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]	:	

SECOND 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
August 5, 2016

[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.

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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 (collectively, the "Debtors"), 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 Disclosure Statement relating to this Plan was approved by the Bankruptcy Court on August 5, 2016 and has been distributed simultaneously with this Plan to all parties whose votes are being solicited. The 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 this Plan's 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 (i) DIP Facility Claims, (ii) Professional Claims, (iii) Administrative Claims Allowed by an order of the Bankruptcy Court on or before the Effective Date, (iv) Ordinary Course Administrative Claims, or (v) Statutory UST Fees, for which the Holders of such Claims (i)-(v) 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) ninety (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 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) thirty (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) that has been allowed by a Final Order, or

(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 filed, or is intended to be filed by the Debtors or the Reorganized Debtors by the Claims Objection Deadline, or

(c) 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 such Claim is identified in such Proof of Claim in a liquidated and noncontingent amount (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 filed, 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,

(d) with respect to Administrative Claims that are not Professional Fee Claims, Statutory UST Fees, or DIP Facility Claims, Administrative Claims as to which either (i) 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; or (ii) qualify as Ordinary Course Administrative Claims, or,

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

(f) 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

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

1.8 "**Amended and Restated Plan Support Agreement**" means that certain amended and restated Plan Support Agreement to be entered into by and among the Debtors and the Supporting Creditors, as may be further amended, supplemented, restated, or otherwise modified from time to time in accordance with the terms therewith, pursuant to which the Debtors and the Supporting Creditors shall agree to support the Plan, subject to the conditions thereof.

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 Orders**" 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 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 Facility Term Sheet as authorized by the Bankruptcy Court, as may be amended or modified from time to time.

1.16 "**Bridge Facility Term Sheet**" means the Senior Secured, Super-Priority Debtor-in-Possession Bridge Facility Term Sheet.

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

1.18 "**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.

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

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, in law, 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 claims 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 (1) 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 5-A New Notes**" means, collectively, (i) the Series B Senior Notes that would otherwise be issued to the Tranche B Completion Loan Lender pursuant to Article 4.3(b)(ii) of the Plan on account of 50% of all pre-Effective Date interest on the Tertiary Tranche B Completion Loan Secured Claims and (ii) the Series B Junior Notes that would otherwise be issued to the Tranche B Completion Loan Lender pursuant to Article 4.3(b)(v) of the Plan on account of 50% of all pre-Effective Date interest on the Secondary Tranche B Completion Loan Secured Claims, which shall to be issued by Reorganized Ryckman to the Creditor Trust on behalf of Holders of Allowed Class 5-A Claims.

1.27 "**Class 5-A Preferred Units**" means the New Class B Preferred Units that would otherwise be issued to the Tranche B Completion Loan Lender pursuant to Article 4.3(b)(vii) of the Plan on account of 50% of its Initial Tranche B Converted Interest, which shall be issued by Reorganized Holdings to the Creditor Trust on behalf of Holders of Allowed Class 5-A Claims.

1.28 "**Class 5-A Upfront Fee Consideration**" means 50% of the Tranche B Completion Loan Upfront Fee that would otherwise be paid to the Tranche B Completion Loan Lender pursuant to the New AAL and the New Disbursement Agreement, which will instead be paid to the Creditor Trust on behalf of Holders of Allowed Class 5-A Claims.

1.29 "**Class 5-A Value Sharing Rights**" means the rights to be provided to the Creditor Trust on behalf of Holders of Allowed Class 5-A Claims, which shall entitle the holders thereof (collectively) to receive (a) $0.075 for each $0.925 of distributions (other than Tax Distributions) made to the Prepetition Lenders under this Plan after payment in full of the Exit Facility, any Statutory Lien New Notes, any Other Secured Claims, and Convenience Claims, until such time as $200 million has been distributed to the Prepetition Lenders and Holders of Allowed Class 5-A Claims and (b) thereafter, $0.05 for each $0.95 of distributions (other than Tax Distributions) made to the Prepetition Lenders under this Plan, until such time as all Allowed Class 5-A Claims are paid in full.

1.30 "**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.

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

1.32 "**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.

1.33 "**Confirmation Order**" means the order of the Bankruptcy Court confirming this Plan under Bankruptcy Code section 1129, which order shall in form and substance be reasonably acceptable to the Debtors, the Required Consenting Parties, and the Creditors' Committee.

1.34 "**Convenience Claim**" means (i) an Unsecured Claim, including any Rejection Damages Claims and Reclamation Claims (that are not Allowed Section 503(b)(9) Claims), with an Allowed amount of $1,000,000 or less, the Holder of which does not elect on its Ballot to have such Claim treated as a General Unsecured Claim, or (ii) an Unsecured Claim with an Allowed amount of greater than $1,000,000, the Holder of which has elected on its Ballot to have the Allowed amount of such Unsecured Claim reduced to $1,000,000 and treated as a Convenience Claim, (iii) a Statutory Lien Claim with an Allowed amount of $1,000,000 or less, the Holder of which has elected on its Ballot to have such Claim treated as a Convenience Claim, or (iv) a Statutory Lien Claim with an Allowed amount of greater than $1,000,000, the Holder of which has elected on its Ballot to have the Allowed amount of such Statutory Lien Claim reduced to $1,000,000 and treated as a Convenience Claim; provided, however, that if, after accounting for all parties' elections, distributions of $0.20 to Holders for each $1.00 of Allowed Convenience Claims would cause total distributions to exceed the Convenience Claim Pool, then recoveries to parties shall be reduced proportionately; provided, further, however, that if, after accounting for all parties' elections and making any proportionate reductions pursuant to the foregoing clause, distributions to Holders would be less than $0.175 for each $1.00 of Allowed Convenience Claims, the elections of Holders of Claims shall be disregarded from largest Allowed amount to smallest Allowed amount.

1.35 "**Convenience Claim Pool**" means the total aggregate pool available from the Exit Facility for distributions to Holders of Allowed Convenience Claims, which shall be $1,400,000.

1.36 "**Convenience Claim Excess Balance**" means the remaining balance of the Convenience Claim Pool, if any, after making distributions to all Holders of Allowed Convenience Claims.

1.37 "**Credit Agreements**" means, collectively, the Prepetition Credit Agreement, the Bridge Facility Term Sheet, and the DIP Credit Agreement.

1.38 "**Credit Facilities**" means, collectively, the credit facilities under the Prepetition Credit Agreement, the Bridge Facility, and the DIP Facility.

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

1.40 "**Creditor Trust**" means the trust to be established on the Effective Date pursuant to the Creditor Trust Agreement and Article XII hereof to, among other things, hold, administer, and distribute the Creditor Trust Assets on behalf of Holders of Allowed Class 5-A General Unsecured Claims.

1.41 "**Creditor 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 Supporting Creditors, and the Creditors' Committee.

1.42 "**Creditor Trust Assets**" means the assets to be transferred to the Creditor Trust on the Effective Date in accordance with the Plan and the Creditor Trust Agreement. The Creditor Trust Assets shall be comprised of: (a) the Class 5-A Value Sharing Rights, (b) the Class 5-A Upfront Fee Consideration, (c) the Class 5-A New Notes, (d) the Class 5-A Preferred Units, and (e) the Convenience Claim Excess Balance.

1.43 "**Creditor Trustee**" means the trustee of the Creditor Trust, to be selected by the Creditors' Committee, with the consent of the Debtors and the Supporting Creditors, and identified in the Plan Supplement; provided that the consideration to be paid to the Creditor Trustee by Reorganized Ryckman shall not exceed $12,500 per calendar quarter.

1.44 "**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.

1.45 "**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.

1.46 "**Cure Notice**" means the notice of proposed Cure amount provided to counterparties to assumed Executory Contracts or Unexpired Leases pursuant to Article 7.2(e) of this Plan.

1.47 "**Cure Objection Deadline**" means the deadline for filing objections to a Cure Notice or proposed Cure, which shall be 14 days after the applicable counterparty was served with a Cure Notice, which date shall be set forth in the Cure Notice.

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

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

1.50 "**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 in connection therewith.

1.51 "**DIP Facility**" means that certain $35,000,000 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 may be amended or modified from time to time.

1.52 "**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.

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

1.54 "**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.

1.55 "**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 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.

1.56 "**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.

1.57 "**Disclosure Statement Hearing**" means the hearing before the Bankruptcy Court to consider granting the relief requested under the Disclosure Statement Order and related matters as such hearing may be adjourned or continued from time to time.

1.58 "**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.

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

1.60 "**Distribution Agent**" means the Reorganized Debtors or Kurtzman Carson Consultants LLC acting at the direction of the Reorganized Debtors.

1.61 "**Distribution Date**" means, as applicable, (a) the Initial Distribution Date, or (b) a Periodic Distribution Date.

1.62 "**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 Effective Date, or (b) such other date as designated by an order of the Bankruptcy Court.

1.63 "**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.

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

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

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

1.67 "**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 Term Sheet, the Bridge Facility, the DIP Credit Agreement, the DIP Facility, the Original Plan Support Agreement, the Amended and Restated Plan Support Agreement, the Plan Supplement, the Exit Facility, 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 pursuit of consummation of the Plan, 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.

1.68 "**Exculpated Parties**" means, collectively, 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 Supporting

Creditors (in any capacity); (h) the Creditors' Committee and each of its members; (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.

1.69 "**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.

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

1.71 "**Exit Facility Credit Agreement**" means an agreement substantially on the terms set forth on the term sheet included in the Plan Supplement.

1.72 **"Exit Facility"** means that certain exit revolving credit facility to be provided to the Reorganized Debtors on the Effective Date, pursuant to the Exit Facility Credit Agreement by and among the Reorganized Debtors, as borrowers, and the Exit Lenders, and all other documents entered into in connection therewith or contemplated thereby, (i) in the aggregate principal amount of no less than $35.0 million, (ii) to be secured by a valid, perfected first priority Lien on all assets of the Reorganized Debtors, senior to the Lien securing the Prepetition Credit Agreement New Notes and, to the extent applicable, to the Lien securing the Statutory Lien New Notes, (iii) to bear interest at 5.0% per annum, (iv) to have a maturity date of three years from the Effective Date, and (v) to have the other terms set forth in the Plan Supplement.

1.73 "**Exit Facility Documents**" means the agreements, documents, instruments, and certificates relating to the Exit Facility, including the Exit Facility Credit Agreement.

1.74 "**Exit Lenders**" means the lender or syndication of lenders party to the Exit Facility Credit Agreement as of the Effective Date, who shall be the DIP Lenders and each of the financial institutions from time to time party to the Exit Facility as lenders.

1.75 "**Face Amount**" means (a) when used in reference to a Disputed Claim or Disallowed Claim, the full stated liquidated amount claimed by the Holder of a Claim in any Proof of Claim, or amendment thereof in accordance with applicable law, timely filed with the Bankruptcy Court or otherwise deemed timely filed by any Final Order of the Bankruptcy Court or other applicable bankruptcy law, or the amount estimated for such Claim in an order of the Bankruptcy Court, and (b) when used in reference to an Allowed Claim or Allowed Interest, the Allowed amount of such Claim or Interest. If none of the foregoing applies, the Face Amount of the Claim shall be zero dollars.

1.76 "**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 re-argument or further review or rehearing has expired and no appeal, petition for certiorari, or request for re-argument 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 re-argument 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 re-argument 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 Procedures, 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, 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.

1.77 "**General Unsecured Claim**" means any Claim that is not an Administrative Claim, DIP Facility Claim, Priority Tax Claim, Other Secured Claim, Statutory Lien Claim, Other Priority Claim, Prepetition Credit Agreement Secured Claim, Prepetition Credit Agreement Deficiency Claim, Hedging Agreement Secured Claim, Hedging Agreement Deficiency Claim, Convenience 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 or Convenience Claims).

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

1.79 "**Hedging Agreement Claim**" means, collectively, the Hedging Agreement Deficiency Claim and the Hedging Agreement Secured Claim.

1.80 "**Hedging Agreement Deficiency Claim**" means Claims arising out of a Secured Hedging Agreement (as such term is defined in the Prepetition Credit Agreement) held by a Secured Hedging Agreement Counterparty (as such term is defined in the Prepetition Credit Agreement) that are not Hedging Agreement Secured Claims.

1.81 "**Hedging Agreement Secured Claims**" means Secured Claims arising out of a Secured Hedging Agreement (as such term is defined in the Prepetition Credit Agreement) held by a Secured Hedging Agreement Counterparty (as such term is defined in the Prepetition Credit Agreement).

1.82 "**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.

1.83 "**Holdback Escrow Amount**" means the sum of (a) the aggregate amounts withheld by the Debtors as of 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(b) 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(b), the Debtors may

estimate the unbilled fees of such Professional incurred as of the Confirmation Date so long as such estimate is approved by the DIP Agent. The sum of provisions (a) and (b) above shall comprise the Holdback Escrow Amount.

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

1.85 **"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.

1.86 "**Hybrid New Notes**" means a tranche of Prepetition Credit Agreement New Notes, which shall be issued by Reorganized Ryckman and (i) shall be secured by a Lien and security interest in all of the Reorganized Debtors' assets, junior to the Liens in favor of the Exit Facility, Senior New Notes, and (to the extent applicable) the Statutory Lien New Notes, and pari passu with the Junior New Notes, (ii) shall bear interest at LIBOR + 8.0% per annum, which shall be payable in Class B Preferred Units, (iii) shall have a maturity date of four years after the Effective Date, and (iv) shall have the other terms set forth in the Plan Supplement.

1.87 "**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.

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

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

1.90 "**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.

1.91 "**Indemnitee**" means all managers, officers, or employees of the Debtors, in each case employed by the Debtors or serving as a manager or officer 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.

1.92 "**Initial Distribution Date**" means the date selected by the Reorganized Debtors, in their sole discretion, upon which distributions to Holders of Allowed Claims entitled to receive distributions under this Plan shall commence.

1.93 "**Initial Tranche A Completion Loans**" means $50,000,000 in principal amount of the Tranche A Completion Loans issued pursuant to the Prepetition Credit Agreement

by the Tranche A Completion Loan Lenders and related interest, fees, and expenses (whether or not Allowed in the Chapter 11 Cases).

1.94 "Initial Tranche B Completion Loan Principal" means the $55,000,000 in principal amount of the Initial Tranche B Completion Loans issued pursuant to the Prepetition Credit Agreement by the Tranche B Completion Loan Lender.

1.95 "Initial Tranche B Completion Loans" means the Initial Tranche B Completion Loan Principal and Initial Tranche B Converted Interest and related interest, fees, and expenses (whether or not Allowed in the Chapter 11 Cases).

1.96 "**Initial Tranche B Converted Interest**" means accrued unpaid interest arising on account of the Initial Tranche B Completion Loans through the Effective Date of the Plan, including any interest that was paid in kind prior to the Effective Date of the Plan.

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

1.98 "**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.

1.99 "**Junior New Notes**" means, collectively, the Series A Junior Notes and the Series B Junior Notes.

1.100 "**Junior Term Loan Claim**" means with respect to a Term Loan Lender such lender's Term Loan Claim reduced by its Tranche A Completion Loan Principal Claim (if any).

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

1.102 "**New AAL**" means a new agreement among lenders that shall govern the priority of payments among the holders of the Prepetition Credit Agreement New Notes, which shall be consistent in all material respects with this Plan, including Exhibit 2 hereto. For avoidance of doubt, the New AAL will provide for the payment of the Tranche A Completion Loan Upfront Fees, the Tranche A Completion Loan Expenses, the Tranche B Completion Loan Upfront Fee, and the Tranche B Completion Loan Expenses, without interest thereon, on a pari passu basis, prior to any payment of principal or interest on any Prepetition Credit Agreement New Notes.

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

1.104 "**New Class A Common Units**" means a class of common units in Reorganized Holdings, issued on or after the Effective Date. New Class A Common Units shall represent a proportion of the New Common Units equal to the proportion that the New Class A Preferred Units represent of the New Preferred Units. The economic sharing rights of the New Class A Common Units shall be as set forth on Exhibit 3 to this Plan.

1.105 "**New Class A Preferred Units**" means collectively, the Series A-1 Preferred Units, Series A-2 Preferred Units, and Series A-3 Preferred Units, issued on or after the Effective Date, which shall rank pari passu with the New Class B Preferred Units.

1.106 "New Class B Common Units" means a class of New Common Units in Reorganized Holdings, issued on or after the Effective Date. New Class B Common Units shall represent a proportion of the New Common Units equal to the proportion that the New Class B Preferred Units represent of the New Preferred Units. The economic sharing rights of the New Class B Common Units shall be as set forth on Exhibit 3 to this Plan.

1.107 "**New Class B Preferred Units**" means a class of preferred units in Reorganized Holdings, issued on or after the Effective Date, which shall rank pari passu with the New Class A Preferred Units and (i) to the extent issued on account of the Initial Tranche B Converted Interest, shall have a liquidation preference equal to the amount of the Initial Tranche B Converted Interest and (ii) to the extent issued as interest on the Hybrid New Notes accruing after implementation of the Plan, shall have a liquidation preference of $1.00 for each $1.00 of Hybrid New Note interest payable.

1.108 "**New Common Units**" means common membership units in Reorganized Holdings, issued on or after the Effective Date, including the New Class A Common Units and the New Class B Common Units.

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

1.110 "**New Disbursement Agreement**" means a new disbursement agreement that shall govern the disbursement of proceeds among holders of Prepetition Credit Agreement New Notes. Subject to accounting for the effects of the Series A-2 Senior Notes, the waterfall payment provisions set forth in the New Disbursement Agreement applicable to the holders of Prepetition Credit Agreement New Notes will, from and after the Effective Date, mirror the Old Disbursement Agreement waterfall provisions applicable after the occurrence of a Cessation Event (as defined in the Old Disbursement Agreement) for the predecessor Tranche A Completion Loans and Tranche B Completion Loans. For avoidance of doubt, the New Disbursement Agreement will provide for the payment of the Tranche A Completion Loan Upfront Fees, the Tranche A Completion Loan Expenses, the Tranche B Completion Loan Upfront Fee, and the Tranche B Completion Loan Expenses, without interest thereon, on a pari passu basis, prior to any payment of principal or interest on any Prepetition Credit Agreement New Notes.

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

1.112 "**New Holdings Equity**" means 100% of the equity in Reorganized Holdings, to be issued to certain Holders of Prepetition Secured Claims pursuant to this Plan.

1.113 "**New LLC Agreements**" means the limited liability company agreement of the Reorganized Debtors, and further subject to Article 6.13 hereof, including the Reorganized Holdings LLC Agreement and the Reorganized Ryckman LLC Agreement.

1.114 "**New Notes**" means the Prepetition Credit Agreement New Notes (including the Class 5-A New Notes) and the Statutory Lien New Notes.

1.115 "**New Preferred Units**" means preferred units in Reorganized Holdings issued on or after the Effective Date, which shall be comprised of the New Class A Preferred Units and New Class B Preferred Units.

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

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

1.118 "**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 to the Old AAL.

1.119 "**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.

1.120 "**Ordinary Course Administrative Claim**" means an Administrative Claim that is both (i) 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 (ii) 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.

1.121 "**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].

1.122 "**Original Plan Support Agreement**" means that certain Plan Support Agreement by and among the Debtors and the Supporting Creditors, dated as of March 23, 2016.

1.123 "**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.

1.124 "**Other Secured Claim**" means any Secured Claim other than the following: (a) a DIP Facility Claim, (b) a Prepetition Credit Agreement Secured Claim, (c) a Hedging Agreement Secured Claim or (d) a Statutory Lien Claim.

1.125 "**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.

1.126 "**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.

1.127 "**Periodic Distribution Date**" means such Business Days after the Initial Distribution Date selected by the Reorganized Debtors in their reasonable discretion for making distributions under this Plan.

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

1.129 "**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.

1.130 "**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 retained Causes of Action, if any, (c) the Administrative Claim Request Form, (d) to the extent known, the New Holdings Board and the New Ryckman Board, (e) a summary of terms for the Exit Facility, (f) the Creditor Trust Agreement, and (g) other Exhibits and documents relevant to the implementation of the Plan.

1.131 "**Plan Supplement Filing Date**" means the date on which the Plan Supplement shall be filed with the Bankruptcy Court, which 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.

1.132 "**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 Approval Order; (d) the Exit Facility Credit Agreement and any documentation or

agreements relating thereto; (e) the New Notes and any documentation or agreements relating thereto; (f) any documentation or agreements relating to the Class 5-A Value Sharing Rights; (g) the New Corporate Governance Documents; (h) the Creditor Trust Agreement and (i) all other documents that will comprise the Plan Supplement.

1.133 "**Prepetition Agent**" means ING Capital LLC, in its capacity as administrative agent pursuant to the Prepetition Credit Agreement and other Prepetition Loan Documents.

1.134 "**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.

1.135 "**Prepetition Credit Agreement Claims**" means, collectively, the Prepetition Credit Agreement Deficiency Claims and the Prepetition Credit Agreement Secured Claims.

1.136 "**Prepetition Credit Agreement Deficiency Claims**" means the Claims of the Prepetition Lenders arising under the Prepetition Credit Agreement that are not Secured Claims.

1.137 "**Prepetition Credit Agreement New Notes**" means the notes to be issued by Reorganized Ryckman to the Holders of Prepetition Credit Agreement Secured Claims (as may be assigned as part of the Tranche B Lender Consideration), on or after the Effective Date, which (i) shall be secured by Liens on substantially all of the assets of the Reorganized Debtors, which Liens will be junior in priority to the Lien securing the Exit Facility and (to the extent applicable) the Liens securing the Statutory Lien New Notes, and subject to the Class 5-A Value Sharing Rights, (ii) shall have the various tranches and terms set forth in this Plan and the Plan Supplement, (iii) shall be subject to the New AAL and the New Disbursement Agreement, (iv) shall be subject to an unlimited guaranty by Reorganized Holdings that is secured by a Lien on all assets of Reorganized Holdings, and (v) shall contain the performance covenants set forth on Exhibit 1.

1.138 "**Prepetition Credit Agreement Secured Claims**" means the Secured Claims of the Prepetition Lenders arising under the Prepetition Credit Agreement, including, without limitation, the Tranche A Completion Loan Upfront Fee, the Tranche A Completion Loan Expenses, the Tranche B Completion Loan Upfront Fee, the Tranche B Completion Loan Expenses, the Term Loan Upfront Fee, and the Term Loan Expenses.

1.139 "**Prepetition Lenders**" shall mean the lenders under the Prepetition Credit Agreement.

1.140 "**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.

1.141 "**Priority Tax Claim**" means a Claim of a Governmental Unit entitled to priority under Bankruptcy Code section 507(a)(8).

1.142 "**Pro Rata**" means the proportion that an Allowed Claim or Allowed Interest in a particular Class or subclass bears to the aggregate amount of Allowed Claims or Allowed Interests in that Class or subclass, or the proportion that Allowed Claims or Allowed Interests in a particular Class or subclass bear to the aggregate amount of Allowed Claims or Allowed Interests in a particular Class or subclass and other Classes or subclasses entitled to share in the same recovery as such Allowed Claim or Allowed interests under this Plan.

1.143 "**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.

1.144 "**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.

1.145 "**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.

1.146 "**Proof of Claim**" means a proof of Claim filed against any of the Debtors in the Chapter 11 Cases.

1.147 "**Reclamation Claim**" means any Claim for the reclamation of goods delivered to the Debtors asserted under Bankruptcy Code section 546(c).

1.148 "**Reinstated**" or "**Reinstatement**" means (a) leaving unaltered the legal, equitable, and contractual rights to which a Claim entitles the Claim Holder so as to leave such Claim Unimpaired in accordance with Bankruptcy Code section 1124, or (b) notwithstanding any contractual provision or applicable law that entitles the Claim Holder to demand or receive accelerated payment of such Claim after the occurrence of a default, (i) curing any such default that occurred before or after the Petition Date, other than a default of a kind specified in Bankruptcy Code section 365(b)(2); (ii) reinstating the maturity of such Claim as such maturity existed before such default; (iii) compensating the Claim Holder for any damages incurred as a result of any reasonable reliance by such Claim Holder on such contractual provision or such applicable law; and (iv) not otherwise altering the legal, equitable, or contractual rights to which such Claim entitles the Claim Holder; provided, however, that any contractual right that does not pertain to the payment when due of principal and interest on the obligation on which such Claim is based, including, but not limited to, financial covenant ratios, negative pledge covenants, covenants, or restrictions on merger or consolidation, "going dark" provisions, and affirmative covenants regarding corporate existence prohibiting certain transactions or actions contemplated by this Plan, or conditioning such transactions or actions on certain factors, shall not be required to be cured or reinstated in order to accomplish Reinstatement.

1.149 "**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.

1.150 "**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.

1.151 "**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 Supporting Creditors; (h) the Creditors' Committee and each of its members; (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.

1.152 "**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, 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) through (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.

1.153 "**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 who are dissolved pursuant to this Plan.

1.154 "**Reorganized Holdings**" means the Reorganized Debtors' parent holding company upon consummation of this Plan on the Effective Date, which will be Holdings as reorganized.

1.155 "**Reorganized Holdings LLC Agreement**" means the LLC Agreement of Reorganized Holdings, which shall set forth, among other things, the classes of units in Reorganized Holdings.

1.156 "**Reorganized Ryckman**" means the Reorganized Debtors' subsidiary operating company upon consummation of this Plan on the Effective Date, which will be Ryckman as reorganized.

1.157 "**Reorganized Ryckman LLC Agreement**" means the LLC Agreement of Reorganized Ryckman.

1.158 "**Required Consenting Parties**" means, collectively: (i) Tranche A Completion Loan Lenders holding at least two-thirds in amount of the outstanding Tranche A Completion Loans and representing more than 50% in number of the Tranche A Completion Loan Lenders; (ii) Tranche B Completion Loan Lenders holding at least two-thirds in amount of the outstanding Tranche B Completion Loans and representing more than 50% in number of the Tranche B Completion Loan Lenders; and (iii) Term Loan Lenders holding at least two-thirds in amount of the outstanding Term Loans and representing more than 50% in number of the Term Loan Lenders.

1.159 "**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.

1.160 "**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 Required Consenting Parties.

1.161 "**Scheduled**" means, with respect to any Claim, the status, priority, and amount, if any, of such Claim as set forth in the Schedules.

1.162 "**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.

1.163 "**Secondary Tranche A Completion Loans**" means $5,000,000 in principal amount of the Tranche A Completion Loans, issued pursuant to the Prepetition Credit Agreement by the Tranche A Lenders and related interest, fees, and expenses (whether or not Allowed in the Chapter 11 Cases).

1.164 "**Secondary Tranche B Completion Loans**" means $15,000,000 in principal amount of the Tranche B Completion Loans issued pursuant to the Prepetition Credit Agreement by the Tranche B Lender and related interest, fees, and expenses (whether or not Allowed in the Chapter 11 Cases).

1.165 "**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.

1.166 "**Secured Claim**" means a Claim (i) 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), including the Prepetition Credit Agreement Secured Claims, Hedging Agreement Secured Claims, Other Secured Claims, and Statutory Lien Claims or (ii) subject to a valid right of setoff pursuant to Bankruptcy Code section 553.

1.167 "**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.

1.168 "**Senior New Notes**" means, collectively, the Series A-1 Senior Notes, Series A-2 Senior Notes, and the Series B Senior Notes.

1.169 "**Series A-1 Preferred Units**" means a class of preferred units in Reorganized Holdings with a first priority liquidation preference equal to the amount of DIP Loan obligations actually funded by the DIP Lenders, which shall accrue a quarterly dividend preference return of 12% per annum.

1.170 "**Series A-1 Senior Notes**" means a tranche of Prepetition Credit Agreement New Notes, which (i) shall be secured by a Lien and security interest in all of the Reorganized Debtors' assets, junior to the Lien in favor of the Exit Facility and (to the extent applicable) the Statutory Lien New Notes, pari passu with the Series A-2 Senior Notes and Series B Senior Notes, and subject to the Class 5-A Value Sharing Rights, (ii) shall bear interest at LIBOR + 8.0% per annum which shall be payable in cash or in kind, (iii) shall have a maturity date of four years after the Effective Date, and (iv) shall have the other terms set forth in the Plan Supplement.

1.171 "**Series A-2 Preferred Units**" means a class of preferred units in Reorganized Holdings with a second priority liquidation preference of up to $56.6 million.

1.172 "**Series A-2 Senior Notes**" means a tranche of Prepetition Credit Agreement New Notes, which (i) shall be secured by a Lien and security interest in all of the Reorganized Debtors' assets, junior to the Lien in favor of the Exit Facility and (to the extent applicable) the Statutory Lien New Notes, pari passu with the Series A-1 Senior Notes and Series B Senior Notes, and subject to the Class 5-A Value Sharing Rights, (ii) shall bear interest at LIBOR + 12.0% per annum which shall be payable in cash or in kind, (iii) shall have a maturity date of four years after the Effective Date, and (iv) shall have the other terms set forth in the Plan Supplement.

1.173 "**Series A-3 Preferred Units**" means a class of preferred units in Reorganized Holdings with a third priority liquidation preference equal to the amount of Term Loan obligations (including the Term Loan Upfront Fee, the Term Loan Expenses, and accrued unpaid interest through the Effective Date, whether or not Allowed in the Chapter 11 Cases) after

deducting the liquidation preference amounts of the Series A-1 Preferred Units and Series A-2 Preferred Units.

1.174 "**Series A Junior Notes**" means a tranche of Prepetition Credit Agreement New Notes, which (i) shall be secured by a Lien and security interest in all of the Reorganized Debtors' assets, junior to the Liens in favor of the Exit Facility, (to the extent applicable) the Statutory Lien New Notes, and the Senior New Notes, pari passu with the Hybrid New Notes and the Series B Junior Notes, and subject to the Class 5-A Value Sharing Rights, (ii) shall bear interest at LIBOR + 12.0% per annum which shall be payable in cash or in kind, (iii) shall have a maturity date of four years after the Effective Date, and (iv) shall have the other terms set forth in the Plan Supplement.

1.175 "**Series B Junior Notes**" means a tranche of Prepetition Credit Agreement New Notes, which (i) shall be secured by a Lien and security interest in all of the Reorganized Debtors' assets, junior to the Liens in favor of the Exit Facility, (to the extent applicable) the Statutory Lien New Notes, and the Senior New Notes, pari passu with the Hybrid New Notes and the Series A Junior Notes, and subject to the Class 5-A Value Sharing Rights, (ii) shall bear interest at LIBOR + 12.0% per annum which shall be payable in cash or in kind, (iii) shall have a maturity date of four years after the Effective Date, and (iv) shall have the other terms set forth in the Plan Supplement.

1.176 "**Series B Senior Notes**" means a tranche of Prepetition Credit Agreement New Notes, which (i) shall be secured by a Lien and security interest in all of the Reorganized Debtors assets, junior to the Lien in favor of the Exit Facility and (to the extent applicable) the Statutory Lien New Notes, pari passu with the Series A-1 Senior Notes and the Series A-2 Senior Notes, and subject to the Class 5-A Value Sharing Rights, (ii) shall bear interest at LIBOR + 8.0% per annum which shall be payable in cash or in kind, (iii) shall have a maturity date of four years after the Effective Date, and (iv) shall have the other terms set forth in the Plan Supplement.

1.177 "**Statutory Lien Claim**" means any Secured Claim against the Debtors senior in priority to the Prepetition Secured Claims and secured by a valid, non-avoidable Lien arising by statute, including pursuant to the Revised Wyoming Statutory Lien Act, W.S. §§ 29-1-103 through 29-10-106.

1.178 "**Statutory Lien New Notes**" means the notes to be issued by Reorganized Ryckman to the Holders of Allowed Class 1-B Statutory Lien Claims who elect to receive such notes, which (i) shall be secured by a Lien and security interest in the same assets of the Reorganized Debtors as secured the Allowed Class 1-B Statutory Lien Claim, junior to the Lien in favor or the Exit Facility and senior to the Liens in favor of the Prepetition Credit Agreement New Notes, (ii) shall bear interest at 3% payable in kind, and (iii) shall have a maturity date of six years after the Effective Date.

1.179 "**Statutory UST Fees**" means statutory fees payable pursuant to section 1930 of title 28 of the United States Code.

1.180 "**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.

1.181 "**Supporting Creditors**" means ING Capital LLC, in its capacity as a lender under the Prepetition Credit Agreement and the other lenders party to the Amended and Restated Plan Support Agreement.

1.182 "**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.

1.183 "**Tax Distributions**" means distributions made by the Reorganized Debtors to holders of membership units in the Reorganized Debtors to satisfy income taxes associated with any allocated taxable income to holders of such membership interests.

1.184 "**Term Loan Claim**" means the Claim of a Term Loan Lender in the amount of Term Loan principal provided by such Lender plus the accrued but unpaid interest thereon through the Effective Date (whether or not Allowed in the Chapter 11 Cases).

1.185 "**Term Loan Expenses**" means the pre-Effective Date expenses of Term Loan Lenders that are payable or reimbursable to such Lenders pursuant to section 13.03 of the Prepetition Credit Agreement.

1.186 "**Term Loan Lenders**" means the institutions party from time to time as "Lenders" to the Prepetition Credit Agreement who provided the Term Loans.

1.187 "**Term Loan Upfront Fee**" means the upfront fee as set forth in section 2.03(c)(i) in the Prepetition Credit Agreement.

1.188 "**Term Loans**" means the $160,000,000 in principal amount of term loans outstanding under the Prepetition Credit Agreement provided by the Term Loan Lenders and related interest, fees, and expenses (whether or not Allowed in the Chapter 11 Cases).

1.189 "**Tertiary Tranche B Completion Loan**" means $25,000,000 in principal amount of Tranche B Completion Loans issued pursuant to the Prepetition Credit Agreement by the Tranche B Lender and related interest, fees, and expenses (whether or not Allowed in the Chapter 11 Cases).

1.190 "**Tranche A Completion Loan Expenses**" means the pre-Effective Date expenses of Tranche A Completion Loan Lenders that are payable or reimbursable to such Lender pursuant to section 13.03 of the Prepetition Credit Agreement.

1.191 "**Tranche A Completion Loan Lenders**" means lenders who provided the Tranche A Completion Loans.

1.192 "**Tranche A Completion Loan Principal Claim**" means a Claim of a Tranche A Completion Loan Lender in the principal amount of Tranche A Completion Loans provided by such Lender.

1.193 "**Tranche B Completion Loan Upfront Fee**" means the upfront fee as set forth in section 2.03(c)(ii) in the Prepetition Credit Agreement.

1.194 "**Tranche A Completion Loans**" means, collectively, the Initial Tranche A Completion Loans and the Secondary Tranche A Completion Loans.

1.195 "**Tranche B Completion Loans**" means, collectively, the Initial Tranche B Completion Loans, the Secondary Tranche B Completion Loans, and the Tertiary Tranche B Completion Loans.

1.196 "**Tranche B Completion Loan Expenses**" means the pre-Effective Date expenses of Tranche B Completion Loan Lenders that are payable or reimbursable to such Lenders pursuant to section 13.03 of the Prepetition Credit Agreement.

1.197 "**Tranche B Completion Loan Lender**" means the lender who provided the Tranche B Completion Loans.

1.198 "**Tranche B Completion Loan Upfront Fee**" means the upfront fee as set forth in section 2.03(c)(iii) in the Prepetition Credit Agreement.

1.199 "**Tranche B Lender Consideration**" means the consideration initially received or receivable by the Tranche B Completion Loan Lender and waived or assigned by the Tranche B Completion Loan Lender to (i) partially reimburse the Reorganized Debtors for the Convenience Claim Pool and (ii) provide for the Class 5-A Upfront Fee Consideration, the Class 5-A New Notes, and the Class 5-A Preferred Units, as further described in Article 6.3(b).

1.200 "**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.

1.201 "**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.

1.202 "**Unimpaired**" means, with respect to a Class of Claims or Interests, a Class of Claims or Interests that is not Impaired.

1.203 "**Unsecured Claim**" means any Claim that is not an Administrative Claim, DIP Facility Claim, Priority Tax Claim, Other Secured Claim, Statutory Lien Claim, Other Priority Claim, Prepetition Credit Agreement Secured Claim, Prepetition Credit

Agreement Deficiency Claim, Hedging Agreement Secured Claim, Hedging Agreement Deficiency Claim, Intercompany Claim, or Subordinated Claim.

1.204 "**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].

1.205 "**Voting Deadline**" means September 1, 2016, at 4:00 p.m. prevailing Pacific time.

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" refer to this Plan in its entirety rather than to a particular portion of this Plan; (g) captions and headings to 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 limited liability company or alternative 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. 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, 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, Cash equal to the unpaid portion of such Allowed Administrative Claim either (a) on the later of (x) the Initial Distribution Date; or (y) the first Periodic Distribution Date occurring after the later of (i) 30 days after the date when an Administrative Claim becomes an Allowed Administrative Claim or (ii) 30 days after the date when an Administrative Claim becomes payable pursuant to any agreement between the Debtors (or the Reorganized Debtors) and the Holder of such Administrative Claim; or (b) if the Allowed Administrative Claim is an Ordinary Course Administrative Claim, in the ordinary course of business in accordance with the terms and conditions of the particular transaction giving rise to such Allowed Administrative Claims, without any further action by the Holders of such Allowed Administrative Claims; provided, however, that other than Holders of (i) a Professional Claim, (ii) an Administrative Claim Allowed by an order of the Bankruptcy Court on or before the Effective Date, or (iii) an Ordinary Course Administrative Claim that is not Disputed, the Holder of any Administrative Claim 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. On the Effective Date, in full and final satisfaction, settlement, release, and discharge of and in exchange for each and every DIP Facility Claim, the DIP Facility Claims shall convert into the Exit Facility pursuant to the terms of the Exit Facility Credit Agreement.

2.3 Professional Claims.

(a) Final Fee Applications. All final requests for payment of Professional Claims and requests for reimbursement of expenses of members of the Creditors' Committee must be filed no later than 45 days after the Effective Date. 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) Payment of Interim Amounts. Subject to the Holdback Escrow Amount, on the Effective Date, the Reorganized Debtors shall pay all amounts owing to Professionals for all outstanding amounts billed relating to prior periods through the Effective Date as to which no objection has been filed and for which the objection period under the Professional Fee Order has expired. If any objections to such amounts sought are received by a Professional, no payments shall be made to such Professional on account of fees or expenses subject to such objection unless and until such fees or expenses are allowed by a Final Order of the Bankruptcy Court. 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 Creditor Trustee), and all rights of the Debtors, the DIP Agent, and the Creditors' Committee (and after the Effective Date, the Creditor Trustee) to object to final allowance of Professionals' fees and expenses are reserved. All estimated fees and expenses submitted by the Professionals shall be added to the Holdback Escrow Account.

(c) Holdback Escrow Account. On the Effective Date, the Reorganized Debtors shall fund the Holdback Escrow Account with Cash equal to the aggregate Holdback Escrow Amount for all Professionals. 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(c). 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 Reorganized Debtors.

(d) Post-Effective Date Retention. Upon 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 reasonable 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. On the later of (a) the Initial Distribution Date or (b) the first Periodic Distribution Date occurring after the later of (i) 30 days after the date when a Priority Tax Claim becomes an Allowed Priority Tax Claim or (ii) 30 days after the date when a Priority Tax Claim becomes payable pursuant to any agreement between the Debtors (or the Reorganized Debtors) and the Holder of such Priority Tax Claim, except to the extent that the Debtors (or Reorganized Debtors) 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: (x) Cash in an amount equal to the amount of such Allowed Priority Tax Claim, (y) Cash in an amount agreed to by the Debtors (or the Reorganized Debtors) 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 (z) at the sole option of the Reorganized Debtors, Cash in the aggregate amount of such Allowed Priority Tax Claim payable in installment payments over a period of not more than five (5) 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.

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
1A	Other Secured Claims	Unimpaired	Presumed to Accept
1B	Statutory Lien Claims	Impaired	Entitled to Vote
2	Other Priority Claims	Unimpaired	Presumed to Accept
3A-3H	Prepetition Credit Agreement Secured Claims and Hedging Agreement Secured Claims	Impaired	Entitled to Vote
4	Prepetition Credit Agreement Deficiency Claims and Hedging Agreement Deficiency Claims	Impaired	Deemed to Reject
5A	General Unsecured Claims	Impaired	Entitled to Vote
5B	Convenience Claims	Impaired	Entitled to Vote
6	Intercompany Claims	Impaired	Deemed to Reject
7	Subordinated Claims	Impaired	Deemed to Reject
8	Interests	Impaired	Deemed to Reject

ARTICLE IV

PROVISIONS FOR TREATMENT OF CLAIMS AND INTERESTS

4.1 Class 1 – Other Secured Claims and Statutory Lien Claims.

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

(b) Treatment:

(i) *Subclass 1-A* – Other Secured Claims

Except as otherwise provided in and subject to Article 9.4 of this Plan, and except to the extent that a Holder of an Allowed Class 1-A 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-A Claim, each such Holder of an Allowed Class 1-A Claim shall, at the election of the Debtors or the Reorganized Debtors (with the approval of the Required Consenting Parties), as applicable:

(1) have its Allowed Class 1-A Claim Reinstated and rendered Unimpaired on the Effective Date in accordance with Bankruptcy Code section 1124(2), notwithstanding any contractual provision or applicable non-bankruptcy law that entitles the Holder of an Allowed Class 1-A Claim to demand or receive payment of such Allowed Class 1-A Claim prior to the stated maturity of such Allowed Class 1-A Claim from and after the occurrence of a default;

(2) be paid in full in Cash or Cash equivalents in an amount equal to such Allowed Class 1-A Claim, including postpetition interest, if any, on such Allowed Class 1-A Claim required to be paid pursuant to Bankruptcy Code section 506, on the later of (a) the Initial Distribution Date or (b) the first Periodic Distribution Date occurring after the later of, (i) 30 days after the date when a Class 1-A Claim becomes an Allowed Class 1-A Claim or (ii) 30 days after the date when a Class 1-A Claim becomes payable pursuant to any agreement between the Debtors (or the Reorganized Debtors) and the Holder of such Class 1-A Claim; or

(3) receive the collateral securing its Allowed Class 1-A Claim free and clear of Liens, Claims, and encumbrances on the later of (a) the Initial Distribution Date or (b) the first Periodic Distribution Date occurring after the later of, (i) 30 days after the date when a Class 1-A Claim becomes an Allowed Class 1-A Claim or (ii) 30 days after the date when a Class 1-A Claim becomes payable pursuant to any agreement between the Debtors (or the Reorganized Debtors) and the Holder of such Class 1-A Claim, provided that such collateral, as of the day prior to the Effective Date, was property of the Estates.

(ii) *Subclass 1-B* – Statutory Lien Claims

Except as otherwise provided in and subject to Article 9.4 of this Plan, and except to the extent that a Holder of an Allowed Class 1-B 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-B Claim, each such Holder of an Allowed Class 1-B Claim shall, at the election of the Holder of such Allowed Class 1-B Claim, as applicable:

(1) waive the Lien securing its Allowed Class 1-B Claim, have such Claim treated as a Class 5-B Convenience Claim (and to the extent the Allowed amount of such Class 1-B Claim exceeds $1,000,000, have the Allowed amount reduced to $1,000,000), and receive the treatment set forth below for Holders of Class 5-B Convenience Claims;

(2) waive the Lien securing its Allowed Class 1-B Claim, have such Claim treated as a Class 5-A General Unsecured Claim, and receive the treatment set forth below for Holders of Class 5-A General Unsecured Claims; or

(3) receive on the later of (i) Effective Date of the Plan or (ii) the first Periodic Distribution Date occurring at least 30 days after the date such Class 1-B Claim becomes an Allowed Class 1-B Claim, Statutory Lien New Notes in an amount equal to the amount of its Allowed Class 1-B Claim.

The treatment of Holders of purported Class 1-B Statutory Lien Claims will be unaffected should such Holders make an election under Bankruptcy Code section 1111(b), because such Claims are either fully secured or wholly unsecured.

Nothing in this Article 4.1 or elsewhere in this Plan shall preclude the Debtors or the Reorganized Debtors, as applicable, from challenging the validity of any alleged Lien on any asset of the Debtors or the value of the property that secures any alleged Lien.

(c) Voting:

(i) Class 1-A is Unimpaired, and Holders of Class 1-A Claims are conclusively presumed to have accepted this Plan pursuant to Bankruptcy Code section 1126(f). Therefore, Holders of Class 1-A Claims are not entitled to vote to accept or reject this Plan.

(ii) Class 1-B is Impaired and Holders of Allowed Class 1-B Claims are entitled to vote to accept or reject this Plan. The vote of a Holder of a Class 1-B Claim that elects treatment in a different Class on its Ballot shall have its vote counted in the Class into which it elects.

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 9.4 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 such 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 (i) the Effective Date and (ii) 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 – Prepetition Credit Agreement Secured Claims and Hedging Agreement Secured Claims.

(a) Classification: Class 3 consists of all Prepetition Credit Agreement Secured Claims and all Hedging Agreement Secured 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, on or as soon as

reasonably practicable after the Effective Date, each Holder of an Allowed Class 3 Claim shall receive on account of such Class 3 Claim (i) the Prepetition Credit Agreement New Notes and (ii) the New Holdings Equity, which shall be provided in accordance with the treatment set forth for the Class 3 subclasses, as set forth below. The New Disbursement Agreement and the New AAL will provide for the payment of the Tranche A Completion Loan Upfront Fees, the Tranche A Completion Loan Expenses, the Tranche B Completion Loan Upfront Fee, and the Tranche B Completion Loan Expenses, without interest thereon, on a pari passu basis, prior to any payment of principal or interest on any Prepetition Credit Agreement New Notes.

(i) *Subclass 3-A* - Secondary Tranche A Completion Loan Secured Claims

Holders of Allowed Secured Claims on account of Secondary Tranche A Completion Loans shall receive Series A-1 Senior Notes in an amount equal to the original principal amount of the Secondary Tranche A Completion Loans, plus accrued unpaid interest on such loans through the Effective Date of the Plan.

(ii) *Subclass 3-B* – Tertiary Tranche B Completion Loan Secured Claims

Holders of Allowed Secured Claims on account of Tertiary Tranche B Completion Loans shall receive the Series B Senior Notes in an amount equal to the original principal amount of the Tertiary Tranche B Completion Loans, plus accrued unpaid interest on such loans through the Effective Date of the Plan, including the Tranche B Lender Consideration.

(iii) *Subclass 3-C* – Initial Tranche A Completion Loan Secured Claims

Holders of Allowed Secured Claims on account of any principal of, and accrued unpaid interest through the Effective Date of the Plan on, Initial Tranche A Completion Loans shall receive Series A Junior Notes in an amount equal to such principal and accrued interest amounts.

(iv) *Subclass 3-D* – Secondary Tranche B Completion Loan Secured Claims

Holders of Allowed Secured Claims on account of Secondary Tranche B Completion Loans shall receive the Series B Junior Notes in an amount equal to the original principal amount of the Secondary Tranche B Completion Loans, plus accrued unpaid interest on such loans through the Effective Date of the Plan, including the Tranche B Lender Consideration.

(v) *Subclass 3-E* – Initial Tranche B Completion Loan Principal Secured Claims

Holders of Allowed Secured Claims on account of Initial Tranche B Completion Loan Principal shall receive the Hybrid New Notes in an amount equal to the original principal amount of the Initial Tranche B Completion Loans.

(vi) *Subclass 3-F* – Initial Tranche B Converted Interest Secured Claims

Holders of Allowed Secured Claims for Initial Tranche B Converted Interest shall receive New Class B Preferred Units, including the Tranche B Lender Consideration, and New Class B Common Units in exchange for the Initial Tranche B Converted Interest through the Effective Date of the Plan.

(vii) *Subclass 3-G* - Term Loan Secured Claims of Tranche A Completion Loan Lenders

Holders of Allowed Secured Claims on account of Term Loans (including the Term Loan Upfront Fee and the Term Loan Expenses) who are DIP Lenders and Tranche A Completion Loan Lenders shall receive (i) Series A-2 Preferred Units based on the amount of Tranche A Completion Loan Principal Claims of each Holder after reduction (if applicable for such Holder) for the amount by which such Holder's DIP Facility Claims exceed its Junior Term Loan Claims, (ii) Series A-3 Preferred Units on a Pro Rata basis with Allowed Subclass 3-H Claims based on the amount of Term Loan Claims held by each Holder after reduction, first, for the amount of Tranche A Completion Loan Principal Claims of such Holder and, second, (if applicable for such Holder) for the amount of DIP Facility Claims (up to the total amount of Junior Term Loan Claims) of such Holder, and (iii) New Class A Common Units on a Pro Rata basis with Allowed Subclass 3-H Claims based on the amount of Term Loan Claims and Hedging Agreement Secured Claims, as applicable, held by each Holder.

(viii) *Subclass 3-H* – Other Term Loan Secured Claims and Hedging Agreement Secured Claims

Holders of Allowed Secured Claims on account of Term Loans (including the Term Loan Upfront Fee and the Term Loan Expenses) who are neither DIP Lenders nor Tranche A Completion Loan Lenders and Holders of Allowed Hedging Agreement Secured Claims shall receive (i) Series A-3 Preferred Units on a Pro Rata basis with Subclass 3-G based on the amount of Term Loan Claims and Hedging Agreement Secured Claims, as applicable, held by each Holder after reduction, first, (with respect to Holders in Subclass 3-G) for the amount of Tranche A Completion Loan Principal Claims of such Holder and, second, (with respect to Holders in Subclass 3-G) for the amount of DIP Facility Claims (up to the total amount of Junior Term Loan Claims) of such Holder, and (ii) New Class A Common Units on a Pro Rata basis with Allowed Subclass 3-G Claims based on the amount of Term Loan Claims and Hedging Agreement Secured Claims, as applicable, held by each Holder.

(c) Voting: Each Class 3 Subclass is Impaired and Holders of Allowed Class 3 Claims are entitled to vote to accept or reject this Plan. Votes of each Class 3 Subclass shall be calculated separately for each Class 3 Subclass.

4.4 Class 4 – Prepetition Credit Agreement Deficiency Claims and Hedging Agreement Deficiency Claims.

(a) Classification: Class 4 consists of all Prepetition Credit Agreement Deficiency Claims and Hedging Agreement Deficiency Claims.

(b) Treatment: Except to the extent that a Holder of an Allowed Class 4 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 4 Claim, on or as soon as reasonably practicable after the Effective Date, each Holder of an Allowed Class 4 Claim shall receive no recovery on account of its Allowed Class 4 Claim.

(c) Voting: Class 4 is Impaired, and Holders of Class 4 Claims are conclusively presumed 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 – General Unsecured Claims and Convenience Claims.

(a) Classification: Class 5 consists of all General Unsecured Claims and Convenience Claims.

(b) Treatment:

(i) *Subclass 5-A* – General Unsecured Claims

Except to the extent that a Holder of an Allowed Class 5-A Claim agrees to a less favorable treatment or elects treatment as a Convenience Claim, in full and final satisfaction, settlement, release, and discharge of and in exchange for each and every Allowed Class 5-A Claim, each Holder of an Allowed Class 5-A Claim shall receive, on the later of (a) the Effective Date or (b) the first Periodic Distribution Date occurring at least 30 days after the date when a Class 5-A Claim becomes an Allowed Claim, their Pro Rata Share of:

(1) the Class 5-A Value Sharing Rights,

(2) the Class 5-A Upfront Fee Consideration,

(3) the Class 5-A New Notes,

(4) the Class 5-A Preferred Units, and

(5) the Convenience Claim Excess Balance.

Each of clause (1)-(5) of the foregoing sentence shall be held by the Creditor Trust on behalf of the Holders of Allowed Class 5-A Claims. A chart depicting what Holders of Subclass 5-A

General Unsecured Claims may expect to receive under the Plan is attached to the Disclosure Statement as Exhibit E.

(ii) *Subclass 5-B* – Convenience Claims

Except to the extent that a Holder of an Allowed Class 5-B Claim agrees to a less favorable treatment or elects treatment as a General Unsecured Claim, in full and final satisfaction, settlement, release, and discharge of and in exchange for each and every Allowed Class 5-B Claim, each Holder of an Allowed Class 5-B Claim shall receive, on the later of (a) the Initial Distribution Date or (b) the first Periodic Distribution Date occurring at least 30 days after the date when a Class 5-B Claim becomes an Allowed Claim, Cash equal to $0.20 to Holders for each $1.00 of its Allowed Convenience Claim; provided, however, that if, after accounting for all parties' elections, distributions of $0.20 to Holders for each $1.00 of Allowed Convenience Claims would cause total distributions to exceed the Convenience Claim Pool, then recoveries to parties shall be reduced proportionately; provided, further, however, that if, after accounting for all parties' elections and making any proportionate reductions pursuant to the foregoing clause, distributions to Holders would be less than $0.175 for each $1.00 of Allowed Convenience Claims, the elections of Holders of Claims shall be disregarded from largest Allowed amount to smallest Allowed amount.

(c) Voting: Class 5 is Impaired and Holders of Allowed Class 5 Claims are entitled to vote to accept or reject this Plan. Votes of each Class 5 Subclass shall be calculated separately for each Class 5 Subclass. The votes of a Holder of a Class 5 Claim in one Subclass that elects treatment in a different Subclass on its Ballot shall have its vote counted in the Subclass into which it elects.

4.6 Class 6 – Intercompany Claims.

(a) Classification: Class 6 consists of all Intercompany Claims.

(b) Treatment: On the Effective Date, all net Class 6 Claims (taking into account any setoffs of Intercompany Claims) shall be released, waived, and discharged without payment or distribution.

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

4.7 Class 7 – Subordinated Claims.

(a) Classification: Class 7 consists of all Subordinated Claims.

(b) Treatment: Holders of Class 7 Claims shall not receive any distributions on account of such Class 7 Claims, and on the Effective Date all Class 7 Claims shall be released, waived, and discharged.

(c) Voting: Class 7 is Impaired, and Holders of Class 7 Claims are deemed to have rejected this Plan pursuant to Bankruptcy Code section 1126(g). Therefore, Holders of Class 7 Claims are not entitled to vote to accept or reject this Plan.

4.8 Class 8 – Interests.

(a) Classification: Class 8 consists of all Interests.

(b) Treatment: On the Effective Date, Class 8 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 8 Interests shall not receive or retain any property or interests on account of such Class 8 Interest.

(c) Voting: Class 8 is Impaired, and Holders of Class 8 Interests are deemed to have rejected this Plan pursuant to Bankruptcy Code section 1126(g). Therefore, Holders of Class 8 Interests are not entitled to vote to accept or reject this Plan.

ARTICLE V

ACCEPTANCE

5.1 Classes Entitled to Vote. Classes 1-B, 3-A, 3-B, 3-C, 3-D, 3-E, 3-F, 3-G, 3-H, 5-A, and 5-B are Impaired and are entitled to vote to accept or reject this Plan. By operation of law, Classes 1-A and 2 are Unimpaired and are deemed to have accepted this Plan and, therefore, are not entitled to vote. By operation of law, Classes 4, 6, 7, and 8 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. The Prepetition Credit Agreement Claims are hereby Allowed in the amount of $335,628,099.66.

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. Distributions under this Plan, and the Reorganized Debtors' operations post-Effective Date will be funded from the following sources:

(a) Conversion of DIP Facility to Exit Facility. On the Effective Date, in full and final satisfaction, settlement, release, and discharge of and in exchange for each and every DIP Facility Claim, the DIP Facility Claims shall convert into the Exit Facility pursuant to the terms of the Exit Facility Credit Agreement. In consideration for the agreement of each DIP Lender to convert its DIP Facility Claims into the Exit Facility, on the Effective Date:

(i) All Series A Junior Notes issued in respect of Initial Tranche A Completion Loan Claims to DIP Lenders that are also holders of Allowed Secured Claims arising from Initial Tranche A Completion Loans shall automatically be converted into Series A-2 Senior Notes in an amount, with respect to each Holder, equal to the principal amount of DIP Loans provided by such Holder that is a DIP Lender. Upon such conversion, the respective pro-rata shares of remaining, non-converted Series A Junior Notes shall be computed based upon the amount of Series A Junior Notes outstanding following the conversion of such Series A Junior Notes held by DIP Lenders contemplated in this Section; and

(ii) the Reorganized Debtors shall issue to each DIP Lender that is also an Exit Lender Series A-1 Preferred Units. Such Series A-1 Preferred Units shall be issued to, and allocated among, the Exit Lenders on a Pro Rata Basis based on the principal amount of DIP Loans held by each Exit Lender, prior to the conversion to the Exit Facility. The Series A-1 Preferred Units issued to the Exit Lenders shall (a) reduce the amount of Series A-3 Preferred Units issued to such Exit Lender pursuant to its treatment under Subclass 3-G on a dollar for dollar basis, and (b) if all Series A-3 Preferred Units are exhausted, shall then reduce the amount of Series A-2 Preferred Units issued to such Exit Lender pursuant to its treatment under Subclass 3-G on a dollar for dollar basis.

(b) Exit Facility. On the Effective Date, the Reorganized Debtors shall enter into the Exit Facility, the final form and substance of which shall be acceptable to the Reorganized Debtors and the Exit Lenders. Confirmation shall be deemed approval of the Exit Facility (including the transactions contemplated thereby, such as any supplementation or syndication of the Exit Facility, and all actions to be taken, undertakings to be made, and obligations to be incurred by the Reorganized Debtors in connection therewith, including the payment of all fees, indemnities, and expenses provided for therein) and authorization for the Reorganized Debtors to enter into and execute the Exit Facility and such other documents as the Exit Lenders may reasonably require to effectuate the treatment afforded to such lenders pursuant to the Exit Facility, subject to such modifications as the Reorganized Debtors (with the consent of the Exit Lenders) may deem to be reasonably necessary to consummate such Exit Facility.

(c) Tranche B Lender Consideration. On the Effective Date, the Tranche B Lender shall provide the Tranche B Lender Consideration. The Tranche B Lender Consideration shall be comprised of: (i) the Tranche B Completion Loan Lender's waiver of its rights to the Series B Junior Notes that it would otherwise receive on account of $900,000 of its Secondary Tranche B Completion Loan prepetition interest, in order to partially reimburse the Reorganized Debtors for the Convenience Claims Pool and (ii) the Tranche B Completion Loan Lender's assignment to the Creditor Trust of (1) 50% of the Tranche B Completion Loan Upfront Fee that it would otherwise receive pursuant to the New AAL and the New Disbursement Agreement, (2) the Series B Senior Notes that it would otherwise receive pursuant to Article 4.3(b)(ii) of the Plan on account of 50% of all pre-Effective Date interest on its Tertiary Tranche B Completion Loan Secured Claims, (3) the Series B Junior Notes that it would otherwise receive pursuant to Article 4.3(b)(v) of the Plan on account of 50% of all pre-Effective Date interest on its Secondary Tranche B Completion Loan Secured Claims, and (4) the New Class B Preferred Units that it would otherwise receive pursuant to Article 4.3(b)(vii) of the Plan on account of 50% of its Initial Tranche B Converted Interest.

(d) Other Plan Funding. Other than as set forth in Article 6.3(a) and (b) 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 Notes.

(a) On or as soon as reasonably practicable after the Effective Date, Reorganized Ryckman shall issue the Prepetition Credit Agreement New Notes (which shall be subject to the New AAL and the New Disbursement Agreement), the terms of which are summarized in this Plan and the Plan Supplement, and the final form of which shall be acceptable to the Reorganized Debtors and the Required Consenting Parties.

(b) To the extent any Holder of an Allowed Class 1-B Claim so elects, Reorganized Ryckman shall issue the Statutory Lien New Notes on the later of (i) the Effective Date or (ii) within 30 days after a Class 1-B Claim becomes an Allowed Claim. The terms of the Statutory Lien New Notes are summarized in this Plan and the Plan Supplement, and the final

form of such Statutory Lien New Notes shall be acceptable to the Reorganized Debtors and the Required Consenting Parties.

(c) The Reorganized Debtors are authorized to issue the New Notes without the need for any further corporate action or without any further action by the Debtors or the Reorganized Debtors, as applicable.

6.5 Authorization and Issuance of New Holdings Equity and New Ryckman Common Units.

(a) On the Effective Date, Reorganized Holdings shall authorize and issue the New Holdings Equity, which shall include any New Common Units and any New Preferred Units in accordance with this Plan (including the Plan Supplement) and Reorganized Ryckman shall authorize and issue the New Ryckman Common Units. Distribution of New Holdings Equity and the New Ryckman Common Units hereunder shall constitute issuance of 100% of the New Holdings Equity and 100% of the New Ryckman Common Units, respectively, and shall be deemed issued on the Effective Date. The issuance of New Holdings Equity by Reorganized Holdings, including options for the purchase thereof or other equity awards, if any, providing for the issuance of New Common Units, and the issuance of New Ryckman 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) All of the membership units of New Holdings Equity and New Ryckman Common Units issued pursuant to this Plan shall be duly authorized, validly issued, fully paid, and non-assessable, and the holders of New Preferred Units and New Common Units shall not be required to execute the New LLC Agreements before receiving their respective distributions of New Preferred Units and New Common Units under this Plan. Any such Entities who do not execute the New LLC Agreements shall be automatically deemed to have accepted the terms of the New LLC Agreements (in their capacity as membership unit holders of Reorganized Holdings) and to be parties thereto without further action. The New LLC Agreements 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 Preferred Units and New Common Units shall be bound thereby.

(c) On the Effective Date, none of the New Holdings Equity or New Ryckman 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 Securities and Exchange Act of 1934 as amended (the "Exchange Act"), 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 Holdings Equity and the New Ryckman 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.

6.6 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 (i) 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, (ii) the restrictions, if any, on the transferability of such Securities and instruments in the governing documents to such Securities, and (iii) 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.

6.7 Cancellation of 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 Credit Facilities, (b) the Old AAL, (c) the Old Disbursement Agreement, and (d) Interests, and the obligations in any way related thereto (including the foregoing items (a), (b), (c), and (d)) shall be fully satisfied, released, and discharged.

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 Articles 6.9, 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 6.12 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 and Peregrine Rocky Mountains 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 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; (ii) 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; (iii) 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; (iv) the cancellation of membership units and warrants; and (v) 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. The anticipated post-Effective Date structure of the Reorganized Debtors shall be a holding company and operating company structure, with the operating assets of the Debtors held by the operating company, Reorganized Ryckman, which shall be wholly owned by the holding company, Reorganized Holdings, which shall hold the equity of Reorganized Ryckman. On the Effective Date, Peregrine Midstream and Peregrine Rocky Mountains shall be deemed dissolved under applicable state law (by merger with and into Reorganized Holdings 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, the Reorganized Debtors, or the

Disbursement Agent, 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. Until entry of a final decree closing all of the Chapter 11 Cases, the closing of the Chapter 11 Cases of the Debtors other than Ryckman under this Article 6.12 shall be for procedural purposes and for purposes of calculating fees payable under section 1930 of title 28 of the United States Code only, and shall not prejudice the rights of any Creditor with respect to such Debtors or their Estates.

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 LLC or other comparable alternative law, as applicable, and their certificates of formation and LLC 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 Holdings Board and the New Ryckman Board shall be appointed. On and after the Effective Date, each manager or officer of the Reorganized Debtors 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 stockholders, Creditors, or directors 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 Holdings Board and the New Ryckman Board, (iii) the issuance and distribution of New Holdings Equity (comprised of the New Preferred Units and the New Common Units) and New Ryckman Common Units, (iv) entry into the Exit Facility, (v) entry into and issuance of the New Notes, (vi) issuance of the Class 5-A Value Sharing Rights, (vii) creation of the Creditor Trust and provision of the Creditor Trust Assets, (viii) the dissolution of Peregrine Midstream and Peregrine Rocky Mountains, and (ix) all other actions contemplated by this Plan (whether to occur before, on, or after the Effective Date).

(b) (i) Reorganized Holdings 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 Holdings 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 Holdings; (iii) Reorganized Holdings 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; and (iv) Reorganized Holdings shall bear and be responsible for any taxes imposed directly on the Debtors.

6.16 Effectuating Documents; Further Transactions. On and after the Effective Date, the Reorganized Debtors, and the officers thereof and members of the New Holdings Board and 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 agreement 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 the list of "Assumed Executory Contracts and Unexpired Leases" contained in the Plan Supplement in accordance with Article 7.1 of his 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; provided, however, that to enter into or to obtain the benefits of any such employment agreement, such executive officer must contractually waive and release all pre-existing claims, including those arising from pre-existing employment, change in control, or other employment-related agreements and/or benefits under certain pre-existing compensation and benefit arrangements. 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 Holdings Board or the New Ryckman Board, as applicable.

(b) Other Incentive Plans and Employee Benefits. Unless otherwise specified in this Plan, and except in connection and not inconsistent with Article 6.17(a), on and after the Effective Date, the Reorganized Debtors shall have the sole discretion to (a) 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 7 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 (b) 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 and the Reorganized Debtors 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 Reorganized Debtors shall retain and may (but are not required to) enforce all rights to commence and pursue any and all Causes of Action that are not released pursuant to Article 6.18(a) or Article 10.4 or exculpated pursuant to Article 10.6 of this Plan or an order of the Bankruptcy Court, whether arising before or after the Petition Date, including any actions or categories of actions specifically enumerated in a list of retained Causes of Action contained in the Plan Supplement, and such Causes of Action are preserved and shall vest in the Reorganized Debtors as of the Effective Date. The Reorganized Debtors, in their 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 Reorganized Debtors or any successors may pursue such litigation claims in accordance with the best interests of the Reorganized Debtors 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 Reorganized Debtors will not pursue any and all available Causes of Action against them. The Debtors and the Reorganized Debtors 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 Reorganized Debtors 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 and the Reorganized Debtors, 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 of the Bankruptcy Code shall be automatically terminated, and funds therein vest in the Reorganized Debtors. All deposits provided to utility providers under Bankruptcy Code section 366 shall likewise be sent to the Reorganized Debtors on the Effective Date.

ARTICLE VII

UNEXPIRED LEASES AND EXECUTORY CONTRACTS

7.1 Rejection of Executory Contracts and Unexpired Leases.

(a) Automatic Rejection. Except as otherwise provided herein, each Executory Contract and Unexpired Lease shall be deemed automatically rejected 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 Assumed Executory Contracts and Unexpired Leases contained in the Plan Supplement; (ii) has been previously assumed or rejected by the Debtors by Final Order of the Bankruptcy Court or has been assumed 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 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 slated for rejection by filing a motion to assume such Executory Contract or Unexpired Lease prior to the Effective Date, as set forth in Article 7.1(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 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 or Convenience Claims, as applicable.

(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.

7.2 Assumption of Executory Contracts and Unexpired Leases.

(a) Assumption. Except as otherwise provided herein, upon the occurrence of the Effective Date, each Executory Contract and Unexpired Lease listed on the Schedule of Assumed Executory Contracts and Unexpired Leases shall be assumed, or assumed and assigned, as applicable, and shall vest in and be fully enforceable by the Reorganized Debtors or its assignee in accordance with its terms, except as modified by the provisions of this Plan or any order of the Bankruptcy Court authorizing or providing for its assumption or applicable federal law. With respect to each such Executory Contract and Unexpired Lease listed on the Schedule of Assumed Executory Contracts and Unexpired Leases, the Debtors shall designate a proposed Cure, and the assumption of such Executory Contracts and Unexpired Leases may be conditioned upon the disposition of all issues with respect to such Cure.

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 pursuant 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 Claims 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. 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 satisfied by the Reorganized Debtors or their assignee, if any, by payment of the Cure in Cash on the later of (i) 30 days following the occurrence of the Effective Date or as soon as reasonably practicable thereafter; or (ii) for any Cure amounts subject to dispute, 30 days after the underlying Cure dispute is resolved, or on such other terms 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. 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 Bankruptcy Code section 365, or any other matter pertaining to assumption, then payment of Cure 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 3 days after the Debtors file the Schedule of Assumed Executory Contracts and Unexpired Leases (or any amendments thereof), 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, and (v) explain the process by which related disputes will be resolved by the Bankruptcy Court. 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 or the Reorganized Debtors, or the property of any of them.

(f) Cure Objections. If a proper and timely objection to the Cure Notice or proposed Cure was filed by the Cure Objection Deadline, the Cure shall be equal to (i) the amount agreed to between the Debtors or Reorganized Debtors, as applicable, and the applicable counterparty, or, (ii) 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. 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 7.2(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 or Reorganized Debtors. 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.

(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.

7.3 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, the Reorganized Debtors shall have and retain 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, 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 Reorganized Debtors 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 Reorganized Debtors 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 Reorganized Debtors 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 Reorganized Debtors 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 Reorganized Debtors 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 Reorganized Debtors' representation and adjust the claims register accordingly. The Reorganized Debtors may (but shall not be required to) to delegate responsibility for reconciling some or all of the Class 5 General Unsecured Claims against their estates to one or more third parties, which third-party delegees shall, upon express written appointment and delegation by the Reorganized Debtors, be authorized and vested with the same authority possessed by the Reorganized Debtors to administer, dispute, object, to, compromise, or otherwise resolve any Class 5 General Unsecured Claims for which reconciliation and administration responsibility has been expressly assigned to such third party, in writing, by the Reorganized Debtors. The Reorganized Debtors shall confer with the Supporting Creditors and counsel for the Creditors' Committee (or, after the Effective Date, the Creditor Trust) in order to devise an efficient and effective method for administering and reconciling Class 5 General Unsecured Claims.

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 Reorganized Debtors 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 Reorganized Debtors 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 Reorganized Debtors, or the Claims, Noticing, and Solicitation Agent acting at the direction of the Reorganized Debtors. Any claim that has been amended (by agreement between the Reorganized Debtor and the affected Creditor, or otherwise) may be adjusted on the claims register by the Reorganized Debtors, or the Claims, Noticing, and Solicitation Agent acting at the direction of the Reorganized Debtors. The Reorganized Debtors are 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 Reorganized Debtors, the Creditors' Committee before 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 Reorganized Debtors.

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 Reorganized Debtors 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 Reorganized Debtors, 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 Reorganized Debtors, 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 Reorganized Debtors 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 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 Secured Claims, Bridge Facility Claims, and DIP Facility Claims are not Disputed Claims.

8.8 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 Reorganized Debtors, 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 Reorganized Debtors, 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. Except as otherwise provided for herein or ordered by the Bankruptcy Court, distributions under this Plan shall be made on the later of (a) Initial Distribution Date or (b) on the first Periodic Distribution Date occurring after the later of, (i) 30 days after the date when a Claim is Allowed or (ii) 30 days after the date when a Claim becomes payable pursuant to any agreement between the Debtors (or the Reorganized Debtors)

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.

9.2 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 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 The Wall Street Journal, National Edition following the Effective Date.

9.3 Distribution Agent. Except as otherwise provided herein, all distributions under this Plan shall be made by the Distribution Agent, or by such other Entity designated by the Reorganized Debtors as the Distribution Agent on the Effective Date. 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 Reorganized Debtors, such entity shall be paid its reasonable fees and expenses, including the reasonable fees and expenses of its attorneys or other professionals.

9.4 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.

9.5 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 Secured Claims, Hedging Agreement Secured Claims, Prepetition Credit Agreement Deficiency Claims, Hedging Agreement Deficiency Claims, or DIP Facility Claims 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 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) 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 revert to and vest in the Reorganized Debtors free of any restrictions thereon, and to the extent such Unclaimed Distribution is New Holdings Equity, 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.

(f) De Minimis Distributions. Notwithstanding any other provision of this Plan to the contrary, the Reorganized Debtors and 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 Reorganized Debtors shall make, or cause to be made, a distribution on a Periodic Distribution Date of less than $100,000 if the Reorganized Debtors expect 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.

(g) Fractional Distributions. Notwithstanding any other provision of this Plan to the contrary, the Reorganized Debtors and the Distribution Agent shall not be required to make partial distributions or distributions of fractional membership units of New Holdings Equity, or distributions or payments of fractions of dollars. Whenever any payment or distribution of a fractional membership unit of New Holdings Equity 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.

9.6 Accrual of Dividends and Other Rights. For purposes of determining the accrual of dividends or other rights after the Effective Date, New Holdings Equity 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, the Reorganized Debtors shall not pay any such dividends or distribute such other rights, if any, until after distributions of New Holdings Equity actually take place.

9.7 Compliance Matters. In connection with this Plan, to the extent applicable, the Reorganized Debtors and 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 Reorganized Debtors and 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 Reorganized Debtors reserve 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.

9.8 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 or the Reorganized Debtors 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 or the Reorganized Debtors on account of such Claim, such Holder shall, within two weeks of receipt thereof, repay or return the distribution under this Plan to the Reorganized Debtors, 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.

9.9 Setoffs and Recoupment. Except as otherwise expressly provided for in this Plan and except with respect to any DIP Facility Claims, Prepetition Credit Agreement Secured Claims, and any distribution on account thereof, the Reorganized Debtors 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 or the Reorganized Debtors, 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 of any such Claims, rights, and Causes of Action that the Reorganized Debtors may possess against such Holder.

9.10 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) shall vest in Reorganized Ryckman (and the equity in Reorganized Ryckman shall vest in Reorganized Holdings) 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. This Plan is intended to incorporate the agreements reached in the Amended and Restated Plan Support Agreement. 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 Original Plan Support Agreement, the Amended and Restated Plan Support Agreement, the Plan Supplement, the Exit Facility, 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 Original Plan Support Agreement, the Amended and Restated Plan Support Agreement, the Plan Supplement, the Exit Facility, 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 Holdings Equity and the New Ryckman 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, any obligations or rights of any Debtor to indemnify, defend, or advance expenses to its present and former directors, officers, employees, agents, representatives, or other Indemnitees under any Debtor's certificate of incorporation, certificate of formation, bylaws, operating agreement, other corporate governance documents, employee indemnification policy, or under state law, or any agreement with respect to any claim, demand, suit, cause of action, or proceeding related to such person's service with, for, or on behalf of any of the Debtors prior to the Effective Date shall be nullified and rejected as of the Effective Date, and the Reorganized Debtors' shall not be required to indemnify, defend, or advance expenses to any such party or Indemnitee for any such obligations (including Indemnification Obligations) based on claims, transactions, events, or occurrences occurring prior to the Effective Date. The treatment of Indemnification Obligations in this Article 10.7 and under this Plan shall be in complete satisfaction, discharge, and release of any such indemnity claims or Indemnification Obligations, 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.

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 or the Reorganized Debtors 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, 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.

(a) On the Effective Date, all Liens and security interests of the Prepetition Agent and Prepetition Lenders securing the obligations under the Prepetition Credit Agreement and other Prepetition Loan Documents shall remain in effect, remain validly perfected Liens and security interests (without any further action by any other party) and automatically, and without further action, be ratably assigned to the Holders of the Prepetition Credit Agreement New Notes; provided, however, that any such assigned Liens and security

interests shall be subject to the terms, conditions, and limitations set forth herein regarding the nature, scope, and priority of Liens securing the Prepetition Credit Agreement New Notes, and shall not enhance or alter the proposed priority or treatment of any Liens securing the Prepetition Credit Agreement New Notes described herein.

(b) On the Effective Date, all Liens and security interests of the DIP Agent and DIP Lenders securing the DIP Facility shall remain in effect, remain validly perfected Liens and security interests (without any further action by any other party) and automatically, and without further action, be ratably assigned to the Exit Lenders; provided, however, that any such assigned Liens and security interests shall be subject to the terms, conditions, and limitations set forth herein regarding the nature, scope, and priority of Liens securing the Exit Facility.

(c) Except as otherwise provided in this Plan, including in (a) and (b) above, 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 (including any purported statutory Liens asserted by parties whose Claims are disallowed, expunged, withdrawn, or classified or reclassified as General Unsecured Claims) 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 (1) such Claim has been adjudicated as noncontingent or (2) 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) this Plan and Plan Transaction Documents shall be in a form and substance consistent in all material respects with the Amended and Restated Plan Support Agreement;

(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, the Required Consenting Parties, and the Creditors' Committee, and such order shall be a Final Order;

(d) the Debtors (i) shall have obtained the Exit Facility, (ii) shall have executed and delivered the documentation governing the Exit Facility, which Exit Facility shall close substantially contemporaneously with the Effective Date, and (iii) all conditions to effectiveness of the Exit Facility shall have been satisfied or waived (or will be satisfied and waived substantially concurrently with the occurrence of the Effective Date);

(e) the Debtors shall have assumed the Surface Lease or shall have entered into a new surface access and damage agreement on similar terms to the Surface Lease and reasonably satisfactory to the Debtors and the Required Consenting Parties;

(f) the Debtors shall have assumed the Firm Storage Service Precedent Agreement or the Firm Gas Storage Service Agreement between Ryckman Creek Resources, LLC and Anadarko Energy Services Company, as applicable;

(g) the Debtors shall have assumed the Firm Storage Service Precedent Agreement or the Firm Gas Storage Service Agreement between Ryckman Creek Resources, LLC and Questar Gas Company, as applicable;

(h) the amount of Allowed Statutory Lien Claims, the Holders of which elect to receive Statutory Lien New Notes shall not exceed five hundred thousand dollars ($500,000);

(i) 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;

(j) 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;

(k) all other document 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;

(l) 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 or the Required Consenting Parties, without any notice to any other parties in interest or the Bankruptcy Court and without a hearing.

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

CREDITOR TRUST

12.1 Execution of Creditor Trust Agreement. On or before the Effective Date, the Creditor Trust Agreement shall be executed by the Debtors and the Creditor Trustee, and all other necessary steps shall be taken to establish the Creditor Trust. The Creditor Trust shall be governed and administered in accordance with the Creditor Trust Agreement, including, but not limited to (a) distributions to Holders of Allowed General Unsecured Claims, as provided in Article 4.5(b) of this Plan, whether their Claims are Allowed on or after the Effective Date, (b) compensation of the Creditor Trustee, and (c) payment of costs and expenses of the Creditor Trust, all of which shall be consistent with the terms of this Plan. The Creditor 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 Creditor Trust as a liquidating trust for United States federal income tax purposes and are agreed to by the Debtors, the Creditors' Committee and the Supporting Creditors.

12.2 Tax Treatment. It is intended that the Creditor 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 Creditor Trustee shall, in its business judgment, make continuing best efforts not to unduly prolong the duration of the Creditor Trust. All assets held by the Creditor 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 General Unsecured Claims and, if applicable, Prepetition Credit Agreement Deficiency Claim and then contributed by such Holders to the

Creditor Trust in exchange for their interest in the Creditor Trust. All Holders shall use the valuation of the assets transferred to the Creditor Trust as established by the Creditor Trustee for all federal income tax purposes. The beneficiaries under the Creditor Trust will be treated as the deemed owners of the Creditor Trust. The Creditor Trust will be responsible for filing information on behalf of the Creditor Trust as grantor trust pursuant to Treasury Regulation Section 1.671-4(a).

12.3 Creditor Trust Assets. On the Effective Date, pursuant to section 1123(b)(3) of the Bankruptcy Code, the Creditor Trust Assets shall be transferred (or deemed transferred) by the Reorganized Debtors or the Tranche B Completion Loan Lender, as applicable, to the Creditor Trust free and clear of all Claims, Liens, charges, encumbrances, rights, and interests, without the need for any Entity to take any further action or obtain any approval.

12.4 General Unsecured Claims Resolution. The Debtors and Reorganized Debtors shall be responsible for (a) all aspects of the General Unsecured Claims reconciliation process (except making distributions to Holders of General Unsecured Claims and, if applicable, Holders of Prepetition Credit Agreement Deficiency Claims), and (b) all of the costs associated with such reconciliation; provided, however, that the Reorganized Debtors shall consult with the Creditors' Committee (until the Effective Date) and/or the Creditor Trustee (after the Effective Date) on a periodic basis as is reasonably requested by the Creditors' Committee and/or the Creditor Trustee regarding the Claims reconciliation process.

12.5 Indemnification and Exculpation. The Creditor Trustee or the individuals comprising the Creditor Trustee, as the case may be, and the Creditor Trustee's agents and professionals, shall not be liable for actions taken or omitted in its capacity as, or on behalf of, the Creditor 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 Creditor Trustee, except for any actions or inactions involving willful misconduct or gross negligence. Any indemnification claim of the Creditor Trustee (and the other parties entitled to indemnification under this subsection) shall be satisfied solely from the assets of the Creditor Trust. The Creditor Trustee shall be entitled to rely, in good faith, on the advice of its retained professionals.

12.6 No Bonding of Creditor Trust Claims. There shall be no bonding of the Creditor Trustee.

ARTICLE XIII

RETENTION OF JURISDICTION

Pursuant to Bankruptcy Code sections 105(a) and 1142, the Bankruptcy Court shall have exclusive 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, 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 not have nor retain exclusive jurisdiction over any post-Effective Date agreement, including but not limited to any of the Exit Facility Documents or the New Notes. 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. The Reorganized Debtors shall continue to 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 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. Subject to the terms and conditions of the Amended and Restated Plan Support Agreement, the Debtors may alter, amend, or modify, in a manner consistent with the Amended and Restated Plan Support Agreement, 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 any extent, if any, that Confirmation pursuant to Bankruptcy Code section 1129(b) requires modification.

14.5 Additional Documents. On or before the Effective Date, in each case subject to the terms of the Amended and Restated Plan Support Agreement, 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 or the Reorganized Debtors, 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 in a manner consistent with the Amended and Restated Plan Support Agreement 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 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 on 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, TX 77056
Attention: General Counsel

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

Skadden, Arps, Slate, Meagher & Flom LLP
155 N. Wacker Drive
Suite 2700
Chicago, IL 60610
Attention: George N. Panagakis
Jessica S. Kumar

-and-

Skadden, Arps, Slate, Meagher & Flom LLP
One Rodney Square
P.O. Box 636
Wilmington, Delaware 19899
Attention: Sarah E. Pierce

If to the DIP Agent or the Agent for the Exit Facility:

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, 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; provided, however, that any such revision, amendment, or modification must be consistent with the Amended and Restated Plan Support Agreement. 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: August 5, 2016

Respectfully submitted,

Ryckman Creek Resources, LLC

/s/ Thomas B. Osmun
Name: Thomas B. Osmun
Title: Chief Restructuring Officer

Ryckman Creek Resources Holding Company LLC

/s/ Thomas B. Osmun
Name: Thomas B. Osmun
Title: Chief Restructuring Officer

Peregrine Rocky Mountains LLC

/s/ Thomas B. Osmun
Name: Thomas B. Osmun
Title: Chief Restructuring Officer

Peregrine Midstream Partners LLC

/s/ Thomas B. Osmun
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Counsel for Debtors and Debtors in Possession

Exhibit 1

Performance Covenants

The Prepetition Credit Agreement New Notes will contain two quarterly performance covenants: (i) a capacity under contract covenant (see Exhibit 1-A) which must first be complied with as of the quarter ending September 30, 2017, and (ii) a quarterly minimum EBITDA covenant (see Exhibit 1-A) which will first be applied to the quarter ending on September 30, 2017.

In the event of a covenant default, the Series A Lenders and Series B Lenders may not instruct the Administrative Agent to exercise any remedies until a 120-day standstill period has ended. Such standstill period may be extended for up to an additional 60 days in the event the Debtors and the Administrative Agent are diligently exercising remedies. In the event such standstill period (as may be extended) expires without a cure of such default, the holders of a majority in principal amount of Series A-1 Senior New Notes, Series A-2 Senior New Notes and Series A Junior New Notes (a "Series A Lender Majority") may require Administrative Agent to pursue any available remedies with respect to such New Notes and/or the holders of a majority in principal amount of Series B Senior New Notes, Series B Junior New Notes and Hybrid New Notes (a "Series B Majority") may require Administrative Agent to pursue any available remedies with respect to such New Notes, including with respect to collateral securing such New Notes. During the standstill period (as may be extended), absent direction from both the Series A Majority and the Series B Majority, Agent may take action as it deems appropriate in its discretion.

For the avoidance of doubt, in the event of a payment default at the stated maturity of the Prepetition Credit Agreement New Notes, the foregoing standstill period will not be applicable.

Exhibit 1-A

Minimum EBITDA and Capacity Under Contract Covenants

Ryckman Creek
Minimum EBITDA and Capacity Covenants

	Minimum EBITDA Covenants															
	2017				2018				2019				2020			
	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
EBITDA Covenants *($ millions)*			$1.0	$2.5	$3.7	$11.1	$15.2	$17.3	$21.7	$21.6	$21.6	$22.4	$22.4	$22.9	$23.5	$23.5

	Minimum Capacity Covenants															
	2017				2018				2019				2020			
	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
Capacity Covenants (Bcf - Rounded)			21.0	21.0	21.0	26.0	26.0	26.0	30.0	29.0	29.0	29.0	29.0	32.0	32.0	32.0

Exhibit 2

Terms of New AAL

Subject to accounting for the effects of the Series A-2 Senior Notes and other consideration held by or issued to certain Holders of Initial Tranche A Completion Loan claims in accordance with Section 6.3 of the Plan, the waterfall payment provisions applicable to the holders of Prepetition Credit Agreement New Notes will, from and after the Effective Date, mirror the Old Disbursement Agreement waterfall provisions applicable after the occurrence of a Cessation Event (as defined in the Old Disbursement Agreement) for the predecessor Tranche A Completion Loans and Tranche B Completion Loans.

The Prepetition Credit Agreement New Notes will be subject to the New AAL and the New Disbursement Agreement for the administration of the waterfall described above, with the same material terms as the Old AAL and the Old Disbursement Agreement, respectively, provided that, in the New AAL (i) there will be no provisions which are comparable to those under Section 4 of the Old AAL and (ii) the provisions in Section 6 of the Old AAL will be modified to provide as follows:

- (b)(i) – to be an agreement of (i) holders of the Series A-1 Senior New Notes, the Series A-2 Senior Notes and the Series A Junior Notes (collectively, the "Series A Lenders") and (ii) holders of the Series B Senior Notes, Series B Junior Notes and Hybrid New Notes (collectively, the "Series B Lenders").
- (b)(ii) – pre-consent of Series B Lenders limited to (i) right of Series A Lenders to consent to the use of cash collateral or (ii) right to provide DIP financing, on customary DIP financing terms, which primes New Note liens, in an aggregate amount not to exceed $10.0 million, in each case subject to the Series B Lenders' rights to receive adequate protection for the cash collateral use or DIP financing;
- (b)(iii) – remains the same
- (b)(iv) – to be deleted
- (b)(v) – neither the Series A Lenders nor the Series B Lenders will object or file any other pleading opposing any Series A Lender's or Series B Lender's attempt to obtain relief from the automatic stay in a subsequent bankruptcy
- (b)(vi) – to be deleted
- (b)(vii) – to be deleted
- (b)(viii) – to be mutual
- (c)– to be deleted
- (d) – to be mutual
- (e) – to be deleted
- (f) – to be deleted
- (g) – modified to provide that actions taken by the administrative agent for the Prepetition Credit Agreement New Notes or Series A Lenders are only in their capacity as administrative agent for the Prepetition Credit Agreement New Notes or Series A Lenders, respectively

Exhibit 3

Economic Sharing Rights of New Common Units

New Class A Common Units	70%
New Class B Common Units	30%