Pool (relative to all Holders entitled to make such election, even if less than all such Holders actually making such election), unless, for the avoidance of doubt, such Holder's Class 1 Election is deemed null and void because no Cash Proceeds comprising the Class 1 Settlement Pool are received by the Liquidating Trust by the Priority Determination Date.

N. Analyzing Executory Contracts and Unexpired Leases

The Bankruptcy Code authorizes a debtor, subject to the approval of the Bankruptcy Court, to assume, assume and assign, or reject Executory Contracts and Unexpired Leases. The Debtors and the Plan Sponsor are engaged an evaluation of their Executory Contracts and Unexpired Leases.[25]

During the course of the Chapter 11 Cases, the Debtors and their Professionals have evaluated Executory Contracts and Unexpired Leases in the context of the Debtors' business plan. The Debtors continue to evaluate their options in connection with each of these Executory Contracts and Unexpired Leases including the potential assumption, rejection, or amendment and assumption thereof. As part of the Plan Supplement, the Debtors will identify contracts to be

[25] On June 23, 2016, August 9, 2016, September 30, 2016, December 21, 2016, March 27, 2017, August 7, 2017, and October 16, 2017, the Bankruptcy Court entered orders extending the time within which the Debtors may assume or reject unexpired leases of nonresidential real property [Docket No. 470, 560, 663, 800, 928, 1141, 1228]. The current deadline by which the Debtors may assume or reject unexpired leases of nonresidential real property is the earlier of (i) November 15, 2017 and (ii) the effective date of the Plan.

rejected in the Schedule of Rejected Executory Contracts and Unexpired Leases, and the contracts to be assumed in the Schedule of Assumed Executory Contracts and Unexpired Leases.

The Plan Supplement will further identify those Executory Contracts and Unexpired Leases to be assumed by the Debtors pursuant to the Plan for which the Debtors believe there is a cure amount of greater than $0 in the Schedule of Assumed Executory Contracts and Unexpired Leases. Except as otherwise set forth in such schedule, the Cure Amount with respect to each of the Executory Contracts or Unexpired Leases assumed pursuant to the Plan is designated by the Debtors as $0, subject to the determination of a different Cure Amount pursuant to the objection procedures set forth in Article VII of the Plan.

O. Analysis and Resolution of Claims

On March 8, 2016, the Debtors filed their Schedules and Statements [Docket Nos. 130-137]. Ryckman and Peregrine filed amended Schedules on April 11, 2016 [Docket Nos. 226-227] and amended Statements on April 28, 2016 [Docket Nos. 284-285] and June 6, 2016 [Docket Nos. 393-394]. The Schedules provide certain information pertaining to the Claims. Interested parties may review the Schedules and Statements at the office of the Clerk of the United States Bankruptcy Court for the District of Delaware, 824 North Market Street, Wilmington, Delaware 19801 or online at http://www.kccllc.net/ryckman.

1. Claims Bar Date

On February 29, 2016, the Bankruptcy Court entered an order [Docket No. 111] (the "Bar Date Order") requiring all persons or entities who wished to assert claims against the Debtors' Estates to file a proof of Claim ("Proof of Claim") against the Debtors in the Chapter 11 Cases by no later April 11, 2016 (as defined in the Bar Date Order) (the "General Bar Date"). The Bar Date Notice was served on March 14, 2016. See Affidavit of Service [Docket No. 155]. The General Bar Date applies to any person, other than governmental units, holding a claim against the Debtors allegedly owing as of the Petition Date, including claims under Bankruptcy Code section 503(b)(9), or any person with an alleged claim or expense claimed to have arisen prior to the Petition Date. Any governmental unit seeking to file a claim against the Debtors is required to do so by no later than August 1, 2016 at 5:00 p.m. (Eastern) (the "Governmental Bar Date").

If the Debtors reject any executory contract or unexpired lease under Bankruptcy Code section 365, each person or entity holding a claim against the Debtors arising from such rejection must file a proof of claim by the later of (i) 30 days after the effective date of rejection of such executory contract or unexpired lease as provided by an order of the Bankruptcy Court or pursuant to notice under procedures approved by the Bankruptcy Court; (ii) any date set by another order of the Bankruptcy Court; or (iii) the General Bar Date (the "Rejection Bar Date").

In the event that the Debtors amend the Schedules and Statements, the Debtors shall give notice of any amendment to the Holders of Claims affected thereby, and if the subject amendment reduces the unliquidated, noncontingent, and liquidated amount or changes the nature or classification of a Claim against a Debtor or the Debtor liable on the Claim, such Holders shall be given until the later of (i) the General Bar Date, or (ii) 30 days from the date such notice is given (or such other time period as may be fixed by the Bankruptcy Court) to file

proofs of claim with respect to such affected Claim, if necessary, or be barred from filing such claim (the "Amended Schedule Bar Date").[26]

As of October 31, 2017, KCC had received approximately 171 Proofs of Claim in the approximate aggregate liquidated amount of $38 million. The Debtors have already filed claims objections (as set forth in further detail below), but their Claim reconciliation process is ongoing, and the Debtors intend to file additional claims objections on both substantive and non-substantive grounds, and the outcome of such future objections could impact the amount of Allowed Claims in each Class and the recoveries provided to Creditors under the Plan. Following the Effective Date, the Liquidating Trust will be responsible for all outstanding Claims resolution, pursuant to Article 12.6 of the Plan.

2. Claims-Related Filings

On August 18, 2016, the Debtors filed their first omnibus (non-substantive) objection to certain (i) duplicate, (ii) amended or superseded, (iii) purported equity, and (iv) wrong case claims [Docket No. 584] (the "First Omnibus Claims Objection"). On September 19, 2016, the Bankruptcy Court entered an order granting the relief requested in the Omnibus Claims Objections [Docket No. 651].

In addition, on October 12, 2016, the Debtors filed an objection (the "2015 Tax Claim Objection") to proof of claim number 15 (the "Uinta Tax Claim") filed by the Uinta County Treasurer (the "Uinta Treasurer") seeking to reduce the amount of the Uinta Tax Claim from $1,460,462.28 to $419,385.33 for their 2015 Uinta County, Wyoming property tax liability. The Debtors and the Uinta Treasurer disagree about the calculation of the fair market value used to assess the Debtors' tax liability under Wyoming law, and whether such assessment resulted in an over-assessment of the Debtors' property. In conjunction with the 2015 Tax Claim Objection, on October 7, 2016, the Debtors filed a motion for certain determinations under Bankruptcy Code section 505 relating to the Debtors' 2015 and 2016 property tax liabilities to Uinta County, Wyoming [Docket No. 678] (the "Tax Determination Motion"). Uinta County objected and, following a hearing, the Court issued an opinion and order on April 10, 2017, abstaining from ruling on the Tax Determination Motion [Docket Nos. 949-950].

The 2015 Tax Claim Objection has not been withdrawn, and the Debtors believe that the 2015 Tax Claim Objection remains pending, while Uinta County believes that this Court's April 10, 2017 opinion and order addressed the 2015 Tax Claim Objection by abstaining from consideration of Uinta County's tax assessment for 2015, and Uinta County further believes that the 2015 Tax Claim is now final. The Parties' rights with respect to Uinta County's claim for 2015 taxes are reserved, including whether the 2015 Tax Claim Objection has been resolved.

[26] The amendments to the Schedules and Statements filed on April 11, 2016, April 28, 2016, and June 6, 2016 did not reduce the unliquidated, noncontingent, and liquidated amount or change the nature or classification of any Claim against a Debtor or the Debtor liable on any Claim. Accordingly, such amendment did not result in an Amended Schedule Bar Date for any party.

On May 1, 2017, the Debtors filed the Second Omnibus (Non-Substantive) Objection of the Debtors to Certain Late-Filed Claims [Docket No. 990] (the "Late-Filed Claims Objection"). Among the claims subject to the Late-Filed Claims Objection were two claims filed by the Uinta Treasurer, one of which asserted a priority claim in the amount of $1,584,804.09, plus interest and penalties, for 2016 taxes (proof of claim number 169) and the other of which asserted an priority claim in an unliquidated amount for 2017 taxes (proof of claim number 171). By stipulation dated June 2, 2017, and approved by the Bankruptcy Court on June 5, 2017 [Docket No. 1050], Uinta County agreed to withdraw its proof of claim for taxes for 2017 without prejudice.

Following settlement negotiations, the Debtors and Uinta County agreed to a settlement regarding the 2016 tax claim (the "2016 Settlement"). Accordingly, on June 28, 2017, the Debtors filed a motion under Bankruptcy Code section 105(a) and Bankruptcy Rule 9019 seeking approval of the 2016 Settlement [Docket No. 1094], and on July 19, 2017, the Bankruptcy Court entered an order approving the motion [Docket No. 1124]. Following further negotiations, the parties agreed to settle and compromise Uinta County's assessment of the 2017 fair market value of the Debtors' property for tax purposes, and on August 14, 2017, the Debtors filed a motion under Bankruptcy Code section 105(a) and Bankruptcy Rule 9019 seeking approval of the settlement [Docket No. 1150]. On August 30, 2017, the Bankruptcy Court entered an order approving the motion [Docket No. 1166].

3. Causes of Action

In accordance with Bankruptcy Code section 1123(b)(3), the Liquidating Trust shall retain and may (but is not required to) enforce all rights to commence and pursue any and all Causes of Action that are not released under Article 6.18(a) or 10.4 of the Plan, exculpated under Article 10.6 of the Plan, or vest in, or are otherwise the responsibility of Reorganized Ryckman, as specifically enumerated in the Plan Supplement, whether arising before or after the Petition Date, and such Causes of Action are preserved and shall vest in the Liquidating Trust as of the Effective Date.

P. The Sale Process and the Plan Sponsor

Beginning in April of 2017, the Debtors commenced a marketing and sale process for the sale of all or substantially all of the equity in Reorganized Ryckman, pursuant to the terms set forth in the Bidding Procedures and the Bidding Procedures Order.[27] The Debtors retained Wells Fargo Securities, pursuant to an order dated April 25, 2017 [Docket No. 983], to act as their advisor with respect to the sale process.

Prior to the Bid Deadline, Wells Fargo Securities reached out to over 100 parties to determine their interest in a potential transaction. Of the parties that Wells Fargo Securities contacted, over 30 executed Confidentiality Agreements and received the Confidential Information Presentation. On the May 24, 2017 deadline to submit Indications of Interest, the

[27] Terms used in this section but not otherwise defined shall have the meanings ascribed to such terms in the Bidding Procedures Order.

Debtors received five Indications of Interest. However, each of the five parties that submitted Indications of Interest withdrew from the sale process prior to the Bid Deadline.

Beginning in August of 2017, the Debtors reached out to additional parties in the natural gas and energy sectors to market the equity in Reorganized Ryckman. The Debtors conducted multiple sales meetings and hosted site visits to facilitate a potential transaction. The Debtors also attempted to broker deals between parties who may have lacked the operational or financial ability to close a deal individually. At the request of several potential bidders, ad hoc business plans were created to revise certain assumptions, including a new capital development plan.

The Debtors encountered a number of challenges during this process. First, industry-wide factors, including relatively unfavorable forward natural gas price curves, dampened enthusiasm for storage assets. The appearance of several other storage facilities on the market around the country as the Debtors were beginning their sale process compounded these difficulties. Perhaps more importantly, the Ryckman Creek Facility's historical challenges, and the ongoing Capital Projects and other work necessary to fully develop the Ryckman Creek Facility to match its planned capacity, rendered the proposed sale transaction too speculative for certain bidders. Although a number of potential bidders expressed considerable interest in the Ryckman Creek Facility's upside potential—consistent with the Debtors' belief that their assets have significant long-term value—several bidders expressed that the uncertainties associated with the further development of the Ryckman Creek Facility would make it impossible to commit to a transaction at the price levels the Debtors anticipated. Others remained interested in the Ryckman Creek Facility despite these difficulties but were unable to obtain sufficient financial backing to transact. While the Debtors endeavored to accommodate extensive bidder diligence requests in an effort to overcome these concerns—and, indeed, extended the sale process several times to facilitate bidder diligence—these efforts were unfortunately insufficient to induce binding offers at levels the Debtors anticipated when they commenced the sale process.

Following discussions with potential bidders that remained in the sale process, and to allow potential bidders additional time to conduct diligence and ultimately provide the best offer for a transaction, the Debtors, by notice, extended the Bid Deadline on multiple occasions, with a final extension to October 11, 2017 [Docket No. 1213]. On the Bid Deadline, the Debtors received two Bids. Only the bid received from the Plan Sponsor contemplated continuing the Debtors' business as a going concern. The Debtors, with the advice of their advisors, determined that the 31 Midstream Bid presented the only viable path toward emergence.

While the Debtors' marketing process did not enjoy the success the Debtors hoped, it was undoubtedly robust. The Debtors and their advisors thoroughly canvassed the universe of potential bidders and are confident that the offer submitted by the proposed Plan Sponsor, though substantially lower than the bids the Debtors and their constituents initially anticipated, is the highest and best bid for Ryckman.

The Plan Sponsor Parent is a privately held operating and holding company engaged in the exploration, development, and production of oil and gas from properties located in Colorado, Louisiana, North Dakota, Texas, and Wyoming. It holds approximately 60,000 net acres and owns approximately 1,100 wells producing from shallow conventional oil fields, horizontal unconventional oil and gas fields, and ultra deep vertical natural gas fields. 31 Group owns over

300 miles of gathering lines and midstream lines, three compressor stations, water gathering systems, and saltwater disposal wells. It operates the wells and midstream assets in four states, and has approximately 25 employees. 31 Group is currently a cash flow positive company. The Plan Sponsor and the Plan Sponsor Parent are not affiliates of or related to the Debtors, the Prepetition Agent, the DIP Agent, Bear River, or EQT. A detailed description of the Plan Sponsor's current holdings is attached hereto as Exhibit H.

ARTICLE VI.

PLAN SUMMARY

A. Overview of Chapter 11

Chapter 11 is the principal business reorganization chapter of the Bankruptcy Code. Under chapter 11, a debtor can reorganize its business for the benefit of itself, its Creditors, and interest holders. Chapter 11 also strives to promote equality of treatment for similarly situated creditors and similarly situated interest holders with respect to the distribution of a debtor's assets.

The commencement of a chapter 11 case creates an estate that is comprised of all of the legal and equitable interests of a debtor as of the filing date. The Bankruptcy Code provides that the debtor may continue to operate its business and remain in possession of its property as a debtor in possession.

The consummation of a plan of reorganization is the principal objective of a chapter 11 case. A plan of reorganization sets forth the means for satisfying claims against and interests in a debtor. Confirmation of a plan of reorganization by a bankruptcy court makes such plan binding upon a debtor and any creditor of or equity interest holder in such debtor, whether or not such creditor or equity interest holder (i) is impaired under or has accepted the plan or (ii) receives or retains any property under the plan. Subject to certain limited exceptions, and except as otherwise provided in the plan or the confirmation order itself, a confirmation order discharges the debtor from any debt that arose prior to the date of confirmation of the plan and substitutes for those debts the obligations specified under the confirmed plan.

A chapter 11 plan may specify that the legal, contractual, and equitable rights of the holders of claims or interests in certain classes are to remain unaltered by the reorganization effectuated by the plan. Such classes are referred to as "unimpaired" and, because of such favorable treatment, are presumed to accept the plan. Accordingly, a debtor need not solicit votes from the holders of claims or equity interests in such unimpaired classes. A chapter 11 plan also may specify that certain classes will not receive any distribution of property or retain any claim against a debtor. Such classes are deemed to reject the plan and, therefore, need not be solicited to vote to accept or reject the plan. Any classes that are receiving a distribution of property under the plan but are not unimpaired will be solicited to vote to accept or reject the plan.

Bankruptcy Code section 1123 provides that a plan of reorganization shall classify the claims of a debtor's creditors and equity interest holders. In compliance therewith, the Plan

divides Claims and Interests into various Classes and sets forth the treatment for each Class. The Debtors believe that the Plan has classified all Claims and Interests in compliance with Bankruptcy Code section 1122, but it is possible that a Holder of a Claim or Interest may challenge the classification of Claims and Interests and that the Bankruptcy Court may find that a different classification is required for the Plan to be confirmed. In such event, the Debtors intend, to the extent permitted by the Bankruptcy Court and the Plan, to make such modifications of the classifications under the Plan to permit Confirmation and to use the Plan acceptances received in this solicitation for the purpose of obtaining the approval of the reconstituted Class or Classes of which the accepting Holder is ultimately deemed to be a member. Any such reclassification could adversely affect the Class in which such Holder was initially a member, or any other Class under the Plan, by changing the composition of such Class and the vote required of that Class for approval of the Plan.

THE REMAINDER OF THIS SECTION PROVIDES A SUMMARY OF THE STRUCTURE AND MEANS FOR IMPLEMENTATION OF THE PLAN AND THE CLASSIFICATION AND TREATMENT OF CLAIMS AND INTERESTS UNDER THE PLAN, AND IS QUALIFIED IN ITS ENTIRETY BY REFERENCE TO THE PLAN, THE PLAN SUPPLEMENT, AND THE EXHIBITS AND DEFINITIONS CONTAINED IN EACH DOCUMENT.

THE STATEMENTS CONTAINED IN THIS DISCLOSURE STATEMENT INCLUDE SUMMARIES OF THE PROVISIONS CONTAINED IN THE PLAN AND IN THE DOCUMENTS REFERRED TO IN THE PLAN. THE STATEMENTS CONTAINED IN THIS DISCLOSURE STATEMENT DO NOT PURPORT TO BE PRECISE OR COMPLETE STATEMENTS OF ALL THE TERMS AND PROVISIONS OF THE PLAN OR DOCUMENTS REFERRED TO IN THE PLAN, AND REFERENCE IS MADE TO THE PLAN AND TO SUCH DOCUMENTS FOR THE FULL AND COMPLETE STATEMENT OF SUCH TERMS AND PROVISIONS OF THE PLAN OR DOCUMENTS REFERRED TO IN THE PLAN.

THE PLAN ITSELF AND THE DOCUMENTS IN THE PLAN CONTROL THE ACTUAL TREATMENT OF CLAIMS AND INTERESTS UNDER THE PLAN AND WILL, UPON THE OCCURRENCE OF THE EFFECTIVE DATE, BE BINDING UPON, AMONG OTHER ENTITIES, ALL HOLDERS OF CLAIMS AND INTERESTS, THE REORGANIZED DEBTORS, ALL ENTITIES RECEIVING PROPERTY UNDER THE PLAN, AND OTHER PARTIES IN INTEREST. IN THE EVENT OF ANY CONFLICT BETWEEN THIS DISCLOSURE STATEMENT AND THE PLAN OR ANY OTHER OPERATIVE DOCUMENT, THE TERMS OF THE PLAN AND SUCH OTHER OPERATIVE DOCUMENT SHALL CONTROL.

B. Overall Structure of the Plan

The Plan will result in a substantial deleveraging of the Company upon emergence from chapter 11 and will provide the Company with ample liquidity to continue operations as a going concern. In general, the Plan contemplates the reorganization of the Debtors through an equity investment by the Plan Sponsor in exchange for 80% of the New Common Units of Reorganized Ryckman, with the remaining New Common Units to be issued to the Liquidating Trust to make

distributions to certain Creditors under the Plan, and certain Cash from the Plan Sponsor Cash Consideration to be used to make Cash payments pursuant to the Plan.

C. Administrative Expenses and Priority Claims

1. Administrative Claims

(a) Except to the extent that the Debtors or the Reorganized Debtors, as applicable, and a Holder of an Allowed Administrative Claim agree to a less favorable treatment, and subject to the provisions of Article IX of the Plan, a Holder of an Allowed Administrative Claim (other than a Professional Claim, which shall be subject to Article 2.3 of the Plan) shall receive, in full satisfaction, settlement, release, and discharge of, and in exchange for, such Administrative Claim, on the Initial Distribution Date and each Periodic Distribution Date its Pro Rata share, relative to all Cash-Settled Claims, of the Available Cash as of such date, the cumulative amount of which Cash payments shall equal the unpaid portion of such Allowed Administrative Claim.

(b) Other than Holders of (i) Professional Claims, (ii) Administrative Claims Allowed by an order of the Bankruptcy Court on or before the Effective Date, or (iii) Ordinary Course Administrative Claims that are not Disputed, no distribution shall be made on account of any Administrative Claim unless the Holder thereof shall have filed an Administrative Claim Request Form no later than the Administrative Claims Bar Date and such Claim shall have become an Allowed Claim (or, for any Section 503(b)(9) Claim, the Holder of such Section 503(b)(9) Claim shall have filed a Proof of Claim no later than the applicable Bar Date and such Claim shall have become an Allowed Claim). Except as otherwise provided herein and as set forth in Articles 2.2 or 2.3 of the Plan, all requests for payment of an Administrative Claim must be filed, in substantially the form of the Administrative Claim Request Form contained in the Plan Supplement, with the Claims, Noticing, and Solicitation Agent and served on counsel for the Debtors or the Reorganized Debtors, as applicable, no later than the Administrative Claims Bar Date. Any request for payment of an Administrative Claim pursuant to Article 2.1 of the Plan that is not timely filed and served shall be Disallowed automatically without the need for any objection from the Reorganized Debtors. The Reorganized Debtors may settle an Administrative Claim without further Bankruptcy Court approval and the Claims, Noticing, and Solicitation Agent shall be able to rely on the Reorganized Debtors representation of such settlement to adjust the claims register accordingly without further Bankruptcy Court approval. In the event that the Reorganized Debtors object to an Administrative Claim and there is no settlement, the Bankruptcy Court shall determine the Allowed amount of such Administrative Claim.

2. DIP Facility Claims

(a) **First-Out DIP Facility Claims.** In full and final satisfaction, settlement, release, and discharge of and in exchange for each and every First-Out DIP Facility Claim, each Holder of a First-Out DIP Facility Claim shall receive (i) on the Initial Distribution Date and/or any Periodic Distribution Date, any Cash returned to the Debtors or the Reorganized Debtors from the Utility Deposit Account; (ii) on the Initial Distribution Date and each Periodic Distribution Date, Cash payments in accordance with Article 9.2 of the Plan.

(b) **Other DIP Facility Claims.** In full and final satisfaction, settlement, release, and discharge of and in exchange for each and every Other DIP Facility Claim, each Holder of an Other DIP Facility Claim shall receive (i) on the Trust Distribution Date, its Pro Rata share of the DIP Common Units and (ii) on the first Periodic Distribution Date occurring after all Cash-Settled Claims have been paid in full in Cash, the Plan Sponsor Excess Consideration.

3. Professional Claims

(a) **Final Fee Applications.** All final requests for payment of Professional Claims and requests for reimbursement of expenses, including for members of the Creditors' Committee, must be filed no later than 45 days after the Effective Date, unless extended by the Reorganized Debtors in their sole discretion. After notice and a hearing in accordance with the procedures established by the Bankruptcy Code, the Bankruptcy Rules, and prior orders of the Bankruptcy Court, the Allowed amounts of such Professional Claims shall be determined by the Bankruptcy Court.

(b) **Estimation of Fees.** Before or as soon as reasonably practicable after the Effective Date, a Professional seeking payment of estimated, unbilled amounts through the Effective Date shall submit a detailed invoice or fee estimate covering such period to counsel for the Debtors, counsel for the DIP Agent, and counsel for the Creditors' Committee (and after the Effective Date, the Liquidating Trustee), and all rights of the Debtors, the DIP Agent, and the Creditors' Committee (and after the Effective Date, the Liquidating Trustee) to object to final allowance of Professionals' fees and expenses are reserved. All estimated fees and expenses submitted by the Professionals shall constitute Holdback Escrow Amounts and shall be deposited in the Holdback Escrow Account from time to time pursuant to Article 2.3(c) of the Plan.

(c) **Payment of Interim Amounts.** On the Initial Distribution Date and each Periodic Distribution Date, the Reorganized Debtors shall determine each Professional's Pro Rata share of the Available Cash as of such date in accordance with Article 9.2(a) of the Plan and (i) pay the portion thereof that does not constitute a Holdback Escrow Amount to the applicable Professional and (ii) deposit the portion thereof that constitutes a Holdback Escrow Amount in the Holdback Escrow Account.

(d) **Holdback Escrow Account.** The Reorganized Debtors shall fund the Holdback Escrow Account in Cash on the Initial Distribution Date and each applicable Periodic Distribution Date thereafter as specified in Article 2.3(c) of the Plan. The Distribution Agent shall maintain the Holdback Escrow Account in trust for the Professionals with respect to whom fees have been held back pursuant to the Professional Fee Order and shall not be used for any purpose other than to pay the Allowed Professional Claims, except as set forth in the final sentence of Article 2.3(d) of the Plan. No amounts shall be paid from the Holdback Escrow Account to any Professional unless and until the Professional's final fee application is Allowed by a Final Order of the Bankruptcy Court. When all Professional Claims have been paid in full in the amounts Allowed by Final Order of the Bankruptcy Court, amounts remaining in the Holdback Escrow Account, if any, shall be paid to the Liquidating Trust.

(e) **Post-Effective Date Retention.** On the Effective Date, any requirement that Professionals comply with Bankruptcy Code sections 327 through 331 in seeking retention or compensation for services rendered after such date shall terminate, and the Reorganized Debtors shall employ and pay Professionals in the ordinary course of business (including the fees and expenses incurred by Professionals in preparing, reviewing, prosecuting, defending, or addressing any issues with respect to final fee applications).

4. Priority Tax Claims

(a) **General Provisions for the Treatment of Priority Tax Claims.** On the later of (i) the Initial Distribution Date or (ii) the first Periodic Distribution Date occurring after the later of (A) 30 days after the date when a Priority Tax Claim becomes an Allowed Priority Tax Claim or (B) 30 days after the date when a Priority Tax Claim becomes payable pursuant to any agreement between the Debtors (or the Liquidating Trust) and the Holder of such Priority Tax Claim, except to the extent that the Debtors (or Liquidating Trust) and a Holder of an Allowed Priority Tax Claim agree to a less favorable treatment, each Holder of an Allowed Priority Tax Claim due and payable on or before the Effective Date shall receive one of the following treatments on account of such Claim: (1) Cash in an amount equal to the amount of such Allowed Priority Tax Claim, (2) Cash in an amount agreed to by the Debtors (or the Liquidating Trust) and such Holder, provided, however, that such parties may further agree for the payment of such Allowed Priority Tax Claim to occur at a later date, or (3) at the sole option of the Liquidating Trust, Cash in the aggregate amount of such Allowed Priority Tax Claim payable in installment payments over a period of not more than five years after the Petition Date pursuant to Bankruptcy Code section 1129(a)(9)(C). To the extent any Allowed Priority Tax Claim is not due and owing on the Effective Date, such Claim shall be paid in full in Cash in accordance with the terms of any agreement between the Debtors and the Holder of such Claim, or as may be due and payable under applicable non-bankruptcy law or in the ordinary course of business.

(b) **Special Provisions Relating to Uinta County and Uinta County Tax Claims.**

(i) Notwithstanding Article 2.4(a) of the Plan, Uinta County shall receive, in full and final satisfaction, settlement, release, and discharge of and in exchange for each Allowed Uinta County Tax Claim, on the Initial Distribution Date and each Periodic Distribution Date Cash payments in accordance with Article 9.2 of the Plan.

(ii) The Uinta County Tax Claim for tax year 2015 is an Allowed Claim as of the Petition Date in the amount of $1,460,462.28, inclusive of accrued and unpaid interest through the Petition Date; provided, however, that, pursuant to the laws of Wyoming, the Debtors or the Liquidating Trust, as applicable, may seek relief from the assessed, levied, or collected 2015 taxes, including interest due thereon, pursuant to applicable non-bankruptcy law, subject to Uinta County's right to defend against such claims or objections. Any claim for relief from the assessed, levied, or collected 2015 tax and interest thereon must be filed in an appropriate judicial or administrative forum in Wyoming no later than three hundred and sixty-five (365) days after the Effective Date, but nothing in the Plan will be construed as stipulating to modify, amend, or extend any statutory requirements for asserting such claim or

objection pursuant to Wyoming law, and the rights of Uinta County to contest such an action are expressly preserved; provided further, however, that Uinta County has asserted a Claim of $392,969.23 for interest arising on account of taxes for tax year 2015 that the Debtors dispute. The Debtors or the Liquidating Trust, as applicable, reserve the right to object to the Allowance of postpetition interest on the Uinta County Tax Claim for tax year 2015 pursuant to the procedures set forth in Article VIII of the Plan, except that such objection must be filed no later than three hundred and sixty-five (365) days after the Effective Date, and Uinta County reserves its right to defend against any such objection. In calculating Uinta County's Pro Rata share of the Available Cash on the Initial Distribution Date and each Periodic Distribution Date, the Liquidating Trustee shall account for the notional accrual of postpetition interest on such Claim at the rate and on the terms prescribed by applicable non-bankruptcy law and shall deposit the portion of Uinta County's Pro Rata share of the Available Cash allocable to such postpetition interest in the Disputed Claims Reserve in accordance with Article 9.2 of the Plan, pending the Allowance or Disallowance of such postpetition interest, and in the event that no objection to the Claim for postpetition interest is timely filed or the Claim for postpetition interest is allowed, the Liquidating Trustee shall make such distribution on account of all postpetition interest in accordance with Article 9.2 of the Plan.

(iii) The Uinta County Tax Claim for tax year 2016 is an Allowed Claim in the amount and on the terms set forth in the Order Under Bankruptcy Code Section 105(a) and Bankruptcy Rule 9019 Approving the Settlement Between the Debtors and Uinta County Wyoming, entered on July 19, 2017 [Docket No. 1124]. In calculating the Pro Rata share of the Available Cash allocable to such Claim as of any Distribution Date, the Liquidating Trustee shall account for, and make distributions to Uinta County that include, the accrual of interest at the interest rate specified in such order.

(iv) The Uinta County Tax Claim for tax year 2017 is an Allowed Administrative Claim to the extent set forth in the Order Under Bankruptcy Code Section 105(a) and Bankruptcy Rule 9019 Approving the Settlement Between the Debtors and the Uinta County, Wyoming Assessor, entered on August 30, 2017 [Docket No. 1166] in the amount of $646,285.05. In calculating the Pro Rata share of the Available Cash allocable to such Claim as of any Distribution Date, the Liquidating Trustee shall account for, and make distributions to Uinta County that in include, the accrual of interest at the rate and on the terms prescribed by applicable non-bankruptcy law.

(v) Notwithstanding Uinta County's consent to having its Allowed Claims paid as unsecured priority claims, nothing in the Plan, including Article 10.11 of the Plan, shall be deemed to affect or otherwise impair Uinta County's security interest in the Debtors' personal property subject to assessment and ad valorem tax effective as of January 1 of the year for which each tax was originally due to the extent such security interest is a Permitted Senior Lien; provided, however, that Uinta County shall forbear from taking any action to enforce such security interest unless and until one of the following events occurs: (A) the Plan Sponsor defaults upon its obligations under the Plan Sponsor Note, and such default has either not been cured within sixty (60) days from the occurrence of event of default or Uinta County has not waived such default, (B) the Debtors' case converts to chapter 7, or (C) one or more of the Reorganized Debtors becomes the subject of a voluntary or involuntary petition under the Bankruptcy Code or other insolvency proceeding, including a receivership or assignment for the

benefit of creditors. The Debtors and the Liquidating Trust, as applicable, and Uinta County reserve their respective rights and defenses as to whether Uinta County's security interest is a Permitted Senior Lien. Upon the occurrence of an event described in clause (A), (B), or (C) above, (1) the Liquidating Trust may commence an appropriate proceeding in the Bankruptcy Court (or, in the event of a subsequent bankruptcy proceeding as described in clause (B) or (C) above, in the bankruptcy court presiding over such subsequent proceeding) to determine whether Uinta County's security interest is a Permitted Senior Lien based upon applicable non-bankruptcy law; (2) in the event that the Liquidating Trust commences an appropriate proceeding in the Bankruptcy Court within five (5) Business Days thereafter, Uinta County shall forbear from taking any action to enforce its security interests pending a determination whether Uinta County's security interest is a Permitted Senior Lien; and (3) the Liquidating Trust shall not distribute to the Liquidating Trust Beneficiaries the proceeds of any exercise of remedies against Reorganized Ryckman, in respect of its guaranty of the Plan Sponsor Note, prior to a determination whether Uinta County's security interest is a Permitted Senior Lien.

(vi) Nothing in the Plan shall affect or impair Uinta County's rights to assert a claim for taxes for 2018, including the right to assert a security interest, effective January 1, 2018, in accordance with applicable non-bankruptcy law, or to exercise its rights on account of such claim.

D. Classification, Treatment, and Voting of Claims and Interests

1. Classification of Claims and Interests

(a) The Plan is a single plan of reorganization for the jointly administered Chapter 11 Cases, but does not constitute a substantive consolidation of the Debtors' Estates for voting purposes. The Plan, though proposed jointly, constitutes a separate plan for each of the Debtors for voting purposes. Therefore, all Claims against and Interests in a particular Debtor are placed in the Classes set forth below with respect to such Debtor. Classes that are not applicable as to a particular Debtor or group of Debtors shall be eliminated as set forth more fully in Article 5.3 of the Plan. In accordance with Bankruptcy Code section 1123(a)(1), Administrative Claims (including Professional Claims), DIP Facility Claims, and Priority Tax Claims of the kinds specified in Bankruptcy Code sections 507(a)(1) and 507(a)(8) have not been classified and their treatment is set forth in Article II of the Plan.

(b) Pursuant to Bankruptcy Code sections 1122 and 1123, set forth below is a designation of classes of Claims against and Interests in the Debtors. A Claim or Interest is placed in a particular Class for the purposes of voting on the Plan and, to the extent applicable, receiving distributions pursuant to the Plan only to the extent that such Claim or Interest is an Allowed Claim or an Allowed Interest in that Class and such Claim or Interest has not been paid, released, or otherwise settled prior to the Effective Date.

(c) Claims and Interests are divided into numbered Classes as set forth below:

Class	Claim or Interest	Status	Voting Rights
1	Statutory Lien Claims	Impaired	Entitled to Vote
2	Other Priority Claims	Unimpaired	Deemed to Accept
3	Unsecured Claims	Impaired	Entitled to Vote
4	Intercompany Claims	Impaired	Deemed to Reject
5	Subordinated Claims	Impaired	Deemed to Reject
6	Interests	Impaired	Deemed to Reject

E. Provision for Treatment of Claims and Interests

1. Class 1 –Statutory Lien Claims

(a) Classification: Class 1 consists of all Statutory Lien Claims.

(b) Treatment:

(i) Each Holder of a Disputed Class 1 Claim (that is, for the avoidance of doubt, the asserted Statutory Lien Claim of a Purported Lienholder prior to the Priority Determination Date) that validly exercises its Class 1 Election on its voting ballot shall receive its Pro Rata share of the Class 1 Settlement Pool (relative to all Holders entitled to make such election, even if less than all such Holders actually make such election), unless, for the avoidance of doubt, such Holder's Class 1 Election is deemed null and void pursuant to the proviso set forth in Article 1.26 of the Plan.

(ii) Except as otherwise provided in and subject to Article 9.5 of the Plan, and except to the extent that a Holder of an Allowed Class 1 Claim (A) has validly exercised its Class 1 Election on its voting ballot (as such election has not been deemed null and void pursuant to the proviso set forth in Article 1.26 of the Plan) or (B) agrees to a less favorable treatment, in full and final satisfaction, settlement, release, and discharge of and in exchange for each and every Allowed Class 1 Claim, the Liquidating Trust shall, on the Priority Determination Date, assume such Allowed Class 1 Claim and grant each Holder thereof a Purported Lienholder Replacement Lien, which (1) shall attach to the Liquidating Trust Assets other than the Liquidating Trust Funds with the same validity, force, and effect that the Lien securing such Allowed Class 1 Claim had against the collateral securing such Allowed Class 1 Claim as of the Effective Date and (2) shall be immediately enforceable by the Holder thereof pursuant to applicable non-bankruptcy law; provided, however, that neither the Liquidating Trustee nor the Liquidating Trust Beneficiaries shall have any personal liability thereon. For the avoidance of doubt, on the Effective Date, all Liens and security interests asserted by the Purported Lienholders shall be deemed discharged, cancelled, and released and shall be of no further force and effect.

(c) Voting: Class 1 is Impaired, and Holders of Allowed Class 1 Claims are entitled to vote to accept or reject the Plan. The vote of a Holder of an Allowed Class 1 Claim that elects treatment in a different Class on its Ballot shall be counted in the Class into which such Holder elects.

2. Class 2 – Other Priority Claims

(a) Classification: Class 2 consists of all Other Priority Claims.

(b) Treatment: Except as otherwise provided in and subject to Article 9.5 of the Plan, and except to the extent that a Holder of an Allowed Class 2 Claim agrees to a less favorable treatment, in full and final satisfaction, settlement, release, and discharge of and in exchange for each and every Allowed Class 2 Claim, each Holder of an Allowed Class 2 Claim shall be paid in full in Cash on the first Periodic Distribution Date occurring after the later of (a) the Effective Date and (b) 30 days after the date when a Class 2 Claim becomes an Allowed Claim; provided, however, that Other Priority Claims that arise in the ordinary course of the Debtors' business and which are not due and payable on or before the Effective Date shall be paid in the ordinary course of business.

(c) Voting: Class 2 is Unimpaired, and Holders of Allowed Class 2 Claims are conclusively presumed to have accepted the Plan pursuant to Bankruptcy Code section 1126(f). Therefore, Holders of Class 2 Claims are not entitled to vote to accept or reject the Plan.

3. Class 3 – Unsecured Claims

(a) Classification: Class 3 consists of all Unsecured Claims, including all Prepetition Credit Agreement Claims and all General Unsecured Claims.

(b) Treatment: Except to the extent that a Holder of an Allowed Class 3 Claim agrees to a less favorable treatment, in full and final satisfaction, settlement, release, and discharge of and in exchange for each and every Allowed Class 3 Claim, each Holder of an Allowed Class 3 Claim shall receive on the Trust Distribution Date on account of such Class 3 Claim its Pro Rata share of the Class 3 Common Units.

(c) Voting: Class 3 is Impaired, and Holders of Allowed Class 3 Claims are entitled to vote to accept or reject the Plan.

4. Class 4 – Intercompany Claims

(a) Classification: Class 4 consists of all Intercompany Claims.

(b) Treatment: On the Effective Date, all net Class 4 Claims (taking into account any setoffs of Intercompany Claims) shall be released, waived, and discharged without payment or distribution.

(c) Voting: Class 4 is Impaired, and Holders of Class 4 Claims are deemed to have rejected the Plan pursuant to Bankruptcy Code section 1126(g). Therefore, Holders of Class 4 Claims are not entitled to vote to accept or reject the Plan.

5. Class 5 – Subordinated Claims

(a) Classification: Class 5 consists of all Subordinated Claims.

(b) Treatment: Holders of Class 5 Claims shall not receive any distributions on account of such Class 5 Claims, and on the Effective Date all Class 5 Claims shall be released, waived, and discharged.

(c) Voting: Class 5 is Impaired, and Holders of Class 5 Claims are deemed to have rejected the Plan pursuant to Bankruptcy Code section 1126(g). Therefore, Holders of Class 5 Claims are not entitled to vote to accept or reject the Plan.

6. Class 6 – Interests

(a) Classification: Class 6 consists of all Interests.

(b) Treatment: On the Effective Date, Class 6 Interests shall be deemed automatically cancelled, released, and extinguished without further action by the Debtors or the Reorganized Debtors and the obligations of the Debtors and the Reorganized Debtors thereunder shall be discharged and the Holders of Class 6 Interests shall not receive or retain any property or interests on account of such Class 6 Interest.

(c) Voting: Class 6 is Impaired, and Holders of Class 6 Interests are deemed to have rejected the Plan pursuant to Bankruptcy Code section 1126(g). Therefore, Holders of Class 6 Interests are not entitled to vote to accept or reject the Plan.

F. Acceptance

1. Classes Entitled to Vote

Classes 1 and 3 are Impaired and are entitled to vote to accept or reject the Plan. By operation of law, Class 2 Unimpaired and is deemed to have accepted the Plan and is not entitled to vote. By operation of law, Classes 4–6 are deemed to have rejected the Plan and are not entitled to vote.

2. Acceptance by Impaired Classes

An Impaired Class of Claims shall have accepted the Plan if, not counting the vote of any Holder designated under Bankruptcy Code section 1126(e), (a) the Holders of at least two-thirds in amount of the Allowed Claims actually voting in the Class have voted to accept the Plan and (b) the Holders of more than one-half in number of the Allowed Claims actually voting in the Class have voted to accept the Plan.

3. Elimination of Classes

To the extent applicable, any Class that does not contain any Allowed Claims or any Claims temporarily allowed for voting purposes under Bankruptcy Rule 3018, as of the date of commencement of the Confirmation Hearing, shall, for each applicable Debtor, be deemed to have been deleted from the Plan for purposes of (a) voting to accept or reject the Plan and (b) determining whether it has accepted or rejected the Plan under Bankruptcy Code section 1129(a)(8).

4. Deemed Acceptance if No Votes Cast

If no Holders of Claims eligible to vote in a particular Class vote to accept or reject the Plan, the Plan shall be deemed accepted by the Holders of such Claims in such Class.

5. Cramdown

To the extent necessary, the Debtors shall request Confirmation of the Plan, as it may be modified from time to time in accordance with the terms hereof, under Bankruptcy Code section 1129(b). The Debtors reserve the right to modify, amend, or withdraw the Plan, with respect to all Debtors or any individual Debtor or group of Debtors to the extent, if any, that Confirmation pursuant to Bankruptcy Code section 1129(b) requires modification.

6. Allowance of Prepetition Credit Agreement Claims

All Prepetition Credit Agreement Claims are hereby Allowed in the aggregate principal amount of $310 million, exclusive of accrued and unpaid interest, fees, and other obligations under the Prepetition Credit Agreement.

G. Means for Implementation of the Plan

1. [Reserved]

2. General Settlement of Claims and Interests

Pursuant to Bankruptcy Code section 1123 and Bankruptcy Rule 9019, and in consideration for the classification, distributions, releases, and other benefits provided under the Plan, on the Effective Date, the provision of the Plan shall constitute a good-faith compromise and settlement of all Claims and Interests and controversies resolved pursuant to the Plan.

3. Plan Funding

(a) **Plan Sponsor Funding.** Distributions under the Plan and Reorganized Ryckman's operations after the Effective Date will be funded from the following sources:

(i) Plan Sponsor Cash Consideration. Pursuant to and on the terms set forth in the Plan Sponsor Agreement, the Plan Sponsor shall pay Cash to the Reorganized Debtors in the amount of the Plan Sponsor Cash Consideration to make the Cash distributions specified in Article II and Article IV of the Plan.

(ii) Plan Sponsor Working Capital Commitment. Pursuant to and on the terms set forth in the Plan Sponsor Agreement, the Plan Sponsor Working Capital Commitment shall be available to fund capital expenditures and working capital for Reorganized Ryckman from and after the Effective Date.

(b) **Other Plan Funding.** Other than as set forth in Article 6.3(a) of the Plan, all Cash necessary for the Reorganized Debtors to make payments required by the Plan

shall be obtained from the Debtors' Cash balances then on hand and/or Cash from business operations, after giving effect to the transactions contemplated herein.

4. Authorization and Issuance of New Common Units

(a) On the Effective Date, Reorganized Ryckman shall authorize and issue the New Common Units in accordance with the Plan (including the Plan Supplement) and the Plan Sponsorship Transaction Documents. Distribution of the New Common Units hereunder shall constitute issuance of 100% of the New Common Units, and such issuances shall be deemed to have occurred on the Effective Date. The issuance of New Common Units by Reorganized Ryckman is authorized without the need for any further corporate action or without any further action by the Debtors or the Reorganized Debtors, as applicable.

(b) The New Common Units issued pursuant to the Plan shall be duly authorized, validly issued, fully paid, and non-assessable, and the holders of New Common Units shall not be required to execute the Reorganized Ryckman LLC Agreement before receiving their respective distributions of New Common Units under the Plan. Any such Entities who do not execute the Reorganized Ryckman LLC Agreements shall be automatically deemed to have accepted the terms of the Reorganized Ryckman LLC Agreement (in their capacity as membership unit holders of Reorganized Ryckman) and to be parties thereto without further action. The Reorganized Ryckman LLC Agreement shall be adopted on the Effective Date and shall be deemed to be valid, binding, and enforceable in accordance with its terms, and each holder of New Common Units shall be bound thereby.

(c) On the Effective Date, none of the New Common Units will be registered under the Securities Act or listed on a national securities exchange, the Reorganized Debtors will not be reporting companies under the Exchange Act; and the Reorganized Debtors shall not be required to and will not file reports with the Securities and Exchange Commission or any other entity or party. The Reorganized Debtors shall not be required to file monthly operating reports with the Bankruptcy Court after the Effective Date. To prevent the Reorganized Debtors from becoming subject to the reporting requirements of the Exchange Act, except in connection with a public offering, the New Corporate Governance Documents may impose certain trading restrictions, and the New Common Units will be subject to certain transfer and other restrictions pursuant to the New Corporate Governance Documents designed to maintain the Reorganized Debtors as private, non-reporting companies.

5. Exemption from Securities Act Registration Requirements

The offering, issuance, and distribution of any Securities pursuant to the Plan and any and all settlement agreements incorporated therein will be exempt from the registration requirements of Section 5 of the Securities Act pursuant to Bankruptcy Code section 1145, section 4(a)(2) of the Securities Act, or any other available exemption from registration under the Securities Act, as applicable. Section 4(a)(2) of the Securities Act exempts transactions not involving a public offering, and section 506 of Regulation D of the Securities Act provides a safe harbor under section 4(a)(2) for transactions that meet certain requirements. In addition, under Bankruptcy Code section 1145, if applicable, any Securities issued pursuant to the Plan and any and all settlement agreements incorporated therein will be freely transferable under the Securities Act by

the recipients thereof, subject to (a) the provisions of Bankruptcy Code section 1145(b)(1) relating to the definition of an underwriter in section 2(a)(11) of the Securities Act, and compliance with any applicable state or foreign securities laws, if any, and the rules and regulations of the United States Securities and Exchange Commission, if any, applicable at the time of any future transfer of such Securities or instruments; (b) the restrictions, if any, on the transferability of such Securities and instruments in the governing documents to such Securities; and (c) any other applicable regulatory approval. In reliance upon these exemptions, the offer, issuance, and distribution of Securities will not be registered under the Securities Act or any applicable state blue-sky laws, and may not be transferred, encumbered, or otherwise disposed of in the absence of such registration or an exemption therefrom under the Securities Act or under such laws and regulations thereunder. Accordingly, the Securities may be subject to restrictions on transfer as set forth in the governing documents to such Securities.

6. Cancellation of the DIP Facility and the Prepetition Credit Facility and Interests

On the Effective Date, except to the extent otherwise provided in the Plan, all notes, instruments, certificates, and other documents evidencing or creating any indebtedness or obligation of or ownership in the Debtors shall be cancelled, including, but not limited to (a) all notes, instruments, certificates, and other documents evidencing the DIP Facility, (b) all notes, instruments, certificates, and other documents evidencing the Prepetition Credit Agreement Claims, (c) the Old AAL, (d) the Old Disbursement Agreement, and (e) Interests, and the obligations in any way related thereto (including the foregoing items (a), (b), (c), (d), and (e)) shall be fully satisfied, released, and discharged.

7. Liens

(a) **Release of Liens.** Except as otherwise provided in the Plan, or in any contract, instrument, release, or other agreement or document created pursuant to the Plan, on the Effective Date, all mortgages, deeds of trust, Liens, pledges, or other security interests against any property of the Estates shall be fully released and discharged and all of the right, title, and interest of any Holder of such mortgages, deeds of trust, Liens, pledges, or other security interests shall revert to and vest in the Reorganized Debtors and their successors and assigns free and clear of all Liens, Claims, and liabilities to the fullest extent permitted by Bankruptcy Code sections 365 and 1141(c).

(b) **Plan Sponsor Note.** As of the Effective Date, without any further action by any person, the Liens and security interests granted by Reorganized Ryckman to secure its guarantee of the Plan Sponsor Note shall constitute legal, valid, and enforceable Liens and security interests in the assets of the Reorganized Debtors as set forth in the applicable Plan Sponsorship Transaction Documents. The Liquidating Trust is authorized to file with the appropriate authorities financing statements and other documents or to take possession of or control over or take any other action in order to evidence, validate, and perfect such Liens and security interests, and Reorganized Ryckman is authorized to execute and deliver to the Liquidating Trust any such agreements, financing statements, instruments, and other documents, or obtain all governmental approvals and consents the Liquidating Trust may reasonably request or that are required to establish and perfect such Liens and security interests under the provisions

of the applicable state, federal, or other law (whether domestic or foreign) that would be applicable in the absence of the Plan and the Confirmation Order, and is authorized to cooperate to make all other filings and recordings that otherwise would be reasonably necessary under applicable law to perfect and/or give notice of such Liens and security interests to third parties. Whether such perfection documents are filed prior to, on, or after the Effective Date (i) such perfection documents will be valid, binding, enforceable, and in full force and effect as of the Effective Date and (ii) the Liens and security interests granted under or in connection with the Plan Sponsorship Transaction Documents will become valid, binding, and enforceable obligations of Reorganized Ryckman as of the Effective Date.

8. Issuance of New Securities; Execution of Plan Documents

Except as otherwise provided in the Plan, on or as soon as reasonably practicable after the Effective Date, the Reorganized Debtors shall issue all Securities, notes, instruments, certificates, and other documents required to be issued pursuant to the Plan.

9. Continued Corporate Existence

Except as otherwise provided in the Plan, including Articles 6.10 and 6.11, the Debtors shall continue to exist after the Effective Date as separate entities, the Reorganized Debtors, with all the powers of limited liability companies under applicable law in the jurisdictions in which the Debtors have been formed, and pursuant to their certificates of formation and limited liability company agreements or other organizational documents in effect prior to the Effective Date, except to the extent such certificates of formation and limited liability company agreements or other organization documents are amended and restated by the Plan, including pursuant to Article 6.13, without prejudice to any right to terminate such existence (whether by merger or otherwise) under applicable law after the Effective Date. To the extent such documents are amended, such documents are deemed to be amended pursuant to the Plan without any further notice to or action, order, or approval of the Bankruptcy Court or any other court of competent jurisdiction (other than the requisite filings required under applicable state, provincial, or federal law).

10. Restructuring Transactions

(a) On or following the Confirmation Date, the Debtors or Reorganized Debtors, as the case may be, shall take such actions as may be necessary or appropriate to effect the relevant restructuring transactions as set forth in the Plan and the Plan Transaction Documents, and may take other actions on or after the Effective Date.

(b) Prior to, on, or after the Effective Date, and pursuant to the Plan, the Reorganized Debtors shall enter into the restructuring transactions described herein and in the Disclosure Statement and the Plan Transaction Documents. The Debtors or the Reorganized Debtors, as applicable, shall take any actions as may be necessary or appropriate to effect a restructuring of the Debtors' businesses or the overall organizational structure of the Reorganized Debtors. The restructuring transactions may include one or more restructurings, conversions, dissolutions, or transfers as may be determined by the Debtors to be necessary or appropriate, including the dissolution of Peregrine Midstream, Peregrine Rocky Mountains, and

Holdings as contemplated under Article 6.11 of the Plan. The actions taken by the Debtors or the Reorganized Debtors, as applicable, to effect the restructuring transactions may include: (i) the consummation of the Plan Sponsorship Transaction and the entry into and delivery of the applicable Plan Sponsorship Transaction Documents; (ii) the execution, delivery, adoption, and/or amendment of appropriate agreements or other documents of restructuring, conversion, disposition, or transfer containing terms that are consistent with the terms of the Plan, the Disclosure Statement, the Plan Transaction Documents, and any ancillary documents and that satisfy the applicable requirements of applicable state law and any other terms to which the applicable parties may agree; (iii) the execution, delivery, adoption, and/or amendment of appropriate instruments of transfer, assignment, assumption, or delegation of any asset, property, right, liability, debt, or obligation on terms consistent with the terms of the Plan, the Disclosure Statement, the Plan Transaction Documents, and any ancillary documents and having other terms for which the applicable parties may agree; (iv) the filing of appropriate certificates of formation, merger, consolidation, dissolution, or conversion pursuant to applicable state law, including but not limited to an amended certificate of formation and LLC agreement with the appropriate governmental authorities; (v) the cancellation of membership units and warrants; and (vi) all other actions that the Debtors or the Reorganized Debtors, as applicable, determine to be necessary, desirable, or appropriate to implement, effectuate, and consummate the Plan or the restructuring transactions contemplated hereby, including making filings or recordings that may be required by applicable state law in connection with the restructuring transactions.

11. Dissolution of Certain of the Debtors

On the Effective Date of the Plan, Peregrine Midstream, Peregrine Rocky Mountains, and Holdings shall be deemed dissolved under applicable state law (by merger with and into Reorganized Ryckman or otherwise) for all purposes without the necessity for any other or further actions to be taken by or on behalf of such Entities or payments to be made in connection therewith; provided, however, the Debtors or the Reorganized Debtors, as applicable, may, but are not required, to take any actions it determines to be desirable to effectuate the foregoing.

12. Closing of the Chapter 11 Cases

On the Effective Date, pursuant to the Inactive Debtors Final Decree, the Chapter 11 Cases of the Debtors other than Ryckman shall be closed.

13. New Corporate Governance Documents

The New Corporate Governance Documents shall be adopted and amended as may be required so that they are consistent with the provisions of the Plan and otherwise comply with Bankruptcy Code section 1123(a)(6). After the Effective Date, the Reorganized Debtors may amend and restate the New Corporate Governance Documents and other constituent documents as permitted by applicable state limited liability company or other comparable alternative law, as applicable, and their certificates of formation and limited liability company operating agreements.

14. LLC Managers and Officers of the Reorganized Debtors

On the Effective Date, the term of the current members of the board of managers of Peregrine Midstream and Ryckman shall expire. On the Effective Date, the New Ryckman Board shall be appointed. On and after the Effective Date, each officer of Reorganized Ryckman shall serve pursuant to the terms of the New Corporate Governance Documents and applicable state corporation law or alternative comparable law, as applicable.

15. Corporate Action

(a) Each of the matters provided for under the Plan involving the corporate structure of the Debtors or the Reorganized Debtors or corporate action to be taken by or required of the Debtors or the Reorganized Debtors shall, as of the Effective Date, be deemed to have occurred and be effective as provided herein, and shall be authorized, approved, and to the extent taken prior to the Effective Date, ratified in all respects without any requirement of further action by members, Creditors, or managers of the Debtors or the Reorganized Debtors. Such actions may include (i) the adoption and filing of the New Corporate Governance Documents, (ii) the appointment of the New Ryckman Board, as applicable, (iii) the issuance and distribution of New Common Units, (iv) creation of the Liquidating Trust, as applicable, (v) the dissolution of Peregrine Midstream, Peregrine Rocky Mountains, and Holdings, (vi) the consummation of the Plan Sponsorship Transaction, and (vii) all other actions contemplated by the Plan (whether to occur before, on, or after the Effective Date).

(b) (i) The Liquidating Trustee shall be responsible for preparing or causing to be prepared, in its sole discretion, and filing all tax returns required to be filed by Peregrine Midstream and Ryckman following the Effective Date and distributing Schedules K-1 to Holders of Interests in Peregrine Midstream and Ryckman, as applicable; (ii) Reorganized Ryckman and the Liquidating Trustee shall be entitled to participate in all tax proceedings with respect to the tax returns of Peregrine Midstream and Ryckman following the Effective Date to the extent such proceedings could adversely affect Reorganized Ryckman or the Liquidating Trust, respectively; and (iii) the Liquidating Trust shall be responsible for and shall bear all costs and expenses incurred in connection with preparation and filing of such tax returns and preparation and mailing of Schedules K-1, and for the conduct of any such tax proceeding.

16. Effectuating Documents; Further Transactions

On and after the Effective Date, the Reorganized Debtors, and the officers thereof and members of the New Ryckman Board, shall be authorized to and may issue, execute, deliver, file, or record such contracts, Securities, instruments, releases, indentures, and other agreements or documents, and take such actions as may be necessary or appropriate to effectuate, implement, and further evidence the terms and conditions of the Plan, or to otherwise comply with applicable law, in the name of and on behalf of the Reorganized Debtors, without the need for any approvals, authorizations, or consents except for those expressly required pursuant to the Plan.

17. Employment, Retirement, and Other Agreements and Employee Compensation Plans

(a) **Employment Agreements.** The Debtors shall assume or reject employment, severance (change in control), retirement, indemnification, or other agreements with their pre-Effective Date managers, officers, and employees in accordance with the provisions of Article VII of the Plan. If the Debtors do not list such agreement on the Schedule of Assumed Executory Contracts and Unexpired Leases in accordance with Article 7.1 of the Plan, such agreement shall be deemed rejected. The Reorganized Debtors may enter into new employment arrangements and/or change-in-control agreements with the Debtors' officers who continue to be employed after the Effective Date. On or after the Effective Date, the Reorganized Debtors may adopt, approve, and authorize the new employment arrangement and/or change in control agreement with respect to such officers of the Reorganized Debtors without further action, order, or approval of the New Ryckman Board. However, in no event are the Debtors seeking, nor is the Court approving, any management incentive plan or other executive compensation plan under section 503(c) of the Bankruptcy Code.

(b) **Other Incentive Plans and Employee Benefits.** Unless otherwise specified in the Plan or the Plan Transaction Documents (including the Plan Sponsor Agreement), and except in connection and not inconsistent with Article 6.17(a), on and after the Effective Date, the Reorganized Debtors shall (i) have the sole discretion to amend, adopt, assume, and/or honor, in the ordinary course of business or as otherwise provided herein, any contracts, agreements, policies, programs, and plans assumed pursuant to Article VII of the Plan for, among other things, compensation, pursuant to the terms thereof or hereof, including any incentive plan, 401(k) plan, health care benefits, disability benefits, deferred compensation benefits, savings, severance benefits, retirement benefits, welfare benefits, workers' compensation benefits, life insurance, and accidental death and dismemberment insurance for the managers, officers, and employees of the Debtors who served in such capacity from and after the Petition Date; and (ii) honor, in the ordinary course of business, Claims of employees employed as of the Effective Date for accrued vacation time arising prior to the Petition Date.

18. Causes Of Action

(a) **Release of Released Avoidance Actions.** The Debtors, the Reorganized Debtors, and the Liquidating Trust shall release and shall not retain the Released Avoidance Actions, effective upon any Avoidance Action becoming a Released Avoidance Action.

(b) **Preservation of Causes of Action.** In accordance with Bankruptcy Code section 1123(b)(3), the Liquidating Trust shall retain and may (but is not required to) enforce all rights to commence and pursue any and all Causes of Action that are not (i) released pursuant to Article 6.18(a) or Article 10.4 of the Plan; (ii) exculpated pursuant to Article 10.6 of the Plan; or (iii) any Causes of Action or categories of Causes of Action specifically enumerated in the Plan Supplement as Causes of Action that vest in, or are otherwise the responsibility of, Reorganized Ryckman, whether arising before or after the Petition Date, and such Causes of Action are preserved and shall vest in the Liquidating Trust as of the Effective Date. The Liquidating Trustee, in its sole and absolute discretion, shall determine whether to bring, settle, release, compromise, or enforce such Causes of Action (or decline to do any of the foregoing), and shall not be required to seek further approval of the Bankruptcy Court for such action. The Liquidating Trust or any successors may pursue such litigation claims in accordance with the

best interests of the Liquidating Trust or any successor holding such rights of action. No Entity may rely on the absence of a specific reference in the Plan, the Plan Supplement, or the Disclosure Statement to any Cause of Action against them as any indication that the Debtors or the Liquidating Trust will not pursue any and all available Causes of Action against them. The Debtors and the Liquidating Trust expressly reserve all rights to prosecute any and all Causes of Action against any Entity, except as otherwise provided in the Plan. Unless any Causes of Action against an Entity are expressly waived, relinquished, exculpated, released, compromised, or settled in the Plan or an order of the Bankruptcy Court, the Liquidating Trust or the Reorganized Debtors, as applicable, expressly reserve all Causes of Action for later adjudication, and, therefore, no preclusion doctrine, including the doctrines of res judicata, collateral estoppel, issue preclusion, claim preclusion, estoppel (judicial, equitable, or otherwise), or laches, shall apply to such Causes of Action upon, after, or as a consequence of, Confirmation or consummation of the Plan.

19. Reservation of Rights

With respect to any Cause of Action that the Debtors expressly abandon, if any, the Debtors, the Reorganized Debtors, or the Liquidating Trust, as applicable, reserve all rights, including the right under Bankruptcy Code section 502(d) to use defensively the abandoned Causes of Action as a basis to object to all or any part of a claim against any of the Estates asserted by a Creditor who obtains the benefit of the abandoned Cause of Action. Except as set forth in Article X of the Plan, nothing contained in the Plan shall constitute or be deemed a waiver or abandonment of any Cause of Action that the Debtors or any Entity may hold against insurers under any policies of insurance, nor shall anything contained herein constitute or be deemed a waiver by such insurers of any defenses, including coverage defenses, held by such insurers.

20. Exemption from Certain Transfer Taxes and Recording Fees

Pursuant to Bankruptcy Code section 1146(a), any transfers of property pursuant to the Plan shall not be subject to any document recording tax, stamp tax, conveyance fee, intangibles or similar tax, mortgage tax, stamp act, real-estate transfer tax, mortgage-recording tax, or other similar tax or governmental assessment to the fullest extent contemplated by Bankruptcy Code section 1146(a), and upon entry of the Confirmation Order, the appropriate state or local governmental officials or agents shall forgo the collection of any such tax or governmental assessment and accept for filing and recordation of any of the foregoing instruments or other documents without the payment of any such tax or governmental assessment.

21. Termination of Utility Deposit Account

On the Effective Date, the Utility Deposit Account created pursuant to Bankruptcy Code section 366 shall be automatically terminated, and funds therein vested in the Liquidating Trust. All deposits provided to utility providers under Bankruptcy Code section 366 shall be returned to the Liquidating Trust on the Effective Date and distributed by the Liquidating Trust to Holders of First-Out DIP Facility Claims as set forth in Article 2.2(a) of the Plan.

H. Unexpired Leases and Executory Contracts

1. Assumption of Executory Contracts and Unexpired Leases

(a) **Automatic Assumption.** Except as otherwise provided herein, each Executory Contract and Unexpired Lease shall be deemed automatically assumed pursuant to Bankruptcy Code sections 365 and 1123 as of the Effective Date, unless any such Executory Contract or Unexpired Lease: (i) is listed on the Schedule of Rejected Executory Contracts and Unexpired Leases contained in the Plan Supplement; (ii) has been previously rejected by the Debtors by Final Order of the Bankruptcy Court or has been rejected by the Debtors by order of the Bankruptcy Court as of the Effective Date, which order becomes a Final Order after the Effective Date; (iii) is the subject of a motion to assume or reject pending as of the Effective Date; or (iv) is otherwise assumed pursuant to the terms herein.

The Confirmation Order will constitute an order of the Bankruptcy Court approving such assumptions pursuant to Bankruptcy Code sections 365 and 1123 as of the Effective Date. To the extent any provision in any Executory Contract or Unexpired Lease assumed pursuant to the Plan (including any "change-of-control" provision) restricts or prevents, or purports to restrict or prevent, or is breached or deemed breached by, the Reorganized Debtors' assumption of such Executory Contract or Unexpired Lease, then such provision shall be deemed modified such that the transactions contemplated by the Plan will not entitle the non-Debtor party thereto to terminate such Executory Contract or Unexpired Lease or to exercise any other default-related rights with respect thereto. Each Executory Contract and Unexpired Lease assumed pursuant to Article 7.2 of the Plan will revest in and be fully enforceable by the Reorganized Debtors in accordance with its terms, except as modified by the provisions of the Plan, any order of the Bankruptcy Court authorizing and providing for its assumption, or applicable law.

(b) **Modifications, Amendments, Supplements, Restatements, or Other Agreements.** Unless otherwise provided in the Plan, each Executory Contract or Unexpired Lease that is assumed shall include all modifications, amendments, supplements, restatements, or other agreements that in any manner affect such Executory Contract or Unexpired Lease, and all rights related thereto, if any, including all easements, licenses, permits, rights, privileges, immunities, options, rights of first refusal, and any other interests, unless any of the foregoing agreements has been previously rejected or repudiated or is rejected or repudiated hereunder.

Modifications, amendments, supplements, and restatements to prepetition Executory Contracts and Unexpired Leases that have been executed by the Debtors during the Chapter 11 Cases shall not be deemed to alter the prepetition nature of the Executory Contract or Unexpired Lease, or the validity, priority, or amount of any Claims that may arise in connection therewith.

(c) **Proofs of Claim Based on Executory Contracts or Unexpired Leases that Have Been Assumed.** To the extent that any and all Proofs of Claim include any Claims based on Executory Contracts or Unexpired Leases that have been assumed in the Chapter 11 Cases, pursuant to the order approving such assumption, including the Confirmation Order, the portion of such Proofs of Claim addressing Cure obligations for Executory Contracts or Unexpired Leases shall be deemed disallowed and expunged from the claims register as of the

Effective Date without any further notice to, or action, order, or approval, of the Bankruptcy Court.

(d) **Cure Procedures and Payments Related to Assumption of Executory Contracts and Unexpired Leases.** With respect to each of the Executory Contracts or Unexpired Leases assumed hereunder, the Debtors shall designate a proposed Cure, and the assumption of such Executory Contract or Unexpired Lease shall be conditioned upon the disposition of all issues with respect to Cure. With respect to each of the Executory Contracts or Unexpired Leases that are Customer Contracts that are assumed hereunder, the assumption of such Customer Contract shall be conditioned upon disposition of all issues by Final Order with respect to (i) Cure of such Customer Contract and (ii) adequate assurance of future performance of such Customer Contract within the meaning of section 365(b)(1)(C) of the Bankruptcy Code. Except as otherwise set forth on the Schedule of Assumed Executory Contracts and Unexpired Leases in the Plan Supplement, the Cure amount with respect to each of the Executory Contracts or Unexpired Leases assumed hereunder is designated by the Debtors as $0, subject to the determination of a different Cure amount pursuant to the procedures set forth herein and in the Cure Notices. Except with respect to Executory Contracts and Unexpired Leases for which the Cure is $0, the Cure shall be deemed Cash-Settled Claims and satisfied in accordance with Article 9.2 of the Plan, as may be ordered by the Bankruptcy Court or agreed upon by the parties to the applicable Executory Contract or Unexpired Lease, without any further notice to or action, order, or approval of the Bankruptcy Court.

Any provisions or terms of the Executory Contracts or Unexpired Leases to be assumed pursuant to the Plan that are, or may be, alleged to be in default, shall be satisfied solely by Cure, or by an agreed-upon waiver of Cure. Any provisions or terms of the Executory Contracts or Unexpired Leases that are Customer Contracts that are to be assumed pursuant to the Plan that are or may be, alleged to be in default, shall be satisfied solely by (i) Cure, or by an agreed-upon waiver of Cure, and (ii) adequate assurance of future performance of such Customer Contract within the meaning of section 365(b)(1)(C) of the Bankruptcy Code, or by an agreed-upon waiver or agreement relating to adequate assurance of future performance. If there is a dispute regarding such Cure, the ability of the Reorganized Debtors or any assignee to provide "adequate assurance of future performance" within the meaning of section 365 of the Bankruptcy Code, or any other matter pertaining to assumption, then payment of Cure and assumption of the subject Executory Contract or Unexpired Lease shall occur in accordance with Article 9.2 of the Plan as soon as reasonably practicable after entry of a Final Order resolving such dispute, approving such assumption (and, if applicable, assignment), or as may be agreed upon by the Debtors or the Reorganized Debtors, as applicable, and the counterparty to the Executory Contract or Unexpired Lease. The Debtors or the Reorganized Debtors, as applicable, reserve the right either to reject or nullify the assumption of any Executory Contract or Unexpired Lease after a Final Order determining the Cure or any request for adequate assurance of future performance required to assume such Executory Contract or Unexpired Lease is made.

Assumption of any Executory Contract or Unexpired Lease pursuant to the Plan or otherwise shall result in the full release and satisfaction of any Cures, Claims or defaults, whether monetary or nonmonetary, including defaults of provisions restricting the change in control or ownership interest composition or other bankruptcy-related defaults, arising under any

assumed Executory Contract or Unexpired Lease at any time prior to the effective date of assumption.

(e) **Cure Notices.** No later than fourteen days before the Cure Objection Deadline, the Debtors shall serve upon counterparties to such Executory Contracts and Unexpired Leases (but shall not file) a Cure Notice that will (i) notify the counterparty of the proposed assumption, (ii) list the applicable Cure, if any, set forth on the Schedule of Assumed Executory Contracts and Unexpired Leases, (iii) describe the procedures for filing objections to the proposed assumption or assumption and assignment of the applicable Executory Contract or Unexpired Lease, (iv) describe the procedures for filing objections to the proposed Cure of the applicable Executory Contract or Unexpired Lease, (v) explain the process by which related disputes will be resolved by the Bankruptcy Court, and (vi) for any Customer Contract, deliver to the affected Customer the Customer Adequate Assurance Package. If no objection is timely received, (x) the non-Debtor party to the Executory Contract or Unexpired Lease to be assumed shall be deemed to have consented to the assumption of the applicable Executory Contract or Unexpired Lease and shall be forever barred from asserting any objection with regard to such assumption, and (y) the proposed Cure shall be controlling, notwithstanding anything to the contrary in any applicable Executory Contract or Unexpired Lease or other document as of the date of the filing of the Plan, and the non-Debtor party to an applicable Executory Contract or Unexpired Lease shall be deemed to have consented to the Cure amount and shall be forever barred from asserting, collecting, or seeking to collect any additional amounts relating thereto against the Debtors, the Reorganized Debtors, or the Liquidating Trust or the property of any of them.

(f) **Cure Objections.** If a proper and timely objection to the Cure, the ability of the Reorganized Debtors or any assignee to provide "adequate assurance of future performance" within the meaning of section 365 of the Bankruptcy Code, or any other matter pertaining to assumption was filed by the Cure Objection Deadline, (i) the Cure shall be equal to (A) the amount agreed to between the Debtors, Reorganized Debtors, or the Liquidating Trust, as applicable, and the applicable counterparty, or (B) to the extent the Debtors or Reorganized Debtors and counterparty do not reach an agreement regarding any Cure or any other matter related to assumption, the Bankruptcy Court shall determine the Allowed amount of such Cure and any related issues, and (ii) the assumption of such Executory Contract or Unexpired Lease shall only be after a Final Order resolving all disputes raised in such objection. Objections, if any, to the proposed assumption and/or Cure must be in writing, filed with the Bankruptcy Court and served in hard-copy form on the parties identified in the Cure Notice so that they are actually received by the Cure Objection Deadline.

(g) **Hearing with Respect to Objections.** If an objection to the proposed assumption and/or to the Cure is timely filed and received in accordance with the procedures set forth in Article 7.1(f) of the Plan, and the parties do not reach a consensual resolution of such objection, a hearing with respect to such objection shall be held at such time scheduled by the Bankruptcy Court or the Debtors, Reorganized Debtors, or the Liquidating Trust, as applicable, after consultation with the objecting party. Objections to the proposed Cure or assumption of an Executory Contract or Unexpired Lease will not be treated as objections to Confirmation of the Plan. Confirmation of the Plan shall not prejudice any objections timely filed and received in accordance with the procedures set forth in Article 7.1(f) of the Plan that are

not heard at the Confirmation Hearing or otherwise resolved by Final Order on or before Confirmation.

(h) **Reservation of Rights.** Notwithstanding anything to the contrary herein, prior to the Effective Date, the Debtors may amend their decision with respect to the assumption of any Executory Contract or Unexpired Lease and provide a new notice amending the information provided in the applicable notice. In the case of an Executory Contract or Unexpired Lease designated for assumption that is the subject of a Cure objection which has not been resolved prior to the Effective Date, the Debtors or the Reorganized Debtors, as applicable, may designate such Executory Contract or Unexpired Lease for rejection at any time prior to the payment of the Cure.

2. Rejection of Executory Contracts and Unexpired Leases

(a) **Rejection.** Except as otherwise provided herein, upon the occurrence of the Effective Date, each Executory Contract and Unexpired Lease listed on the Schedule of Rejected Executory Contracts and Unexpired Leases shall be deemed automatically rejected pursuant to Bankruptcy Code sections 365 and 1123 as of the Effective Date. The Confirmation Order will constitute an order of the Bankruptcy Court approving such rejections pursuant to Bankruptcy Code sections 365 and 1123 as of the Effective Date; *provided, however*, that until the Effective Date, the Debtors may subsequently seek to assume an Executory Contract or Unexpired Lease previously designated for rejection, as set forth in Article7.2(d) of the Plan. Counterparties to Executory Contracts or Unexpired Leases that are deemed rejected as of the Effective Date shall have the right to assert any Claim on account of the rejection of such Executory Contracts or Unexpired Leases subject to compliance with the requirements herein.

(b) **Preexisting Obligations to the Debtors Under Executory Contracts and Unexpired Leases.** Rejection of any Executory Contract or Unexpired Lease pursuant to the Plan or otherwise shall not constitute a termination of pre-existing obligations owed to the Debtors under such contracts or leases. In particular, notwithstanding any non-bankruptcy law to the contrary, the Reorganized Debtors expressly reserve and do not waive any right to receive, or any continuing obligation of a counterparty to provide, warranties or continued maintenance obligations on goods previously purchased by the contracting Debtors or the Reorganized Debtors, as applicable, from counterparties to rejected or repudiated Executory Contracts.

(c) **Claims Procedures Related to Rejection of Executory Contracts or Unexpired Leases.** Unless otherwise provided by a Bankruptcy Court order, any Proofs of Claim asserting Claims arising from the rejection of the Executory Contracts and Unexpired Leases pursuant to the Plan or otherwise must be filed with the Claims, Noticing, and Solicitation Agent no later than 30 days after the later of the Effective Date or the effective date of rejection. Any Proofs of Claim arising from the rejection of the Executory Contracts or Unexpired Leases that are not timely filed shall be disallowed automatically and forever barred, estopped, and enjoined from assertion and shall not be enforceable against the Debtors or the Reorganized Debtors, without the need for any objection by the Reorganized Debtors or any further notice to or action, order, or approval of the Bankruptcy Court, and any Claim arising out of the rejection of the Executory Contract or Unexpired Lease shall be deemed fully satisfied,

released, and discharged, notwithstanding anything in the Schedules or a Proof of Claim to the contrary. All Allowed Claims arising from the rejection of the Executory Contracts and Unexpired Leases shall be classified as General Unsecured Claims.

(d) **Reservation of Rights.** Notwithstanding anything to the contrary herein, prior to the Effective Date, the Debtors may amend their decision with respect to the rejection of any Executory Contract or Unexpired Lease. Contracts and Leases Entered into After the Petition Date

Contracts and leases entered into after the Petition Date by the Debtors, and any Executory Contracts and Unexpired Leases assumed by the Debtors, may be performed by the Reorganized Debtors in the ordinary course of business and in accordance with the terms thereof.

4. General Reservation of Rights

Neither the exclusion nor inclusion of any contract or lease on the Schedule of Assumed Executory Contracts and Unexpired Leases, nor anything contained in the Plan, shall constitute an admission by the Debtors that any such contract or lease is in fact an Executory Contract or Unexpired Lease or that the Reorganized Debtors, or any of their Affiliates, has any liability thereunder. If there is a dispute regarding whether a contract or lease is or was executory or unexpired at the time of assumption or rejection, the Debtors or the Reorganized Debtors, as applicable, shall have 45 days following entry of a Final Order resolving such dispute to alter their treatment of such contract or lease.

I. Procedures for Resolving Disputed Claims and Interests

1. Determination of Claims and Interests

After the Effective Date, any and all rights, claims, causes of action, and defenses the Debtors had with respect to any Claim or Interest immediately prior to the Effective Date, including the Causes of Action retained pursuant to Article 6.18 of the Plan, shall automatically vest in the Liquidating Trust, except with respect to any Causes of Action expressly released under the Plan.

Except as expressly provided in the Plan or in any order entered in the Chapter 11 Cases prior to the Effective Date (including the Confirmation Order), no Claim or Interest shall become an Allowed Claim or Allowed Interest unless and until such Claim or Interest is deemed Allowed by the Debtors or the Liquidating Trust in their sole discretion (including by written agreement with the affected Claim Holder or Interest Holder) or the Bankruptcy Court has entered a Final Order, including the Confirmation Order, in the Chapter 11 Cases allowing such Claim or Interest. All settled Claims approved prior to the Effective Date pursuant to a Final Order of the Bankruptcy Court, pursuant to Bankruptcy Rule 9019, or otherwise shall be binding on all parties. For the avoidance of doubt, any Claim determined and liquidated pursuant to (a) an order of the Bankruptcy Court, (b) applicable non-bankruptcy law (which determination has not been stayed, reversed, or amended and as to which determination or any revision, modification, or amendment thereof as to which the time to appeal or seek review or rehearing has expired and no appeal or petition for review or rehearing was filed or, if filed, remains pending), or (c) an

agreement with the Debtors or the Liquidating Trust as set forth herein, shall be deemed an Allowed Claim in such liquidated amount and satisfied in accordance with the Plan.

Nothing contained in Article 8.1 of the Plan shall constitute or be deemed a waiver of any claim, right, or Cause of Action that the Debtors or the Liquidating Trust may have against any Entity in connection with or arising out of any Claim, including any rights under section 157(b) of title 28 of the United States Code.

2. Claims Administration Responsibility

Except as otherwise specifically provided for in the Plan, after the Effective Date, the Liquidating Trust shall retain responsibility for and have authority to (a) administer, dispute, object to, compromise, or otherwise resolve all Claims against, and Interests in, the Debtors, including (i) filing, withdrawing, or litigating to judgment objections to Claims or Interests, (ii) settling or compromising any Disputed Claim without any further notice to or action, order, or approval by the Bankruptcy Court, and (iii) administering and adjusting the claims register to reflect any such settlements or compromises without any further notice to or action, order, or approval by the Bankruptcy Court, and (b) making distributions (if any) with respect to all Claims. After the Effective Date, the Liquidating Trust shall be entitled to settle any Claim by written agreement with the claimholder, without any further notice to or action, order, or approval by the Bankruptcy Court, and the Claims, Noticing, and Solicitation Agent shall be entitled to rely on the Liquidating Trust's representation and adjust the claims register accordingly. The Liquidating Trust may (but shall not be required to) delegate responsibility for reconciling some or all of the Class 3 Unsecured Claims against their estates to one or more third parties, which third-party delegees shall, upon express written appointment and delegation by the Liquidating Trust, be authorized and vested with the same authority possessed by the Reorganized Debtors to administer, dispute, object, to, compromise, or otherwise resolve any Class 3 Unsecured Claims for which reconciliation and administration responsibility has been expressly assigned to such third party, in writing, by the Liquidating Trust.

3. Objections to Claims

Unless otherwise extended by the Bankruptcy Court, any objections to Claims (other than Administrative Claims) shall be served and filed on or before the Claims Objection Deadline (or such later date as may be established by the Bankruptcy Court upon request of the Liquidating Trust without further notice to parties-in-interest). Notwithstanding any authority to the contrary, an objection to a Claim shall be deemed properly served on the Holder of the Claim if the Debtors or the Liquidating Trust effect service in any of the following manners: (a) in accordance with Federal Rule of Civil Procedure 4, as modified and made applicable by Bankruptcy Rule 7004, (b) to the extent counsel for a Holder of a Claim or Interest is unknown, by first-class mail, postage prepaid, on the signatory on the Proof of Claim or other representative identified on the Proof of Claim or any attachment thereto (or at the last known addresses of such Holders of Claims if no Proof of Claim is filed or if the Debtors have been notified in writing of a change of address), or (c) by first-class mail, postage prepaid, on any counsel that has appeared on behalf of the Holder of the Claim in the Chapter 11 Cases and has not withdrawn such appearance.

4. Expungement or Adjustment of Claims Without Objection

Any Claim that has been fully or partially paid, satisfied, or superseded may be expunged or adjusted on the claims register by the Liquidating Trust or the Claims, Noticing, and Solicitation Agent acting at the direction of the Liquidating Trust. Any claim that has been amended (by agreement between the Liquidating Trust and the affected Creditor, or otherwise) may be adjusted on the claims register by the Liquidating Trust, or the Claims, Noticing, and Solicitation Agent acting at the direction of the Liquidating Trust. The Liquidating Trust is authorized to take the foregoing actions without requiring that a claims objection be filed and without any further notice to or action, order, or approval of the Bankruptcy Court.

5. Disallowance of Claims

EXCEPT AS OTHERWISE AGREED, ANY AND ALL PROOFS OF CLAIM FILED AFTER THE APPLICABLE DEADLINE FOR FILING SUCH PROOFS OF CLAIM SHALL BE DEEMED DISALLOWED AND EXPUNGED AS OF THE EFFECTIVE DATE WITHOUT ANY FURTHER NOTICE TO, OR ACTION, ORDER, OR APPROVAL OF THE BANKRUPTCY COURT, AND HOLDERS OF SUCH CLAIMS MAY NOT RECEIVE ANY DISTRIBUTIONS ON ACCOUNT OF SUCH CLAIMS, UNLESS SUCH LATE PROOF OF CLAIM IS DEEMED TIMELY FILED BY A FINAL ORDER OF THE BANKRUPTCY COURT.

Nothing herein shall in any way alter, impair, or abridge the legal effect of the Bar Date Order, or the rights of the Debtors, the Creditors' Committee before the Effective Date, the Liquidating Trust after the Effective Date, or other parties in interest to object to Claims on the grounds that they are time-barred or otherwise subject to disallowance or modification. Nothing in the Plan shall preclude amendments to timely filed Proofs of Claim to the extent permitted by applicable law; provided, however, that any such amendments that are filed after the Effective Date, shall require permission from the Bankruptcy Court, unless such requirement is expressly waived by the Liquidating Trust.

All Claims of any Entity from which property is sought by the Debtors under Bankruptcy Code sections 542, 543, 550, or 553 or that the Debtors or the Liquidating Trust allege is a transferee of a transfer that is avoidable under Bankruptcy Code sections 522(f), 522(h), 544, 545, 547, 548, 549, or 724(a) shall be disallowed if (a) the Entity, on the one hand, and the Liquidating Trust, on the other hand, agree or the Bankruptcy Court has determined by Final Order that such Entity or transferee is liable to turn over any property or monies under any of the aforementioned sections of the Bankruptcy Code and (b) such Entity or transferee has failed to turn over such property by the date set forth in such agreement or Final Order.

6. Estimation of Claims

Before or after the Effective Date, the Debtors or the Liquidating Trust, as applicable, may (but are not required to) at any time request that the Bankruptcy Court estimate a Claim pursuant to Bankruptcy Code section 502(c) for any reason, regardless of whether any party previously has objected to such Claim or Interest or whether the Bankruptcy Court has ruled on any such objection, and the Bankruptcy Court shall retain jurisdiction to estimate any such

Disputed Claim, including during the litigation of any objection to any Disputed Claim or during the pendency of any appeal relating to such objection. In the event that the Bankruptcy Court estimates any Claim, that estimated amount shall constitute a maximum limitation on such Claim for all purposes under the Plan (including for purposes of distributions), without prejudice to the Holder of such Claim's right to request that estimation should be for the purpose of determining the Allowed amount of such Claim, and the Liquidating Trust may elect to pursue any supplemental proceedings to object to any ultimate distribution on such Claim. All of the objection, estimation, settlement, and resolution procedures set forth in the Plan are cumulative and not necessarily exclusive of one another. All estimation procedures set forth in the Plan shall be applied in accordance with Bankruptcy Code section 502(c). Disputed Claims may be estimated and subsequently compromised, settled, withdrawn, or resolved by any mechanism approved by the Plan or the Bankruptcy Court.

7. Purported Lienholder Adversary Proceedings

The Purported Lienholder Adversary Proceedings shall remain pending on and after the Effective Date, and the parties thereto may prosecute and defend such adversary proceedings in accordance with any scheduling or other case-management orders in effect as of the Effective Date; provided, however, that on the Effective Date, the Liquidating Trustee shall be automatically substituted for the Debtors in such proceedings and shall succeed to all rights, claims, and defenses of the Debtors in such proceedings. The Confirmation Order shall constitute a Final Order of the Bankruptcy Court dismissing the Debtors with prejudice from the Purported Lienholder Adversary Proceedings.

8. No Interest on Disputed Claims

Unless otherwise specifically provided for in the Plan or as otherwise required by Bankruptcy Code section 506(b), postpetition interest shall not accrue or be paid on Claims or Interests, and no Holder of a Claim or Interest shall be entitled to interest accruing on or after the Petition Date on any Claim or Interest. Additionally, and without limiting the foregoing, unless otherwise specifically provided for in the Plan or as otherwise required by Bankruptcy Code section 506(b), interest shall not accrue or be paid on any Disputed Claim in respect of the period from the Effective Date to the date a final distribution is made, when and if such Disputed Claim becomes an Allowed Claim. For the avoidance of doubt, the Prepetition Credit Agreement Claims and the DIP Facility Claims are not Disputed Claims.

9. Amendments to Claims

On or after the Effective Date, except as otherwise provided herein, a Claim may not be amended without the authorization of the Bankruptcy Court or the Liquidating Trust, and, to the extent such authorization is not received, any such new or amended Claim shall be deemed Disallowed in full and expunged without any further notice to or action, order, or approval of the Bankruptcy Court. On or after the Effective Date, except as otherwise provided herein, a Claim may not be filed or amended without the authorization of the Bankruptcy Court or the Liquidating Trust, and, to the extent such authorization is not received, any such new or amended Claim filed shall be deemed Disallowed in full and expunged without any further notice to or action, order, or approval of the Bankruptcy Court.

J. Provisions Governing Distributions

1. Time of Distributions

(a) Except as otherwise provided for herein or ordered by the Bankruptcy Court, distributions under the Plan shall be made on the later of (i) the Initial Distribution Date or (ii) the first Periodic Distribution Date occurring after the later of, (A) 30 days after the date when a Claim is Allowed or (B) 30 days after the date when a Claim becomes payable pursuant to any agreement between the Debtors (or the Liquidating Trust) and the Holder of such Claim; provided, however, that the Reorganized Debtors may, in their sole discretion, make one-time distributions on a date that is not a Periodic Distribution Date.

(b) Distributions of the Liquidating Trust Assets shall be made no later than the Trust Distribution Date but may be made on an earlier Periodic Distribution Date as contemplated by Article 9.4(c) of the Plan.

2. Distributions to Holders of Cash-Settled Claims

(a) **Determination of Pro Rata Shares of Available Cash.** On the Initial Distribution Date and each Periodic Distribution Date, the Liquidating Trustee shall determine each Cash-Settled Claim's Pro Rata share of the Available Cash as of such date. For the avoidance of doubt, the Liquidating Trustee shall determine such Pro Rata shares with respect to all outstanding Cash-Settled Claims, whether Allowed or wholly or partially Disputed, on each Distribution Date, and shall make such determinations in reference to the aggregate amount of Allowed and wholly or partially Disputed Cash-Settled Claims on such date; provided, however, that, to the extent a Cash-Settled Claim is partially Allowed and partially Disputed, the Liquidating Trustee shall further calculate the portions of each such Cash-Settled Claim's Pro Rata share of the Available Cash allocable to the Allowed and Disputed portions of such Claim.

(b) **Distribution of Pro Rata Shares of Available Cash.** On the Initial Distribution Date, and each Periodic Distribution Date, the Liquidating Trustee (i) shall distribute to each Holder of an Allowed Cash-Settled Claim such Holder's Pro Rata share of the Available Cash as of such Distribution Date, as determined and (ii) shall deposit in the Disputed Claims Reserve the Pro Rata share of the Available Cash as of such Distribution Date allocable to any wholly or partially Disputed Cash-Settled Claim, in each case as determined pursuant to Article 9.2(a) of the Plan. For the avoidance of doubt, cumulative distributions of Cash to a Holder of Cash-Settled Claims pursuant to Article 9.2 of the Plan shall not exceed the Allowed amount of such Claim.

3. Currency

Except as otherwise provided in the Plan or Bankruptcy Court order, as of the Effective Date, any Claim asserted in currency other than U.S. dollars shall be automatically deemed converted to the equivalent U.S. dollar value using the exchange rate as of the Effective Date at 4:00 p.m. prevailing Eastern Time, mid-range spot rate of exchange for the applicable currency as published in the next Wall Street Journal, national edition, following the Effective Date.

4. Distribution Agent

Except as otherwise provided herein, all distributions under the Plan shall be made by the Distribution Agent. The Distribution Agent shall not be required to give any bond or surety or other security for the performance of the Reorganized Debtors' duties as Distribution Agent unless otherwise ordered by the Bankruptcy Court. The Distribution Agent shall be empowered to (a) effect all actions and execute all agreements, instruments, and other documents necessary to perform its duties under the Plan; (b) make all distributions contemplated hereby; (c) employ professionals to represent it with respect to its responsibilities; and (d) exercise such other powers as may be vested in the Distribution Agent by order of the Bankruptcy Court, pursuant to the Plan, or as deemed by the Distribution Agent to be necessary and proper to implement the provisions hereof. If the Distribution Agent is an entity other than the Liquidating Trust, the Liquidating Trust shall pay such entity its reasonable fees and expenses, including the reasonable fees and expenses of its attorneys or other professionals. The provisions of Article XII of the Plan and the Liquidating Trust Agreement shall govern the rights, powers, and duties of the Liquidating Trustee in connection with distributions made pursuant to the Plan.

5. Distributions on Account of Claims Allowed After the Effective Date

(a) **No Distributions Pending Allowance.** No payments or distributions shall be made with respect to all or any portion of a Disputed Claim unless and until all objections to such Disputed Claim have been settled or withdrawn or have been determined by a Final Order of the Bankruptcy Court, and the Disputed Claim has become an Allowed Claim. Special Rules for Distributions to Holders of Disputed Claims. All distributions made pursuant to the Plan on account of a Disputed Claim that is later deemed an Allowed Claim by the Bankruptcy Court shall be made together with any dividends, payments, or other distributions made on account of, as well as any obligations arising from, the distributed property as if such Allowed Claim had been an Allowed Claim on the dates distributions were previously made to Holders of Allowed Claims included in the applicable Class; provided, however, that no interest shall be paid on account to such Allowed Claims unless required under applicable bankruptcy law.

(b) **Special Rules for Distributions to Holders of Disputed Claims.** All distributions made pursuant to the Plan on account of a Disputed Claim that is later deemed an Allowed Claim by the Bankruptcy Court shall be made together with any dividends, payments, or other distributions made on account of, as well as any obligations arising from, the distributed property as if such Allowed Claim had been an Allowed Claim on the dates distributions were previously made to Holders of Allowed Claims included in the applicable Class; provided, however, that no interest shall be paid on account to such Allowed Claims unless required under applicable bankruptcy law.

(c) **Disputed Claims Reserve.** The Liquidating Trust shall establish and administer the Disputed Claims Reserve. Each Holder of a Disputed Claim that becomes an Allowed Claim after the Effective Date shall receive the Cash or New Common Units, as applicable, reserved on account of such Claim on the first Periodic Distribution Date after such Claim becomes an Allowed Claim. On the first Periodic Distribution Date following the Disallowance of a Disputed Claim, any Liquidating Trust Common Units reserved on account of

such Claim shall be distributed ratably among Holders of Allowed Claims in the Class in which such Disputed Claim was classified.

6. Delivery of Distributions

(a) **Record Date for Distributions.** On the Distribution Record Date, the claims register shall be closed and the Distribution Agent shall be authorized and entitled to recognize only those record Holders listed on the claims register as of the close of business on the Distribution Record Date. The Agents shall have no obligation to recognize any transfer of any Prepetition Credit Agreement Claims or DIP Facility Claims, as applicable, occurring after the close of business on the Distribution Record Date and shall instead be entitled to recognize and deal for all purposes under the Plan with only those Holders of record as of the close of business on the Distribution Record Date.

(b) **Cash Distributions.** Distributions of Cash may be made either by check drawn on a domestic bank or wire transfer from a domestic bank, at the option of the Reorganized Debtors, except that Cash payments made to foreign Creditors may be made in such funds and by such means as are necessary or customary in a particular foreign jurisdiction.

(c) **Address for Distributions.** Distributions to Holders of Allowed Claims shall be made by the Distribution Agent (i) at the addresses set forth on the Proofs of Claim filed by such Holders of Claims (or at the last known addresses of such Holders of Claims if no Proof of Claim is filed or if the Debtors or the Distribution Agent have been notified in writing of a change of address), (ii) at the addresses set forth in any written notices of address changes delivered to the Distribution Agent after the date of any related Proof of Claim, or (iii) at the addresses reflected in the Schedules if no Proof of Claim has been filed and the Distribution Agent has not received a written notice of a change of address. The Debtors, the Reorganized Debtors, and the Distribution Agent shall not incur any liability whatsoever on account of any distributions under the Plan.

(d) **Undeliverable Distributions.** If any distribution to a Holder of a Claim is returned as undeliverable, no further distributions to such Holder of such Claim shall be made unless and until the Distribution Agent is notified of the then-current address of such Holder of the Claim, at which time all missed distributions shall be made to such Holder of the Claim without interest, dividends, or accruals of any kind on the next Periodic Distribution Date. Amounts in respect of undeliverable distributions shall be returned to the Reorganized Debtors until such distributions are claimed.

(e) **Refused Distributions of Liquidating Trust Common Units.** The Holder of a DIP Facility Claim or Unsecured Claim may refuse its distribution of Liquidating Trust Common Units by providing notice to the Claims, Noticing, and Solicitation Agent on or before the Confirmation Date or, if applicable, by so indicating on its voting ballot. If a Holder of a DIP Facility Claim or Unsecured Claim refuses its distribution of Liquidating Trust Common Units, such Liquidating Trust Common Units shall be offered on a Pro Rata basis to all other Holders of DIP Facility Claims or Unsecured Claims (including the Disputed Claims Reserve in respect of Disputed Unsecured Claims), respectively, and distributed Pro Rata among the Holders of DIP Facility Claims or Allowed Unsecured Claims, respectively, who elect to

accept such distribution. If no Holders of DIP Facility Claims accept a distribution of DIP Common Units, all Liquidating Trust Common Units shall be deemed Class 3 Common Units.

(f) **Reversion.** Any distribution under the Plan that is an Unclaimed Distribution for a period of six months after such distribution shall be deemed unclaimed property under Bankruptcy Code section 347(b) and such Unclaimed Distribution shall vest in the Liquidating Trust free of any restrictions thereon, and to the extent such Unclaimed Distribution is Liquidating Trust Common Units, shall be deemed cancelled. Upon vesting, the Claim of any Holder or successor to such Holder with respect to such property shall be cancelled, discharged, and forever barred, notwithstanding federal or state escheat, abandoned, or unclaimed property laws to the contrary. The provisions of the Plan regarding undeliverable distributions and Unclaimed Distributions shall apply with equal force to distributions that are issued by the Reorganized Debtors or the Distribution Agent made pursuant to any note, indenture, or certificate (but only with respect to the initial distribution to Holders that are entitled to be recognized under the relevant note, indenture, or certificate and not with respect to Entities to whom those recognized Holders distribute), notwithstanding any provision in such note, indenture, or certificate to the contrary and notwithstanding any otherwise applicable federal or state escheat, abandoned, or unclaimed property law.

(g) **De Minimis Distributions.** Notwithstanding any other provision of the Plan to the contrary, the Distribution Agent shall not be required to make a distribution on account of an Allowed Claim if (i) the aggregate amount of all distributions authorized to be made on the Periodic Distribution Date in question is or has a value less than $100,000; provided that the Distribution Agent shall make, or cause to be made, a distribution on a Periodic Distribution Date of less than $100,000 if the Distribution Agent expects that such Periodic Distribution Date shall be the final Periodic Distribution Date; or (ii) the amount to be distributed to the specific Holder of the Allowed Claim on the particular Periodic Distribution Date does not both (x) constitute a final distribution to such Holder and (y) have a value of at least $50.00.

(h) **Fractional Distributions.** Notwithstanding any other provision of the Plan to the contrary, the Distribution Agent shall not be required to make partial distributions or distributions of fractional membership units of New Common Units, or distributions or payments of fractions of dollars. Whenever any payment or distribution of a fractional membership unit of New Common Units under the Plan would otherwise be called for, such fraction shall be deemed zero. Whenever any payment of Cash of a fraction of a dollar pursuant to the Plan would otherwise be required, the actual payment shall reflect a rounding of such fraction to the nearest whole dollar (up or down), with half dollars or less being rounded down.

7. Accrual of Dividends and Other Rights

For purposes of determining the accrual of dividends or other rights after the Effective Date, New Common Units shall be deemed distributed as of the Effective Date regardless of the date on which it is actually issued, dated, authenticated, or distributed; provided, however, Reorganized Ryckman and the Liquidating Trust shall not pay any such dividends or distribute such other rights, if any, until after distributions of New Common Units actually take place.

8. Compliance Matters

In connection with the Plan, to the extent applicable, the Distribution Agent shall comply with all tax withholding and reporting requirements imposed on them by any Governmental Unit, and all distributions pursuant to the Plan shall be subject to such withholding and reporting requirements. Notwithstanding any provision in the Plan to the contrary, the Distribution Agent shall be authorized to take all actions necessary or appropriate to comply with such withholding and reporting requirements, including liquidating a portion of the distribution to be made under the Plan to generate sufficient funds to pay applicable withholding taxes, withholding distributions pending receipt of information necessary to facilitate such distributions, or establishing any other mechanisms they believe are reasonable and appropriate. The Liquidating Trust reserves the right to allocate all distributions made under the Plan in compliance with all applicable wage garnishments, alimony, child support, and other spousal awards, Liens, and encumbrances.

9. Claims Paid or Payable by Third Parties

The Claims, Noticing, and Solicitation Agent shall reduce in full a Claim to the extent that the Holder of such Claim receives payment in full on account of such Claim from a party that is not the Debtors, the Reorganized Debtors, or the Liquidating Trust without any further notice to or action, order, or approval of the Bankruptcy Court. To the extent a Holder of a Claim receives a distribution on account of such Claim and receives payment from a party that is not the Debtors, the Reorganized Debtors, or the Liquidating Trust on account of such Claim, such Holder shall, within two weeks of receipt thereof, repay or return the distribution under the Plan to the Liquidating Trust, to the extent the Holder's total recovery on account of such Claim from the third party and under the Plan exceeds the amount of such Claim as of the date of any such distribution under the Plan.

10. Setoffs and Recoupment

Except as otherwise expressly provided for in the Plan and except with respect to any DIP Facility Claims, Prepetition Credit Agreement Claims, and any distribution on account thereof, the Reorganized Debtors or the Liquidating Trust, as applicable, pursuant to the Bankruptcy Code (including Bankruptcy Code section 553), applicable non-bankruptcy law, or as may be agreed to by the Holder of a Claim, may set off against or recoup from any Allowed Claim and the distributions to be made pursuant to the Plan on account of such Allowed Claim, any Claims, rights, and Causes of Action of any nature that the Debtors, the Reorganized Debtors, or the Liquidating Trust, as applicable, may hold against the Holder of such Allowed Claim, to the extent such Claims, rights, or Causes of Action against such Holder have not been otherwise compromised or settled on or prior to the Effective Date (whether pursuant to the Plan or otherwise); provided, however, that neither the failure to effect such a setoff nor the allowance of any Claim pursuant to the Plan shall constitute a waiver or release by the Reorganized Debtors or the Liquidating Trust, as applicable, of any such Claims, rights, and Causes of Action that the Reorganized Debtors or the Liquidating Trust, as applicable, may possess against such Holder.

11. Allocation of Plan Distributions Between Principal and Interest

To the extent that any Allowed Claim entitled to a distribution under the Plan is composed of indebtedness and accrued but unpaid interest thereon, such distribution shall, to the extent permitted by applicable law, be allocated for federal income tax purposes to the principal amount of the Claim first and then, to the extent the consideration exceeds the principal amount of the Claim, to the portion of such Claim representing accrued but unpaid interest.

K. Effect of the Plan on Claims and Interests

1. Vesting of Assets

Except as otherwise explicitly provided in the Plan, on the Effective Date, all property comprising the Estates (including Causes of Action, but excluding property that has been abandoned pursuant to an order of the Bankruptcy Court), other than assets, if any, which are designated as rejected assets pursuant to the Plan Sponsorship Transaction Documents, shall vest in Reorganized Ryckman free and clear of all Claims, Liens, charges, encumbrances, rights, and Interests. As of and following the Effective Date, the Reorganized Debtors may operate their business and use, acquire, and dispose of property and settle and compromise Claims, Interests, or Causes of Action without supervision of the Bankruptcy Court, free of any restrictions of the Bankruptcy Code or Bankruptcy Rules, other than those restrictions expressly imposed by the Plan or the Confirmation Order.

2. Discharge of the Debtors

Pursuant to Bankruptcy Code section 1141(d), except as otherwise specifically provided in the Plan or the Confirmation Order, and effective as of the Effective Date: (a) the distributions and rights that are provided in the Plan, if any, and the treatment of all Claims and Interests shall be in exchange for and in complete satisfaction, discharge, and release of all Claims and causes of action (whether known or unknown, including any interest accrued on such Claims from and after the Petition Date) against, liabilities of, Liens on, obligations of, rights against, and Interests in the Debtors or any of their assets or properties, regardless of whether any property shall have been distributed or retained pursuant to the Plan on account of such Claims, rights, and Interests, including, but not limited to, Claims and Interests that arose before the Effective Date and all debts of the kind specified in Bankruptcy Code sections 502(g), 502(h), or 502(i), in each case whether or not (i) a Proof of Claim or Interest based upon such Claim, debt, right, or Interest is filed or deemed filed under Bankruptcy Code section 501, (ii) a Claim or Interest based upon such Claim, debt, right, or Interest is allowed under Bankruptcy Code section 502, or (iii) the Holder of such a Claim, right, or Interest accepted the Plan; (b) the Plan shall bind all Holders of Claims and Interests notwithstanding whether any such Holders failed to vote to accept or reject the Plan or voted to reject the Plan; (c) all Claims and Interests shall be satisfied, discharged, and released in full, and the Debtors' liability with respect thereto shall be extinguished completely, including any liability of the kind specified under Bankruptcy Code section 502(g); and (d) all Entities shall be precluded from asserting against the Debtors, the Estates, the Reorganized Debtors, their successors and assigns, and their assets and properties any other Claims or Interests based upon any documents,

instruments, or any act or omission, transaction, or other activity of any kind or nature that occurred prior to the Effective Date. The Confirmation Order shall be a judicial determination of the discharge of all Claims against and Interests in the Debtors, subject to the occurrence of the Effective Date.

3. Compromises and Settlements

Pursuant to Bankruptcy Rule 9019(a), the Debtors may compromise and settle various (a) Claims or Interests and (b) Causes of Action that the Debtors have against other Entities up to the Effective Date. After the Effective Date, any such right shall pass to the Reorganized Debtors as contemplated in Article 10.1 of the Plan, without the need for further approval of the Bankruptcy Court. Pursuant to Bankruptcy Code section 363 and Bankruptcy Rule 9019 and in consideration for the distributions and other benefits provided pursuant to the Plan or any distribution to be made on account of an Allowed Claim, the provisions of the Plan shall constitute a good faith compromise of all Claims, Interests, and controversies relating to the contractual, legal, and subordination rights that a Holder of a Claim or Interest may have with respect to any Allowed Claim or Allowed Interest. The entry of the Confirmation Order shall constitute the Bankruptcy Court's approval of the compromise or settlement of all such Claims, Interests, and controversies, as well as a finding by the Bankruptcy Court that any such compromise or settlement is in the best interests of the Debtors, their Estates, and Holders of Claims and Interests, and is fair, equitable, and reasonable.

4. Release by Debtors

Pursuant to Bankruptcy Code section 1123(b), as of the Effective Date, the Debtors and their Estates, the Reorganized Debtors, and each of their respective current and former Affiliates shall be deemed to have conclusively, absolutely, unconditionally, irrevocably, and forever released, waived, and discharged the Released Parties from any and all Claims, Interests, obligations, rights, suits, damages, Causes of Action, remedies, and liabilities whatsoever, including any derivative Claims, asserted or capable of being asserted on behalf of the Debtors and their Estates, whether known or unknown, foreseen or unforeseen, existing or hereinafter arising, in law, equity, or otherwise, that such Entity would have been legally entitled to assert (whether individually or collectively), based on or in any way relating to, or in any manner arising from, in whole or in part, the Debtors, the operation of the Debtors prior to, on, or after the Petition Date, the Debtors' restructuring, the Chapter 11 Cases, the Bridge Facility, the DIP Facility, the Prepetition Credit Agreement, the purchase, sale, or rescission of the purchase or sale of any security of the Debtors or the Reorganized Debtors, provided under any applicable law, rule, or regulation, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the restructuring of Claims and Interests prior to or in the Chapter 11 Cases, the negotiation, formulation, or preparation of the DIP Credit Agreement, the Prepetition Credit Agreement, the Plan, the Disclosure Statement, the Plan Sponsor Agreement, the Plan Support Agreement, the Plan Supplement, any other Plan Transaction Document, or related agreements, instruments, exhibits, or other documents, or upon any other act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date of the Plan, other than Claims or liabilities arising out of or relating to any act or omission of a Released Party that constitutes willful

misconduct or gross negligence as determined by a Final Order. Notwithstanding anything to the contrary in the foregoing, the release set forth above does not release any post-Effective Date obligations of any party under the Plan or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan.

For the avoidance of doubt, nothing in Article 10.4 of the Plan shall in any way affect the operation of Article 10.2 of the Plan, pursuant to Bankruptcy Code section 1141(d).

5. Release by Holders of Claims and Interests

As of the Effective Date, the Releasing Parties shall be deemed to have conclusively, absolutely, unconditionally, irrevocably, and forever released, waived, and discharged the Debtors, the Reorganized Debtors, their Estates, non-Debtor Affiliates, and the Released Parties from any and all Claims, Interests, obligations, rights, suits, damages, causes of action, remedies, and liabilities whatsoever, including any derivative Claims, asserted or capable of being asserted on behalf of the Debtors and their Estates, whether known or unknown, foreseen or unforeseen, existing or hereinafter arising, in law, equity, or otherwise, that such Entity would have been legally entitled to assert (whether individually or collectively), based on or in any way relating to, or in any manner arising from, in whole or in part, the Debtors, the operation of the Debtors prior to, on, or after the Petition Date, the Debtors' restructuring, the Chapter 11 Cases, the Bridge Facility, the DIP Facility, the Prepetition Credit Agreement, the purchase, sale, or rescission of the purchase or sale of any security of the Debtors or the Reorganized Debtors provided under any applicable law, rule, or regulation, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the restructuring of Claims and Interests prior to or in the Chapter 11 Cases, the negotiation, formulation, or preparation of the DIP Credit Agreement, the Prepetition Credit Agreement, the Plan, the Disclosure Statement, the Plan Sponsor Agreement, the Plan Support Agreement, the Plan Supplement, any other Plan Transaction Document, or related agreements, instruments, exhibits, or other documents, upon any other act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date of the Plan, other than Claims or liabilities arising out of or relating to any act or omission of a Released Party that constitutes willful misconduct or gross negligence as determined by a Final Order. Notwithstanding anything to the contrary in the foregoing, the release set forth above does not release any post-Effective Date obligations of any party under the Plan or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan.

For the avoidance of doubt, except as expressly provided herein, nothing in Article 10.5 of the Plan shall in any way affect the operation of Article 10.2 of the Plan, pursuant to Bankruptcy Code section 1141(d).

6. Exculpation and Limitation of Liability

The Exculpated Parties shall neither have, nor incur any liability to any Entity for any Exculpated Claim; provided, however, that the foregoing "exculpation" shall have no effect on the liability of any Entity that results from any such act or omission that is determined in a Final Order to have constituted gross negligence or willful misconduct.

The Exculpated Parties have, and upon Confirmation shall be deemed to have, participated in good faith and in compliance with the applicable provisions of the Bankruptcy Code, including with regard to the distributions of the New Common Units pursuant to the Plan and, therefore, are not and shall not be liable at any time for the violations of any applicable, law, rule, or regulation governing the solicitation of acceptances or rejections of the Plan or such distributions made pursuant to the Plan.

7. Indemnification Obligations

From and after the Effective Date, the Reorganized Debtors will indemnify each Indemnitee to the same extent of any Indemnification Obligation in effect immediately prior to the Effective Date. The Reorganized Debtors' indemnification obligation shall remain in full force and effect and shall not be modified, reduced, discharged, impaired, or otherwise affected in any way. The treatment of Indemnification Obligations in Article 10.7 of the Plan shall be in complete satisfaction, discharge, and release of any Claim on account of such Indemnification Obligation of the Debtors, except that any Indemnitee may assert a Claim in the Chapter 11 Cases for any prepetition Indemnification Obligation that is not satisfied because of the limitation contained in the first sentence of Article 10.7 of the Plan.

8. Injunction

The satisfaction, release, and discharge pursuant to Article X of the Plan shall act as an injunction, from and after the Effective Date, against any Entity (a) commencing or continuing in any manner or in any place, any action, employment of process, or other proceeding; (b) enforcing, attaching, collecting, or recovering in any manner any judgment, award, decree, or order; (c) creating, perfecting, or enforcing any Lien or encumbrance, in each case with respect to any Claim, Interest, or Cause of Action satisfied, released or to be released, exculpated or to be exculpated, or discharged under the Plan or pursuant to the Confirmation Order and to the fullest extent authorized or provided by the Bankruptcy Code, including to the extent provided for or authorized by sections 524 and 1141 thereof; provided, however, that nothing contained herein shall preclude such Entities from exercising their rights pursuant to and consistent with the terms of the Plan or the Confirmation Order.

9. Subordination Rights

(a) All Claims and all rights and claims between or among Holders of Claims relating in any manner whatsoever to distributions on account of Claims or Interests, based upon any claimed subordination rights, whether asserted or unasserted, legal or equitable, shall be deemed satisfied by the distributions under the Plan to Holders of Claims having such subordination rights, and such subordination rights shall be deemed waived, released, discharged, and terminated as of the Effective Date. Except as otherwise specifically provided

for in the Plan, distributions to the various Classes of Claims hereunder shall not be subject to levy, garnishment, attachment, or like legal process by any Holder of a Claim by reason of any subordination rights or otherwise, so that each Holder of a Claim shall have and receive the benefit of the distributions in the manner set forth in the Plan.

(b) Except as otherwise provided in the Plan, including Article 10.4 and Article 10.6, the right of the Debtors, the Reorganized Debtors, or the Liquidating Trust, as applicable, to seek subordination of any Claim or Interest pursuant to Bankruptcy Code section 510 is fully reserved, and the treatment afforded any Claim or Interest that becomes a subordinated Claim or Interest at any time shall be modified to reflect such subordination. Unless the Plan or the Confirmation Order otherwise provide, no distributions shall be made on account of a Claim subordinated pursuant to Article 10.9(b) of the Plan unless ordered by the Bankruptcy Court.

10. Protection Against Discriminatory Treatment

Consistent with Bankruptcy Code section 525 and paragraph 2 of Article VI of the United States Constitution, no Governmental Unit shall discriminate against the Reorganized Debtors or deny, revoke, suspend, or refuse to renew a license, permit, charter, franchise, or other similar grant to, condition such a grant to, or discriminate with respect to such a grant against, the Reorganized Debtors, or another entity with whom the Reorganized Debtors have been associated, solely because the Debtors have been debtors under chapter 11, have been insolvent before the commencement of the Chapter 11 Cases (or during the Chapter 11 Cases but before the Debtors are granted or denied a discharge), or have not paid a debt that is dischargeable in the Chapter 11 Cases.

11. Release of Liens

Except as otherwise provided in the Plan, or in any contract, instrument, release, or other agreement or document created pursuant to the Plan, on the Effective Date, all mortgages, deeds of trust, Liens, pledges, or other security interests against any property of the Estates (and, for the avoidance of doubt, in the case of any purported statutory Liens of the Purported Lienholders, any property of the lessors under the Surface Lease) shall be fully released, expunged, and discharged, and all of the right, title, and interest of any Holder of such mortgages, deeds of trust, Liens, pledges, or other security interests shall revert to the Reorganized Debtors and their successors and assigns without further action; provided, however, that the Debtors are authorized to take such action as may be necessary to effectuate the foregoing, including filing Lien releases or withdrawals on behalf of the holders of such Liens through a power of attorney or otherwise. Notwithstanding the above, nothing in the Plan or the Confirmation Order shall release any deed restriction, easements, or institutional control that runs with the land under environmental law.

12. Reimbursement or Contribution

If the Bankruptcy Court disallows a Claim for reimbursement or contribution of an entity pursuant to Bankruptcy Code section 502(e)(1)(B), then to the extent that such Claim is contingent as of the Effective Date, such Claim shall be forever Disallowed notwithstanding Bankruptcy Code section 502(j), unless prior to the Effective Date (a) such Claim has been adjudicated as noncontingent or (b) the relevant Holder of a Claim has filed a noncontingent Proof of Claim on account of such Claim and a Final Order has been entered determining such Claim as no longer contingent, subject to the effectiveness of Articles 10.4, 10.5, and 10.6 of the Plan, as such Articles appear without any amendment or modification in the original filing of the Plan.

L. Conditions Precedent

1. Conditions to the Effective Date of the Plan

The following are conditions precedent to the occurrence of the Effective Date, each of which may be satisfied or waived in accordance with Article 11.2 of the Plan:

(a) the Bankruptcy Court shall have entered an order approving the Plan Sponsor Agreement, and such order shall be a Final Order;

(b) the Bankruptcy Court shall have entered the Disclosure Statement Order, and such order shall be a Final Order;

(c) the Bankruptcy Court shall have entered the Confirmation Order in form and substance reasonably satisfactory to the Debtors and the Plan Sponsor, and such order shall be a Final Order;

(d) [reserved];

(e) [reserved];

(f) the New Corporate Governance Documents shall have been adopted and (where required by applicable law) filed with the applicable authorities of the relevant jurisdictions of organization and shall have become effective in accordance with such jurisdiction's corporation, limited liability company, or alternative comparable laws, as applicable;

(g) all authorizations, consents, certifications, approvals, rulings, no-action letters, opinions, or other documents or actions required by any law, regulation, or order to be received or to occur in order to implement the Plan on the Effective Date shall have been obtained or shall have occurred unless failure to do so will not have a material adverse effect on the Reorganized Debtors;

(h) all conditions precedent to the closing of the Plan Sponsorship Transaction, as set forth in the Plan Sponsorship Transaction Documents, shall have been

satisfied (or be satisfied substantially contemporaneously with the closing of the such transaction and the occurrence of the Effective Date) or waived;

(i) all other documents and agreements necessary to implement the Plan on the Effective Date shall have been executed and delivered and all other actions required to be taken in connection with the Effective Date shall have occurred; and

(j) all statutory fees and obligations then due and payable to the Office of the United States Trustee shall have been paid and satisfied in full.

2. Waiver of Conditions Precedent

The conditions set forth in Article 11.1 of the Plan may be waived, in whole or in part, by the Debtors without notice to any party-in-interest or the Bankruptcy Court and without a hearing; provided, however, that any conditions set forth in Article 11.1 relating to the Plan Sponsorship Agreement or the Plan Sponsorship Transaction may be waived only with the consent of the Plan Sponsor; and further provided, however, that the waiver of any condition in Article 11.1, the non-satisfaction of which could be reasonably expected to have a material and adverse effect on (a) the DIP Lenders, (b) the Prepetition Lenders, or (c) Holders of General Unsecured Claims shall require the consent of the DIP Agent, the Prepetition Agent, or the Creditors' Committee, respectively, in each case not to be unreasonably withheld.

3. Notice of Effective Date

The Reorganized Debtors shall file with the Bankruptcy Court a notice of the occurrence of the Effective Date within a reasonable period of time after the conditions in Article 11.1 of the Plan have been satisfied or waived pursuant to Article 11.2 of the Plan.

4. Effect of Non-Occurrence of Conditions to Consummation

If, prior to consummation of the Plan, the Confirmation Order is vacated pursuant to a Final Order, then, except as provided in any order of the Bankruptcy Court vacating the Confirmation Order, the Plan will be null and void in all respects, and nothing contained in the Plan or this Disclosure Statement shall (a) constitute a waiver or release of any Claims, Interests, or Causes of Action, (b) prejudice in any manner the rights of the Debtors or any other Entity, or (c) constitute an admission, acknowledgment, offer, or undertaking of any sort by the Debtors or any other Entity.

M. Liquidating Trust

1. Generally

On the Effective Date, the Liquidating Trust shall be established and become effective for the benefit of the Liquidating Trust Beneficiaries. The powers, authority, responsibilities, and duties of the Liquidating Trust and the Liquidating Trustee are set forth in, and shall be governed by, the Plan and the Liquidating Trust Agreement. On the Effective Date, the Liquidating Trust Assets shall be transferred to the Liquidating Trust, and the Debtors shall have no reversionary or further interest in or with respect to the Liquidating Trust Assets.

2. Execution of Liquidating Trust Agreement

On or before the Effective Date, the Liquidating Trust Agreement shall be executed by the Debtors and the Liquidating Trustee, and all other necessary steps shall be taken to establish the Liquidating Trust. The Liquidating Trust shall be governed and administered in accordance with the Liquidating Trust Agreement, including, but not limited to (a) distributions to the Liquidating Trust Beneficiaries of the Liquidating Trust Common Units, (b) distributions of the Plan Sponsor Cash Consideration, (c) compensation of the Liquidating Trustee, and (d) payment of costs and expenses of the Liquidating Trust, all of which shall be consistent with the terms of the Plan. The Liquidating Trust Agreement may provide powers, duties, and authority in addition to those explicitly stated herein, but only to the extent that such powers, duties, and authority do not affect the status of the Liquidating Trust as a liquidating trust for United States federal income tax purposes and are agreed to by the Debtors, the Agents, and the Creditors' Committee.

3. Liquidating Trust Assets

(a) On the Effective Date, pursuant to section 1123(b)(3) of the Bankruptcy Code, all title and interest in all of the Liquidating Trust Assets, as well as the rights and powers of the Debtors in such Liquidating Trust Assets, shall automatically vest in the Liquidating Trust, free and clear of all Claims, Liens, charges, encumbrances, rights, and interests, other than the Purported Lienholder Replacement Lien, for the benefit of the Liquidating Trust Beneficiaries, without the need for any Entity to take any further action or obtain any approval. Upon the transfer of the Liquidating Trust Assets, the Debtors shall have no interest in or with respect to the Liquidating Trust Assets or the Liquidating Trust. Such transfer shall be exempt from any stamp, real estate transfer, mortgage reporting, sales, use, or other similar tax, pursuant to Bankruptcy Code section 1146(a). In connection with the transfer of the Liquidating Trust Assets, any attorney-client privilege, work-product privilege, or other privilege or immunity attaching to any documents or communications (whether written or oral) transferred to the Liquidating Trust shall vest in the Liquidating Trust and its representatives, and the Debtors and the Liquidating Trustee are directed to take all necessary actions to effectuate the transfer of such privileges. The Liquidating Trustee shall agree to accept and hold the Liquidating Trust Assets in the Liquidating Trust for the benefit of the Liquidating Trust Beneficiaries until the Trust Distribution Date, subject to the terms of the Plan and the Liquidating Trust Agreement.

(b) The Debtors, the Liquidating Trustee, the Liquidating Trust Beneficiaries, or the representative of any such parties, will execute any documents or other instruments and shall take all other steps as necessary to cause title to the Liquidating Trust Assets to be transferred to the Liquidating Trust.

4. Valuation of Liquidating Trust Assets

As soon as practicable after the creation of the Liquidating Trust, but in no event later than 60 days thereafter, the Liquidating Trustee shall determine the value of the assets transferred to the Liquidating Trust, and the Liquidating Trustee shall apprise, in writing, the Liquidating Trust Beneficiaries of such valuation; provided, however, that the Liquidating

Trustee may rely on the valuation analysis set forth in the Disclosure Statement to determine the value of any Liquidating Trust Common Units and shall have no obligation to independently value such units unless, in the Liquidating Trustee's good-faith judgment, circumstances arising after the Effective Date have made it reasonably likely that the value of the Liquidating Trust Common Units have changed materially since the Effective Date. The valuation shall be used consistently by all parties (including the Liquidating Trustee and the Liquidating Trust Beneficiaries) for all federal income tax purposes.

5. Liquidating Trustee; Liquidating Trust Oversight Committee

(a) **Liquidating Trustee.** On the Effective Date, and in compliance with the provisions of the Plan and the Liquidating Trust Agreement, the Debtors shall appoint a person or firm as the Liquidating Trustee that is reasonably acceptable to the Agents and the Creditors' Committee. The salient terms of the Liquidating Trustee's employment, including the Liquidating Trustee's duties, compensation, and provisions for termination or replacement, to the extent not set forth in the Plan, shall be set forth in the Liquidating Trust Agreement or the Confirmation Order. The Liquidating Trustee shall owe fiduciary duties to the Liquidating Trust Beneficiaries.

(b) **Liquidating Trust Oversight Committee.** The Liquidating Trust Oversight Committee shall be appointed and constituted on the Effective Date and shall comprise two members appointed by the DIP Agent and one member appointed by the Creditors' Committee; provided, however, that each member of the Liquidating Trust Oversight Committee shall owe fiduciary duties to the Liquidating Trust Beneficiaries generally. The sole powers of the Liquidating Trust Oversight Committee shall be to (i) select a new Liquidating Trustee upon the resignation, removal, or incapacity of the incumbent Liquidating Trustee and (ii) remove the Liquidating Trustee for cause. Actions of the Liquidating Trust Oversight Committee shall require the consent of a majority of the members thereof. Any vacancy in the Liquidating Trust Oversight Committee shall be filled by a person designated by the remaining member or members.

6. Duties and Powers of the Liquidating Trustee

(a) **Authority.** The duties and powers of the Liquidating Trustee shall include all powers necessary to implement the Plan and distribute the Liquidating Trust Assets, including, without limitation, the duties and powers listed herein. The Liquidating Trustee will administer the Liquidating Trust in accordance with the Liquidating Trust Agreement, make timely distributions following the Priority Determination Date, and not unduly prolong the duration of the Liquidating Trust.

(b) **Claims Resolution.** The Liquidating Trust shall be responsible for all aspects of the Claims reconciliation process and all of the costs associated with such reconciliation. Among other things, as set forth in the Liquidating Trust Agreement, the Liquidating Trustee may, among other things, object to, seek to estimate, seek to subordinate, compromise, or settle any and all Claims against the Debtors or their Estates that have not already been deemed Allowed as of the Effective Date. The responsibilities of the Liquidating Trust include, for the avoidance of doubt, prosecuting and/or defending any contested matter or

adversary proceeding seeking a Priority Determination as to the Claims of the Purported Lienholders.

(c) **Retention of Professionals.** The Liquidating Trustee may enter into employment agreements and retain professionals to advise the Liquidating Trustee and provide services to the Liquidating Trust in connection with the matters contemplated by the Plan, including the valuation of the Liquidating Trust Assets as set forth in Article 12.4 of the Plan, the Confirmation Order, and the Liquidating Trust Agreement without further order of the Bankruptcy Court; provided, however, that professionals retained by the Liquidating Trustee shall be compensated solely from the Liquidating Trust Funds.

(d) **Reasonable Fees and Expenses.** The Liquidating Trustee may incur any reasonable and necessary expenses in connection with the performance of its duties under the Plan, including in connection with the retention of professionals pursuant to Article 12.6(c) of the Plan. On the Effective Date, $250,000 of the Plan Sponsor Cash Consideration shall be transferred to the Liquidating Trust to pay the reasonable, out-of-pocket fees and expenses of the Liquidating Trustee.

(e) **Distributions.** The Liquidating Trustee shall make distributions to the Liquidating Trust Beneficiaries, as applicable, in accordance with the terms of the Liquidating Trust Agreement and the Plan. The Liquidating Trustee shall be authorized to distribute the Liquidating Trust Common Units and the Plan Sponsor Cash Consideration in accordance with the Plan and any Priority Determination on the Trust Distribution Date.

(f) **Other Administrative Functions.** Except as otherwise set forth in the Plan, the Liquidating Trust shall be responsible for all administrative functions remaining in the Chapter 11 Cases, including the closing of the Chapter 11 Cases pursuant to Article 6.12 of the Plan, and payment of all lawful expenses, debts, charges, taxes, and liabilities of the Liquidating Trust.

7. Funding the Liquidating Trust

On the Effective Date, the Liquidating Trust Funds shall be transferred to, and vest in, the Liquidating Trust for purposes of funding the Liquidating Trust. To the extent the Liquidating Trust Funds are exhausted by the Liquidating Trust, the Liquidating Trust shall be funded by the proceeds of the Liquidating Trust Assets. For the avoidance of doubt, the Reorganized Debtors shall have no obligation to fund or to pay the expenses of the Liquidating Trust, other than as expressly set forth in the Plan.

8. Federal Income Tax Treatment

It is intended that the Liquidating Trust be classified for federal income tax purposes as a "liquidating trust" within the meaning of Treasury Regulations Section 301.7701-4(d) and as a "grantor trust" within the meaning of Sections 671 through 679 of the Internal Revenue Code. In furtherance of this objective, the Liquidating Trustee shall, in its business judgment, make continuing best efforts not to unduly prolong the duration of the Liquidating Trust. All assets held by the Liquidating Trust on the Effective Date shall be deemed for federal income tax purposes to have been distributed by the Debtors or Reorganized Debtors on a Pro Rata share

basis to Holders of Allowed DIP Facility Claims, Allowed Statutory Lien Claims, Allowed Prepetition Credit Agreement Claims, and Allowed General Unsecured Claims and then contributed by such Holders to the Liquidating Trust in exchange for their interest in the Liquidating Trust. All Holders shall use the valuation of the assets transferred to the Liquidating Trust as established by the Liquidating Trustee for all federal income tax purposes. The Liquidating Trust Beneficiaries will be treated as the deemed owners of the Liquidating Trust. The Liquidating Trust will be responsible for filing information on behalf of the Liquidating Trust as grantor trust pursuant to Treasury Regulation Section 1.671-4(a).

9. Tax Reporting

(a) Following the Effective Date, the Liquidating Trustee shall prepare and file (or cause to be prepared and filed) tax returns for the Liquidating Trust, treating the Liquidating Trust as a grantor trust pursuant to Treasury Regulation section 1.671-4(a) and in accordance with Article 12.9(a) of the Plan. The Liquidating Trustee will also annually send to each Liquidating Trust Beneficiary a separate statement setting forth the Liquidating Trust Beneficiary's share of items of income, gain, loss, deduction, or credit and will instruct all such beneficiaries to use such information in preparing their federal income tax returns. The Liquidating Trustee shall also file (or cause to be filed) any other statement, return, or disclosure relating to the Liquidating Trust that are required by any other governmental unit.

(b) The valuation of the Liquidating Trust Assets prepared pursuant to Article 12.4 of the Plan shall be used consistently by all parties (including the Liquidating Trustee and the Liquidating Trust Beneficiaries) for all federal income tax purposes.

(c) The Liquidating Trustee shall be responsible for payments, out of the Liquidating Trust Assets, of any taxes imposed on the Liquidating Trust or the Liquidating Trust Assets.

(d) The Liquidating Trustee may request an expedited determination of taxes of the Liquidating Trust under Bankruptcy Code section 505(b) for all returns filed for, or on behalf of, the Liquidating Trust for all taxable periods through the dissolution of the Liquidating Trust.

(e) In the event that the Liquidating Trust shall fail or cease to qualify as a liquidating trust within the meaning of Treasury Regulation section 301.7701-4(d), the Liquidating Trustee shall take any and all necessary actions as it shall deem appropriate to have the Liquidating Trust qualify as a partnership for federal tax purposes under Treasury Regulation section 301.7701-3, including, if necessary, creating or converting the Liquidating Trust into a Delaware limited liability partnership or limited liability company that is so classified.

10. Tax Withholding

The Liquidating Trustee may withhold and pay to the appropriate taxing authority all amounts required to be withheld pursuant to the Tax Code or any provision of any foreign, state, or local tax law with respect to any payment or distribution to the Liquidating Trust Beneficiaries. All such amounts withheld and paid to the appropriate taxing authority shall be treated as amounts distributed to such Liquidating Trust Beneficiaries for all purposes of the

Liquidating Trust Agreement. The Liquidating Trustee shall be authorized to collect such tax information from the Liquidating Trust Beneficiaries (including, without limitation, social security numbers or other tax identification numbers) as it, in its sole discretion, deems necessary to effectuate the Plan, the Confirmation Order, and the Liquidating Trust Agreement. In order to receive distributions under the Plan, all Liquidating Trust Beneficiaries will need to identify themselves to the Liquidating Trustee and provide tax information and the specifics of their holdings, to the extent the Liquidating Trustee deems appropriate. This identification requirement may, in certain cases, extend to holders who hold their securities in street name. The Liquidating Trustee may refuse to make a distribution to any Liquidating Trust Beneficiary that fails to furnish such information in a timely fashion, until such information is delivered; provided, however, that, upon the delivery of such information by a Liquidating Trust Beneficiary, the Liquidating Trustee shall make such distribution to which the Liquidating Trust Beneficiary is entitled, without interest; provided, further, that if the Liquidating Trustee fails to withhold in respect of amounts received or distributable with respect to any such holder and the Liquidating Trustee is later held liable for the amount of such withholding, such holder shall reimburse the Liquidating Trustee for such liability.

11. Indemnification and Exculpation

The Liquidating Trustee or the individuals comprising the Liquidating Trustee, as the case may be, and the Liquidating Trustee's agents and professionals, shall not be liable for actions taken or omitted in its capacity as, or on behalf of, the Liquidating Trustee, except those acts arising out of its or their own willful misconduct or gross negligence, and each shall be entitled to indemnification and reimbursement for fees and expenses in defending any and all of its actions or inactions in its capacity as, or on behalf of, the Liquidating Trustee, except for any actions or inactions involving willful misconduct or gross negligence. Any indemnification claim of the Liquidating Trustee (and the other parties entitled to indemnification under this subsection) shall be satisfied solely from the Liquidating Trust Assets. The Liquidating Trustee shall be entitled to rely, in good faith, on the advice of its retained professionals.

12. Termination

The Liquidating Trust shall terminate at such a time as all of the Liquidating Trust Assets have been distributed pursuant to the Plan and the Liquidating Trust Agreement; provided, however, that the Liquidating Trust shall terminate no later than the fifth anniversary of the Effective Date; provided further, however, that on or prior to the date that is 90 days prior to such termination, the Bankruptcy Court, upon motion by a party in interest, may extend the term of the Liquidating Trust if necessary to the liquidation of the Liquidating Trust Assets.

13. No Bonding of Liquidating Trust Claims

There shall be no bonding of the Liquidating Trustee.

N. Retention of Jurisdiction

Pursuant to Bankruptcy Code sections 105(a) and 1142, the Bankruptcy Court shall have jurisdiction of all matters arising out of, and related to, the Chapter 11 Cases and the Plan, including jurisdiction to:

(a) resolve any matters related to Executory Contracts and Unexpired Leases, including: (i) the assumption, assumption and assignment, or rejection of Executory Contracts or Unexpired Leases to which the Debtors are a party or with respect to which the Debtors may be liable, and to hear and determine the allowance of Claims resulting therefrom including the amount of Cure, if any, required to be paid; (ii) any potential contractual obligation under any Executory Contract or Unexpired Lease that is assumed; (iii) the Reorganized Debtors' amendment, modification, or supplement after the Effective Date, pursuant to Article VII of the Plan, of the lists of Executory Contracts and Unexpired Leases to be assumed or rejected or otherwise; and (iv) any dispute regarding whether a contract or lease is or was executory or expired;

(b) adjudicate any and all adversary proceedings, applications, and contested matters that may be commenced or maintained pursuant to the Chapter 11 Cases or the Plan, or that were the subject of proceedings before the Bankruptcy Court prior to the Effective Date, proceedings to adjudicate the allowance of Disputed Claims and Disputed Interests, and all controversies and issues arising from or relating to any of the foregoing;

(c) ensure that distributions to Holders of Allowed Claims are accomplished as provided herein and adjudicate any and all disputes arising from or relating to distributions under the Plan;

(d) allow in whole or in part, disallow in whole or in part, determine, liquidate, classify, estimate, or establish the priority, secured or unsecured status, or amount of any Claim or Interest, including hearing and determining any and all objections to the allowance or estimation of Claims or Interests filed and adjudicating any disputes between Creditors regarding priority or rights to payment or turnover of consideration distributed pursuant to the Plan, both before and after the Confirmation Date, including any objections to the classification of any Claim or Interest and the resolution of request for payment of any Administrative Claim;

(e) hear and determine or resolve any and all matters related to Causes of Action;

(f) enter and implement such orders as may be appropriate if the Confirmation Order is for any reason stayed, revoked, modified, and/or vacated;

(g) issue and implement orders in aid of execution, implementation, or consummation of the Plan;

(h) consider any modifications of the Plan, to cure any defect or omission, or to reconcile any inconsistency in any order of the Bankruptcy Court, including the Confirmation Order;

(i) hear and determine all applications for allowance of compensation and reimbursement of Professional Claims under the Plan or under Bankruptcy Code sections 330, 331, 503(b), 1103, and 1129(a)(4);

(j) determine requests for the payment of Claims entitled to priority under Bankruptcy Code section 507(a)(1), including compensation and reimbursement of expenses of parties entitled thereto;

(k) adjudicate, decide, or resolve any and all matters related to Bankruptcy Code section 1141;

(l) hear and determine disputes arising in connection with the interpretation, implementation, or enforcement of the Plan or the Confirmation Order, including disputes arising under agreements, documents, or instruments executed in connection with the Plan and disputes arising in connection with any Entity's obligations incurred in connection with the Plan;

(m) hear and determine all suits or adversary proceedings to recover assets of the Debtors and property of their Estates, wherever located;

(n) hear and determine matters concerning state, local, and federal taxes in accordance with Bankruptcy Code sections 346, 505, and 1146;

(o) resolve any matters relating to the pre- and post-confirmation sales of the Debtors' assets;

(p) grant any consensual request to extend the deadline for assuming or rejecting Unexpired Leases pursuant to Bankruptcy Code section 365(d)(4);

(q) hear any other matter not inconsistent with the Bankruptcy Code;

(r) hear and determine all disputes involving the existence, nature, or scope of the Debtors' discharge;

(s) enter a final decree closing any and all of the Chapter 11 Cases;

(t) enforce all orders previously entered by the Bankruptcy Court; and

(u) hear and determine all matters relating to any Subordinated Claim.

From the Confirmation Date through the Effective Date, the Bankruptcy Court shall retain jurisdiction with respect to each of the foregoing items and all other matters that were subject to its jurisdiction prior to the Confirmation Date; provided, however, that the Bankruptcy Court shall neither have nor retain exclusive jurisdiction over any post-Effective Date agreement, including but not limited to any of the Plan Transaction Documents. Nothing contained herein shall be construed to increase, decrease, or otherwise modify the independence, sovereignty, or jurisdiction of the Bankruptcy Court.

O. Miscellaneous Provisions

1. Binding Effect

Upon the Effective Date, the Plan shall be binding upon and inure to the benefit of the Debtors, the Reorganized Debtors, all current and former Holders of Claims, all current and former Holders of Interests, and all other parties-in-interest and their respective heirs, successors, and assigns.

2. Payment of Statutory Fees

All fees payable pursuant to section 1930 of title 28 of the United States Code, as of the entry of the Confirmation Order as determined by the Bankruptcy Court at the Confirmation Hearing, shall be paid on the Effective Date. From and after the Effective Date, the Liquidating Trust and the Reorganized Debtors shall pay fees pursuant to section 1930 of title 28 of the United States Code until the Chapter 11 Cases are closed by entry of the Inactive Debtors Final Decree (as to the Inactive Debtors) and a final decree as to Ryckman. Furthermore, following entry of the Confirmation Order, the Reorganized Debtors and the Liquidating Trust shall continue to file quarterly reports in compliance with Bankruptcy Rule 2015(a)(5), which such reports shall not purport to be prepared in accordance with GAAP and may not be construed as reports filed under the Exchange Act.

3. Modification and Amendments

The Debtors may alter, amend, or modify the Plan under Bankruptcy Code section 1127(a) at any time prior to the Confirmation Date. After the Confirmation Date and prior to substantial consummation of the Plan as defined in Bankruptcy Code section 1101(2), the Debtors may under Bankruptcy Code section 1127(b), institute proceedings in the Bankruptcy Court to remedy any defect or omission or reconcile any inconsistencies in the Plan, the Disclosure Statement, or the Confirmation Order, and such matters as may be necessary to carry out the purposes and effects of the Plan.

4. Confirmation of the Plan

The Debtors request Confirmation of the Plan under Bankruptcy Code section 1129(b) with respect to any Impaired Class that does not accept the Plan pursuant to Bankruptcy Code section 1126. The Debtors reserve the right to amend the Plan to the extent, if any, that Confirmation pursuant to Bankruptcy Code section 1129(b) requires modification.

5. Additional Documents

On or before the Effective Date, the Debtors may file with the Bankruptcy Court such agreements or other documents as may be necessary or appropriate to effectuate and further evidence the terms and conditions of the Plan. The Debtors, the Reorganized Debtors, or the Liquidating Trust, as applicable, and Holders of Claims receiving distributions pursuant to the Plan and all other parties in interest shall, from time to time, prepare, execute, and deliver any agreements or documents and take any other actions as may be necessary or advisable to effectuate the provision and intent of the Plan.

6. Dissolution of Creditors' Committee

Effective on the Effective Date, the Creditors' Committee shall dissolve automatically, whereupon their members, professionals, and agents shall be released from any further duties, responsibilities, and liabilities in the Chapter 11 Cases and under the Bankruptcy Code, provided that obligations arising under confidentiality agreements, joint interest agreements, and protective orders entered during the Chapter 11 Cases shall remain in full force and effect according to their terms. The Creditors' Committee may make applications for Professional Claims. The Professionals retained by the Creditors' Committee and the respective members of the Creditors' Committee shall not be entitled to compensation and reimbursement of expenses for services rendered after the Effective Date, provided, however, notwithstanding the foregoing, the Professionals retained by the Creditors' Committee shall be entitled to submit invoices for compensation and reimbursement of expenses for time spent with respect to applications for the allowance of compensation and reimbursement of expenses filed after the Effective Date and have such allowed amounts paid from the Holdback Escrow Account consistent with the procedures for payment from the Holdback Escrow Account set forth in the Plan.

7. Revocation, Withdrawal, or Nonconsummation

(a) **Right to Revoke or Withdraw.** The Debtors reserve the right to revoke or withdraw the Plan at any time prior to the Effective Date and file subsequent chapter 11 plans.

(b) **Effect of Withdrawal, Revocation, or Non-Consummation.** If the Debtors revoke or withdraw the Plan prior to the Effective Date, or if the Confirmation Date or the Effective Date does not occur, then the Plan, any settlement or compromise embodied in the Plan (including the fixing or limiting to an amount certain any Claim or Class of Claims or the allocation of the distributions to be made hereunder), the assumption or rejection of Executory Contracts or Unexpired Leases effected by the Plan, and any document or agreement executed pursuant to the Plan shall be null and void in all respects. In such event, nothing contained herein or in the Disclosure Statement, and no acts taken in preparation for consummation of the Plan, shall be deemed to constitute a waiver or release of any Claims, Interests, or Causes of Action by or against the Debtors or any other Entity, to prejudice in any manner the rights and defenses of the Debtors, the Holder of a Claim or Interest, or any Entity in any further proceedings involving the Debtors, or to constitute an admission, acknowledgement, offer, or undertaking of any sort by the Debtors or any other Entity.

8. Notices

After the Effective Date, any pleading, notice, or other document required by the Plan to be served on or delivered to the parties below shall be served as follows:

If to the Debtors or the Reorganized Debtors:

Ryckman Creek Resources, LLC
3 Riverway, Suite 1100
Houston, Texas 77056
Attention: General Counsel

with a copy (which shall not constitute notice) to:

Skadden, Arps, Slate, Meagher & Flom LLP
155 North Wacker Drive
Suite 2700
Chicago, Illinois 60610
Attention: George N. Panagakis
Christopher M. Dressel

-and-

Skadden, Arps, Slate, Meagher & Flom LLP
One Rodney Square
P.O. Box 636
Wilmington, Delaware 19899
Attention: Robert A. Weber

If to the DIP Agent or the Prepetition Agent:

1325 Avenue of the Americas, 6th Floor
New York, New York 10019
Attention: Patrick Kennedy

With a copy to:

1325 Avenue of the Americas, 11th Floor
New York, New York 10019
Attention: Cheryl LaBelle
Hans Beekmans

With a copy to:

Holland & Knight LLP
200 Crescent Court
Suite 1600
Dallas, Texas 75201
Attention: Robert W. Jones
Brent McIlwain

If to the Office of the United States Trustee:

Office of the United States Trustee for the District of Delaware
Room 2207, Lockbox 35
844 North King Street
Wilmington, Delaware 19801
Attention: Richard L. Schepacarter

9. Term of Injunctions of Stays

Unless otherwise provided in the Plan or in the Confirmation Order, all injunctions or stays in effect in the Chapter 11 Cases pursuant to Bankruptcy Code sections 105 or 362 or any order of the Bankruptcy Court, and existing on the Confirmation Date (excluding any injunctions or stays contained in the Plan or the Confirmation Order) shall remain in full force and effect until the Effective Date. All injunctions or stays contained in the Plan or the Confirmation Order shall remain in full force and effect in accordance with their terms.

10. Governing Law

Unless a rule of law or procedure is supplied by federal law (including the Bankruptcy Code and Bankruptcy Rules) or unless otherwise specifically stated, the laws of the State of New York shall govern the construction and implementation of the Plan and any agreements, documents, and instruments executed in connection with the Plan (except as otherwise set forth in those agreements, in which case the governing law of such agreements shall control). Corporate governance matters shall be governed by the laws of the state of formation of the applicable Reorganized Debtor.

11. Entire Agreement

Except as otherwise indicated, the Plan supersedes all previous and contemporaneous negotiations, promises, covenants, agreements, understandings, and representations on such subjects, all of which have become merged and integrated into the Plan.

12. Severability

If, prior to Confirmation, any term or provision of the Plan is held by the Bankruptcy Court to be invalid, void, or unenforceable, the Bankruptcy Court shall have the power to alter and interpret such term or provision to make it valid or enforceable to the maximum extent practicable, consistent with the original purpose of the term or provision held to be invalid, void, or unenforceable, and such term or provision shall then be applicable as altered or interpreted. Notwithstanding any such holding, alteration, or interpretation, the remainder of the terms and provisions of the Plan will remain in full force and effect and will in no way be affected, impaired, or invalidated by such holding, alteration, or interpretation. The Confirmation Order shall constitute a judicial determination and shall provide that each term and provision of the Plan, as it may have been altered or interpreted in accordance with the foregoing, is (a) valid and enforceable pursuant to its terms, (b) integral to the Plan and may not be deleted or modified without the Debtors' consent, and (c) nonseverable and mutually dependent.

13. No Waiver or Estoppel

Upon the Effective Date, each Holder of a Claim or Interest shall be deemed to have waived any right to assert that its Claim or Interest should be Allowed in a certain amount, in a certain priority, be secured, or not be subordinated by virtue of an agreement made with the Debtors and/or their counsel, the Creditors' Committee and/or its counsel, or any other party, if such agreement was not disclosed in the Plan, the Disclosure Statement, or papers filed with the Bankruptcy Court.

14. Conflicts

In the event that the provisions of the Disclosure Statement and the provisions of the Plan conflict, the terms of the Plan shall govern.

ARTICLE VII.

STATUTORY REQUIREMENTS FOR CONFIRMATION OF THE PLAN

The following is a brief summary of the Confirmation process. Holders of Claims and Interests are encouraged to review the relevant provisions of the Bankruptcy Code and to consult with their own advisors.

A. The Confirmation Hearing

Bankruptcy Code section 1128(a) provides that the Bankruptcy Court, after notice, may conduct the Confirmation Hearing to consider Confirmation of the Plan. Bankruptcy Code section 1128(b) provides that any party in interest may object to Confirmation of the Plan.

B. Confirmation Standards

The following requirements must be satisfied under Bankruptcy Code section 1129(a) before the Bankruptcy Court may confirm a plan of reorganization.

1. The plan complies with the applicable provisions of the Bankruptcy Code.

2. The proponents of the plan have complied with the applicable provisions of the Bankruptcy Code.

3. The plan has been proposed in good faith and not by any means forbidden by law.

4. Any payment made or to be made by the proponent, by a debtor, or by a person issuing securities or acquiring property under a plan, for services or for costs and expenses in or in connection with the chapter 11 cases, in connection with the plan and incident to the chapter 11 cases, has been approved by, or is subject to the approval of, the Bankruptcy Court as reasonable.

5. The proponent of the plan has disclosed the identity and affiliations of any individual proposed to serve, after confirmation of the plan, as a director, officer, or voting trustee of the debtors, an affiliate of the debtors participating in a joint plan with a debtor or a successor to a debtor under the plan, and the appointment to, or continuance in, such office of such individual is consistent with the interests of creditors and holders of interests and with public policies.

6. The proponent of the plan has disclosed the identity of any insider that will be employed or retained by the reorganized debtors and the nature of any compensation for such insider.

7. Any governmental regulatory commission with jurisdiction, after confirmation, over the rates of the debtor has approved any rate change provided for in the plan.

8. With respect to each holder within an impaired class of claims or interests, each such holder (i) has accepted the plan or (ii) will receive or retain under the plan on account of such claim or interest property of value, as of the effective date of the plan, that is not less than the amount that such holder would so receive or retain if the debtors were liquidated under chapter 7 of the Bankruptcy Code on such date.

9. With respect to each class of claims or interests, such class (i) has accepted the plan or (ii) is unimpaired under the plan; provided, however, that if the plan is rejected by an impaired class, the plan may be confirmed if it "does not discriminate unfairly" and is "fair and equitable" as to such class, is feasible, and is in the "best interests" of holders of claims and interests that are impaired under the plan.

10. Except to the extent that the holder of a particular claim has agreed to a different treatment of such claim, the plan provides that:

- with respect to a claim of a kind specified in Bankruptcy Code sections 507(a)(2) or 507(a)(3), on the effective date of the plan, the holder of the claim will receive on account of such claim cash equal to the allowed amount of such claim, unless otherwise agreed;

- with respect to a class of claim of the kind specified in Bankruptcy Code sections 507(a)(1), 507(a)(4), 507(a)(5), 507(a)(6), or 507(a)(7), each holder of a claim of such class will receive (i) if such class has accepted the Plan, deferred cash payments of a value, on the effective date of the plan, equal to the allowed amount of such claim or (ii) if such class has not accepted the plan, cash on the effective date of the plan equal to the allowed amount of such claim; and

- with respect to a priority tax claim of a kind specified in Bankruptcy Code section 507(a)(8), the holder of such claim will receive on account of such claim deferred cash payments, over a period not exceeding five years after the date of the order for relief, of a value, as of the effective date of the plan, equal to the allowed amount of such claim.

11. If a class of claims is impaired under the plan, at least one class of claims that is impaired under the plan has accepted the plan, determined without including any acceptance of the plan by any insider.

12. Confirmation of the plan is not likely to be followed by the liquidation, or the need for further financial reorganization, of the debtors or any successor to the debtors under the plan, unless such liquidation or reorganization is proposed in the plan.

13. All fees payable under section 1930 of title 28, as determined by the Bankruptcy Court at the hearing on confirmation of the plan, have been paid or the plan provides for the payment of all such fees on the effective date of the plan.

14. The plan provides that following the effective date of the plan, subject to the reorganized debtors' rights, if any, under applicable non-bankruptcy law, unless otherwise ordered by the Bankruptcy Court, the reorganized debtors shall continue to pay all retiree benefits, as that term is defined in Bankruptcy Code section 1114, at the level established under subsection (e)(1)(B) or (g) of section 1114 of the Bankruptcy Code, at any time prior to confirmation, for the duration of the period the debtor has obligated itself to provide such benefits.

C. Liquidation Analysis

As described above, Bankruptcy Code section 1129(a)(7) requires that each Holder of an Impaired Claim or Interest either (i) accept the Plan or (ii) receive or retain under the Plan property of a value, as of the Effective Date, that is not less than the value such Holder would receive if the Debtors were liquidated under chapter 7 of the Bankruptcy Code.

Based on the Liquidation Analysis attached hereto as Exhibit C, the Debtors believe that the value of any distributions if the Chapter 11 Cases were converted to cases under chapter 7 of the Bankruptcy Code would be no greater than the value of distributions under the Plan.

As a result, the Debtors believe Holders of Claims and Interests in all Impaired Classes will recover at least as much as a result of Confirmation of the Plan as they would recover through a hypothetical chapter 7 liquidation.

D. Financial Feasibility

Bankruptcy Code section 1129(a)(11) requires that a debtor demonstrate that confirmation of a plan is not likely to be followed by liquidation or the need for further financial reorganization. For purposes of determining whether the Plan meets this requirement, the Debtors have analyzed their ability to meet their obligations under the Plan and retain sufficient liquidity and capital resources to conduct their business.

The Debtors believe that the Plan meets the feasibility requirement set forth in Bankruptcy Code section 1129(a)(11). The Debtors' management, with the assistance of their advisors, have prepared the Financial Projections for the one month ending December 31, 2017 and the subsequent four years ending December 31, 2021. These Financial Projections and the assumptions upon which they are based, are attached hereto as Exhibit B.

In general, as illustrated by the Financial Projections, the Debtors believe that with the significantly deleveraged capital structure provided under the Plan and increased liquidity, the Reorganized Debtors should have sufficient cash flow and availability to make all payments required under the Plan while conducting ongoing business operations. Specifically, the Plan Sponsor has agreed to fund working capital and capital expenditures in an amount of no less than $5 million between the Effective Date and the first anniversary thereof, and during the second year, an additional $5 million, or such other amount as necessary to achieve 12 Bcf of capacity. Moreover, the Plan Sponsor Cash Consideration will allow the Debtors to make distributions provided to Creditors under the Plan. The Debtors believe that confirmation and consummation of the Plan is therefore not likely to be followed by the liquidation or further reorganization of the Reorganized Debtors. Accordingly, the Debtors believe that the Plan satisfies the feasibility requirement of Bankruptcy Code section 1129(a)(11).

THE FINANCIAL PROJECTIONS, INCLUDING THE UNDERLYING ASSUMPTIONS, SHOULD BE CAREFULLY REVIEWED IN EVALUATING THE PLAN. WHILE MANAGEMENT BELIEVES THE ASSUMPTIONS UNDERLYING THE FINANCIAL PROJECTIONS, WHEN CONSIDERED ON AN OVERALL BASIS, ARE REASONABLE IN LIGHT OF CURRENT CIRCUMSTANCES AND EXPECTATIONS, NO ASSURANCE CAN BE GIVEN THAT THE FINANCIAL PROJECTIONS WILL BE REALIZED. THE DEBTORS MAKE NO REPRESENTATION OR WARRANTY AS TO THE ACCURACY OF THE FINANCIAL PROJECTIONS.

The Financial Projections have not been examined or compiled by independent accountants. The Debtors make no representation as to their ability to achieve the projected results. Many of the assumptions on which the projections are based are inherently subject to significant economic and competitive uncertainties and contingencies beyond the control of the Debtors and their management. Inevitably, some assumptions will not materialize and unanticipated events and circumstances may affect the actual financial results. Therefore, the actual results achieved throughout the four-year period of the Financial Projections may vary from the projected results, and the variations may be material. All Holders of Claims that are entitled to vote to accept or reject the Plan are urged to examine carefully all of the assumptions on which the Financial Projections are based in connection with their evaluation of the Plan.

E. Valuation of Reorganized Ryckman

The valuation of Reorganized Ryckman as a going concern is based upon the value considerations underlying the sale of the New Common Units. The Debtors conducted a thorough and expansive marketing process for the sale of all or substantially all of the equity in Reorganized Ryckman, pursuant to the Court-approved Bidding Procedures, and as set forth in detail in Article V.P. of this Disclosure Statement. The Debtors solicited interest from a broad range of strategic and financial bidders. The imputed value of Reorganized Ryckman is $20 million, based on the agreement of the Plan Sponsor to provide the Plan Sponsor Cash Consideration, totaling $16 million, in exchange for 80% of the New Common Units. The Debtors believe that valuation set forth herein accurately reflects the market value associated with Reorganized Ryckman as demonstrated by the sale process.

This valuation is presented solely for the purpose of providing "adequate information" under Bankruptcy Code section 1125 to enable Holders of Claims entitled to vote to accept or reject the Plan to make an informed judgement about the Plan, and should not be used or relied upon for any other purpose. This valuation should be considered in conjunction with the risk factors described in Article VIII and the Financial Projections, attached hereto as Exhibit B.

F. Acceptance by Impaired Classes

The Bankruptcy Code also requires, as a condition to Confirmation, that each Class of Claims or Interests that is Impaired but still receives distributions under the Plan vote to accept the Plan, unless the Debtors can "cram-down" such Classes, as described below. A Class that is Unimpaired is presumed to have accepted the Plan and, therefore, solicitation of acceptances with respect to such Class is not required. A Class is Impaired unless the Plan leaves unaltered the legal, equitable, and contractual rights to which the Claim or Interest entitles the Holder of such Claim or Interest, or the Debtors cure any default and reinstate the original terms of the obligation.

Under Bankruptcy Code sections 1126(c) and 1126(d) and except as otherwise provided in Bankruptcy Code section 1126(e): (i) an Impaired Class of Claims has accepted the Plan if the Holders of at least two-thirds in dollar amount and more than half in number of the voting Allowed Claims have voted to accept the Plan and (ii) an Impaired Class of Interests has accepted the Plan if the Holders of at least two-thirds in amount of the Allowed Interests of such Class actually voting have voted to accept the plan.

G. Confirmation Without Acceptance by All Impaired Classes

Bankruptcy Code section 1129(b) allows the Bankruptcy Court to confirm the Plan, even if the Plan has not been accepted by all Impaired Classes, provided that the Plan has been accepted by at least one Impaired Class entitled to vote, without counting the vote of any insider, as defined in Bankruptcy Code section 101(31). Bankruptcy Code section 1129(b) permits the Debtors to confirm the Plan, notwithstanding the failure of any Impaired Class to accept the Plan, in a procedure commonly known as "cram-down," so long as the Plan "does not discriminate unfairly" and is "fair and equitable" as to each Impaired Class that has not accepted the Plan.

1. No Unfair Discrimination

A plan "does not discriminate unfairly" if (i) the legal rights of a nonaccepting class are treated in a manner that is consistent with the treatment of other classes whose legal rights are similar to those of the nonaccepting class and (ii) no class receives payments in excess of that which it is legally entitled to receive for its claims or interests. The test does not require that the treatment be the same or equivalent, but that such treatment be "fair."

The Debtors do not believe the Plan discriminates unfairly against any Impaired Class of Claims or Interests. The Debtors believe the Plan and the treatment of all Classes of Claims and Interests under the Plan satisfy the foregoing requirements for nonconsensual Confirmation.

2. Fair and Equitable Treatment

With respect to a dissenting class of claims or interests, the "fair and equitable" standard requires that a plan provide that either the claims or interests in each class received everything to which they are legally entitled or, with respect to unsecured claims, that classes junior in priority to the class receive nothing.

The Bankruptcy Code establishes different "fair and equitable" tests for holders of secured claims, unsecured claims, and interests, which may be summarized as follows:

a. Secured Claims. Either (i) each holder of a claim in an impaired class of secured claims retains its liens securing its secured claim and it receives on account of its secured claim deferred cash payments having a present value equal to the amount of its allowed secured claim, (ii) each holder of a claim in an impaired class of secured claims realizes the indubitable equivalent of its allowed secured claim, or (iii) the property securing the claim is sold free and clear of liens, with such liens to attach to the proceeds and the treatment of such liens on proceeds as provided in clause (i) or (ii) of this subparagraph.

b. Unsecured Claims. Either (i) each holder of a claim in an impaired class of unsecured claims receives or retains under the plan property of a value equal to the amount of its allowed claim or (ii) the holders of claims and interests that are junior to the claims of the dissenting class will not receive any property under the chapter 11 plan, subject to the applicability of the judicial doctrine of contributing new value.

c. Interests. Either (i) each holder of an equity interest in an impaired class of interests will receive or retain under the chapter 11 plan property of a value equal to the greater of (a) the fixed liquidation preference or redemption price, if any, of such stock or (b) the value of the stock or (ii) the holders of interests that are junior to the stock will not receive any property under the chapter 11 plan, subject to the applicability of the judicial doctrine of contributing new value.

The Debtors believe that the distributions provided under the Plan satisfy the "fair and equitable" requirements of the Bankruptcy Code. Certain Classes of Claims and Interests will receive no distribution under the Plan and are therefore conclusively deemed to reject the Plan. Accordingly, the Debtors will seek to confirm the Plan under Bankruptcy Code 1129(b) with respect to such Classes. In addition, although the Plan is predicated on the substantial support of

certain of the Debtors' Creditor constituencies, the Debtors reserve the right to seek confirmation of the Plan under Bankruptcy Code section 1129(b) if one or more voting Impaired Classes votes to reject the Plan.

H. Approval of Plan Settlements Under Bankruptcy Code Section 1123

Section 1123(b)(3)(A) of the Bankruptcy Code states that a chapter 11 plan may provide for the settlement of any claim belonging to the debtor or to its estate. When evaluating plan settlements under section 1123(b) of the Bankruptcy Code, courts consider the standards used to evaluate settlements under Bankruptcy Rule 9019. Pursuant to Bankruptcy Rule 9019, bankruptcy courts have the authority to approve a compromise or settlement. Settlements or compromises are generally favored in bankruptcy and are, in fact, encouraged.

In evaluating a settlement, the court does not substitute its judgment (or that of any other party) for that of the debtor. In re Edwards, 228 B.R. 552, 569 (Bankr. E.D. Pa. 1998). Instead, the court evaluates "whether the compromise is fair, reasonable, and in the interest of the estate." In re Louise's Inc., 211 B.R. 798, 801 (D. Del. 1997); In re Marvel Entm't Group, Inc., 222 B.R. 243 (D. Del. 1998) (proposed settlement held in best interest of the estate). The "best interest" test requires that the proposed settlement be "fair and equitable." Protective Comm. for Indep. Stockholders of TMT Trailer Ferry, Inc. v. Anderson, 390 U.S. 414, 424 (1968); Key3Media Group, Inc. v. Puliver.com Inc. (In re Key3Media Group, Inc.), 336 B.R. 87, 92 (Bankr. D. Del. 2005). In evaluating the fairness of a settlement, a court does not have to be convinced that the settlement is the best possible compromise, but only that the settlement falls within the reasonable range of litigation possibilities. See In re Washington Mutual, Inc., 442 B.R. 314, 328 (Bankr. D. Del. 2011); In re Capmark Fin. Group Inc., 438 B.R. 471, 515 (Bankr. D. Del. 2010); In re World Health Alt., Inc., 344 B.R. 291, 296 (Bankr. D. Del. 2006). Thus, a court should approve a settlement if the proposed agreement does not fall beneath the "lowest point in the range of reasonableness." Washington Mutual, 442 B.R. at 328; see also In re Coram Healthcare Corp., 315 B.R. 321, 330 (Bankr. D. Del. 2004).

The Third Circuit has identified four factors that courts should consider in determining whether a settlement falls within the lowest point in the range of reasonableness: (i) the probability of success in litigation; (ii) the likely difficulties in collection; (iii) the complexity of the litigation involved, and the expense, inconvenience, and delay necessarily attending it; and (iv) the paramount interest of the creditors. Myers v. Martin (In re Martin), 91 F.3d 389, 393 (3d Cir. 1996).

As described above, the Plan provides for various releases by the Debtors (the "Debtor Release") and by certain third parties (the "Third Party Release" and together with the Debtor Release, the "Releases"). The Releases are an integral part of the Plan and are critical to obtaining the support of the prepetition and postpetition lenders for the Plan. The Debtors believe that the Releases are reasonable and appropriate and should be approved under the standard set forth above.

The Debtors do not believe any released Causes of Action have merit. Given the Debtors' view on the limited likelihood of success on the merits, the significant expense and delay associated with pursuing the released Causes of Action, and the critical importance of the

Prepetition Lenders' and DIP Lenders' support to the Debtors' ability to successfully reorganize and emerge from the Chapter 11 Cases, the Debtors believe that the Releases are reasonable and appropriate and should be approved as part of the Plan pursuant to Bankruptcy Code section 1123 and Bankruptcy Rule 9019.

ARTICLE VIII.

PLAN-RELATED RISK FACTORS

As noted above, there can be no guarantee that the assumptions, estimates, and projections underlying the Plan will continue to be accurate or valid at any time after the date hereof. This section of the Disclosure Statement explains that there are certain risk factors that each voting Holder of a Claim should consider in determining whether to vote to accept or reject the Plan. Accordingly, each Holder of a Claim who is entitled to vote on the Plan should read and carefully consider the following factors, as well as the other information set forth in this Disclosure Statement (and the documents delivered together herewith and/or incorporated by reference herein), before deciding whether to vote to accept or to reject the Plan.

A. General

The Plan sets forth the means for satisfying the Claims against and Interests in each of the Debtors. Certain Claims are not expected to be paid in full. Nevertheless, the reorganization of the Debtors' business and operations under the proposed Plan avoids the potentially adverse impact of the likely increased delays and costs associated with a chapter 7 liquidation of the Debtors. The Plan has been proposed after a careful consideration of all reasonable restructuring alternatives. Despite the risks inherent in the Plan, as described herein, the Debtors believe that the Plan is in the best interests of Creditors when compared to all reasonable alternatives.

B. Plan May Not Be Accepted

There can be no assurance that the requisite acceptances to confirm the Plan will be obtained. Thus, while the Debtors believe the Plan is confirmable under the standards set forth in Bankruptcy Code section 1129, there is no guarantee that the Plan will be accepted by the requisite Classes entitled to vote on the Plan.

In addition, the Plan provides for the payment of certain Cash-Settled Claims (First-Out DIP Facility Claims; Professional Claims; Cure Claims; Other Priority Claims; and all Administrative Claims, other than DIP Facility Claims that are not First-Out DIP Facility Claims) over time from the Plan Sponsor Cash Consideration. The Cash-Settled Claims comprise Claims that are not subject to compromise under a chapter 11 plan absent the consent of the affected Holder. The Debtors believe that the Plan provides superior recoveries for Holders of Cash-Settled Claims than any other alternative and have engaged (and will continue to engage) in discussions with such Holders concerning the relative merits of the Plan. Although the Debtors believe that such Holders have strong incentives to compromise their Cash-Settled Claims as set forth in the Plan (i.e., by accepting payment in full over time from the Plan Sponsor Cash Consideration), there can be no assurances that they will do so.

C. Certain Bankruptcy Considerations

Even if all voting Impaired Classes vote in favor of the Plan, and even if with respect to any Impaired Class deemed to have rejected the Plan the requirements for "cram-down" (discussed in more detail in Article VII herein) are met, the Bankruptcy Court, which, as a court of equity, may exercise substantial discretion, may choose not to confirm the Plan. Bankruptcy Code section 1129 requires, among other things, a showing that confirmation of the Plan will not be followed by liquidation or the need for further financial reorganization of the Debtors, and that the value of distributions to dissenting Holders of Claims and Interests will not be less than the value such Holders would receive if the Debtors were liquidated under chapter 7 of the Bankruptcy Code, see infra Article X. Although the Debtors believe that the Plan will meet such tests, there can be no assurance that the Bankruptcy Court will reach the same conclusion.

D. Claims Estimations

The Debtors reserve the right to object to the amount or classification of any Claim or Interest except any such Claim or Interest that is deemed Allowed under the Plan or except as otherwise provided in the Plan. The estimated Claim amounts set forth herein reflect the Debtors' expectation of the Claims that will ultimately be allowed in each Class. However, there can be no assurance that such estimated Claim amounts are correct or accurate. The estimated amounts are subject to certain risks, uncertainties, and assumptions. Should one or more of these risks or uncertainties materialize, or should underlying assumptions prove incorrect, the actual Allowed amount of Claims may vary significantly from those estimated herein.

E. Risk Factors That May Affect the Recoveries to Creditors

1. The Debtors cannot guarantee recoveries to Holders of Cash-Settled Claims.

Pursuant to Article 9.2(a) of the Plan, Holders of Cash-Settled Claims will receive their Pro Rata share of Available Cash on the Initial Distribution Date and each Periodic Distribution Date. Recoveries to Holders of Cash-Settled Claims depend on the Plan Sponsor's timely payment of the principal and interest on the Plan Sponsor Note. The Debtors believe that the Plan Sponsor will make timely payments on the Plan Sponsor Note; however, in the event such payments are not made, the Plan Sponsor Note is also secured by the assets of the Plan Sponsor, including a pledge of the Plan Sponsor's New Common Units, and guaranteed by (a) Reorganized Ryckman (which guarantee shall be secured by a first-priority lien on substantially all assets of Reorganized Ryckman) and (b) the Plan Sponsor Parent. However, in the event on non-payment, there can be no certainty that the security or the guarantee on the Plan Sponsor Note will be sufficient to pay all Cash-Settled Claims in full.

2. The Debtors cannot guarantee what recovery will be available to Holders of Allowed Claims in Class 3.

Various factors make certainty in Creditor recoveries impossible. In particular, the number or amount of Claims in the Voting Classes that will ultimately be Allowed will affect the size of each Holder's share of the Class 3 Common Units. Moreover, recoveries are dependent on the future value of the Reorganized Debtors, which is highly uncertain and will depend on a

number of future factors, as further discussed below, many of which are beyond the Debtors' control. As set forth in Article IV of the Plan, Holders of Class 3 Unsecured Claims will receive Class 3 Common Units, the value of which will depend on the value of the Reorganized Debtors' business.

In addition, to the extent the Purported Lienholders are determined to hold a valid, senior Lien pursuant to a Priority Determination, the Liquidating Trust shall, on the Priority Determination Date, assume such Allowed Class 1 Claim and grant each Holder thereof a Purported Lienholder Replacement Lien, which (i) shall attach to the Liquidating Trust Common Units and any proceeds thereof with the same validity, force, and effect that the Lien securing such Allowed Class 1 Claim had against the collateral securing such Allowed Class 1 Claim as of the Effective Date and (ii) shall be immediately enforceable by the Holder thereof pursuant to applicable non-bankruptcy law. Accordingly, the value of the Class 3 Common Units will depend on any applicable Priority Determination.

The value received from the Class 3 Common Units will also depend on whether the Plan Sponsor exercises the Plan Sponsor Call Right, the percentage of Liquidating Trust Common Units the Plan Sponsor purchases, and the timing of the exercise of the call right.

3. Actual amounts of Allowed Claims may differ from the estimated Claims and adversely affect the percentage recovery on certain Claims.

The Claims estimates set forth above are based on various assumptions. The actual amounts of certain Claims may differ significantly from those estimates should one or more of the underlying assumptions prove to be incorrect. Such differences may be material and adversely affect the percentage recovery to Holders of such Allowed Claims under the Plan.

4. The Reorganized Debtors may not achieve projected financial results or be able to finance all operating expenses, working capital needs, and capital expenditures.

The Reorganized Debtors may not be able to meet their projected financial results. To the extent the Reorganized Debtors do not meet their projected financial results or achieve projected revenues and cash flows, the Reorganized Debtors may lack sufficient liquidity to continue operating as planned after the Effective Date, may not be able to meet their operational needs, and may not reach a value sufficient to allow the Liquidating Trust Beneficiaries to receive distributions under the Plan. Any one of these failures may preclude the Reorganized Debtors from, among other things: (i) increasing their current customer base; (ii) taking advantage of future opportunities; (iii) servicing existing or future customers or fulfilling obligations to these customers; (iv) growing their business; or (v) responding to competitive pressures.

Further, a failure of the Reorganized Debtors to meet their projected financial results or achieve their projected revenues and cash flows could lead to cash flow and working capital constraints, which may require the Reorganized Debtors to seek additional working capital, including amounts in excess of the Plan Sponsor Working Capital Commitment. The Reorganized Debtors may not be able to obtain such working capital when it is required.

Further, even if the Reorganized Debtors were able to obtain additional working capital, it may only be available on unreasonable terms. For example, the Reorganized Debtors may be required to take on additional debt, the interest costs of which could adversely affect the results of the operations and financial condition of the Reorganized Debtors. Moreover, the Plan Sponsor has committed to fund capital expenditures and working capital of Reorganized Ryckman in an amount of (i) $5 million between the Effective Date and the first anniversary thereof, and (ii)(a) an incremental $5 million, or (b) such lesser amount as is sufficient to achieve 12 Bcf of capacity at the Ryckman Creek Facility, between the first and second anniversaries of the Effective Date, pursuant to the Plan Sponsor Agreement, the full amount of which will not be funded on the Effective Date. Although the Debtors expect that the Plan Sponsor will provide the Plan Sponsor Working Capital Commitment, as needed, there can be no assurances that it will timely pay such commitments or that its obligation to do so will remain free from dispute. Any of these factors may, in turn, reduce or eliminate any value to the Liquidating Trust Beneficiaries.

In addition, and as further set forth below at Article VIII.E.5., infra, the Debtors do not have a long or proven history of operations and, as discussed at Article V.A., supra, have faced numerous construction and operational challenges since their formation. There can be no guarantee that the Reorganized Debtors will not face further operational challenges which may prevent the Reorganized Debtors from meeting the Financial Projections or providing value to the Holders of New Common Units.

The Debtors do not, as a matter of course, publish their business plans and strategies or forward-looking projections of financial position, results from operations, and cash flows. The Debtors do not anticipate that they will, and disclaim any obligation to, furnish updated business plans or projections to the Holders of Claims or Interests, or to include such information in documents required to be filed with the Securities and Exchange Commission, if any, or to otherwise make such information public.

5. The Reorganized Debtors' ability to continue to operate depends on their ability to assume or replace the Surface Lease.

The Ryckman Creek Facility is located on land owned by the Uinta Livestock Grazing Partnership and the Bell Butte Grazing Partnership (together, the "Grazing Partnerships"). Currently, the Debtors lease surface rights from the Grazing Partnerships pursuant to that certain Restated Surface Access and Damage Agreement, dated as of June 30, 2014 (the "Surface Lease"). If the Debtors are unable to assume or replace the Surface Lease, the Reorganized Debtors would not have access to or be able to continue to operate the Ryckman Creek Facility. Accordingly, the Debtors intend to seek to assume the Surface Lease and it is a condition precedent to the Effective Date of the Plan that the Debtors assume the Surface Lease. The Grazing Partnerships filed an objection to the Disclosure Statement [Docket No. 1117] (the "Grazing Partnerships' Objection") asserting that, among other things, in order to assume the Surface Lease, the Debtors are required by an indemnification clause therein to remove any of purported Statutory Lien Claims which encumber or purport to encumber the Grazing Partnerships' real property.

As set forth in Article 4.1(b)(ii) of the Plan, on the Effective Date, all Liens and security interests asserted by the Purported Lienholders shall be deemed discharged, cancelled, and released and shall be of no further force and effect. To that end, the Plan and the Confirmation Order provide for the extinguishment of such Liens, and the Debtors and/or the Reorganized Debtors, as applicable, are authorized under the Plan to take any and all actions to effectuate the foregoing, including by filing a release of such Liens in the appropriate local county clerk's office and/or seeking further relief from the Bankruptcy Court, if necessary, to enforce the extinguishment of such Liens under the Plan and the Confirmation Order. The Debtors intend to work with such Holders and the Grazing Partnerships as needed to resolve any concerns of the Grazing Partnerships regarding the release of Liens encumbering its property.

The Debtors believe the Grazing Partnerships will be supportive of the Debtors' proposed assumption of the Surface Lease once fully cured. However, in the event that the Liens are not resolved as against the Grazing Partnerships' real property, the Grazing Partnerships' Objection to assumption of the Surface Lease may be asserted at the Confirmation Hearing. In the event that the Debtors are unable to resolve the Grazing Partnerships' Objection or obtain any requisite Court order overruling such objection, the Debtors may be unable to assume the Surface Lease. In such event, the Debtors may be unable to consummate the Plan.

6. The Reorganized Debtors' business is uncertain and unproven.

Due to the nature of the natural gas storage industry and the limited historical operations of the Ryckman Creek Facility, the value of the Reorganized Debtors is highly uncertain. Among other things, the value of the Reorganized Debtors could be negatively impacted in the event that (i) there remains limited confidence from potential long-term firm storage service customers given the lack of significant operating history at the Ryckman Creek Facility and limited certainty regarding long-term firm storage contracts; (ii) the natural gas market continues to lack volatility or large seasonal differences in natural gas prices; or (iii) there is no increase in demand for natural gas storage capacity in the facility's operating area.

F. Bankruptcy-Specific Risk Factors That Could Negatively Impact the Debtors' Business

1. The Company is subject to the risks and uncertainties associated with the Chapter 11 Cases.

For the duration of the Chapter 11 Cases, the Company's operations and its ability to execute its business strategy will be subject to risks and uncertainties associated with bankruptcy. These risks include:

- the Company's ability to continue as a going concern;
- the Debtors' ability to obtain Bankruptcy Court approval with respect to motions filed in the Chapter 11 Cases from time to time;
- the Debtors' ability to develop, prosecute, confirm and consummate the Plan described herein or any other plan of reorganization with respect to the Chapter 11 Cases;

- the ability of third parties to file a plan of reorganization, as the Debtors' final extension of the plan exclusivity period expired on August 2, 2017;[28]

- the ability of third parties to seek and obtain court approval to convert the Chapter 11 Cases to chapter 7 cases;

- the Company's ability to retain key vendors or secure alternative supply sources;

- the Company's ability to obtain and maintain normal payment and other terms with vendors and service providers;

- the Company's ability to maintain contracts that are critical to its operations;

- the Company's ability to attract, motivate, and retain management and other key employees; and

- the Company's ability to fund and execute its business plan.

2. The Company's businesses could suffer from a long and protracted restructuring.

The Company's future results are dependent upon the successful confirmation and implementation of a plan of reorganization. Failure to obtain this approval in a timely manner could adversely affect its operating results, as its ability to obtain financing to fund operations will be harmed by further protracted bankruptcy proceedings. If a liquidation or protracted reorganization were to occur, there is a significant risk that the value of the Company's enterprise would be substantially eroded to the detriment of all stakeholders, and the business is unlikely to be able to continue as a going-concern.

Furthermore, the Company cannot predict the ultimate amount of all settlement terms for the liabilities that will be subject to a plan of reorganization. Even once a plan of reorganization is approved and implemented, the Company's operating results may be adversely affected by the possible reluctance of prospective lenders, customers, or vendors to do business with a company that recently emerged from bankruptcy proceedings.

[28] Bankruptcy Code section 1121(d) authorizes the Bankruptcy Court to extend the Debtors' exclusive period to file a plan by as much as 18 months, and the exclusive period to solicit votes on a plan by 20 months. See 11 U.S.C. § 1121(d). On May 26, 2017, the Bankruptcy Court entered an order [Docket No. 1031] extending the plan exclusivity period to August 2, 2017, and the solicitation exclusivity period to October 2, 2017, which is the maximum time permitted under Bankruptcy Code section 1121(d).

G. Certain Tax Consequences of the Plan Raise Unsettled and Complex Legal Issues and Involve Various Factual Determinations

Some of the material consequences of the Plan regarding U.S. federal income taxes are summarized in Article IX. Some of these tax issues raise unsettled and complex legal issues, and also involve factual determinations, that raise additional uncertainties. The Debtors cannot ensure that the U.S. Internal Revenue Service (the "IRS") will not take a contrary view and no ruling from the IRS has been or will be sought regarding the tax consequences described in Article IX. In addition, the Debtors cannot ensure that the IRS will not challenge various positions the debtors have taken, or intend to take, with respect to various tax issues, or that a court would not sustain such a challenge. For a more detailed discussion of risks relating to the specific positions the Debtors intend to take with respect to various tax issues, please see Article IX.

H. Classification and Treatment of Claims and Interests

Bankruptcy Code section 1122 requires that the Plan classify Claims against, and Interests in, the Debtors. The Bankruptcy Code also provides that the Plan may place a Claim or Interest in a particular Class only if such Claim or Interest is substantially similar to the other Claims or Interests of such Class. The Debtors believe that all Claims and Interests have been appropriately classified in the Plan.

To the extent that the Bankruptcy Court finds that a different classification is required for the Plan to be confirmed, the Debtors would seek (i) to modify the Plan to provide for whatever classification might be required for confirmation and (ii) to use the acceptances received from any Creditor pursuant to this solicitation for the purpose of obtaining the approval of the Class or Classes of which such Creditor ultimately is deemed to be a member. Any such reclassification of Creditors, although subject to the notice and hearing requirements of the Bankruptcy Code, could adversely affect the Class in which such Creditor was initially a member, or any other Class under the Plan, by changing the composition of such Class and the vote required for approval of the Plan. There can be no assurance that the Bankruptcy Court, after finding that a classification was inappropriate and requiring a reclassification, would approve the Plan based upon such reclassification. Except to the extent that modification of classification in the Plan requires resolicitation, the Debtors will, in accordance with the Bankruptcy Code and the Bankruptcy Rules, seek a determination by the Bankruptcy Court that acceptance of the Plan of any Holder of Claims pursuant to this solicitation will constitute a consent to the Plan's treatment of such Holder regardless of the Class as to which such Holder is ultimately deemed to be a member. The Debtors believe that under the Bankruptcy Rules, they would be required to resolicit votes for or against the Plan only when a modification adversely affects the treatment of the Claim of any Creditor or equity holder.

The Bankruptcy Code also requires that the Plan provide the same treatment for each Claim or Interest of a particular Class unless the Holder of a particular Claim or Interest agrees to a less favorable treatment of its Claim or Interest. The Debtors believe that the Plan complies with the requirement of equal treatment. To the extent that the Bankruptcy Court finds that the Plan does not satisfy such requirement, the Bankruptcy Court could deny confirmation of the Plan.

Issues or disputes relating to classification and/or treatment could result in a delay in the confirmation and consummation of the Plan and could increase the risk that the Plan will not be consummated.

I. Conditions Precedent to Consummation of the Plan

The Plan provides for certain conditions that must be satisfied (or waived) prior to the Effective Date. As of the date of this Disclosure Statement, there can be no assurance that any or all of the conditions in the Plan will be satisfied (or waived). Accordingly, even if the Plan is confirmed by the Bankruptcy Court, there can be no assurance that the Plan will be consummated and the restructuring completed.

J. Liquidation Under Chapter 7

If the Plan is not confirmed promptly, the Debtors' Chapter 11 Cases will likely be converted to a case under chapter 7 of the Bankruptcy Code, pursuant to which a trustee would be elected or appointed to liquidate the assets of the Debtors for distribution in accordance with the priorities established by the Bankruptcy Code. A discussion of the effects that a chapter 7 liquidation would have on the recoveries of Holders of Claims and the Debtors' Liquidation Analysis is described herein and attached hereto as Exhibit C.

ARTICLE IX.

CERTAIN UNITED STATES FEDERAL INCOME TAX CONSEQUENCES

The following discussion summarizes certain anticipated U.S. federal income tax consequences of the Plan to the Debtors and certain U.S. Holders (as defined below) of Claims that are entitled to vote to accept or reject the Plan. This discussion is provided for information purposes only and is based on the Internal Revenue Code of 1986, as amended (the "Tax Code"), the U.S. Treasury Regulations promulgated thereunder (the "Treasury Regulations"), judicial authorities, and published administrative rules, rulings, and pronouncements of the U.S. Internal Revenue Service (the "IRS"), all as in effect as of the date hereof, and all of which are subject to change or differing interpretations, possibly with retroactive effect.

For purposes of this discussion, the term "U.S. Holder" means a Holder of a Claim that is for U.S. federal income tax purposes (i) an individual citizen or resident of the United States; (ii) a corporation, or entity treated as a corporation, organized in or under the laws of the United States, any state thereof, or the District of Columbia; (iii) a trust if (a) a court within the United States is able to exercise primary supervision over the administration of the trust and one or more U.S. persons have the authority to control all substantial decisions of the trust or (b) such trust has made a valid election to be treated as a U.S. person for U.S. federal income tax purposes; or (iv) an estate, the income of which is includible in gross income for U.S. federal income tax purposes regardless of its source.

This discussion addresses only those U.S. Holders that hold Claims as capital assets within the meaning of the Tax Code. This discussion does not address all aspects of U.S. federal income taxation that may be relevant to a particular U.S. Holder in light of its particular facts and circumstances, or to certain types of U.S. Holders subject to special treatment under the Tax

Code (for example, non-U.S. taxpayers, governmental entities and entities exercising governmental authority, banks and certain other financial institutions, broker-dealers, insurance companies, tax-exempt organizations, real estate investment trusts, regulated investment companies, small business investment companies, subchapter S corporations, persons holding a Claim as part of a hedge, straddle, constructive sale, conversion transaction, or other integrated transaction, U.S. Holders that are, or hold their Claims through, a partnership or other pass-through entity, persons that have a functional currency other than the U.S. dollar, dealers in securities or foreign currencies, employees of the Debtors, and persons who received their Claims pursuant to the exercise of an option or otherwise as compensation). This discussion does not address any aspects of state, local, non-U.S. taxation, or U.S. federal taxation other than income taxation. Additionally, this discussion does not address the U.S. federal income tax consequences to U.S. Holders that are unimpaired under the Plan or to U.S. Holders that are not entitled to vote or to receive or retain any property under the Plan.

If a partnership (including any entity treated as a partnership for U.S. federal income tax purposes) holds Claims, the U.S. federal income tax consequences to the partners of such partnership will depend on the activities of the partnership and the status of the partners. A partnership considering participating in the Plan should consult its tax advisor regarding the consequences to the partnership and its partners of the Plan.

The U.S. federal income tax consequences of the Plan are complex and are subject to significant uncertainties. This discussion assumes that the various debt and other arrangements to which any Debtor is a party will be respected for U.S. federal income tax purposes in accordance with their form. A substantial amount of time may elapse between the date of this Disclosure Statement and the receipt of a final distribution under the Plan. Events occurring after the date of this Disclosure Statement, such as additional tax legislation, court decisions, or administrative changes, could affect the U.S. federal income tax consequences of the Plan and the transactions contemplated thereunder. No ruling has been or will be sought from the IRS with respect to any of the tax aspects of the Plan, and no opinion of counsel has been or will be obtained by the Debtors with respect thereto. No representations are being made regarding the particular tax consequences of the confirmation or implementation of the Plan as to any U.S. Holder. This discussion is not binding upon the IRS or other tax authorities. No assurance can be given that the IRS or another authority would not assert, or that a court would not sustain, a different position from any discussed herein. Accordingly, each U.S. Holder is strongly urged to consult its tax advisor regarding the U.S. federal, state, local, and non-U.S. tax consequences of the Plan to such U.S. Holder.

A. U.S. Federal Income Tax Consequences to the Debtors

Peregrine Midstream and Ryckman are each currently treated as partnerships for U.S. federal income tax purposes. Each of Peregrine Rocky Mountains and Holdings is treated as an entity disregarded as separate from its parent for U.S. federal income tax purposes. Accordingly, as described further below, the U.S. federal income tax consequences of the Plan will generally not be borne by the Debtors, but will be borne by the partners of Peregrine Midstream or Ryckman. As a result of the Plan, Peregrine Midstream, Peregrine Rocky Mountains and Holdings are expected to dissolve, and the consequences of such dissolution will not be borne by the Debtors. As a result of the transactions contemplated by the Plan, Reorganized Ryckman

may be treated as "terminated" under the Tax Code and so may have lower depreciation and amortization deductions available to offset future taxable income.

As a result of the consummation of the transactions contemplated by thePlan, the Debtors may realize substantial cancellation of indebtedness income ("CODI"), which would be allocated to the Debtors' equity owners that are partners immediately before the debt is extinguished, notwithstanding that those partners may have their equity interests cancelled as part of the Plan.

In general, absent an exception, a taxpayer will realize and recognize CODI upon satisfaction of its outstanding indebtedness for total consideration less than the amount of such indebtedness. CODI is taxable as ordinary income. The amount of CODI, in general, is the excess of (i) the adjusted issue price of the indebtedness discharged, over (ii) the sum of (x) the issue price of any new indebtedness of the taxpayer issued, (y) the amount of cash paid, and (z) the fair market value of any other consideration given in exchange for such indebtedness at the time of the exchange (e.g., new equity interests). Where the debtor is a partnership for U.S. federal income tax purposes, such as Ryckman and Peregrine Midstream, such CODI is allocated to its partners, and the partners (rather than the partnership) are subject to tax on such amount.

There are exceptions to the recognition of CODI. For example, a taxpayer is not required to include CODI in gross income if either the taxpayer is under the jurisdiction of a court in a case under the Bankruptcy Code and the discharge of debt occurs pursuant to that case, or the taxpayer is insolvent, as specifically defined for U.S. federal income tax purposes, at the time the CODI is triggered. In the case of any entity taxed as a partnership, such as Ryckman and Peregrine Midstream, the availability of any exception to the recognition of CODI is tested at the partner level, and not at the partnership level (and, in the case of any partner that is itself a partnership, the availability of any such exception is tested with respect to that partnership's partners). Accordingly, whether the partners of Ryckman and Peregrine Midstream will be able to exclude any CODI allocated to them will depend on the particular circumstances of the individual partners. U.S. Holders are urged to consult their tax advisors as to the particular tax consequences to them of the allocation of such CODI, including the ability to offset any such CODI with available losses, if any, and whether or not they may avail themselves of any exception to the recognition of CODI.

B. U.S. Federal Income Tax Consequences to U.S. Holders

Pursuant to the Plan, U.S. Holders are expected to receive, on account of the portion of its Claim being exchanged pursuant to the Plan, interests in the Liquidating Trust, which is intended to qualify as a "grantor trust" for U.S. federal income tax purposes, pursuant to Sections 671 through 679 of the Tax Code. Such U.S. Holders will be treated as the grantors of the Liquidating Trust and deemed to be the owners of an undivided interest in the Liquidating Trust Assets (subject to the rights of creditors of the Liquidating Trust). Consequently, the transfer of the Liquidating Trust Assets to the Liquidating Trust will be treated as a deemed transfer of those assets from the Debtors to the U.S. Holders (subject to the tax consequences, as described below) followed by a deemed transfer by such U.S. Holders to the Liquidating Trust for U.S. federal income tax purposes. Each such U.S. Holder will take a basis in its Pro Rata share of the Liquidating Trust Assets equal to the respective fair market value, and each such U.S. Holder's holding period in such assets will begin the day after the U.S. Holder receives such property. For

all U.S. federal income tax purposes, the Liquidating Trust Beneficiaries will be required to use the valuation of the Liquidating Trust Assets as determined by the Liquidating Trustee.

1. Consequences to U.S. Holders of Class 1 Claims

Pursuant to the Plan, the Liquidating Trust shall grant each U.S. Holder of an Allowed Class 1 Statutory Lien Claim a Purported Lienholder Replacement Lien, which (1) shall attach to the Liquidating Trust Assets other than the Liquidating Trust Funds with the same validity, force, and effect that the Lien securing such Allowed Class 1 Claim had against the collateral securing such Allowed Class 1 Statutory Lien Claim as of the Effective Date and (2) shall be immediately enforceable by the Holder thereof pursuant to applicable non-bankruptcy law.

The tax treatment of a U.S. Holder of an Allowed Class 1 Statutory Lien Claim that is treated as receiving a Purported Lienholder Replacement Lien will depend on whether the receipt of the Purported Lienholder Replacement Lien is treated as an "exchange" of such Allowed Class 1 Statutory Lien Claim for U.S. federal income tax purposes. The determination of whether an "exchange" of an Allowed Class 1 Statutory Lien Claim has occurred is complex and uncertain. However, the Debtors believe, and intend to take the position that, the issuance of Purported Lienholder Replacement Liens in respect of Allowed Class 1 Statutory Lien Claims constitutes an "exchange" for U.S. federal income tax purposes. Under such a characterization, a U.S. Holder would be treated as exchanging its "old" Claim for a "new" Claim that gives rise to the Purported Lienholder Replacement Lien.

Assuming the issuance of Purported Lienholder Replacement Liens in respect of Allowed Class 1 Statutory Lien Claims is treated as an "exchange" for U.S. federal income tax purposes, a U.S. Holder generally will recognize gain or loss equal to the difference, if any, between the amount realized by the U.S. Holder on the deemed exchange and the U.S. Holder's adjusted tax basis in the Allowed Class 1 Statutory Lien Claims (subject to possible deferral of any loss realized under the wash sale rules). The amount realized by a U.S. Holder in such an exchange would depend upon, among other factors, whether the "old" Claims or "new" Claims are "publicly traded" within the meaning of applicable Treasury Regulations, as discussed below. This taxable transaction will result in a new holding period with respect to the "new" Claims and, if gain or loss is recognized on the deemed exchange, could also result in the "new" Claims having a different tax basis, a different schedule for the accrual of interest, or bond premium or original issue discount ("OID") (which OID, unless considered "de minimis," within the meaning of the Tax Code may be required to be accrued into gross income on a constant yield basis). Holders of Allowed Class 1 Statutory Lien Claims should consult their tax advisors regarding any tax consequences to them of the Plan and the related transactions.

If the receipt of a Purported Lienholder Replacement Lien is treated as an "exchange" under the Tax Code, a U.S. Holder of a Class 1 Claim who receives a Purported Lienholder Replacement Lien may recognize gain or loss for U.S. federal income tax purposes in an amount equal to the difference between (i) the issue price of the Class 1 Statutory Lien Claim and (ii) the U.S. Holder's adjusted tax basis in the portion of the Claim exchanged therefor. Such gain or loss should be capital in nature (subject to the "accrued interest" and "market discount" rules described below) and should be long-term capital gain or loss if the Claim was held for more

than one year by the U.S. Holder. The deductibility of capital losses is subject to limitations under the Tax Code.

A U.S. Holder's tax basis in its Purported Lienholder Replacement Lien should generally equal the issue price on the date the Purported Lienholder Replacement Lien is received. A U.S. Holder's holding period for its Purported Lien Holder Replacement Lien should begin on the day following the date the Purported Lienholder Replacement Lien is received.

The issue price of the "new" Claims underlying the Purported Lienholder Replacement Liens could depend on whether the "new" or "old" Claims are considered to be "traded on an established market." In general, a debt instrument will be treated as traded on an established market if, at any time during the 31-day period ending 15 days after the issue date, (i) a "sales price" for an executed purchase of the debt instrument appears on a medium that is made available to issuers of debt instruments, persons that regularly purchase or sell debt instruments, or persons that broker purchases or sales of debt instruments; (ii) a "firm" price quote for the debt instrument is available from at least one broker, dealer, or pricing service for property and the quoted price is substantially the same as the price for which the person receiving the quoted price could purchase or sell the property; or (iii) there are one or more "indicative" quotes available from at least one broker, dealer, or pricing service for property. Notwithstanding the preceding rules, a debt instrument will not be treated as traded on an established market if, at the time the determination of the issue price is made, the outstanding stated principal amount of the issue that includes the debt instrument does not exceed $100 million.

2. Consequences to U.S. Holders of Class 2 Claims

Pursuant to the Plan, a U.S. Holder of a Class 2 Other Priority Claim will be treated as the owner of an undivided interest in the Liquidating Trust Assets and (i) will receive its Pro Rata share of the Available Cash and (ii) will be treated as receiving its Pro Rata share of an interest in the Plan Sponsor Note. Such U.S. Holders will recognize gain or loss in an amount equal to the difference between (i) the cash received with respect to the Other Priority Claim plus the adjusted issue price of such U.S. Holder's Pro Rata interest in the Plan Sponsor Note, and (ii) such U.S. Holder's tax basis in the Claim exchanged therefor. Such gain or loss will constitute long-term capital gain or loss if the U.S. Holder of the Claim held such Claim for longer than one year or short-term capital gain or loss if the U.S. Holder of the Claim held such Claim for one year or less. Long-term capital gains of non-corporate U.S. Holders are taxed at preferential rates, and capital losses are subject to limitations on deductibility. Such U.S. Holder's basis in its Pro Rata share of the Plan Sponsor Note will be the adjusted issue price of its Pro Rata share of the Plan Sponsor Note, and such U.S. Holder's holding period will begin the day after receipt of an interest in the Liquidating Trust. The determination of the adjusted issue price of the Sponsor Note will depend on whether the interests in the Liquidating Trust entitled to receive payments from the Sponsor Note are "publicly traded," as described above. Accordingly U.S. Holders of Class 2 Claims should consult their tax advisors regarding any tax consequences to them of the Plan and the related transactions.

3. Consequences to U.S. Holders of Class 3 Claims

Pursuant to the Plan, a U.S. Holder of a Class 3 Claim will be treated as the owner of an undivided interest in the Liquidating Trust Assets and thus will be treated as receiving its Pro Rata share of 2% of the New Common Units of Reorganized Ryckman, and generally should not recognize any income, gain, or loss (except to the extent such interests are received with respect to accrued but unpaid interest). The holding period for an interest in the Liquidating Trust for such a U.S. Holder will include the period during which the U.S. Holder held the exchanged Class 3 Claim (except to the extent such interests are received with respect to accrued but unpaid interest, in which case the holding period will begin the day after receipt of an interest in the Liquidating Trust).

4. Consequences of Owning an Interest in the Liquidating Trust

Since Reorganized Ryckman is expected to be taxed as a partnership for U.S. federal income tax purposes, items of income, gain, loss and deduction of Reorganized Ryckman will be allocated to the holders of equity interests in Reorganized Ryckman (including holders who hold their interest indirectly through the Liquidating Trust) and such holders will take such items into account whether or not Reorganized Ryckman makes any distributions to its partners. The resulting tax liability of a partner in respect of such income may exceed the cash that such partner receives from Reorganized Ryckman. In addition, tax-exempt and non-U.S. persons may be subject to certain adverse tax consequences from owning and disposing of an equity interest in Reorganized Ryckman, and Reorganized Ryckman is expected to be treated as regularly engaged in a U.S. trade or business. Each holder of equity interests in Reorganized Ryckman is urged to consult its tax advisor regarding the tax consequences of owning and disposing of equity interests in a partnership.

A U.S. Holder's tax basis in its equity interests in Reorganized Ryckman initially will be equal to the tax basis of the Claims (or portions thereof) exchanged therefor, increased by any accrued interest recognized by such U.S. Holder as a result of having received such equity interests. A U.S. Holder's tax basis generally will be (i) increased by the U.S. Holder's share of (a) Reorganized Ryckman income and (b) any increases in such U.S. Holder's share of Reorganized Ryckman' liabilities and (ii) decreased, but not below zero, by the amount of (a) all distributions to the U.S. Holder from Reorganized Ryckman, (b) the U.S. Holder's share of Reorganized Ryckman' losses, and (c) any decreases in the U.S. Holder's share of Reorganized Ryckman' liabilities. A U.S. Holder of equity interests in Reorganized Ryckman may suffer adverse consequences if certain debt instruments are reclassified as equity, as described above. Such reclassified instruments would not be treated as Reorganized Ryckman' liabilities that would otherwise increase such equity holder's basis in its interests.

5. Market Discount

The market discount provisions of the Tax Code may apply to U.S. Holders of Claims. Generally, if a U.S. Holder purchased the Claim at a price less than such Claim's principal amount, the difference would constitute "market discount" for federal income tax purposes. In general, a debt obligation other than a debt obligation with a fixed maturity of one year or less that is acquired by a holder in the secondary market (or, in certain circumstances, upon original issuance) is a "market discount bond" as to that holder if its stated redemption price at maturity (or, in the case of a debt obligation having OID, the revised issue price) exceeds the adjusted tax

basis of the bond in the holder's hands immediately after its acquisition. However, a debt obligation will not be a "market discount bond" if such excess is less than a statutory de minimis amount (equal to 0.25 percent of the sum of all remaining payments to be made on the Claim, excluding qualified stated interest, multiplied by the number of remaining whole years to maturity). Any gain recognized by such U.S. Holder on the receipt of cash in respect of its Claim would be treated as ordinary income to the extent of such accrued but unrecognized market discount. In addition, if accrued market discount is not recognized upon the receipt of equity interests in Reorganized Ryckman, gain recognized upon a subsequent disposition of such equity interests may be treated as ordinary income to the extent of the accrued market discount not previously recognized.

6. Allocation of Plan Distributions Between Principal and Interest

To the extent that any Allowed Claim entitled to a distribution under the Plan comprises indebtedness and accrued but unpaid interest thereon, the Debtors intend to take the position that, for income tax purposes, such distribution shall be allocated to the principal amount of the Allowed Claim first and then, to the extent the consideration exceeds the principal amount of the Allowed Claim, to the portion of such Allowed Claim representing accrued but unpaid interest. No assurances can be made in this regard. If, contrary to the Debtors' intended position, such a distribution were treated as being allocated first to accrued but unpaid interest, a U.S. Holder of such an Allowed Claim would realize ordinary income with respect to the distribution in an amount equal to the accrued but unpaid interest not already taken into income under the U.S. Holder's method of accounting, regardless of whether the U.S. Holder otherwise realized a loss as a result of the Plan. Conversely, a U.S. Holder generally would recognize a deductible loss to the extent that any accrued interest was previously included in its gross income and was not paid in full. To the extent that any portion of the distribution is treated as interest, U.S. Holders may be required to provide certain tax information in order to avoid the withholding of taxes.

C. Information Reporting and Backstop Withholding

Payments with respect to Claims pursuant to the Plan and gains on a future disposition of equity interests in Reorganized Ryckman may be subject to information reporting to the IRS and backup withholding at the applicable rate. Backup withholding is not an additional tax. Amounts withheld under the backup withholding rules may be credited against a U.S. Holder's U.S. federal income tax liability, and a U.S. Holder may obtain a refund of any excess amounts withheld under the backup withholding rules by filing an appropriate claim for refund with the IRS (generally, a U.S. federal income tax return).

In addition, Treasury Regulations generally require disclosure by a taxpayer on its U.S. federal income tax return of certain types of transactions in which the taxpayer participated, including, among other types of transactions, certain transactions that result in the taxpayer claiming a loss in excess of specified thresholds. Each U.S. Holder is strongly urged to consult its tax advisor regarding these regulations and whether the transactions contemplated by the Plan would be subject to these regulations and require disclosure on the U.S. Holder's tax returns.

ARTICLE X.

ALTERNATIVES TO CONFIRMATION AND CONSUMMATION OF THE PLAN

The Debtors believe that the Plan affords Holders of Claims and Interests the potential for the greatest realization on the Debtors' assets and, therefore, is in the best interests of such Holders. Indeed, the Debtors do not believe there are any feasible alternatives to the Plan that would allow the Debtors' business to continue as a going concern. If the Plan is not confirmed, however, the theoretical alternatives include: (i) continuation of the pending Chapter 11 Cases; (ii) sale of the Debtors' assets under Bankruptcy Code section 363; (iii) alternative plan or plans of reorganization; or (iv) liquidation of the Debtors under chapter 7 or chapter 11 of the Bankruptcy Code.

A. Continuation of the Bankruptcy Cases

If the Debtors remain in chapter 11, they could continue to operate their business and manage their properties as debtors in possession, but they would remain subject to the restrictions imposed by the Bankruptcy Code. It is doubtful that the Debtors could survive as a going concern if they are unable to emerge in the near future. In particular, the Debtors would have great difficulty gaining access to sufficient liquidity to allow them to continue their operations as a going concern. Moreover, protracted chapter 11 proceedings will make it difficult for the Debtors to expand their customer base, which is critical to the ultimate success of the Debtors' business. The Company's key remaining challenges are operational and therefore do not require that the Company remain in chapter 11.

B. Sale of Substantially All of the Debtors' Assets Under Bankruptcy Code Section 363

In lieu of the present Plan, the Debtors could sell substantially all of their assets to a buyer under Bankruptcy Code section 363. A section 363 sale would leave a residual estate consisting of the proceeds of the sale and any excluded assets and unassumed liabilities. Following the sale, the Debtors would remain in chapter 11 to administer this residual estate and distribute proceeds to Creditors pursuant to a chapter 11 plan of liquidation or a liquidation pursuant to chapter 7 of the Bankruptcy Code.

The Debtors do not believe that a sale under section 363 is a realistic alternative to the Plan. If the Debtors were to sell their assets pursuant to Bankruptcy Code section 363, any buyer would likely not be permitted to assume the Debtors' FERC permits, and could not operate the Ryckman Creek Facility until receipt of new FERC permits. Accordingly, such process would be time consuming and expensive, and a buyer's willingness to enter into such a transaction is doubtful. Moreover, the Debtors believe the Plan provides recoveries greater than what Creditors would likely achieve in a section 363 sale, but with the advantages of greater efficiency and greater certainty as to outcome. In particular, an asset sale at this point in the Debtors' operations would likely result in a fairly low value, while the Plan accounts for and enables Creditors to share in the potentially materially greater future value of the Debtors.

C. Alternative Plans of Reorganization

If the Plan is not confirmed, the Debtors or any other party in interest in the Chapter 11 Cases could propose a different plan or plans. As explained above, the Debtors' exclusive period to file a plan of reorganization expired on August 2, 2017. However, the Debtors do not anticipate any alternative plan of reorganization that would provide for the continuation of the Debtors' businesses absent the sale of the Company. No other potential bidders have emerged that would allow the Debtors' business to continue as a going concern. Moreover, the Debtors have to alternative source of funding for a standalone reorganization. Accordingly, in the event that the Plan is not confirmed, the Debtors' reorganization through an alternative plan of reorganization is unlikely. The Debtors believe the prospect of an alternative plan of reorganization that delivers greater value to economic stakeholders is remote.

D. Liquidation Under Chapter 7 or Chapter 11

If no plan is confirmed, the Chapter 11 Cases will likely be converted to cases under chapter 7 of the Bankruptcy Code. In chapter 7 cases, a trustee or trustees would be appointed to liquidate the assets of the Debtors. It is impossible to predict precisely how the proceeds of the liquidation would be distributed to the respective Holders of Claims or Interests.

However, the Debtors believe that Creditors would lose the materially higher going-concern value if the Debtors were forced to liquidate. In addition, the Debtors believe that in liquidation under chapter 7, before Creditors received any distribution, additional administrative expenses involved in the appointment of a trustee or trustees and attorneys, accountants, and other professionals to assist such trustees would cause a substantial diminution in the value of the Estate. The assets available for distribution to Creditors would be reduced by such additional expenses and by claims, some of which would be entitled to priority, which would arise by reason of the liquidation and from the rejection of leases and other executory contracts in connection with the cessation of operations and the failure to realize the greater going-concern value of the Debtors' assets.

The Debtors may also be liquidated under a chapter 11 plan. In a liquidation under chapter 11, the Debtors' assets could be sold in an orderly fashion over a more extended period of time than in a liquidation under chapter 7. Thus, a chapter 11 liquidation might result in larger recoveries than a chapter 7 liquidation, but the delay in distributions could result in lower present values received and higher administrative costs. Because a trustee is not required in a chapter 11 case, expenses for professional fees could be lower than in a chapter 7 case, in which a trustee must be appointed. However, any distribution to the Holders of Claims or Interests under a chapter 11 liquidation plan probably would be delayed substantially. In addition, as with a chapter 7 liquidation, the Debtors believe that Creditors would lose the materially higher going-concern value if the Debtors were forced to liquidate under a chapter 11 plan. Moreover, absent additional capital from an alternative source, the Debtors are unlikely to have liquidity to fund a chapter 11 liquidation.

The Liquidation Analysis attached hereto as Exhibit C illustrates the recoveries the Debtors anticipate in a liquidation scenario. The Liquidation Analysis is premised upon a hypothetical liquidation in a chapter 7 case. In the Liquidation Analysis, the Debtors have taken

into account the nature, status, and underlying value of their assets, the ultimate realizable value of their assets, and the extent to which such assets are subject to liens and security interests. The likely form of any liquidation in a chapter 7 proceeding would be the sale of individual assets. Based on this analysis, it is likely that a chapter 7 liquidation of the Debtor's assets would produce less value for distribution to each class of Creditors than that recoverable under the Plan. In the Debtors' opinion, the recoveries projected to be available in a chapter 7 liquidation are not likely to afford Holders of Claims and Interests as great a realization potential as does the Plan.

ARTICLE XI.

PLAN SUPPLEMENT

Exhibits to the Plan not attached hereto shall be filed in one or more Plan Supplements. Any Plan Supplement (and amendments thereto) filed by the Debtors shall be deemed an integral part of the Plan and shall be incorporated by reference as if fully set forth therein. The Plan Supplements may be viewed at the office of the clerk of the Court or its designee during normal business hours, by visiting the Court's website at www.deb.uscourts.gov (PACER account required) or at the Claims Agent website http://www.kccllc.net/ryckman, or by written request to the Claims Agent at:

Kurtzman Carson Consultants LLC
Re: Ryckman Creek Resources, LLC, et al.
2335 Alaska Avenue
El Segundo, California 90245
Attn: Voting Department
Email: RyckmanInfo@kccllc.com
Telephone: (877) 634-7178

The documents contained in any Plan Supplements shall be subject to approval by the Bankruptcy Court pursuant to the Confirmation Order.

ARTICLE XII.

RECOMMENDATION AND CONCLUSION

For all of the reasons set forth in this Disclosure Statement, the Debtors recommend the Plan because it provides for greater distributions to the Holders of Claims and Interests than would otherwise result in a liquidation under chapter 7 of the Bankruptcy Code. In addition, any alternative other than Confirmation could result in extensive delays and increased administrative expenses resulting in smaller distributions to the Holders of Claims. Accordingly, the Debtors recommend that Holders of Claims entitled to vote on the Plan support Confirmation and vote to accept the Plan.

Dated: Houston, Texas
November 13, 2017

Respectfully submitted,

Ryckman Creek Resources, LLC

/s/ Robert D. Albergotti
Name: Robert D. Albergotti
Title: Vice President of Restructuring

Ryckman Creek Resources Holding Company LLC

/s/ Robert D. Albergotti
Name: Robert D. Albergotti
Title: Vice President of Restructuring

Peregrine Rocky Mountains LLC

/s/ Robert D. Albergotti
Name: Robert D. Albergotti
Title: Vice President of Restructuring

Peregrine Midstream Partners LLC

/s/ Robert D. Albergotti
Name: Robert D. Albergotti
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/s/ Robert A. Weber
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Counsel for Debtors and Debtors in Possession

EXHIBIT A

Modified Fourth Amended Joint Chapter 11 Plan of Reorganization of Ryckman Creek Resources, LLC and its Affiliated Debtors and Debtors-in-Possession

Solicitation Version

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	:	Chapter 11
RYCKMAN CREEK RESOURCES, LLC, *et al.*,	:	Case No. 16-10292 (KJC)
	:	Jointly Administered
Debtors.[1]	:	

MODIFIED FOURTH AMENDED JOINT CHAPTER 11 PLAN OF REORGANIZATION OF RYCKMAN CREEK RESOURCES, LLC AND ITS AFFILIATED DEBTORS AND DEBTORS-IN-POSSESSION

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Counsel for Debtors and Debtors-in-Possession

Dated: Wilmington, Delaware
November 13, 2017

[1] The Debtors and, where applicable, the last four digits of their respective taxpayer identification numbers are as follows: Ryckman Creek Resources, LLC (4180), Ryckman Creek Resources Holding Company LLC, Peregrine Rocky Mountains LLC, and Peregrine Midstream Partners LLC (3363). The address of the Debtors' corporate headquarters is 3 Riverway, Suite 1100, Houston, Texas 77056.

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INTRODUCTION

Ryckman Creek Resources, LLC ("**Ryckman**") and certain of its Affiliates, the debtors and debtors-in-possession in the above-captioned cases, hereby propose this joint chapter 11 plan of reorganization for the resolution of outstanding Claims and Interests. The Debtors are the proponents of this Plan within the meaning of Bankruptcy Code section 1129. The distributions to be made to Holders of Claims are set forth herein.

Under Bankruptcy Code section 1125(b), a vote to accept or reject this Plan cannot be solicited from a Holder of a Claim or Interest until a disclosure statement has been approved by the Bankruptcy Court and distributed to Holders of Claims and Interests. The Modified Third Amended Disclosure Statement With Respect to the Second Amended Joint Plan of Reorganization of Ryckman Creek Resources, LLC and Its Affiliated Debtors and Debtors in Possession [Docket No. 549] was approved by the Bankruptcy Court on August 5, 2016, and votes thereon were solicited from Holders of Claims. However, the Debtors ultimately decided to file an amended plan of reorganization and resolicit acceptances of such plan from Holders of Claims.

Accordingly, on May 25, 2017, the Debtors filed the Third Amended Joint Chapter 11 Plan of Reorganization of Ryckman Creek Resources, LLC and Its Affiliated Debtors and Debtors-in-Possession [Docket No. 1027] (the "**Third Amended Plan**") and the Fourth Amended Disclosure Statement With Respect to the Third Amended Joint Chapter 11 Plan of Reorganization of Ryckman Creek Resources, LLC and Its Affiliated Debtors and Debtors-in-Possession [Docket No. 1028]. Following the Debtors' marketing and sale process, the Debtors decided to further amend the Third Amended Plan. Accordingly, the Debtors file this Plan, which contemplates the sale of 80% of the equity interests in Reorganized Ryckman to 31 Midstream LLC, pursuant to the terms of a plan sponsor agreement.

The Disclosure Statement, as amended, was approved by the Bankruptcy Court on _____, __, 2017. The amended Disclosure Statement contains, among other things, a discussion of the Debtors' history, business, properties and operations, risk factors associated with the business and this Plan, a summary and analysis of this Plan, and certain related matters.

ALL HOLDERS OF CLAIMS WHO ARE ENTITLED TO VOTE ARE ENCOURAGED TO READ THIS PLAN AND THE DISCLOSURE STATEMENT IN THEIR ENTIRETY BEFORE VOTING TO ACCEPT OR REJECT THIS PLAN.

Subject to the restrictions and requirements set forth in Bankruptcy Code section 1127 and Bankruptcy Rule 3019 and those restrictions on modifications set forth in Article XIV of this Plan, the Debtors expressly reserve their rights to alter, amend, modify, revoke, or withdraw this Plan one or more times prior to its substantial consummation.

ARTICLE I

DEFINITIONS, RULES OF INTERPRETATION, AND COMPUTATION OF TIME

A. Scope of Definitions

For purposes of this Plan, except as expressly provided otherwise or unless the context requires otherwise, all capitalized terms not otherwise defined shall have the meanings ascribed to them in Article I.B of this Plan. Any term used in this Plan that is not defined herein, but is defined in the Bankruptcy Code or the Bankruptcy Rules, shall have the meaning ascribed to that term in the Bankruptcy Code or the Bankruptcy Rules.

B. Definitions

1.1 "**Administrative Claim**" means a Claim for payment of an administrative expense of a kind specified in Bankruptcy Code section 503(b) and entitled to priority pursuant to Bankruptcy Code section 507(a)(2), including, but not limited to, the actual, necessary costs and expenses, incurred on or after the Petition Date, of preserving the Estates and operating the business of the Debtors, including wages, salaries, or commissions for services rendered after the commencement of the Chapter 11 Cases; Section 503(b)(9) Claims; DIP Facility Claims (including claims for adequate protection pursuant to the DIP Order); Professional Claims; and all fees and charges assessed against the Estates under chapter 123 of title 28 of the United States Code.

1.2 "**Administrative Claim Request Form**" means the form to be included in the Plan Supplement for submitting Administrative Claim requests.

1.3 "**Administrative Claims Bar Date**" means the deadline for filing proofs of, or requests for, payment of Administrative Claims, which shall be 30 days after the Effective Date, unless otherwise ordered by the Bankruptcy Court, and except with respect to (a) DIP Facility Claims, (b) Professional Claims, (c) Administrative Claims Allowed by an order of the Bankruptcy Court on or before the Effective Date, (d) Ordinary Course Administrative Claims, or (e) Statutory UST Fees. The Holders of Administrative Claims of the type described in the foregoing clauses (a) through (e) shall not be required to file an Administrative Claim Request Form.

1.4 "**Administrative Claims Objection Deadline**" means the last day for filing an objection to any request for the payment of an Administrative Claim, which shall be the later of (a) 90 days after the Effective Date or (b) such other date specified in this Plan or ordered by the Bankruptcy Court. The filing of a motion by the Liquidating Trustee to extend the Administrative Claims Objection Deadline shall automatically extend the Administrative Claims Objection Deadline until a Final Order is entered on such motion. In the event that such motion to extend the Administrative Claims Objection Deadline is denied by the Bankruptcy Court, the Administrative Claims Objection Deadline shall be the later of (i) the current Administrative Claims Objection Deadline (as previously extended, if applicable) or (ii) 30 days after the

Bankruptcy Court's entry of an order denying the motion to extend the Administrative Claims Objection Deadline.

1.5 "**Affiliates**" has the meaning ascribed to such term by Bankruptcy Code section 101(2).

1.6 "**Agents**" means, collectively, the Prepetition Agent and the DIP Agent.

1.7 "**Allowed**" means, as to a Claim or any portion thereof, a Claim or portion of a Claim:

(a) as to which a Proof of Claim has been timely filed with the Bankruptcy Court by the Bar Date, but only to the extent that the Claim asserted in such Proof of Claim is liquidated and noncontingent (or becomes liquidated or is rendered noncontingent pursuant to the procedures set forth in the Plan), and either (i) no objection to its allowance has been, or is intended to be, filed by the Debtors or the Reorganized Debtors by the Claims Objection Deadline, or (ii) any objection to its allowance has been settled or withdrawn or has been denied by a Final Order;

(b) as to which no Proof of Claim has been timely filed with the Bankruptcy Court by the Bar Date *and* (i) the liquidated and noncontingent amount of which is Scheduled other than (x) at zero, (y) in an unknown amount, or (z) as disputed *and* (ii) no objection to its allowance has been, or is intended to be, filed by the Debtors or the Reorganized Debtors by the Claims Objection Deadline;

(c) with respect to Administrative Claims that are not DIP Facility Claims, Professional Claims, Administrative Claims Allowed by an order of the Bankruptcy Court on or before the Effective Date, Statutory UST Fees, or DIP Facility Claims, Administrative Claims (i) that qualify as Ordinary Course Administrative Claims or (ii) as to which either a timely Administrative Claim Request Form is filed on or before the Administrative Claims Bar Date, which is not subject to an objection submitted on or before the Administrative Claims Objection Deadline;

(d) with respect to Administrative Claims that are Professional Claims, as to which a timely application for allowance of such Professional Claims has been filed with the Bankruptcy Court and allowed by a Final Order of the Bankruptcy Court;

(e) with respect to DIP Facility Claims or Statutory UST Fees, the amount of such DIP Facility Claims or Statutory UST Fees, the entire amount of which shall automatically be deemed Allowed without further action by any party; or

(f) that is expressly allowed in a liquidated amount in this Plan.

1.8 "**Available Cash**" means, as of the Initial Distribution Date or any Periodic Distribution Date, the amount of Plan Sponsor Cash Consideration held by the Liquidating Trust as of such date (excluding, for the avoidance of doubt, any Plan Sponsor Cash Consideration previously distributed to Holders of Claims), less the Liquidating Trust Funds.

1.9 "**Avoidance Actions**" means any and all rights, claims, and causes of action which a trustee, debtor-in-possession, or other appropriate party-in-interest would be able to assert on behalf of any of the Estates under applicable state statutes or the avoidance provisions of chapter 5 of the Bankruptcy Code, including actions under one or more of the provisions of Bankruptcy Code sections 544, 545, 547, 548, 550, and 553.

1.10 "**Bankruptcy Code**" means the Bankruptcy Reform Act of 1978, as amended and codified in title 11 of the United States Code, 11 U.S.C. §§ 101–1532, as in effect on the date hereof but, with respect to amendments to the Bankruptcy Code subsequent to commencement of the Chapter 11 Cases, only to the extent that such amendments were made expressly applicable to bankruptcy cases which were filed as of the enactment of such amendments.

1.11 "**Bankruptcy Court**" means the United States Bankruptcy Court for the District of Delaware or such other court as may have jurisdiction over the Chapter 11 Cases.

1.12 "**Bankruptcy Rules**" means the Federal Rules of Bankruptcy Procedure and the Official Bankruptcy Forms, as amended, the Federal Rules of Civil Procedure, as amended, as applicable to the Chapter 11 Cases or proceedings therein, and the Local Bankruptcy Rules, as applicable to the Chapter 11 Cases or proceedings therein, as the case may be.

1.13 "**Bar Date**" means the deadlines set by the Bankruptcy Court pursuant to the Bar Date Order or other Final Order for filing proofs of claim in the Chapter 11 Cases, as the context may require, which was April 11, 2016, except for Governmental Units, for whom the Bar Date is August 1, 2016.

1.14 "**Bar Date Order**" means the order entered by the Bankruptcy Court on February 29, 2016 [Docket No. 111], which established the Bar Date, and any subsequent order supplementing such order or relating thereto.

1.15 "**Bridge Facility**" means that certain superpriority debtor-in-possession secured credit facility provided to the Debtors by the Bridge Lender pursuant to the terms and conditions set forth in the Bridge Financing Term Sheet (as defined in the DIP Order), as authorized by the Bankruptcy Court, as may be amended or modified from time to time.

1.16 "**Bridge Lender**" means ING Capital LLC, in its capacity as agent and lender under the Bridge Facility.

1.17 "**Business Day**" means any day, excluding Saturdays, Sundays, and "legal holidays" (as defined in Bankruptcy Rule 9006(a)), on which commercial banks are open for business in New York City.

1.18 "**Cash**" means legal tender of the United States of America and equivalents thereof.

1.19 "**Cash-Settled Claims**" means, collectively, First-Out DIP Facility Claims; Professional Claims; Cure Claims; Other Priority Claims; and all Administrative Claims, other than DIP Facility Claims that are not First-Out DIP Facility Claims.

1.20 "**Causes of Action**" means any and all actions, claims, proceedings, causes of action, suits, accounts, demands, controversies, agreements, promises, rights to legal remedies, rights to equitable remedies, rights to payment and claims, whether known, unknown, reduced to judgment, not reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, secured, or unsecured, and whether asserted or assertable directly or derivatively, at law, in equity, or otherwise, including actions brought prior to the Petition Date, actions under chapter 5 of the Bankruptcy Code, including any Avoidance Actions, and actions against any Entity for failure to pay for products or services provided or rendered by the Debtors, all claims, suits, or proceedings relating to enforcement of the Debtors' intellectual property rights, including patents, copyrights, and trademarks, and all claims or causes of action seeking recovery of the Debtors' or the Reorganized Debtors' accounts receivable or other receivables or rights to payment created or arising in the ordinary course of the Debtors' or the Reorganized Debtors' businesses, based in whole or in part upon any act or omission or other event occurring prior to the Petition Date or during the course of the Chapter 11 Cases, including through the Effective Date.

1.21 "**Chapter 11 Cases**" means the chapter 11 cases of the Debtors pending in the Bankruptcy Court and being jointly administered under Case No. 16-10292 (KJC).

1.22 "**Claim**" means any claim against the Debtors, whether or not asserted, as defined in Bankruptcy Code section 101(5), or an Administrative Claim, as applicable.

1.23 "**Claims, Noticing, and Solicitation Agent**" means Kurtzman Carson Consultants LLC.

1.24 "**Claims Objection Deadline**" means, as applicable (except for Administrative Claims), (a) the day that is the later of (i) the first Business Day that is at least one year after the Effective Date and (ii) as to proofs of claim filed after the Bar Date, the first Business Day that is at least 180 days after a Final Order is entered deeming the late filed claim timely filed or (b) such later date as may be established by the Bankruptcy Court upon request of the Reorganized Debtors without further notice to parties-in-interest.

1.25 "**Class**" means a category of Holders of Claims or Interests classified together pursuant to Bankruptcy Code sections 1122 and 1123(a)(1), as described in Article III of this Plan.

1.26 "**Class 1 Election**" means the election of a Purported Lienholder on its voting ballot to accept its Pro Rata share of the Class 1 Settlement Pool in full and final satisfaction, settlement, release, and discharge of and in exchange for its asserted Statutory Lien Claim; *provided*, *however*, that if Cash proceeds comprising the Class 1 Settlement Pool are not received by the Liquidating Trust by the Priority Determination Date, all Class 1 Elections shall be null and void automatically.

1.27 "**Class 1 Settlement Pool**" means the first $900,000 in net Cash proceeds of the Liquidating Trust Common Units (which may, for the avoidance of doubt, consist of Cash consideration paid by the Plan Sponsor to exercise the Plan Sponsor Call Right).

1.28 "**Class 3 Common Units**" means 10% of the Liquidating Trust Common Units.

1.29 "**Confirmation**" means the entry, within the meaning of Bankruptcy Rules 5003 and 9012, of the Confirmation Order, subject to all conditions specified having been satisfied or waived.

1.30 "**Confirmation Date**" means the date on which Confirmation occurs.

1.31 "**Confirmation Hearing**" means the hearing before the Bankruptcy Court held under Bankruptcy Code section 1128 to consider Confirmation of this Plan and related matters, which hearing may be adjourned or continued from time to time.

1.32 "**Confirmation Order**" means the order of the Bankruptcy Court confirming this Plan under Bankruptcy Code section 1129.

1.33 "**Creditor**" has the meaning ascribed to such term in Bankruptcy Code section 101(10).

1.34 "**Creditors' Committee**" means the official committee of unsecured Creditors appointed pursuant to Bankruptcy Code section 1102(a) in the Chapter 11 Cases on February 12, 2016, as may be reconstituted from time to time.

1.35 "**Cure**" means the payment or other honoring of all obligations required to be paid or honored in connection with assumption of an Executory Contract or Unexpired Lease pursuant to Bankruptcy Code section 365, including (a) the cure of any non-monetary defaults to the extent required, if at all, pursuant to Bankruptcy Code section 365, and (b) with respect to monetary defaults, the distribution of Cash or such other property as may be agreed upon by the parties or ordered by the Bankruptcy Court in an amount equal to all unpaid monetary obligations or such other amount as may be agreed upon by the parties under such Executory Contract or Unexpired Lease, to the extent such obligations are enforceable under the Bankruptcy Code and applicable non-bankruptcy law.

1.36 "**Cure Notice**" means the notice of proposed Cure amount provided to counterparties to assumed Executory Contracts or Unexpired Leases pursuant to Article 7.1(e) of this Plan.

1.37 "**Cure Objection Deadline**" means the deadline for filing objections to a Cure Notice or proposed Cure, the ability of the Reorganized Debtors or any assignee to provide "adequate assurance of future performance" within the meaning of Bankruptcy Code section 365, or any other matter pertaining to assumption, which shall be the date established for filing and serving objections to Confirmation, which date shall be set forth in the Cure Notice.

1.38 "**Customer**" means the counterparty to a Customer Contract.

1.39 "**Customer Adequate Assurance Package**" means all documents and information, if any, that the Debtors propose as adequate assurance of future performance relating to such Customer Contract under section 365(b)(1)(C) of the Bankruptcy Code.

1.40 "**Customer Contract**" means an Executory Contract or Unexpired Lease pursuant to which the Debtors provide natural gas storage and related services at the Debtors' underground natural gas storage facility.

1.41 "**Debtors**" means, collectively, Ryckman Creek Resources, LLC; Ryckman Creek Resources Holding Company LLC; Peregrine Rocky Mountains LLC; and Peregrine Midstream Partners LLC.

1.42 "**DIP Agent**" means ING Capital LLC, in its capacity as administrative agent under the DIP Credit Agreement.

1.43 "**DIP Common Units**" means 90% of the Liquidating Trust Common Units.

1.44 "**DIP Credit Agreement**" means that certain Senior Secured Super-Priority Debtor-In-Possession Credit and Security Agreement, dated as of March 24, 2016, by and among Ryckman, each of the lenders party thereto, and the DIP Agent, as amended, supplemented, or otherwise modified from time to time, and all documents executed or delivered in connection therewith.

1.45 "**DIP Facility**" means that certain $56,000,000 debtor-in-possession secured credit facility provided to the Debtors by the DIP Lenders pursuant to the DIP Credit Agreement as authorized by the Bankruptcy Court pursuant to the DIP Order, as amended or modified from time to time.

1.46 "**DIP Facility Claim**" means any Claim arising under, derived from, based upon, or as a result of the DIP Facility, including all fees and expenses owed under the DIP Facility.

1.47 "**DIP Lenders**" means the institutions party from time to time as "Lenders" under the DIP Credit Agreement providing the loans under the DIP Facility.

1.48 "**DIP Order**" means that certain Final Order that was entered by the Bankruptcy Court on March 24, 2016 [Docket No. 195], authorizing and approving the DIP Facility and the agreements related thereto, as amended by (a) the Order Approving Amended Stipulation and Agreement by and Among the Debtors, the DIP Agent, and the DIP Lenders [Docket No. 801], (b) the Final Order Authorizing the Debtors to Amend the DIP Facility to Obtain Additional Financing and Granting Related Relief [Docket No. 975], and (c) the Final Second Supplemental Order Authorizing the Debtors to Further Amend the DIP Facility to Obtain Additional Financing and Granting Related Relief [Docket No. 1198].

1.49 "**Disallowed**" means (a) a Claim, or any portion thereof, that has been disallowed by a Final Order or a settlement, or as provided in this Plan, (b) a Claim or any portion thereof that is Scheduled at zero or as contingent, disputed, or unliquidated and as to which a Proof of Claim Bar Date has been established but no Proof of Claim has been timely filed or deemed timely filed with the Bankruptcy Court pursuant to either the Bankruptcy Code or any Final Order of the Bankruptcy Court or otherwise deemed timely filed under applicable law, or (c) a Claim or any portion thereof that is not Scheduled and as to which a Bar Date has been established but no Proof of Claim has been timely filed or deemed timely filed with the

Bankruptcy Court pursuant to either the Bankruptcy Code or any Final Order of the Bankruptcy Court or otherwise deemed timely filed under applicable law.

1.50 "**Disclosure Statement**" means the written disclosure statement or any supplements thereto that relates to this Plan, as such disclosure statement may be amended, modified, or supplemented from time to time, all as approved by an order of the Bankruptcy Court pursuant to Bankruptcy Code sections 1125 and 1127 and Bankruptcy Rule 3017.

1.51 "**Disclosure Statement Order**" means the order entered by the Bankruptcy Court approving the Disclosure Statement as containing, among other things, "adequate information" as required by Bankruptcy Code section 1125 and the solicitation procedures related thereto.

1.52 "**Disputed**" means any Claim, or any portion thereof, prior to it having become an Allowed Claim or a Disallowed Claim.

1.53 "**Disputed Claims Reserve**" means a reserve consisting of (a) Liquidating Trust Common Units that would have been distributed to Holders of Disputed Claims, other than Cash-Settled Claims, on the Effective Date or (b) Cash that would have been distributed to Holders of Disputed Cash-Settled Claims on any applicable Distribution Date if, in each case, such Disputed Claims had been Allowed in (i) the full amount asserted by the Holders thereof or (ii) such lesser amount as estimated by the Bankruptcy Court.

1.54 "**Distribution Agent**" means the Liquidating Trust or its designee.

1.55 "**Distribution Date**" means the Initial Distribution Date and each Periodic Distribution Date.

1.56 "**Distribution Record Date**" means the date for determining which Holders of Allowed Claims are eligible to receive distributions under this Plan, which shall be (a) the Confirmation Date or (b) such other date as designated by an order of the Bankruptcy Court.

1.57 "**Effective Date**" means the date on which this Plan shall take effect, which date shall be a Business Day on or after the Confirmation Date on which all conditions precedent to the effectiveness of this Plan specified in Article 11.1 have been satisfied, or, if capable of being waived, waived, which date shall be specified in a notice filed by the Reorganized Debtors with the Bankruptcy Court.

1.58 "**Entity**" has the meaning ascribed to such term in Bankruptcy Code section 101(15).

1.59 "**Equity Security**" has the meaning ascribed to such term in Bankruptcy Code section 101(16).

1.60 "**Estates**" means the bankruptcy estates of the Debtors created pursuant to Bankruptcy Code section 541.

1.61 "**Exchange Act**" means the Securities and Exchange Act of 1934 as amended.

1.62 "**Exculpated Claim**" means any Claim related to any act or omission in connection with, relating to, or arising out of the Debtors' in- or out-of-court restructuring, the Chapter 11 Cases, the formulation, preparation, dissemination, negotiation, or filing of the Disclosure Statement, this Plan, the settlement of Claims or renegotiation of Executory Contracts or Unexpired Leases, the negotiation of the Plan, the Bridge Facility (and the term sheet therefor), the DIP Credit Agreement, the DIP Facility, the Plan Sponsorship Transaction Documents, the Plan Supplement, or any contract, instrument, release, or other agreement or document created or entered into in connection with the Disclosure Statement or the Plan (including any attachments or exhibits to any of the foregoing), the filing of the Chapter 11 Cases, the pursuit of Confirmation, the administration, consummation, and implementation of the Plan, the distribution of property under the Plan, or any transaction contemplated by the Plan or the Disclosure Statement, or in furtherance thereof.

1.63 "**Exculpated Parties**" means, collectively, each of the following in their respective capacities as such: (a) the Debtors; (b) the Creditors' Committee and each of its members; (c) all Professionals; (d) (i) the Reorganized Debtors and (ii) the Liquidating Trust and the Liquidating Trustee, solely to the extent of claims that arise from actions vis-à-vis the administration, consummation, and implementation of the Plan, the distribution of property under the Plan, or any transaction contemplated by the Plan or the Disclosure Statement, or in furtherance thereof; (e) to the extent provided in Bankruptcy Code section 1125(e), each other Released Party; and (f) with respect to each of the above-named Entities described in subsections (a) through (e), such Entity's respective predecessors, successors and assigns, and current and former stockholders, members, limited partners, general partners, equity holders, Affiliates and its and their subsidiaries, principals, partners, managed funds, parents, equity holders, members, employees, agents, officers, directors, managers, trustees, professionals, representatives, advisors, attorneys, financial advisors, accountants, investment bankers, and consultants.

1.64 "**Executory Contract**" means any contract to which any of the Debtors is a party that is subject to assumption or rejection under Bankruptcy Code sections 365 or 1123.

1.65 "**Exhibit**" means an exhibit attached to this Plan, contained in the Plan Supplement, or annexed as an appendix to the Disclosure Statement.

1.66 "**Final Order**" means an order or judgment, the operation or effect of which has not been reversed, stayed, modified, or amended, is in full force and effect, and as to which order or judgment (or any reversal, stay, modification, or amendment thereof) (a) the time to appeal, seek certiorari, or request reargument or further review or rehearing has expired and no appeal, petition for certiorari, or request for reargument or further review or rehearing has been timely filed, or (b) any appeal that has been or may be taken or any petition for certiorari or request for reargument or further review or rehearing that has been or may be filed has been resolved by the highest court to which the order or judgment was appealed, from which certiorari was sought, or to which the request was made, and no further appeal or petition for certiorari or request for reargument or further review or rehearing has been or can be taken or granted; *provided, however*, that the possibility that a motion under Rule 60 of the Federal Rules of Civil Procedure or any analogous rule under the Bankruptcy Rules may be filed relating to such order shall not prevent such order from being a Final Order; *provided further, however*, that the Debtors or the

Reorganized Debtors, as applicable, reserve the right to waive any appeal period for an order or judgment to become a Final Order.

1.67 "**First-Out DIP Facility Claim**" means (a) a DIP Facility Claim on account of the First Out Supplemental Commitments (as defined in the DIP Order) under the DIP Facility and (b) up to $2,320,000 of fees and interest under the DIP Facility.

1.68 "**General Unsecured Claim**" means any Claim that is not an Administrative Claim, DIP Facility Claim, Priority Tax Claim, Statutory Lien Claim, Other Priority Claim, Prepetition Credit Agreement Claim, Intercompany Claim, or Subordinated Claim. For the avoidance of doubt, General Unsecured Claims shall include Rejection Damages Claims and Reclamation Claims (that are not Allowed Section 503(b)(9) Claims).

1.69 "**Governmental Unit**" has the meaning ascribed to such term in Bankruptcy Code section 101(27).

1.70 "**Holdback Escrow Account**" means the escrow account into which Cash equal to the Holdback Escrow Amount shall be deposited on the Effective Date for the payment of Allowed Professional Claims to the extent not previously paid or disallowed.

1.71 "**Holdback Escrow Amount**" means the sum of (a) the aggregate amounts withheld by the Debtors on the Effective Date and, if applicable, one or more Periodic Distribution Dates after the Effective Date as a holdback on payment of Professional Claims pursuant to the Professional Fee Order and (b) 100% of the unbilled fees and expenses of Professionals estimated pursuant to Article 2.3(c) of the Plan attributable to fees incurred as of the Effective Date that are not the subject of any objection; *provided, however*, that if a Professional does not provide an estimate pursuant to Article 2.3(c), the Debtors may estimate the unbilled fees of such Professional incurred as of the Confirmation Date. The sum of provisions (a) and (b) above shall comprise the Holdback Escrow Amount.

1.72 "**Holder**" means an Entity that is a holder of a Claim against or Interest in the Debtors.

1.73 "**Holdings**" means Ryckman Creek Resources Holding Company LLC, a Delaware limited liability company, a debtor-in-possession in the Chapter 11 Cases, Case No. 16-10293 (KJC) pending in the Bankruptcy Court.

1.74 "**Impaired**" means, with respect to any Class of Claims or Interests, a Claim or Interest that is impaired within the meaning of Bankruptcy Code section 1124.

1.75 "**Inactive Debtors**" means the Debtors other than Ryckman.

1.76 "**Inactive Debtors Final Decree**" means a final decree entered by the Bankruptcy Court closing the Chapter 11 Cases of the Inactive Debtors pursuant to Bankruptcy Rule 3022, which order may be the Confirmation Order.

1.77 "**Indemnification Obligations**" means obligations of the Debtors, if any, to indemnify, reimburse, advance, or contribute to the losses, liabilities, or expenses of an

Indemnitee pursuant to the Debtors' certificate of formation, limited liability company agreement, bylaws, policy of providing employee indemnification, applicable law, or specific agreement in respect of any claims, demands, suits, causes of action, or proceedings against an Indemnitee based upon any act or omission related to an Indemnitee's service with, for, or on behalf of the Debtors.

1.78 "**Indemnitee**" means all managers, officers, or employees of the Debtors, or other persons entitled to indemnification from the Debtors pursuant to the Debtors' certificate of formation, limited liability company agreement, bylaws, policy of providing employee indemnification, applicable law, or specific agreement, in each case employed by the Debtors or serving in such capacity immediately prior to or as of the Effective Date and acting in their respective capacities as such immediately prior to the Effective Date, who are entitled to assert Indemnification Obligations.

1.79 "**Initial Distribution Date**" means theEffective Date or as soon thereafter as reasonably practicable.

1.80 "**Intercompany Claim**" means a Claim by any Debtor against another Debtor.

1.81 "**Interests**" means any Equity Security in any of the Debtors existing immediately prior to the Effective Date, including all issued, unissued, authorized, or outstanding shares of stock or limited liability company interests (including all common and preferred units existing immediately prior to the Effective Date, whether convertible or not) together with any warrants, options, or contractual rights to purchase or acquire such Equity Securities at any time and all rights arising with respect thereto.

1.82 "**Lien**" has the meaning ascribed to such term in Bankruptcy Code section 101(37).

1.83 "**Liquidating Trust**" means the trust to be established on the Effective Date pursuant to the Liquidating Trust Agreement and Article XII of this Plan to, among other things, hold, administer, and distribute the Plan Sponsor Cash Consideration and the Liquidating Trust Common Units, for the benefit of Holders of Allowed DIP Facility Claims, Allowed Statutory Lien Claims, and Allowed Unsecured Claims.

1.84 "**Liquidating Trust Agreement**" means the trust agreement, substantially in the form to be included in the Plan Supplement, which shall be in form and substance reasonably acceptable to the Debtors, the Agents, and the Creditors' Committee.

1.85 "**Liquidating Trust Assets**" means the assets to be transferred to the Liquidating Trust on the Effective Date in accordance with the Plan and the Liquidating Trust Agreement. The Liquidating Trust Assets shall consist of: (a) the Liquidating Trust Funds; (b) the Liquidating Trust Common Units; (c) the proceeds of the Plan Sponsor Call Right, if applicable; (d) the Plan Sponsor Excess Consideration; (e) any assets that are designated as rejected assets pursuant to the Plan Sponsorship Transaction Documents; and (f) all proceeds of the foregoing.

1.86 "**Liquidating Trust Beneficiaries**" means those parties who may be entitled to receive distributions from the Liquidating Trust Assets, pursuant to the terms of this Plan and the Liquidating Trust Agreement.

1.87 "**Liquidating Trust Common Units**" means the New Common Units to be issued to the Liquidating Trust on the Effective Date in accordance with the Plan and the Liquidating Trust Agreement, which shall consist on the Effective Date of 20% of the New Common Units of Reorganized Ryckman, subject to exercise of the Plan Sponsor Call Right.

1.88 "**Liquidating Trust Funds**" means the $250,000 of the Plan Sponsor Cash Consideration used to fund the initial operations of the Liquidating Trust, including, but not limited to, the fees and expenses of any professionals retained pursuant to the Liquidating Trust Agreement and Article 12.6(c) hereof.

1.89 "**Liquidating Trust Oversight Committee**" means a committee appointed and constituted on the Effective Date to exercise the powers set forth in Article 12.5(b) hereof.

1.90 "**Liquidating Trustee**" means the trustee of the Liquidating Trust, to be selected by the Debtors in accordance with Article 12.5, to administer the Liquidating Trust in accordance with the terms of the Liquidating Trust Agreement and Article XII of this Plan.

1.91 "**New Certificates of Formation**" means, if necessary, the certificates of formation of each of the Reorganized Debtors, subject to Article 6.13 hereof.

1.92 "**New Common Units**" means common membership units in Reorganized Ryckman, issued on or after the Effective Date.

1.93 "**New Corporate Governance Documents**" means, as applicable, (a) the New Certificates of Formation and (b) the Reorganized Ryckman LLC Agreement, and further subject to Article 6.13 hereof.

1.94 "**New Ryckman Board**" means the initial board of managers of Reorganized Ryckman, the members of which shall be identified prior to the Confirmation Hearing.

1.95 "**Old AAL**" means that certain Agreement Among Lenders, effective as of October 31, 2014, as amended, between Bear River Acquisition Company, ING Capital LLC as administrative agent and collateral agent, and the other lenders under the Prepetition Credit Agreement party thereto.

1.96 "**Old Disbursement Agreement**" means the Second Amended and Restated Disbursement Agreement dated as of October 31, 2014, and amended on October 13, 2015, by and among Ryckman, ING Capital LLC, as administrative agent and collateral agent, and The Bank of New York Mellon, as depository.

1.97 "**Ordinary Course Administrative Claim**" means an Administrative Claim that is both (a) incurred by a Debtor in the ordinary course of business after the Petition Date in accordance with the terms and conditions of the particular transaction giving rise to such Administrative Claim and (b) accepted or designated by the DIP Agent or Reorganized Debtors

as an Ordinary Course Administrative Claim. For the avoidance of doubt, no Section 503(b)(9) Claim may be an Ordinary Course Administrative Claim.

1.98 "**Ordinary Course Professionals Order**" means the Bankruptcy Court's Order Under Bankruptcy Code Sections 105(a), 327, 330, And 331 Authorizing Debtors To Employ And Pay Professionals Utilized In The Ordinary Course Of Business [Docket No. 110].

1.99 "**Other DIP Facility Claim**" means a DIP Facility Claim that is not a First-Out DIP Facility Claim.

1.100 "**Other Priority Claim**" means any Claim entitled to priority payment as specified in Bankruptcy Code section 507(a), other than an Administrative Claim or a Priority Tax Claim.

1.101 "**Peregrine Midstream**" means Peregrine Midstream Partners LLC, a Texas limited liability company, debtor in possession in the Chapter 11 Cases, Case No. 16-10295 (KJC) pending in the Bankruptcy Court.

1.102 "**Peregrine Rocky Mountains**" means Peregrine Rocky Mountains LLC, a Delaware limited liability company, debtor in possession in the Chapter 11 Cases, Case No. 16-10294 (KJC) pending in the Bankruptcy Court.

1.103 "**Periodic Distribution Date**" means each date after the Initial Distribution Date selected by the Reorganized Debtors in their reasonable discretion for making distributions under this Plan. The Reorganized Debtors shall designate a Periodic Distribution Date as soon as reasonably practicable following each periodic payment of Plan Sponsor Cash Consideration.

1.104 "**Permitted Senior Lien**" means a Lien of the type described in clause (ii) of paragraph 8 of the DIP Order.

1.105 "**Petition Date**" means February 2, 2016.

1.106 "**Plan**" means this plan of reorganization for the resolution of outstanding Claims and Interests in the Chapter 11 Cases, as may be modified in accordance with the Bankruptcy Code and Bankruptcy Rules, including the Plan Supplement and all Exhibits, supplements, appendices, and schedules.

1.107 "**Plan Sponsor**" means 31 Midstream LLC.

1.108 "**Plan Sponsor Agreement**" mean the Plan Sponsor Agreement to be entered into by Ryckman, the Plan Sponsor, and the Plan Sponsor Parent, which shall be included in the Plan Supplement.

1.109 "**Plan Sponsor Call Right**" means the right of the Plan Sponsor, pursuant to the Plan Sponsor Agreement, at any time prior to the 36-month anniversary of the Effective Date, to purchase up to 75% of the Liquidating Trust Common Units (that is, 15% of the total New Common Units), in aggregate, in increments equal to 25% of the Liquidating Trust Common Units (that is, 5% of the total New Common Units). The exercise price for each 25% segment of

Liquidating Trust Common Units shall be $2.25 million if the Plan Sponsor Call Right is exercised prior to the 12-month anniversary of the Effective Date, $3.25 million if the Plan Sponsor Call Right is exercised on or after the 12-month anniversary of the Effective Date and prior to the 24-month anniversary of the Effective Date, and $4 million if the Plan Sponsor Call Right is exercised on or after the 24-month anniversary of the Effective Date and prior to the 36-month anniversary of the Effective Date.

1.110 "**Plan Sponsor Cash Consideration**" means the $17,559,983 of Cash (inclusive of interest) provided by the Plan Sponsor to Reorganized Ryckman to purchase 80% of the New Common Units, comprising (a) $500,000 of Up-Front Cash Consideration (as defined the Plan Sponsor Agreement) paid to Reorganized Ryckman on the Effective Date; (b) $1 million in Deferred Cash Payments (as defined in the Plan Sponsor Agreement) paid in four installments of $250,000 on each of the first four monthly anniversaries of the Effective Date; and (c) the Plan Sponsor Note. The Plan Sponsor will receive 100% of all distributions made by Reorganized Ryckman until the Plan Sponsor has achieved the higher of (i) a 15% annual return on the Plan Sponsor Cash Consideration or (ii) distributions equal to 200% of the Plan Sponsor Cash Consideration.

1.111 "**Plan Sponsor Excess Consideration**" means the aggregate amount of the Plan Sponsor Cash Consideration after payment of all Allowed Cash-Settled Claims, which amount shall be paid to the Liquidating Trust after payment of all such Claims for subsequent distribution in accordance with Article 2.2(b).

1.112 "**Plan Sponsor Note**" means a note in the aggregate principal amount of $14.5 million issued by the Plan Sponsor to the Liquidating Trust, which shall bear interest at the rate of 3% per annum and shall mature on the 36-month anniversary of the Effective Date. The Plan Sponsor Note shall be secured by the assets of the Plan Sponsor, including a pledge of the Plan Sponsor's New Common Units, and guaranteed by (a) Reorganized Ryckman (which guarantee shall be secured by a first-priority lien on substantially all assets of Reorganized Ryckman) and (b) the Plan Sponsor Parent. Payments of principal and accrued interest shall be made in Cash in equal installments on the six-month anniversary of the Effective Date and each six months thereafter, through and including the maturity date. The form of Plan Sponsor Note shall be included in the Plan Supplement.

1.113 "**Plan Sponsor Parent**" means 31 Group LLC.

1.114 "**Plan Sponsor Working Capital Commitment**" means the additional capital to be provided by the Plan Sponsor to Reorganized Ryckman to fund capital expenditures and working capital, pursuant to the terms of the Plan Sponsor Agreement.

1.115 "**Plan Sponsorship Transaction**" means the transactions contemplated by the Plan Sponsor Agreement and other Plan Sponsorship Transaction Documents, including (a) the Plan Sponsor's purchase of 80% of the New Common Units in exchange for the Plan Sponsor Cash Consideration and (b) the Plan Sponsor's commitment to provide the Plan Sponsor Working Capital Commitment, as set forth in the Plan Sponsor Agreement.

1.116 "**Plan Sponsorship Transaction Documents**" means the Plan Sponsor Agreement, the Reorganized Ryckman LLC Agreement, the Plan Sponsor Note, and other definitive documentation governing the Plan Sponsorship Transaction, including all exhibits, appendices, schedules, and other documents and agreements related thereto or entered into in connection therewith.

1.117 "**Plan Supplement**" means the supplement or supplements to the Plan containing certain Exhibits and documents relevant to the implementation of this Plan, to be filed with the Bankruptcy Court on or before the Plan Supplement Filing Date, and as may be amended, supplemented, or modified after the Plan Supplement Filing Date, which may include: (a) the Schedule of Assumed Executory Contracts and Unexpired Leases, (b) a list of Causes of Action, retained by the Liquidating Trust pursuant to Article 6.18(b), if any, (c) the Administrative Claim Request Form, (d) to the extent known, the New Ryckman Board, (e) the Liquidating Trust Agreement, (f) the Plan Sponsorship Transaction Documents, and (g) other Exhibits and documents relevant to the implementation of the Plan.

1.118 "**Plan Supplement Filing Date**" means the date or dates on which the Plan Supplement shall be filed with the Bankruptcy Court. The first Plan Supplement Filing Date shall be at least seven days prior to the Voting Deadline or such later date as may be approved by the Bankruptcy Court without further notice.

1.119 "**Plan Support Agreement**" means that certain Plan Support Agreement by and among the Debtors and the Supporting Creditors (as defined therein), dated as of March 23, 2016, as amended, restated, supplemented, or otherwise modified from time to time.

1.120 "**Plan Transaction Documents**" means all definitive documents and agreements to which the Debtors will be a party as contemplated by this Plan, including (a) this Plan and any documentation or agreements related thereto; (b) the Confirmation Order and pleadings in support of entry thereof; (c) the Disclosure Statement, the solicitation materials in respect of this Plan, the motion to approve the Disclosure Statement, and the Disclosure Statement Order; (d) the Plan Sponsorship Transaction Documents; and (e) all other documents that will comprise the Plan Supplement.

1.121 "**Prepetition Agent**" means ING Capital LLC, in its capacity as administrative agent pursuant to the Prepetition Credit Agreement and the other Prepetition Loan Documents.

1.122 "**Prepetition Credit Agreement**" means that certain Second Amended and Restated Credit Agreement, dated as of October 31, 2014 (as the same has been amended, supplemented, modified, extended, renewed, restated, and/or replaced at any time prior to the Petition Date), with Ryckman as borrower and ING Capital LLC as administrative agent and collateral agent for the secured parties.

1.123 "**Prepetition Credit Agreement Claims**" means the Claims of the Prepetition Lenders arising under the Prepetition Credit Agreement.

1.124 "**Prepetition Lenders**" shall mean the lenders under the Prepetition Credit Agreement.

1.125 "**Prepetition Loan Documents**" means the Financing Documents (as such term is defined in the Prepetition Credit Agreement), together with all other contracts and other agreements executed in connection with the foregoing.

1.126 "**Priority Determination**" means the determination, by entry of a Final Order or settlement, regarding the validity, priority, and extent of any Lien asserted by the Purported Lienholders.

1.127 "**Priority Determination Date**" means such date of entry of a Final Order or settlement regarding the validity, priority, and extent of any Lien asserted by the Purported Lienholders.

1.128 "**Priority Tax Claim**" means a Claim of a Governmental Unit entitled to priority under Bankruptcy Code section 507(a)(8).

1.129 "**Pro Rata**" means, as context requires, (a) the proportion that an Allowed Claim or Allowed Interest in a particular Class bears to the aggregate amount of Allowed Claims or Allowed Interests in that Class; (b) the proportion that Allowed Claims or Allowed Interests in a particular Class bear to the aggregate amount of Allowed Claims or Allowed Interests in a particular Class and other Classes entitled to share in the same recovery as such Allowed Claim or Allowed Interests under this Plan; or (c) as it relates to Cash-Settled Claims, the proportion that an Allowed or Disputed Cash-Settled Claim bears to the aggregate amount of Allowed and Disputed Cash-Settled Claims as of any particular date of determination.

1.130 "**Professional**" means any Entity retained in the Chapter 11 Cases by separate Final Order under Bankruptcy Code sections 327, 363, and 1103 or otherwise; *provided, however*, that "Professional" does not include any Entity retained pursuant to the Ordinary Course Professionals Order.

1.131 "**Professional Claim**" means an Administrative Claim of a Professional for compensation for services rendered or reimbursement of costs, expenses, or other charges and disbursements incurred relating to services rendered or expenses incurred after the Petition Date and prior to and including the Confirmation Date.

1.132 "**Professional Fee Order**" means the order entered by the Bankruptcy Court on February 29, 2016 [Docket No. 109], authorizing the interim payment of Professional Claims.

1.133 "**Proof of Claim**" means a proof of Claim filed against any of the Debtors in the Chapter 11 Cases.

1.134 "**Purported Lienholder Adversary Proceedings**" means the adversary proceedings pending in the Bankruptcy Court as Adv. Case Nos. 16-51039, 16-51040, 16-51045, and 16-51501.

1.135 "**Purported Lienholder Replacement Lien**" means an automatically perfected, first-priority Lien on the Liquidating Trust Common Units and their proceeds, granted to each Purported Lienholder on account, and solely to the extent, of its Allowed Statutory Lien Claim, if any.

1.136 "**Purported Lienholders**" means those parties asserting Statutory Lien Claims against the Debtors in Purported Lienholder Adversary Proceedings.

1.137 "**Reclamation Claim**" means any Claim for the reclamation of goods delivered to the Debtors asserted under Bankruptcy Code section 546(c).

1.138 "**Rejection Damages Claim**" means any Claim on account of the rejection of an Executory Contract or Unexpired Lease pursuant to Bankruptcy Code section 365 or the repudiation of such contract.

1.139 "**Released Avoidance Action**" means an Avoidance Action which seeks to avoid all or part of an Allowed Claim; for the avoidance of doubt, an Avoidance Action with respect to a Disputed Claim shall not be a Released Avoidance Action unless and until such Disputed Claim becomes an Allowed Claim.

1.140 "**Released Parties**" means each of the following in their respective capacities as such: (a) the Debtors; (b) the Reorganized Debtors; (c) the DIP Agent; (d) the Prepetition Agent; (e) the DIP Lenders; (f) the Bridge Lender; (g) the Creditors' Committee and each of its members; (h) the Plan Sponsor; (i) all Professionals; and (j) with respect to each of the above-named Entities described in subsections (a) through (i), such Entity's respective predecessors, successors and assigns, and current and former stockholders, members, limited partners, general partners, equity holders, Affiliates, and its and their subsidiaries, principals, partners, managed funds, parents, equity holders, members, employees, agents, officers, directors, managers, trustees, professionals, representatives, advisors, attorneys, financial advisors, accountants, investment bankers, and consultants.

1.141 "**Releasing Parties**" means each of the following in their respective capacities as such: (a) the Released Parties, (b) all Holders of Claims and Interests that are deemed to accept this Plan, (c) each Holder of a Claim voting to accept this Plan or abstaining from voting to accept or reject this Plan (except for those Holders of Claims whose solicitation packages were returned to the Debtors or their agent as undeliverable, which Holders of Claims shall be identified in the Debtors' voting certification or a notice to be filed by the Debtors or Reorganized Debtors, as applicable), unless such Holder elects to opt out of the releases contained in Article 10.5 by checking the box on its timely submitted ballot, and (d) with respect to each of the foregoing Entities in subparts (b) and (c), their respective current and former officers, directors, managers, principals, employees, agents, financial advisors, attorneys, accountants, investment bankers, consultants, representatives, and other professionals. For the avoidance of doubt, and notwithstanding anything herein to the contrary, in no event shall an Entity that checks the box on the ballot and returns such ballot in accordance with the Disclosure Statement Order to opt out of the third-party releases contained in Article 10.5 hereof be a Releasing Party.

1.142 "**Reorganized Debtors**" means the Debtors or any successors thereto, by merger, consolidation, or otherwise, from and after the Effective Date, but excluding specifically any of the Debtors that are dissolved pursuant to this Plan.

1.143 "**Reorganized Ryckman**" means the Reorganized Debtors' subsidiary operating company upon consummation of this Plan on the Effective Date, which will be Ryckman as reorganized.

1.144 "**Reorganized Ryckman LLC Agreement**" means the limited liability company operating agreement of Reorganized Ryckman.

1.145 "**Ryckman**" means Ryckman Creek Resources, LLC, a Delaware limited liability company, debtor-in-possession in the above-captioned lead Chapter 11 Case, Case No. 16-10292 (KJC) pending in the Bankruptcy Court.

1.146 "**Schedule of Assumed Executory Contracts and Unexpired Leases**" means the schedule of certain Executory Contracts and Unexpired Leases to be assumed by the Debtors pursuant to this Plan, in the form filed as part of the Plan Supplement, as the same may be amended, modified, or supplemented from time to time, in each case and in all respects subject to the consent of the Plan Sponsor.

1.147 "**Schedule of Rejected Executory Contracts and Unexpired Leases**" means the schedule of certain Executory Contracts and Unexpired Leases to be rejected by the Debtors pursuant to the Plan, in the form filed as part of the Plan Supplement, as the same may be amended, modified, or supplemented from time to time.

1.148 "**Scheduled**" means, with respect to any Claim, the status, priority, and amount, if any, of such Claim as set forth in the Schedules.

1.149 "**Schedules**" means the schedules of assets and liabilities and the statements of financial affairs filed in the Chapter 11 Cases by the Debtors pursuant to Bankruptcy Code section 521, which incorporate by reference the global notes and statement of limitations, methodology, and disclaimer regarding the Debtors' schedules and statements, as such schedules or statements have been or may be further modified, amended, or supplemented from time to time in accordance with Bankruptcy Rule 1009 or Final Orders of the Bankruptcy Court.

1.150 "**Section 503(b)(9) Claim**" means any Claim asserted under Bankruptcy Code section 503(b)(9) equal to the value of any goods received by the Debtors within 20 days before the Petition Date in which the goods have been sold to the Debtors in the Debtors' ordinary course of business.

1.151 "**Secured Claim**" means a Claim (a) secured by a Lien on collateral to the extent of the value of such collateral, as determined in accordance with Bankruptcy Code section 506(a) or (b) subject to a valid right of setoff pursuant to Bankruptcy Code section 553.

1.152 "**Securities Act**" means the Securities Act of 1933, as now in effect or hereafter amended, and the rules and regulations of the United States Securities and Exchange Commission promulgated thereunder.

1.153 "**Security**" has the meaning ascribed to such term in section 2(a)(1) of the Securities Act.

1.154 "**Statutory Lien Claim**" means any Secured Claim against the Debtors senior in priority to the Prepetition Credit Agreement Claims and secured by a valid, nonavoidable Lien arising by statute, including pursuant to the Revised Wyoming Statutory Lien Act, W.S. §§ 29-1-103 through 29-10-106.

1.155 "**Statutory UST Fees**" means statutory fees payable pursuant to section 1930 of title 28 of the United States Code.

1.156 "**Subordinated Claim**" means any Claim against the Debtors that is subject to subordination under Bankruptcy Code section 510(b), whether arising from rescission of a purchase or sale of a security of the Debtors or an Affiliate of the Debtors, for damages arising from the purchase or sale of such a security, or for reimbursement or contribution allowed under Bankruptcy Code section 502 on account of such Claim.

1.157 "**Surface Lease**" means that certain Restated Surface Access and Damage Agreement, dated as of June 30, 2014, by and among Ryckman, Uinta Livestock Grazing Partnership, and Bell Butte Grazing Partnership.

1.158 "**Tax Code**" means the Internal Revenue Code of 1986, as amended.

1.159 "**Trust Distribution Date**" means the first Periodic Distribution Date occurring after the later of (a) Priority Determination Date and (b) the date on which any Purported Lienholder Replacement Lien has been satisfied, released, or otherwise extinguished, on which the Liquidating Trustee shall distribute the Liquidating Trust Common Units and any proceeds thereof.

1.160 "**Uinta County**" means Uinta County, Wyoming.

1.161 "**Uinta County Tax Claims**" means, collectively, the Claims asserted by Uinta County for ad valorem personal property taxes for tax years 2015, 2016, and 2017.

1.162 "**Unclaimed Distribution**" means any distribution under this Plan on account of an Allowed Claim to a Holder that has not: (a) accepted a particular distribution or, in the case of distributions made by check, negotiated such check; (b) given notice to the Reorganized Debtors of an intent to accept a particular distribution; (c) responded to the Debtors' or Reorganized Debtors' request for information necessary to facilitate a particular distribution; or (d) taken any other action necessary to facilitate such distribution.

1.163 "**Unexpired Lease**" means a lease of nonresidential real property to which any of the Debtors is a party that is subject to assumption or rejection under Bankruptcy Code sections 365 or 1123.

1.164 "**Unimpaired**" means, with respect to a Class of Claims or Interests, a Class of Claims or Interests that is not Impaired.

1.165 "**Unsecured Claims**" means all General Unsecured Claims and Prepetition Credit Agreement Claims that are not Secured Claims.

1.166 "**Utility Deposit Account**" shall have the meaning ascribed to such term in the Debtors' Motion for Interim and Final Order pursuant to Bankruptcy Code Sections 105(a) and 366 (I) Approving Debtors' Proposed Form of Adequate Assurance of Payment, (II) Establishing Procedures for Resolving Objections by Utility Companies, and (III) Prohibiting Utility Companies from Altering, Refusing, or Discontinuing Service [Docket No. 117].

1.167 "**Voting Deadline**" means December 1, 2017, at 4:00 p.m. prevailing Pacific Time, as may be extended in the Debtors' discretion, subject to the applicable Bankruptcy Rules.

C. Rules of Interpretation

For purposes of this Plan, unless otherwise provided herein, (a) whenever from the context it is appropriate, each term, whether stated in the singular or the plural, shall include both the singular and the plural; (b) each pronoun stated in the masculine, feminine, or neuter includes the masculine, feminine, and neuter; (c) any reference in this Plan to an existing document or schedule filed or to be filed means such document or schedule, as it may have been or may be amended, modified, or supplemented; (d) any reference to an entity as a Holder of a Claim or Interest includes that entity's successors and assigns; (e) all references in this Plan to Sections, Articles, and Exhibits are references to Sections, Articles, and Exhibits of or to this Plan; (f) the words "herein," "hereunder," and "hereto," and the like refer to this Plan in its entirety rather than to a particular portion of this Plan; (g) captions and headings of Articles and Sections are inserted for convenience of reference only and are not intended to be a part of or to affect the interpretation of this Plan; (h) the rules of construction set forth in Bankruptcy Code section 102 shall apply; (i) to the extent the Disclosure Statement is inconsistent with the terms of this Plan, this Plan shall control; (j) to the extent this Plan is inconsistent with the Confirmation Order, the Confirmation Order shall control; (k) references to "membership units," "members," "managers," and/or "officers" shall also include "shares," "shareholders," "directors," or other functional equivalents, as applicable, as such terms are defined under the applicable state corporations or comparable laws, as applicable; (l) any action that may be undertaken by the Debtors or Reorganized Debtors herein, after the Effective Date, may only be undertaken by the Reorganized Debtors; and (m) any immaterial effectuating provision may be interpreted by the Reorganized Debtors in a manner that is consistent with the overall purpose and intent of this Plan without further Final Order of the Bankruptcy Court.

D. Computation of Time

In computing any period of time prescribed or allowed by this Plan, unless otherwise expressly provided, the provisions of Bankruptcy Rule 9006(a) shall apply.

E. References to Monetary Figures

All references in this Plan to monetary figures shall refer to currency of the United States of America, unless otherwise expressly provided.

F. Exhibits

All Exhibits are incorporated into and are a part of this Plan as if set forth in full herein. Once filed, copies of Exhibits may be obtained upon email request to the Claims, Noticing, and

Solicitation Agent at Ryckmaninfo@kccllc.com, or by downloading such exhibits from the Debtors' informational website at http://kccllc.net/Ryckman.

ARTICLE II

ADMINISTRATIVE EXPENSES AND PRIORITY CLAIMS

2.1 Administrative Claims

(a) Except to the extent that the Debtors or the Reorganized Debtors, as applicable, and a Holder of an Allowed Administrative Claim agree to a less favorable treatment, and subject to the provisions of Article IX hereof, a Holder of an Allowed Administrative Claim (other than a DIP Facility Claim, which shall be subject to Article 2.2 of this Plan, or a Professional Claim, which shall be subject to Article 2.3 of this Plan) shall receive, in full satisfaction, settlement, release, and discharge of, and in exchange for, such Administrative Claim, on the Initial Distribution Date and each Periodic Distribution Date, its Pro Rata share, relative to all Cash-Settled Claims, of the Available Cash as of such date, the cumulative amount of which Cash payments shall equal the unpaid portion of such Allowed Administrative Claim.

(b) Other than Holders of (i) Professional Claims, (ii) Administrative Claims Allowed by an order of the Bankruptcy Court on or before the Effective Date, or (iii) Ordinary Course Administrative Claims that are not Disputed, no distribution shall be made on account of any Administrative Claim unless the Holder thereof shall have filed an Administrative Claim Request Form no later than the Administrative Claims Bar Date and such Claim shall have become an Allowed Claim (or, for any Section 503(b)(9) Claim, the Holder of such Section 503(b)(9) Claim shall have filed a Proof of Claim no later than the applicable Bar Date and such Claim shall have become an Allowed Claim). Except as otherwise provided herein and as set forth in Articles 2.2 or 2.3 of this Plan, all requests for payment of an Administrative Claim must be filed, in substantially the form of the Administrative Claim Request Form contained in the Plan Supplement, with the Claims, Noticing, and Solicitation Agent and served on counsel for the Debtors or the Reorganized Debtors, as applicable, no later than the Administrative Claims Bar Date. Any request for payment of an Administrative Claim pursuant to this Article 2.1 that is not timely filed and served shall be Disallowed automatically without the need for any objection from the Reorganized Debtors. The Reorganized Debtors may settle an Administrative Claim without further Bankruptcy Court approval, and the Claims, Noticing, and Solicitation Agent shall be able to rely on the Reorganized Debtors representation of such settlement to adjust the claims register accordingly without further Bankruptcy Court approval. In the event that the Reorganized Debtors object to an Administrative Claim and there is no settlement, the Bankruptcy Court shall determine the Allowed amount of such Administrative Claim.

2.2 DIP Facility Claims

(a) *First-Out DIP Facility Claims*. In full and final satisfaction, settlement, release, and discharge of and in exchange for each and every First-Out DIP Facility Claim, each Holder of a First-Out DIP Facility Claim shall receive (i) on the Initial Distribution Date and/or any Periodic Distribution Date, any Cash returned to the Debtors, the Reorganized Debtors, or the Liquidating Trust from the Utility Deposit Account; (ii) on the Initial Distribution Date and

each Periodic Distribution Date, Cash payments in accordance with Article 9.2, the cumulative amount of which Cash payments shall equal the unpaid portion of such First-Out DIP Facility Claim

(b) *Other DIP Facility Claims*. In full and final satisfaction, settlement, release, and discharge of and in exchange for each and every Other DIP Facility Claim, each Holder of an Other DIP Facility Claim shall receive (i) on the Trust Distribution Date, its Pro Rata share of the DIP Common Units and (ii) on the first Periodic Distribution Date occurring after all Cash-Settled Claims have been paid in full in Cash, the Plan Sponsor Excess Consideration.

2.3 Professional Claims

(a) *Final Fee Applications*. All final requests for payment of Professional Claims and requests for reimbursement of expenses, including for members of the Creditors' Committee, must be filed no later than 45 days after the Effective Date, unless extended by the Reorganized Debtors in their sole discretion. After notice and a hearing in accordance with the procedures established by the Bankruptcy Code, the Bankruptcy Rules, and prior orders of the Bankruptcy Court, the Allowed amounts of such Professional Claims shall be determined by the Bankruptcy Court.

(b) *Estimation of Fees*. Before or as soon as reasonably practicable after the Effective Date, a Professional seeking payment of estimated, unbilled amounts through the Effective Date shall submit a detailed invoice or fee estimate covering such period to counsel for the Debtors, counsel for the DIP Agent, and counsel for the Creditors' Committee (and after the Effective Date, the Liquidating Trustee), and all rights of the Debtors, the DIP Agent, and the Creditors' Committee (and after the Effective Date, the Liquidating Trustee) to object to final allowance of Professionals' fees and expenses are reserved. All estimated fees and expenses submitted by the Professionals shall constitute Holdback Escrow Amounts and shall be deposited in the Holdback Escrow Account from time to time pursuant to Article 2.3(c) below.

(c) *Payment of Interim Amounts*. On the Initial Distribution Date and each Periodic Distribution Date, the Reorganized Debtors shall determine each Professional's Pro Rata share of the Available Cash as of such date in accordance with Article 9.2(a) and (i) pay the portion thereof that does not constitute a Holdback Escrow Amount to the applicable Professional and (ii) deposit the portion thereof that constitutes a Holdback Escrow Amount in the Holdback Escrow Account.

(d) *Holdback Escrow Account*. The Reorganized Debtors shall fund the Holdback Escrow Account in Cash on the Initial Distribution Date and each applicable Periodic Distribution Date thereafter as specified in Article 2.3(c). The Distribution Agent shall maintain the Holdback Escrow Account in trust for the Professionals with respect to whom fees have been held back pursuant to the Professional Fee Order and shall not be used for any purpose other than to pay the Allowed Professional Claims, except as set forth in the final sentence of this Article 2.3(d). No amounts shall be paid from the Holdback Escrow Account to any Professional unless and until the Professional's final fee application is Allowed by a Final Order of the Bankruptcy Court. When all Professional Claims have been paid in full in the amounts Allowed by Final

Order of the Bankruptcy Court, amounts remaining in the Holdback Escrow Account, if any, shall be paid to the Liquidating Trust.

(e) *Post–Effective Date Retention*. On the Effective Date, any requirement that Professionals comply with Bankruptcy Code sections 327 through 331 in seeking retention or compensation for services rendered after such date shall terminate, and the Reorganized Debtors shall employ and pay Professionals in the ordinary course of business (including the fees and expenses incurred by Professionals in preparing, reviewing, prosecuting, defending, or addressing any issues with respect to final fee applications).

2.4 Priority Tax Claims

(a) *General Provisions for the Treatment of Priority Tax Claims*. On the later of (i) the Initial Distribution Date or (ii) the first Periodic Distribution Date occurring after the later of (A) 30 days after the date when a Priority Tax Claim becomes an Allowed Priority Tax Claim or (B) 30 days after the date when a Priority Tax Claim becomes payable pursuant to any agreement between the Debtors (or the Liquidating Trust) and the Holder of such Priority Tax Claim, except to the extent that the Debtors (or the Liquidating Trust) and a Holder of an Allowed Priority Tax Claim agree to a less favorable treatment, each Holder of an Allowed Priority Tax Claim due and payable on or before the Effective Date shall receive one of the following treatments on account of such Claim: (1) Cash in an amount equal to the amount of such Allowed Priority Tax Claim, (2) Cash in an amount agreed to by the Debtors (or the Liquidating Trust) and such Holder, *provided*, *however*, that such parties may further agree for the payment of such Allowed Priority Tax Claim to occur at a later date, or (3) at the sole option of the Liquidating Trust, Cash in the aggregate amount of such Allowed Priority Tax Claim payable in installment payments over a period of not more than five years after the Petition Date pursuant to Bankruptcy Code section 1129(a)(9)(C). To the extent any Allowed Priority Tax Claim is not due and owing on the Effective Date, such Claim shall be paid in full in Cash in accordance with the terms of any agreement between the Debtors and the Holder of such Claim, or as may be due and payable under applicable non-bankruptcy law or in the ordinary course of business.

(b) *Special Provisions Relating to Uinta County and Uinta County Tax Claims*

(i) Notwithstanding Article 2.4(a) above, Uinta County shall receive, in full and final satisfaction, settlement, release, and discharge of and in exchange for each Allowed Uinta County Tax Claim, on the Initial Distribution Date and each Periodic Distribution Date, Cash payments in accordance with Article 9.2.

(ii) The Uinta County Tax Claim for tax year 2015 is an Allowed Claim as of the Petition Date in the amount of $1,460,462.28, inclusive of accrued and unpaid interest through the Petition Date; *provided*, *however*, that, pursuant to the laws of Wyoming, the Debtors or the Liquidating Trust, as applicable, may seek relief from the assessed, levied, or collected 2015 taxes, including interest due thereon, pursuant to applicable non-bankruptcy law, subject to Uinta County's right to defend against such claims or objections. Any claim for relief from the assessed, levied, or collected 2015 tax and interest thereon must be filed in an

appropriate judicial or administrative forum in Wyoming no later than three hundred and sixty-five (365) days after the Effective Date, but nothing in this Plan will be construed as stipulating to modify, amend, or extend any statutory requirements for asserting such claim or objection pursuant to Wyoming law, and the rights of Uinta County to contest such an action are expressly preserved; *provided further, however*, that Uinta County has asserted a Claim of $392,969.23 for interest arising on account of taxes for tax year 2015 that the Debtors dispute. The Debtors or the Liquidating Trust, as applicable, reserve the right to object to the Allowance of postpetition interest on the Uinta County Tax Claim for tax year 2015 pursuant to the procedures set forth in Article VIII hereof, except that such objection must be filed no later than three hundred and sixty-five (365) days after the Effective Date, and Uinta County reserves its right to defend against any such objection. In calculating Uinta County's Pro Rata share of the Available Cash on the Initial Distribution Date and each Periodic Distribution Date, the Liquidating Trustee shall account for the notional accrual of postpetition interest on such Claim at the rate and on the terms prescribed by applicable non-bankruptcy law and shall deposit the portion of Uinta County's Pro Rata share of the Available Cash allocable to such postpetition interest in the Disputed Claims Reserve in accordance with Article 9.2 hereof, pending the Allowance or Disallowance of such postpetition interest, and in the event that no objection to the Claim for postpetition interest is timely filed or the Claim for postpetition interest is Allowed, the Liquidating Trustee shall make such distribution on account of all postpetition interest in accordance with Article 9.2 of this Plan.

(iii) The Uinta County Tax Claim for tax year 2016 is an Allowed Claim in the amount and on the terms set forth in the Order Under Bankruptcy Code Section 105(a) and Bankruptcy Rule 9019 Approving the Settlement Between the Debtors and Uinta County Wyoming, entered on July 19, 2017 [Docket No. 1124]. In calculating the Pro Rata share of the Available Cash allocable to such Claim as of any Distribution Date, the Liquidating Trustee shall account for, and make distributions to Uinta County that include, the accrual of interest at the interest rate specified in such order.

(iv) The Uinta County Tax Claim for tax year 2017 is an Allowed Administrative Claim to the extent set forth in the Order Under Bankruptcy Code Section 105(a) and Bankruptcy Rule 9019 Approving the Settlement Between the Debtors and the Uinta County, Wyoming Assessor, entered on August 30, 2017 [Docket No. 1166] in the amount of $646,285.05. In calculating the Pro Rata share of the Available Cash allocable to such Claim as of any Distribution Date, the Liquidating Trustee shall account for, and make distributions to Uinta County that include, the accrual of interest at the rate prescribed by applicable non-bankruptcy law.

(v) Notwithstanding Uinta County's consent to having its Allowed Claims paid as unsecured priority claims, nothing in the Plan, including Article 10.11 hereof, shall be deemed to affect or otherwise impair Uinta County's security interest in the Debtors' personal property subject to assessment and ad valorem tax effective as of January 1 of the year for which each tax was originally due to the extent such security interest is a Permitted Senior Lien; *provided, however*, that Uinta County shall forbear from taking any action to enforce such security interest unless and until one of the following events occurs: (A) the Plan Sponsor defaults upon its obligations under the Plan Sponsor Note, and such default has either not been cured within sixty (60) days from the occurrence of event of default or Uinta County has not

waived such default, (B) the Debtors' case converts to chapter 7, or (C) one or more of the Reorganized Debtors becomes the subject of a voluntary or involuntary petition under the Bankruptcy Code or other insolvency proceeding, including a receivership or assignment for the benefit of creditors. The Debtors and the Liquidating Trust, as applicable, and Uinta County reserve their respective rights and defenses as to whether Uinta County's security interest is a Permitted Senior Lien. Upon the occurrence of an event described in clause (A), (B), or (C) above, (1) the Liquidating Trust may commence an appropriate proceeding in the Bankruptcy Court (or, in the event of a subsequent bankruptcy proceeding as described in clause (B) or (C) above, in the bankruptcy court presiding over such subsequent proceeding) to determine whether Uinta County's security interest is a Permitted Senior Lien based upon applicable non-bankruptcy law; (2) in the event that the Liquidating Trust commences an appropriate proceeding in the Bankruptcy Court within five (5) Business Days thereafter, Uinta County shall forbear from taking any action to enforce its security interests pending a determination whether Uinta County's security interest is a Permitted Senior Lien; and (3) the Liquidating Trust shall not distribute to the Liquidating Trust Beneficiaries the proceeds of any exercise of remedies against Reorganized Ryckman, in respect of its guaranty of the Plan Sponsor Note, prior to a determination whether Uinta County's security interest is a Permitted Senior Lien.

(vi) Nothing in this Plan shall affect or impair Uinta County's rights to assert a claim for taxes for 2018, including the right to assert a security interest, effective January 1, 2018, in accordance with applicable non-bankruptcy law, or to exercise its rights on account of such claim.

ARTICLE III

CLASSIFICATION, TREATMENT, AND VOTING OF CLAIMS AND INTERESTS

3.1 Classification of Claims and Interests

(a) The Plan is a single plan of reorganization for the jointly administered Chapter 11 Cases but does not constitute a substantive consolidation of the Debtors' Estates for voting purposes. The Plan, though proposed jointly, constitutes a separate plan for each of the Debtors for voting purposes. Therefore, all Claims against and Interests in a particular Debtor are placed in the Classes set forth below with respect to such Debtor. Classes that are not applicable as to a particular Debtor or group of Debtors shall be eliminated as set forth more fully in Article 5.3 below. In accordance with Bankruptcy Code section 1123(a)(1), Administrative Claims (including Professional Claims), DIP Facility Claims, and Priority Tax Claims of the kinds specified in Bankruptcy Code sections 507(a)(1) and 507(a)(8) have not been classified, and their treatment is set forth in Article II above.

(b) Pursuant to Bankruptcy Code sections 1122 and 1123, set forth below is a designation of classes of Claims against and Interests in the Debtors. A Claim or Interest is placed in a particular Class for the purposes of voting on this Plan and, to the extent applicable, receiving distributions pursuant to this Plan only to the extent that such Claim or Interest is an Allowed Claim or an Allowed Interest in that Class and such Claim or Interest has not been paid, released, or otherwise settled prior to the Effective Date.

(c) Claims and Interests are divided into numbered Classes as set forth below:

CLASS	CLAIM OR INTEREST	STATUS	VOTING RIGHTS
1	Statutory Lien Claims	Impaired	Entitled to Vote
2	Other Priority Claims	Unimpaired	Deemed to Accept
3	Unsecured Claims	Impaired	Entitled to Vote
4	Intercompany Claims	Impaired	Deemed to Reject
5	Subordinated Claims	Impaired	Deemed to Reject
6	Interests	Impaired	Deemed to Reject

ARTICLE IV

PROVISIONS FOR TREATMENT OF CLAIMS AND INTERESTS

4.1 Class 1 –Statutory Lien Claims

(a) *Classification*. Class 1 consists of all Statutory Lien Claims.

(b) *Treatment*

(i) Each Holder of a Disputed Class 1 Claim (that is, for the avoidance of doubt, the asserted Statutory Lien Claim of a Purported Lienholder prior to the Priority Determination Date) that validly exercises its Class 1 Election on its voting ballot shall receive its Pro Rata share of the Class 1 Settlement Pool (relative to all Holders entitled to make such election, even if less than all such Holders actually make such election), unless, for the avoidance of doubt, such Holder's Class 1 Election is deemed null and void pursuant to the proviso set forth in Article 1.26.

(ii) Except as otherwise provided in and subject to Article 9.5 of this Plan, and except to the extent that a Holder of an Allowed Class 1 Claim (A) has validly exercised its Class 1 Election on its voting ballot (and such election has not been deemed null and void pursuant to the proviso set forth in Article 1.26) or (B) agrees to a less favorable treatment, in full and final satisfaction, settlement, release, and discharge of and in exchange for each and every Allowed Class 1 Claim, the Liquidating Trust shall, on the Priority Determination Date, assume such Allowed Class 1 Claim and grant each Holder thereof a Purported Lienholder Replacement Lien, which (1) shall attach to the Liquidating Trust Common Units and any proceeds thereof with the same validity, force, and effect that the Lien securing such Allowed Class 1 Claim had against the collateral securing such Allowed Class 1 Claim as of the Effective Date and (2) shall be immediately enforceable by the Holder thereof pursuant to applicable non-bankruptcy law; *provided, however*, that neither the Liquidating Trustee nor the Liquidating Trust Beneficiaries shall have any personal liability thereon. For the avoidance of doubt, on the Effective Date, all Liens and security interests asserted by the Purported Lienholders shall be deemed discharged, cancelled, and released and shall be of no further force and effect.

(c) *Voting*. Class 1 is Impaired, and Holders of Allowed Class 1 Claims are entitled to vote to accept or reject this Plan.

4.2 Class 2 – Other Priority Claims

(a) *Classification*. Class 2 consists of all Other Priority Claims.

(b) *Treatment*. Except as otherwise provided in and subject to Article 9.5 of this Plan, and except to the extent that a Holder of an Allowed Class 2 Claim agrees to a less favorable treatment, in full and final satisfaction, settlement, release, and discharge of and in exchange for each and every Allowed Class 2 Claim, each Holder of an Allowed Class 2 Claim shall be paid in full in Cash on the first Periodic Distribution Date occurring after the later of (a) the Effective Date and (b) 30 days after the date when a Class 2 Claim becomes an Allowed Claim; *provided, however*, that Other Priority Claims that arise in the ordinary course of the Debtors' business and which are not due and payable on or before the Effective Date shall be paid in the ordinary course of business.

(c) *Voting*. Class 2 is Unimpaired, and Holders of Allowed Class 2 Claims are conclusively presumed to have accepted this Plan pursuant to Bankruptcy Code section 1126(f). Therefore, Holders of Class 2 Claims are not entitled to vote to accept or reject this Plan.

4.3 Class 3 – Unsecured Claims

(a) *Classification*. Class 3 consists of all Unsecured Claims, including all Prepetition Credit Agreement Claims and all General Unsecured Claims.

(b) *Treatment*. Except to the extent that a Holder of an Allowed Class 3 Claim agrees to a less favorable treatment, in full and final satisfaction, settlement, release, and discharge of and in exchange for each and every Allowed Class 3 Claim, each Holder of an Allowed Class 3 Claim shall receive on the Trust Distribution Date on account of such Class 3 Claim its Pro Rata share of the Class 3 Common Units.

(c) *Voting*. Class 3 is Impaired, and Holders of Allowed Class 3 Claims are entitled to vote to accept or reject this Plan.

4.4 Class 4 – Intercompany Claims

(a) *Classification*. Class 4 consists of all Intercompany Claims.

(b) *Treatment*. On the Effective Date, all net Class 4 Claims (taking into account any setoffs of Intercompany Claims) shall be released, waived, and discharged without payment or distribution.

(c) *Voting*. Class 4 is Impaired, and Holders of Class 4 Claims are deemed to have rejected this Plan pursuant to Bankruptcy Code section 1126(g). Therefore, Holders of Class 4 Claims are not entitled to vote to accept or reject this Plan.

4.5 Class 5 – Subordinated Claims

(a) *Classification*. Class 5 consists of all Subordinated Claims.

(b) *Treatment*. Holders of Class 5 Claims shall not receive any distributions on account of such Class 5 Claims, and on the Effective Date all Class 5 Claims shall be released, waived, and discharged.

(c) *Voting*. Class 6 is Impaired, and Holders of Class 5 Claims are deemed to have rejected this Plan pursuant to Bankruptcy Code section 1126(g). Therefore, Holders of Class 5 Claims are not entitled to vote to accept or reject this Plan.

4.6 Class 6 – Interests

(a) *Classification*. Class 6 consists of all Interests.

(b) *Treatment*. On the Effective Date, Class 6 Interests shall be deemed automatically cancelled, released, and extinguished without further action by the Debtors or the Reorganized Debtors, and the obligations of the Debtors and the Reorganized Debtors thereunder shall be discharged, and the Holders of Class 6 Interests shall not receive or retain any property or interests on account of such Class 6 Interest.

(c) *Voting*. Class 6 is Impaired, and Holders of Class 6 Interests are deemed to have rejected this Plan pursuant to Bankruptcy Code section 1126(g). Therefore, Holders of Class 6 Interests are not entitled to vote to accept or reject this Plan.

ARTICLE V

ACCEPTANCE

5.1 Classes Entitled to Vote. Classes 1 and 3 are Impaired and are entitled to vote to accept or reject this Plan. By operation of law, Class 2 is Unimpaired and is conclusively presumed to have accepted this Plan and is not entitled to vote. By operation of law, Classes 4–6 are deemed to have rejected this Plan and are not entitled to vote.

5.2 Acceptance by Impaired Classes. An Impaired Class of Claims shall have accepted this Plan if, not counting the vote of any Holder designated under Bankruptcy Code section 1126(e), (a) the Holders of at least two-thirds in amount of the Allowed Claims actually voting in the Class have voted to accept this Plan and (b) the Holders of more than one-half in number of the Allowed Claims actually voting in the Class have voted to accept this Plan.

5.3 Elimination of Classes. To the extent applicable, any Class that does not contain any Allowed Claims or any Claims temporarily allowed for voting purposes under Bankruptcy Rule 3018, as of the date of commencement of the Confirmation Hearing, shall, for each applicable Debtor, be deemed to have been deleted from this Plan for purposes of (a) voting to accept or reject this Plan and (b) determining whether it has accepted or rejected this Plan under Bankruptcy Code section 1129(a)(8).

5.4 Deemed Acceptance if No Votes Cast. If no Holders of Claims eligible to vote in a particular Class vote to accept or reject this Plan, this Plan shall be deemed accepted by the Holders of such Claims in such Class.

5.5 Cramdown. To the extent necessary, the Debtors shall request Confirmation of this Plan, as it may be modified from time to time in accordance with the terms hereof, under Bankruptcy Code section 1129(b). The Debtors reserve the right to modify, amend, or withdraw this Plan with respect to all Debtors or any individual Debtor or group of Debtors to the extent, if any, that Confirmation pursuant to Bankruptcy Code section 1129(b) requires modification.

5.6 Allowance of Prepetition Credit Agreement Claims. All Prepetition Credit Agreement Claims are hereby Allowed in the aggregate principal amount of $310 million, exclusive of accrued and unpaid interest, fees, and other obligations under the Prepetition Credit Agreement.

ARTICLE VI

MEANS FOR IMPLEMENTATION OF THE PLAN

6.1 Reserved.

6.2 General Settlement of Claims and Interests. Pursuant to Bankruptcy Code section 1123 and Bankruptcy Rule 9019, and in consideration for the classification, distributions, releases, and other benefits provided under this Plan, on the Effective Date, the provision of this Plan shall constitute a good-faith compromise and settlement of all Claims and Interests and controversies resolved pursuant to this Plan.

6.3 Plan Funding

(a) *Plan Sponsor Funding.* Distributions under this Plan and Reorganized Ryckman's operations after the Effective Date will be funded from the following sources:

(i) *Plan Sponsor Cash Consideration.* Pursuant to and on the terms set forth in the Plan Sponsor Agreement, the Plan Sponsor shall pay Cash to the Reorganized Debtors in the amount of the Plan Sponsor Cash Consideration to make the Cash distributions specified in Article II and Article IV of this Plan.

(ii) *Plan Sponsor Working Capital Commitment*. Pursuant to and on the terms set forth in the Plan Sponsor Agreement, the Plan Sponsor Working Capital Commitment shall be available to fund capital expenditures and working capital for Reorganized Ryckman from and after the Effective Date.

(b) *Other Plan Funding*. Other than as set forth in Article 6.3(a) of this Plan, all Cash necessary for the Reorganized Debtors to make payments required by this Plan shall be obtained from the Debtors' Cash balances then on hand and/or Cash from business operations, after giving effect to the transactions contemplated herein.

6.4 Authorization and Issuance of New Common Units

(a) On the Effective Date, Reorganized Ryckman shall authorize and issue the New Common Units in accordance with this Plan (including the Plan Supplement) and the Plan Sponsorship Transaction Documents. Distribution of the New Common Units hereunder shall

constitute issuance of 100% of the New Common Units, and such issuances shall be deemed to have occurred on the Effective Date. The issuance of New Common Units by Reorganized Ryckman is authorized without the need for any further corporate action or without any further action by the Debtors or the Reorganized Debtors, as applicable.

(b) The New Common Units issued pursuant to this Plan shall be duly authorized, validly issued, fully paid, and non-assessable, and the holders of New Common Units shall not be required to execute the Reorganized Ryckman LLC Agreement before receiving their respective distributions of New Common Units under this Plan. Any such Entities who do not execute the Reorganized Ryckman LLC Agreement shall be automatically deemed to have accepted the terms of the Reorganized Ryckman LLC Agreement (in their capacity as membership unit holders of Reorganized Ryckman) and to be parties thereto without further action. The Reorganized Ryckman LLC Agreement shall be adopted on the Effective Date and shall be deemed to be valid, binding, and enforceable in accordance with its terms, and each holder of New Common Units shall be bound thereby.

(c) On the Effective Date, none of the New Common Units will be registered under the Securities Act or listed on a national securities exchange; the Reorganized Debtors will not be reporting companies under the Exchange Act; and the Reorganized Debtors shall not be required to and will not file reports with the Securities and Exchange Commission or any other entity or party. The Reorganized Debtors shall not be required to file monthly operating reports with the Bankruptcy Court after the Effective Date. To prevent the Reorganized Debtors from becoming subject to the reporting requirements of the Exchange Act, except in connection with a public offering, the New Corporate Governance Documents may impose certain trading restrictions, and the New Common Units will be subject to certain transfer and other restrictions pursuant to the New Corporate Governance Documents designed to maintain the Reorganized Debtors as private, non-reporting companies.

6.5 Exemptions from Securities Act Registration Requirements. The offering, issuance, and distribution of any Securities pursuant to this Plan and any and all settlement agreements incorporated therein will be exempt from the registration requirements of Section 5 of the Securities Act pursuant to Bankruptcy Code section 1145, section 4(a)(2) of the Securities Act, or any other available exemption from registration under the Securities Act, as applicable. Section 4(a)(2) of the Securities Act exempts transactions not involving a public offering, and section 506 of Regulation D of the Securities Act provides a safe harbor under section 4(a)(2) for transactions that meet certain requirements. In addition, under Bankruptcy Code section 1145, if applicable, any Securities issued pursuant to this Plan and any and all settlement agreements incorporated therein will be freely transferable under the Securities Act by the recipients thereof, subject to (a) the provisions of Bankruptcy Code section 1145(b)(1) relating to the definition of an underwriter in section 2(a)(11) of the Securities Act, and compliance with any applicable state or foreign securities laws, if any, and the rules and regulations of the United States Securities and Exchange Commission, if any, applicable at the time of any future transfer of such Securities or instruments; (b) the restrictions, if any, on the transferability of such Securities and instruments in the governing documents to such Securities; and (c) any other applicable regulatory approval. In reliance upon these exemptions, the offer, issuance, and distribution of Securities will not be registered under the Securities Act or any applicable state blue-sky laws, and may not be transferred, encumbered, or otherwise disposed of in the absence of such registration or an

exemption therefrom under the Securities Act or under such laws and regulations thereunder. Accordingly, the Securities may be subject to restrictions on transfer as set forth in the governing documents to such Securities.

6.6 Cancellation of the DIP Facility and the Prepetition Credit Facility and Interests. On the Effective Date, except to the extent otherwise provided in this Plan, all notes, instruments, certificates, and other documents evidencing or creating any indebtedness or obligation of or ownership in the Debtors shall be cancelled, including, but not limited to (a) all notes, instruments, certificates, and other documents evidencing the DIP Facility, (b) all notes, instruments, certificates, and other documents evidencing the Prepetition Credit Agreement Claims, (c) the Old AAL, (d) the Old Disbursement Agreement, and (e) Interests, and the obligations in any way related thereto (including the foregoing items (a), (b), (c), (d), and (e)) shall be fully satisfied, released, and discharged.

6.7 Liens.

(a) *Release of Liens*. Except as otherwise provided in this Plan, or in any contract, instrument, release, or other agreement or document created pursuant to the Plan, on the Effective Date, all mortgages, deeds of trust, Liens, pledges, or other security interests against any property of the Estates shall be fully released and discharged and all of the right, title, and interest of any Holder of such mortgages, deeds of trust, Liens, pledges, or other security interests shall revert to and vest in the Reorganized Debtors and their successors and assigns free and clear of all Liens, Claims, and liabilities to the fullest extent permitted by Bankruptcy Code sections 365 and 1141(c).

(b) *Plan Sponsor Note*. As of the Effective Date, without any further action by any person, the Liens and security interests granted by Reorganized Ryckman to secure its guarantee of the Plan Sponsor Note shall constitute legal, valid, and enforceable Liens and security interests in the assets of Reorganized Ryckman as set forth in the applicable Plan Sponsorship Transaction Documents. The Liquidating Trust is authorized to file with the appropriate authorities financing statements and other documents or to take possession of or control over or to take any other action in order to evidence, validate, and perfect such Liens and security interests, and Reorganized Ryckman is authorized to execute and deliver to the Liquidating Trust any such agreements, financing statements, instruments, and other documents, or obtain all governmental approvals and consents the Liquidating Trust may reasonably request or that are required to establish and perfect such Liens and security interests under the provisions of the applicable state, federal, or other law (whether domestic or foreign) that would be applicable in the absence of this Plan and the Confirmation Order, and is authorized to cooperate to make all other filings and recordings that otherwise would be reasonably necessary under applicable law to perfect and/or give notice of such Liens and security interests to third parties. Whether such perfection documents are filed prior to, on, or after the Effective Date (i) such perfection documents will be valid, binding, enforceable, and in full force and effect as of the Effective Date and (ii) the Liens and security interests granted under or in connection with the Plan Sponsorship Transaction Documents will become valid, binding, and enforceable obligations of Reorganized Ryckman as of the Effective Date.

6.8 Issuance of New Securities; Execution of Plan Documents. Except as otherwise provided in this Plan, on or as soon as reasonably practicable after the Effective Date, the Reorganized Debtors shall issue all Securities, notes, instruments, certificates, and other documents required to be issued pursuant to this Plan.

6.9 Continued Corporate Existence. Except as otherwise provided in this Plan, including Article 6.10, and 6.11 below, the Debtors shall continue to exist after the Effective Date as separate entities, the Reorganized Debtors, with all the powers of limited liability companies under applicable law in the jurisdictions in which the Debtors have been formed, and pursuant to their certificates of formation and limited liability company agreements or other organizational documents in effect prior to the Effective Date, except to the extent such certificates of formation and limited liability company agreements or other organization documents are amended and restated by this Plan, including pursuant to Article 6.13 below, without prejudice to any right to terminate such existence (whether by merger or otherwise) under applicable law after the Effective Date. To the extent such documents are amended, such documents are deemed to be amended pursuant to this Plan without any further notice to or action, order, or approval of the Bankruptcy Court or any other court of competent jurisdiction (other than the requisite filings required under applicable state, provincial, or federal law).

6.10 Restructuring Transactions

(a) On or following the Confirmation Date, the Debtors or Reorganized Debtors, as the case may be, shall take such actions as may be necessary or appropriate to effect the relevant restructuring transactions as set forth in this Plan and the Plan Transaction Documents and may take other actions on or after the Effective Date.

(b) Prior to, on, or after the Effective Date, and pursuant to this Plan, the Reorganized Debtors shall enter into the restructuring transactions described herein and in the Disclosure Statement and the Plan Transaction Documents. The Debtors or the Reorganized Debtors, as applicable, shall take any actions as may be necessary or appropriate to effect a restructuring of the Debtors' businesses or the overall organizational structure of the Reorganized Debtors. The restructuring transactions may include one or more restructurings, conversions, dissolutions, or transfers as may be determined by the Debtors to be necessary or appropriate, including the dissolution of Peregrine Midstream, Peregrine Rocky Mountains, and Holdings as contemplated under Article 6.11. The actions taken by the Debtors or the Reorganized Debtors, as applicable, to effect the restructuring transactions may include: (i) the consummation of the Plan Sponsorship Transaction and the entry into and delivery of the applicable Plan Sponsorship Transaction Documents; (ii) the execution, delivery, adoption, and/or amendment of appropriate agreements or other documents of restructuring, conversion, disposition, or transfer containing terms that are consistent with the terms of this Plan, the Disclosure Statement, the Plan Transaction Documents, and any ancillary documents and that satisfy the applicable requirements of applicable state law and any other terms to which the applicable parties may agree; (iii) the execution, delivery, adoption, and/or amendment of appropriate instruments of transfer, assignment, assumption, or delegation of any asset, property, right, liability, debt, or obligation on terms consistent with the terms of this Plan, the Disclosure Statement, the Plan Transaction Documents, and any ancillary documents and having other terms for which the applicable parties may agree; (iv) the filing of appropriate certificates of formation,

merger, consolidation, dissolution, or conversion pursuant to applicable state law, including but not limited to an amended certificate of formation and LLC agreement with the appropriate governmental authorities; (v) the cancellation of membership units and warrants; and (vi) all other actions that the Debtors or the Reorganized Debtors, as applicable, determine to be necessary, desirable, or appropriate to implement, effectuate, and consummate this Plan or the restructuring transactions contemplated hereby, including making filings or recordings that may be required by applicable state law in connection with the restructuring transactions.

6.11 Dissolution of Certain of the Debtors. On the Effective Date of this Plan, Peregrine Midstream, Peregrine Rocky Mountains, and Holdings shall be deemed dissolved under applicable state law (by merger with and into Reorganized Ryckman or otherwise) for all purposes without the necessity for any other or further actions to be taken by or on behalf of such Entities or payments to be made in connection therewith; *provided*, *however*, the Debtors or the Reorganized Debtors, as applicable, may, but are not required, to take any actions it determines to be desirable to effectuate the foregoing.

6.12 Closing of the Chapter 11 Cases. On the Effective Date, pursuant to the Inactive Debtors Final Decree, the Chapter 11 Cases of the Debtors other than Ryckman shall be closed.

6.13 New Corporate Governance Documents. The New Corporate Governance Documents shall be adopted and amended as may be required so that they are consistent with the provisions of this Plan and otherwise comply with Bankruptcy Code section 1123(a)(6). After the Effective Date, the Reorganized Debtors may amend and restate the New Corporate Governance Documents and other constituent documents as permitted by applicable state limited liability company or other comparable alternative law, as applicable, and their certificates of formation and limited liability company operating agreements.

6.14 LLC Managers and Officers of the Reorganized Debtors. On the Effective Date, the term of the current members of the board of managers of Peregrine Midstream and Ryckman shall expire. On the Effective Date, the New Ryckman Board shall be appointed. On and after the Effective Date, each officer of Reorganized Ryckman shall serve pursuant to the terms of the New Corporate Governance Documents and applicable state limited liability company law or alternative comparable law, as applicable.

6.15 Corporate Action

(a) Each of the matters provided for under this Plan involving the corporate structure of the Debtors or the Reorganized Debtors or corporate action to be taken by or required of the Debtors or the Reorganized Debtors shall, as of the Effective Date, be deemed to have occurred and be effective as provided herein, and shall be authorized, approved, and to the extent taken prior to the Effective Date, ratified in all respects without any requirement of further action by members, Creditors, or managers of the Debtors or the Reorganized Debtors. Such actions may include (i) the adoption and filing of the New Corporate Governance Documents, (ii) the appointment of the New Ryckman Board, as applicable, (iii) the issuance and distribution of New Common Units, (iv) creation of the Liquidating Trust, as applicable, (v) the dissolution of Peregrine Midstream, Peregrine Rocky Mountains, and Holdings, (vi) the consummation of

the Plan Sponsorship Transaction, and (vii) all other actions contemplated by this Plan (whether to occur before, on, or after the Effective Date).

(b) (i) The Liquidating Trustee shall be responsible for preparing or causing to be prepared, in its sole discretion, and filing all tax returns required to be filed by Peregrine Midstream and Ryckman following the Effective Date and distributing Schedules K-1 to Holders of Interests in Peregrine Midstream and Ryckman, as applicable; (ii) Reorganized Ryckman and the Liquidating Trustee shall be entitled to participate in all tax proceedings with respect to the tax returns of Peregrine Midstream and Ryckman following the Effective Date to the extent such proceedings could adversely affect Reorganized Ryckman or the Liquidating Trust, respectively; and (iii) the Liquidating Trust shall be responsible for and shall bear all costs and expenses incurred in connection with preparation and filing of such tax returns and preparation and mailing of Schedules K-1, and for the conduct of any such tax proceeding.

6.16 Effectuating Documents; Further Transactions. On and after the Effective Date, the Reorganized Debtors, and the officers thereof, and members of the New Ryckman Board, shall be authorized to and may issue, execute, deliver, file, or record such contracts, Securities, instruments, releases, indentures, and other agreements or documents, and take such actions as may be necessary or appropriate to effectuate, implement, and further evidence the terms and conditions of this Plan, or to otherwise comply with applicable law, in the name of and on behalf of the Reorganized Debtors, without the need for any approvals, authorizations, or consents except for those expressly required pursuant to this Plan.

6.17 Employment, Retirement, and Other Agreements and Employee Compensation Plans

(a) *Employment Agreements*. The Debtors shall assume or reject employment, severance (change in control), retirement, indemnification, or other agreements with their pre–Effective Date managers, officers, and employees in accordance with the provisions of Article VII of this Plan. If the Debtors do not list such agreement on Schedule of Assumed Executory Contracts and Unexpired Leases in accordance with Article 7.1 of this Plan, such agreement shall be deemed rejected. The Reorganized Debtors may enter into new employment arrangements and/or change-in-control agreements with the Debtors' officers who continue to be employed after the Effective Date. On or after the Effective Date, the Reorganized Debtors may adopt, approve, and authorize the new employment arrangement and/or change-in-control agreement with respect to such officers of the Reorganized Debtors without further action, order, or approval of the New Ryckman Board. However, in no event are the Debtors seeking, nor is the Bankruptcy Court approving, any management incentive plan or other executive compensation plan under section 503(c) of the Bankruptcy Code.

(b) *Other Incentive Plans and Employee Benefits*. Unless otherwise specified in this Plan or the Plan Transaction Documents (including the Plan Sponsor Agreement) and except in connection and not inconsistent with Article 6.17(a), on and after the Effective Date, the Reorganized Debtors shall (i) have the sole discretion to amend, adopt, assume, and/or honor, in the ordinary course of business or as otherwise provided herein, any contracts, agreements, policies, programs, and plans assumed pursuant to Article VII of this Plan for, among other things, compensation, pursuant to the terms thereof or hereof, including any incentive plan,

401(k) plan, health care benefits, disability benefits, deferred compensation benefits, savings, severance benefits, retirement benefits, welfare benefits, workers' compensation benefits, life insurance, and accidental death and dismemberment insurance for the managers, officers, and employees of the Debtors who served in such capacity from and after the Petition Date; and (ii) honor, in the ordinary course of business, Claims of employees employed as of the Effective Date for accrued vacation time arising prior to the Petition Date.

6.18 Causes Of Action

(a) *Release of Released Avoidance Actions*. The Debtors, the Reorganized Debtors, and the Liquidating Trust shall release and shall not retain the Released Avoidance Actions, effective upon any Avoidance Action becoming a Released Avoidance Action.

(b) *Preservation of Causes of Action*. In accordance with Bankruptcy Code section 1123(b)(3), the Liquidating Trust shall retain and may (but is not required to) enforce all rights to commence and pursue any and all Causes of Action that are not (i) released pursuant to Article 6.18(a) or Article 10.4 of this Plan; (ii) exculpated pursuant to Article 10.6 of this Plan; or (iii) any Causes of Action or categories of Causes of Action specifically enumerated in the Plan Supplement as Causes of Action that vest in, or are otherwise the responsibility of, Reorganized Ryckman, whether arising before or after the Petition Date, and such Causes of Action are preserved and shall vest in the Liquidating Trust as of the Effective Date. The Liquidating Trustee, in its sole and absolute discretion, shall determine whether to bring, settle, release, compromise, or enforce such Causes of Action (or decline to do any of the foregoing), and shall not be required to seek further approval of the Bankruptcy Court for such action. The Liquidating Trust or any successors may pursue such litigation claims in accordance with the best interests of the Liquidating Trust or any successor holding such rights of action. **No Entity may rely on the absence of a specific reference in this Plan, the Plan Supplement, or the Disclosure Statement to any Cause of Action against them as any indication that the Debtors or the Liquidating Trust will not pursue any and all available Causes of Action against them. The Debtors and the Liquidating Trust expressly reserve all rights to prosecute any and all Causes of Action against any Entity, except as otherwise provided in this Plan.** Unless any Causes of Action against an Entity are expressly waived, relinquished, exculpated, released, compromised, or settled in this Plan or an order of the Bankruptcy Court, the Liquidating Trust or the Reorganized Debtors, as applicable, expressly reserve all Causes of Action for later adjudication, and, therefore, no preclusion doctrine, including the doctrines of res judicata, collateral estoppel, issue preclusion, claim preclusion, estoppel (judicial, equitable, or otherwise), or laches, shall apply to such Causes of Action upon, after, or as a consequence of, Confirmation or consummation of this Plan.

6.19 Reservation of Rights. With respect to any Cause of Action that the Debtors expressly abandon, if any, the Debtors, the Reorganized Debtors, or the Liquidating Trust, as applicable, reserve all rights, including the right under Bankruptcy Code section 502(d) to use defensively the abandoned Causes of Action as a basis to object to all or any part of a claim against any of the Estates asserted by a Creditor who obtains the benefit of the abandoned Cause of Action. Except as set forth in Article X of this Plan, nothing contained in this Plan shall constitute or be deemed a waiver or abandonment of any Cause of Action that the Debtors or any Entity may hold against any other Entity, including insurers under any policies of insurance, nor

shall anything contained herein constitute or be deemed a waiver by such insurers of any defenses, including coverage defenses, held by such insurers.

6.20 Exemption from Certain Transfer Taxes and Recording Fees. Pursuant to Bankruptcy Code section 1146(a), any transfers of property pursuant to this Plan shall not be subject to any document recording tax, stamp tax, conveyance fee, intangibles or similar tax, mortgage tax, stamp act, real-estate transfer tax, mortgage-recording tax, or other similar tax or governmental assessment to the fullest extent contemplated by Bankruptcy Code section 1146(a), and upon entry of the Confirmation Order, the appropriate state or local governmental officials or agents shall forgo the collection of any such tax or governmental assessment and accept for filing and recordation of any of the foregoing instruments or other documents without the payment of any such tax or governmental assessment.

6.21 Termination of Utility Deposit Account. On the Effective Date, the Utility Deposit Account created pursuant to Bankruptcy Code section 366 shall be automatically terminated and funds therein vested in the Liquidating Trust. All deposits provided to utility providers under Bankruptcy Code section 366 shall be returned to the Liquidating Trust on the Effective Date and distributed by the Liquidating Trust to Holders of First-Out DIP Facility Claims as set forth in Article 2.2(a).

ARTICLE VII

UNEXPIRED LEASES AND EXECUTORY CONTRACTS

7.1 Assumption of Executory Contracts and Unexpired Leases

(a) *Automatic Assumption*. Except as otherwise provided herein, each Executory Contract and Unexpired Lease shall be deemed automatically assumed pursuant to Bankruptcy Code sections 365 and 1123 as of the Effective Date, unless any such Executory Contract or Unexpired Lease: (i) is listed on the Schedule of Rejected Executory Contracts and Unexpired Leases contained in the Plan Supplement; (ii) has been previously rejected by the Debtors by Final Order of the Bankruptcy Court or has been rejected by the Debtors by order of the Bankruptcy Court as of the Effective Date, which order becomes a Final Order after the Effective Date; (iii) is the subject of a motion to assume or reject pending as of the Effective Date; or (iv) is otherwise assumed pursuant to the terms herein.

The Confirmation Order will constitute an order of the Bankruptcy Court approving such assumptions pursuant to Bankruptcy Code sections 365 and 1123 as of the Effective Date. To the extent any provision in any Executory Contract or Unexpired Lease assumed pursuant to this Plan (including any "change-of-control" provision) restricts or prevents, or purports to restrict or prevent, or is breached or deemed breached by, the Reorganized Debtors' assumption of such Executory Contract or Unexpired Lease, then such provision shall be deemed modified such that the transactions contemplated by this Plan will not entitle the non-Debtor party thereto to terminate such Executory Contract or Unexpired Lease or to exercise any other default-related rights with respect thereto. Each Executory Contract and Unexpired Lease assumed pursuant to this Article of this Plan will revest in and be fully enforceable by the Reorganized Debtors in

accordance with its terms, except as modified by the provisions of this Plan, any order of the Bankruptcy Court authorizing and providing for its assumption, or applicable law.

(b) *Modifications, Amendments, Supplements, Restatements, or Other Agreements*. Unless otherwise provided in this Plan, each Executory Contract or Unexpired Lease that is assumed shall include all modifications, amendments, supplements, restatements, or other agreements that in any manner affect such Executory Contract or Unexpired Lease, and all rights related thereto, if any, including all easements, licenses, permits, rights, privileges, immunities, options, rights of first refusal, and any other interests, unless any of the foregoing agreements has been previously rejected or repudiated or is rejected or repudiated hereunder.

Modifications, amendments, supplements, and restatements to prepetition Executory Contracts and Unexpired Leases that have been executed by the Debtors during the Chapter 11 Cases shall not be deemed to alter the prepetition nature of the Executory Contract or Unexpired Lease, or the validity, priority, or amount of any Claims that may arise in connection therewith.

(c) *Proofs of Claim Based on Executory Contracts or Unexpired Leases that Have Been Assumed*. To the extent that any and all Proofs of Claim include any Claims based on Executory Contracts or Unexpired Leases that have been assumed in the Chapter 11 Cases, pursuant to the order approving such assumption, including the Confirmation Order, the portion of such Proofs of Claim addressing Cure obligations for Executory Contracts or Unexpired Leases shall be deemed disallowed and expunged from the claims register as of the Effective Date without any further notice to, or action, order, or approval of, the Bankruptcy Court.

(d) *Cure Procedures and Payments Related to Assumption of Executory Contracts and Unexpired Leases*. With respect to each of the Executory Contracts or Unexpired Leases assumed hereunder, the Debtors shall designate a proposed Cure, and the assumption of such Executory Contract or Unexpired Lease shall be conditioned upon the disposition of all issues with respect to Cure. With respect to each of the Executory Contracts or Unexpired Leases that are Customer Contracts that are assumed hereunder, the assumption of such Customer Contract shall be conditioned upon disposition of all issues by Final Order with respect to (i) Cure of such Customer Contract and (ii) adequate assurance of future performance of such Customer Contract within the meaning of section 365(b)(1)(C) of the Bankruptcy Code. Except as otherwise set forth on the Schedule of Assumed Executory Contracts and Unexpired Leases in the Plan Supplement, the Cure amount with respect to each of the Executory Contracts or Unexpired Leases assumed hereunder is designated by the Debtors as $0, subject to the determination of a different Cure amount pursuant to the procedures set forth herein and in the Cure Notices. Except with respect to Executory Contracts and Unexpired Leases for which the Cure is $0, the Cure shall be deemed Cash-Settled Claims and satisfied in accordance with Article 9.2 hereof, as may be ordered by the Bankruptcy Court or agreed upon by the parties to the applicable Executory Contract or Unexpired Lease, without any further notice to or action, order, or approval of the Bankruptcy Court.

Any provisions or terms of the Executory Contracts or Unexpired Leases to be assumed pursuant to this Plan that are, or may be, alleged to be in default, shall be satisfied solely by Cure, or by an agreed-upon waiver of Cure. Any provisions or terms of the Executory Contracts or Unexpired Leases that are Customer Contracts that are to be assumed pursuant to this Plan

that are or may be, alleged to be in default, shall be satisfied solely by (i) Cure, or by an agreed-upon waiver of Cure, and (ii) adequate assurance of future performance of such Customer Contract within the meaning of section 365(b)(1)(C) of the Bankruptcy Code, or by an agreed-upon waiver or agreement relating to adequate assurance of future performance. If there is a dispute regarding such Cure, the ability of the Reorganized Debtors or any assignee to provide "adequate assurance of future performance" within the meaning of section 365 of the Bankruptcy Code, or any other matter pertaining to assumption, then payment of Cure and assumption of the subject Executory Contract or Unexpired Lease shall occur as soon as reasonably practicable after entry of a Final Order resolving such dispute, approving such assumption (and, if applicable, assignment), or as may be agreed upon by the Debtors or the Reorganized Debtors, as applicable, and the counterparty to the Executory Contract or Unexpired Lease. The Debtors or the Reorganized Debtors, as applicable, reserve the right either to reject or nullify the assumption of any Executory Contract or Unexpired Lease after a Final Order determining the Cure or any request for adequate assurance of future performance required to assume such Executory Contract or Unexpired Lease is made.

Assumption of any Executory Contract or Unexpired Lease pursuant to this Plan or otherwise shall result in the full release and satisfaction of any Cures, Claims or defaults, whether monetary or nonmonetary, including defaults of provisions restricting the change in control or ownership interest composition or other bankruptcy-related defaults, arising under any assumed Executory Contract or Unexpired Lease at any time prior to the effective date of assumption.

(e) *Cure Notices*. No later than fourteen days before the Cure Objection Deadline, the Debtors shall serve upon counterparties to such Executory Contracts and Unexpired Leases (but shall not file) a Cure Notice that will (i) notify the counterparty of the proposed assumption, (ii) list the applicable Cure, if any, set forth on the Schedule of Assumed Executory Contracts and Unexpired Leases, (iii) describe the procedures for filing objections to the proposed assumption or assumption and assignment of the applicable Executory Contract or Unexpired Lease, (iv) describe the procedures for filing objections to the proposed Cure of the applicable Executory Contract or Unexpired Lease, (v) explain the process by which related disputes will be resolved by the Bankruptcy Court, and (vi) for any Customer Contract, deliver to the affected Customer the Customer Adequate Assurance Package. As to any Customer for whom counsel has entered an appearance in these cases, the Debtors shall also send the Cure Notice, including the Customer Adequate Assurance Package, via email to such counsel. If no objection is timely received, (x) the non-Debtor party to the Executory Contract or Unexpired Lease to be assumed shall be deemed to have consented to the assumption of the applicable Executory Contract or Unexpired Lease and shall be forever barred from asserting any objection with regard to such assumption, and (y) the proposed Cure shall be controlling, notwithstanding anything to the contrary in any applicable Executory Contract or Unexpired Lease or other document as of the date of the filing of this Plan, and the non-Debtor party to an applicable Executory Contract or Unexpired Lease shall be deemed to have consented to the Cure amount and shall be forever barred from asserting, collecting, or seeking to collect any additional amounts relating thereto against the Debtors, the Reorganized Debtors, or the Liquidating Trust or the property of any of them.

(f) *Cure Objections*. If a proper and timely objection to the Cure, the ability of the Reorganized Debtors or any assignee to provide "adequate assurance of future performance" within the meaning of section 365 of the Bankruptcy Code, or any other matter pertaining to assumption was filed by the Cure Objection Deadline, (i) the Cure shall be equal to (A) the amount agreed to between the Debtors, Reorganized Debtors, or the Liquidating Trust, as applicable, and the applicable counterparty, or (B) to the extent the Debtors, Reorganized Debtors, or the Liquidating Trust, as applicable, and counterparty do not reach an agreement regarding any Cure or any other matter related to assumption, the Bankruptcy Court shall determine the Allowed amount of such Cure and any related issues, and (ii) the assumption of such Executory Contract or Unexpired Lease shall only be after a Final Order resolving all disputes raised in such objection. Objections, if any, to the proposed assumption and/or Cure must be in writing, filed with the Bankruptcy Court and served in hard-copy form on the parties identified in the Cure Notice so that they are actually received by the Cure Objection Deadline.

(g) *Hearing with Respect to Objections*. If an objection to the proposed assumption and/or to the Cure is timely filed and received in accordance with the procedures set forth in Article 7.1(f), and the parties do not reach a consensual resolution of such objection, a hearing with respect to such objection shall be held at such time scheduled by the Bankruptcy Court or the Debtors, Reorganized Debtors, or the Liquidating Trust, as applicable, after consultation with the objecting party. Objections to the proposed Cure or assumption of an Executory Contract or Unexpired Lease will not be treated as objections to Confirmation of this Plan. Confirmation of this Plan shall not prejudice any objections timely filed and received in accordance with the procedures set forth in Article 7.1(f) that are not heard at the Confirmation Hearing or otherwise resolved by Final Order on or before Confirmation.

(h) *Reservation of Rights*. Notwithstanding anything to the contrary herein, prior to the Effective Date, the Debtors may amend their decision with respect to the assumption of any Executory Contract or Unexpired Lease and provide a new notice amending the information provided in the applicable notice. In the case of an Executory Contract or Unexpired Lease designated for assumption that is the subject of a Cure objection which has not been resolved prior to the Effective Date, the Debtors or the Reorganized Debtors, as applicable, may designate such Executory Contract or Unexpired Lease for rejection at any time prior to the payment of the Cure.

7.2 Rejection of Executory Contracts and Unexpired Leases

(a) *Rejection*. Except as otherwise provided herein, upon the occurrence of the Effective Date, each Executory Contract and Unexpired Lease listed on the Schedule of Rejected Executory Contracts and Unexpired Leases shall be deemed automatically rejected pursuant to Bankruptcy Code sections 365 and 1123 as of the Effective Date. The Confirmation Order will constitute an order of the Bankruptcy Court approving such rejections pursuant to Bankruptcy Code sections 365 and 1123 as of the Effective Date; *provided, however*, that until the Effective Date, the Debtors may subsequently seek to assume an Executory Contract or Unexpired Lease previously designated for rejection, as set forth in Article 7.2(d). Counterparties to Executory Contracts or Unexpired Leases that are deemed rejected as of the Effective Date shall have the right to assert any Claim on account of the rejection of such Executory Contracts or Unexpired Leases subject to compliance with the requirements herein.

(b) *Preexisting Obligations to the Debtors Under Executory Contracts and Unexpired Leases*. Rejection of any Executory Contract or Unexpired Lease pursuant to this Plan or otherwise shall not constitute a termination of pre-existing obligations owed to the Debtors under such contracts or leases. In particular, notwithstanding any non-bankruptcy law to the contrary, the Reorganized Debtors expressly reserve and do not waive any right to receive, or any continuing obligation of a counterparty to provide, warranties or continued maintenance obligations on goods previously purchased by the contracting Debtors or the Reorganized Debtors, as applicable, from counterparties to rejected or repudiated Executory Contracts.

(c) *Claims Procedures Related to Rejection of Executory Contracts or Unexpired Leases*. Unless otherwise provided by a Bankruptcy Court order, any Proofs of Claim asserting Claims arising from the rejection of the Executory Contracts and Unexpired Leases pursuant to this Plan or otherwise must be filed with the Claims, Noticing, and Solicitation Agent no later than 30 days after the later of the Effective Date or the effective date of rejection. Any Proofs of Claim arising from the rejection of the Executory Contracts or Unexpired Leases that are not timely filed shall be disallowed automatically and forever barred, estopped, and enjoined from assertion and shall not be enforceable against the Debtors, the Reorganized Debtors, or the Liquidating Trust without the need for any objection by the Reorganized Debtors or the Liquidating Trust or any further notice to or action, order, or approval of the Bankruptcy Court, and any Claim arising out of the rejection of the Executory Contract or Unexpired Lease shall be deemed fully satisfied, released, and discharged, notwithstanding anything in the Schedules or a Proof of Claim to the contrary. All Allowed Claims arising from the rejection of the Executory Contracts and Unexpired Leases shall be classified as Unsecured Claims.

(d) *Reservation of Rights*. Notwithstanding anything to the contrary herein, prior to the Effective Date, the Debtors may amend their decision with respect to the rejection of any Executory Contract or Unexpired Lease by filing a revised Schedule of Rejected Executory and Unexpired Leases or a revised Schedule of Assumed Executory Contracts and Unexpired Leases.

7.3 Contracts and Leases Entered into After the Petition Date. Contracts and leases entered into after the Petition Date by the Debtors, and any Executory Contracts and Unexpired Leases assumed by the Debtors, may be performed by the Reorganized Debtors in the ordinary course of business and in accordance with the terms thereof.

7.4 General Reservation of Rights. Neither the exclusion nor inclusion of any contract or lease on the Schedule of Assumed Executory Contracts and Unexpired Leases, nor anything contained in this Plan, shall constitute an admission by the Debtors that any such contract or lease is in fact an Executory Contract or Unexpired Lease or that the Reorganized Debtors, or any of their Affiliates, has any liability thereunder. If there is a dispute regarding whether a contract or lease is or was executory or unexpired at the time of assumption or rejection, the Debtors or the Reorganized Debtors, as applicable, shall have 45 days following entry of a Final Order resolving such dispute to alter their treatment of such contract or lease.

ARTICLE VIII

PROCEDURES FOR RESOLVING DISPUTED CLAIMS AND INTERESTS

8.1 Determination of Claims and Interests. After the Effective Date, any and all rights, claims, causes of action, and defenses the Debtors had with respect to any Claim or Interest immediately prior to the Effective Date, including the Causes of Action retained pursuant to Article 6.18, shall automatically vest in the Liquidating Trust, except with respect to any Causes of Action expressly released under this Plan.

Except as expressly provided in this Plan or in any order entered in the Chapter 11 Cases prior to the Effective Date (including the Confirmation Order), no Claim or Interest shall become an Allowed Claim or Allowed Interest unless and until such Claim or Interest is deemed Allowed by the Debtors or the Liquidating Trust in their sole discretion (including by written agreement with the affected Claim Holder or Interest Holder) or the Bankruptcy Court has entered a Final Order, including the Confirmation Order, in the Chapter 11 Cases allowing such Claim or Interest. All settled Claims approved prior to the Effective Date pursuant to a Final Order of the Bankruptcy Court, pursuant to Bankruptcy Rule 9019, or otherwise shall be binding on all parties. For the avoidance of doubt, any Claim determined and liquidated pursuant to (a) an order of the Bankruptcy Court, (b) applicable non-bankruptcy law (which determination has not been stayed, reversed, or amended and as to which determination or any revision, modification, or amendment thereof as to which the time to appeal or seek review or rehearing has expired and no appeal or petition for review or rehearing was filed or, if filed, remains pending), or (c) an agreement with the Debtors or the Liquidating Trust as set forth herein, shall be deemed an Allowed Claim in such liquidated amount and satisfied in accordance with this Plan.

Nothing contained in this Article 8.1 shall constitute or be deemed a waiver of any claim, right, or Cause of Action that the Debtors or the Liquidating Trust may have against any Entity in connection with or arising out of any Claim, including any rights under section 157(b) of title 28 of the United States Code.

8.2 Claims Administration Responsibility. Except as otherwise specifically provided for in this Plan, after the Effective Date, the Liquidating Trust shall retain responsibility for and have authority to (a) administer, dispute, object to, compromise, or otherwise resolve all Claims against, and Interests in, the Debtors, including (i) filing, withdrawing, or litigating to judgment objections to Claims or Interests, (ii) settling or compromising any Disputed Claim without any further notice to or action, order, or approval by the Bankruptcy Court, and (iii) administering and adjusting the claims register to reflect any such settlements or compromises without any further notice to or action, order, or approval by the Bankruptcy Court, and (b) making distributions (if any) with respect to all Claims. After the Effective Date, the Liquidating Trust shall be entitled to settle any Claim by written agreement with the claimholder, without any further notice to or action, order, or approval by the Bankruptcy Court, and the Claims, Noticing, and Solicitation Agent shall be entitled to rely on the Liquidating Trust's representation and adjust the claims register accordingly. The Liquidating Trust may (but shall not be required to) delegate responsibility for reconciling some or all of the Class 3 Unsecured Claims against their estates to one or more third parties, which third-party delegees shall, upon express written appointment and delegation by the Liquidating Trust, be authorized and vested with the same

authority possessed by the Liquidating Trust to administer, dispute, object to, compromise, or otherwise resolve any Class 3 Unsecured Claims for which reconciliation and administration responsibility has been expressly assigned to such third party, in writing, by the Liquidating Trust.

8.3 Objections to Claims. Unless otherwise extended by the Bankruptcy Court, any objections to Claims (other than Administrative Claims) shall be served and filed on or before the Claims Objection Deadline (or such later date as may be established by the Bankruptcy Court upon request of the Liquidating Trust without further notice to parties-in-interest). Notwithstanding any authority to the contrary, an objection to a Claim shall be deemed properly served on the Holder of the Claim if the Debtors or the Liquidating Trust effect service in any of the following manners: (a) in accordance with Federal Rule of Civil Procedure 4, as modified and made applicable by Bankruptcy Rule 7004, (b) to the extent counsel for a Holder of a Claim or Interest is unknown, by first-class mail, postage prepaid, on the signatory on the Proof of Claim or other representative identified on the Proof of Claim or any attachment thereto (or at the last known addresses of such Holders of Claims if no Proof of Claim is filed or if the Debtors have been notified in writing of a change of address), or (c) by first-class mail, postage prepaid, on any counsel that has appeared on behalf of the Holder of the Claim in the Chapter 11 Cases and has not withdrawn such appearance.

8.4 Expungement or Adjustment of Claims Without Objection. Any Claim that has been fully or partially paid, satisfied, or superseded may be expunged or adjusted on the claims register by the Liquidating Trust or the Claims, Noticing, and Solicitation Agent acting at the direction of the Liquidating Trust. Any claim that has been amended (by agreement between the Liquidating Trust and the affected Creditor, or otherwise) may be adjusted on the claims register by the Liquidating Trust or the Claims, Noticing, and Solicitation Agent acting at the direction of the Liquidating Trust. The Liquidating Trust is authorized to take the foregoing actions without requiring that a claims objection be filed and without any further notice to or action, order, or approval of the Bankruptcy Court.

8.5 Disallowance of Claims. EXCEPT AS OTHERWISE AGREED, ANY AND ALL PROOFS OF CLAIM FILED AFTER THE APPLICABLE DEADLINE FOR FILING SUCH PROOFS OF CLAIM SHALL BE DEEMED DISALLOWED AND EXPUNGED AS OF THE EFFECTIVE DATE WITHOUT ANY FURTHER NOTICE TO, OR ACTION, ORDER, OR APPROVAL OF THE BANKRUPTCY COURT, AND HOLDERS OF SUCH CLAIMS MAY NOT RECEIVE ANY DISTRIBUTIONS ON ACCOUNT OF SUCH CLAIMS, UNLESS SUCH LATE PROOF OF CLAIM IS DEEMED TIMELY FILED BY A FINAL ORDER OF THE BANKRUPTCY COURT.

Nothing herein shall in any way alter, impair, or abridge the legal effect of the Bar Date Order, or the rights of the Debtors, the Creditors' Committee before the Effective Date, the Liquidating Trust after the Effective Date, or other parties in interest to object to Claims on the grounds that they are time-barred or otherwise subject to disallowance or modification. Nothing in this Plan shall preclude amendments to timely filed Proofs of Claim to the extent permitted by applicable law; *provided, however*, that any such amendments that are filed after the Effective Date, shall require permission from the Bankruptcy Court, unless such requirement is expressly waived by the Liquidating Trust.

All Claims of any Entity from which property is sought by the Debtors under Bankruptcy Code sections 542, 543, 550, or 553 or that the Debtors or the Liquidating Trust allege is a transferee of a transfer that is avoidable under Bankruptcy Code sections 522(f), 522(h), 544, 545, 547, 548, 549, or 724(a) shall be disallowed if (a) the Entity, on the one hand, and the Liquidating Trust, on the other hand, agree or the Bankruptcy Court has determined by Final Order that such Entity or transferee is liable to turn over any property or monies under any of the aforementioned sections of the Bankruptcy Code and (b) such Entity or transferee has failed to turn over such property by the date set forth in such agreement or Final Order.

8.6 Estimation of Claims. Before or after the Effective Date, the Debtors or the Liquidating Trust, as applicable, may (but are not required to) at any time request that the Bankruptcy Court estimate a Claim pursuant to Bankruptcy Code section 502(c) for any reason, regardless of whether any party previously has objected to such Claim or Interest or whether the Bankruptcy Court has ruled on any such objection, and the Bankruptcy Court shall retain jurisdiction to estimate any such Disputed Claim, including during the litigation of any objection to any Disputed Claim or during the pendency of any appeal relating to such objection. In the event that the Bankruptcy Court estimates any Claim, that estimated amount shall constitute a maximum limitation on such Claim for all purposes under this Plan (including for purposes of distributions), without prejudice to the Holder of such Claim's right to request that estimation should be for the purpose of determining the Allowed amount of such Claim, and the Liquidating Trust may elect to pursue any supplemental proceedings to object to any ultimate distribution on such Claim. All of the objection, estimation, settlement, and resolution procedures set forth in this Plan are cumulative and not necessarily exclusive of one another. All estimation procedures set forth in this Plan shall be applied in accordance with Bankruptcy Code section 502(c). Disputed Claims may be estimated and subsequently compromised, settled, withdrawn, or resolved by any mechanism approved by this Plan or the Bankruptcy Court.

8.7 Purported Lienholder Adversary Proceedings. The Purported Lienholder Adversary Proceedings shall remain pending on and after the Effective Date, and the parties thereto may prosecute and defend such adversary proceedings in accordance with any scheduling or other case-management orders in effect as of the Effective Date; *provided, however*, that on the Effective Date, the Liquidating Trustee shall be automatically substituted for the Debtors in such proceedings and shall succeed to all rights, claims, and defenses of the Debtors in such proceedings. The Confirmation Order shall constitute a Final Order of the Bankruptcy Court dismissing the Debtors with prejudice from the Purported Lienholder Adversary Proceedings.

8.8 No Interest on Disputed Claims. Unless otherwise specifically provided for in this Plan or as otherwise required by Bankruptcy Code section 506(b), postpetition interest shall not accrue or be paid on Claims or Interests, and no Holder of a Claim or Interest shall be entitled to interest accruing on or after the Petition Date on any Claim or Interest. Additionally, and without limiting the foregoing, unless otherwise specifically provided for in this Plan or as otherwise required by Bankruptcy Code section 506(b), interest shall not accrue or be paid on any Disputed Claim in respect of the period from the Effective Date to the date a final distribution is made, when and if such Disputed Claim becomes an Allowed Claim. For the avoidance of doubt, the Prepetition Credit Agreement Claims and the DIP Facility Claims are not Disputed Claims.

8.9 Amendments to Claims. On or after the Effective Date, except as otherwise provided herein, a Claim may not be amended without the authorization of the Bankruptcy Court or the Liquidating Trust, and, to the extent such authorization is not received, any such new or amended Claim shall be deemed Disallowed in full and expunged without any further notice to or action, order, or approval of the Bankruptcy Court. On or after the Effective Date, except as otherwise provided herein, a Claim may not be filed or amended without the authorization of the Bankruptcy Court or the Liquidating Trust, and, to the extent such authorization is not received, any such new or amended Claim filed shall be deemed Disallowed in full and expunged without any further notice to or action, order, or approval of the Bankruptcy Court.

ARTICLE IX

PROVISIONS GOVERNING DISTRIBUTIONS

9.1 Time of Distributions

(a) Except as otherwise provided for herein or ordered by the Bankruptcy Court, distributions under this Plan shall be made on the later of (i) the Initial Distribution Date or (ii) the first Periodic Distribution Date occurring after the later of (A) 30 days after the date when a Claim is Allowed or (B) 30 days after the date when a Claim becomes payable pursuant to any agreement between the Debtors (or the Liquidating Trust) and the Holder of such Claim; *provided*, *however*, that the Reorganized Debtors may, in their sole discretion, make one-time distributions on a date that is not a Periodic Distribution Date.

(b) Distributions of the Liquidating Trust Assets shall be made no later than the Trust Distribution Date but may be made on an earlier Periodic Distribution Date as contemplated by Article 9.5(c).

9.2 Distributions to Holders of Cash-Settled Claims

(a) *Determination of Pro Rata Shares of Available Cash*. On the Initial Distribution Date and each Periodic Distribution Date, the Liquidating Trustee shall determine each Cash-Settled Claim's Pro Rata share of the Available Cash as of such date. For the avoidance of doubt, the Liquidating Trustee shall determine such Pro Rata shares as to all outstanding Cash-Settled Claims, whether Allowed or wholly or partially Disputed, on each Distribution Date, and shall make such determinations in reference to the aggregate amount of Allowed and wholly or partially Disputed Cash-Settled Claims on such date; *provided*, *however*, that, to the extent a Cash-Settled Claim is partially Allowed and partially Disputed, the Liquidating Trustee shall further calculate the portions of each such Cash-Settled Claim's Pro Rata share of the Available Cash allocable to the Allowed and Disputed portions of such Claim.

(b) *Distribution of Pro Rata Shares of Available Cash*. On the Initial Distribution Date, and each Periodic Distribution Date, the Liquidating Trustee (i) shall distribute to each Holder of an Allowed Cash-Settled Claim such Holder's Pro Rata share of the Available Cash as of such Distribution Date and (ii) shall deposit in the Disputed Claims Reserve the Pro Rata share of the Available Cash as of such Distribution Date allocable to any wholly or partially Disputed Cash-Settled Claim, in each case as determined pursuant to Article 9.2(a)

above. For the avoidance of doubt, cumulative distributions of Cash to a Holder of Cash-Settled Claims pursuant to this Article 9.2 shall not exceed the Allowed amount of such Claim.

9.3 Currency. Except as otherwise provided in this Plan or Bankruptcy Court order, as of the Effective Date, any Claim asserted in currency other than U.S. dollars shall be automatically deemed converted to the equivalent U.S. dollar value using the exchange rate as of the Effective Date at 4:00 p.m. prevailing Eastern Time, mid-range spot rate of exchange for the applicable currency as published in the next *Wall Street Journal*, national edition, following the Effective Date.

9.4 Distribution Agent. Except as otherwise provided herein, all distributions under this Plan shall be made by the Distribution Agent. The Distribution Agent shall not be required to give any bond or surety or other security for the performance of the Reorganized Debtors' duties as Distribution Agent unless otherwise ordered by the Bankruptcy Court. The Distribution Agent shall be empowered to (a) effect all actions and execute all agreements, instruments, and other documents necessary to perform its duties under this Plan; (b) make all distributions contemplated hereby; (c) employ professionals to represent it with respect to its responsibilities; and (d) exercise such other powers as may be vested in the Distribution Agent by order of the Bankruptcy Court, pursuant to this Plan, or as deemed by the Distribution Agent to be necessary and proper to implement the provisions hereof. If the Distribution Agent is an entity other than the Liquidating Trust, the Liquidating Trust shall pay such entity its reasonable fees and expenses, including the reasonable fees and expenses of its attorneys or other professionals. The provisions of Article XII of this Plan and the Liquidating Trust Agreement shall govern the rights, powers, and duties of the Liquidating Trustee in connection with distributions made pursuant to this Plan.

9.5 Distributions on Account of Claims Allowed After the Effective Date

(a) *No Distributions Pending Allowance*. No payments or distributions shall be made with respect to all or any portion of a Disputed Claim unless and until all objections to such Disputed Claim have been settled or withdrawn or have been determined by a Final Order of the Bankruptcy Court, and the Disputed Claim has become an Allowed Claim.

(b) *Special Rules for Distributions to Holders of Disputed Claims*. All distributions made pursuant to this Plan on account of a Disputed Claim that is later deemed an Allowed Claim by the Bankruptcy Court shall be made together with any dividends, payments, or other distributions made on account of, as well as any obligations arising from, the distributed property as if such Allowed Claim had been an Allowed Claim on the dates distributions were previously made to Holders of Allowed Claims included in the applicable Class; *provided, however*, that no interest shall be paid on account to such Allowed Claims unless required under applicable bankruptcy law.

(c) *Disputed Claims Reserve*. The Liquidating Trust shall establish and administer the Disputed Claims Reserve. Each Holder of a Disputed Claim that becomes an Allowed Claim after the Effective Date shall receive the Cash or New Common Units, as applicable, reserved on account of such Claim, on the first Periodic Distribution Date after such Claim becomes an Allowed Claim. On the first Periodic Distribution Date following the

Disallowance of a Disputed Claim, any Liquidating Trust Common Units reserved on account of such Claim shall be distributed ratably among Holders of Allowed Claims in the Class in which such Disputed Claim was classified.

9.6 Delivery Of Distributions

(a) *Record Date for Distributions*. On the Distribution Record Date, the claims register shall be closed and the Distribution Agent shall be authorized and entitled to recognize only those record Holders listed on the claims register as of the close of business on the Distribution Record Date. The Agents shall have no obligation to recognize any transfer of any Prepetition Credit Agreement Claims or DIP Facility Claims, as applicable, occurring after the close of business on the Distribution Record Date and shall instead be entitled to recognize and deal for all purposes under this Plan with only those Holders of record as of the close of business on the Distribution Record Date.

(b) *Cash Distributions*. Distributions of Cash may be made either by check drawn on a domestic bank or wire transfer from a domestic bank, at the option of the Reorganized Debtors, except that Cash payments made to foreign Creditors may be made in such funds and by such means as are necessary or customary in a particular foreign jurisdiction.

(c) *Address for Distributions*. Distributions to Holders of Allowed Claims shall be made by the Distribution Agent (i) at the addresses set forth on the Proofs of Claim filed by such Holders of Claims (or at the last known addresses of such Holders of Claims if no Proof of Claim is filed or if the Debtors or the Distribution Agent have been notified in writing of a change of address), (ii) at the addresses set forth in any written notices of address changes delivered to the Distribution Agent after the date of any related Proof of Claim, or (iii) at the addresses reflected in the Schedules if no Proof of Claim has been filed and the Distribution Agent has not received a written notice of a change of address. The Debtors, the Reorganized Debtors, and the Distribution Agent shall not incur any liability whatsoever on account of any distributions under this Plan.

(d) *Undeliverable Distributions*. If any distribution to a Holder of a Claim is returned as undeliverable, no further distributions to such Holder of such Claim shall be made unless and until the Distribution Agent is notified of the then-current address of such Holder of the Claim, at which time all missed distributions shall be made to such Holder of the Claim without interest, dividends, or accruals of any kind on the next Periodic Distribution Date. Amounts in respect of undeliverable distributions shall be returned to the Reorganized Debtors until such distributions are claimed.

(e) *Refused Distributions of Liquidating Trust Common Units*. The Holder of a DIP Facility Claim or Unsecured Claim may refuse its distribution of Liquidating Trust Common Units by providing notice to the Claims, Noticing, and Solicitation Agent on or before the Confirmation Date or, if applicable, by so indicating on its voting ballot. If a Holder of a DIP Facility Claim or Unsecured Claim refuses its distribution of Liquidating Trust Common Units, such Liquidating Trust Common Units shall be offered on a Pro Rata basis to all other Holders of DIP Facility Claims or Unsecured Claims (including the Disputed Claims Reserve in respect of Disputed Unsecured Claims), respectively, and distributed Pro Rata among the Holders of DIP

Facility Claims or Allowed Unsecured Claims, respectively, who elect to accept such distribution. If no Holders of DIP Facility Claims accept a distribution of DIP Common Units, all Liquidating Trust Common Units shall be deemed Class 3 Common Units.

(f) *Reversion*. Any distribution under this Plan that is an Unclaimed Distribution for a period of six months after such distribution shall be deemed unclaimed property under Bankruptcy Code section 347(b) and such Unclaimed Distribution shall vest in the Liquidating Trust, free of any restrictions thereon, and, to the extent such Unclaimed Distribution is Liquidating Trust Common Units, shall be deemed cancelled. Upon vesting, the Claim of any Holder or successor to such Holder with respect to such property shall be cancelled, discharged, and forever barred, notwithstanding federal or state escheat, abandoned, or unclaimed property laws to the contrary. The provisions of this Plan regarding undeliverable distributions and Unclaimed Distributions shall apply with equal force to distributions that are issued by the Reorganized Debtors or the Distribution Agent made pursuant to any note, indenture, or certificate (but only with respect to the initial distribution to Holders that are entitled to be recognized under the relevant note, indenture, or certificate and not with respect to Entities to whom those recognized Holders distribute), notwithstanding any provision in such note, indenture, or certificate to the contrary and notwithstanding any otherwise applicable federal or state escheat, abandoned, or unclaimed property law.

(g) *De Minimis Distributions*. Notwithstanding any other provision of this Plan to the contrary, the Distribution Agent shall not be required to make a distribution on account of an Allowed Claim if (i) the aggregate amount of all distributions authorized to be made on the Periodic Distribution Date in question is or has a value less than $100,000; *provided* that the Distribution Agent shall make, or cause to be made, a distribution on a Periodic Distribution Date of less than $100,000 if the Distribution Agent expects that such Periodic Distribution Date shall be the final Periodic Distribution Date; or (ii) the amount to be distributed to the specific Holder of the Allowed Claim on the particular Periodic Distribution Date does not both (x) constitute a final distribution to such Holder and (y) have a value of at least $50.00.

(h) *Fractional Distributions*. Notwithstanding any other provision of this Plan to the contrary, the Distribution Agent shall not be required to make partial distributions or distributions of fractional membership units of New Common Units, or distributions or payments of fractions of dollars. Whenever any payment or distribution of a fractional membership unit of New Common Units under this Plan would otherwise be called for, such fraction shall be deemed zero. Whenever any payment of Cash of a fraction of a dollar pursuant to this Plan would otherwise be required, the actual payment shall reflect a rounding of such fraction to the nearest whole dollar (up or down), with half dollars or less being rounded down.

9.7 Accrual of Dividends and Other Rights. For purposes of determining the accrual of dividends or other rights after the Effective Date, New Common Units shall be deemed distributed as of the Effective Date regardless of the date on which it is actually issued, dated, authenticated, or distributed; *provided, however*, Reorganized Ryckman and the Liquidating Trust shall not pay any such dividends or distribute such other rights, if any, until after distributions of New Common Units actually take place.

9.8 Compliance Matters. In connection with this Plan, to the extent applicable, the Distribution Agent shall comply with all tax withholding and reporting requirements imposed on them by any Governmental Unit, and all distributions pursuant to this Plan shall be subject to such withholding and reporting requirements. Notwithstanding any provision in this Plan to the contrary, the Distribution Agent shall be authorized to take all actions necessary or appropriate to comply with such withholding and reporting requirements, including liquidating a portion of the distribution to be made under this Plan to generate sufficient funds to pay applicable withholding taxes, withholding distributions pending receipt of information necessary to facilitate such distributions, or establishing any other mechanisms they believe are reasonable and appropriate. The Liquidating Trust reserves the right to allocate all distributions made under this Plan in compliance with all applicable wage garnishments, alimony, child support, and other spousal awards, Liens, and encumbrances.

9.9 Claims Paid or Payable by Third Parties. The Claims, Noticing, and Solicitation Agent shall reduce in full a Claim to the extent that the Holder of such Claim receives payment in full on account of such Claim from a party that is not the Debtors, the Reorganized Debtors, or the Liquidating Trust without any further notice to or action, order, or approval of the Bankruptcy Court. To the extent a Holder of a Claim receives a distribution on account of such Claim and receives payment from a party that is not the Debtors, the Reorganized Debtors, or the Liquidating Trust on account of such Claim, such Holder shall, within two weeks of receipt thereof, repay or return the distribution under this Plan to the Liquidating Trust, to the extent the Holder's total recovery on account of such Claim from the third party and under this Plan exceeds the amount of such Claim as of the date of any such distribution under this Plan.

9.10 Setoffs and Recoupment. Except as otherwise expressly provided for in this Plan and except with respect to any DIP Facility Claims, Prepetition Credit Agreement Claims, and any distribution on account thereof, the Reorganized Debtors or the Liquidating Trust, as applicable, pursuant to the Bankruptcy Code (including Bankruptcy Code section 553), applicable non-bankruptcy law, or as may be agreed to by the Holder of a Claim, may set off against or recoup from any Allowed Claim and the distributions to be made pursuant to this Plan on account of such Allowed Claim, any Claims, rights, and Causes of Action of any nature that the Debtors, the Reorganized Debtors, or the Liquidating Trust, as applicable, may hold against the Holder of such Allowed Claim, to the extent such Claims, rights, or Causes of Action against such Holder have not been otherwise compromised or settled on or prior to the Effective Date (whether pursuant to this Plan or otherwise); *provided, however*, that neither the failure to effect such a setoff nor the allowance of any Claim pursuant to this Plan shall constitute a waiver or release by the Reorganized Debtors or the Liquidating Trust, as applicable, of any such Claims, rights, and Causes of Action that the Reorganized Debtors or the Liquidating Trust, as applicable, may possess against such Holder.

9.11 Allocation of Plan Distributions Between Principal and Interest. To the extent that any Allowed Claim entitled to a distribution under this Plan is composed of indebtedness and accrued but unpaid interest thereon, such distribution shall, to the extent permitted by applicable law, be allocated for federal income tax purposes to the principal amount of the Claim first and then, to the extent the consideration exceeds the principal amount of the Claim, to the portion of such Claim representing accrued but unpaid interest.

ARTICLE X

EFFECT OF THE PLAN ON CLAIMS AND INTERESTS

10.1 Vesting of Assets. Except as otherwise explicitly provided in this Plan, on the Effective Date, all property comprising the Estates (including Causes of Action, but excluding property that has been abandoned pursuant to an order of the Bankruptcy Court), other than assets, if any, which are designated as rejected assets pursuant to the Plan Sponsorship Transaction Documents, shall vest in Reorganized Ryckman free and clear of all Claims, Liens, charges, encumbrances, rights, and Interests. As of and following the Effective Date, the Reorganized Debtors may operate their business and use, acquire, and dispose of property and settle and compromise Claims, Interests, or Causes of Action without supervision of the Bankruptcy Court, free of any restrictions of the Bankruptcy Code or Bankruptcy Rules, other than those restrictions expressly imposed by this Plan or the Confirmation Order.

10.2 *Discharge of the Debtors*. Pursuant to Bankruptcy Code section 1141(d), except as otherwise specifically provided in this Plan or the Confirmation Order, and effective as of the Effective Date: (a) the distributions and rights that are provided in this Plan, if any, and the treatment of all Claims and Interests shall be in exchange for and in complete satisfaction, discharge, and release of all Claims and causes of action (whether known or unknown, including any interest accrued on such Claims from and after the Petition Date) against, liabilities of, Liens on, obligations of, rights against, and Interests in the Debtors or any of their assets or properties, regardless of whether any property shall have been distributed or retained pursuant to this Plan on account of such Claims, rights, and Interests, including, but not limited to, Claims and Interests that arose before the Effective Date and all debts of the kind specified in Bankruptcy Code sections 502(g), 502(h), or 502(i), in each case whether or not (i) a Proof of Claim or Interest based upon such Claim, debt, right, or Interest is filed or deemed filed under Bankruptcy Code section 501, (ii) a Claim or Interest based upon such Claim, debt, right, or Interest is allowed under Bankruptcy Code section 502, or (iii) the Holder of such a Claim, right, or Interest accepted this Plan; (b) this Plan shall bind all Holders of Claims and Interests notwithstanding whether any such Holders failed to vote to accept or reject this Plan or voted to reject this Plan; (c) all Claims and Interests shall be satisfied, discharged, and released in full, and the Debtors' liability with respect thereto shall be extinguished completely, including any liability of the kind specified under Bankruptcy Code section 502(g); and (d) all Entities shall be precluded from asserting against the Debtors, the Estates, the Reorganized Debtors, their successors and assigns, and their assets and properties any other Claims or Interests based upon any documents, instruments, or any act or omission, transaction, or other activity of any kind or nature that occurred prior to the Effective Date. The Confirmation Order shall be a judicial determination of the discharge of all Claims against and Interests in the Debtors, subject to the occurrence of the Effective Date.

10.3 Compromises and Settlements. Pursuant to Bankruptcy Rule 9019(a), the Debtors may compromise and settle various (a) Claims or Interests and (b) Causes of Action that the Debtors have against other Entities up to the Effective Date. After the Effective Date, any such right shall pass to the Reorganized Debtors as contemplated in Article 10.1 of this Plan,

without the need for further approval of the Bankruptcy Court. Pursuant to Bankruptcy Code section 363 and Bankruptcy Rule 9019 and in consideration for the distributions and other benefits provided pursuant to this Plan or any distribution to be made on account of an Allowed Claim, the provisions of this Plan shall constitute a good faith compromise of all Claims, Interests, and controversies relating to the contractual, legal, and subordination rights that a Holder of a Claim or Interest may have with respect to any Allowed Claim or Allowed Interest. The entry of the Confirmation Order shall constitute the Bankruptcy Court's approval of the compromise or settlement of all such Claims, Interests, and controversies, as well as a finding by the Bankruptcy Court that any such compromise or settlement is in the best interests of the Debtors, their Estates, and Holders of Claims and Interests, and is fair, equitable, and reasonable.

10.4 ***Release by Debtors***. **Pursuant to Bankruptcy Code section 1123(b), as of the Effective Date, the Debtors and their Estates, the Reorganized Debtors, and each of their respective current and former Affiliates shall be deemed to have conclusively, absolutely, unconditionally, irrevocably, and forever released, waived, and discharged the Released Parties from any and all Claims, Interests, obligations, rights, suits, damages, Causes of Action, remedies, and liabilities whatsoever, including any derivative Claims, asserted or capable of being asserted on behalf of the Debtors and their Estates, whether known or unknown, foreseen or unforeseen, existing or hereinafter arising, in law, equity, or otherwise, that such Entity would have been legally entitled to assert (whether individually or collectively), based on or in any way relating to, or in any manner arising from, in whole or in part, the Debtors, the operation of the Debtors prior to, on, or after the Petition Date, the Debtors' restructuring, the Chapter 11 Cases, the Bridge Facility, the DIP Facility, the Prepetition Credit Agreement, the purchase, sale, or rescission of the purchase or sale of any security of the Debtors or the Reorganized Debtors, provided under any applicable law, rule, or regulation, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in this Plan, the restructuring of Claims and Interests prior to or in the Chapter 11 Cases, the negotiation, formulation, or preparation of the DIP Credit Agreement, the Prepetition Credit Agreement, this Plan, the Disclosure Statement, the Plan Sponsor Agreement, the Plan Support Agreement, the Plan Supplement, any other Plan Transaction Document, or related agreements, instruments, exhibits, or other documents, or upon any other act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date of this Plan, other than Claims or liabilities arising out of or relating to any act or omission of a Released Party that constitutes willful misconduct or gross negligence as determined by a Final Order. Notwithstanding anything to the contrary in the foregoing, the release set forth above does not release any post–Effective Date obligations of any party under this Plan or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement this Plan.**

For the avoidance of doubt, nothing in this Article 10.4 shall in any way affect the operation of Article 10.2 of this Plan, pursuant to Bankruptcy Code section 1141(d).

10.5 ***Release by Holders of Claims and Interests***. As of the Effective Date, the Releasing Parties shall be deemed to have conclusively, absolutely, unconditionally, irrevocably, and forever released, waived, and discharged the Debtors, the Reorganized Debtors, their Estates, non-Debtor Affiliates, and the Released Parties from any and all Claims, Interests,

obligations, rights, suits, damages, causes of action, remedies, and liabilities whatsoever, including any derivative Claims, asserted or capable of being asserted on behalf of the Debtors and their Estates, whether known or unknown, foreseen or unforeseen, existing or hereinafter arising, in law, equity, or otherwise, that such Entity would have been legally entitled to assert (whether individually or collectively), based on or in any way relating to, or in any manner arising from, in whole or in part, the Debtors, the operation of the Debtors prior to, on, or after the Petition Date, the Debtors' restructuring, the Chapter 11 Cases, the Bridge Facility, the DIP Facility, the Prepetition Credit Agreement, the purchase, sale, or rescission of the purchase or sale of any security of the Debtors or the Reorganized Debtors provided under any applicable law, rule, or regulation, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in this Plan, the restructuring of Claims and Interests prior to or in the Chapter 11 Cases, the negotiation, formulation, or preparation of the DIP Credit Agreement, the Prepetition Credit Agreement, this Plan, the Disclosure Statement, the Plan Sponsor Agreement, the Plan Support Agreement, the Plan Supplement, any other Plan Transaction Document, or related agreements, instruments, exhibits, or other documents, upon any other act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date of this Plan, other than Claims or liabilities arising out of or relating to any act or omission of a Released Party that constitutes willful misconduct or gross negligence as determined by a Final Order. Notwithstanding anything to the contrary in the foregoing, the release set forth above does not release any post–Effective Date obligations of any party under this Plan or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement this Plan.

For the avoidance of doubt, except as expressly provided herein, nothing in this Article 10.5 shall in any way affect the operation of Article 10.2 of the Plan, pursuant to Bankruptcy Code section 1141(d).

10.6 ***Exculpation and Limitation of Liability*****. The Exculpated Parties shall neither have, nor incur any liability to any Entity for any Exculpated Claim;** ***provided, however,*** **that the foregoing "exculpation" shall have no effect on the liability of any Entity that results from any such act or omission that is determined in a Final Order to have constituted gross negligence or willful misconduct.**

The Exculpated Parties have, and upon Confirmation shall be deemed to have, participated in good faith and in compliance with the applicable provisions of the Bankruptcy Code, including with regard to the distributions of the New Common Units pursuant to this Plan and, therefore, are not and shall not be liable at any time for the violations of any applicable, law, rule, or regulation governing the solicitation of acceptances or rejections of this Plan or such distributions made pursuant to this Plan.

10.7 Indemnification Obligations. From and after the Effective Date, the Reorganized Debtors will indemnify each Indemnitee to the same extent of any Indemnification Obligation in effect immediately prior to the Effective Date. The Reorganized Debtors' indemnification obligation shall remain in full force and effect and shall not be modified, reduced, discharged, impaired, or otherwise affected in any way. The treatment of Indemnification Obligations in this Article 10.7 shall be in complete satisfaction, discharge, and release of any Claim on account of such Indemnification Obligation of the Debtors, except that

any Indemnitee may assert a Claim in the Chapter 11 Cases for any prepetition Indemnification Obligation that is not satisfied because of the limitation contained in the first sentence of this Article 10.7.

10.8 *Injunction*. The satisfaction, release, and discharge pursuant to this Article X shall act as an injunction, from and after the Effective Date, against any Entity (a) commencing or continuing in any manner or in any place, any action, employment of process, or other proceeding; (b) enforcing, attaching, collecting, or recovering in any manner any judgment, award, decree, or order; (c) creating, perfecting, or enforcing any Lien or encumbrance, in each case with respect to any Claim, Interest, or Cause of Action satisfied, released or to be released, exculpated or to be exculpated, or discharged under this Plan or pursuant to the Confirmation Order and to the fullest extent authorized or provided by the Bankruptcy Code, including to the extent provided for or authorized by sections 524 and 1141 thereof; *provided, however,* that nothing contained herein shall preclude such Entities from exercising their rights pursuant to and consistent with the terms of this Plan or the Confirmation Order.

10.9 Subordination Rights

(a) All Claims and all rights and claims between or among Holders of Claims relating in any manner whatsoever to distributions on account of Claims or Interests, based upon any claimed subordination rights, whether asserted or unasserted, legal or equitable, shall be deemed satisfied by the distributions under this Plan to Holders of Claims having such subordination rights, and such subordination rights shall be deemed waived, released, discharged, and terminated as of the Effective Date. Except as otherwise specifically provided for in this Plan, distributions to the various Classes of Claims hereunder shall not be subject to levy, garnishment, attachment, or like legal process by any Holder of a Claim by reason of any subordination rights or otherwise, so that each Holder of a Claim shall have and receive the benefit of the distributions in the manner set forth in this Plan.

(b) Except as otherwise provided in this Plan, including Article 10.4 and Article 10.6, the right of the Debtors, the Reorganized Debtors, or the Liquidating Trust, as applicable, to seek subordination of any Claim or Interest pursuant to Bankruptcy Code section 510 is fully reserved, and the treatment afforded any Claim or Interest that becomes a subordinated Claim or Interest at any time shall be modified to reflect such subordination. Unless this Plan or the Confirmation Order otherwise provide, no distributions shall be made on account of a Claim subordinated pursuant to this Article 10.9(b) unless ordered by the Bankruptcy Court.

10.10 Protection Against Discriminatory Treatment. Consistent with Bankruptcy Code section 525 and paragraph 2 of Article VI of the United States Constitution, no Governmental Unit shall discriminate against the Reorganized Debtors or deny, revoke, suspend, or refuse to renew a license, permit, charter, franchise, or other similar grant to, condition such a grant to, or discriminate with respect to such a grant against, the Reorganized Debtors or another entity with whom the Reorganized Debtors have been associated, solely because the Debtors have been debtors under chapter 11, have been insolvent before the commencement of the Chapter 11 Cases (or during the Chapter 11 Cases but before the Debtors are granted or denied a discharge), or have not paid a debt that is dischargeable in the Chapter 11 Cases.

10.11 Release of Liens. Except as otherwise provided in this Plan, or in any contract, instrument, release, or other agreement or document created pursuant to this Plan, on the Effective Date, all mortgages, deeds of trust, Liens, pledges, or other security interests against any property of the Estates (and, for the avoidance of doubt, in the case of any purported statutory Liens of the Purported Lienholders, any property of the lessors under the Surface Lease) shall be fully released, expunged, and discharged, and all of the right, title, and interest of any Holder of such mortgages, deeds of trust, Liens, pledges, or other security interests shall revert to the Reorganized Debtors and their successors and assigns without further action; *provided*, *however*, that the Debtors are authorized to take such action as may be necessary to effectuate the foregoing, including filing Lien releases or withdrawals on behalf of the holders of such Liens through a power of attorney or otherwise. Notwithstanding the above, nothing in this Plan or the Confirmation Order shall release any deed restriction, easements, or institutional control that runs with the land under environmental law.

10.12 Reimbursement or Contribution. If the Bankruptcy Court disallows a Claim for reimbursement or contribution of an entity pursuant to Bankruptcy Code section 502(e)(1)(B), then to the extent that such Claim is contingent as of the Effective Date, such Claim shall be forever Disallowed notwithstanding Bankruptcy Code section 502(j), unless prior to the Effective Date (a) such Claim has been adjudicated as noncontingent or (b) the relevant Holder of a Claim has filed a noncontingent Proof of Claim on account of such Claim and a Final Order has been entered determining such Claim as no longer contingent, subject to the effectiveness of Articles 10.4, 10.5, and 10.6, as such Articles appear without any amendment or modification in the original filing of this Plan.

ARTICLE XI

CONDITIONS PRECEDENT

11.1 Conditions to the Effective Date of this Plan. The following are conditions precedent to the occurrence of the Effective Date, each of which may be satisfied or waived in accordance with Article 11.2 of this Plan:

(a) the Bankruptcy Court shall have entered an order approving the Plan Sponsor Agreement, and such order shall be a Final Order;

(b) the Bankruptcy Court shall have entered the Disclosure Statement Order, and such order shall be a Final Order;

(c) the Bankruptcy Court shall have entered the Confirmation Order in form and substance reasonably satisfactory to the Debtors and the Plan Sponsor, and such order shall be a Final Order;

(d) [reserved];

(e) [reserved];

(f) the New Corporate Governance Documents shall have been adopted and (where required by applicable law) filed with the applicable authorities of the relevant

jurisdictions of organization and shall have become effective in accordance with such jurisdiction's corporation, limited liability company, or alternative comparable laws, as applicable;

(g) all authorizations, consents, certifications, approvals, rulings, no-action letters, opinions, or other documents or actions required by any law, regulation, or order to be received or to occur in order to implement this Plan on the Effective Date shall have been obtained or shall have occurred unless failure to do so will not have a material adverse effect on the Reorganized Debtors;

(h) all conditions precedent to the closing of the Plan Sponsorship Transaction, as set forth in the Plan Sponsorship Transaction Documents, shall have been satisfied (or be satisfied substantially contemporaneously with the closing of such transaction and the occurrence of the Effective Date) or waived;

(i) the Liquidating Trustee shall have been appointed and the Liquidating Trust Agreement shall be in full force and effect;

(j) all other documents and agreements necessary to implement this Plan on the Effective Date shall have been executed and delivered and all other actions required to be taken in connection with the Effective Date shall have occurred; and

(k) all statutory fees and obligations then due and payable to the Office of the United States Trustee shall have been paid and satisfied in full.

11.2 Waiver of Conditions Precedent. The conditions set forth in Article 11.1 of this Plan may be waived, in whole or in part, by the Debtors without notice to any party-in-interest or the Bankruptcy Court and without a hearing; *provided*, *however*, that any conditions set forth in Article 11.1 relating to the Plan Sponsor Agreement or the Plan Sponsorship Transaction may be waived only with the consent of the Plan Sponsor; *provided further*, *however*, that the waiver of any condition in Article 11.1, the non-satisfaction of which could be reasonably expected to have a material and adverse effect on (a) the DIP Lenders, (b) the Prepetition Lenders, or (c) Holders of General Unsecured Claims shall require the consent of the DIP Agent, the Prepetition Agent, or the Creditors' Committee, respectively, in each case not to be unreasonably withheld.

11.3 Notice of Effective Date. The Reorganized Debtors shall file with the Bankruptcy Court a notice of the occurrence of the Effective Date within a reasonable period of time after the conditions in Article 11.1 of this Plan have been satisfied or waived pursuant to Article 11.2 of this Plan.

11.4 Effect of Non-Occurrence of Conditions to Consummation. If, prior to consummation of this Plan, the Confirmation Order is vacated pursuant to a Final Order, then, except as provided in any order of the Bankruptcy Court vacating the Confirmation Order, this Plan will be null and void in all respects, and nothing contained in this Plan or the Disclosure Statement shall (a) constitute a waiver or release of any Claims, Interests, or Causes of Action, (b) prejudice in any manner the rights of the Debtors or any other Entity, or (c) constitute an admission, acknowledgment, offer, or undertaking of any sort by the Debtors or any other Entity.

ARTICLE XII

LIQUIDATING TRUST

12.1 Generally. On the Effective Date, the Liquidating Trust shall be established and become effective for the benefit of the Liquidating Trust Beneficiaries. The powers, authority, responsibilities, and duties of the Liquidating Trust and the Liquidating Trustee are set forth in, and shall be governed by, this Plan and the Liquidating Trust Agreement. On the Effective Date, the Liquidating Trust Assets shall be transferred to the Liquidating Trust, and the Debtors shall have no reversionary or further interest in or with respect to the Liquidating Trust Assets.

12.2 Execution of Liquidating Trust Agreement. On or before the Effective Date, the Liquidating Trust Agreement shall be executed by the Debtors and the Liquidating Trustee, and all other necessary steps shall be taken to establish the Liquidating Trust. The Liquidating Trust shall be governed and administered in accordance with the Liquidating Trust Agreement, including, but not limited to (a) distributions to the Liquidating Trust Beneficiaries of the Liquidating Trust Common Units, (b) distributions of the Plan Sponsor Cash Consideration, (c) compensation of the Liquidating Trustee, and (d) payment of costs and expenses of the Liquidating Trust, all of which shall be consistent with the terms of this Plan. The Liquidating Trust Agreement may provide powers, duties, and authority in addition to those explicitly stated herein, but only to the extent that such powers, duties, and authority do not affect the status of the Liquidating Trust as a liquidating trust for United States federal income tax purposes and are agreed to by the Debtors, the Agents, and the Creditors' Committee.

12.3 Liquidating Trust Assets

(a) On the Effective Date, pursuant to section 1123(b)(3) of the Bankruptcy Code, all title and interest in all of the Liquidating Trust Assets, as well as the rights and powers of the Debtors in such Liquidating Trust Assets, shall automatically vest in the Liquidating Trust, free and clear of all Claims, Liens, charges, encumbrances, rights, and interests, other than the Purported Lienholder Replacement Lien on the Liquidating Trust Common Unit and their proceeds, for the benefit of the Liquidating Trust Beneficiaries, without the need for any Entity to take any further action or obtain any approval. Upon the transfer of the Liquidating Trust Assets, the Debtors shall have no interest in or with respect to the Liquidating Trust Assets or the Liquidating Trust. Such transfer shall be exempt from any stamp, real estate transfer, mortgage reporting, sales, use, or other similar tax, pursuant to Bankruptcy Code section 1146(a). In connection with the transfer of the Liquidating Trust Assets, any attorney-client privilege, work-product privilege, or other privilege or immunity attaching to any documents or communications (whether written or oral) transferred to the Liquidating Trust shall vest in the Liquidating Trust and its representatives, and the Debtors and the Liquidating Trustee are directed to take all necessary actions to effectuate the transfer of such privileges. The Liquidating Trustee shall agree to accept and hold the Liquidating Trust Assets in the Liquidating Trust for the benefit of the Liquidating Trust Beneficiaries until the Trust Distribution Date, subject to the terms of this Plan and the Liquidating Trust Agreement.

(b) The Debtors, the Liquidating Trustee, the Liquidating Trust Beneficiaries, or the representative of any such parties, will execute any documents or other instruments and

shall take all other steps as necessary to cause title to the Liquidating Trust Assets to be transferred to the Liquidating Trust.

12.4 Valuation of Liquidating Trust Assets. As soon as practicable after the creation of the Liquidating Trust, but in no event later than 60 days thereafter, the Liquidating Trustee shall determine the value of the assets transferred to the Liquidating Trust, and the Liquidating Trustee shall apprise, in writing, the Liquidating Trust Beneficiaries of such valuation; *provided, however*, that the Liquidating Trustee may rely on the valuation analysis set forth in the Disclosure Statement to determine the value of any Liquidating Trust Common Units and shall have no obligation to independently value such units unless, in the Liquidating Trustee's good-faith judgment, circumstances arising after the Effective Date have made it reasonably likely that the value of the Liquidating Trust Common Units have changed materially since the Effective Date. The valuation shall be used consistently by all parties (including the Liquidating Trustee and the Liquidating Trust Beneficiaries) for all federal income tax purposes.

12.5 Liquidating Trustee; Liquidating Trust Oversight Committee

(a) *Liquidating Trustee*. On the Effective Date, and in compliance with the provisions of this Plan and the Liquidating Trust Agreement, the Debtors shall appoint a person or firm as the Liquidating Trustee that is reasonably acceptable to the Agents and the Creditors' Committee. The salient terms of the Liquidating Trustee's employment, including the Liquidating Trustee's duties, compensation, and provisions for termination or replacement, to the extent not set forth in this Plan, shall be set forth in the Liquidating Trust Agreement or the Confirmation Order. The Liquidating Trustee shall owe fiduciary duties to the Liquidating Trust Beneficiaries.

(b) *Liquidating Trust Oversight Committee*. The Liquidating Trust Oversight Committee shall be appointed and constituted on the Effective Date and shall comprise two members appointed by the DIP Agent and one member appointed by the Creditors' Committee; *provided*, *however*, that each member of the Liquidating Trust Oversight Committee shall owe fiduciary duties to the Liquidating Trust Beneficiaries generally. The sole powers of the Liquidating Trust Oversight Committee shall be to (i) select a new Liquidating Trustee upon the resignation, removal, or incapacity of the incumbent Liquidating Trustee and (ii) remove the Liquidating Trustee for cause. Actions of the Liquidating Trust Oversight Committee shall require the consent of a majority of the members thereof. Any vacancy in the Liquidating Trust Oversight Committee shall be filled by a person designated by the remaining member or members.

12.6 Duties and Powers of the Liquidating Trustee

(a) *Authority*. The duties and powers of the Liquidating Trustee shall include all powers necessary to implement this Plan and distribute the Liquidating Trust Assets, including, without limitation, the duties and powers listed herein. The Liquidating Trustee will administer the Liquidating Trust in accordance with the Liquidating Trust Agreement, make timely distributions following the Priority Determination Date, and not unduly prolong the duration of the Liquidating Trust.

(b) *Claims Resolution*. The Liquidating Trust shall be responsible for all aspects of the Claims reconciliation process and all of the costs associated with such reconciliation. Among other things, as set forth in the Liquidating Trust Agreement, the Liquidating Trustee may, among other things, object to, seek to estimate, seek to subordinate, compromise, or settle any and all Claims against the Debtors or their Estates that have not already been deemed Allowed as of the Effective Date. The responsibilities of the Liquidating Trust include, for the avoidance of doubt, prosecuting and/or defending any contested matter or adversary proceeding seeking a Priority Determination as to the Claims of the Purported Lienholders.

(c) *Retention of Professionals*. The Liquidating Trustee may enter into employment agreements and retain professionals to advise the Liquidating Trustee and provide services to the Liquidating Trust in connection with the matters contemplated by the Plan, including the valuation of the Liquidating Trust Assets as set forth in Article 12.4, the Confirmation Order, and the Liquidating Trust Agreement without further order of the Bankruptcy Court; *provided*, *however*, that professionals retained by the Liquidating Trustee shall be compensated solely from the Liquidating Trust Funds.

(d) *Reasonable Fees and Expenses*. The Liquidating Trustee may incur any reasonable and necessary expenses in connection with the performance of its duties under this Plan, including in connection with the retention of professionals pursuant to Article 12.6(c) hereof. On the Effective Date, $250,000 of the Plan Sponsor Cash Consideration shall be transferred to the Liquidating Trust to pay the reasonable, out-of-pocket fees and expenses of the Liquidating Trustee.

(e) *Distributions*. The Liquidating Trustee shall make distributions to the Liquidating Trust Beneficiaries, as applicable, in accordance with the terms of the Liquidating Trust Agreement and this Plan. The Liquidating Trustee shall be authorized to distribute the Liquidating Trust Common Units and the Plan Sponsor Cash Consideration in accordance with this Plan and any Priority Determination on the Trust Distribution Date.

(f) *Other Administrative Functions*. Except as otherwise set forth herein, the Liquidating Trust shall be responsible for all administrative functions remaining in the Chapter 11 Cases, including the closing of the Chapter 11 Cases pursuant to Article 6.12 of this Plan, and payment of all lawful expenses, debts, charges, taxes, and liabilities of the Liquidating Trust

12.7 Funding the Liquidating Trust. On the Effective Date, the Liquidating Trust Funds shall be transferred to, and vest in, the Liquidating Trust for purposes of funding the Liquidating Trust. To the extent the Liquidating Trust Funds are exhausted by the Liquidating Trust, the Liquidating Trust shall be funded by the proceeds of the Liquidating Trust Assets. For the avoidance of doubt, the Reorganized Debtors shall have no obligation to fund or to pay the expenses of the Liquidating Trust, other than as expressly set forth in this Plan.

12.8 Federal Income Tax Treatment. It is intended that the Liquidating Trust be classified for federal income tax purposes as a "liquidating trust" within the meaning of Treasury Regulations Section 301.7701-4(d) and as a "grantor trust" within the meaning of Sections 671 through 679 of the Internal Revenue Code. In furtherance of this objective, the Liquidating

Trustee shall, in its business judgment, make continuing best efforts not to unduly prolong the duration of the Liquidating Trust. All assets held by the Liquidating Trust on the Effective Date shall be deemed for federal income tax purposes to have been distributed by the Debtors or Reorganized Debtors on a Pro Rata share basis to Holders of Allowed DIP Facility Claims, Allowed Statutory Lien Claims, Allowed Prepetition Credit Agreement Claims, and Allowed General Unsecured Claims and then contributed by such Holders to the Liquidating Trust in exchange for their interest in the Liquidating Trust. All Holders shall use the valuation of the assets transferred to the Liquidating Trust as established by the Liquidating Trustee for all federal income tax purposes. The Liquidating Trust Beneficiaries will be treated as the deemed owners of the Liquidating Trust. The Liquidating Trust will be responsible for filing information on behalf of the Liquidating Trust as grantor trust pursuant to Treasury Regulation Section 1.671-4(a).

12.9 Tax Reporting.

(a) Following the Effective Date, the Liquidating Trustee shall prepare and file (or cause to be prepared and filed) tax returns for the Liquidating Trust, treating the Liquidating Trust as a grantor trust pursuant to Treasury Regulation section 1.671-4(a) and in accordance with this Article 12.9(a). The Liquidating Trustee will also annually send to each Liquidating Trust Beneficiary a separate statement setting forth the Liquidating Trust Beneficiary's share of items of income, gain, loss, deduction, or credit and will instruct all such beneficiaries to use such information in preparing their federal income tax returns. The Liquidating Trustee shall also file (or cause to be filed) any other statement, return, or disclosure relating to the Liquidating Trust that are required by any other governmental unit.

(b) The valuation of the Liquidating Trust Assets prepared pursuant to Article 12.4 of this Plan shall be used consistently by all parties (including the Liquidating Trustee and the Liquidating Trust Beneficiaries) for all federal income tax purposes.

(c) The Liquidating Trustee shall be responsible for payments, out of the Liquidating Trust Assets, of any taxes imposed on the Liquidating Trust or the Liquidating Trust Assets.

(d) The Liquidating Trustee may request an expedited determination of taxes of the Liquidating Trust under Bankruptcy Code section 505(b) for all returns filed for, or on behalf of, the Liquidating Trust for all taxable periods through the dissolution of the Liquidating Trust.

(e) In the event that the Liquidating Trust shall fail or cease to qualify as a liquidating trust within the meaning of Treasury Regulation section 301.7701-4(d), the Liquidating Trustee shall take any and all necessary actions as it shall deem appropriate to have the Liquidating Trust qualify as a partnership for federal tax purposes under Treasury Regulation section 301.7701-3, including, if necessary, creating or converting the Liquidating Trust into a Delaware limited liability partnership or limited liability company that is so classified.

12.10 Tax Withholding. The Liquidating Trustee may withhold and pay to the appropriate taxing authority all amounts required to be withheld pursuant to the Tax Code or any

provision of any foreign, state, or local tax law with respect to any payment or distribution to the Liquidating Trust Beneficiaries. All such amounts withheld and paid to the appropriate taxing authority shall be treated as amounts distributed to such Liquidating Trust Beneficiaries for all purposes of the Liquidating Trust Agreement. The Liquidating Trustee shall be authorized to collect such tax information from the Liquidating Trust Beneficiaries (including, without limitation, social security numbers or other tax identification numbers) as it, in its sole discretion, deems necessary to effectuate this Plan, the Confirmation Order, and the Liquidating Trust Agreement. In order to receive distributions under this Plan, all Liquidating Trust Beneficiaries will need to identify themselves to the Liquidating Trustee and provide tax information and the specifics of their holdings, to the extent the Liquidating Trustee deems appropriate. This identification requirement may, in certain cases, extend to holders who hold their securities in street name. The Liquidating Trustee may refuse to make a distribution to any Liquidating Trust Beneficiary that fails to furnish such information in a timely fashion, until such information is delivered; *provided, however*, that, upon the delivery of such information by a Liquidating Trust Beneficiary, the Liquidating Trustee shall make such distribution to which the Liquidating Trust Beneficiary is entitled, without interest; *provided further*, that if the Liquidating Trustee fails to withhold in respect of amounts received or distributable with respect to any such holder and the Liquidating Trustee is later held liable for the amount of such withholding, such holder shall reimburse the Liquidating Trustee for such liability.

12.11 Indemnification and Exculpation. The Liquidating Trustee or the individuals comprising the Liquidating Trustee, as the case may be, and the Liquidating Trustee's agents and professionals, shall not be liable for actions taken or omitted in its capacity as, or on behalf of, the Liquidating Trustee, except those acts arising out of its or their own willful misconduct or gross negligence, and each shall be entitled to indemnification and reimbursement for fees and expenses in defending any and all of its actions or inactions in its capacity as, or on behalf of, the Liquidating Trustee, except for any actions or inactions involving willful misconduct or gross negligence. Any indemnification claim of the Liquidating Trustee (and the other parties entitled to indemnification under this subsection) shall be satisfied solely from the Liquidating Trust Assets. The Liquidating Trustee shall be entitled to rely, in good faith, on the advice of its retained professionals.

12.12 Termination. The Liquidating Trust shall terminate at such a time as all of the Liquidating Trust Assets have been distributed pursuant to this Plan and the Liquidating Trust Agreement; *provided, however*, that the Liquidating Trust shall terminate no later than the fifth anniversary of the Effective Date; *provided further, however*, that on or prior to the date that is 90 days prior to such termination, the Bankruptcy Court, upon motion by a party in interest, may extend the term of the Liquidating Trust if necessary to the liquidation of the Liquidating Trust Assets.

12.13 No Bonding of Liquidating Trust Claims. There shall be no bonding of the Liquidating Trustee.

ARTICLE XIII

RETENTION OF JURISDICTION

Pursuant to Bankruptcy Code sections 105(a) and 1142, the Bankruptcy Court shall have jurisdiction of all matters arising out of, and related to, the Chapter 11 Cases and this Plan, including jurisdiction to:

(a) resolve any matters related to Executory Contracts and Unexpired Leases, including: (i) the assumption, assumption and assignment, or rejection of Executory Contracts or Unexpired Leases to which the Debtors are a party or with respect to which the Debtors may be liable, and to hear and determine the allowance of Claims resulting therefrom including the amount of Cure, if any, required to be paid; (ii) any potential contractual obligation under any Executory Contract or Unexpired Lease that is assumed; (iii) the Reorganized Debtors' amendment, modification, or supplement after the Effective Date, pursuant to Article VII of this Plan, of the lists of Executory Contracts and Unexpired Leases to be assumed or rejected or otherwise; and (iv) any dispute regarding whether a contract or lease is or was executory or expired;

(b) adjudicate any and all adversary proceedings, applications, and contested matters that may be commenced or maintained pursuant to the Chapter 11 Cases or this Plan, or that were the subject of proceedings before the Bankruptcy Court prior to the Effective Date, proceedings to adjudicate the allowance of Disputed Claims and Disputed Interests, and all controversies and issues arising from or relating to any of the foregoing;

(c) ensure that distributions to Holders of Allowed Claims are accomplished as provided herein and adjudicate any and all disputes arising from or relating to distributions under this Plan;

(d) allow in whole or in part, disallow in whole or in part, determine, liquidate, classify, estimate, or establish the priority, secured or unsecured status, or amount of any Claim or Interest, including hearing and determining any and all objections to the allowance or estimation of Claims or Interests filed and adjudicating any disputes between Creditors regarding priority or rights to payment or turnover of consideration distributed pursuant to the Plan, both before and after the Confirmation Date, including any objections to the classification of any Claim or Interest and the resolution of request for payment of any Administrative Claim;

(e) hear and determine or resolve any and all matters related to Causes of Action;

(f) enter and implement such orders as may be appropriate if the Confirmation Order is for any reason stayed, revoked, modified, and/or vacated;

(g) issue and implement orders in aid of execution, implementation, or consummation of this Plan;

(h) consider any modifications of this Plan to cure any defect or omission, or to reconcile any inconsistency in any order of the Bankruptcy Court, including the Confirmation Order;

(i) hear and determine all applications for allowance of compensation and reimbursement of Professional Claims under this Plan or under Bankruptcy Code sections 330, 331, 503(b), 1103, and 1129(a)(4);

(j) determine requests for the payment of Claims entitled to priority under Bankruptcy Code section 507(a)(1), including compensation and reimbursement of expenses of parties entitled thereto;

(k) adjudicate, decide, or resolve any and all matters related to Bankruptcy Code section 1141;

(l) hear and determine disputes arising in connection with the interpretation, implementation, or enforcement of this Plan or the Confirmation Order, including disputes arising under agreements, documents, or instruments executed in connection with this Plan and disputes arising in connection with any Entity's obligations incurred in connection with this Plan;

(m) hear and determine all suits or adversary proceedings to recover assets of the Debtors and property of their Estates, wherever located;

(n) hear and determine matters concerning state, local, and federal taxes in accordance with Bankruptcy Code sections 346, 505, and 1146;

(o) resolve any matters relating to the pre- and post-confirmation sales of the Debtors' assets;

(p) grant any consensual request to extend the deadline for assuming or rejecting Unexpired Leases pursuant to Bankruptcy Code section 365(d)(4);

(q) hear any other matter not inconsistent with the Bankruptcy Code;

(r) hear and determine all disputes involving the existence, nature, or scope of the Debtors' discharge;

(s) enter a final decree closing any and all of the Chapter 11 Cases;

(t) enforce all orders previously entered by the Bankruptcy Court; and

(u) hear and determine all matters relating to any Subordinated Claim.

From the Confirmation Date through the Effective Date, the Bankruptcy Court shall retain jurisdiction with respect to each of the foregoing items and all other matters that were subject to its jurisdiction prior to the Confirmation Date; *provided, however*, that the Bankruptcy Court shall neither have nor retain exclusive jurisdiction over any post–Effective Date agreement,

including but not limited to any of the Plan Transaction Documents. Nothing contained herein shall be construed to increase, decrease, or otherwise modify the independence, sovereignty, or jurisdiction of the Bankruptcy Court.

ARTICLE XIV

MISCELLANEOUS PROVISIONS

14.1 Binding Effect. Upon the Effective Date, this Plan shall be binding upon and inure to the benefit of the Debtors, the Reorganized Debtors, all current and former Holders of Claims, all current and former Holders of Interests, and all other parties-in-interest and their respective heirs, successors, and assigns.

14.2 Payment of Statutory Fees. All fees payable pursuant to section 1930 of title 28 of the United States Code, as of the entry of the Confirmation Order as determined by the Bankruptcy Court at the Confirmation Hearing, shall be paid on the Effective Date. From and after the Effective Date, the Liquidating Trust and the Reorganized Debtors shall pay fees pursuant to section 1930 of title 28 of the United States Code until the Chapter 11 Cases are closed by entry of the Inactive Debtors Final Decree (as to the Inactive Debtors) and a final decree as to Ryckman. Furthermore, following entry of the Confirmation Order, the Reorganized Debtors and the Liquidating Trust shall continue to file quarterly reports in compliance with Bankruptcy Rule 2015(a)(5), which such reports shall not purport to be prepared in accordance with GAAP and may not be construed as reports filed under the Exchange Act.

14.3 Modification and Amendments. The Debtors may alter, amend, or modify this Plan under Bankruptcy Code section 1127(a) at any time prior to the Confirmation Date. After the Confirmation Date and prior to substantial consummation of this Plan as defined in Bankruptcy Code section 1101(2), the Debtors may under Bankruptcy Code section 1127(b), institute proceedings in the Bankruptcy Court to remedy any defect or omission or reconcile any inconsistencies in this Plan, the Disclosure Statement, or the Confirmation Order, and such matters as may be necessary to carry out the purposes and effects of this Plan.

14.4 Confirmation of this Plan. The Debtors request Confirmation of this Plan under Bankruptcy Code section 1129(b) with respect to any Impaired Class that does not accept this Plan pursuant to Bankruptcy Code section 1126. The Debtors reserve the right to amend this Plan to the extent, if any, that Confirmation pursuant to Bankruptcy Code section 1129(b) requires modification.

14.5 Additional Documents. On or before the Effective Date, the Debtors may file with the Bankruptcy Court such agreements or other documents as may be necessary or appropriate to effectuate and further evidence the terms and conditions of this Plan. The Debtors, the Reorganized Debtors, and the Liquidating Trust, as applicable, and Holders of Claims receiving distributions pursuant to this Plan and all other parties in interest shall, from time to time, prepare, execute, and deliver any agreements or documents and take any other actions as may be necessary or advisable to effectuate the provision and intent of this Plan.

14.6 Dissolution of Creditors' Committee. Effective on the Effective Date, the Creditors' Committee shall dissolve automatically, whereupon their members, professionals, and agents shall be released from any further duties, responsibilities, and liabilities in the Chapter 11 Cases and under the Bankruptcy Code, *provided* that obligations arising under confidentiality agreements, joint interest agreements, and protective orders entered during the Chapter 11 Cases shall remain in full force and effect according to their terms. The Creditors' Committee may make applications for Professional Claims. The Professionals retained by the Creditors' Committee and the respective members of the Creditors' Committee shall not be entitled to compensation and reimbursement of expenses for services rendered after the Effective Date, *provided*, *however*, notwithstanding the foregoing, the Professionals retained by the Creditors' Committee shall be entitled to submit invoices for compensation and reimbursement of expenses for time spent with respect to applications for the allowance of compensation and reimbursement of expenses filed after the Effective Date and have such allowed amounts paid from the Holdback Escrow Account consistent with the procedures for payment from the Holdback Escrow Account set forth herein.

14.7 Revocation, Withdrawal, or Non-Consummation

(a) *Right to Revoke or Withdraw.* The Debtors reserve the right to revoke or withdraw this Plan at any time prior to the Effective Date and file subsequent chapter 11 plans.

(b) *Effect of Withdrawal, Revocation, or Nonconsummation*. If the Debtors revoke or withdraw this Plan prior to the Effective Date, or if the Confirmation Date or the Effective Date does not occur, then this Plan, any settlement or compromise embodied in this Plan (including the fixing or limiting to an amount certain any Claim or Class of Claims or the allocation of the distributions to be made hereunder), the assumption or rejection of Executory Contracts or Unexpired Leases effected by this Plan, and any document or agreement executed pursuant to this Plan, shall be null and void in all respects. In such event, nothing contained herein or in the Disclosure Statement, and no acts taken in preparation for consummation of this Plan, shall be deemed to constitute a waiver or release of any Claims, Interests, or Causes of Action by or against the Debtors or any other Entity, to prejudice in any manner the rights and defenses of the Debtors, the Holder of a Claim or Interest, or any Entity in any further proceedings involving the Debtors, or to constitute an admission, acknowledgement, offer, or undertaking of any sort by the Debtors or any other Entity.

14.8 Notices. After the Effective Date, any pleading, notice, or other document required by this Plan to be served on or delivered to the parties below shall be served as follows:

If to the Debtors or the Reorganized Debtors:

Ryckman Creek Resources, LLC
3 Riverway, Suite 1100
Houston, Texas 77056
Attention: General Counsel

with a copy (which shall not constitute notice) to:

Skadden, Arps, Slate, Meagher & Flom LLP
155 North Wacker Drive
Suite 2700
Chicago, Illinois 60610
Attention: George N. Panagakis
Christopher M. Dressel

– and –

Skadden, Arps, Slate, Meagher & Flom LLP
One Rodney Square
P.O. Box 636
Wilmington, Delaware 19899
Attention: Robert A. Weber

If to the DIP Agent or the Prepetition Agent:

1325 Avenue of the Americas, 6th Floor
New York, New York 10019
Attention: Patrick Kennedy

With a copy to:

1325 Avenue of the Americas, 11th Floor
New York, New York 10019
Attention: Cheryl LaBelle
Hans Beekmans

With a copy to:

Holland & Knight LLP
200 Crescent Court
Suite 1600
Dallas, Texas 75201
Attention: Robert W. Jones
Brent McIlwain

If to the Office of the United States Trustee:

Office of the United States Trustee for the District of Delaware
Room 2207, Lockbox 35
844 North King Street
Wilmington, Delaware 19801
Attention: Richard L. Schepacarter

14.9 Term of Injunctions or Stays. Unless otherwise provided in this Plan or in the Confirmation Order, all injunctions or stays in effect in the Chapter 11 Cases pursuant to

Bankruptcy Code sections 105 or 362 or any order of the Bankruptcy Court, and existing on the Confirmation Date (excluding any injunctions or stays contained in this Plan or the Confirmation Order) shall remain in full force and effect until the Effective Date. All injunctions or stays contained in this Plan or the Confirmation Order shall remain in full force and effect in accordance with their terms.

14.10 Governing Law. Unless a rule of law or procedure is supplied by federal law (including the Bankruptcy Code and Bankruptcy Rules) or unless otherwise specifically stated, the laws of the State of New York shall govern the construction and implementation of this Plan and any agreements, documents, and instruments executed in connection with this Plan (except as otherwise set forth in those agreements, in which case the governing law of such agreements shall control). Corporate governance matters shall be governed by the laws of the state of formation of the applicable Reorganized Debtor.

14.11 Entire Agreement. Except as otherwise indicated, this Plan supersedes all previous and contemporaneous negotiations, promises, covenants, agreements, understandings, and representations on such subjects, all of which have become merged and integrated into this Plan.

14.12 Severability. If, prior to Confirmation, any term or provision of this Plan is held by the Bankruptcy Court to be invalid, void, or unenforceable, the Bankruptcy Court shall have the power to alter and interpret such term or provision to make it valid or enforceable to the maximum extent practicable, consistent with the original purpose of the term or provision held to be invalid, void, or unenforceable, and such term or provision shall then be applicable as altered or interpreted. Notwithstanding any such holding, alteration, or interpretation, the remainder of the terms and provisions of this Plan will remain in full force and effect and will in no way be affected, impaired, or invalidated by such holding, alteration, or interpretation. The Confirmation Order shall constitute a judicial determination and shall provide that each term and provision of this Plan, as it may have been altered or interpreted in accordance with the foregoing, is (a) valid and enforceable pursuant to its terms, (b) integral to this Plan and may not be deleted or modified without the Debtors' consent, and (c) nonseverable and mutually dependent.

14.13 No Waiver or Estoppel. Upon the Effective Date, each Holder of a Claim or Interest shall be deemed to have waived any right to assert that its Claim or Interest should be Allowed in a certain amount, in a certain priority, be secured, or not be subordinated by virtue of an agreement made with the Debtors and/or their counsel, the Creditors' Committee and/or its counsel, or any other party, if such agreement was not disclosed in this Plan, the Disclosure Statement, or papers filed with the Bankruptcy Court.

14.14 Conflicts. In the event that the provisions of the Disclosure Statement and the provisions of this Plan conflict, the terms of this Plan shall govern.

Dated: November 13, 2017

Respectfully submitted,

Ryckman Creek Resources, LLC

/s/ Robert D. Albergotti
Name: Robert D. Albergotti
Title: Vice President – Restructuring

Ryckman Creek Resources Holding Company LLC

/s/Robert D. Albergotti
Name: Robert D. Albergotti
Title: Vice President – Restructuring

Peregrine Rocky Mountains LLC

/s/ Robert D. Albergotti
Name: Robert D. Albergotti
Title: Vice President – Restructuring

Peregrine Midstream Partners LLC

/s/ Robert D. Albergotti
Name: Robert D. Albergotti
Title: Vice President – Restructuring

/s/ Robert A. Weber
Robert A. Weber (I.D. No. 4013)
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– and –

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Tabitha J. Atkin
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Chicago, Illinois 60606
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Fax: (312) 407-0411

Counsel for Debtors and
Debtors-in-Possession

EXHIBIT B

Financial Projections

DEBTORS' PRO FORMA BALANCE SHEET AND LIQUIDITY PROJECTIONS

A. Introduction

The Debtors have prepared (1) a pro forma balance sheet (the "Pro Forma Balance Sheet") reflecting estimated reorganization adjustments and the transfer of assets to the Reorganized Debtors and (2) a financial projection (the "Financial Projection") for the one month ending December 31, 2017 and the subsequent four years ending December 31, 2021 (the "Projection Period" and the Pro Forma Balance Sheet and the Liquidity Projection, together, the "Projections"). The Projections were completed during October 2017 and were prepared on a consolidated basis consistent with the Debtors' financial reporting practices. These Projections have not been reviewed by an independent auditor. The Projections also do not include the impact of the application of "fresh-start accounting" as required by FASB ASC 852 "Reorganizations." Capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in either the Disclosure Statement or the Plan, as applicable.

The Debtors have prepared the Projections to assist the Bankruptcy Court in determining whether the Plan meets the "feasibility" requirements of Bankruptcy Code section 1129(a)(11). The Debtors believe that the Plan meets such requirements. In connection with the negotiation and development of the Plan, and for the purpose of determining whether the Plan meets the feasibility standard outlined in the Bankruptcy Code, the Debtors analyzed their ability to satisfy their financial obligations while maintaining sufficient liquidity and capital resources during the Projection Period.

The Projections assume the Plan will be implemented in accordance with its stated terms and include, to the best of the Debtors' knowledge and belief, assumptions and judgments based on an estimated Effective Date of on or about December 8, 2017 (the "Assumed Effective Date"). Although the Debtors are of the opinion that these assumptions are reasonable under current circumstances, such assumptions are subject to inherent uncertainties, including but not limited to, material changes in the economic and competitive environment, ability to attract and retain key talent, wage rates, technology-related and other costs, commodity prices for crude oil and natural gas, the forward curves of such commodities, and other factors affecting the Reorganized Debtors' business. The Projections should be read in conjunction with the assumptions and qualifications contained herein. The likelihood of a change in any of the factors, assumptions, and judgments underlying these Projections, and related financial impact, cannot be predicted with certainty. Consequently, actual financial results could differ materially from the Projections.

The Debtors do not, as a matter of course, publish their projections, strategies, or forward-looking projections of their financial position, results of operations, and cash flows. Accordingly, the Debtors do not anticipate that they will, and disclaim any obligation to, furnish updated

projections to the Holders of Claims or Interests after the date of this Disclosure Statement Exhibit or to otherwise make such information public. The assumptions disclosed herein are those that the Debtors believe to be significant to the Projections and are "forward looking statements" within the meaning of the Private Securities Litigation Reform Act of 1995.

THE PROJECTIONS WERE NOT PREPARED WITH A VIEW TOWARD COMPLIANCE WITH GENERALLY ACCEPTED ACCOUNTING PRINCIPLES ("GAAP") IN THE UNITED STATES. FURTHERMORE, THE PROJECTIONS HAVE NOT BEEN AUDITED OR REVIEWED BY A REGISTERED INDEPENDENT PUBLIC ACCOUNTING FIRM.

THE PROJECTIONS, WHILE PRESENTED WITH NUMERICAL SPECIFICITY, ARE BASED UPON A VARIETY OF ESTIMATES AND ASSUMPTIONS THAT MAY NOT BE REALIZED AND ARE SUBJECT TO SIGNIFICANT BUSINESS, ECONOMIC, AND COMPETITIVE UNCERTAINTIES AND CONTINGENCIES THAT ARE BEYOND THE CONTROL OF THE DEBTORS. CONSEQUENTLY, THE PROJECTIONS SHOULD NOT BE REGARDED AS A REPRESENTATION OR WARRANTY BY THE DEBTORS, OR ANY OTHER PERSON, AS TO THE ACCURACY OF THE PROJECTIONS OR THAT THE PROJECTIONS WILL BE REALIZED. ACTUAL RESULTS MAY DIFFER MATERIALLY FROM THOSE PRESENTED IN THE PROJECTIONS. HOLDERS OF CLAIMS OR INTERESTS MUST MAKE THEIR OWN ASSESSMENT AS TO THE REASONABLENESS OF SUCH ASSUMPTIONS AND THE RELIABILITY OF THE PROJECTIONS IN MAKING THEIR DETERMINATION OF WHETHER TO ACCEPT OR REJECT THE PLAN.

B. Pro Forma Balance Sheet

The Debtors considered factors which may impact the Reorganized Debtors' balance sheet upon emergence from Chapter 11 and applied these factors to the Debtors' most recent balance sheet dated September 30, 2017. These adjustments have yielded a Pro Forma Balance Sheet which takes into account these estimates and assumptions.

The adjustments in the consolidated Pro Forma Balance Sheet are based on estimates available to the Debtors at the time this analysis was prepared and are unaudited. Actual adjustments will be based on the determined value on the Assumed Effective Date and may be materially different than those presented herein.

The Plan will be effectuated through a series of transactions on the Assumed Effective Date. Those emergence transactions are:

1. The $17,559,983 of Plan Sponsor Cash Consideration will be used to satisfy various administrative and priority claims.
2. The Debtors will have access to the Plan Sponsor Working Capital Commitment in the amount no less than $5,000,000 between the Effective Date and the first anniversary

thereof, and (i) an incremental $5 million or (ii) such lesser amount as is sufficient to achieve 12 Bcf of capacity at the Ryckman Creek Facility, between the first and second anniversaries of the Effective Date.

3. It is assumed that the Reorganized Debtors are refunded $300,000 currently held as a utility deposit with PacifiCorp at emergence.
4. As of July 31, 2017, the Debtors had fixed assets with an estimated net book value of $318,001,027. As the reorganization value of the Debtors is estimated be less than the current book value of its assets, fixed assets are expected to be reevaluated and have a net book value of $15,443,745 upon emergence.
5. Based upon the Debtors' Schedules and Proofs of Claim received to date, the Debtors estimate that approximately $65,510,050 of trade debt will be restructured as part of the Plan. Inclusive in the estimated trade debt claims are the purported Statutory Lien Claims referenced herein. In the event the Purported Lienholders prevail in any Priority Determination, they will receive a replacement lien on the Liquidating Trust Assets. If they do not prevail, they will receive their Pro Rata share of the Class 3 Common Units. The balance of the accounts payable is estimated to be approximately $4,949,148, relating to post-petition accounts payable and accrued liabilities. The pre-petition intercompany claims will be extinguished as part of the Plan.
6. For the purposes of the Pro Forma Balance Sheet, the Debtors have assumed that all accrued and unpaid interest due on the Debtors' Prepetition Credit Facility as of the Assumed Effective Date will be extinguished. The balances have been updated to reflect the estimated accrued interest outstanding as of September 30, 2017.
7. The Debtors anticipate that immediately before the Assumed Effective Date, the balance on the DIP Facility will be approximately $54,000,000 plus any accrued and outstanding fees and interest.
8. No adjustment has been made to these Projection as it pertains to potential tax liabilities or "fresh-start accounting" as required by FASB ASC 852 "Reorganizations." Any potential "fresh-start accounting" adjustments or tax impacts may impact the equity balances set forth in these projections.

The summary Pro Forma Balance Sheet is included as Schedule 1.

C. Financial Projections

To fund the operations and future potential expansion of the Reorganized Debtors' natural gas storage facility, these Projections assume that the Reorganized Debtors will rely on operational cash flows as well as the Plan Sponsor Working Capital Commitment. Until the first quarter of 2020, the Reorganized Debtors will rely on the liquidity provided by the Plan Sponsor Working Capital Commitment and, after that date, its internally generated cash flow will provide liquidity sufficient to fund operations and make distributions to holders of the equity interests in Reorganized Ryckman. The Debtors believe their existing contracted customer base, combined

with estimated market demand, provides a reliable and steady revenue base with which these projections were created. The Debtors have reviewed their cost structure and forecasted expected operating and administrative costs consistent with the operations of a natural gas storage facility of this size.

The Debtors estimate that capital expenditures in 2017 and 2018 will total approximately $8,100,000, a detailed description of which is in section D below. These capital expenditures will be funded with operating cash flows and the Plan Sponsor Working Capital Commitment. The Debtors believe that the capital expenditures funded during 2017 and 2018 will provide additional gas deliverability and water handling capabilities to sufficient to provide financial results in accordance with the Financial Projections outlined in Schedule 2. Schedule 2 demonstrates that the Debtors anticipate having sufficient liquidity during the Projection Period to satisfy all obligations that come due during the Projection Period.

D. 2017-2018 Capital Projections

Ryckman anticipates undertaking several critical capital projects over the next three to nine months that are targeted to remedying safety concerns and to provide increased performance for reservoir withdrawal. Specifics of these initiatives and other capital projects are described below:

1) Water Handling Capacity ($2,250,000)

The objective of this project is to increase water and oil handling capacity from the Production and Test Separators. The plan is to install new high pressure basket strainers and liquid-liquid Filter Coalescers downstream of the separators, which will separate oil and water.

This project will also include the Flash Vapor System construction. The engineering work for this project has been completed and equipment is on-site.

2) Tank Farm Modifications ($450,000)

The tank farm will be removed completely and a new concrete containment installed. Currently the existing tank farm has damaged tanks and occasional leaks. The tanks will then be re-installed and the damaged tanks replaced. New piping will be installed. A total of eight tanks are to be installed with two gun-barrel tanks, a slop tank, and five oil sales tanks.

3) New Wells and Tie-Ins to Ryckman Plant ($4,200,000)

Up to 6 new wells new wells will be tied-in to the Ryckman Creek Facility for withdrawal and injection. The investment decision will made incrementally as the wells are recompleted and performance capabilities are confirmed and modelled.

4) Blending Building Bypasses ($80,000)

The objective of this project is to install small bypass valves around identified XV's that currently do not have means of equalization to allow a controlled equalization of pressures

before opening the large XV's. In addition, control system modifications will be installed to prevent the opening of the large XV's that have a large differential pressure across them.

5) Boat Anchor Removal/ Bypass ($25,000)

The objective of this project is to remove the TEG regeneration skid (referred to as the "boat anchor") and save the cost of repairs and instead use one of the other existing regeneration skids to provide TEG to the existing contactor.

Engineering, construction management, and contingency on the projects described above is $1.1 million.

SCHEDULE 1

	As of 9/30/2017	Post-Emergence Adjustments	Post-Emergence
CURRENT ASSETS			
Cash and cash equivalents	$ 1,216,127	$ (1,216,127)	$ -
Accounts receivable	810,476	-	810,476
Accounts receivable - related parties	2,663	(2,663)	-
Prepaid assets [C]	300,000	(300,000)	-
Gas inventory	2,428,779	-	2,428,779
TOTAL CURRENT ASSETS	**$ 4,758,045**	**$ (1,518,790)**	**$ 3,239,255**
PROPERTY AND EQUIPMENT			
Net Property and Equipment, Net [D]	316,956,241	(301,512,496)	15,443,745
Debt Issuance Costs, Net	-	-	-
Restricted Cash, Net	1,317,000	-	1,317,000
TOTAL ASSETS	**$ 323,031,286**	**$ (303,031,286)**	**$ 20,000,000**
Accounts payable and accrued liabilities [E]	$ 70,459,198	$ (65,510,050)	$ 4,949,148
TOTAL CURRENT LIABILITIES	**70,459,198**	**(65,510,050)**	**4,949,148**
Debtor in Posession Loan [G]	$ 54,000,000	$ (54,000,000)	$ -
Tranche A - Secondary - Principal	5,000,000	(5,000,000)	-
Tranche A - Secondary - Interest [F]	140,000	(140,000)	-
Tranche B - Tertiary - Principal	25,000,000	(25,000,000)	-
Tranche B - Tertiary - Interest [F]	702,000	(702,000)	-
Tranche B - Secondary - Principal	15,000,000	(15,000,000)	-
Tranche B - Secondary - Interest [F]	920,000	(920,000)	-
Tranche A - Initial - Principal	50,000,000	(50,000,000)	-
Tranche A - Initial - Interest [F]	4,460,000	(4,460,000)	-
Tranche B - Initial - Principal	55,000,000	(55,000,000)	-
Tranche B - Initial - Interest [F]	5,891,000	(5,891,000)	-
Term Loan Debt - Principal	160,000,000	(160,000,000)	-
Term Loan Debt - Interest [F]	13,955,000	(13,955,000)	-
Derivate Financial Instruments	1,518,763	(1,518,763)	-
Plan sponsor note [A]	-	14,500,000	14,500,000
TOTAL LIABILITIES	**$ 462,045,961**	**$ (442,596,813)**	**$ 19,449,148**
MEMBERS' EQUITY	**(139,014,675)**	**$ 139,565,527**	**$ 550,852**

SCHEDULE 2

$ in thousands	Dec-17	1Q18	2Q18	3Q18	4Q18	FY19	FY20	FY21
Revenue	**$ 638**	**$ 2,549**	**$ 3,780**	**$ 4,496**	**$ 4,372**	**$ 25,876**	**$ 39,068**	**$ 42,572**
Operating Costs								
Total Field Personel	$ (238)	$ (716)	$ (729)	$ (692)	$ (722)	$ (2,945)	$ (3,034)	$ (3,125)
Total Other Operating Expenses	(666)	(2,086)	(2,086)	(2,086)	(2,086)	(8,557)	(8,778)	(9,005)
Total Maintenance Expenses	(47)	(144)	(144)	(144)	(144)	(594)	(612)	(630)
Total Field G&A	(184)	(564)	(565)	(565)	(565)	(2,312)	(2,367)	(2,424)
Total Owner Related Expenses	(17)	(52)	(52)	(52)	(52)	(212)	(216)	(219)
Total Operating Costs	**$ (1,152)**	**$ (3,562)**	**$ (3,576)**	**$ (3,539)**	**$ (3,569)**	**$ (14,620)**	**$ (15,005)**	**$ (15,403)**
SG&A Costs	(192)	(542)	(542)	(542)	(542)	(2,228)	(2,290)	(2,354)
Cash Flow from Operations	**$ (706)**	**$ (1,556)**	**$ (338)**	**$ 415**	**$ 261**	**$ 9,028**	**$ 21,773**	**$ 24,815**
Capex - Replacement PAD	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Capex - Maintenance	-	-	-	-	-	-	-	-
Capex - Growth	(1,564)	-	(3,000)	(3,000)	(500)	(7,500)	(500)	(2,500)
Total Capex	**$ (1,564)**	**$ -**	**$ (3,000)**	**$ (3,000)**	**$ (500)**	**$ (7,500)**	**$ (500)**	**$ (2,500)**
Equity sponsor cash in for purchase price	$ 500	$ 750	$ 2,927	$ -	$ 2,677	$ 5,353	$ 5,353	$ -
Equity sponsor purchase price payment	(500)	(750)	(2,927)	-	(2,677)	(5,353)	(5,353)	-
Equity Sponsor Working Capital Commitment	2,269	1,556	3,338	2,585	239	-	-	-
Cash Flow from Financing	**$ 2,269**	**$ 1,556**	**$ 3,338**	**$ 2,585**	**$ 239**	**$ -**	**$ -**	**$ -**
Beginning Cash	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,528	$ 22,801
Increase / (Decrease) in Cash	-	-	-	-	-	1,528	21,273	22,315
Ending Cash	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 1,528**	**$ 22,801**	**$ 45,116**

EXHIBIT C

Liquidation Analysis

Introduction

Pursuant to Bankruptcy Code section 1129(a)(7), often called the "best interests of creditors test," holders of allowed, impaired claims must either (a) accept a plan of reorganization, or (b) receive or retain under the plan on account of such claim, property of a value, as of a plan's effective date, that is not less than the value such holder would receive or retain if the debtors liquidated under chapter 7 of the Bankruptcy Code. As demonstrated in this liquidation analysis (the "Liquidation Analysis"), the Debtors believe that the Plan meets the "best interests of creditors test" as set forth in Bankruptcy Code section 1129(a)(7). All capitalized terms not defined in the Liquidation Analysis have the meanings ascribed to them in the Plan and/or the Disclosure Statement.

The Debtors believe that Holders of Allowed Claims in each Impaired Class will receive at least as much under the Plan as they would if the Debtors were liquidated under chapter 7 of the Bankruptcy Code. The Liquidation Analysis reflects the estimated Cash proceeds, net of liquidation-related costs, which are projected to be realized if the Debtors were liquidated in accordance with chapter 7 of the Bankruptcy Code.

General Liquidation Analysis Assumptions

Underlying the Liquidation Analysis are numerous estimates and assumptions regarding liquidation proceeds that, although developed and considered reasonable by the Debtors' management and advisors, are inherently subject to significant business, economic, regulatory, and competitive uncertainties and contingencies beyond the control of the Debtors, their management, and their advisors. The Liquidation Analysis is also based on the Debtors' best judgment of how numerous decisions in the liquidation process would be resolved. Accordingly, there can be no assurance that the values reflected in the Liquidation Analysis would be realized if the Debtors were, in fact, to undergo such a liquidation, and actual results could materially differ from the results herein. The underlying financial information in the Liquidation Analysis was not compiled or examined by any independent accountants. Any balances reflected herein are unaudited and presented as such.

The Liquidation Analysis is based on Ryckman Creek Resources, LLC's consolidated balance sheet as of September 30, 2017, except where otherwise noted. The Liquidation Analysis assumes the Chapter 11 Cases are converted to chapter 7 cases on November 24, 2017, and that the Bankruptcy Court appoints a chapter 7 trustee (the "Chapter 7 Trustee"), who promptly commences a chapter 7 liquidation. For the purposes of this Liquidation Analysis, it is assumed that the Chapter 7 Trustee would substantively consolidate all of the Debtors' operations on the commencement of a liquidating scenario. **If the Debtors liquidated under chapter 7 of the Bankruptcy Code, but their Estates were not substantively consolidated for liquidation purposes, the results of such a liquidation may be materially different than the results illustrated herein as to certain creditors. The Debtors reserve all rights as to any potential substantive consolidation that may or may not be proposed in these cases.**

It is assumed that the Debtors would continue to operate under the direction of the Chapter 7 Trustee for a nine-to-22-week period during the liquidation. During this time, all of the Debtors' major assets (consisting primarily of the Ryckman Creek Facility, the Debtors' natural gas storage facility in Wyoming) would be sold or conveyed, and the Cash proceeds, net of liquidation-related costs, would then be distributed to the Creditors in accordance with Bankruptcy Code section 726. This nine-to-22-week assumption is primarily based on the anticipated time the Chapter 7 Trustee would need to sell and liquidate the assets of the business before critical resources (including continued supply and credit support from vendors and the services of key employees) would dissipate and the Cash available to the Chapter 7 Trustee would be exhausted. It is assumed that the Houston, Texas office lease would not be retained and, relatedly, that the majority of the Debtors' employees would be released immediately, with the exception of key staff to facilitate accounting and gas dispatch operations. In an actual liquidation, the wind-down process and time period(s) could vary, thereby impacting recoveries. For example, there is the potential that the sale of the assets would extend beyond the nine-to-22-week sale process; however, during this extended period of liquidation, the value of the business would further deteriorate to the point where the value of the assets of the estate would be discounted even further by potential acquirers, which would further reduce recoveries for all Creditors. This Liquidation Analysis assumes that, following the sale of the assets, the Chapter 7 Trustee would wind down the estates in a timely manner.

There can be no assurance that the actual value realized in a sale of these assets would yield the amounts assumed in the Liquidation Analysis. Furthermore, the fair-market value of these assets could potentially be materially different if offered for sale during the ordinary course of business.

This Liquidation Analysis assumes that proceeds would be distributed in accordance with Bankruptcy Code section 726. If the Debtors were liquidated pursuant to chapter 7, the proceeds of the liquidation would be distributed to Holders of Claims and Interests in the following order of priority: first, the costs of the liquidation, which includes the net operational wind-down costs, fees, and expenses of the Chapter 7 Trustee, fees and expenses of other professionals retained by the Chapter 7 Trustee to assist with the liquidation, environmental-remediation expenses, and other asset-disposition expenses; second, the carve out under the DIP Facility for Professional Claims for professional fees; third, the DIP Facility Claims; fourth, the Prepetition Credit Agreement Secured Claims; fifth, Chapter 11 Administrative Claims; sixth, the Priority Tax Claims and Other Priority Claims; seventh, the claims of unsecured claimants, including any potential deficiency claims from the secured lenders under the Prepetition Credit Agreement; and eighth, any remaining value would go to Holders of Interests.

Under the hypothetical liquidation presented herein, there is minimal recovery (between $1.3 million and $2.3 million) available after the chapter 7 administrative expenses are satisfied.

The Debtors currently maintain approximately $1.3 million in restricted Cash at First Interstate Bank in Wyoming to secure a series of reclamation and other surety bonds. Additionally, the Debtors maintain $14,000 at Rabobank in an account maintained as a security deposit on chapter 11 postpetition utility services. It is assumed that upon conversion of these cases to a chapter 7 liquidation, these accounts would be used to satisfy the obligations they collateralize and would therefore be unavailable for distribution to other Creditors.

This Liquidation Analysis contains an estimate of Claims that ultimately will become Allowed Claims. Estimates for various Classes of Claims are based solely upon the Debtors' Schedules and Proofs of

Claims filed as of the date of this Liquidation Analysis. No order or finding has been entered by the Bankruptcy Court estimating or otherwise fixing the amount of Claims at the projected levels set forth in this Liquidation Analysis. In preparing this Liquidation Analysis, the Debtors have projected amounts of Claims that are consistent with the estimated Claims reflected in the Disclosure Statement with certain modifications. The Liquidation Analysis does not contain estimates of Rejection Damages Claims; however, Rejection Damages Claims would not materially increase the estimated amount of General Unsecured Claims. In addition, for the purposes of this Liquidation Analysis, the Debtors assumed all purported statutory lien claimants hold General Unsecured Claims. To the extent that such purported lien claimants are found to hold valid senior liens, such claims would recover according to their priority as further set forth below in *Note J*.

It is assumed that the asset sale transactions would be effectuated as a sale of the ownership interests in the Debtors' various assets without regard to any tax liabilities or benefits resulting from those sales. The Liquidation Analysis assumes certain equipment will be sold at prices below its book value, potentially generating a taxable benefit to the estate. These tax impacts have not been evaluated.

No analysis of potential Causes of Action has been performed in connection with this Liquidation Analysis. Causes of Action, including any Avoidance Actions, that are released under the Plan, would not be available for recovery in a chapter 11 plan scenario. By contrast, in a chapter 7 liquidation, recoveries from such Causes of Action would be available to Creditors; however, they are not reflected herein because their value is uncertain. With respect to Causes of Action that are not released under the Plan, there would be no difference in the recoveries of unsecured Creditors in a chapter 11 as compared to a chapter 7.

General Approach and Results of the Liquidation Analysis

The Debtors engage in the storage of natural gas in Wyoming. The Liquidation Analysis assumes that, to maximize total liquidation value, the Debtors' operating assets would be sold during a nine-to-22-week period after the conversion to a chapter 7 bankruptcy case. The Debtors' have generated two scenarios by which to evaluate the range of potential outcomes in a chapter 7 liquidation: a "High-Value Scenario" and a "Low-Value Scenario." Both the High-Value Scenario and the Low-Value Scenario assume a sale of the enterprise in a forced liquidation and a sale of the property, plant, and equipment in a piecemeal manner.

The estimated proceeds of a hypothetical chapter 7 liquidation for all assets of the four Debtor entities were calculated based on assumptions provided herein and applied to estimated Claims values for these entities to determine recovery estimates among Creditor Classes. In addition, these recovery estimates among Creditor Classes were compared to estimated recoveries under the Plan.

As demonstrated herein, all Impaired Creditor Classes are estimated to receive less value in a chapter 7 liquidation than under the Plan. In the High-Value Scenario and the Low-Value Scenario, the professional fee carve-out receives a 52% recovery and a 20% recovery, respectively. In the High-Value Scenario and the Low-Value Scenario, the professional fee carve-out is impaired, and thus all other subordinate Claims Classes, including General Unsecured Claims, are Impaired and receive no recovery.

As noted above, in general, it is assumed that a conversion to a chapter 7 liquidation would result in immediate actions by the Chapter 7 Trustee to sell the Debtors' assets as quickly as possible. The Chapter 7 Trustee will seek to find an immediate buyer or buyers before the business deteriorates due to loss of critical resources as key employees resign, important vendors no longer cooperate and any other business pressures emerge that will erode the value of the Debtors' assets with a conversion to a chapter 7 liquidation.

The primary asset the Debtors would liquidate in a chapter 7 liquidation is the principal equipment and machinery that comprise the Ryckman Creek Facility, a 53 billion cubic feet (Bcf), Federal Energy Regulatory Commission regulated, natural gas storage facility in Uinta County, Wyoming. This facility consists of a variety of surface and subsurface equipment, facilities, and improvements. In addition, the Debtors maintain approximately 3.6 Bcf of natural gas in the facility on their own account. Given the need to maintain required reservoir pressure to effectuate contractual deliveries at Ryckman Creek, all of the pad gas owned by Ryckman Creek would be the last gas out of the reservoir; thus, it has been assumed that in any liquidation scenario, the pad gas would have minimal value due to the difficulty of its extraction. These assets are assumed to be liquidated as quickly as possible by the Chapter 7 Trustee, which may require the Chapter 7 Trustee to accept prices below current market value. Furthermore, it is assumed that in any sale process, the regulatory permits and certificates currently held by Ryckman Creek Resources, LLC and Peregrine Midstream Partners LLC will not be transferred to a purchaser of the facility, as it would not be permitted under FERC guidelines.

Liquidation proceeds are distributed to Creditors pursuant to the distribution priorities established under the Bankruptcy Code. For the purposes of the Liquidation Analysis, it is assumed the Claims will be satisfied in the following order:

1. Chapter 7 Administrative Claims – Chapter 7 Trustee Fees; Chapter 7 Professional Fees; environmental remediation; operational wind down costs
2. Professional Fee Claims subject to the Carve-Out[1]
3. DIP Facility Claims
4. Chapter 11 Administrative Claims
5. Priority Tax Claims and Other Priority Claims
6. Prepetition Credit Agreement Secured Claims[2]
7. General Unsecured Claims
8. Intercompany Claims
9. Holders of Interests

The estimated recovery for each of these Claims in the Liquidation Analysis is presented below:

[1] As defined in the Final DIP Order.

[2] For purposes of this Liquidation Analysis all of the Prepetition Credit Agreement Claims are classified together as one class for illustrative purposes. This Liquidation Analysis does not examine potential distributions among Holders of Prepetition Credit Agreement Claims pursuant to the Old AAL.

$'000s	Adjusted Book Balances	Estimated Asset Realization Percentage		Hypothetical Liquidation Values	
		Low	High	Low	High
Table I: Total Assets and Net Proceeds Available for Distribution					
Total Assets and Net Proceeds Available for Distribution	**$ 322,251**	1%	1%	**$ 3,834**	**$ 4,327**

$'000s	Low Estimated Balance / Allowed Claim	High Estimated Balance / Allowed Claim	Estimated Creditor Recovery Percentage		Hypothetical Creditor Recovery Values	
			Low Recovery / High Claims	High Recovery / Low Claims	Low	High
Table II: Chapter 7 Administrative Claims						
Net Operational Winddown Costs	$ 300	$ 1,000	100%	100%	$ 1,000	$ 300
Chapter 7 Trustee Fees	62	77	100%	100%	62	77
Chapter 7 Professional Fees & Costs	150	300	100%	100%	150	300
Environmental Remediation / Land Reclamation	1,317	1,317	100%	100%	1,317	1,317
Total Chapter 7 Administrative Claims					2,529	1,994
Net Proceeds after Chapter 7 Administrative Claims					**$ 1,305**	**$ 2,333**

$'000s	Estimated Consolidated Claims		Estimated Creditor Recovery Percentage		Hypothetical Creditor Recovery Values	
	Low	High	Low Recovery / High Claims	High Recovery / Low Claims	Low Recovery / High Claims	High Recovery / Low Claims
Table III: Estimated Creditor Recoveries						
Professional Fee Carve Out Claims	$ 4,500	$ 6,500	20%	52%	$ 1,305	$ 2,333
Super Priority Debtor-in-Possession Loan	54,000	54,000	0%	0%	-	-
Chapter 11 Administrative Claims	3,700	5,000	0%	0%	-	-
Priority Claims	3,041	3,066	0%	0%	-	-
Prepetition Credit Agreement Claims					-	-
Tranche A - Secondary	5,000	5,000	0%	0%	-	-
Accrued / Unpaid Interest	140	140	0%	0%	-	-
Tranche B - Tertiary	25,000	25,000	0%	0%	-	-
Accrued / Unpaid Interest	702	702	0%	0%	-	-
Tranche B - Secondary	15,000	15,000	0%	0%	-	-
Accrued / Unpaid Interest	920	920	0%	0%	-	-
Tranche A - Initial	50,000	50,000	0%	0%	-	-
Accrued / Unpaid Interest	4,460	4,460	0%	0%	-	-
Tranche B - Initial	55,000	55,000	0%	0%	-	-
Accrued / Unpaid Interest	5,891	5,891	0%	0%	-	-
Term Loans	160,000	160,000	0%	0%	-	-
Accrued / Unpaid Interest	13,955	13,955	0%	0%	-	-
Interest Rate Swaps	1,519	1,519	0%	0%	-	-
General Unsecured Claims	63,600	63,600	0%	0%	-	-
Total Consolidated Claims	**$ 466,428**	**$ 469,753**	**0%**	**1%**	**$ 1,305**	**$ 2,333**

Based on the estimated recoveries in the Plan and the Liquidation Analysis, it is the Debtors' opinion that the Plan satisfies the "best interests of creditors test." Under the Plan, each Creditor will receive at least

the same, and in many cases significantly more, value than it would if the Debtors were liquidated under chapter 7.

Notes to Liquidation Analysis

Note A – Assets Available for Distribution

Except where otherwise noted, the Debtors' advisors and management relied on the unaudited balance sheet as of September 30, 2017, to estimate the recoveries for various asset classes with adjustments for cash and accounts receivable. There are four Debtors. For purposes of the Liquidation Analysis, the Debtors were evaluated on a consolidated basis. A summary of the assets available for distribution in a High-Value Scenario and a Low-Value Scenario is presented below for the Debtors on a consolidated basis:

$'000s **Table IV: Total Assets and Net Proceeds Available for Distribution**	**Adjusted Book Balances**	**Estimated Asset Realization Percentage**		**Hypothetical Liquidation Values**	
		Low	**High**	**Low**	**High**
Current Assets					
Cash & Cash Equivalents	436	100%	100%	436	436
Restricted Cash	1,317	100%	100%	1,317	1,317
Accounts Receivable	810	10%	50%	81	405
Accounts Recevable from Related Comp	3	0%	0%	-	-
Inventory [(1)]	2,429	0%	0%	-	-
Property, Plant and Equipment, net					
Gas Storage & Construction in Progress	316,956	1%	1%	2,000	2,169
Other Assets					
Debt Issue Costs, net	-	0%	0%	-	-
Total Assets and Net Proceeds Available for Distribution	**$ 322,251**	1%	1%	**$ 3,834**	**$ 4,327**

[(1)]Recoverable value from Inventory is assumed to be included in the Gas Storage & Construction in Progress recovery amounts.

Cash and cash-equivalent balances for the purposes of liquidation are estimated to be the ending Cash balances on November 24, 2017. The Cash and cash equivalent values are assumed to be realized at a 100% recovery level. Additionally, approximately $1.3 million of restricted Cash will be used to satisfy outstanding environmental claims upon entering into a chapter 7 liquidation.

Prepaid Assets consist of a $300,000 deposit currently held by utility provider, PacifiCorp. It is assumed that the remaining deposit will be applied to unpaid power bills during the wind down.

Accounts receivables are primarily related to the ongoing operations at the Ryckman Creek Facility, and are estimated to be liquidated for proceeds between 10–50%. The High-Value Scenario assumes that the Chapter 7 Trustee will succeed in collecting half of the Debtors' accounts receivable directly from the Debtors' customers—an assumption the Debtors consider plausible given their concentrated customer base. The Low-Value Scenario assumes that the Chapter 7 Trustee will only be able to sell these receivables to a third party at a discount. The accounts receivables are reported at book value with no discount for non-collectible receipts, which is consistent with historical payment history for the Debtors. The Debtors have assumed recoveries consistent with the high and low ranges on customer accounts that

are currently being disputed between the contracted counterparties. Depending on the outcome of those negotiations, and any potential litigation, the recovery percentage on accounts receivable may be substantially lower than those estimated herein.

Accounts Receivable from Related Companies refers to accounts owed to the Debtors from Bear River Acquisition Corporation, a non-Debtor related party. The Debtors believe these assets will be not be recovered.

Inventory primarily consists of gas ("Pad Gas") in the ground owned by the Debtors, which serves as a functioning piece of the operations of the plant. The Debtors believe that the value created by the existence of the Pad Gas in the reservoir is captured in the estimated recovery of the property, plant, and equipment. In the event that no buyer could be found, a scenario not contemplated in this analysis, it is assumed that the recoveries on the inventory will be 0% due to the limits on extraction and marketability of the gas belonging to the Debtors. The Debtors' existing customer contracts stipulate that customer gas is to be extracted first followed by the Pad Gas. Given the need to maintain required reservoir pressure to effectuate contractual deliveries at Ryckman, all of the Pad Gas owned by Ryckman would likely never be fully recovered.

Approximately 50% of the proceeds available to Creditors in a chapter 7 liquidation are from the sale of the machinery and equipment located at the Ryckman Creek Facility. The Debtors have assumed that the facility could be sold under a forced liquidation by the Chapter 7 Trustee.[3] In the High-Value Scenario, the Debtors and their advisors have relied on the written report by a machinery and equipment valuation firm, which stipulates a value of $2.17 million. In the Low-Value Scenario, the Debtors have used an estimate of $2 million, based on an indication of interest submitted by prospective bidder in the Debtors' sale process to acquire the assets of Ryckman not as a going concern.

Note B – Net Operational Wind-Down Costs

The cost to operate the business during the chapter 7 bankruptcy process is assumed to be covered by Cash on hand, collection of receivables, and Cash flow from the liquidation of the assets. For the purposes of the Liquidation Analysis, the Debtors' management and advisors have assumed that the business rapidly deteriorates upon conversion to chapter 7 on November 24, 2017. During the liquidation, certain revenues may be generated as collections are made against outstanding accounts receivable; however, there will be costs associated with the ongoing wind-down of the business that exceed these revenues. The wind-down costs primarily consist of salaries for the employees, including severance, operating expenses, and costs to cease operations of the facility. For the purposes of the Liquidation Analysis, the Debtors have estimated that a wind-down of the estates will take nine to 22 weeks. The net cash flow from operating the business over the nine-to-22-week period will be funded

[3] The cessation of business in a liquidation could trigger certain claims that otherwise would not exist absent a liquidation.

through the assets sales. The estimated net cash flow for the nine week period is approximately negative $0.3 million while the estimated net cash flow for the eight week period is approximately $1.0 million.[4]

Note C – Trustee Fees of Chapter 7 Estates

Compensation for the Chapter 7 Trustee was calculated as 3% of estimated assets available for distribution, excluding Cash on hand.

Note D – Chapter 7 Professional Fees & Costs

Chapter 7 Professional Fees & Costs include ongoing professional fees associated with winding down the business. These professional fees include transaction costs, audit and accounting fees, and legal support for the Chapter 7 Trustee. Once the asset sales are complete, certain corporate and administrative functions would be required to oversee the distribution of proceeds, to maintain and close the accounting records, and to prepare tax returns for the estates, among other things. It is assumed that chapter 7 professional fees will be in a range of $150,000–$300,000.

Note E –Environmental Remediation

The Environmental Remediation expense includes the cost associated with reclamation of the land in Uinta County, Wyoming as secured by the reclamation bonds posted by the Debtors. These expenses include subsurface well plugging-and-abandonment costs; removal of various facilities from the properties; and other costs in connection with surface leases in place with the United States Bureau of Land Management and other third parties. Prior to the Chapter 7 Trustee liquidating parts of the storage facility, it is assumed to be sold as a going concern, it is assumed that the holders of various surety bonds against the Debtors will move to foreclose on any Cash or other collateral they hold. If restricted Cash did become available for the benefit of the estate, the $1.3 million in restricted Cash on the Debtors' balance sheet would not materially impact recoveries available to Creditors. Any future environmental liabilities may vary significantly from the estimates reported herein.

Note F – Professional Fee Carve Out Claims

Professional Fee Claims subject to the Carve-Out consist of accrued and unpaid professional fees that arise during the administration of the Chapter 11 Cases. These claims are assumed to be incurred prior to the conversion to a chapter 7 liquidation on November 24, 2017. The projected accrued but unpaid professional fees range from $4.5 million–$6.5 million. In both the High-Value Scenario and the Low-Value Scenario, it is assumed that the Professional Fee Claims are impaired.

[4] The Debtors believe that the assumption that a sale process may be consummated in nine to 22 weeks maximizes potential recoveries available to creditors; however, significant risk exists in being able to achieve a sale process on such an expedited timeline due to Federal Energy Regulatory Commission permitting requirements. A sale process may take up to 12-months, significantly increasing the potential Net Operational Wind-Down Costs.

Note G - DIP Facility Claims

DIP Facility Claims represent the amount funded under the DIP Facility pursuant to the DIP Order subsequent to the Petition Date, which is forecasted to be $54 million of principal as of November 24, 2017.

Note H – Priority Tax Claims

Priority Tax Claims arise from obligations due to various domestic taxing authorities.

Note I – Prepetition Credit Agreement Claims

The Prepetition Credit Agreement Claims are secured by, among other things, substantially all of the assets of Ryckman Creek Resources, LLC. This Liquidation Analysis assumes that the Prepetition Credit Agreement Claims comprise, in aggregate, all outstanding principal and accrued but unpaid interest as of the Petition Date and that, for purposes of Bankruptcy Code section 506, the various tranches of loans and other obligations under the Prepetition Credit Agreement collectively comprise a single Secured Claim to the extent of the value of the collateral securing such obligations. The Liquidation Analysis also assumes, however, (a) that distributions to lenders conform to the contractual distribution waterfall set forth in the Old AAL and the other Prepetition Credit Agreement Documents and (b) that distributions among the various tranches of loans under the Prepetition Credit Agreement reflect the pro forma accrual of interest after the Petition Date, whether or not such interest constitutes an Allowed Claim in the chapter 7 cases. These assumptions are illustrative and should not be construed as reflecting the Debtors' position regarding any legal issues that may bear on the treatment of the Prepetition Credit Agreement Claims.

Given the value of the collateral, for the purposes of this Liquidation Analysis, the Prepetition Credit Agreement Claims are treated as wholly unsecured pursuant to Bankruptcy Code section 506. Accordingly, the Prepetition Credit Agreement Claims would be satisfied from the proceeds attributable to the liquidation of the Debtors' assets if value exists after satisfaction of the chapter 7 administrative claims, Professional Fee Claims subject to the Carve Out, DIP Facility Claims, and Priority Tax Claims. It is estimated that the Prepetition Credit Agreement Claims will recover 0% in a chapter 7 bankruptcy.

Note J – General Unsecured Claims

General Unsecured Claims primarily consist of the trade payables and intercompany payables.

The Debtors have assumed for the purposes of this analysis that all putative Statutory Lien Claims will be treated as General Unsecured Claims. To the extent that any asserted Statutory Lien Claims are deemed to be secured by valid liens senior in priority to the liens secured the Debtors' pre- and post-petition funded debt, such Claims would recover ahead of the Prepetition Credit Agreement Claims, DIP Facility Claims, and/or the carve-out, causing recoveries to be adjusted accordingly. To the extent the liens asserted by Holders of Statutory Lien Claims are determined to rank senior in priority to the DIP Facility Claims and the carve-out, Holders of such Statutory Lien Claims would recover between $1,305,000 and $2,333,000 in aggregate (approximately 7% and 13%, respectively, on account of such Claims).

As explained in Note I, the Liquidation Analysis shows hypothetical recoveries for Holders of Prepetition Credit Agreement Claims relative to the aggregate outstanding principal amount of, and accrued and

unpaid interest on, the obligations under the Prepetition Credit Agreement. Although the Prepetition Credit Agreement Claims are treated as wholly unsecured, the amount of General Unsecured Claims included in the analysis does not reflect any amounts related to the Prepetition Credit Agreement, which are classified separately for illustrative purposes only.

The Debtors have provided a "low-claim" scenario and "high-claim" scenario for use in the Liquidation Analysis, as a final determination of the General Unsecured Claims pool has yet to be determined. **These estimates are based on the Debtors' analysis of existing Claims and contracts, and should not to be considered as a final acknowledgment or settlement of any potential Claims.**

Note K – Intercompany Claims & Interests

It is assumed that no Intercompany Claims or Interests will be satisfied in the Liquidation Analysis as more senior Creditors are Impaired. In addition, in the Liquidation Analysis, the General Unsecured Claims Class is Impaired, and therefore prepetition Holders of Interests are estimated to receive no recovery in the event of liquidation under chapter 7 of the Bankruptcy Code.

EXHIBIT D

Debtors' Corporate Structure Chart

Corporate Structure

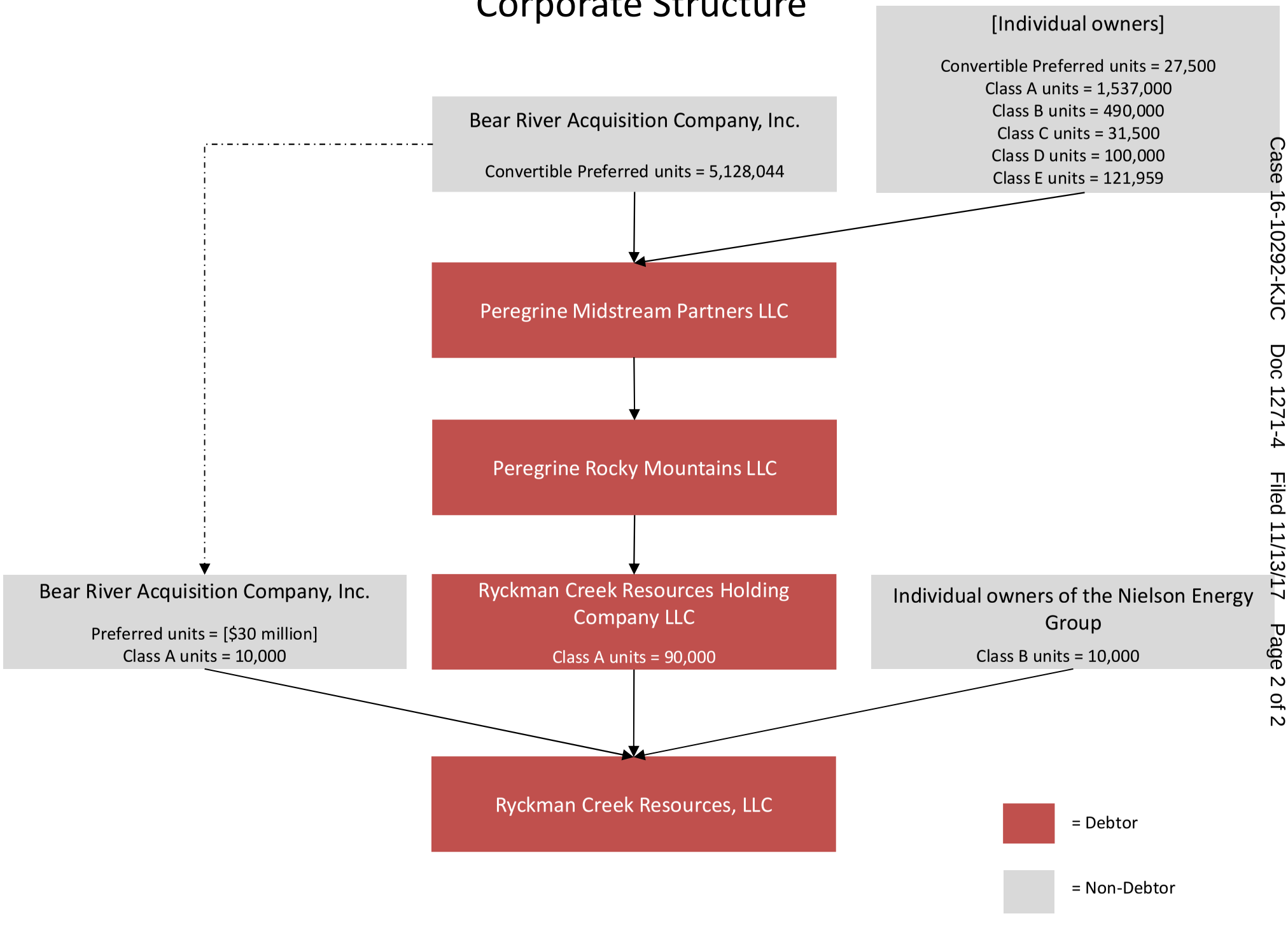

EXHIBIT E

Disclosure Statement Approval Order

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	:	Chapter 11
RYCKMAN CREEK RESOURCES, LLC, et al.,	:	Case No. 16-10292 (KJC)
	:	Jointly Administered
Debtors.[1]	:	
	:	**Related Docket Nos. 1028, 1062, 1247, 1264, 1265**

ORDER APPROVING (I) DISCLOSURE STATEMENT AND NOTICE OF THE DISCLOSURE STATEMENT HEARING, (II) HEARING DATE TO CONSIDER CONFIRMATION OF THE PLAN AND PROCEDURES FOR FILING OBJECTIONS THERETO, (III) CERTAIN DEADLINES RELATED TO SOLICITATION AND CONFIRMATION, (IV) SOLICITATION PROCEDURES FOR CONFIRMATION OF THE PLAN, AND (V) VOTING AND GENERAL TABULATION PROCEDURES

Upon the motion (the "Motion")[2] of Ryckman Creek Resources, LLC and certain of its affiliates, the debtors and debtors in possession in the above-captioned cases (collectively, the "Debtors" or the "Company") for entry of an order (this "Order") approving, among other things, (i) the adequacy of the Modified Fifth Amended Disclosure Statement With Respect to the Modified Fourth Amended Joint Chapter 11 Plan of Reorganization of Ryckman Creek Resources, LLC and Its Affiliated Debtors and Debtors-in-Possession [Docket No. 1264] (the "Disclosure Statement") filed in support of the Modified Fourth Amended Joint Chapter 11 Plan of Reorganization of Ryckman Creek Resources, LLC and Its Affiliated Debtors and Debtors-in-Possession [Docket No. 1263] (the "Plan") and notice of the Disclosure Statement Hearing; (ii) a

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1 The Debtors and, where applicable, the last four digits of their respective taxpayer identification numbers, are as follows: Ryckman Creek Resources, LLC (4180), Ryckman Creek Resources Holding Company LLC, Peregrine Rocky Mountains LLC, and Peregrine Midstream Partners LLC (3363). The address of the Debtors' corporate headquarters is 3 Riverway, Suite 1100, Houston, TX 77056.

2 Capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Motion or the Plan, as applicable.

hearing date to consider confirmation of the Plan and procedures for filing objections thereto; (iii) certain deadlines related to solicitation and confirmation; (iv) procedures for soliciting confirmation of the Plan; and (v) voting and general tabulation procedures; and this Court having jurisdiction to consider the Motion and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334; and consideration of the Motion and the relief requested therein being a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and venue being proper pursuant to 28 U.S.C. §§ 1408 and 1409; and due and sufficient notice of the Motion, the Disclosure Statement Hearing, and the Disclosure Statement Objection Deadline having been given under the particular circumstances; and it appearing that no other or further notice is required; and this Court having reviewed the Motion and the Disclosure Statement and having heard the statements in support of the relief requested therein at the Disclosure Statement Hearing; and this Court having overruled any objections to the Motion; and this Court having determined that the legal and factual bases set forth in the Motion and at the Hearing establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and it appearing that the relief requested in the Motion is in the best interests of the Debtors' estates, their creditors, and all other parties in interest; after due deliberation and sufficient cause appearing therefor; it is hereby,

ORDERED, ADJUDGED, AND DECREED that:

1. The Motion is GRANTED as provided herein.

A. Approval of the Disclosure Statement and the Notice of the Disclosure Statement Hearing

2. Under Bankruptcy Rule 3017(b), the Disclosure Statement, substantially in the form filed on November 13, 2017 [Docket No. 1264], is approved as containing adequate information within the meaning of Bankruptcy Code section 1125(a).

3. The Debtors are authorized, in their discretion, to (a) make non-material changes to the Disclosure Statement and related documents (including the exhibits thereto and the Motion) and (b) revise the Disclosure Statement and related documents (including the exhibits thereto) to add further disclosure concerning events occurring at or after the Disclosure Statement Hearing before distributing it to each person and entity in accordance with the terms of this Order; provided, however, that the Debtors shall file copies with this Court of any changed pages blacklined to show such changes.

4. The notice of the Disclosure Statement Hearing (the "Disclosure Statement Hearing Notice"), as modified and supplemented from time to time, and the manner used by the Debtors to provide such notice, are approved. Such notice constitutes adequate and sufficient notice of the time fixed for filing objections and the hearing to consider approval of the Disclosure Statement in accordance with Bankruptcy Rules 2002 and 3017 and Local Bankruptcy Rule 3017-1.

B. Approval of the Confirmation Hearing Date and Notice of the Confirmation Hearing

5. The hearing to consider confirmation of the Plan (the "Confirmation Hearing"), as the same may be further modified or amended, shall commence on December 6, 2017, at 11:00 a.m. (Eastern) (the "Confirmation Hearing Date"), or as soon thereafter as counsel can be heard, before the undersigned United States Bankruptcy Judge, in the United States Bankruptcy Court for the District of Delaware, 824 N. Market Street, 5th Floor, Wilmington, Delaware 19801. The Confirmation Hearing may be adjourned from time to time upon request of the Debtors or otherwise at the Court's direction, either by notice or by announcing the continuance in open court without further notice.

6. The notice of the Confirmation Hearing, including (a) the notices filed and served on September 1, 2017 [Docket No. 1174], September 18, 2017 [Docket No. 1197], September 25, 2017 [Docket No. 1212], and November, 3, 2017 [Docket No. 1251], and (b) the notice attached hereto as Exhibit 1, to be mailed in the Solicitation Packages (the "Confirmation Hearing Notice"), and the manner used by the Debtors to provide such notice, are approved. Such notice constitutes adequate and sufficient notice of the time fixed for filing objections and the hearing to consider approval of the Plan in accordance with Bankruptcy Rules 2002 and 3020.

7. In addition, the publication of notice of the Confirmation Hearing by publishing such notice one time in the (a) Houston Chronicle; (b) Salt Lake Tribune; and (c) either the Uinta County Herald or the Wyoming Tribune Eagle, constitutes adequate and sufficient notice of the Confirmation Hearing to persons and entities which do not otherwise receive notice by mail as provided for in this Order.

C. Approval of Procedures for Filing Objections to the Plan

8. December 1, 2017, at 4:00 p.m. (Eastern) (the "Confirmation Objection Deadline") is fixed as the last date and time for filing and serving objections to confirmation of the Plan (the "Confirmation Objections"). Confirmation Objections, if any, must (a) be in writing, (b) comply with the Bankruptcy Rules and the Local Bankruptcy Rules for the District of Delaware, (c) set forth the name of the objector and the nature and amount of any Claim or interest asserted by the objector against or in the Debtors, their estates, or their property, (d) state with particularity the legal and factual bases for the objection, (e) be filed with the Bankruptcy Court together with proof of service, and (f) be served by personal service, overnight delivery, or first-class mail, so as to be RECEIVED no later than the Confirmation Objection Deadline, by the following (collectively, the "Notice Parties"): (i) counsel to the Debtors, Skadden, Arps, Slate, Meagher & Flom LLP, One Rodney Square, 920 N. King Street, Wilmington, DE 19801,

Attn: Robert A. Weber, Esq. and 155 N. Wacker Dr., Chicago, IL 60606, Attn: Tabitha J. Atkin, Esq.; (ii) counsel to the Creditors' Committee, Greenberg Traurig, LLP, The Nemours Building, 1007 North Orange Street, Suite 1200, Wilmington, DE 19801, Attn: Dennis A. Meloro, Esq., 1000 Louisiana Street, Suite 1700, Houston TX 77002, Attn: Shari L. Heyen, Esq., and Terminus 200, 3333 Piedmont Road NE, Suite 2500, Atlanta, GA 30305, Attn: David B. Kurzweil, Esq.; (iii) counsel to the agent for the Debtors' prepetition secured lenders and the agent for the Debtors' postpetition secured lenders, Holland & Knight LLP, 200 Crescent Court, Suite 1600, Dallas, TX 75201 Attn: Robert Jones, Esq. and Brent McIlwain, Esq. and Bayard, P.A., 222 Delaware Avenue, Suite 900, Wilmington, DE 19899 Attn: Neil Glassman, Esq.; (iv) counsel to the Plan Sponsor, Locke Lord LLP, 2800 JPMorgan Chase Tower, 600 Travis, Houston, TX 77002, Attn: Jason A. Schumacher, Esq. and Elizabeth M. Guffy, Esq.; and (v) the United States Trustee, J. Caleb Boggs Federal Bldg., 844 North King Street, Room 2207, Wilmington, DE 19801 Attn: Richard L. Schepacarter, Esq..

9. Any objection to Confirmation of the Plan not filed and served as set forth herein shall be deemed waived, unless the Court orders otherwise.

D. Approval of Deadlines Related to Solicitation and Confirmation

10. Solicitation Agent. Kurtzman Carson Consultants LLC (the "Solicitation Agent") is authorized to continue to serve as Debtors' solicitation and noticing agent to assist the Debtors in mailing Solicitation Packages and notices, receiving, and tabulating Ballots cast on the Plan, and certifying to the Court the results of balloting.

11. Voting Record Date. Notwithstanding anything to the contrary in Bankruptcy Rule 3017(d), November 13, 2017, shall be the record date (the "Voting Record Date") for purposes of determining (a) Creditors and Interest Holders entitled to receive Solicitation Packages and other notices and (b) Creditors entitled to vote to accept or reject the

Plan that are entitled to receive a Solicitation Package and to vote on the Plan. Only those Holders of Claims on the Voting Record Date in Classes 1 and 3 (and not otherwise prohibited from voting hereunder) shall be entitled to vote in respect of the Plan. The proper Holder of a docketed proof of claim or scheduled claim shall be determined by reference to the Solicitation Agent's claims register, as may be modified by a notice of transfer filed and reflected on this Court's official docket (ECF), at 11:59 p.m. (Eastern) on November 13, 2017. Only those registered Holders of Claims as reflected on the docket together with the Solicitation Agent's database on the Voting Record Date shall be entitled to vote. The Holders of any Claims filed after the Voting Record Date will not be entitled to vote. The transferees of any Claims for which a notice of transfer has been filed after the Voting Record Date would likewise not be entitled to vote. For purposes of the Voting Record Date, no transfer of a Claim pursuant to Bankruptcy Rule 3001 shall be recognized unless: (a) documentation evidencing such transfer was filed with the Court on or before 21 days prior to the Voting Record Date and (b) no timely objection with respect to such transfer was filed by the transferor.

12. Solicitation Mailing Deadline. The Solicitation Agent shall mail Solicitation Packages and other notices to the persons identified by the Voting Record Date on or prior to November 15, 2017 (the "Solicitation Mailing Deadline").

13. Voting Deadline. Under Bankruptcy Rule 3017(c), December 1, 2017, at 4:00 p.m. (Pacific) (the "Voting Deadline") shall be the last date and time by which Ballots for accepting or rejecting the Plan must be received by the Solicitation Agent to be counted. Ballots must be returned to and received by the Solicitation Agent on or before the Voting Deadline by (a) mail, (b) overnight delivery, or (c) hand delivery. Any Ballot submitted by electronic or facsimile transmission will not be counted.

E. Approval of Solicitation Package and Procedures For Confirmation of the Plan

14. Content And Transmittal Of Solicitation Packages. By the Solicitation Mailing Deadline, the Debtors shall cause the Solicitation Agent to transmit by first-class mail to the Holders of Claims entitled to vote in Classes 1 and 3, as of the Voting Record Date, a Solicitation Package containing a copy or conformed version of:

- the Confirmation Hearing Notice;
- the appropriate Ballot as set forth herein for the specific creditor, with appropriate voting instructions, in substantially the forms attached hereto as Exhibit 2 (as may be modified for particular classes and with instructions attached thereto), and a pre-addressed postage prepaid return envelope;
- a CD-ROM containing this Order (without exhibits attached), the Disclosure Statement, the Plan, and the publicly filed materials appended thereto; and
- any supplemental solicitation materials that the Debtors may file with the Court.

The Solicitation Agent shall transmit the Solicitation Package to: (a) the United States Trustee, (b) the Internal Revenue Service, and (c) Creditors holding Claims in Classes 1 and 3 designated as Impaired and entitled to vote on the Plan (provided, however, that the United States Trustee and Internal Revenue Service will only receive Ballots if they would otherwise qualify to vote in respect of the Plan). The Solicitation Agent will also send the Solicitation Package (without Ballots) to (a) counsel to the Creditors' Committee and (b) counsel to the agent for the Debtors' prepetition and postpetition secured lenders. Solicitation Packages shall be transmitted to the appropriate parties based upon the Debtors' records as of the Voting Record Date.

15. Ballots and Notices. The Debtors' proposed form of ballot (the "Ballot"), in substantially the form annexed to this Order as Exhibit 2 (as may be specifically modified for each voting class), is hereby approved for use in connection with the Debtors' solicitation of votes to accept or reject the Plan.

16. The Holders of Unclassified Claims and the Unimpaired Creditors in Class 2 are deemed to have accepted the Plan and solicitation of votes from those Creditors is not required. In lieu of a Ballot, the Holders of Unclassified Claims and the Unimpaired Creditors in Class 2 shall be sent the Confirmation Hearing Notice and the Presumed Acceptance Non-Voting Status Notice, substantially in the form of Exhibit 3 to this Order.

17. The Non-Voting Creditors in Classes 4–6 are conclusively presumed to have rejected the Plan and solicitation of votes from those creditors and interest holders shall not be required. In lieu of a Ballot, Non-Voting Creditors, as well as Holders of Disputed Claims, shall be sent the Confirmation Hearing Notice and the Deemed Rejection Non-Voting Status Notice, substantially in the form of Exhibit 4 to this Order.

18. To ensure that counterparties to Executory Contracts and Unexpired Leases listed on Schedule G of the Debtors' Schedules receive notice of the provisions of the Plan governing assumption or rejection of contracts or leases, the Debtors will provide such parties with the Confirmation Hearing Notice, together with the Executory Contract and Unexpired Lease Notice, substantially in the form attached hereto as Exhibit 5. The Debtors may supplement Executory Contract and Unexpired Lease Notices (as defined below) as necessary to conform with the Plan and any modifications thereto.

19. Service of all notices and documents described herein in the time and manner as set forth herein, including the service and publication of the Confirmation Hearing Notice, shall be adequate and sufficient and no other or further notice will be necessary.

20. When No Notice or Transmittal Necessary. The Debtors shall not be required to give notice or effectuate service of any kind upon any person or entity to which the Debtors mailed a Disclosure Statement Hearing Notice and received any of these notices

returned by the U.S. Postal Service marked "undeliverable as addressed," "moved—left no forwarding address," "forwarding order expired," or a similar reason for return of the notice, unless the Debtors have been informed in writing by that person or entity of the person's or entity's new address.

F. Approval of Solicitation Procedures

21. The Debtors and the Solicitation Agent are authorized to solicit, receive, and tabulate votes to accept the Plan in accordance with the Solicitation Procedures, substantially in the form attached hereto as Exhibit 6 and the instructions set forth in the Ballot; provided, however, that the Debtors' right to amend or supplement the Solicitation Procedures is fully reserved if, in the Debtors' business judgment, doing so would better facilitate the solicitation process.

22. Plan Supplement Filing Deadline. The Debtors shall file all exhibits and schedules to the Plan and appendices to the Disclosure Statement with the Court on or before November 22, 2017 (the "Plan Supplement Filing Deadline"); provided that the Debtors may modify, supplement, or amend the Plan Supplements after the Plan Supplement Filing Deadline and prior to the Confirmation Hearing. After the Plan Supplement Filing Deadline, copies of the Plan Supplements shall be available by accessing the Debtors' case information website at http://www.kccllc.net/ryckman, and may also be obtained upon reasonable written request from the Solicitation Agent, Kurtzman Carson Consultants LLC, 2335 Alaska Avenue, El Segundo, CA 90245, Attn: Ryckman Creek Resources, LLC, et al., (877) 634-7178. The Debtors shall not be required to serve the Plan Supplements upon any of the parties-in-interest in these cases.

23. The Debtors are authorized to make non-material and conforming changes (including, but not limited to, correcting typographical errors, altering formatting and inserting

missing or changed dates) to the Disclosure Statement, Plan, Ballots, notices, and related documents without further order of this Court.

24. Notwithstanding the possible applicability of Bankruptcy Rules 6004(h), 7062, or 9014, the terms and conditions of this Order shall be immediately effective and enforceable upon its entry.

25. The Debtors are authorized and empowered to take all actions necessary to implement the relief granted in this Order.

26. This Court shall retain jurisdiction with respect to all matters arising from or related to the implementation, interpretation, or enforcement of this Order.

Dated: Wilmington, Delaware
Nov 13, 2017

Honorable Kevin J. Carey
UNITED STATES BANKRUPTCY

EXHIBIT F

31 Midstream Plan Sponsorship Term Sheet

RYCKMAN CREEK RESOURCES, LLC

PLAN SPONSORSHIP TERM SHEET

This term sheet (this "**Term Sheet**") describes certain material terms of a proposed restructuring of Ryckman Creek Resources, LLC ("**Ryckman**") and its affiliated debtors and debtors-in-possession (collectively, and together with Ryckman, the "**Debtors**"), pursuant to an amended chapter 11 plan of reorganization (the "**Plan**") sponsored by 31 Midstream LLC ("**31 Midstream**" or the "**Plan Sponsor**").

This Term Sheet is not legally binding, is not a complete list of all material terms and conditions of the potential transactions described herein, is subject to material change, and is being distributed for discussion purposes only. This Term Sheet does not constitute an offer to buy or sell, nor does it constitute a solicitation of an offer to buy or sell, any of the securities referred to herein. Furthermore, nothing herein constitutes a commitment to lend funds to the Debtors or any other party, or to negotiate, agree to, or otherwise participate in any plan of reorganization under chapter 11 of title 11 of the United States Code (the "**Bankruptcy Code**"), nor does this Term Sheet constitute a solicitation of the acceptance or rejection of any chapter 11 plan for purposes of sections 1125 and 1126 of the Bankruptcy Code. Capitalized terms used but not defined herein shall have the meanings ascribed to them in the *Modified Third Amended Joint Chapter 11 Plan of Reorganization of Ryckman Creek Resources, LLC and its Affiliated Debtors and Debtors in Possession* [Docket No. 1027].

Transaction Summary	31 Midstream will acquire 80% of the new common equity interests (the "**New Common Units**") of reorganized Ryckman ("**Reorganized Ryckman**") for $16 million, payable in installments as set forth below, pursuant to the terms of the Plan Sponsor Note (as defined below) (the "**Acquired Units**"). The New Common Units other than the Acquired Units (the "**Liquidating Trust Units**") shall be issued to a liquidating trust established pursuant to the Plan (the "**Liquidating Trust**" and the trustee thereof, the "Liquidating Trustee") for the benefit of certain existing Ryckman creditors. The definitive documentation for the Transactions will include a plan sponsor agreement (the "**Plan Sponsor Agreement**"), the Plan, and other definitive documentation necessary or appropriate for a transaction of this nature (collectively, the "**Definitive Documents**"), which will, *inter alia*, contain customary representations, warranties, covenants and conditions to consummation. The transactions described herein are referred to as the "**Transactions,**" and the closing date of the Transactions and the effective date of the Plan are referred to herein as the "**Effective Date**." After the Effective Date, the assets of Reorganized Ryckman shall consist of all of the operating assets of the Debtors, other than those

	assets identified by Plan Sponsor (the "**Rejected Assets**") as provided in the Definitive Documents The Rejected Assets shall be rejected, abandoned, or transferred to an entity other than Reorganized Ryckman, as applicable, before or as of the Effective Date. As of the Effective Date, the assets of Reorganized Ryckman shall be free and clear of all liens, claims or encumbrances other than those agreed to by the Plan Sponsor and defined in the Definitive Documents as "**Permitted Encumbrances.**" For avoidance of doubt, all Cure Claims shall be paid as Unclassified Claims (as defined below) from the Up-Front Cash Consideration and the proceeds of the Plan Sponsor Note (both as defined below), and shall not be the obligation of Reorganized Ryckman.
Payment of Purchase Price; Plan Sponsor Note	The consideration for the Plan Sponsor's acquisition of the Acquired Units shall consist of (a) $500,000 in Cash on the Effective Date (the "**Up-Front Cash Consideration**"); (b) additional cash consideration of $1 million, paid in four installments of $250,000 on each of the first four monthly anniversaries of the Effective Date (the "**Deferred Cash Payments**"); and (c) a note in the aggregate face amount of $14.5 million (the "**Plan Sponsor Note**"). The Up-Front Cash Consideration and the Deferred Cash Payments shall be paid, and the Plan Sponsor Note issued, for the benefit of Holders of Allowed Administration Claims (including Professional Claims but excluding DIP Facility Claims), Allowed Priority Tax Claims, and/or Cure Claims (collectively, "**Unclassified Claims**") in such amounts as agreed among the Debtors and the Holders of such Unclassified Claims. Payments to the Holders of Unclassified Claims shall be made by Liquidating Trustee, and the Plan Sponsor shall not be responsible for the distribution to such Holders. The Plan Sponsor Note shall mature on the 36-month anniversary of the Effective Date and shall bear interest at the rate of 3% per annum. Payments of principal and accrued interest shall be made in cash in equal installments on the six-month anniversary of the Effective Date and each six months thereafter, through and including the maturity date. The Plan Sponsor shall have the right but not the obligation to redeem the Plan Sponsor Note at par at any time prior to the maturity date without penalty. The Plan Sponsor Note shall be secured by substantially all of the assets of the Plan Sponsor, including a pledge of the Acquired Units, and guaranteed by (a) Reorganized Ryckman (which guarantee shall be secured by a first-priority lien on substantially all assets of Reorganized Ryckman) and (b) 31 Group LLC, the parent company of the Plan Sponsor (on an unsecured basis). The Deferred Cash Payments shall not bear interest but shall be

secured and guaranteed on the same basis as the Plan Sponsor Note.

Working Capital & Capital Expenditures

The Plan Sponsor shall fund Reorganized Ryckman's operational and capital expenditures in accordance with a business plan for Reorganized Ryckman proposed by [the Plan Sponsor] and approved by the Plan Sponsor and the Liquidating Trust; *provided, however*, that in no event will the Plan Sponsor provide less than (a) $5 million in funding for operational and capital expenditures between the Effective Date and the first anniversary thereof and (b)(i) an incremental $5 million in funding for operational and capital expenditures, or (ii) such lesser amount as is sufficient to achieve 12 BcF of facility capacity, between the first and second anniversaries of the Effective Date; *provided*, *further*, that such funding obligations of Plan Sponsor in the foregoing clauses (a) and (b) shall be reduced on a dollar-for-dollar basis to the extent that there is available cash of Reorganized Ryckman (excluding such amounts as necessary to make any tax distributions required by the "Distribution Waterfall" below) to fund such operational and capital expenditures.

The sum, as of any date of determination, of (a) the Up-Front Cash Consideration, (b) the Deferred Cash Payments, (c) the aggregate principal amount of payments made under the Plan Sponsor Note, and (d) working capital and capital expenditures actually funded by the Plan Sponsor pursuant to this section is referred to herein the "**Plan Sponsor Funded Capital**".

Distribution Waterfall

The Plan Sponsor will receive 100% of all distributions made by Reorganized Ryckman to its members until the Plan Sponsor has achieved the higher of (a) a 15% annual return on the Plan Sponsor Funded Capital or (b) distributions equal to 200% of the Plan Sponsor Funded Capital (the "**Plan Sponsor Preferred Return**"). Thereafter, any distributions from Reorganized Ryckman to its members will be made to the Plan Sponsor and the Liquidating Trust in in the same proportion of their respective fractional shares of the New Common Units.

To the extent of available cash, Reorganized Ryckman will be required to make distributions to members in an amount sufficient to satisfy any tax liability arising as a result of their ownership of interests in Reorganized Ryckman (but not with respect to any debt forgiveness income relating to the Plan).

The organizational documents of Reorganized Ryckman will be revised to reflect the distribution priorities set out herein.

Management of Reorganized Ryckman;

The Plan Sponsor will manage the day-to-day business affairs of Ryckman; and as manager of Reorganized Ryckman, the Plan

Approvals

Sponsor will have the authority, including among other things, to:

- call for additional capital contributions (each member shall have the right, but not the obligation, to fund any additional capital contributions in proportion to its respective fractional share of the New Common Units);
- cause Reorganized Ryckman to borrow money from unaffiliated lenders in an amount not to exceed $50 million;
- cause Reorganized Ryckman to sell assets in the ordinary course of business to an unaffiliated purchaser; and
- cause Reorganized Ryckman to make distributions to its members in accordance with the principles described under the heading "Distribution Waterfall" above.

The following actions of Reorganized Ryckman will require the approval of the Liquidating Trust for so long as the Liquidating Trust continues to own more than 75% of the Liquidating Trust Units and, in any event, as long as the Plan Sponsor Note remains outstanding:

- calls for additional capital contributions other than in proportion to each member's respective fractional share of the New Common Units;
- the sale or issuance of additional equity interests of Reorganized Ryckman or any of its subsidiaries;
- transactions with one or more affiliates of any member of Reorganized Ryckman other than on commercially-reasonable arms-length terms; or
- amending its organizational documents in any manner adverse to the Liquidating Trust.

Transfer Requirements

The Plan Sponsor will have the right to sell all of its membership interests in Reorganized Ryckman to an unaffiliated third party and to cause the Liquidating Trust to sell all of its interests in Reorganized Ryckman in any such transaction (with the proceeds from any such transaction being distributed to the members of Reorganized Ryckman pursuant to the Distribution Waterfall). In the event of (a) a sale by the Plan Sponsor of all of its equity interests in Reorganized Ryckman, the Liquidating Trust will have the right to include all of its equity interests in Reorganized Ryckman in the sale (with the proceeds from any such transaction being distributed to the members of Reorganized Ryckman pursuant to the Distribution

Waterfall), or (b) a sale by the Plan Sponsor of an amount of its equity interests in Reorganized Ryckman that, in the aggregate with the proceeds from any other sales of its equity interests and distributions from the Reorganized Ryckman, results in the Plan Sponsor achieving a return on its funded capital in excess of the Plan Sponsor Preferred Return, then the Liquidating Trust will have the right to include in such sale a percentage of the total equity interests being sold equal to the percentage of the sale proceeds that the Liquidating Trust would receive if such proceeds were distributed to the members of the Reorganized Ryckman pursuant to the Distribution Waterfall.

The Plan Sponsor will have a right of first refusal for any interests in Reorganized Ryckman that the Liquidating Trust desires to transfer (in addition to the Plan Sponsor Call Right described below).

The Plan Sponsor shall have the right (the "**Plan Sponsor Call Right**"), at any time prior to the 36-month anniversary of the Effective Date, to purchase to purchase up 75% of the Liquidating Trust Units (that is, 15% of the total New Common Units), in aggregate, in increments equal to 25% of the Liquidating Trust Units (that is, 5% of the total New Common Units). The exercise price for each 25% segment of Liquidating Trust Units shall be $2.25 million if the Plan Sponsor Call Right is exercised prior to the 12 month anniversary of the Effective Date, $3.25 million if Plan Sponsor Call Right is exercised on or after the 12 month anniversary of the Effective Date and prior to the 24 month anniversary of the Effective Date, and $4 million if Plan Sponsor Call Right is exercised on or after the 24 month anniversary of the Effective Date and prior to the 36 month anniversary of the Effective Date.

Information Rights

Each member of Reorganized Ryckman will be entitled to receive the following from the manager of Reorganized Ryckman:

- Annual financial statements, which shall be audited upon the request of either member, within 90 days after the end of each fiscal year;
- Unaudited monthly financial and operational statements within 45 days after the end of each fiscal month; and
- Information reasonably required for tax filing purposes.

Conditions

The closing of the Transactions shall be conditioned upon (without limiting any additional conditions customarily for transactions similar to the Transactions which are included in the Definitive Documents):

- The negotiation and execution of Definitive Documents with terms satisfactory to the Debtors and the Plan Sponsor.

- The final approval of the Transactions and the terms of the Definitive Documents by each Party and its applicable governing bodies, each in its sole discretion.

- Receipt of third party and regulatory approvals and consents, if required, in connection with the Transactions.

- The entry of a final order by the bankruptcy court having jurisdiction over the Debtors' bankruptcy proceedings (the "**Bankruptcy Court**), approving the Plan Sponsor Agreement (which may be the Confirmation Order (as defined below)).

- The filing by the Debtors of the Plan reflecting the terms and conditions set out herein, including the Transactions, and reasonably acceptable to the Plan Sponsor in all regards.

- Ryckman shall maintain its normal and customary business operations through the Effective Date.

- The entry of a final order, in a form reasonably acceptable to the Plan Sponsor, by the Bankruptcy Court confirming the Plan (the "**Confirmation Order**") or before December 1, 2017.

- There shall be no material adverse change in the business, operations, or financial condition of Ryckman in the period between signing of the Plan Sponsor Agreement and the Effective Date.

- There shall be no pending or threatened claims or litigation as of the Effective Date that, if adversely determined, could have a material and adverse effect on Reorganized Ryckman and its assets (after giving effect to entry of the Confirmation Order).

- Such other conditions as are customary for transactions of this type.

The outside date for the Effective Date and the closing of the Transactions shall be December 1, 2017.

For the avoidance of doubt, upon execution of the Definitive Documents or other documents evidencing a binding commitment with respect to the Transactions, the Transactions shall not be

	conditioned upon financing or due diligence.
Deposit	In connection with the execution of a binding offer as outlined in this Term Sheet, the Plan Sponsor shall deposit $500,000 in cash in a segregated bank account as evidence of Plan Sponsor's ability to fund the Up-Front Cash Consideration on the Effective Date.
Tax Matters	This Term Sheet does not address tax matters and no inference shall be drawn as to such tax matters by their omission from this Term Sheet.
[***Due Diligence***]	[The Plan Sponsor shall be entitled to conduct a typical financial and legal due diligence process, including among other items equipment appraisals, contract reviews, detailed financial review and site environmental studies. To permit the Plan Sponsor to conduct its due diligence investigation, the Debtors shall allow the Plan Sponsor and its agents reasonable access to the premises in which the Debtors conduct their businesses, their management, their employees, their professionals, and all of their books, records and personnel files and shall promptly furnish to the Plan Sponsor such financial data, operating data and other information as the Plan Sponsor reasonably requests.]
Expense Reimbursement	In consideration of its willingness to serve as the Plan Sponsor, the Plan Sponsor shall be entitled, subject to (x) execution of the Definitive Documents or other documents evidencing a binding commitment with respect to the Transactions and (y) Bankruptcy Court approval (which the Debtors shall use commercially reasonable efforts to obtain), to reimbursement of its reasonable, documented fees and expenses in negotiating and drafting this Term Sheet and the Definitive Documents. Additionally, in the event that the Debtors elect to pursue a chapter 11 plan that does not include the Transactions and other terms as set out herein (an "**Alternative Transaction**"), other than as a result of a breach by the Plan Sponsor of its obligations under the Definitive Documents, the Plan Sponsor shall be entitled to receive the additional sum of $250,000.00 (the "**Alternative Transaction Fee**") upon the closing or consummation, as applicable, of such Alternative Transaction. The Debtors shall use commercially reasonable efforts to obtain an order allowing the Alternative Transaction Fee and the reimbursement of the Plan Sponsor's legal fees as first-priority Administrative Expense Claims.
Governing Law	The Plan Sponsor Agreement shall be governed by Texas law; the organizational documents of Reorganized Ryckman shall be governed by Delaware law.

EXHIBIT G

Emergence Cost Schedule

Ryckman Creek Resources, LLC
Est. Cash-Settled Claims
11/10/2017

Illustrative & Subj. to Change

Description	Comment	Estimated Face Amount
Professional Fees	**Accrued and Unpaid Professional Fees**	**$ 7,349,764**
Contract Cures	**Payments to cure assumed contracts**	**$ 1,605,563**
Uinta County Property Taxes		**$ 2,795,497**
DIP		**$ 3,320,000**
Other Administrative Costs	**503(b)(9) / Other Legal / Misc.**	**$ 840,540**
Total Est. Cash-Settled Claims		**$ 15,911,364**

Note: Amounts are subject to revisions as actual invoices are received

Ryckman Creek Resources, LLC
Est. Cash-Settled Claims Payment
11/10/2017

Description	12/1/17	1/1/18	2/1/18	3/1/18	4/1/18	6/1/18	12/1/18	6/1/19	12/1/19	6/1/20	12/1/20	Total
Payment from Plan Sponsor	500,000	250,000	250,000	250,000	250,000	2,676,664	2,676,664	2,676,664	2,676,664	2,676,664	2,676,664	17,559,983
(-) trust expenses	(250,000)	-	-	-	-	-	-	-	-	-	-	(250,000)
Utility deposit (applied towards DIP)	300,000	-	-	-	-	-	-	-	-	-	-	
Funds available for distribution	550,000	250,000	250,000	250,000	250,000	2,676,664	2,676,664	2,676,664	2,676,664	2,676,664	2,676,664	17,609,983
Professional Fees	**$ 116,185**	**$ 115,469**	**$ 115,469**	**$ 115,469**	**$ 115,469**	**$ 1,236,282**	**$ 1,236,282**	**$ 1,236,282**	**$ 1,236,282**	**$ 1,236,282**	**$ 590,296**	**$ 7,349,764**
Contract Cures	**$ 27,437**	**$ 25,191**	**$ 25,191**	**$ 25,191**	**$ 25,191**	**$ 269,715**	**$ 269,715**	**$ 269,715**	**$ 269,715**	**$ 269,715**	**$ 128,783**	**$ 1,605,563**
Uinta County Property Taxes	**$ 42,751**	**$ 43,942**	**$ 43,942**	**$ 43,942**	**$ 43,942**	**$ 470,468**	**$ 536,371**	**$ 537,786**	**$ 537,786**	**$ 537,786**	**$ 682,443**	**$ 3,521,159**
DIP	**$ 350,772**	**$ 52,186**	**$ 52,186**	**$ 52,186**	**$ 52,186**	**$ 558,740**	**$ 492,836**	**$ 491,422**	**$ 491,422**	**$ 491,422**	**$ 234,642**	**$ 3,320,000**
Other Administrative Costs	**$ 12,854**	**$ 13,212**	**$ 13,212**	**$ 13,212**	**$ 13,212**	**$ 141,459**	**$ 141,459**	**$ 141,459**	**$ 141,459**	**$ 141,459**	**$ 67,543**	**$ 840,540**
Total Emergence Costs	**$ 550,000**	**$ 250,000**	**$ 250,000**	**$ 250,000**	**$ 250,000**	**$ 2,676,664**	**$ 2,676,664**	**$ 2,676,664**	**$ 2,676,664**	**$ 2,676,664**	**$ 1,703,708**	**$ 16,637,027**
Cash left	-	-	-	-	-	-	-	-	-	-	972,956	
Cumulative	-	-	-	-	-	-	-	-	-	-	972,956	

Note: Amounts are subject to revisions as actual invoices are received

EXHIBIT H

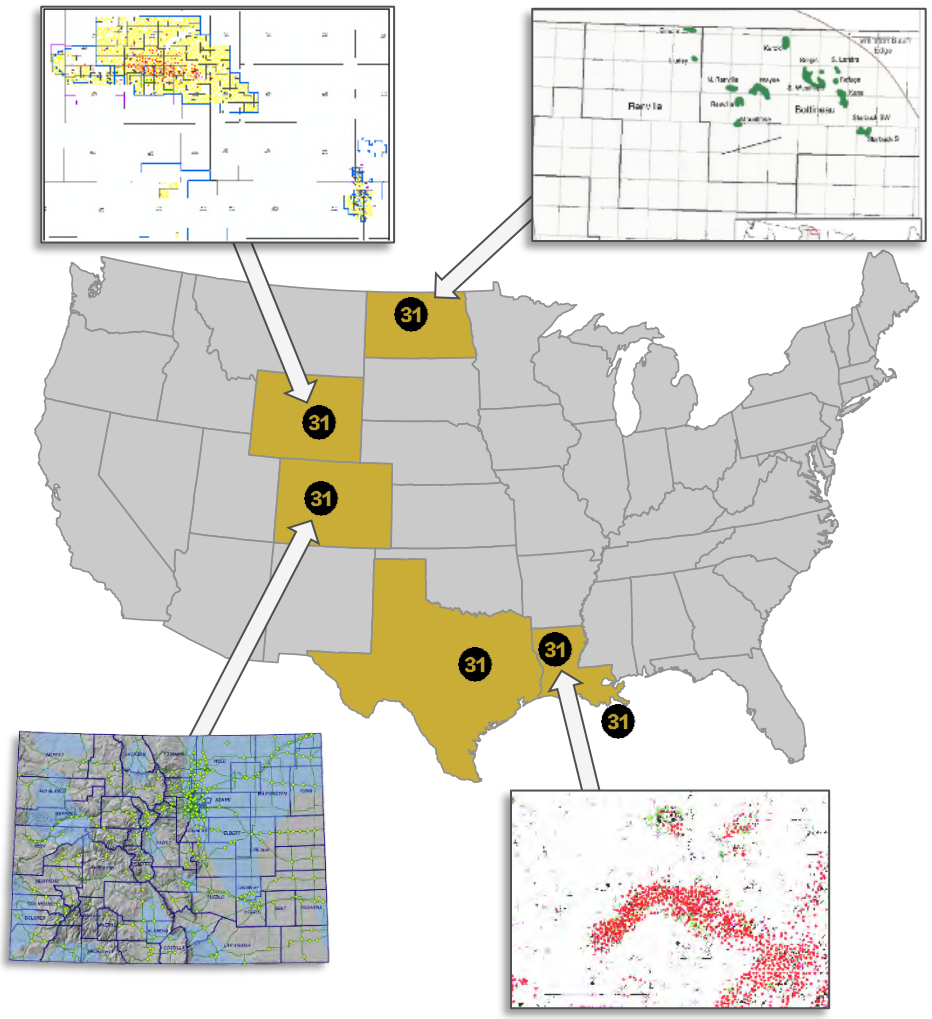
Plan Sponsor Information

Executive Summary

November 2017

31 Group Overview

Area of Operations



31 Group Summary

- 31 Group ("31") is an independent diversified energy company that focuses on acquiring and operating oil & gas and midstream assets across the continental United States
- 31 is currently involved with conventional and unconventional leases and midstream infrastructure in five states and the Gulf of Mexico

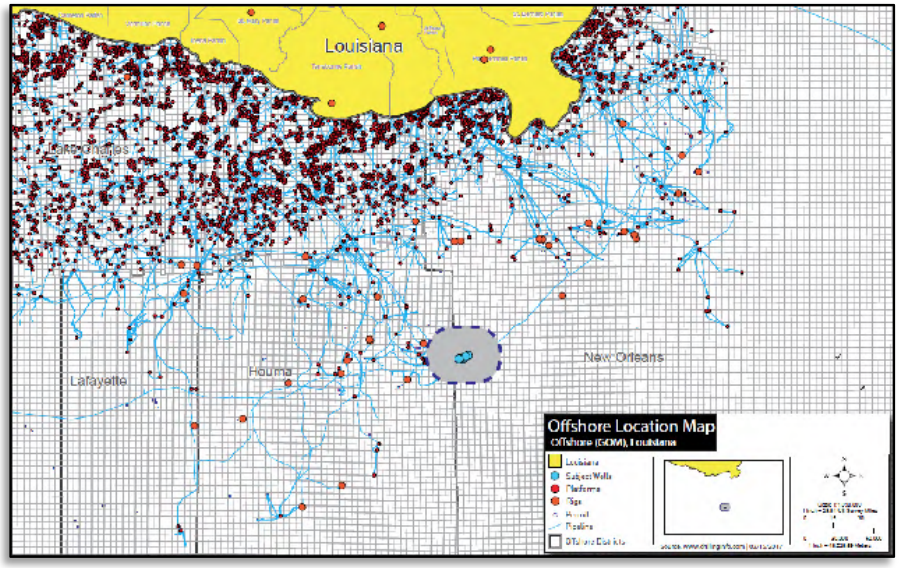
Summary of Assets

- Louisiana
  - 163 wells with mid-stream and compression
  - 16,000 net acres
- Colorado
  - 185 wells with mid-stream and compression
  - 45,600 net acres
  - 32MMCFD Gas Plant
- Wyoming
  - 213 wells with mid-stream and compression
- Texas
  - 5 wells with 2250 net acres in Eagle Ford
- North Dakota
  - 136 wells with significant optimization potential
  - 10,000 net acres
- Gulf of Mexico
  - 7 offshore wells with midstream
  - Production Platform
  - 3 offshore blocks

31 GROUP

Gulf of Mexico (Neptune)

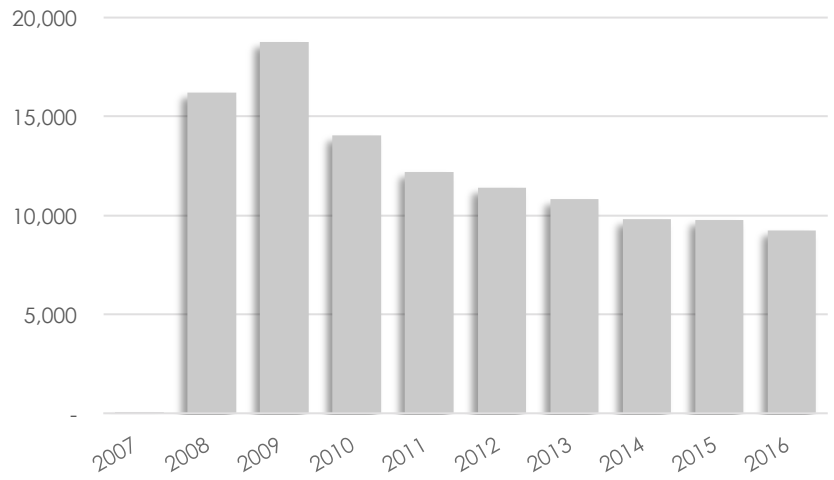
GULF OF MEXICO OVERVIEW



Project Highlights

- Operator: BHP Billiton Petroleum, Inc.
- 15% Working Interest / 13.25% Net Revenue Interest
  - 7 Producing Wells
  - Production Platform
  - 3 offshore blocks
- Gross Production (8/8ths): 7,957 BOPD, 6,024 MCFPD
- Average Water Depth = 1,930 Meters

Historical Daily Production

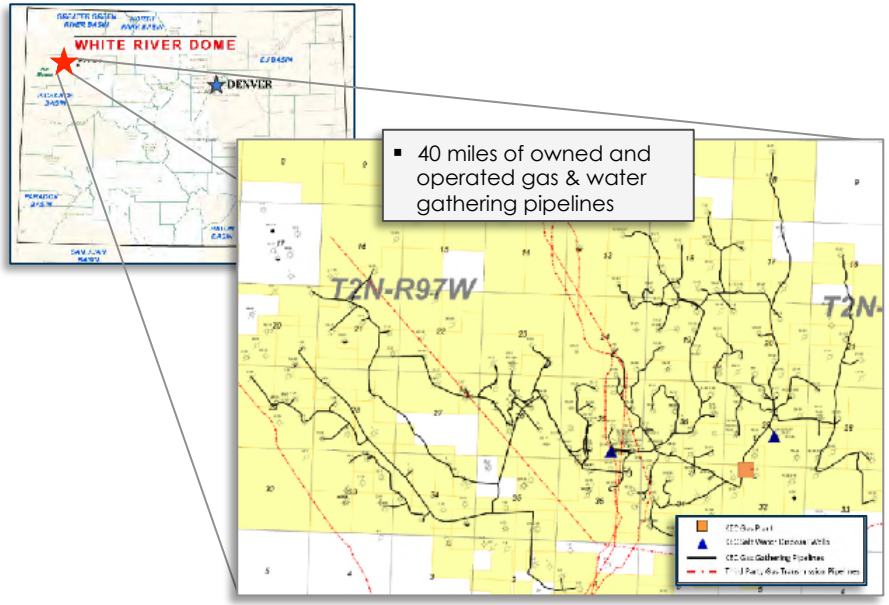


31 GROUP

Colorado Assets

COLORADO ASSET OVERVIEW – WHITE RIVER DOME

31 Operating Company's Assets



- 40 miles of owned and operated gas & water gathering pipelines

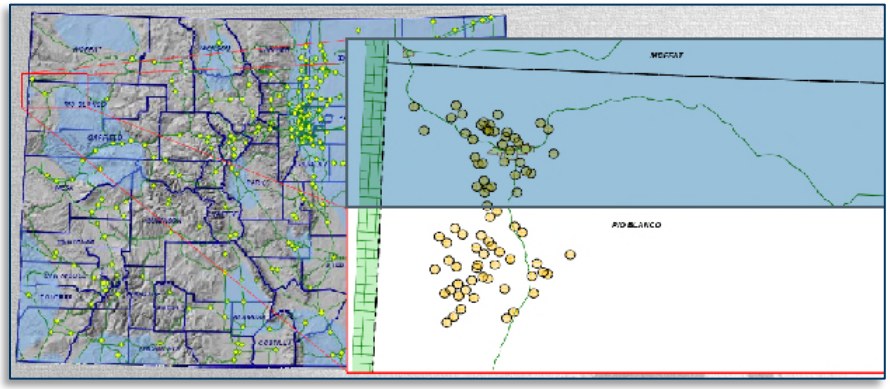
Gas Plant
- Current capacity of 20 MMCFD
- 32 MMCFD with additional compression
- Includes: Amine Unit, Refrigeration Unit, JT Valve

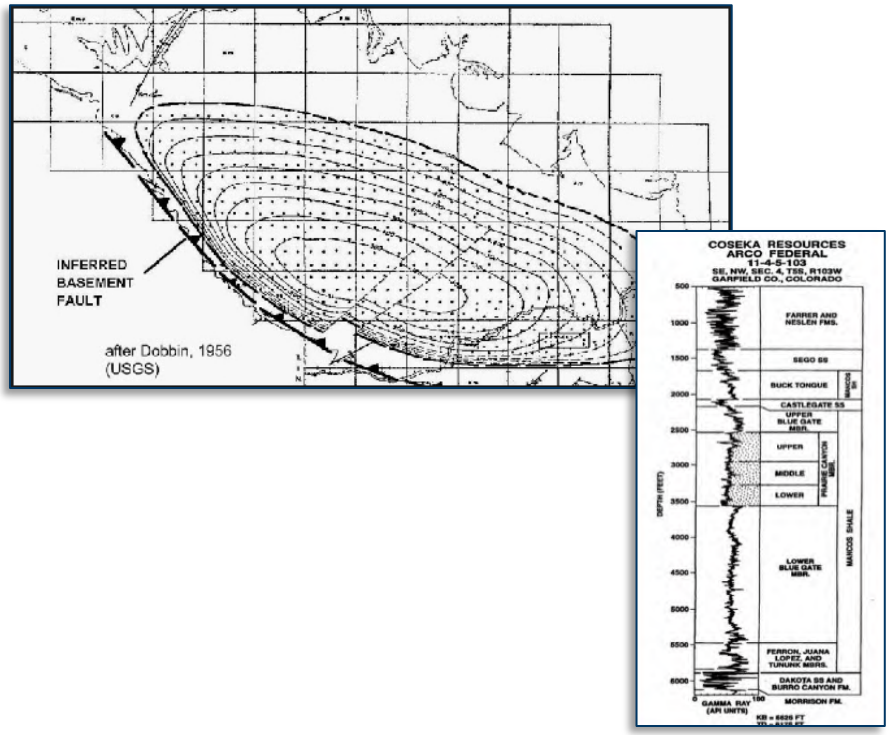
Project Highlights

- Northwest Colorado – White River Dome
  - Operating Entity: 31 Operating
  - ~25,830 net acres (99% HBP)
  - Deep rights acreage south of Endeavour (Augustus) Niobrara discovery
  - Anschutz and Augustus actively exploring the Niobrara in area
- 123 wells (Average 99% WI, 83% NRI)
  - 5.5 MMCFD / 180 BPD NGL / 55 BPD Oil
- 41 high-graded drilling locations with 47.5 BCF recoverable
  - 90 high-graded, potential drilling locations
  - Potential horizontal drilling opportunity in the Williams Fork (Uinta Basin analogue)
- 2 Salt Water Disposal Wells with 10,000 BPD capacity
- Gas Plant owned and operated with ability to remove CO2 and NGL's to meet pipeline specs for 31 and third parties

COLORADO ASSET OVERVIEW - RANGELY

Lasso Oil & Gas's Properties





Overview

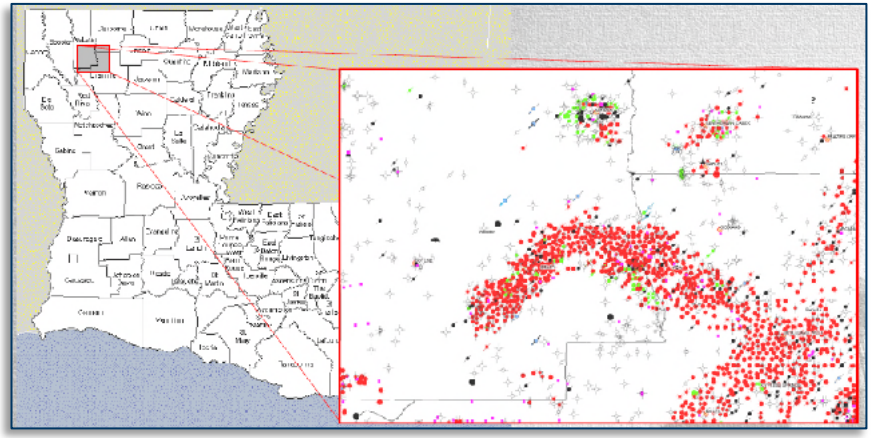
- Northwest Colorado – Piceance Basin
  - Operating Entity: Lasso Oil & Gas
  - Reservoir: Mancos
  - 62wells
  - Production: 50 BOPD/ 600 MSCFPD
  - Average Producing Depth: 3500-10,000'
- The main target in the Rangely area is the Mancos Shale which is a fractured tight oil play centered in Rio Blanco County, Co.
- It is a NE trending structure with normal faults fractures cross-cutting the Rangely anticline and NW-trending fractures parallel to the axial trace of the Rangely anticline
- The main play here is shallow oil production at low pressure requiring artificial lift.
- This is a mature field that produces low, but steady volumes of oil with some associated gas being present in the deeper parts of the play.
- Because this is a tight and dry shale reservoir many completions or deepenings can be done without casing. The formation itself has high integrity and is largely consolidated.

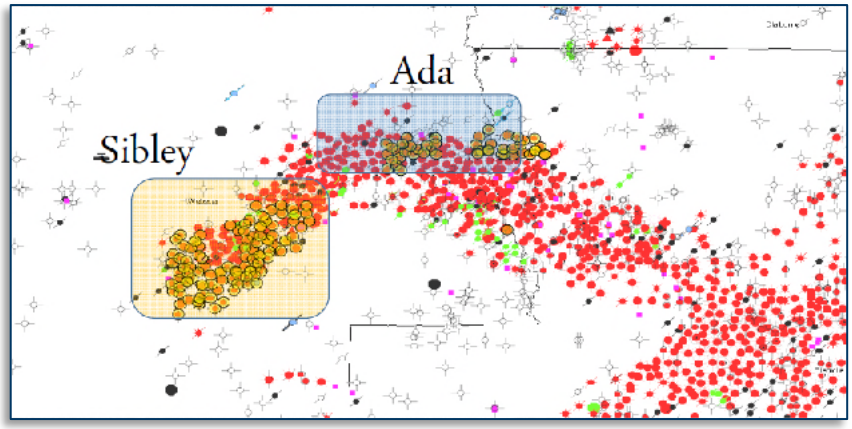
31 GROUP

Louisiana Assets (Sibley/Ada)

LOUISIANA ASSETS (SIBLEY/ADA) OVERVIEW

Carder Oil Company's Properties in Sibley/Ada





Project Highlights

- Northwest Louisiana – Webster and Bienville Parishes
- Operating Entity: Carder Oil Company
- 16,000 net acres

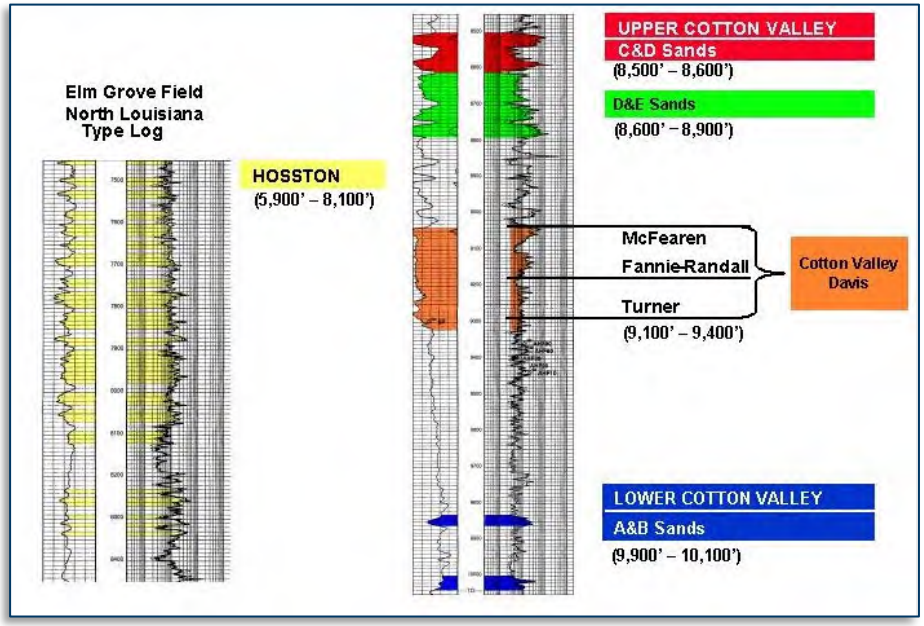
Sibley

- Reservoir: Hosston A/Hosston B, Cotton Valley
- Average Producing Depth: 8100'
- 109 Wells
- Average Wellhead Pressure: 70 psi
- Production: 1 BOPD/ 3,058 MSCFPD

Ada

- Reservoir: Hosston A/Hosston B, Cotton Valley
- Average Producing Depth: 7900'
- 54 Wells
- Average Wellhead Pressure: 65 psi
- Production: 18 BOPD / 1,040 MSCFPD

LOUISIANA ASSETS (SIBLEY/ADA)



- Sibley and Ada fields are in the Hosston A and Hosston B reservoirs which are characterized as shallow, low-pressure, sweet, gas bearing sandstone reservoirs. Though typically the Hosston reservoirs have high water production associated with the hydrocarbons the Sibley and Ada fields are remarkably dry.

- 31 Operating does have a disposal well, the Tipton A.F. 10 #1-Alt SWD, which is set up to handle all internal and potential external needs.

- The bulk of the equipment on our locations are comprised of wellbores, wellhead equipment, and associated fluid handling equipment such as gun-barrel separation tanks, oil/water tanks, and compressor equipment.

- 31 owns over 50 miles of gathering lines along with two associated compressor stations chiefly located in the Sibley field and some third-party gas is compressed in these facilities.

LOUISIANA ASSETS (SIBLEY/ADA)

Total Daily Production

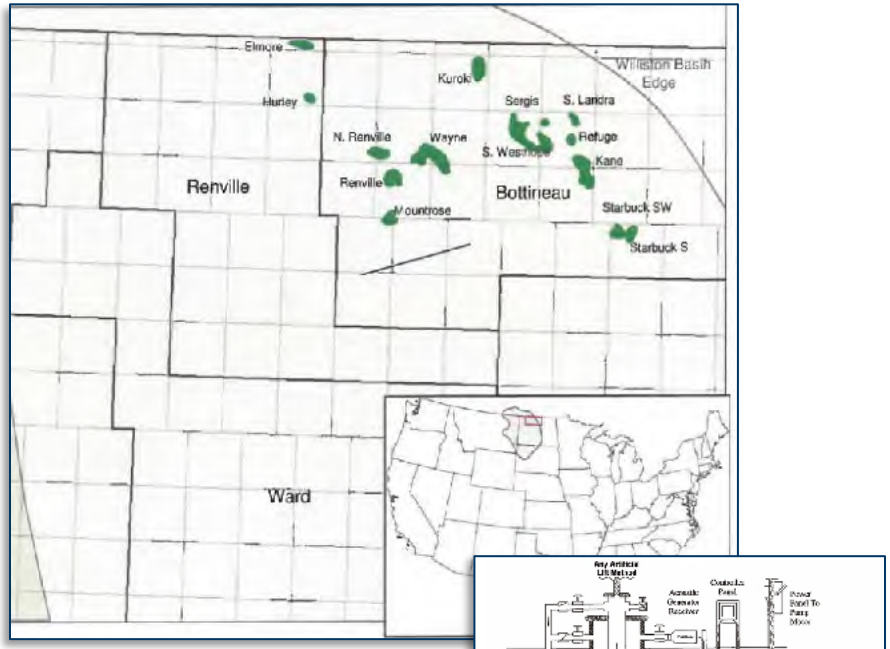
- Gas (our primary target) exhibits a total daily production decline curve that follows the expected hyperbolic-to-exponential as pressure is drawn down throughout the life of the reservoir.

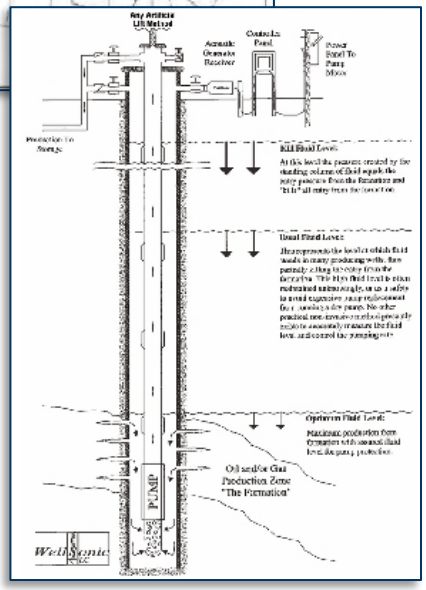
31 GROUP

North Dakota Assets (Bakken/Renville/Kuroki)

North Dakota Assets Overview

North Dakota Assets (Bakken/Renville/Kuroki)





Overview

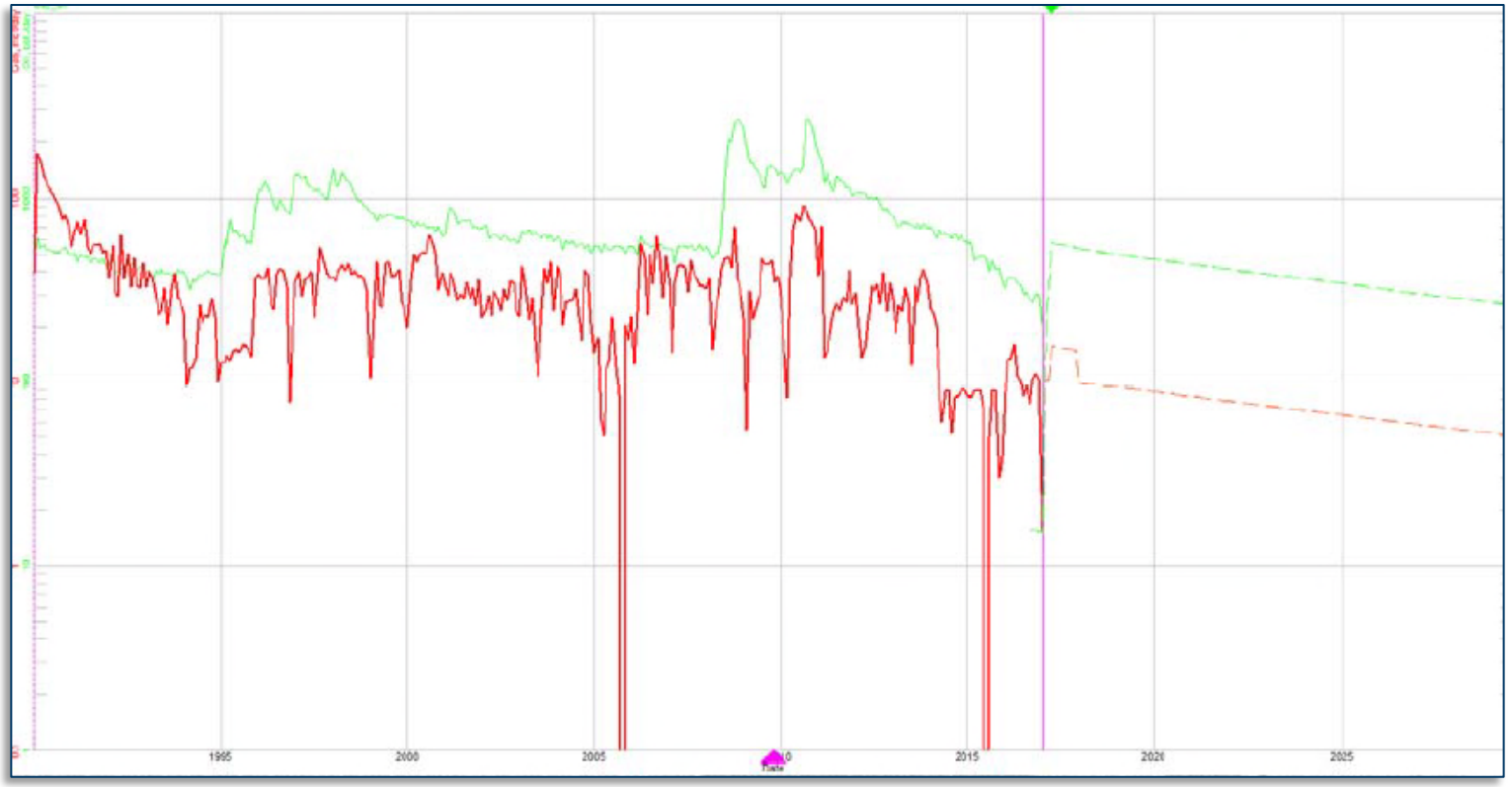
- North Central North Dakota – Burke, Bottineau and Renville Counties
- Operating Entity: 31 Operating
- 136 Wells across multiple fields and reservoirs
- Most of the field production is mature waterflood/water-drive units with 10% oil cut or better
- Pumping units comprise the majority of artificial lift across these units
- Produced water is injected on-site to keep water costs low and reservoir pressure high

Project Highlights

- Reservoir: Bakken/Wayne
- Wayne Producing Depth: 4700-4900'
- Bakken Producing Depth: 9400'
- 136 Wells
- Production: 300 BOPD/10 MSCFPD

North Dakota Assets (Bakken/Renville/Kuroki)

- These fields have been kept running and clean but under-utilized due to the previous company's focus in other areas.
- Well work outlook: The majority of the wells in this acquisition were being pumped by the previous operator without any attention toward fluid levels or well tests. The best way to increase oil cut and profitability without working over wells or consolidating units is to effectively manage fluid levels in all pumping wells. We are currently creating production programs for each field unit that will allow personnel to utilize fluid levels.



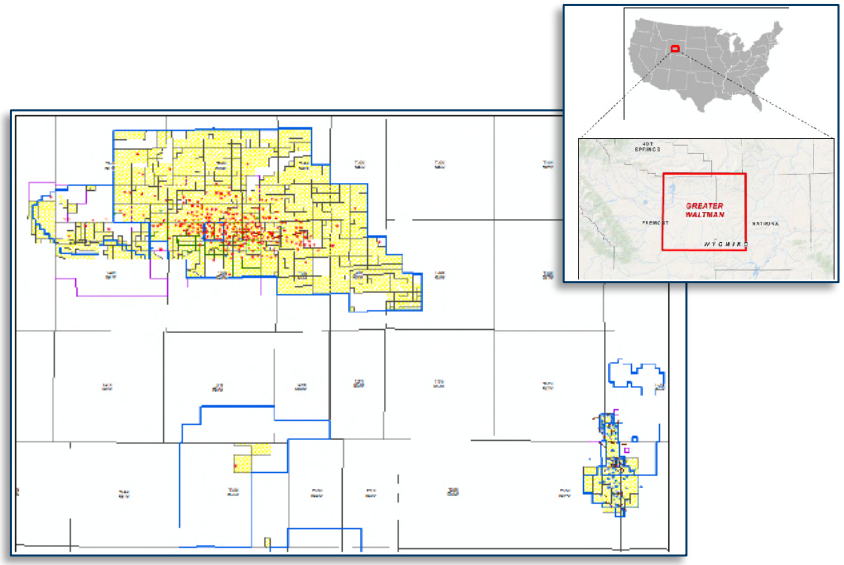
31 GROUP

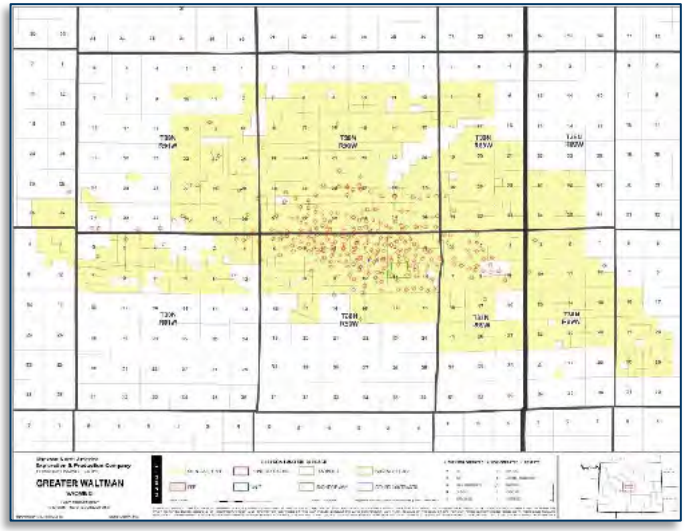
Wyoming Non-Op Assets (Madden Deep)

WYOMING NON-OP ASSETS (MADDEN DEEP) OVERVIEW

31 GROUP

31 Operating Non-Op Properties in Madden Deep





Overview

- Central Wyoming– Fremont County
- Operating Entity: ConocoPhillips

Project Highlights

- Reservoir: Mesaverde, Cody, Lance & Fort Union
- Average Producing Depth:
  - 5,800' – Ft. Union
  - 9,000' - Lance
- 213 wells
- Lost Cabin Gas Plant with 310 MMCFG/D capacity

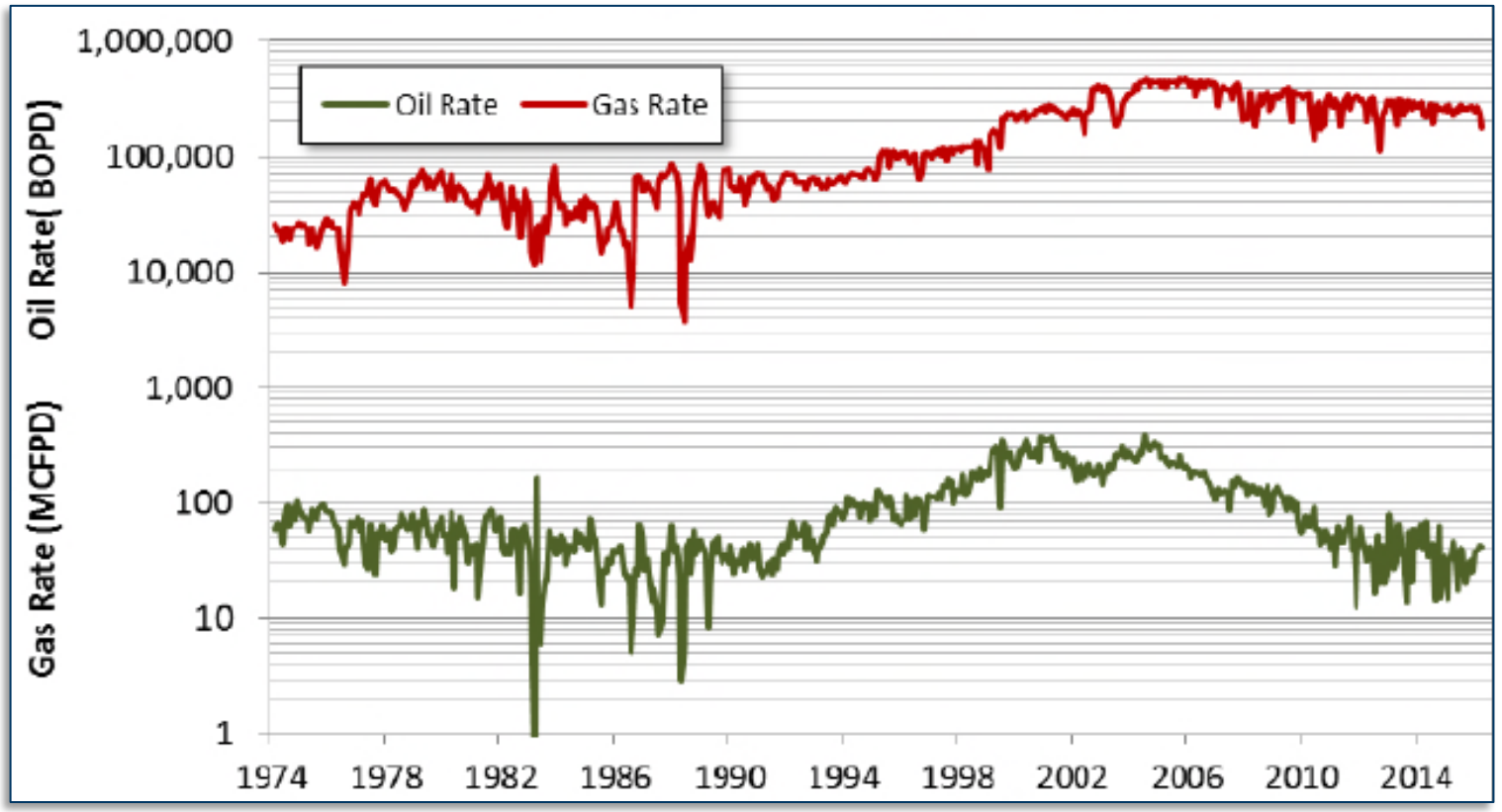
Operators' Identified Potential Opportunities

- Continued focus operating expense reduction
- Artificial lift optimization
- Compressor installation/optimization
- Acidizing for scale

WYOMING NON-OP ASSETS (MADDEN DEEP)

31 GROUP

Madden Field Gross Production

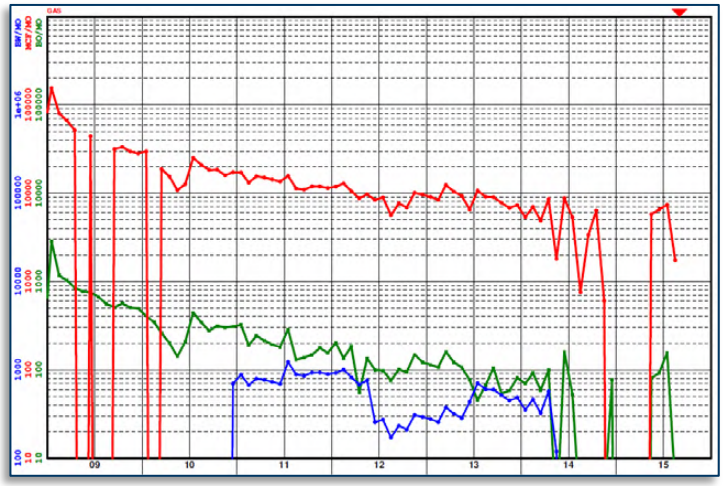


31 GROUP

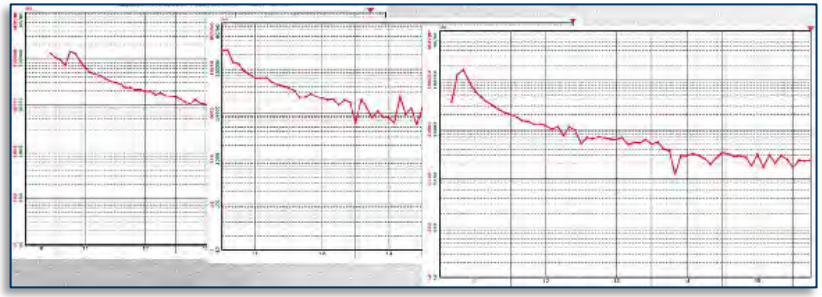
Texas Assets (Panza, Sugarkane, Geo-Vest)

TEXAS ASSETS (PANZA, SUGARKANE, GEO-VEST) OVERVIEW

Panza Field –Cochran #1



Sugarkane Field



Overview

- Central Texas– Colorado, Cherokee, Live Oak Counties
- Operating Entity: 31 Operating

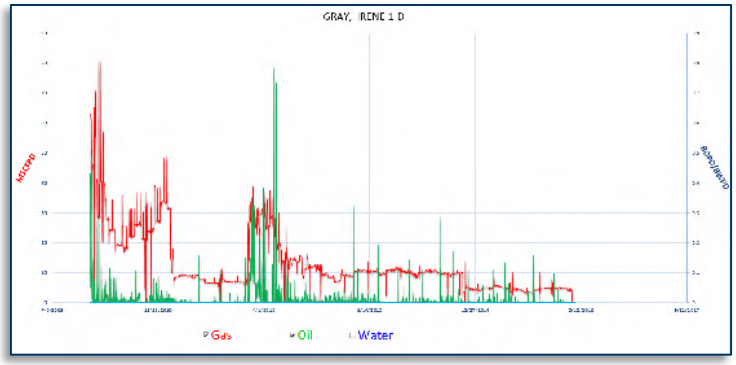
Panza Field –Cochran #1

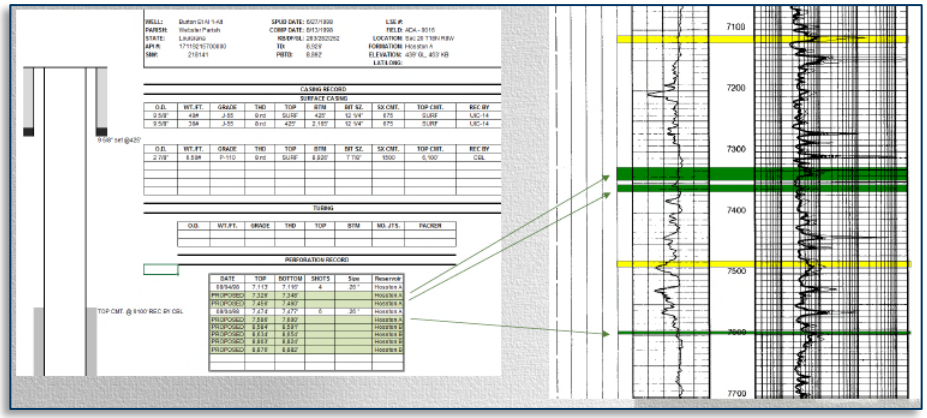
- 31 Operating purchased the Cochran #1 well which is currently shut in due to scale in the tubing.
- Engineering is evaluating the cleanout opportunity to restore 250 mscfpd of production along with associated oil and condensate.
- The well produces from the Wilcox sand interval at 11,200' which exhibits steady gas production that is rich in condensate.
- Once the well is put back online we expect production rates to continue as they did before the well went down.

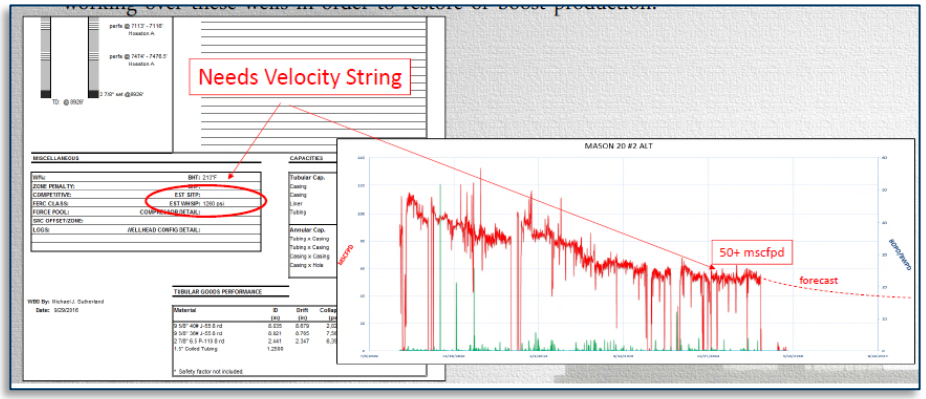
Sugarkane Field Dena Forehand 2H, Hamman 1H, Kellam 2H

- 31 Operating purchase three wellbores in the Eagleford Shale play.
- These wells are currently producing 6,000 mcfpm on an exponential decline.
- Future opportunities for production may include production optimization and pressure decline management in order to maximize total recoverable reserves.

TEXAS ASSETS (PANZA, SUGARKANE, GEO-VEST)







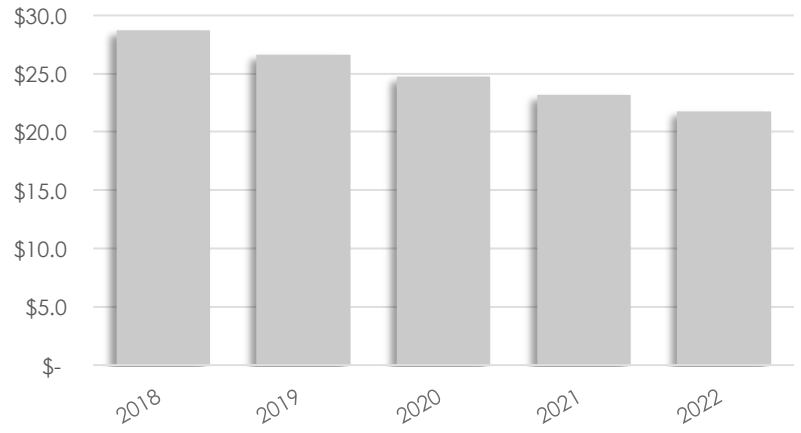
Production and Development

- 2018 Development Outlook
  - Current Status
  - Well work
  - Lift Upgrades
  - Economic Evaluation
- While the surface equipment and the wells themselves have been looked after, there are several wells with high production potential that have not been utilized to their maximum potential in the past.
- 31 Operating plans to critique the high potential producers and run a campaign of relatively inexpensive surface projects and some light well work on the low pressure producers.
- Many of wells in some fields cannot flow on their own and require some sort of artificial lift to deliver fluids to the surface. The bulk of the current work is working over these wells in order to restore or boost production.
- Fluid levels in oil wells with rod pumps have to be kept at an optimum level in order to make the best oil cuts. Ongoing work will further utilize existing wells to make higher oil cuts and better profit margins.

FINANCIAL SUMMARY

($ in millions)

Revenue



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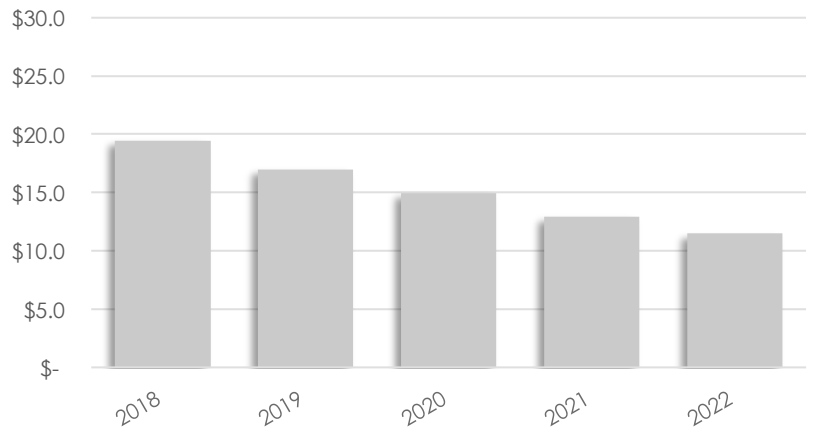

Average Daily Production (Boepd)