

**Exhibit B**

**Blackline**

~~IMPORTANT: NO CHAPTER 11 CASE HAS BEEN COMMENCED AT THIS TIME. THE SOLICITATION MATERIALS ACCOMPANYING THIS PLAN OF REORGANIZATION HAVE NOT BEEN APPROVED BY THE BANKRUPTCY COURT AS CONTAINING "ADEQUATE INFORMATION" WITHIN THE MEANING OF 11 U.S.C. § 1125(a) NOR HAVE THEY BEEN APPROVED BY THE SECURITIES AND EXCHANGE COMMISSION. IN THE EVENT THAT THE DEBTORS DO FILE CHAPTER 11 CASES, THE DEBTORS EXPECT TO SEEK AN ORDER OR ORDERS OF THE BANKRUPTCY COURT, AMONG OTHER THINGS: (i) APPROVING THE SOLICITATION OF VOTES AS HAVING BEEN IN COMPLIANCE WITH 11 U.S.C. § 1126(b) AND (ii) CONFIRMING THE PLAN OF REORGANIZATION PURSUANT TO 11 U.S.C. § 1129.~~

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE

	X	
In re	:	<del>Chapter 11</del>
	:	
ASCENT RESOURCES MARCELLUS HOLDINGS,	:	<del>Case No. (18- ) ( )</del>
LLC, <i>et al.</i> , <sup>1</sup>	:	<del>Joint Administration Pending</del>
	:	<u>Chapter 11</u>
Debtors.	:	
	X	<u>Case No. (18-10625) (LSS)</u>

Jointly Administered

DEBTORS' AMENDED JOINT PREPACKAGED PLAN OF REORGANIZATION  
UNDER CHAPTER 11 OF THE BANKRUPTCY CODE

Andrew G. Dietderich  
Brian D. Glueckstein  
Alexa J. Kranzley  
SULLIVAN & CROMWELL LLP  
125 Broad Street  
New York, New York 10004  
Telephone: (212) 558-4000  
Facsimile: (212) 558-3588

*Proposed Co-Counsel to the Debtors  
and Debtors-in-Possession*

Pauline K. Morgan (No. 3650)  
Joel A. Waite (No. 2925)  
Kara Hammond Coyle (No. 4410)  
YOUNG CONAWAY STARGATT &  
TAYLOR, LLP  
Rodney Square  
1000 North King Street  
Wilmington, Delaware 19801  
Telephone: (302) 571-6600  
Facsimile: (302) 571-1253

*Proposed Co-Counsel to the Debtors  
and Debtors-in-Possession*

Dated: ~~February 2~~ March 13, 2018

<sup>1</sup> The Debtors in these chapter 11 cases, and the last four digits of their U.S. taxpayer identification numbers, are: Ascent Resources Marcellus Holdings, LLC (3495), Ascent Resources – Marcellus, LLC (0354) and Ascent Resources Marcellus Minerals, LLC (5418). The Debtors' corporate headquarters and mailing address is located at 3501 NW 63rd Street, Oklahoma City, Oklahoma 73116.

## TABLE OF CONTENTS

1.	INTRODUCTION .....	1
2.	DEFINITIONS AND RULES OF INTERPRETATION .....	2
2.1	Definitions.....	2
2.2	Rules of Interpretation .....	1717
2.3	Computation of Time.....	1717
2.4	References to Monetary Figures .....	1818
2.5	Exhibits; Schedules; Plan Supplement.....	1818
3.	ADMINISTRATIVE EXPENSE CLAIMS, PRIORITY TAX CLAIMS AND STATUTORY FEES .....	1919
3.1	Administrative Expense Claims.....	1919
3.2	Professional Fee Claims.....	2020
3.3	Treatment of Priority Tax Claims .....	2121
3.4	Statutory Fees Payable Pursuant to 28 U.S.C. § 1930 .....	2121
4.	CLASSIFICATION AND TREATMENT OF OTHER CLAIMS AND INTERESTS.....	23
4.1	Deemed Substantive Consolidation .....	23
4.2	Summary of Classes and Treatment of Claims Against and Interests in the Debtors .....	23
4.3	Treatment of Claims Against and Interests in the Debtors .....	24
	<del>4.4 Treatment of Claims in the Event of a Sale on or Prior to Effective Date .....</del>	<del>28</del>
	<del>4.5</del> 4.4 Treatment of Intercompany Claims .....	2929
	<del>4.6</del> 4.5 Special Provision Governing Unimpaired Claims .....	2929
5.	ACCEPTANCE OR REJECTION OF THE PLAN .....	31
5.1	Voting of Claims .....	31
5.2	Presumed Acceptance of Plan.....	31
5.3	Acceptance by Impaired Classes .....	31
5.4	Elimination of Vacant Classes .....	31
5.5	Confirmation Pursuant to Section 1129(b) of the Bankruptcy Code .....	31
6.	IMPLEMENTATION OF THE PLAN.....	32
6.1	Operations Between the Confirmation Date and Effective Date .....	32
	<del>6.2 Sale Transactions .....</del>	<del>32</del>
	<del>6.3</del> 6.2 Organizational Existence .....	32
	<del>6.4</del> 6.3 Cancellation of Existing <u>Interests, Existing</u> Indebtedness and Related Agreements .....	32
	<del>6.5</del> 6.4 Sources of Cash for Plan Distributions .....	33
	<del>6.6</del> 6.5 Implementation of Effective Date Agreements .....	33
	<del>6.7</del> 6.6 Fees and Expenses of the First Lien Agent.....	3434
	<del>6.8</del> 6.7 Section 1145 Exemption .....	35
7.	PROVISIONS GOVERNING DISTRIBUTIONS .....	3636
7.1	Disbursing Agent .....	3636
7.2	Timing and Delivery of Distributions.....	3737

7.3	Manner of Payment Under Plan.....	3838	
7.4	Undeliverable or Non-Negotiated Distributions .....	3939	
7.5	Claims Paid by Third Parties .....	4040	
8.	EXECUTORY CONTRACTS AND UNEXPIRED LEASES .....	4141	
8.1	Assumption and Rejection of Executory Contracts and Unexpired Leases .....	4141	
8.2	Cure of Defaults for Assumed Executory Contracts and Unexpired Leases .....	4141	
8.3	Modifications, Amendments, Supplements, Restatements or Other Agreements .....	4343	
8.4	Claims Based on Rejection of Executory Contracts and Unexpired Leases .....	4343	
8.5	Contracts and Leases Entered Into After the Petition Date .....	4343	
8.6	Indemnification and Reimbursement Obligations .....	4444	
8.7	Reservation of Rights.....	4444	
9.	PROVISIONS REGARDING GOVERNANCE OF THE REORGANIZED DEBTORS .....	4545	
9.1	Organizational Action .....	4545	
9.2	Organizational Documents.....	4545	
9.3	Directors and Officers of the Reorganized Debtors.....	4646	
10.	EFFECT OF CONFIRMATION .....	4747	
10.1	Vesting of Assets .....	4747	
10.2	Release of Liens .....	4747	
<u>10.3</u>	<u>Discharge .....</u>	<u>47</u>	
<del>10.3</del>	<del>Releases and Discharges .....</del>	<del>47</del>	
<del>10.4</del>	<del>Discharge and Injunction .....</del>	<del>48</del>	
<del>10.5</del> <u>10.4</u>	<del>Term of Injunction or Stays .....</del>	<del>49</del>	
<del>10.6</del> <u>10.5</u>	<del>Exculpation .....</del>	<del>49</del>	
<del>10.7</del> <u>10.6</u>	<del>Release by the Debtors.....</del>	<del>50</del>	
<del>10.8</del> <u>10.7</u>	<del>Third Party Release .....</del>	<del>51</del>	
<del>10.9</del> <u>10.8</u>	<del>Injunction .....</del>	<del>52</del>	
<del>10.10</del> <u>10.9</u>	<del>Setoff and Recoupment.....</del>	<del>52</del>	
<del>10.11</del> <u>10.10</u>	<del>.....Preservation of Causes of Action</del>	<del>53</del>	5353
<del>10.12</del> <u>10.11</u>	<del>.....Compromise and Settlement of Claims and Controversies</del>	<del>53</del>	53
11.	CONDITIONS PRECEDENT TO CONFIRMATION AND EFFECTIVENESS OF THE PLAN .....	55	
11.1	Conditions to Confirmation .....	55	
11.2	Conditions to Effectiveness .....	55	
11.3	Waiver of Conditions to Confirmation or Effectiveness .....	56	
12.	MODIFICATION, REVOCATION OR WITHDRAWAL OF THE PLAN .....	57	
12.1	Plan Modifications .....	57	
12.2	Revocation or Withdrawal of the Plan and Effects of Non-Occurrence of Confirmation or Effective Date .....	57	

13.	RETENTION OF JURISDICTION BY THE BANKRUPTCY COURT .....	5959	
14.	MISCELLANEOUS .....	6262	
14.1	Exemption from Transfer Taxes and Recording Fees .....	6262	
14.2	Expedited Tax Determination .....	6262	
14.3	Plan Supplement .....	6262	
14.4	Consent Rights .....	6262	
14.5	Claims Against Other Debtors .....	6363	
14.6	Substantial Consummation .....	6363	
<del>14.7</del>	<del>Section 1125 of the Bankruptcy Code .....</del>	<del>63</del>	
<del>14.8</del> <u>14.7</u>	Nonseverability .....	6363	
<del>14.9</del> <u>14.8</u>	Governing Law .....	6363	
<del>14.10</del> <u>14.9</u>	Binding Effect .....	64	
<del>14.11</del> <u>14.10</u>	..... Notices	64	
<del>14.12</del> <u>14.11</u>	..... Reservation of Rights	6565	
<del>14.13</del> <u>14.12</u>	..... Further Assurances	6565	

## **1. INTRODUCTION**

Ascent Resources Marcellus Holdings, LLC, a Delaware limited liability company (“ARM Holdings”) and its debtor affiliates, as debtors-in-possession in the above-captioned Chapter 11 Cases (together with ARM Holdings, the “Debtors”), propose the following joint plan of reorganization (including the Plan Supplement and all other exhibits and schedules hereto and as may be modified, amended or supplemented in accordance with the terms hereof, the “Plan”) pursuant to section 1121(a) of the Bankruptcy Code. Each Debtor is a proponent of the Plan for purposes of section 1129 of the Bankruptcy Code.

## 2. DEFINITIONS AND RULES OF INTERPRETATION

### 2.1 Definitions

Except as otherwise provided herein, each capitalized term used in the Plan shall have the meaning set forth below:

2.1.1 “Administrative Expense Claim” means any Claim for the costs and expenses of administration of the Chapter 11 Cases pursuant to section 327, 328, 330, 503(b), 507(a)(2), 507(b) or 1114(e)(2) of the Bankruptcy Code, including: (i) the actual and necessary costs and expenses incurred after the Petition Date and through the Effective Date of preserving the Estates and operating the businesses of the Debtors; (ii) Professional Fee Claims; (iii) all fees and charges assessed against the Estates pursuant to sections 1911-1932 of chapter 123 of title 28 of the United States Code and (iv) all requests for compensation or expense reimbursement for making a substantial contribution in the Chapter 11 Cases pursuant to sections 503(b)(3), (4) and (5) of the Bankruptcy Code to the extent such request is granted by the Bankruptcy Court.

2.1.2 “Administrative Expense Claim Bar Date” means the date that is thirty calendar days after notice of entry of the Effective Date, which notice shall set forth such deadline and be served on all parties known by the Debtors to hold or potentially hold Administrative Expense Claims.

2.1.3 “Affiliate” has the meaning set forth in section 101(2) of the Bankruptcy Code.

2.1.4 “Allowed” means, with respect to any Claim or Interest, except as otherwise provided herein: (i) a Claim or Interest arising before the Effective Date (a) as to which ~~no objection to allowance, priority or secured status and no request for estimation or other challenge~~ a proof of claim has been ~~interposed~~ filed in accordance with the ~~provisions of the Plan and the Bankruptcy Code and that is Chapter 11 Cases, which has~~ not ~~otherwise~~ subject to ~~continuing dispute by any of the Debtors or Reorganized Debtors in accordance with applicable law or~~ (b) as to which any such objection, challenge or dispute has been withdrawn and as to which no objection has been filed by the Claims Objection Deadline or (b) that is allowed or determined by a Final Order ~~to the extent such objection, challenge or dispute is determined in favor of a court of the respective holder competent jurisdiction~~; (ii) any Claim or Interest that is agreed to, compromised, settled or otherwise resolved pursuant to the authority of the Debtors or Reorganized Debtors, as applicable, in a Final Order or (iii) any Claim or Interest expressly allowed ~~hereunder in the Plan~~; *provided, however*, that notwithstanding the foregoing, the Reorganized Debtors shall retain all claims and defenses with respect to Allowed Claims that are Reinstated or otherwise Unimpaired pursuant to the Plan (including, for the avoidance of doubt, Administrative Expense Claims not paid prior to the Effective Date). Notwithstanding anything to the contrary herein, no Claim (other than a Term Loan Claim) of any Entity subject to section 502(d) of the Bankruptcy Code shall be deemed Allowed unless and until such Entity pays in full the amount that it owes the applicable Debtor(s) or Reorganized Debtor(s). “Allow” and “Allowance” shall have correlative meanings.

2.1.5 “ARM” means Ascent Resources – Marcellus, LLC, an Oklahoma limited liability company.

2.1.6 “ARM Holdings” has the meaning set forth in the Introduction hereto.

2.1.7 “ARM Minerals” means Ascent Resources Marcellus Minerals, LLC, an Oklahoma limited liability company.

2.1.8 “ARMS” means Ascent Resources Management Services, LLC, a Delaware limited liability company.

2.1.9 “ARO” means Ascent Resources Operating, LLC, an Oklahoma limited liability company.

2.1.10 “Avoidance Actions” means any and all avoidance, recovery, subordination or other claims, actions or remedies that may be brought by or on behalf of the Debtors or their Estates or other authorized parties-in-interest under the Bankruptcy Code or applicable non-bankruptcy law, including actions or remedies under sections 502, 510, 542, 544, 545 and 547 through and including 553 of the Bankruptcy Code.

2.1.11 “Ballot” means the voting form distributed to each holder of an Impaired Claim entitled to vote on the Plan, on which the holder is to indicate acceptance or rejection of the Plan in accordance with the Voting Instructions and make any other elections or representations required pursuant to the Plan and which must be actually received on or before the Voting Deadline.

2.1.12 “Bankruptcy Code” means title 11 of the United States Code, 11 U.S.C. §101 *et seq.*

2.1.13 “Bankruptcy Court” means the United States Bankruptcy Court for the District of Delaware having jurisdiction over the Chapter 11 Cases.

2.1.14 “Bankruptcy Rules” means the Federal Bankruptcy Rules and the general, local and chambers rules of the Bankruptcy Court as applicable to the Chapter 11 Cases and as amended from time to time.

2.1.15 “Business Day” means any day other than a Saturday, a Sunday, a “legal holiday” (as defined in Bankruptcy Rule 9006(a)) or any other day on which banking institutions in New York, New York are required or authorized to close by law or executive order.

2.1.16 “Cash” means the legal tender of the United States of America or equivalents thereof.

2.1.17 “Cause of Action” means any action, claim, cause of action, controversy, demand, right, Lien, indemnity, guaranty, suit, obligation, liability, loss, damage, remedy judgment, account, defense, offset, power, privilege, license and franchise of any kind or



character whatsoever, known or unknown, foreseen or unforeseen, Contingent or non-contingent, matured or unmatured, suspected or unsuspected, liquidated or unliquidated, disputed or undisputed, secured or unsecured, assertable directly or derivatively, whether arising before, on, or after the Petition Date, in contract or in tort, in law or in equity or pursuant to any other theory of law. For the avoidance of doubt, Cause of Action includes: (i) any right of setoff, counterclaim or recoupment and any claim for breach of contract or for breach of duties imposed by law or in equity; (ii) the right to object to or otherwise contest Claims or Interests; (iii) any claim pursuant to section 362 or chapter 5 of the Bankruptcy Code; (iv) any Avoidance Action; (v) any claim or defense, including fraud, mistake, duress and usury, and any other defenses set forth in section 558 of the Bankruptcy Code and (vi) any claim under any state or foreign law, including any fraudulent transfer or similar claim.

2.1.18 “Chapter 11 Cases” means (i) when used with reference to a particular Debtor, the chapter 11 case pending for that Debtor under chapter 11 of the Bankruptcy Code in the Bankruptcy Court and (ii) when used with reference to all Debtors, the jointly administered chapter 11 cases pending for the Debtors in the Bankruptcy Court.

2.1.19 “Claim” means a “claim” as defined in section 101(5) of the Bankruptcy Code.

2.1.20 “Claims Objection Deadline” means 11:59 p.m. (prevailing Eastern Time) on the 120<sup>th</sup> calendar day after the Effective Date, subject to further extensions and/or exceptions as may be ordered by the Bankruptcy Court [upon motion on notice to all parties filing a notice of appearance and request for service pursuant to Bankruptcy Rule 2002 in the Chapter 11 Cases.](#)

2.1.21 “Class” means a class of Claims or Interests classified by Section 4 of the Plan pursuant to section 1122(a) of the Bankruptcy Code.

2.1.22 “Confirmation” means the entry of the Confirmation Order on the docket of the Chapter 11 Cases.

2.1.23 “Confirmation Date” means the date upon which the Bankruptcy Court enters the Confirmation Order on the docket of the Chapter 11 Cases, within the meaning of Federal Bankruptcy Rules 5003 and 9021.

2.1.24 “Confirmation Hearing” means the hearing held by the Bankruptcy Court pursuant to section 1128(a) of the Bankruptcy Code to consider Confirmation of the Plan, as such hearing may be, or may have been, continued from time to time.

2.1.25 “Confirmation Order” means the order of the Bankruptcy Court entered confirming the Plan pursuant to section 1129 of the Bankruptcy Code, which order shall be in form and substance reasonably satisfactory to the Debtors and the Supermajority Consenting First Lien Term Lenders.

2.1.26 “Contingent” means, when used in reference to a Claim, any Claim the liability for which attaches or is dependent upon the occurrence or happening of, or is triggered by, an event that has not yet occurred as of the date on which such Claim is sought to

be estimated or on which an objection to such Claim is filed, whether or not such event is within the actual or presumed contemplation of the holder of such Claim and whether or not a relationship between the holder of such Claim and the applicable Debtor now or hereafter exists or previously existed.

2.1.27 “Creditor” means any holder of a Claim against any of the Debtors.

2.1.28 “Cure Cost” means the amounts, including, where applicable, an amount of \$0.00, required to cure any and all monetary defaults under an Executory Contract or Unexpired Lease (or such lesser amounts as may be agreed upon by the parties to an Executory Contract or Unexpired Lease) that is to be assumed by the Debtors pursuant to section 365 or 1123 of the Bankruptcy Code.

2.1.29 “D&O Insurance Policies” means any insurance policies for directors’, managers’, officers’ and any other Insured (as defined in such policy) entities’ liability (including employment practices liability and fiduciary liability) maintained on behalf of the Debtors prior to the Effective Date.

2.1.30 “Debtors” has the meaning set forth in the Introduction hereto.

2.1.31 “Debtor Released Claims” has the meaning set forth in Section 4.64.5 of the Plan.

2.1.32 “Designee” means a designee of ARMS that is a U.S. person for U.S. tax purposes or a disregarded branch of such a U.S. person.

2.1.33 “Disbursing Agent” means Reorganized ARM Holdings or any Person or Entity designated or retained by the Reorganized Debtors, in their sole discretion and without the need for any further order of the Bankruptcy Court, to serve as disbursing agent under the Plan.

2.1.34 “Disclosure Statement” means the disclosure statement relating to the Plan, including all exhibits, appendices and schedules thereto, as amended, supplemented or modified from time to time, which shall be in form and substance reasonably satisfactory to the Debtors and the Supermajority Consenting First Lien Term Lenders.

2.1.35 “Disputed” means, with respect to any Claim or Interest, a Claim or Interest or any portion thereof that is not Allowed but has not been disallowed by a Final Order.

2.1.36 “Effective Date” means the Business Day selected by the Debtors, in consultation with the Supermajority Consenting First Lien Term Lenders, that is (i) on or after the Confirmation Date and the date on which the Confirmation Order shall have become a Final Order and (ii) on or after the date on which the conditions to the effectiveness of the Plan specified in Section 11.2 of the Plan have been either satisfied or waived as set forth herein.

2.1.37 “Entity” means an “entity” as defined in section 101(15) of the Bankruptcy Code.

2.1.38 “Estate” means, with respect to each Debtor, the estate created as to such Debtor in its Chapter 11 Case pursuant to section 541 of the Bankruptcy Code.

~~2.1.39 “Exculpated Parties” means, each of: (a) the Debtors; (b) the Reorganized Debtors; (c) the Released Parties, and (d) with respect to each of the foregoing Entities in clauses (a) through (c), each such Entity’s predecessors, successors and assigns, and Affiliates and its and their parents, subsidiaries, managed accounts, funds, and current and former officers, directors, principals, advisors, members, managers, limited partners, general partners, equity holders, controlling persons, employees, agents, representatives, financial advisors, attorneys, accountants, investment bankers, consultants, representatives, management companies, fund advisors, advisory board members and other professionals, and each such Person’s respective heirs, executors, estates, servants and nominees, in each case solely in their capacity as such.~~

2.1.39 “Exculpated Parties” means the Debtors, the Reorganized Debtors and each of their respective officers, directors, members, managers, financial advisors, attorneys, accountants, investment bankers and other professionals.

2.1.40 “Executory Contract” means a contract to which one or more of the Debtors is a party and that is subject to assumption or rejection pursuant to section 365 of the Bankruptcy Code.

2.1.41 “Final Order” means, as applicable, an order or judgment of the Bankruptcy Court or other court of competent jurisdiction that has been entered on the docket maintained by the clerk of such court, which has not been reversed, vacated, stayed, modified or amended, and as to (i) which the time to appeal, petition for *certiorari* or move for a new trial, reargument or rehearing has expired, and as to which no appeal, petition for *certiorari* or other proceedings for a new trial, reargument or rehearing is pending or (ii) if an appeal, writ of *certiorari*, new trial, reargument or rehearing has been sought, such order or judgment shall have been affirmed by the highest court to which such order was appealed, or *certiorari* shall have been denied, or a new trial, reargument or rehearing shall have been denied or resulted in no modification of such order or judgment, or such appeal, petition for *certiorari* or move for a new trial, reargument or rehearing shall have otherwise been dismissed with prejudice, and the time to take any further appeal, petition for *certiorari* or move for a new trial, reargument or rehearing shall have expired; *provided, however*, no order or judgment shall fail to be a “Final Order” solely because of the possibility that a motion pursuant to section 502(j) or 1144 of the Bankruptcy Code or under Rule 60 of the Federal Rules of Civil Procedure or Federal Bankruptcy Rule 9024 has been or may be filed with respect to such order or judgment.

2.1.42 “First Lien Agent” means Cortland Capital Market Services LLC as administrative agent and collateral agent for the lenders under the First Lien Term Loan Agreement, or any successor agent appointed in accordance with the terms of the First Lien Term Loan Agreement.

~~2.1.43 “First Lien Full Recovery Amount” means the amount of principal plus accrued interest, including at the Default Rate (as defined in the First Lien Term Loan~~

~~Agreement) to the extent applicable, on the First Lien Term Loan as of the date of the distribution of the Remaining Sale Proceeds to Holders of the First Lien Term Loan Claims.~~

~~2.1.44 “First Lien Residual Sale Consideration” means the Remaining Sale Proceeds multiplied by the applicable percentage set forth in Schedule 1 attached hereto.~~

~~2.1.45~~2.1.43 “First Lien Term Loan” means the principal amount and accrued and unpaid interest, including at the Default Rate (as defined in the First Lien Term Loan Agreement) to the extent applicable, of term loans outstanding under the First Lien Term Loan Agreement as of the date hereof.

~~2.1.46~~2.1.44 “First Lien Term Loan Agreement” means that First Lien Term Loan Agreement, dated as of August 4, 2014, by and among ARM, as borrower, each of the guarantors named therein, and the lenders party thereto, as amended, restated, supplemented or otherwise modified from time to time prior to the date hereof.

~~2.1.47~~2.1.45 “First Lien Term Loan Documents” means that First Lien Term Loan Agreement together with any related security documents, as amended from time to time.

~~2.1.48~~2.1.46 “First Lien Term Loan Claim” means any Claim against any of the Debtors arising out of or related to the First Lien Term Loan.

~~2.1.49~~2.1.47 “General Unsecured Claim” means any Claim against any of the Debtors that is not an Administrative Expense Claim, Priority Tax Claim, Other Priority Claim, Other Secured Claim or Term Loan Claim.

~~2.1.50~~2.1.48 “Governmental Unit” means a “governmental unit” as defined in section 101(27) of the Bankruptcy Code.

~~2.1.51~~2.1.49 “Holder” means an Entity holding a Claim or an Interest, as applicable.

~~2.1.52~~2.1.50 “Impaired” means, with respect to any Claim or Interest, a Claim against or Interest in any of the Debtors that is in a Class that is impaired within the meaning of section 1124 of the Bankruptcy Code.

~~2.1.53~~2.1.51 “Intercompany Claim” means any Claim held by a Debtor against a Debtor.

~~2.1.54~~2.1.52 “Intercreditor Agreement” means that First/Second Lien Intercreditor Agreement, dated as of August 4, 2014, by and among Citibank, N.A., as First Lien Facility Agent and Applicable First Lien Agent, Citibank, N.A., as Second Lien Facility Agent and Applicable Second Lien Agent, ARM Holdings, ARM and its subsidiaries named therein, as amended, restated, supplemented or otherwise modified from time to time prior to the date hereof.

~~2.1.55~~2.1.53 “Interest” means any equity security within the meaning of section 101(16) of the Bankruptcy Code, including all issued, unissued, authorized or outstanding limited liability company membership interests (including common and preferred) or other equity interests, together with any warrants, options, convertible securities, liquidating preferred securities or contractual rights to purchase or acquire any such equity interests at any time and all rights arising with respect thereto.

~~2.1.56~~2.1.54 “Lien” means a “lien” as defined in section 101(37) of the Bankruptcy Code.

~~2.1.57~~2.1.55 “Local Rules” means the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware.

~~2.1.58~~2.1.56 “Managers” means, as of any date prior to the Effective Date, ARM Holdings’ then-existing managers.

~~2.1.59~~2.1.57 “New ARM Certificate of Formation” means the certificate of formation of Reorganized ARM.

~~2.1.60~~2.1.58 “New ARM Holdings By-Laws” means the by-laws of Reorganized ARM Holdings upon effectiveness of the transactions contemplated in Section 1.1 of the Plan, which shall be substantially in the form set forth in the Plan Supplement.

~~2.1.61~~2.1.59 “New ARM Holdings Certificate of Formation” means the certificate of formation of Reorganized ARM Holdings.

~~2.1.62~~2.1.60 “New ARM Holdings Certificate of Incorporation” means the certificate of incorporation of Reorganized ARM Holdings upon effectiveness of the transactions contemplated in Section 1.1 of the Plan, which shall be substantially in the form set forth in the Plan Supplement.

~~2.1.63~~2.1.61 “New ARM Holdings Interests” means (i) immediately prior to the effectiveness of the transactions contemplated in Section 1.1 of the Plan, ARM Holdings Interests as defined in the New ARM Holdings Operating Agreement and (ii) immediately upon effectiveness of the transactions contemplated in Section 1.1 of the Plan, the Common Stock of ARM Holdings as defined in the New ARM Holdings Certificate of Incorporation.

~~2.1.64~~2.1.62 “New ARM Holdings Operating Agreement” means the Amended and Restated Limited Liability Company Agreement of Reorganized ARM Holdings, which shall be substantially in the form set forth in the Plan Supplement.

~~2.1.65~~2.1.63 “New ARM Holdings Warrant Agreement” means the Reorganized ARM Holdings warrant agreement, which shall be substantially in the form set forth in the Plan Supplement.

~~2.1.66~~2.1.64 “New ARM Holdings Warrants” means the Reorganized ARM Holdings Warrants as defined in the New ARM Holdings Warrant Agreement.

~~2.1.67~~2.1.65 “New ARM Interests” means ARM Interests as defined in the New ARM Operating Agreement.

~~2.1.68~~2.1.66 “New ARM Minerals Certificate of Formation” means the certificate of formation of Reorganized ARM Minerals.

~~2.1.69~~2.1.67 “New ARM Minerals Interests” means ARM Minerals Interests as defined in the New ARM Minerals Operating Agreement.

~~2.1.70~~2.1.68 “New ARM Minerals Operating Agreement” means the Amended and Restated Limited Liability Company Agreement of Reorganized ARM Minerals, which shall be substantially in the form set forth in the Plan Supplement.

~~2.1.71~~2.1.69 “New ARM Operating Agreement” means the Amended and Restated Limited Liability Company Agreement of Reorganized ARM, which shall be substantially in the form set forth in the Plan Supplement.

~~2.1.72~~2.1.70 “New Board” means the board of directors of Reorganized ARM Holdings, upon effectiveness of the transactions contemplated in Section 1.1 of the Plan, as appointed in accordance with Section 9.3 of the Plan.

~~2.1.73~~2.1.71 “New Certificates of Formation” means the New ARM Holdings Certificate of Formation, the New ARM Certificate of Formation and the New ARM Minerals Certificate of Formation.

~~2.1.74~~2.1.72 “New D&O Insurance Policies” means any insurance policies for directors’, managers’ and officers’ liability procured and maintained for the benefit of the Reorganized Debtors on or after the Effective Date.

~~2.1.75~~2.1.73 “New First Lien Term Loan” means the \$125 million first lien term loan credit facility, which will have the terms set forth in the New First Lien Term Loan Documents and shall be distributed to Holders of First Lien Term Loan Claims Pro Rata in partial satisfaction of and on account of their First Lien Term Loan Claim.

~~2.1.76~~2.1.74 “New First Lien Term Loan Documents” means the New First Lien Term Loan agreement together with any related security documents, which shall be set forth in the Plan Supplement.

~~2.1.77~~2.1.75 “New First Lien Warrant Agreement” means the new first lien Reorganized ARM Holdings warrant agreement, which shall be set forth in the Plan Supplement.

~~2.1.78~~2.1.76 “New First Lien Warrants” means the First Lien Warrants as defined in the New First Lien Warrant Agreement.

~~2.1.79~~2.1.77 “New Management Services Agreement” means the new Management Services Agreement by and between ARMS and Reorganized ARM, which shall be set forth in the Plan Supplement.



~~2.1.80~~2.1.78 “New Operating Agreements” means the New ARM Holdings Operating Agreement, New ARM Operating Agreement and New ARM Minerals Operating Agreement.

~~2.1.81~~2.1.79 “New Second Lien Warrant Agreement” means the new second lien Reorganized ARM Holdings warrant agreement, which shall be set forth in the Plan Supplement.

~~2.1.82~~2.1.80 “New Second Lien Warrants” means the Second Lien Warrants as defined in the New Second Lien Warrant Agreement.

~~2.1.83~~2.1.81 “New Warrant Agreements” means the New ARM Holdings Warrant Agreement, the New First Lien Warrant Agreement and the New Second Lien Warrant Agreement.

~~2.1.84~~2.1.82 “Other Priority Claim” means a Claim against any Debtor entitled to priority in right of payment pursuant to section 507(a) of the Bankruptcy Code, other than an Administrative Expense Claim or a Priority Tax Claim.

~~2.1.85~~2.1.83 “Other Secured Claim” means any Secured Claim against any Debtor or portion thereof, other than a Term Loan Claim.

~~2.1.86~~ — “~~Permitted Encumbrances~~” means ~~Permitted Encumbrances as defined in the Purchase Agreement.~~

~~2.1.87~~2.1.84 “Person” means a “person” as defined in section 101(41) of the Bankruptcy Code.

~~2.1.88~~2.1.85 “Petition Date” means, with respect to a Debtor, the date on which such Debtor commenced its Chapter 11 Case.

~~2.1.89~~2.1.86 “Plan” has the meaning set forth in the Introduction hereto.

~~2.1.90~~2.1.87 “Plan Supplement” means ~~the compilation~~one or more compilations of documents and forms of documents, schedules and exhibits to the Plan, in each case subject to the terms and provisions of the Restructuring Support Agreement, including the following documents: the organizational documents of the Reorganized Debtors, the form of New First Lien Term Loan Documents, the form of New Management Services Agreement and the list of the members of the New Board, the Rejected Executory Contract and Unexpired Lease List, as each such document, agreement, instrument, schedule and exhibit and form thereof may be altered, restated, modified or replaced from time to time, including subsequent to the filing of any such documents. Each such document, agreement, instrument, schedule or exhibit, or form thereof is referred to herein as a “Plan Supplement.”

~~2.1.91~~2.1.88 “Priority Tax Claim” means a Claim (whether secured or unsecured) of a Governmental Unit against any Debtor entitled to priority pursuant to section 507(a)(8) ~~or specified under section 502(i)~~ of the Bankruptcy Code.

~~2.1.92~~2.1.89 “Pro Rata” means, with respect to an Allowed Claim, the percentage represented by a fraction (i) the numerator of which shall be an amount equal to such Claim and (ii) the denominator of which shall be an amount equal to the aggregate amount of Allowed and estimated Claims in the same Class as such Claim, except in cases where Pro Rata is used in reference to multiple Classes, in which case Pro Rata means the portion that such Holder’s Claim in a particular class bears to the aggregate amount of all Allowed and estimated Claims in such multiple Classes.

~~2.1.93~~2.1.90 “Professional” means a Person or Entity: (i) employed in the Chapter 11 Cases pursuant to a Bankruptcy Court order in accordance with sections 327 and 1103 of the Bankruptcy Code and to be compensated for services rendered prior to the Effective Date, pursuant to section 327, 328, 329, 330 or 331 of the Bankruptcy Code or (ii) for which compensation and reimbursement has been awarded by the Bankruptcy Court pursuant to section 503(b)(4) of the Bankruptcy Code.

~~2.1.94~~2.1.91 “Professional Fee Claims” means any Claim of a Professional seeking an award by the Bankruptcy Court of compensation for services rendered or reimbursement of expenses incurred through and including the Effective Date under sections 330, 331, 503(b)(2), 503(b)(3), 503(b)(4) or 503(b)(5) of the Bankruptcy Code.

~~2.1.95~~2.1.92 “Professional Fee Escrow Account” means an account to be funded by the Debtors on or prior to the Effective Date in an amount equal to the Professional Fee Reserve Amount.

~~2.1.96~~2.1.93 “Professional Fee Reserve Amount” means the aggregate amount of unpaid Professional Claims for all Professionals through the Confirmation Date as estimated, in the Debtors’ reasonable discretion, in consultation with the Supermajority Consenting First Lien Term Lenders.

~~2.1.97~~2.1.94 “Proof of Claim” means a proof of claim against a Debtor filed by a holder of a Claim against any Debtor.

~~2.1.98 — “Purchase Agreement” means the purchase agreement (as amended, supplemented or modified from time to time), entered into by the Debtors in accordance with Section 6.2 of the Plan.~~

~~2.1.99 — “Purchaser” means Purchaser as defined in the Purchase Agreement.~~

~~2.1.100~~2.1.95 “Reinstated” means, with respect to any Claim: (i) leaving unaltered the legal, equitable and contractual rights to which a Claim entitles the Holder of such Claim in accordance with section 1124 of the Bankruptcy Code or (ii) notwithstanding any contractual provision or applicable law that entitles the Holder of such Claim to demand or receive accelerated payment of such Claim after the occurrence of a default: (a) curing any such default that occurred before or after the Petition Date, other than a default of a kind specified in section 365(b)(2) of the Bankruptcy Code or of a kind that section 365(b)(2) of the Bankruptcy Code expressly does not require to be cured; (b) reinstating the maturity of such Claim as such maturity existed before such default; (c) compensating the Holder of such Claim for any



damages incurred as a result of any reasonable reliance by such Holder on such contractual provision or such applicable law; (d) if such Claim arises from any failure to perform a non-monetary obligation, other than a default arising from failure to operate a non-residential real property lease subject to section 365(b)(1)(A) of the Bankruptcy Code, compensating the Holder of such Claim (other than any Debtor or an insider of any Debtor) for any actual pecuniary loss incurred by the Holder of such Claim as a result of such failure and (e) not otherwise altering the legal, equitable or contractual rights to which such Claim entitles the Holder of such Claim.

~~2.1.101~~2.1.96 “Rejected Executory Contract and Unexpired Lease List” means the list that shall be included in the Plan Supplement of Executory Contracts and Unexpired Leases (including any amendments or modifications thereto) that will be rejected by the Debtors pursuant to the provisions of Section ~~8.1~~18.1 of the Plan, which list may be amended pursuant to the terms of the Plan and the Restructuring Support Agreement at any time prior to the Effective Date on no less than ~~three~~ten Business Days’ notice to the non-Debtor Entity party thereto ~~pursuant to the terms of the Plan and the Restructuring Support Agreement~~.

~~2.1.102~~2.1.97 “Rejection Damages Claim” means a Claim arising from the rejection of an Executory Contract or Unexpired Lease pursuant to section 365 of the Bankruptcy Code.

~~2.1.103~~2.1.98 “Rejection Damages Claims Bar Date” means, with respect to any given Rejection Damages Claim, the date that is thirty days after service on the affected counterparty of notice of the entry of an order of the Bankruptcy Court (including the Confirmation Order) approving such rejection.

~~2.1.104~~2.1.99 “Released Parties” means each of: ~~(a) the Debtors; (b) the Reorganized Debtors; (c) the Supporting Creditors (other than a Holder of a Claim or Interest that has elected not to provide the releases under Section 10.8 of the Plan); (d) the Term Loan Agents and (e) with respect to each of the foregoing Entities in clauses (a) through (d), each such~~ “Related Persons” means with respect to any Person or Entity, such Person or Entity’s predecessors, successors and assigns, and Affiliates and its and their parents, subsidiaries, managed accounts, funds, and current and former officers, directors, principals, advisors, members, managers, limited partners, general partners, equity holders, controlling persons, employees, agents, representatives, financial advisors, attorneys, accountants, investment bankers, consultants, representatives, management companies, fund advisors, advisory board members and other professionals, and each such ~~Person’s~~Person or Entity’s respective heirs, executors, estates, servants and nominees, in each case solely in their capacity as such.

~~2.1.105~~ “Releasing Parties” means each of: ~~(a) the Supporting Creditors who is a Released Party; (b) each Holder of a Claim or Interest other than a Person or Entity that has elected not to provide the releases under Section 10.8 of the Plan; (c) the Term Loan Agents and (d) to the fullest extent permitted by applicable law, with respect to each of the foregoing parties under clauses (a) and (c), each such Entity’s predecessors, successors and assigns, and Affiliates and its and their parents, subsidiaries, managed accounts, funds, and current and former officers, directors, principals, advisors, members, managers, limited partners, general partners, equity holders, controlling persons, employees, agents, representatives, financial advisors, attorneys, accountants, investment bankers, consultants, representatives, management~~

~~companies, fund advisors, advisory board members and other professionals, and each such Person's respective heirs, executors, estates, servants and nominees, in each case solely in their capacity as such.~~

~~2.1.106~~ ~~“Remaining Sale Proceeds” means the Sale Proceeds less \$125 million and the Service Fee.~~

2.1.100 “Released Parties” means each of: (a) the Debtors; (b) the Reorganized Debtors; (c) Holders of First Lien Term Loan Claims and Holders of Second Lien Term Loan Claims (other than a Holder that has elected not to provide the releases under Section 10.7 of the Plan); (d) the Term Loan Agents and (e) the Related Persons of each of the foregoing Entities in clauses (a) through (d).

2.1.101 “Releasing Parties” means each of: (a) the Supporting Creditors who is a Released Party; (b) each Holder of a Claim or Interest (other than a Holder of a First Lien Term Loan or a Holder of a Second Lien Term Loan that has elected not to provide the releases under Section 10.7 of the Plan) and (c) the Term Loan Agents.

~~2.1.107~~ 2.1.102 “Reorganized ARM” means ARM and any successor thereto, whether by merger, consolidation or otherwise, on and after the Effective Date.

~~2.1.108~~ 2.1.103 “Reorganized ARM Holdings” means ARM Holdings and any successor thereto, whether by conversion, merger, consolidation or otherwise, on and after the Effective Date, including any successor Delaware corporation upon effectiveness of the transactions contemplated in Section 1.1 of the Plan.

~~2.1.109~~ 2.1.104 “Reorganized ARM Minerals” means ARM Minerals and any successor thereto, whether by merger, consolidation or otherwise, on and after the Effective Date.

~~2.1.110~~ 2.1.105 “Reorganized Debtors” means the Debtors and any successors thereto, whether by merger, consolidation or otherwise, on and after the Effective Date.

~~2.1.111~~ 2.1.106 “Required Consenting First Lien Term Lenders” means, as of any date of determination, those Supporting First Lien Term Lenders holding at least 50% of the aggregate outstanding principal amount of the First Lien Term Loans held by Supporting First Lien Term Lenders, provided that for purposes of this definition, the term “Supporting First Lien Term Lenders” excludes any Holder of First Lien Term Loans that, on the relevant date of determination, is in breach of any of its material obligations hereunder.

~~2.1.112~~ 2.1.107 “Required Consenting Lenders” means the Required Consenting First Lien Term Lenders, and, solely to the extent that a proposed action, modification, amendment, supplement or waiver adversely affects the recoveries of the Supporting Second Lien Term Lenders, the Required Consenting Second Lien Term Lenders.

~~2.1.113~~ 2.1.108 “Required Consenting Second Lien Term Lenders” means, as of any date of determination, those Supporting Second Lien Term Lenders holding at least

50% of the aggregate outstanding principal amount of the Second Lien Term Loans held by Supporting Second Lien Term Lenders, provided that for purposes of this definition, the term “Supporting Second Lien Term Lenders” excludes any Holder of Second Lien Term Loans that, on the relevant date of determination, is in breach of any of its material obligations hereunder.

~~2.1.114~~2.1.109 “Restructuring Support Agreement” means the restructuring support agreement (as amended, supplemented or otherwise modified from time to time, including all exhibits and annexes thereto) by and among Ascent Resources, LLC, ARM Holdings, ARM, ARM Minerals and the Supporting Creditors thereto, dated as of September 5, 2017.

~~2.1.115~~ —“~~Sale~~” means a sale of all or substantially all assets of the Debtors pursuant to the Purchase Agreement.

~~2.1.116~~ —“~~Sale Proceeds~~” means the net Cash proceeds from the Sale after accounting for all transaction costs, expenses and working capital needs.

~~2.1.117~~ —“~~Second Lien Full Recovery Amount~~” means the amount of principal plus accrued interest, including at the Default Rate (as defined in the Second Lien Term Loan Agreement) to the extent applicable, on the Second Lien Term Loan as of the date of the distribution of the Remaining Sale Proceeds to Holders of the Second Lien Term Loan Claims.

~~2.1.118~~ —“~~Second Lien Sale Consideration~~” means the Remaining Sale Proceeds multiplied by the applicable percentage set forth in Schedule 1 attached hereto.

~~2.1.119~~2.1.110 “Second Lien Term Loan” means the principal amount and accrued and unpaid interest, including at the Default Rate (as defined in the Second Lien Term Loan Agreement) to the extent applicable, of term loans outstanding under the Second Lien Term Loan Agreement as of the date hereof.

~~2.1.120~~2.1.111 “Second Lien Term Loan Agreement” means that Second Lien Term Loan Agreement, dated as of August 4, 2014, by and among ARM, as borrower, each of the guarantors named therein, and the lenders party thereto, as amended, restated, supplemented or otherwise modified from time to time prior to the date hereof.

~~2.1.121~~2.1.112 “Second Lien Term Loan Claim” means any Claim against any of the Debtors arising out of or related to the Second Lien Term Loan.

~~2.1.122~~2.1.113 “Second Lien Term Loan Documents” means that Second Lien Term Loan Agreement together with any related security documents, as amended from time to time.

~~2.1.123~~2.1.114 “Secured Claim” means a Claim that is secured by a Lien on property in which an Estate has an interest or that is subject to setoff under section 553 of the Bankruptcy Code, to the extent of the value of the Claim Holder’s interest in the Estate’s interest in such property or to the extent of the amount subject to setoff, as applicable, as determined pursuant to section 506(a) of the Bankruptcy Code.

~~2.1.124~~2.1.115 “Securities Act” means the Securities Act of 1933, as now in effect or hereafter amended, and the rules and regulations of the U.S. Securities and Exchange Commission promulgated thereunder.

~~2.1.125~~ “Service Fee” means the fee payable to ARMS or its Designee for services rendered in connection with a Sale, which shall be:

- ~~• if the Sale is consummated within one year after September 25, 2017, \$12.5 million;~~
- ~~• if the Sale is consummated between 12 and 15 months after September 25, 2017, an amount equivalent to 4% of the equity value of ARM;~~
- ~~• if the Sale is consummated between 15 and 18 months after September 25, 2017, an amount equivalent to 5.5% of the equity value of ARM and~~
- ~~• if the Sale is consummated more than 18 months after September 25, 2017, an amount equivalent to 7% of the equity value of ARM.~~

~~2.1.126~~2.1.116 “Solicitation and Claims Agent” means the Debtors’ solicitation agent, Prime Clerk LLC, which is located at 830 3rd Avenue, 9th Floor, New York, New York 10022.

~~2.1.127~~2.1.117 “Supermajority Consenting First Lien Term Lenders” means, as of any date of determination, those Supporting First Lien Term Lenders holding at least two-thirds of the aggregate outstanding principal amount of the First Lien Term Loans held by all of the Supporting First Lien Term Lenders, provided that for purposes of this definition, the term “Supporting First Lien Term Lenders” excludes any Holder of First Lien Term Loans that, on the relevant date of determination, is in breach of any of its material obligations hereunder.

~~2.1.128~~2.1.118 “Supermajority Consenting Lenders” means, collectively, the Supermajority Consenting First Lien Term Lenders and the Supermajority Consenting Second Lien Term Lenders.

~~2.1.129~~2.1.119 “Supermajority Consenting Second Lien Term Lenders” means, as of any date of determination, those Supporting Second Lien Term Lenders holding at least two-thirds of the aggregate outstanding principal amount of the Second Lien Term Loans held by all of the Supporting Second Lien Term Lenders, provided that for purposes of this definition, the term “Supporting Second Lien Term Lenders” excludes any Holder of Second Lien Term Loans that, on the relevant date of determination, is in breach of any of its material obligations hereunder.

~~2.1.130~~2.1.120 “Supporting Creditors” means the Supporting First Lien Term Lenders and the Supporting Second Lien Term Lenders.

~~2.1.131~~2.1.121 “Supporting First Lien Term Lenders” means the Holders of the First Lien Term Loans who are party to the Restructuring Support Agreement.

~~2.1.132~~2.1.122 “Supporting Second Lien Term Lenders” means the Holders of the Second Lien Term Loans who are party to the Restructuring Support Agreement.

~~2.1.133~~2.1.123 “Term Loan Agents” means the First Lien Agent and Cortland Capital Market Services LLC as administrative agent and collateral agent for the lenders under the Second Lien Term Loan Agreement, or any successor agent appointed in accordance with the terms of the Second Lien Term Loan Agreement.

~~2.1.134~~2.1.124 “Term Loan Agreements” means the First Lien Term Loan Agreement and the Second Lien Term Loan Agreement.

~~2.1.135~~2.1.125 “Term Loan Documents” means the First Lien Term Loan Documents and the Second Lien Term Loan Documents.

~~2.1.136~~2.1.126 “Term Loan Claims” means the First Lien Term Loan Claims together with the Second Lien Term Loan Claims.

~~2.1.137~~2.1.127 “Term Loans” means First Lien Term Loan and the Second Lien Term Loan.

~~2.1.138~~2.1.128 “Third Party Released Claims” has the meaning set forth in Section ~~4.6~~4.5 of the Plan.

~~2.1.139~~2.1.129 “Unexpired Lease” means a lease to which one or more of the Debtors is a party and that is subject to assumption or rejection under section 365 of the Bankruptcy Code.

~~2.1.140~~2.1.130 “Unimpaired” means, with respect to a Claim, Interest or Class of Claims or Interests, not “impaired” within the meaning of such term in section 1124 of the Bankruptcy Code.

~~2.1.141~~2.1.131 “United States of America,” “United States” or “U.S.” means the United States of America and its federal agencies.

~~2.1.142~~2.1.132 “U.S. Trustee” means the Office of the United States Trustee for the District of Delaware.

~~2.1.143~~2.1.133 “U.S. Trustee Fees” means fees arising under 28 U.S.C. § 1930(a)(6) and, to the extent applicable, accrued interest thereon arising under 31 U.S.C. § 3717.

~~2.1.144~~2.1.134 “Voting Deadline” means 4:00 p.m. (prevailing Eastern Time) on March 1, 2018.

~~2.1.145~~2.1.135 “Voting Instructions” means the instructions for voting on the Plan contained in Article V of the Disclosure Statement and the Ballots.

~~2.1.146~~2.1.136 “Voting Record Date” means the record date for voting on the Plan, which shall be January 31, 2018.

## 2.2 Rules of Interpretation

For the purposes of this Plan: (i) any reference herein to the word “including” or any word of similar import shall be read to mean “including without limitation”; (ii) unless otherwise specified, all references herein to “Sections” are references to Sections hereof or hereto; (iii) unless otherwise specified, the words “herein,” “hereof” and “hereto” refer to the Plan in its entirety rather than a particular portion of the Plan; (iv) captions and headings to Sections are inserted for the convenience of reference only and are not intended to be a part of or to affect the interpretation of the Plan; (v) unless otherwise specified herein, the rules of construction set forth in section 102 of the Bankruptcy Code shall apply; (vi) unless otherwise specified, all references herein to exhibits are references to exhibits in the Plan Supplement; (vii) all references to docket numbers of documents filed in ~~these~~the Chapter 11 Cases are references to the docket numbers under the Bankruptcy Court’s Case Management/Electronic Case Files system; (viii) all references to statutes, regulations, orders, rules of courts and the like shall mean as amended from time to time, and as applicable to ~~these~~the Chapter 11 Cases, unless otherwise stated; (ix) any reference herein to a contract, agreement, lease, plan, policy, document or instrument being in a particular form or on particular terms and conditions means that the same shall be substantially in that form or substantially on those terms and conditions; (x) any reference herein to a contract, agreement, lease, plan, policy, document or instrument or schedule or exhibit thereto, whether or not filed, shall mean the same as amended, restated, modified or supplemented from time to time in accordance with the terms hereof or thereof; (xi) any immaterial effectuating provisions may be interpreted by the Debtors and the Reorganized Debtors in such a manner that is consistent with the overall purpose and intent of the Plan, all without further Bankruptcy Court order; (xii) any reference to an Entity as a Holder of a Claim or Interest includes that Entity’s successors and permitted assigns; (xiii) except as otherwise expressly provided in this Plan, where this Plan contemplates that any Debtor or Reorganized Debtor shall take any action, incur any obligation, issue any security or adopt, assume, execute or deliver any contract, agreement, lease, plan, policy, document or instrument on or prior to the Effective Date, the same shall be duly and validly authorized by the Plan and effective against and binding upon such Debtor and/or Reorganized Debtor, as applicable, on and after the Effective Date without further notice to, order of or other approval by the Bankruptcy Court, action under applicable law, regulation, order or rule, or the vote, consent, authorization or approval of the board of directors of any Debtor or Reorganized Debtor or any other Entity and (xiv) except as otherwise provided in the Plan, anything required to be done by the Debtors or the Reorganized Debtors, as applicable, on the Effective Date may be done on the Effective Date or as soon as reasonably practicable thereafter.

## 2.3 Computation of Time

In computing any period of time prescribed or allowed by the Plan, unless otherwise expressly provided, the provisions of Bankruptcy Rule 9006(a) shall apply. If any

payment, distribution, act or deadline under the Plan is required to be made or performed or occurs on a day that is not a Business Day, then the making of such payment or distribution, the performance of such act or the occurrence of such deadline shall be deemed to be on the next succeeding Business Day, but shall be deemed to have been completed or to have occurred as of the required date.

2.4 References to Monetary Figures

All references in the Plan to monetary figures shall refer to currency of the United States of America, unless otherwise expressly provided.

2.5 Exhibits; Schedules; Plan Supplement

All exhibits and schedules to the Plan, including the Plan Supplement, are incorporated into and are a part of the Plan as if set forth in full herein.



### 3. ADMINISTRATIVE EXPENSE CLAIMS, PRIORITY TAX CLAIMS AND STATUTORY FEES

#### 3.1 Administrative Expense Claims

##### 3.1.1 Treatment of Administrative Expense Claims

Except to the extent that the applicable Holder of an Allowed Administrative Expense Claim agrees to less favorable treatment with the Debtors or Reorganized Debtors, each Holder of an Allowed Administrative Expense Claim shall receive, on account of such Allowed Administrative Expense Claim, payment in full in Cash (i) on or as soon as reasonably practicable after the later of the Effective Date and the date such Claim is Allowed, (ii) as otherwise may be agreed upon by such Holder and the applicable Debtor or Reorganized Debtor or (iii) as otherwise ordered by the Bankruptcy Court.

Notwithstanding the foregoing, Allowed Administrative Expense Claims regarding assumed agreements, obligations incurred by the Debtors in the ordinary course of business during the Chapter 11 Cases and obligations approved by the Bankruptcy Court shall be paid in full and performed by the Reorganized Debtors in the ordinary course of business (or as otherwise approved by the Bankruptcy Court) in accordance with the terms and subject to the conditions of any agreements governing, instruments evidencing or other documents relating to such Claims.

##### 3.1.2 Filing Administrative Expense Claims

~~A notice setting forth the Administrative Expense Claim Bar Date will be (i) filed on the Bankruptcy Court's docket and served with the notice of the Effective Date and (ii) posted on the Debtors' case information website established and maintained by the Solicitation and Claims Agent. No other notice of the Administrative Expense Claim Bar Date will be provided.~~

Absent order of the Bankruptcy Court to the contrary, all requests for payment of Administrative Expense Claims that accrued on or before the Effective Date (other than on account of Professional Fee Claims and U.S. Trustee Fees) must be filed with the Solicitation and Claims Agent and served on counsel for the Reorganized Debtors by the Administrative Expense Claim Bar Date. Any Holder of an Administrative Expense Claim who is required to, but does not, file and serve a request for payment of such Administrative Expense Claim pursuant to the procedures specified in the Confirmation Order on or prior to the Administrative Expense Claim Bar Date shall be forever barred, estopped and enjoined from asserting such Administrative Expense Claim against the Debtors or the Reorganized Debtors or their respective property, and such general Administrative Expense Claim shall be deemed discharged as of the Effective Date.

The Reorganized Debtors, in their sole discretion, shall have exclusive authority to settle Administrative Expense Claims without further Bankruptcy Court approval.

Unless the Debtors or the Reorganized Debtors object to a timely filed and properly served Administrative Expense Claim by the Claims Objection Deadline, such



Administrative Expense Claim shall be deemed Allowed in the amount requested. If the Debtors or the Reorganized Debtors object to an Administrative Expense Claim, the parties may confer to try to reach a settlement and, failing that, the Bankruptcy Court shall determine whether such Administrative Expense Claim should be Allowed and, if so, in what amount.

Notwithstanding the foregoing, requests for payment of Administrative Expense Claims need not be filed for Administrative Expense Claims that (i) are for goods or services provided to the Debtors in the ordinary course of business, (ii) previously have been Allowed by Final Order of the Bankruptcy Court, (iii) are for Cure Costs, (iv) are on account of postpetition taxes (including any related penalties or interest) owed by the Debtors or the Reorganized Debtors to any Governmental Unit or (v) the Debtors or Reorganized Debtors have otherwise agreed in writing do not require such a filing.

### 3.2 Professional Fee Claims

#### 3.2.1 Final Fee Applications

All final requests for payment of Professional Fee Claims shall be filed and served no later than sixty days after the Effective Date. The Bankruptcy Court shall determine the Allowed amounts of such Professional Fee Claims. Any objections to Professional Fee Claims must be filed and served on the Debtors and the Reorganized Debtors and the requesting party no later than thirty days after service of the final request for payment of Professional Fee Claims.

Except to the extent that the applicable Holder of an Allowed Professional Fee Claim agrees to less favorable treatment with the Debtors or Reorganized Debtors, each Holder of a Professional Fee Claim [that has been approved by the Bankruptcy Court](#) shall be paid in full in Cash.

#### 3.2.2 Professional Fee Escrow Account

~~On or prior to~~ the Effective Date, the Debtors shall fund the Professional Fee Escrow Account with Cash equal to the aggregate Professional Fee Reserve Amount for all Professionals. The Professional Fee Escrow Account shall be maintained in trust for the Professionals. Such funds in the Professional Fee Escrow Account shall not constitute property of the Debtors' Estates or property of the Reorganized Debtors, except as otherwise expressly set forth in the last sentence of this paragraph. The amount of Professional Fee Claims owing to the Professionals on and after the Effective Date shall be paid in Cash to such Professionals from funds held in the Professional Fee Escrow Account, without interest or other earnings therefrom, as soon as reasonably practicable after such Claims are Allowed by a Bankruptcy Court order. When all Allowed Professional Fee Claims have been paid in full, amounts remaining in the Professional Fee Escrow Account, if any, shall revert to the Reorganized Debtors.

#### 3.2.3 Professional Fee Reserve Amount

To receive payment for unbilled fees and expenses incurred through and including the Effective Date, the Professionals shall estimate their accrued Professional Fee Claims prior to and as of the Confirmation Date, along with an estimate of fees and expenses to be incurred

through and including the Effective Date, and shall deliver such good-faith estimates to the Debtors no later than seven days after the Confirmation Date; *provided, however*, that such estimates shall not be considered an admission or limitation with respect to the fees and expenses of such Professional. If a Professional does not provide such estimate, the Debtors may estimate the unbilled fees and expenses of such Professional. The total amount so estimated as of the Confirmation Date shall comprise the Professional Fee Reserve Amount. To the extent the Professional Fee Reserve Amount is not sufficient to pay all Allowed Professional Fee Claims in full, the remaining aggregate amount of the Allowed Professional Fee Claims shall be paid out of funds remaining in the Debtors' Estates and, to the extent such funds are insufficient, by the Reorganized Debtors.

#### 3.2.4 Post-Effective Date Fees and Expenses

Except as otherwise specifically provided in the Plan, from and after the Effective Date, the Reorganized Debtors shall, in the ordinary course of business and without any further notice to or action, order or approval of the Bankruptcy Court, pay in Cash the legal, professional or other fees and expenses related to the implementation and consummation of the Plan incurred by the Reorganized Debtors following the Effective Date. Upon the Effective Date, any requirement that Professionals comply with sections 327 through 331 and 1103 of the Bankruptcy Code in seeking retention or compensation for services rendered after such date shall terminate, and each Reorganized Debtor may employ and pay any Professional for services rendered or expenses incurred after the Effective Date in the ordinary course of business without any further notice to or action, order or approval of the Bankruptcy Court.

#### 3.3 Treatment of Priority Tax Claims

Except to the extent that the applicable Holder of an Allowed Priority Tax Claim has been paid by the Debtors before the Effective Date, or the applicable Reorganized Debtor and such Holder agree to less favorable treatment with the Reorganized Debtors, each Holder of an Allowed Priority Tax Claim shall receive, on account of such Allowed Priority Tax Claim, at the option of the Debtors or Reorganized Debtors, (i) payment in full in Cash made on or as soon as reasonably practicable after the Effective Date, (ii) regular installment payments in accordance with section 1129(a)(9)(C) of the Bankruptcy Code or (iii) such other amounts and in such other manner as may be determined by the Bankruptcy Court to provide the Holder of such Allowed Priority Tax Claim deferred Cash payments having a value, as of the Effective Date, equal to such Allowed Priority Tax Claim.

The Reorganized Debtors shall have the right, in their sole discretion, to pay any Allowed Priority Tax Claim or any remaining balance of an Allowed Priority Tax Claim (together with accrued but unpaid interest) in full at any time on or after the Effective Date without premium or penalty.

#### 3.4 Statutory Fees Payable Pursuant to 28 U.S.C. § 1930

~~The Debtors or the Reorganized Debtors, as applicable, shall pay all U.S. Trustee Fees for each quarter (including any fraction thereof) until these Chapter 11 Cases are converted, dismissed or closed, whichever occurs first.~~

All fees due and payable pursuant to section 1930 of Title 28 of the U.S. Code prior to the Effective Date shall be paid by the Debtors on the Effective Date. After the Effective Date, the Debtors and the Reorganized Debtors shall be jointly and severally liable to pay any and all such fees when due and payable. The Reorganized Debtors shall file all quarterly reports due prior to the Effective Date when they become due, in a form reasonably acceptable to the U.S. Trustee. After the Effective Date, the Reorganized Debtors shall file with the Bankruptcy Court quarterly reports when they become due, in a form reasonably acceptable to the U.S. Trustee, which reports shall include a separate schedule of disbursements made by the Disbursing Agent during the applicable period, attested to by an authorized representative of the Disbursing Agent. Notwithstanding the substantive consolidation of the Debtors called for in the Plan, each and every one of the Debtors and the Reorganized Debtors shall remain obligated to pay quarterly fees to the U.S. Trustee until the earliest of that particular Debtor's case being closed, dismissed or converted to a case under chapter 7 of the Bankruptcy Code.

#### 4. CLASSIFICATION AND TREATMENT OF OTHER CLAIMS AND INTERESTS

Pursuant to sections 1122 and 1123 of the Bankruptcy Code, Claims and Interests are classified for all purposes, including as set forth herein. A Claim or Interest shall be deemed classified in a particular Class only to the extent that the Claim or Interest qualifies within the description of that Class, and shall be deemed classified in a different Class to the extent that any remainder of such Claim or Interest qualifies within the description of such different Class. A Claim or Interest is in a particular Class only to the extent that such Claim or Interest is Allowed in that Class and has not been paid or otherwise satisfied prior to the Effective Date. ~~Any Claim or Interest that has been paid or satisfied, or any Claim or Interest that has been amended or superseded.~~ For any Claim or Interest where a Proof of Claim has been filed, upon payment or satisfaction of such Claim or Interest and notice of such payment or satisfaction to the Holder of such Claim or Interest, such Claim or Interest may be adjusted or expunged on the official claims register without a claims objection having to be filed and without any further notice to or action, order or approval of the Bankruptcy Court.

Except as otherwise specifically provided for in the Plan, the Confirmation Order or other order of the Bankruptcy Court, or required by applicable non-bankruptcy law, in no event shall any Holder of an Allowed Claim be entitled to receive payments that in the aggregate exceed the Allowed amount of such Holder's Claim.

##### 4.1 Deemed Substantive Consolidation

The Plan shall serve as a motion by the Debtors seeking entry of a Bankruptcy Court order deeming the substantive consolidation of the Debtors' Estates into a single Estate for certain limited purposes related to the Plan, including voting, Confirmation and distribution. As a result of the deemed substantive consolidation of the Estates, each Class of Claims and Interests will be treated as against a single consolidated Estate without regard to the separate legal existence of the Debtors. The Plan will not result in the merger or otherwise affect the separate legal existence of each Debtor, other than with respect to voting and distribution rights under the Plan.

##### 4.2 Summary of Classes and Treatment of Claims Against and Interests in the Debtors

The following table designates the Classes of Claims against and Interests in the Debtors and specifies which of those classes are (i) impaired or unimpaired by the Plan and (ii) entitled to vote to accept or reject the Plan in accordance with section 1126 of the Bankruptcy Code or deemed to accept or reject the Plan.<sup>2</sup> ~~In the event of a Sale on or prior to the Effective Date, these Classes of Claims against and Interests in the Debtors and the extent to which they are (i) impaired or unimpaired by the Plan and (ii) entitled to vote to accept or reject the Plan in accordance with section 1126 of the Bankruptcy Code or deemed to accept or reject the Plan shall be unchanged; however, the treatment of each class shall be in accordance with Section 4.4~~

<sup>2</sup> The information in the table is provided in summary form, and is qualified in its entirety by ~~Sections~~Section 4.3 ~~and 4.4~~ of the Plan.

~~of the Plan. A vote to accept the Plan shall constitute a vote to accept the treatment provided under both Sections 4.3 and 4.4 of the Plan.~~

Class	Designation	Status	Voting Rights
1	Other Priority Claims	Unimpaired	Deemed to Accept
2	Other Secured Claims	Unimpaired	Deemed to Accept
3A	First Lien Term Loan Claims	Impaired	Entitled to Vote
3B	Second Lien Term Loan Claims	Impaired	Entitled to Vote
4	General Unsecured Claims	Unimpaired	Deemed to Accept
5A	Equity Interests in ARM Holdings	Impaired	Deemed to Accept as Plan proponent
5B	Equity Interests in ARM	Unimpaired	Deemed to Accept
5C	Equity Interests in ARM Minerals	Unimpaired	Deemed to Accept

#### 4.3 Treatment of Claims Against and Interests in the Debtors

##### 4.3.1 Class 1 – Other Priority Claims

- (a) *Classification:* Class 1 consists of all Other Priority Claims.
- (b) *Treatment:* Except to the extent that a Holder of an Allowed Other Priority Claim agrees to a less favorable treatment with the applicable Debtor(s) and the Supermajority Consenting First Lien Term Lenders, in full and final satisfaction, settlement, release and discharge of and in exchange for its Allowed Other Priority Claim, each Holder of such Allowed Other Priority Claim shall be paid in full in Cash on or as soon as reasonably practicable after the latest of (i) the Effective Date, (ii) the date on which such Other Priority Claim becomes Allowed and (iii) such other date as may be ordered by the Bankruptcy Court which does not result in an impairment of such Allowed Other Priority Claim.
- (c) *Voting:* Class 1 is Unimpaired. Each Holder of an Other Priority Claim is conclusively deemed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. No Holder of Other Priority Claims is entitled to vote to accept or reject the Plan.

##### 4.3.2 Class 2 – Other Secured Claims

- (a) *Classification:* Class 2 consists of all Other Secured Claims.
- (b) *Treatment:* Except to the extent that a Holder of an Allowed Other Secured Claim agrees to a less favorable treatment with the applicable Debtor(s) and the Supermajority Consenting First Lien Term Lenders, in full and final satisfaction, settlement, release and discharge of and in exchange for its Allowed Other Secured Claim, each Holder of an Allowed Other Secured Claim shall receive one

of the following treatments, in the sole discretion of the applicable Debtor: (i) payment in full in Cash, including the payment of any interest payable under section 506(b) of the Bankruptcy Code; on the latter of (1) the Effective Date and (2) on the date that such Allowed Other Secured Claim becomes Allowed, or as soon thereafter as is reasonably practicable; (ii) delivery of the collateral securing such Allowed Other Secured Claim or (iii) treatment of such Allowed Other Secured Claim in any other manner that renders the Claim Unimpaired.

- (c) *Voting:* Class 2 is Unimpaired. Each Holder of an Other Secured Claim is conclusively deemed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. No Holder of an Other Secured Claim is entitled to vote to accept or reject the Plan.

#### 4.3.3 Class 3A – First Lien Term Loan Claims

- (a) *Classification:* Class 3 consists of all First Lien Term Loan Claims.
- (b) *Allowance:* The First Lien Term Loan Claims shall be Allowed in an aggregate amount equal to \$749,000,054, representing principal and accrued and unpaid interest at the contractual rate, including the Default Rate (as defined in the First Lien Term Loan Agreement) to the extent applicable, up to and including the Petition Date plus all other fees, costs, charges and other expenses provided for under the First Lien Term Loan Agreement.
- (c) *Treatment:* On the Effective Date, each Holder of First Lien Term Loan Claims shall receive, on account of and in full and final satisfaction, settlement, release and discharge of and in exchange for its Allowed First Lien Term Loan Claims, its Pro Rata share of (i) 96.56% of initial New ARM Holdings Interests, subject to dilution (a) upon exercise of the New First Lien Warrants or New Second Lien Warrants and (b) upon issuance to ARMS or its Designee of up to 7% of the initial New ARM Holdings Interests and the exercise of the New ARM Holdings Warrants, in each case pursuant to the terms of the New Management Services Agreement, (ii) the New First Lien Warrants and (iii) the New First Lien Term Loan. For the avoidance of doubt, each Holder of First Lien Term Loan Claims shall be deemed to have waived any right to any distribution under Class 4 in respect of its First Lien Term Loan Claims, including, without limitation, on account of any diminution in value of any collateral securing the First Lien Term Loan Claims or any portion of the First Lien Term Loan Claims that may have been unsecured.

- (d) *Voting:* Class 3A is Impaired and each Holder of a First Lien Term Loan Claim is entitled to vote to accept or reject the Plan.

#### 4.3.4 Class 3B – Second Lien Term Loan Claims

- (a) *Classification:* Class 3B consists of all Second Lien Term Loan Claims.
- (b) *Allowance:* The Second Lien Term Loan Claim shall be Allowed in an aggregate amount equal to \$378,694,986, representing principal and accrued and unpaid interest at the contractual rate, including the Default Rate (as defined in the Second Lien Term Loan Agreement) to the extent applicable, up to and including the Petition Date plus all other fees, costs, charges and other expenses provided for under the Second Lien Term Loan Agreement.
- (c) *Treatment:* On the Effective Date, each Holder of Second Lien Term Loan Claims shall receive, on account of and in full and final satisfaction, settlement, release and discharge of and in exchange for its Allowed Second Lien Term Loan Claims, its Pro Rata share of (i) 3.44% of initial New ARM Holdings Interests, subject to dilution (a) upon exercise of the New First Lien Warrants or New Second Lien Warrants and (b) upon issuance to ARMS or its Designee of up to 7% of the initial New ARM Holdings Interests and the exercise of the New ARM Holdings Warrants, in each case pursuant to the terms of the New Management Services Agreement and (ii) the New Second Lien Warrants. For the avoidance of doubt, each Holder of Second Lien Term Loan Claims shall be deemed to have waived any right to any distribution under Class 4 in respect of its Second Lien Term Loan Claims, including, without limitation, on account of any diminution in value of any collateral securing the Second Lien Term Loan Claims or any portion of the Second Lien Term Loan Claims that may have been unsecured.
- (d) *Voting:* Class 3B is Impaired and each Holder of a Second Lien Term Loan Claim is entitled to vote to accept or reject the Plan.

#### 4.3.5 Class 4 – General Unsecured Claims

- (a) *Classification:* Class 4 consists of all General Unsecured Claims.
- (b) *Treatment:* The legal, equitable and contractual rights of the Holders of Allowed General Unsecured Claims are unaltered by the Plan (subject to the Allowed amount of such Claims being “statutorily capped” under section 502 of the Bankruptcy Code, as applicable). Each Holder of an Allowed General Unsecured Claim shall receive one of the following treatments: (i) on account of and



in full and final satisfaction, settlement, release and discharge of and in exchange for its Allowed General Unsecured Claim (A) Cash in the amount of its Allowed General Unsecured Claim (1) on the Effective Date or as soon thereafter as is reasonably practicable (to the extent not previously paid as authorized by the Bankruptcy Court during the Chapter 11 Cases ~~or~~ (2) on the date that such Allowed General Unsecured Claim becomes due and owing in the ordinary course of the Debtors' business, if after the Effective Date or (3) on the date that such Allowed General Unsecured Claim becomes an Allowed Claim, or as soon thereafter as reasonably practicable, or (B) such other less favorable treatment as may be agreed upon by the Holder thereof, the applicable Debtor(s) and the Required Consenting Lenders, (ii) such other treatment as may be required to allow such Allowed General Unsecured Claim to be paid in the ordinary course of business after the Effective Date of the Chapter 11 Cases or (iii) treatment of such Allowed General Unsecured Claim in any other manner that renders the Claim Unimpaired.

- (c) *Voting:* Class 4 is Unimpaired. Each Holder of a General Unsecured Claim is conclusively deemed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. No Holder of General Unsecured Claims is entitled to vote to accept or reject the Plan.

#### 4.3.6 Class 5A – ARM Holdings Interests

- (a) *Classification:* Class 5A consists of all Interests in ARM Holdings.
- (b) *Treatment:* On the Effective Date, all Interests in ARM Holdings outstanding as of the Effective Date shall be cancelled and shall be of no further force and effect, whether surrendered for cancellation or otherwise and ARO, as the sole member of ARM Holdings shall receive no distribution on account of its Interest in ARM Holdings.
- (c) *Voting:* Class 5A is Impaired. ARO, as the sole member of ARM Holdings and as proponent of the Plan, has consented to the treatment described above, and shall be deemed to have voted in favor of the Plan.

#### 4.3.7 Class 5B – ARM Interests

- (a) *Classification:* Class 5B consists of all Interests in ARM.
- (b) *Treatment:* On the Effective Date, (i) all Interests in ARM outstanding as of the Effective Date shall be cancelled and shall be of no further force and effect, whether surrendered for cancellation



or otherwise and (ii) ARM Holdings, as the sole member of ARM, shall receive 100% of the New ARM Interests. For the avoidance of doubt, on the Effective Date, Reorganized ARM Holdings shall own 100% of Reorganized ARM.

- (c) *Voting:* Class 5B is Unimpaired. Each Holder of an Interest in ARM is conclusively deemed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. No Holder of an Interest in ARM is entitled to vote to accept or reject the Plan.

#### 4.3.8 Class 5C – ARM Minerals Interests

- (a) *Classification:* Class 5C consists of all Interests in ARM Minerals.
- (b) *Treatment:* On the Effective Date, (i) all Interests in ARM Minerals outstanding as of the Effective Date shall be cancelled and shall be of no further force and effect, whether surrendered for cancellation or otherwise and (ii) ARM, as the sole member of ARM Minerals, shall receive 100% of the New ARM Minerals Interests. For the avoidance of doubt, on the Effective Date, Reorganized ARM shall own 100% of Reorganized ARM Minerals.
- (c) *Voting:* Class 5C is Unimpaired. Each Holder of an Interest in ARM Minerals is conclusively deemed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. No Holder of an Interest in ARM Minerals is entitled to vote to accept or reject the Plan.

#### ~~4.4 — Treatment of Claims in the Event of a Sale on or Prior to Effective Date~~

~~In the event the Debtors consummate a Sale on or prior to the Effective Date in accordance with Section 6.2 of the Plan, the treatment of Claims and Interests in the Debtors shall be as follows:~~

~~4.4.1 — The treatment of Other Priority Claims (Class 1), Other Secured Claims (Class 2) and General Unsecured Claims (Class 4) shall remain unchanged from the treatment as set forth in Section 4.3 of the Plan.~~

~~4.4.2 — The Sale Proceeds shall be distributed as follows:~~

~~first, \$125 million Pro Rata to the Holders of First Lien Term Loan Claims;~~

~~second, the Service Fee in accordance with the terms of the Restructuring Support Agreement and~~

~~third, with respect to the Remaining Sale Proceeds, the First Lien Residual Sale Consideration Pro Rata to the Holders of First Lien Term Loan Claims and the Second Lien Sale Consideration Pro Rata to the Holders of Second Lien Term Loan Claims.~~

~~4.4.3 All Interests in ARM Holdings, ARM and ARM Minerals outstanding as of the Effective Date shall be cancelled and shall be of no further force and effect, whether surrendered for cancellation or otherwise; provided, however, if the Sale is a sale of the Debtors' Interests, New ARM Holdings Interests, New ARM Interests and New ARM Minerals Interests may be issued and sold. Holders of ARM Holdings Interests (Class 5A), ARM Interests (Class 5B) and ARM Minerals Interests (Class 5C) shall not receive any distribution.~~

#### 4.54.4 Treatment of Intercompany Claims

Notwithstanding anything herein to the contrary, on the Effective Date or as soon thereafter as is reasonably practicable, at the option of the Reorganized Debtors with the consent of the Supermajority Consenting First Lien Term Lenders, all Intercompany Claims will be: (i) preserved and reinstated, in full or in part; (ii) canceled and discharged, in full or in part, in which case such discharged and satisfied portion shall be eliminated and the Holders thereof shall not be entitled to, and shall not receive or retain, any property or interest in property on account of such portion under the Plan; (iii) eliminated or waived based on accounting entries in the Debtors' or the Reorganized Debtors' books and records and other corporate activities by the Debtors or the Reorganized Debtors; (iv) contributed to the capital of the obligor entity or (v) otherwise compromised. In no event shall Intercompany Claims be Allowed as General Unsecured Claims or entitled to any distribution under the Plan.

#### 4.64.5 Special Provision Governing Unimpaired Claims

Notwithstanding anything to the contrary in the Plan or other Definitive Restructuring Document (as defined in the Restructuring Support Agreement), (i) each Unimpaired Claim shall not be deemed settled, satisfied, resolved, released, discharged, barred or enjoined by any provision of the Plan or other Definitive Restructuring Document and (ii) the property of the Debtors' Estates that vests in the Reorganized Debtors pursuant to the Plan shall not be free and clear of the right of the Holder of such Unimpaired Claim to enforce its contractual rights in respect of its Unimpaired Claim against the Reorganized Debtors; (including, for the avoidance of doubt, satisfying its Unimpaired Claim from such property, but solely to the extent the Holder of such Claim could have done so prior to the Petition Date), in each case, until such Claim has been (x) paid in full in accordance with applicable law, on terms agreed to between the Holder of such Claim and the Debtors or Reorganized Debtors or in accordance with the terms and conditions of the particular transaction giving rise to such Claim or (y) otherwise satisfied or disposed of as determined by a court of competent jurisdiction. The Debtors, the Reorganized Debtors and any other Entity shall retain all defenses, counterclaims, rights to setoff and rights to recoupment, if any, as to Unimpaired Claims. For the avoidance of doubt, the foregoing limitation shall not apply to (i) any Claims or Causes of Action held by a Debtor, its Estate or a Reorganized Debtor that are released pursuant to Section ~~10.70~~ of the Plan (the "Debtor Released Claims") or (ii) any Claims or Causes of Action held by any Releasing Party that are released pursuant to Section ~~10.8~~10.7 of the Plan (the "Third Party Released").

Claims<sup>2)</sup>”), provided, that, for the avoidance of doubt, the Third Party Released Claims shall not include any right of the Holder of such Unimpaired Claim to enforce its contractual rights in respect of its Unimpaired Claim against the Reorganized Debtors as set forth herein or to enforce its contractual rights against any Affiliate of the Debtors that is contractually liable along with a Reorganized Debtor with respect to such Holder’s Unimpaired Claim; provided further, that the release of any Third Party Released Claim against any of the Related Persons of the Debtors and/or Reorganized Debtors shall not take effect until the Holder of such Third Party Released Claim has been (x) paid in full on account of its Unimpaired Claim in accordance with applicable law, on terms agreed to between the Holder of such Claim and the Debtors or Reorganized Debtors or in accordance with the terms and conditions of the particular transaction giving rise to such Claim or (y) its Unimpaired Claim has been otherwise satisfied or disposed of as determined by a court of competent jurisdiction. Debtor Released Claims and Third Party Released Claims shall be deemed settled, satisfied, resolved, released, discharged, barred and/or enjoined by the applicable provisions under, and pursuant to the express terms of, the Plan and other Definitive Restructuring Documents on the Effective Date. Holders of Unimpaired Claims shall not be required to file a Proof of Claim with the Court, shall not be subject to any claims resolution process in the Bankruptcy Court in connection with their Claims and shall retain all their rights under applicable non-bankruptcy law to pursue their Unimpaired Claims in any forum with jurisdiction over the parties. If the Debtors or the Reorganized Debtors dispute any Unimpaired Claim, such dispute shall be determined, resolved or adjudicated pursuant to applicable non-bankruptcy law; in any court of competent jurisdiction. Notwithstanding the foregoing, any Holder of an Unimpaired Claim who files a Proof of Claim in the Chapter 11 Cases shall be subject to the claims resolution process in the Bankruptcy Court, unless and until such Holder withdraws such Proof of Claim.

## 5. ACCEPTANCE OR REJECTION OF THE PLAN

### 5.1 Voting of Claims

Each Holder of a Claim in an Impaired Class that is entitled to vote on the Plan as of the Voting Record Date pursuant to Section 44 of the Plan shall be entitled to vote to accept or reject the Plan.

### 5.2 Presumed Acceptance of Plan

Other Priority Claims (Class 1), Other Secured Claims (Class 2), General Unsecured Claims (Class 4), Interests in ARM (Class 5B) and Interests in ARM Minerals (Class 5C) are Unimpaired by the Plan. Pursuant to section 1126(f) of the Bankruptcy Code, the Holders of Claims and Interests in such Classes are conclusively presumed to have accepted the Plan, and the votes of such Holders will not be solicited.

### 5.3 Acceptance by Impaired Classes

Pursuant to section 1126(c) of the Bankruptcy Code, and except as otherwise provided in section 1126(e) of the Bankruptcy Code, an Impaired Class of Claims shall have accepted the Plan if the holders of at least two-thirds in dollar amount and more than one-half in number of the Claims of such Class entitled to vote that actually vote on the Plan have voted to accept the Plan. First Lien Term Loan Claims (Class 3A) and Second Lien Term Loan Claims (Class 3B) are Impaired, and the votes of holders of Claims in such Classes will be solicited. No other votes from any other classes of Claims or Interests will be solicited. If Holders of Claims in a particular Impaired Class of Claims were given the opportunity to vote to accept or reject the Plan, but no Holders of Claims in such Impaired Class of Claims voted to accept or reject the Plan, then such Class of Claims shall be deemed to have accepted the Plan.

### 5.4 Elimination of Vacant Classes

Any Class of Claims or Interests that does not have a Holder of an Allowed Claim or Allowed Interest or a Claim or Interest temporarily Allowed by the Bankruptcy Court solely for voting purposes as of the date of the Confirmation Hearing shall be deemed eliminated from the Plan solely for purposes of (i) voting to accept or reject the Plan and (ii) determining acceptance or rejection of the Plan by such Class pursuant to section 1129(a)(8) of the Bankruptcy Code.

### 5.5 Confirmation Pursuant to Section 1129(b) of the Bankruptcy Code

Those Debtors whose plans contain a rejecting Class of Claims, if any, shall seek Confirmation of such plan pursuant to section 1129(b) of the Bankruptcy Code with respect to any such rejecting Class or Classes. Subject to Section 12 of the Plan, the Debtors reserve the right to amend the Plan (with the consent of the Supermajority Consenting Lenders) to the extent, if any, that Confirmation pursuant to section 1129(b) of the Bankruptcy Code requires modification.

## 6. IMPLEMENTATION OF THE PLAN

### 6.1 Operations Between the Confirmation Date and Effective Date

During the period from the Confirmation Date through and until the Effective Date, the Debtors may continue to operate their businesses as debtors-in-possession in the ordinary course in a manner consistent with past practice in all material respects (other than any changes in operations (i) resulting from or relating to the Plan or the filing of the Chapter 11 Cases or (ii) imposed by the Bankruptcy Court), substantially consistent with the transactions contemplated by the Plan and Restructuring Support Agreement, and subject to all applicable orders of the Bankruptcy Court.

### ~~6.2~~ Sale Transactions

~~In the event the Debtors, with the consent of the Supermajority Consenting First Lien Term Lenders, determine to pursue the Sale, on the Effective Date, the transactions contemplated by the Purchase Agreement and any documents in connection therewith, shall be consummated. Except as otherwise explicitly provided herein or in the Purchase Agreement, on the Effective Date, all of the Debtors' interests shall be sold and transferred to the Purchaser in accordance with the terms of the Purchase Agreement and the Plan in exchange for the consideration set forth in the Purchase Agreement.~~

~~The Confirmation Order shall, and shall be deemed to, pursuant to sections 363 and 1123 of the Bankruptcy Code, authorize, among other things, all actions as may be necessary or appropriate to effect any transaction described in, approved by, contemplated by, or necessary to effectuate the transactions contemplated by the Purchase Agreement and the Plan.~~

### ~~6.3~~ 6.2 Organizational Existence

Except as otherwise provided in the Plan, each Debtor shall, as a Reorganized Debtor, continue to exist after the Effective Date as a separate legal Entity, each with all the powers of a limited liability company or a corporation, as applicable, under the laws of its respective jurisdiction of organization and without prejudice to any right to alter or terminate such existence (whether by merger or otherwise) under applicable state law.

On the Effective Date, immediately after giving effect to the distributions set forth in Section 4.3 of the Plan, Reorganized ARM Holdings shall enter into transactions necessary and appropriate to cause Reorganized ARM Holdings to become a Delaware corporation, which may be implemented by conversion, merger, consolidation or otherwise, and adopt the New ARM Holdings Certificate of Incorporation and the New ARM Holdings By-Laws.

### ~~6.4~~ 6.3 Cancellation of Existing Interests, Existing Indebtedness and Related Agreements

On the Effective Date, except as otherwise specifically provided for in this Plan, all rights of any Holder of ~~Claims against, or~~ Interests in, the Debtors, including options or warrants to purchase Interests, obligating the Debtors to issue, transfer or sell Interests of the Debtors, shall be ~~cancelled~~ cancelled.

Upon receipt of a distribution on account of its Term Loan Claim, each record holder of a Term Loan shall be deemed to have surrendered its Term Loan, and all such surrendered Term Loans and the Term Loan Documents shall be deemed to be canceled as to the Debtors pursuant to this Section 6.3 of the Plan, except to the extent otherwise provided herein.

Except as otherwise set forth herein, the Term Loan Documents shall terminate as of the Effective Date, except as necessary to (i) enforce the rights and Claims of the Term Loan Agent vis-à-vis the applicable Term Loan lenders and any parties other than the Debtors, including, for avoidance of doubt, pursuant to the Intercreditor Agreement, (ii) allow the Term Loan Agent to receive distributions under the Plan and to distribute them to the Term Loan lenders in accordance with the terms of the applicable Term Loan Documents and (iii) preserve any rights of the Term Loan Agent and any predecessor thereof as against any money or property distributable to Holders of Term Loan Claims.

Upon the full payment or other satisfaction of an Allowed Term Loan Claim, or promptly thereafter, the Holder of such Allowed Term Loan Claim shall deliver to the Debtors or Reorganized Debtors (as applicable) any termination statements, instruments of satisfaction or releases of all security interests with respect to its Allowed Term Loan Claim that may reasonably be required in order to terminate any related financing statements, mortgages, mechanic's liens or *lis pendens*, and take any and all other steps reasonably requested by the Debtors or the Reorganized Debtors or any administrative agent under the New First Lien Term Loan Documents that are necessary to cancel and/or extinguish any Liens or security interests securing such Holder's Term Loan Claim.

#### 6.56.4 Sources of Cash for Plan Distributions

Any Cash payments or distributions required to be made hereunder shall be obtained from existing Cash of the Debtors, including Cash from business operations, ~~and the Sale Proceeds (if applicable).~~

#### 6.66.5 Implementation of Effective Date Agreements

~~On the Effective Date, provided that the Debtors have not consummated, and will not consummate the Sale~~ On the Effective Date, each of the following agreements shall become effective without further action from any Person or Entity, and shall be binding and enforceable upon each of the parties thereto: (i) the New First Lien Term Loan Documents, (ii) each New Operating Agreement, (iii) the New Management Services Agreement, (iv) New Warrant Agreements and (v) upon effectiveness of the transactions contemplated in Section 1.1 of the Plan, the New ARM Holdings By-Laws and the New ARM Holdings Certificate of Incorporation.

On the Effective Date, Reorganized ARM Holdings and ARMS shall enter into the New Management Services Agreement pursuant to which ARMS shall perform operational, administrative and management services for the Reorganized Debtors. In exchange, for providing the services and in accordance with the terms of the New Management Services Agreement, ARMS or its Designee may earn New ARM Holdings Interests in an amount up to



7% of the initial New ARM Holdings Interests and the New ARM Holdings Warrants, each authorized pursuant to the terms of the Plan.

#### 6.76.6 Fees and Expenses of the First Lien Agent

Notwithstanding any other provision in the Plan, reasonable and documented fees and expenses incurred by the First Lien Agent during the pendency of ~~these~~the Chapter 11 Cases, including reasonable fees and expenses of the advisors to the First Lien Agent, including Davis Polk & Wardwell LLP, Shaw Fishman Glantz & Towbin LLC and Moelis & Company, solely in its capacity as such, shall, without duplication and to the extent unpaid by the Debtors prior to the Effective Date, be Allowed Administrative Expense Claims and paid by the Debtors in accordance with the terms of their applicable agreements or engagement letters without further Bankruptcy Court approval upon submission of applicable invoices to the Debtors or the requirement to file a fee application with the Bankruptcy Court. The Debtors shall pay the fees and expenses set forth in this Section 6.6 of the Plan within 10 days (which time period may be extended by the applicable professional in its discretion) after delivery of an invoice therefor to the Debtors and the U.S. Trustee. None of such invoices shall be required to comply with the U.S. Trustee fee guidelines and (i) may be redacted to protect privileged, confidential or proprietary information and (ii) shall not be required to contain individual time detail (provided, that such invoice shall contain (except for financial advisors compensated on an other than an hourly basis), at a minimum, summary data regarding hours worked by each timekeeper for the applicable professional). The Debtors and the U.S. Trustee shall have three Business Days following their receipt of such invoices to file objections with Bankruptcy Court with respect to the reasonableness of the fees and expenses included therein. If any such objection is not resolved within 10 days after such objection is interposed, a hearing with respect thereto shall be conducted at a regularly scheduled omnibus hearing in the Chapter 11 Cases, provided, however, that if any party files any such objection, the Debtors shall pay (i) any undisputed portion of such fees and expenses within 15 days of their receipt of such invoice and (ii) the disputed portion of such fees and expenses promptly following the resolution of such dispute as described in this Section 6.6 of the Plan.

All reasonable and documented fees and expenses incurred by the First Lien Agent to be paid on the Effective Date shall be estimated prior to and as of the Effective Date and such estimates shall be delivered to the Debtors and the U.S. Trustee at least three Business Days before the anticipated Effective Date; provided, that such estimate shall not be considered an admission or limitation with respect to such fees and expenses. On the Effective Date, final invoices for all such fees and expenses incurred prior to and as of the Effective Date shall be submitted to the Debtors and the U.S. Trustee. Such estimated fees shall be paid on the Effective Date absent an objection lodged in accordance with the procedure described in the immediately preceding paragraph. In addition, if actual fees and expenses exceed the estimated fees and expenses for such period by more than 10%, an invoice for the actual fees and expenses for the period subject to estimation shall be delivered to the U.S. Trustee within 10 days of the Effective Date and shall be subject to review and objection on three Business Days' notice pursuant to the procedures described above.

In addition, the Debtors and Reorganized Debtors (as applicable) shall continue to pay post-Effective Date, when due and payable in the ordinary course, such fees and expenses

related to implementation, consummation and defense of the Plan, including expenses incurred in providing post-petition services directly related to distributions pursuant to the Plan. For the avoidance of doubt, such post-Effective Date payments shall not be subject to the review and objection procedures described in this Section 6.6 of the Plan.

~~6.8~~6.7 Section 1145 Exemption

To the maximum extent provided by section 1145 of the Bankruptcy Code and applicable non-bankruptcy law, the offering, issuance and distribution of the New ARM Holdings Interests, the New First Lien Warrants, the New Second Lien Warrants and any Interests issued upon exercise of the New First Lien Warrants or the New Second Lien Warrants shall be exempt from, among other things, the registration and prospectus delivery requirements of section 5 of the Securities Act and any other applicable state and federal law requiring registration and/or delivery of a prospectus prior to the offering, issuance, distribution or sale of securities, subject to the provisions of section 1145(b)(1) of the Bankruptcy Code relating to the definition of an underwriter in section 2(a)(11) of the Securities Act. In addition, any securities contemplated by the Plan and any and all agreements incorporated herein shall be freely transferable under the Securities Act by the recipients thereof, subject to compliance with any rules and regulations of the U.S. Securities and Exchange Commission, if any, applicable at the time of any future transfer of such Interests and applicable regulatory approval, if any. The New ARM Holdings Interests, the New First Lien Warrants and the New Second Lien Warrants will be distributed pursuant to the Plan.



## 7. PROVISIONS GOVERNING DISTRIBUTIONS

### 7.1 Disbursing Agent

The Debtors or Reorganized Debtors may retain a Disbursing Agent to assist with the distributions to be made under the Plan as directed by the Debtors or Reorganized Debtors. The Disbursing Agent shall make all distributions required under this Plan, except as to Holders of Term Loan Claims whose distribution is to be administered by the Term Loan Agents, which distributions shall be deposited with the appropriate Term Loan Agent for distribution to Holders of Term Loan Claims in accordance with the provisions of this Plan and the terms of the governing agreement. Distributions on account of such Claims shall be deemed completed upon delivery to the appropriate Term Loan Agent.

~~Except as otherwise set forth herein, the Reorganized Debtors shall be authorized, without further Bankruptcy Court approval, but not directed, to reimburse the Term Loan Agents for their reasonable, documented, actual and customary out-of-pocket expenses incurred in providing postpetition services directly related to distributions pursuant to the Plan.~~

Except as otherwise set forth herein, the Debtors or Reorganized Debtors shall be authorized, without further Bankruptcy Court approval, but not directed, to reimburse the Term Loan Agents for their reasonable, documented, actual and customary out-of-pocket expenses incurred in providing postpetition services directly related to distributions pursuant to the Plan. Prior to the Effective Date, the Debtors shall pay the fees and expenses set forth in this Section 7.1 of the Plan within 10 days (which time period may be extended by the applicable professional in its discretion) after delivery of an invoice therefor to the Debtors and the U.S. Trustee. None of such invoices shall be required to comply with the U.S. Trustee fee guidelines and (i) may be redacted to protect privileged, confidential or proprietary information and (ii) shall not be required to contain individual time detail (provided, that such invoice shall contain (except for financial advisors compensated on an other than an hourly basis), at a minimum, summary data regarding hours worked by each timekeeper for the applicable professional). The Debtors and the U.S. Trustee shall have three Business Days following their receipt of such invoices to file objections with Bankruptcy Court with respect to the reasonableness of the fees and expenses included therein. If any such objection is not resolved within 10 days after such objection is interposed, a hearing with respect thereto shall be conducted at a regularly scheduled omnibus hearing in the Chapter 11 Cases, *provided, however*, that if any party files any such objection, the Debtors shall pay (i) any undisputed portion of such fees and expenses within 15 days of their receipt of such invoice and (ii) the disputed portion of such fees and expenses promptly following the resolution of such dispute as described in this Section 7.1 of the Plan.

All such reasonable and documented fees and expenses incurred by the First Lien Agent to be paid on the Effective Date shall be estimated prior to and as of the Effective Date and such estimates shall be delivered to the Debtors and the U.S. Trustee at least three Business Days before the anticipated Effective Date; *provided*, that such estimate shall not be considered an admission or limitation with respect to such reasonable and documented fees and expenses. On the Effective Date, final invoices for all such reasonable and documented fees and expenses incurred prior to and as of the Effective Date shall be submitted to the Debtors and the U.S.

Trustee. Such estimated fees shall be paid on the Effective Date absent an objection lodged in accordance with the procedure described in the immediately preceding paragraph. In addition, if actual fees and expenses exceed the estimated fees and expenses for such period by more than 10%, an invoice for the actual fees and expenses for the period subject to estimation shall be delivered to the U.S. Trustee within 10 days of the Effective Date and shall be subject to review and objection on three Business Days' notice pursuant to the procedures described above.

In addition, the Debtors and Reorganized Debtors (as applicable) shall continue to pay post-Effective Date, when due and payable in the ordinary course, such fees and expenses. For the avoidance of doubt, such post-Effective Date payments shall not be subject to the review and objection procedures described in this Section 7.1 of the Plan.

## 7.2 Timing and Delivery of Distributions

### 7.2.1 Timing

Subject to any reserves or holdbacks established pursuant to the Plan, and taking into account the matters discussed in Section ~~7.3~~7.3 of the Plan, on the Effective Date or as soon as reasonably practicable thereafter, holders of Allowed Claims against all Debtors shall receive the distributions provided for Allowed Claims in the applicable Classes as of such date.

If and to the extent there are Disputed Claims as of the Effective Date, distributions on account of such Disputed Claims (which will only be made if and when they become Allowed Claims) shall be made pursuant to the provisions set forth in the Plan with respect to the treatment of Allowed Claims on or as soon as reasonably practicable after such Claim is Allowed; *provided, however*, that distributions on account of the Claims set forth in Section 3 of the Plan shall be made as set forth therein and Professional Fee Claims shall be made as soon as reasonably practicable after such Claims are Allowed by the Bankruptcy Court or as provided in any other applicable order of the Bankruptcy Court.

### 7.2.2 De Minimis Distributions

Notwithstanding any other provision of the Plan, none of the Reorganized Debtors, nor the Disbursing Agent shall have any obligation to make any distributions under the Plan with a value of less than \$50, unless a written request therefor is received by the Disbursing Agent from the relevant recipient at the addresses set forth in Section 14.10 of the Plan within 120 days after the later of the (i) Effective Date and (ii) the date such Claim becomes an Allowed Claim. *De minimis* distributions for which no such request is timely received shall revert to the Reorganized Debtors. Upon such reversion, the relevant Allowed Claim of less than \$50 (and any Claim on account of such missed distributions) shall be automatically deemed satisfied, discharged and forever barred, notwithstanding any federal or state escheat laws to the contrary.

~~Notwithstanding any other provision of the Plan, none of the Reorganized Debtors nor any Disbursing Agent shall have any obligation to make a particular distribution to a specific Holder of an Allowed Claim if such Holder is also the Holder of a Disputed Claim.~~

### 7.2.3 Delivery of Distributions – Allowed Claims

Distributions shall only be made to the record holders of Allowed Claims as of the Confirmation Date. On the Confirmation Date, at the close of business for the relevant register, all registers maintained by the Debtors, Reorganized Debtors, the Term Loan Agents, the Disbursing Agent and each of the foregoing's respective agents, successors and assigns shall be deemed closed for purposes of determining whether a Holder of such a Claim is a record holder entitled to distributions under the Plan. The Debtors, Reorganized Debtors, Term Loan Agents, Disbursing Agent and all of their respective agents, successors and assigns shall have no obligation to recognize, for purposes of distributions pursuant to or in any way arising from the Plan (or for any other purpose), any Claims that are transferred after the Confirmation Date. Instead, they shall be entitled to recognize only those record holders set forth in the registers as of the Confirmation Date. Furthermore, if a Claim is transferred twenty or fewer calendar days before the Confirmation Date, the Disbursing Agent or applicable Term Loan Agent, as applicable, shall make distributions to the transferee only if the transfer form contains an unconditional and explicit certification and waiver of any objection to the transfer by the transferor.

If any dispute arises as to the identity of a Holder of an Allowed Claim that is entitled to receive a distribution pursuant to the Plan, the Disbursing Agent may, in lieu of making such distribution to such person, make the distribution into an escrow account until the disposition thereof is determined by Final Order or by written agreement among the interested parties to such dispute.

Subject to Bankruptcy Rule 9010, a distribution to a Holder of an Allowed Claim may be made by the Disbursing Agent, in its sole discretion: (i) to the last known address of such Holder on the books and records of the Debtors or their agents, (ii) to the address set forth in any written notice of an address change delivered to the Disbursing Agent or (iii) to the address of any counsel that has appeared in the Chapter 11 Cases on such holder's behalf. In the case of a Holder whose Claim is governed by an agreement and administered by the Term Loan Agent, the applicable Term Loan Agent shall make the distribution to the address contained in the official records of such Term Loan Agent.

## 7.3 Manner of Payment Under Plan

### 7.3.1 Cash Payments

At the Disbursing Agent's option, any Cash payment may be made by check, wire transfer or any other customary payment method.

### 7.3.2 Allocation of Plan Distributions Between Principal and Interest

To the extent that any Claim entitled to a distribution under the Plan is based upon any obligation or instrument that is treated for U.S. federal income tax purposes as indebtedness of any Debtor and accrued but unpaid interest thereon, such distribution shall be allocated first to the principal amount of the Claim (as determined for federal income tax purposes) and then, to the extent the consideration exceeds the principal amount of the Claim, to accrued but unpaid interest.

### 7.3.3 Compliance Matters

In connection with the Plan, each Debtor, each Reorganized Debtor and the Disbursing Agent shall comply with all tax withholding and reporting requirements imposed by any federal, state, local or foreign taxing authority, and all distributions hereunder shall be subject to such withholding and reporting requirements. Notwithstanding any provision in the Plan to the contrary, each Debtor, each Reorganized Debtor and the Disbursing Agent shall be authorized to take all actions necessary or appropriate to comply with such withholding and reporting requirements, including liquidating a portion of the distribution to be made under the Plan to generate sufficient funds to pay applicable withholding taxes or establishing any other mechanisms that the Debtors or the Reorganized Debtors, as applicable, believe are reasonable and appropriate. For tax purposes, distributions received with respect to Allowed Claims shall be allocated first to the principal amount of Allowed Claims, with any excess allocated to unpaid interest that accrued on such Claims.

The Debtors, the Reorganized Debtors and the Disbursing Agent, as applicable, reserve the right to allocate and distribute all distributions made under the Plan in compliance with all applicable wage garnishments, alimony, child support and other spousal awards, Liens and similar encumbrances.

### 7.3.4 Foreign Currency Exchange Rate

As of the Effective Date, any Claim asserted in a currency other than U.S. dollars shall be automatically deemed converted to the equivalent U.S. dollar value using the exchange rate on the Petition Date, as quoted at 4:00 p.m. (New York time), mid-range spot rate of exchange for the applicable currency as published in *The Wall Street Journal*, National Edition, on the day after the Petition Date.

## 7.4 Undeliverable or Non-Negotiated Distributions

If any distribution is returned as undeliverable, [\(i\) the Debtors shall make reasonable efforts to determine the address of such Creditor and \(ii\)](#) no further distributions to the applicable Creditor shall be made unless and until the Disbursing Agent or appropriate Term Loan Agent is notified in writing of such Creditor's then-current address, at which time the undelivered distribution shall be made to such Creditor without interest or dividends. Undeliverable distributions shall be returned to Reorganized ARM until such distributions are claimed. All undeliverable distributions under the Plan that remain unclaimed for one year after attempted distribution shall indefeasibly revert to the Reorganized Debtors. Upon such reversion, the relevant Allowed Claim (and any Claim on account of missed distributions) shall be automatically discharged and forever barred, notwithstanding any federal or state escheat laws to the contrary.

Checks issued on account of Allowed Claims shall be null and void if not negotiated within ninety calendar days from and after the date of issuance thereof. Requests for reissuance of any check must be made directly and in writing to the Disbursing Agent by the Holder of the relevant Allowed Claim within the 90-calendar-day period. After such date, the relevant Allowed Claim (and any Claim for reissuance of the original check) shall be deemed

undeliverable as of the date of the original issuance of the check and shall indefeasibly revert to the Reorganized Debtors in accordance with the terms hereof, notwithstanding any federal or state escheat laws to the contrary.

7.5 Claims Paid by Third Parties

To the extent a Creditor receives a distribution on account of a Claim and also receives payment from a party that is not a Debtor or a Reorganized Debtor on account of such Claim, such Creditor shall, within thirty calendar days of receipt thereof, repay and/or return the distribution to the applicable Reorganized Debtor, to the extent the Creditor's total recovery on account of such Claim from the third party and under the Plan exceeds the amount of the Claim as of the date of any such distribution under the Plan.

## 8. EXECUTORY CONTRACTS AND UNEXPIRED LEASES

### 8.1 Assumption and Rejection of Executory Contracts and Unexpired Leases

Executory Contracts and Unexpired Leases not previously assumed or rejected pursuant to an order of the Bankruptcy Court will be deemed assumed ~~(or assumed and assigned to the Purchaser if the Sale is consummated on or prior to the Effective Date)~~ as of the Effective Date in accordance with the provisions and requirements of sections 365 and 1123 of the Bankruptcy Code except any Executory Contract or Unexpired Lease (i) identified on the Rejected Executory Contract and Unexpired Lease List (which shall be filed with the Bankruptcy Court in the Plan Supplement) as an Executory Contract or Unexpired Lease designated for rejection or (ii) which is the subject of a separate motion or notice to reject filed by the Debtors and pending as of the Confirmation Hearing.

Entry of the Confirmation Order by the Bankruptcy Court shall constitute an order approving the assumptions ~~(and assignment if applicable)~~ or rejections of such Executory Contracts and Unexpired Leases as set forth in the Plan, all pursuant to sections 365(a) and 1123 of the Bankruptcy Code and effective on the occurrence of the Effective Date. Each Executory Contract and Unexpired Lease assumed pursuant to the Plan or by Bankruptcy Court order, ~~and not assigned to a third party on or prior to the Effective Date,~~ shall revert in and be fully enforceable by the applicable contracting Reorganized Debtor in accordance with its terms, except as such terms may have been modified by the Debtors and the applicable counterparty with the consent of the Supermajority Consenting First Lien Term Lenders, or by order of the Bankruptcy Court. To the maximum extent permitted by law, to the extent any provision in any Executory Contract or Unexpired Lease assumed ~~(and assigned if applicable)~~ pursuant to the Plan restricts or prevents, or purports to restrict or prevent, or is breached or deemed breached by, the assumption of such Executory Contract or Unexpired Lease (including any “change of control” provision), then such provision shall be deemed modified such that the transactions contemplated by the Plan shall 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. Notwithstanding anything to the contrary in the Plan, the Debtors or Reorganized Debtors, as applicable, reserve the right to alter, amend, modify or supplement the Executory Contracts and Unexpired Leases identified on the Rejected Executory Contract and Unexpired Lease List in their discretion, prior to the Effective Date on no less than ~~three~~ten Business Days’ notice to the non-Debtor Entity party thereto, subject to the prior written consent of the Supermajority Consenting First Lien Term Lenders.

### 8.2 Cure of Defaults for Assumed Executory Contracts and Unexpired Leases

To the extent a monetary default exists under an Executory Contract or Unexpired Lease proposed to be assumed pursuant to the Plan, such monetary default shall be satisfied, pursuant to section 365(b)(1) of the Bankruptcy Code, by payment of the applicable Cure Cost in Cash on the Effective Date or as soon as reasonably practicable thereafter, subject to the limitations described below, or, subject to the consent of the Supermajority Consenting First Lien Term Lenders, on such other terms as the parties to such Executory Contract or Unexpired Lease may otherwise agree.



At least fourteen days before the Confirmation Hearing, the Debtors shall serve on the non-Debtor counterparties to the Executory Contracts and Unexpired Leases proposed to be assumed ~~(and assigned if applicable)~~ pursuant to the Plan, a notice of assumption ~~(and assignment as applicable)~~ and procedures for objecting to the assumption ~~and assignment of,~~ and/or the proposed Cure Costs for, such party's Executory Contract or Unexpired Lease and for the resolution of disputes by the Bankruptcy Court. To the extent the Debtors identify one or more Executory Contracts or Unexpired Leases for which the applicable Cure Cost is an amount other than \$0.00, the Debtors shall identify the proposed Cure Cost for each such Executory Contract and Unexpired Lease in the notice of assumption ~~(and assignment if applicable)~~ served on the applicable counterparty. Any objection by a counterparty to an Executory Contract or Unexpired Lease to a proposed assumption or ~~assignment or~~ proposed Cure Cost must be filed with the Bankruptcy Court, served and actually received by the Debtors at least seven days before the Confirmation Hearing. Any counterparty to an Executory Contract or Unexpired Lease that fails to object timely to the proposed assumption ~~or assignment~~ of its Executory Contract or Unexpired Lease pursuant to the Plan or the proposed Cure Cost applicable thereto will be deemed to have consented to such assumption and ~~assignment (as applicable) and~~ Cure Cost. Notwithstanding anything herein to the contrary, in the event that any Executory Contract or Unexpired Lease is removed from the Rejected Executory Contract and Unexpired Lease List after the fourteen-day deadline referenced above, a notice of assumption ~~(and assignment if applicable)~~ and proposed Cure Cost with respect to such Executory Contract or Unexpired Lease will be sent promptly to the counterparty thereof and a noticed hearing set to consider whether such Executory Contract or Unexpired Lease can be assumed ~~(and assigned if applicable) and, if so, the applicable~~ and, if so, the applicable Cure Cost and counterparties to such Executory Contracts or Unexpired Leases shall have ten Business Days after service of such notice to object to the proposed assumption or proposed Cure Cost.

Any objection to a proposed assumption ~~and assignment (as applicable)~~ or Cure Cost will be heard by the Bankruptcy Court at the Confirmation Hearing or, at the election of the Debtors, at a later hearing; *provided, however*, that at any time following the Confirmation Date but prior to the Effective Date, subject to the consent of the Supermajority Consenting First Lien Term Lenders, the Debtors may settle any dispute regarding the assumption ~~and assignment of~~ any Executory Contract or Unexpired Lease and/or the amount of any Cure Cost without any further notice to any party or any action, order or approval of the Bankruptcy Court. If the Bankruptcy Court determines that the Cure Cost with respect to any Executory Contract or Unexpired Lease is greater than the amount set forth in the applicable notice of assumption and ~~(and assignment if applicable) and~~ Cure Cost, the Debtors, subject to the consent of the Supermajority Consenting First Lien Term Lenders, or Reorganized Debtors, as applicable, will have the right to add such Executory Contract or Unexpired Lease to the Rejected Executory Contract and Unexpired Lease List, in which case such Executory Contract or Unexpired Lease will be deemed rejected as of the Effective Date.

Assumption ~~and assignment (if applicable)~~ of any Executory Contract or Unexpired Lease pursuant to the Plan or otherwise shall result in the full release and satisfaction of any Claims against, or defaults, whether monetary or nonmonetary, including defaults of provisions restricting the change in control or ownership interest composition or other bankruptcy-related defaults, by the applicable Debtor(s) arising under any assumed Executory Contract or Unexpired Lease at any time prior to the effective date of the assumption ~~-,~~ provided,



however, that the counterparty to such Executory Contract or Unexpired Lease may seek additional amount(s) on account of any defaults occurring between the filing of the notice of assumption and the occurrence of the Effective Date of the Plan.

### 8.3 Modifications, Amendments, Supplements, Restatements or Other Agreements

Unless otherwise provided in the Plan, each Executory Contract or Unexpired Lease that is assumed shall include all modifications, amendments, supplements, restatements or other agreements that in any manner affect such Executory Contract or Unexpired Lease, including 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 under the Plan.

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.

### 8.4 Claims Based on Rejection of Executory Contracts and Unexpired Leases

Unless otherwise provided by an order of the Bankruptcy Court, any Holder of a Claim arising from the rejection of an Executory Contract or Unexpired Lease pursuant to the Plan or otherwise must file a Proof of Claim with the Solicitation and Claims Agent on or before the Rejection Damages Claims Bar Date. Unless otherwise provided by an order of the Bankruptcy Court, any Claim arising from the rejection or repudiation of an Executory Contract or Unexpired Lease for which a Proof of Claim is not timely filed with the Bankruptcy Court shall not be Allowed, shall be forever barred from assertion, and shall not be enforceable against the Debtors, the Reorganized Debtors, the Estates or property of the foregoing parties, without the need for any objection by the Debtors or further notice to, or action, order or approval of the Bankruptcy Court or any other Entity, 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 a Proof of Claim to the contrary.

Unless the Debtors or the Reorganized Debtors object to a timely filed and properly served Claim arising from the rejection of an Executory Contract or Unexpired Lease by the Claims Objection Deadline, such Claim shall be deemed Allowed in the amount requested. If the Debtors or the Reorganized Debtors object to such Claim, the parties may confer to try to reach a settlement and, failing that, the Bankruptcy Court shall determine whether such Claim should be Allowed and if so, in what amount. All Allowed Claims arising from the rejection of the Debtors' Executory Contracts and Unexpired Leases shall constitute General Unsecured Claims and shall be treated in accordance with Section ~~4.3.5~~4.3.5 of the Plan.

### 8.5 Contracts and Leases Entered Into After the Petition Date

Any contract or lease entered into after the Petition Date by any Debtor, including any Executory Contract or Unexpired Lease assumed by a Debtor, will be performed by the applicable Debtor(s) or Reorganized Debtor(s) liable thereunder in the ordinary course of its

business. Accordingly, such contracts and leases (including any assumed Executory Contracts and Unexpired Leases) will survive and remain unaffected by entry of the Confirmation Order.

#### 8.6 Indemnification and Reimbursement Obligations

On and from the Effective Date, and except as prohibited by applicable law or subject to the limitations set forth herein, the Reorganized Debtors shall be deemed to have assumed all indemnification obligations currently in place for the Debtors' officers, managers, employees and their attorneys, other professionals and agents, whether in the by-laws, certificates of incorporation (or other formation documents), board resolutions, employment contracts or other agreements of the Debtors. Notwithstanding anything to the contrary herein, any indemnification and reimbursement provisions under the First Lien Term Loan Documents and the Second Lien Term Loan Documents that are expressly stated to survive any repayment thereunder, or termination thereof, shall survive any cancellation or discharge under this Plan.

#### 8.7 Reservation of Rights

Neither the exclusion nor inclusion of any contract or lease on the Rejected Executory Contract and Unexpired Lease List, nor anything contained in the Plan, nor the Debtors' delivery of a notice of proposed assumption and proposed Cure Costs to applicable contract and lease counterparties, shall constitute an admission by the Debtors that any such contract or lease is in fact an Executory Contract or Unexpired Lease or that any Reorganized Debtor would have 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, subject to the consent of the Supermajority Consenting First Lien Term Lenders, or Reorganized Debtors, as applicable, shall have forty-five days following entry of a Final Order resolving such dispute to alter their treatment of such contract or lease.

~~The Debtors reserve their right to assert that rejection or repudiation of any Executory Contract or Unexpired Lease pursuant to the Plan or otherwise shall not constitute a termination of preexisting obligations owed to the Debtors under such contract or lease.~~

Notwithstanding any non-bankruptcy law to the contrary, the 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, or services previously received, by the contracting Debtors from counterparties to rejected or repudiated Executory Contracts or Unexpired Leases.

## **9. PROVISIONS REGARDING GOVERNANCE OF THE REORGANIZED DEBTORS**

### **9.1 Organizational Action**

On and after the Effective Date, the adoption, filing, approval and ratification, as necessary, of all limited liability company, corporate or related actions contemplated hereby for each of the Reorganized Debtors shall be deemed authorized and approved in all respects. Without limiting the foregoing, such actions may include: (i) the adoption of the New Certificates of Formation, (ii) the adoption of the New Operating Agreements, (iii) upon effectiveness of the transactions contemplated in Section 1.1 of the Plan, the adoption of the New ARM Holdings By-Laws and the New ARM Holdings Certificate of Incorporation, (iv) the adoption of the New Warrant Agreements, (v) the election or appointment, as the case may be, of officers, managers, board of managers or managing members for Reorganized ARM Holdings, (vi) the issuance of the New ARM Holdings Interests, (vii) the restructuring transactions to be effectuated pursuant to the Plan, including the transactions of Reorganized ARM Holdings contemplated in Section 1.1 of the Plan and (viii) the qualification of any Reorganized Debtors as foreign corporations if and wherever the conduct of business by such entities requires such qualifications.

All matters provided for herein involving the organizational structure of any Debtor or any Reorganized Debtor, or any limited liability company or corporate action required by any Debtor or any Reorganized Debtor in connection with the Plan, shall be deemed to have occurred and shall be in effect, without any requirement of further action by the security holders or directors of such Debtor or Reorganized Debtor or by any other stakeholder.

On and after the Effective Date, the appropriate officers of each Reorganized Debtor and members of the board of directors, board of managers or equivalent body of each Reorganized Debtor are authorized and directed to issue, execute, deliver, file and record any and all agreements, documents, securities, deeds, bills of sale, conveyances, releases and instruments contemplated by the Plan in the name of and on behalf of such Reorganized Debtor and to take such actions as may be necessary or appropriate to effectuate and further evidence the terms and conditions of the Plan.

### **9.2 Organizational Documents**

The New Certificates of Formation and the New Operating Agreements, and upon effectiveness of the transactions contemplated in Section 1.1 of the Plan, the New ARM Holdings By-Laws and the New ARM Holdings Certificate of Incorporation shall be amended or adopted or deemed amended or adopted as may be required to be consistent with the provisions of the Plan (including the Plan Supplement) and the Bankruptcy Code including, among other purposes, to authorize the new Interests in the Reorganized Debtors. After the Effective Date, the Reorganized Debtors may amend and restate their certificates of incorporation, bylaws, certificates of formation, operating agreements, or other analogous organizational documents, as applicable, as permitted by the terms thereof and applicable law and may file amended and restated certificates of incorporation (or other formation documents, if applicable) with the Secretary of State in any appropriate jurisdiction.

### 9.3 Directors and Officers of the Reorganized Debtors

On the Effective Date, the management, control and operation of each Reorganized Debtor shall become the general responsibility of the board of managers, members or managing members, as applicable, of such Reorganized Debtor or other governing body as provided in the applicable governing documents.

On the Effective Date, the term of the Managers shall expire and such Managers shall be replaced by the New Board. The New Board will initially consist of five directors: the chief executive officer of Reorganized ARM Holdings, one member appointed by ARO, and three members appointed by the Supermajority Consenting First Lien Term Lenders. Directors of the New Board shall serve ~~one-year terms~~ until December 31, 2019.

The classification and composition of the New Board shall be consistent with the New ARM Holdings By-Laws and the New ARM Holdings Certificate of Incorporation. In the Plan Supplement, to the extent known, the Debtors will disclose pursuant to section 1129(a)(5) of the Bankruptcy Code the identity and affiliations of the Persons proposed to serve on the New Board. The New Board members shall serve from and after the Effective Date in accordance with applicable non-bankruptcy law and the terms of the New ARM Holdings By-Laws and New ARM Holdings Certificate of Incorporation.

Notwithstanding anything to the contrary contained in the Plan, confirmation of the Plan shall not discharge, impair or otherwise modify any advancement, indemnity or other obligations of the D&O Insurance Policies. In addition, after the Effective Date, the coverage under the D&O Insurance Policies shall not be terminated or otherwise reduced with respect to conduct occurring prior to the Effective Date, and all directors and officers of the Debtors who served in such capacity at any time prior to the Effective Date shall be entitled from the insurers to the full benefits of any such policy for the full term of such policy regardless of whether such directors and officers remain in such positions after the Effective Date.

As of the Effective Date, the Reorganized Debtors shall procure and maintain New D&O Insurance Policies for the benefit of the New Board, the officers of the Reorganized Debtors and the Reorganized Debtors.

## 10. EFFECT OF CONFIRMATION

### 10.1 Vesting of Assets

Except as otherwise provided in the Plan or in any contract, instrument, release or other agreement or document created pursuant to the Plan or in the Confirmation Order, upon the Effective Date, pursuant to sections 1141(b) and (c) of the Bankruptcy Code, all property (including all interests, rights and privileges related thereto) of each of the Debtors shall vest in each of the respective Reorganized Debtors free and clear of all Claims, Liens, encumbrances, charges ~~and other interests other than the Permitted Encumbrances in accordance with the terms and conditions of the Purchase Agreement, if applicable.~~ All Liens, Claims, encumbrances, charges and other interests ~~other than Permitted Encumbrances, if applicable,~~ shall be deemed fully released and discharged as of the Effective Date, except as otherwise provided in the Plan or the Confirmation Order. Except as otherwise provided in the Plan or the Confirmation Order, as of the Effective Date, the Reorganized Debtors may operate their businesses and may use, acquire and dispose of property and settle and compromise Claims and Interests without supervision or approval by the Bankruptcy Court and free of any restrictions of the Bankruptcy Code, the Bankruptcy Rules and the Local Rules and in all respects as if there were no pending cases under any chapter or provision of the Bankruptcy Code with respect to the Debtors.

### 10.2 Release of Liens

Except as otherwise provided in the Plan or in any contract, instrument, release or other agreement or document created pursuant to the Plan or the Confirmation Order, on the Effective Date and concurrently with the applicable distributions made pursuant to the Plan and, in the case of a Secured Claim, satisfaction in full of the portion of the Secured Claim that is Allowed as of the Effective Date in accordance with the Plan, all mortgages, deeds of trust, Liens, pledges or other security interests against any property of the Estates shall be fully released, settled, discharged and compromised, and all rights, titles and interests of any holder of such mortgages, deeds of trust, Liens, pledges or other security interests against any property of the Estates shall revert to the Reorganized Debtors and their successors and assigns. The Reorganized Debtors shall be authorized to file any necessary or desirable documents to evidence such release in the name of the party secured by such pre-Effective Date mortgages, deeds of trust, Liens, pledges or other security interests.

### ~~10.3 Releases and Discharges~~

~~The releases and discharges of Claims and Causes of Action described in the Plan, including releases by the Debtors and by Holders of Claims, constitute good faith compromises and settlements of the matters covered thereby and are consensual. Such compromises and settlements are made in exchange for consideration and are in the best interest of Holders of Claims, are fair, equitable and reasonable and are integral elements of the resolution of the Chapter 11 Cases in accordance with the Plan. Each of the discharge, release, indemnification and exculpation provisions set forth in the Plan (i) is within the jurisdiction of the Bankruptcy Court under sections 1334(a), 1334(b) and 1334(c) of title 28 of the United States Code, (ii) is an essential means of implementing the Plan, (iii) is an integral and non-severable element of the transactions incorporated into the Plan, (iv) confers a material benefit on, and is in the best~~

~~interests of, the Debtors, their Estates and their Creditors, (v) is important to the overall objectives of the Plan to finally resolve all Claims among or against the parties in interest in the Chapter 11 Cases with respect to the Debtors, (vi) is fair, equitable and reasonable and in exchange for good and valuable consideration and (vii) is consistent with sections 105, 1123, 1129 and other applicable provisions of the Bankruptcy Code.~~

#### ~~10.4~~10.3 ~~Discharge and Injunction~~

~~Except as otherwise specifically provided in the Plan or the Confirmation Order, the rights afforded in the Plan and the payments and distributions to be made hereunder shall discharge all existing debts of, and Claims against, the Debtors and shall terminate all Interests in the Debtors, as well as all interests of any kind, nature or description whatsoever in or against any of the Debtors or any of their assets or properties to the fullest extent permitted by section 1141 of the Bankruptcy Code. Except as otherwise specifically provided in the Plan or the Confirmation Order, upon the Effective Date, all existing Claims against the Debtors and Interests in the Debtors shall be, and shall be deemed to be, discharged and terminated, and all Holders of such Claims and Interests (and all representatives, trustees or agents on behalf of each Holder) shall be precluded and enjoined from asserting against the Reorganized Debtors, their successors or assignees, or any of their assets or properties, any other or further Claim or Interest based upon any act or omission, transaction or other activity of any kind or nature that occurred prior to the Effective Date, whether or not the facts or legal bases therefore were known or existed prior to the Effective Date. The Confirmation Order shall be a judicial determination of the discharge of all Claims against, liabilities of and Interests in the Debtors, subject to the occurrence of the Effective Date.~~

~~Upon the Effective Date and in consideration of the distributions to be made hereunder, except as otherwise specifically provided in the Plan or the Confirmation Order, each Holder (as well as any representatives, trustees or agents on behalf of each Holder) of a Claim or Interest and any Affiliate of such Holder shall be deemed to have forever waived, released and discharged the Debtors, to the fullest extent permitted by section 1141 of the Bankruptcy Code, of and from any and all Claims, Interests, rights and liabilities that arose prior to the Effective Date. Upon the Effective Date, all such Persons and Entities shall be forever precluded and enjoined, pursuant to section 524 of the Bankruptcy Code, from prosecuting or asserting any such discharged Claim against, or terminated Interest in, the Debtors.~~

~~Except as otherwise specifically provided in the Plan or the Confirmation Order, all Persons or Entities who have held, hold or may hold Claims or Interests that arose prior to the Effective Date and all other parties in interest, along with their respective present or former employees, agents, officers, directors, principals, representatives and Affiliates, are permanently enjoined, from and after the Effective Date, from (i) commencing or continuing in any manner any action or other proceeding of any kind with respect to any such Claim (including a section 510(b) Claim) against or Interest in the Debtors, the Reorganized Debtors or property of any Debtors or Reorganized Debtors, other than to enforce any right to a distribution pursuant to the Plan, (ii) the enforcement, attachment, collection or recovery by any manner or means of any judgment, award, decree or order against the Debtors, the Reorganized Debtors or property of any Debtors or Reorganized Debtors, other than to enforce any right to a distribution pursuant to the Plan, (iii) creating, perfecting or enforcing any Lien or encumbrance of any kind against the~~



~~Debtors or Reorganized Debtors or against the property or interests in property of the Debtors or Reorganized Debtors other than to enforce any right to a distribution pursuant to the Plan or (iv) asserting any right of setoff, subrogation or recoupment of any kind against any obligation due from the Debtors or Reorganized Debtors or against the property or interests in property of the Debtors or Reorganized Debtors, with respect to any such Claim or Interest. Such injunction shall extend to any successors or assignees of the Debtors and Reorganized Debtors and their respective properties and interest in properties.~~

Upon entry of the Confirmation Order, and except as otherwise provided in the Plan, the Debtors shall be discharged to the fullest extent permitted by the Bankruptcy Code.

#### ~~10.5~~10.4 Term of Injunction or Stays

Unless otherwise provided herein, any injunction or stay arising under or entered during the Chapter 11 Cases under section 105 or 362 of the Bankruptcy Code or otherwise that is in existence on the Confirmation Date shall remain in full force and effect until the later of the Effective Date and the date indicated in the order providing for such injunction or stay.

#### ~~10.6~~10.5 Exculpation

To the fullest extent permitted by applicable law, except with respect to any acts or omissions expressly set forth in and preserved by the Plan, the Plan Supplement, or related documents, the Exculpated Parties shall neither have nor incur any liability for any Cause of Action or otherwise to any Entity for any prepetition or postpetition act taken through the Effective Date or omitted to be taken in connection with, relating to or arising out of the Chapter 11 Cases, the formulation, negotiation, preparation, dissemination, filing, implementation, administration, Confirmation, effectuation or termination of any transaction contemplated by the Plan created or entered into in connection with the Disclosure Statement or the Plan, the filing of the Chapter 11 Cases, the pursuit of Confirmation, the administration and implementation of the Plan, including the issuance of any securities pursuant to or in connection with the Plan, or the distribution of property under the Plan or any other related agreement, except for Claims related to any act or omission that is determined in a Final Order to have constituted fraud, willful misconduct or gross negligence, but in all respects such Entities shall be entitled to rely reasonably upon the advice of counsel with respect to their duties and responsibilities pursuant to the Plan.

~~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 applicable laws with regard to the solicitation of, and the distribution of consideration pursuant to, the Plan and, therefore, are not, and on account of such distributions shall not be, liable at any time for the violation of any applicable law, rule or regulation governing the solicitation of acceptances or rejections of the Plan or such distributions made pursuant to the Plan.~~



~~10.7~~10.6 Release by the Debtors

Pursuant to section 1123(b) of the Bankruptcy Code, to the fullest extent permitted by applicable law, and except as otherwise specifically provided in the Plan, for good and valuable consideration, ~~including the service of the Released Parties to facilitate the expeditious reorganization of the Debtors and the implementation of the restructuring contemplated by the Plan,~~ pursuant to the Confirmation Order and on and after the Effective Date, the Released Parties and their respective property are conclusively, absolutely, unconditionally, irrevocably, and forever deemed released, ~~acquitted~~ and ~~discharged~~acquitted by the Debtors, the Reorganized Debtors and the Estates, and each of the Debtors, the Reorganized Debtors and the Estates' predecessors, successors and assigns, ~~and Affiliates and its and their parents, subsidiaries, managed accounts, funds, and current and former officers, directors, principals, advisors, members, managers, limited partners, general partners, equity holders, controlling persons, employees, agents, representatives, financial advisors, attorneys, accountants, investment bankers, consultants, representatives, management companies, fund advisors, advisory board members and other professionals, and each such Person's respective heirs, executors, estates, servants and nominees,~~ in each case solely in their capacity as such, from any and all Causes of Action arising on or prior to the Effective Date, including any derivative claims asserted or assertable on behalf of the Debtors, whether known or unknown, foreseen or unforeseen, matured or unmatured, existing or hereafter arising, in law, equity, contract, tort or otherwise, by statute, violations of federal or state securities laws or otherwise, including Avoidance Actions, those Causes of Action based on veil piercing or alter-ego theories of liability, contribution, indemnification, joint liability or otherwise, that the Debtors, the Reorganized Debtors, the Estates or their Affiliates would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the Holder of any Claim or Interest or other Entity, based on or relating to, or in any manner arising from or in connection with, in whole or in part, the Debtors, their Affiliates, the Reorganized Debtors, the Chapter 11 Cases, the Debtors' restructuring, the purchase, sale or rescission of the purchase or sale of any security of the Debtors or the Reorganized Debtors, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the business or contractual arrangements between the Debtors and any Released Party, the restructuring of Claims and Interests prior to or in the Chapter 11 Cases, the negotiation, formulation or preparation of the Plan, the Disclosure Statement, the Plan Supplement, the Restructuring Support Agreement, the New Certificates of Formation, the New Operating Agreements, the New ARM Holdings By-Laws, the New ARM Holdings Certificate of Incorporation, the New First Lien Term Loan Documents, the New Management Services Agreement, the New Warrant Agreements, ~~the Purchase Agreement (if applicable)~~ and any related agreements, instruments, term sheets or other documents or any other act or omission, transaction, agreement, event or other occurrence taking place on or before the Effective Date.

The foregoing release (i) shall not apply to any express contractual or financial obligations or any rights or obligations arising under or that are part of the Plan or any agreements entered into pursuant to, in connection with or contemplated by the Plan or to any continuing contractual obligation owed by any Released Party to or for the benefit of any Debtor or Reorganized Debtor, and (ii) shall have no effect on the liability of,

or any Cause of Action against, any Entity that results from any act or omission that is determined in a Final Order to have constituted fraud, gross negligence, bad faith or willful misconduct.

~~10.8~~10.7 Third Party Release

Except as otherwise specifically provided in the Plan or the Confirmation Order, to the fullest extent permitted by applicable law, for good and valuable consideration provided by each of the Debtors and their Estates and the Released Parties, the adequacy of which is hereby confirmed, as of the Effective Date, each of the Releasing Parties (regardless of whether a Releasing Party is a Released Party) shall be deemed to have conclusively, absolutely, unconditionally, irrevocably and forever released and acquitted each of the Released Parties and their respective property from any and all Causes of Action arising on or prior to the Effective Date, including any derivative claims asserted or assertable on behalf of a Debtor, whether known or unknown, foreseen or unforeseen, matured or unmatured, existing or hereafter arising, in law, equity, contract, tort or otherwise, by statute, violations of federal or state securities laws or otherwise, including Avoidance Actions, those Causes of Action based on veil piercing or alter-ego theories of liability, contribution, indemnification, joint liability or otherwise, that such ~~Entity~~Releasing Party would have been legally entitled to assert (whether individually or collectively) ~~or on behalf of the Holder of any Claim or Interest or other Entity,~~ based on or relating to, or in any manner arising from or in connection with, in whole or in part, the Debtors, their Affiliates, the Reorganized Debtors, the Debtors' restructuring, the Chapter 11 Cases, the purchase, sale or rescission of the purchase or sale of any security of the Debtors or the Reorganized Debtors, the subject matter of, or the transactions or events giving rise to, any claim or interest that is treated in the Plan, the business or contractual arrangements between the Debtors and any Released Party, the restructuring of claims and interests prior to or during the Chapter 11 Cases, the negotiation, formulation or preparation of the Plan, the Disclosure Statement, the Plan Supplement, the Restructuring Support Agreement, the New Certificates of Formation, the New Operating Agreements, the New ARM Holdings By-Laws, the New ARM Holdings Certificate of Incorporation, the New First Lien Term Loan Documents, the New Management Services Agreement, the New Warrant Agreements, ~~the Purchase Agreement (if applicable),~~ and any related agreements, instruments, term sheets or other documents or any other act or omission, transaction, agreement, event or other occurrence taking place on or before the Effective Date relating to the Debtors.

Notwithstanding anything to the contrary in the foregoing, the release set forth above does not release any obligations of any party or Entity under the Plan or any document, instrument or agreement (including those set forth in the Plan Supplement) executed to implement the Plan, including the right to receive distributions from the Debtors or the Reorganized Debtors on account of an Allowed Claim against or Interest in the Debtors pursuant to the Plan. The foregoing release also shall have no effect on the liability of, or any Cause of Action against, any entity that results from any act or omission that is determined in a Final Order to have constituted fraud, gross negligence, bad faith or willful misconduct.

~~10.9~~10.8 Injunction

~~Except as otherwise provided in the Plan or the Confirmation Order, all Persons or Entities who have held, hold or may hold Claims, Interests, Causes of Action or liabilities that: (i) are subject to compromise and settlement pursuant to the terms of the Plan; (ii) have been released pursuant to Section 10.7 of the Plan; (iii) have been released pursuant to Section 10.8 of the Plan; (iv) are subject to exculpation pursuant to Section 10.6 of the Plan (but only to the extent of the exculpation provided in Section 10.6 of the Plan); or (v) are otherwise discharged, satisfied, stayed or terminated pursuant to the terms of the Plan, are permanently enjoined and precluded, from and after the Effective Date, from commencing or continuing in any manner, any action or other proceeding, including on account of any Claims, Interests, Causes of Action or liabilities that have been compromised or settled against the Debtors, the Reorganized Debtors, or any Entity so released or exculpated (or the property or estate of any Entity, directly or indirectly, so released or exculpated) on account of, or in connection with or with respect to, any discharged, released, settled, compromised, or exculpated Claims, Interests, Causes of Action or~~

Except as otherwise specifically provided in the Plan or the Confirmation Order, all Persons or Entities who have held, hold or may hold (a) Claims or Interests that arose prior to the Effective Date, (b) Causes of Action that have been released pursuant to Section 0 and 10.7 of the Plan or are subject to exculpation pursuant to Section 10.5 of the Plan (but only to the extent of the exculpation provided in Section 10.5 of the Plan) or (c) Claims, Interests or Causes of Action that are otherwise discharged, satisfied, stayed or terminated pursuant to the terms of the Plan and all other parties-in-interest seeking to enforce such Claims, Interests or Causes of Action are permanently enjoined, from and after the Effective Date, from (i) commencing or continuing in any manner any action or other proceeding of any kind with respect to any such Claim (including a section 510(b) Claim) against or Interest in the Debtors, the Reorganized Debtors or property of any Debtors or Reorganized Debtors, other than to enforce any right to a distribution pursuant to the Plan, (ii) the enforcement, attachment, collection or recovery by any manner or means of any judgment, award, decree or order against the Debtors, the Reorganized Debtors or property of any Debtors or Reorganized Debtors, other than to enforce any right to a distribution pursuant to the Plan, (iii) creating, perfecting or enforcing any Lien or encumbrance of any kind against the Debtors or Reorganized Debtors or against the property or interests in property of the Debtors or Reorganized Debtors other than to enforce any right to a distribution pursuant to the Plan or (iv) asserting any right of setoff (except for setoffs exercised prepetition) or subrogation of any kind against any obligation due from the Debtors or Reorganized Debtors or against the property or interests in property of the Debtors or Reorganized Debtors, with respect to any such Claim or Interest. Such injunction shall extend to any successors or assignees of the Debtors and Reorganized Debtors and their respective properties and interest in properties.

~~liabilities.~~

~~10.10~~ 10.9 Setoff and Recoupment

The Debtors and the Reorganized Debtors may, but shall not be required to, set off or recoup against any Claim and any Cash distribution to be made on account of such Claim, any and all Claims, rights and Causes of Action of any nature that the Debtors may have against the Holder of such Claim pursuant to the Bankruptcy Code or applicable non-bankruptcy law; *provided, however*, that neither the failure to effect such a setoff or recoupment nor the allowance of any Claim shall constitute a waiver, abandonment or release by the Debtors or the Reorganized Debtors of any such Claims, rights and Causes of Action that the Debtors or the Reorganized Debtors may have against the Holder of such Claim.

~~10.11~~ 10.10 Preservation of Causes of Action

Except as expressly provided in this Section 10 of the Plan or the Confirmation Order, nothing contained in the Plan or the Confirmation Order shall be deemed to be a waiver or relinquishment of any rights or Causes of Action that the Debtors, the Reorganized Debtors or the Estates may have or that the Reorganized Debtors may choose to assert on behalf of their respective Estates under any provision of the Bankruptcy Code or any applicable non-bankruptcy law, including (i) any and all Causes of Action or Claims against any Person or Entity, to the extent such Person or Entity asserts a crossclaim, counterclaim and/or claim for setoff that seeks affirmative relief against the Debtors, the Reorganized Debtors, their officers, directors or representatives or (ii) the turnover of any property of the Estates to the Debtors.

Except as set forth in this Section 10 of the Plan or the Confirmation Order, nothing contained in the Plan or the Confirmation Order shall be deemed to be a waiver or relinquishment of any rights or Causes of Action that the Debtors had immediately prior to the Petition Date or the Effective Date against or regarding any Claim left Unimpaired by the Plan. The Reorganized Debtors shall have, retain, reserve and be entitled to assert all such rights and Causes of Action as fully as if the Chapter 11 Cases had not been commenced, and all of the Reorganized Debtors' legal and equitable rights respecting any Claim left Unimpaired by the Plan may be asserted after the Confirmation Date to the same extent as if the Chapter 11 Cases had not been commenced.

Except as set forth in this Section 10 of the Plan or the Confirmation Order, nothing contained in the Plan or the Confirmation Order shall be deemed to release any post-Effective Date obligations of any party under the Plan, or any document, instrument or agreement (including those set forth in the Plan Supplement) executed to implement the Plan.

~~10.12~~ 10.11 Compromise and Settlement of Claims and Controversies

Pursuant to sections 363 and 1123 of the Bankruptcy Code and Bankruptcy Rule 9019, and in consideration for the distributions and other benefits provided pursuant to the Plan, the provisions of the Plan shall constitute a good-faith compromise of all Claims, Causes of Action and controversies relating to the contractual, legal and subordination rights that a Holder of an Allowed First Lien Term Loan Claim or ~~Interest~~ an Allowed Second Lien Term Loan Claim may have against any Debtor, or any distribution to be made on account of such an Allowed Claim. ~~Pursuant to sections 363 and 1123 of the Bankruptcy Code and Bankruptcy Rule 9019,~~

~~and in consideration for the benefits provided under the Plan and as a mechanism to effect a fair distribution of value to the Debtors' constituencies, except as set forth in the Plan, the provisions of the Plan shall also constitute a good faith compromise of all Claims, Causes of Action and controversies by any Debtor against any other Debtor. In each case,~~ The entry of the Confirmation Order shall constitute the Bankruptcy Court's approval of the compromise or settlement of all such Claims or controversies and the Bankruptcy Court's finding that such compromise or settlement is in the best interests of the Debtors, and their Estates and ~~the Holders of such Claims and~~ is fair, equitable and reasonable. In accordance with the provisions of the Plan, pursuant to sections 363 and 1123 of the Bankruptcy Code and Bankruptcy Rule 9019(a), without any further notice or action, order or approval of the Bankruptcy Court, after the Effective Date, the Reorganized Debtors may compromise and settle Claims against them and Causes of Action against other Entities ~~and after the Effective Date, such right shall pass to the Reorganized Debtors.~~

# 11. CONDITIONS PRECEDENT TO CONFIRMATION AND EFFECTIVENESS OF THE PLAN

## 11.1 Conditions to Confirmation

Confirmation of the Plan will not occur unless each of the following conditions has been satisfied or waived in accordance with Section 11.3 of the Plan:

- (a) The Confirmation Order shall be entered and
- (b) The Plan Supplement and all of the schedules, documents and exhibits contained therein shall have been filed.

## 11.2 Conditions to Effectiveness

The following are conditions precedent to the occurrence of the Effective Date, each of which must be satisfied on or prior to the Effective Date or waived in accordance with Section 11.3 of the Plan:

- (a) The Confirmation Order shall have been entered and shall have become a Final Order;
- (b) The Restructuring Support Agreement shall not have been terminated by any of the parties thereto and, whether or not the Restructuring Support Agreement has been terminated, no event giving rise to a termination event thereunder shall have occurred and be continuing;
- (c) All documents and agreements necessary to implement the Plan, including the Plan Supplement, shall be in form and substance reasonably acceptable to the Supermajority Consenting First Lien Term Lenders and, to the extent expressly set forth in the Restructuring Support Agreement with respect to each document, the Supermajority Consenting Second Lien Term Lenders, and shall have been executed;
- ~~(d)~~ The Debtors shall have received all authorizations, consents, regulatory approvals, rulings, letters, no-action letters, opinions or documents that are necessary to implement the Plan, ~~the Purchase Agreement (if applicable)~~ and the transactions contemplated ~~thereby~~hereby, and that are required by law, regulation or order;
- ~~(e)~~(d) ~~All conditions to the completion of the transactions contemplated by the Purchase Agreement (if applicable) shall have been satisfied or shall have been waived by the party entitled to waive them, and all transactions contemplated by the Purchase Agreement shall be completed (if applicable);~~

~~(e)~~(e) Each of the New First Lien Term Loan Documents, the New Management Services Agreement and the New Warrant Agreements will be in full force and effective as of the Effective Date (if applicable);

~~(f)~~(f) Each of the New ARM Certificate of Formation, the New ARM Minerals Certificate of Formation, the New ARM Operating Agreement, the New ARM Minerals Operating Agreement, the New ARM Holdings By-Laws and the New ARM Holdings Certificate of Incorporation will be in full force and effect as of the Effective Date;

~~(g)~~(g) The Debtors shall have paid in full in Cash the reasonable fees and expenses of the First Lien Agent in accordance with the terms hereof and

~~(h)~~(h) The Debtors shall have funded the Professional Fee Escrow Account in accordance with the terms hereof.

### 11.3 Waiver of Conditions to Confirmation or Effectiveness

The Debtors, with the prior written consent of the Required Consenting Lenders, may waive any of the conditions set forth in Section 11.1 or 11.2 of the Plan at any time, without any notice to other parties-in-interest or the Bankruptcy Court and without any formal action other than proceeding to confirm and/or consummate the Plan. The failure to satisfy any condition before the Confirmation Date or the Effective Date may be asserted by the Debtors as a reason not to seek Confirmation or declare an Effective Date, regardless of the circumstances giving rise to the failure of such condition to be satisfied (including any action or inaction by the Debtors, in their sole discretion). The failure of the Debtors or the Required Consenting Lenders to exercise any of the foregoing rights shall not be deemed a waiver of any other rights, and each such right shall be deemed an ongoing right, which may be asserted at any time.



## 12. MODIFICATION, REVOCATION OR WITHDRAWAL OF THE PLAN

### 12.1 Plan Modifications

Subject to certain restrictions and requirements set forth in section 1127(a) of the Bankruptcy Code and Bankruptcy Rule 3019, and those restrictions on modifications set forth in the Plan, the Debtors may alter, amend or modify the Plan as it applies to any particular Debtor, including the Plan Supplement, without additional disclosure pursuant to section 1125 of the Bankruptcy Code prior to the Confirmation Date, *provided* that any such alteration, amendment or modification shall be consistent with the Restructuring Support Agreement. After the Confirmation Date and before substantial consummation of the Plan, the Debtors may institute proceedings in the Bankruptcy Court pursuant to section 1127(b) of the Bankruptcy Code to remedy any defect or omission or reconcile any inconsistencies in the Plan, including the Plan Supplement, the Disclosure Statement or the Confirmation Order relating to such matters as may be necessary to carry out the purposes and effects of the Plan.

After the Confirmation Date, but before the Effective Date, the Debtors may make appropriate technical adjustments and modifications to the Plan, including the Plan Supplement, without further order or approval of the Bankruptcy Court; *provided* that such adjustments and modifications do not materially and adversely affect the treatment of holders of Claims or Interests and are otherwise permitted under section 1127(b) of the Bankruptcy Code.

### 12.2 Revocation or Withdrawal of the Plan and Effects of Non-Occurrence of Confirmation or Effective Date

The Debtors, for so long as the Restructuring Support Agreement has not been terminated in accordance with its terms, reserve the right to revoke, withdraw or delay consideration of the Plan before the Confirmation Date, either entirely or as to any one or more of the Debtors. If the Plan is revoked, withdrawn or delayed as to fewer than all of the Debtors, such revocation, withdrawal or delay shall not affect the enforceability of the Plan as it relates to the Debtors for which the Plan is not revoked, withdrawn or delayed. If the Debtors revoke or withdraw the Plan in its entirety or if the Confirmation Date or the Effective Date does not occur, then, absent further order of the Bankruptcy Court, (i) the Plan shall be null and void in all respects if the Effective Date does not occur upon the earlier of (a) 120 days after entry of the Confirmation Order and (b) the termination of the Restructuring Support Agreement pursuant to the terms thereof, the Plan shall be null and void unless extended by the Debtors, with the prior written consent of the Required Consenting Lenders, (ii) any settlement or compromise not previously approved by Final Order of the Bankruptcy Court embodied in the Plan (including the fixing or limiting to an amount certain any Claim or Interest or Class of Claims or Interests), assumption or rejection of executory contracts or leases effected by the Plan and any document or agreement executed pursuant hereto, shall be deemed null and void and nothing contained in the Plan shall (A) constitute a waiver or release of any Claims by or against, or any Interests in, such Debtors or any other Person or Entity, (B) prejudice in any manner the rights of such Debtors or any other Person or Entity or (C) constitute an admission of any sort by the Debtors or any other Person or Entity.

If the Effective Date does not occur, the Bankruptcy Court shall retain jurisdiction over any request to extend the deadline for assuming or rejecting executory contracts or unexpired leases.

### 13. RETENTION OF JURISDICTION BY THE BANKRUPTCY COURT

Notwithstanding the entry of the Confirmation Order and the occurrence of the Effective Date, the Bankruptcy Court shall retain its existing ~~exclusive~~ jurisdiction over all matters arising in or out of, or related to, ~~these~~the Chapter 11 Cases or the Plan pursuant to sections 105(a) and 1142 of the Bankruptcy Code, including jurisdiction to:

- (a) Allow, disallow, determine, liquidate, classify, estimate or establish the priority, secured or unsecured status, or amount of any Claim or Interest, including the resolution of any request for payment of any Administrative Expense Claim and the resolution of any and all objections to the secured or unsecured status, priority, amount or allowance of Claims or Interests;
- (b) Decide and resolve all matters related to the granting and denying, in whole or in part, any applications for allowance of compensation or reimbursement of expenses to Professionals authorized pursuant to the Bankruptcy Code or the Plan;
- (c) Resolve any matters related to: (i) the assumption, assumption and assignment or rejection of any executory contract or unexpired lease to which a Debtor is a party or with respect to which a Debtor or Reorganized Debtor may be liable and to hear, determine and, if necessary, liquidate, any Claims arising therefrom, including any disputes regarding cure obligations in accordance the Plan and (ii) any dispute regarding whether a contract or lease is, or was, executory or expired;
- (d) Ensure that distributions to Holders of Allowed Claims are accomplished pursuant to the Plan and adjudicate any and all disputes from, or relating to distributions under the Plan;
- (e) Adjudicate, decide or resolve any motions, adversary proceedings, contested or litigated matters, and any other matters and Causes of Action, and grant or deny any applications, involving a Debtor that may be pending before the Bankruptcy Court on the Effective Date;
- (f) Adjudicate, decide or resolve any and all matters related to section 1141 of the Bankruptcy Code;
- (g) Enter and implement such orders as may be necessary or appropriate to execute, implement or consummate the provisions of the Plan and all contracts, instruments, releases, indentures and other agreements or documents created in connection with the Plan, Plan Supplement or the Disclosure Statement;

- (h) Enter and enforce any order for the sale of property pursuant to section 363, 1123 or 1146(a) of the Bankruptcy Code;
- (i) Adjudicate, decide or resolve any and all disputes as to the ownership of any Claim or Interest;
- (j) Issue injunctions, enter and implement other orders or take such other actions as may be necessary or appropriate to restrain interference by any Person or Entity with enforcement of the Plan;
- (k) Resolve any cases, controversies, suits, disputes or Causes of Action with respect to the existence, nature and scope of the releases, injunctions and other provisions contained in the Plan, and enter such orders as may be necessary or appropriate to implement and enforce such releases, injunctions and other provisions;
- (l) Enter and implement such orders as are necessary or appropriate if the Confirmation Order is for any reason modified, stayed, reversed, revoked or vacated;
- (m) Determine any other matters that may arise in connection with or relate to the Plan, the Plan Supplement, the Disclosure Statement, the Confirmation Order or any contract, instrument, release, indenture or other agreement or document created in connection with the Plan, the Plan Supplement or the Disclosure Statement;
- (n) Enter an order or final decree concluding or closing ~~these~~the Chapter 11 Cases;
- (o) Consider any modifications of the Plan, to cure any defect or omission or to reconcile any inconsistency in any Bankruptcy Court order, including the Confirmation Order;
- (p) Hear and determine disputes, cases, controversies or Causes of Action arising in connection with the interpretation, implementation or enforcement of the Plan or the Confirmation Order, including disputes arising under agreements, documents or instruments executed in connection with the Plan;
- (q) Hear and determine all disputes involving the existence, nature or scope of the Debtors' discharge;
- (r) Enforce all orders previously entered by the Bankruptcy Court and
- ~~(s) Hear any other matter not inconsistent with the Bankruptcy Code.~~

(s) Adjudicate all other matters over which the Bankruptcy Court has jurisdiction.

*Provided, however,* that the Bankruptcy Court shall not retain jurisdiction over disputes concerning documents contained in the Plan Supplement that have a jurisdictional, forum selection or dispute resolution clause that refers disputes to a different court, and any disputes concerning documents contained in the Plan Supplement that contain such clauses shall be governed in accordance with the provisions of such documents.

## 14. MISCELLANEOUS

### 14.1 Exemption from Transfer Taxes and Recording Fees

Pursuant to section 1146(a) of the Bankruptcy Code, the issuance, transfer or exchange of notes or equity securities under the Plan, the creation, the filing or recording of any mortgage, deed of trust or other security interest, the making, assignment, filing or recording of any lease or sublease, the transfer of title to or ownership of any of the Debtors' interests in any property, or the making or delivery of any deed or other instrument of transfer under, in furtherance of, or in connection with the Plan, including the New ARM Holdings Interests and any agreements of consolidation, deeds, bills of sale or assignments executed in connection with any of the transactions contemplated under the Plan, shall not be subject to any ~~document recording tax, stamp tax, conveyance fee, intangibles or similar tax, mortgage tax, stamp act, real estate transfer tax, mortgage recording tax, Uniform Commercial Code filing or recording fee or other similar tax or governmental assessment in the United States.~~ law imposing a stamp or similar tax. The Confirmation Order shall direct the appropriate federal, state or local governmental officials or agents to forgo the collection of any such tax or governmental assessment and to accept for filing and recordation any of the foregoing instruments or other documents without the payment of any such tax or governmental assessment.

### 14.2 Expedited Tax Determination

The Reorganized Debtors may request an expedited determination of taxes under section 505(b) of the Bankruptcy Code for all returns filed for or on behalf of such Debtors or Reorganized Debtors for all taxable periods ending on or before the Effective Date.

### 14.3 Plan Supplement

Draft forms of certain documents, agreements, instruments, schedules and exhibits specified in the Plan shall, where expressly so provided for in the Plan, be contained in the Plan Supplement and filed from time to time. Unless otherwise expressly provided in the Plan, the Debtors shall file the Plan Supplement no later than ten days prior to the Confirmation Hearing and may alter, modify or amend any Plan Supplement document in accordance with Section 12.1 of the Plan.

### 14.4 Consent Rights

Notwithstanding anything in the Plan to the contrary, any and all consent rights of the Supermajority Consenting First Lien Term Lenders, Supermajority Consenting Second Lien Term Lenders, Supermajority Consenting Lenders, Required Consenting First Lien Term Lenders or Required Consenting Second Lien Term Lenders set forth in the Restructuring Support Agreement with respect to the form and substance of this Plan, the Plan Supplement, and any other documents contemplated under the Plan are fully enforceable as if stated in full herein until such time as the Restructuring Support Agreement is terminated in accordance with its terms. In case of a conflict between the consent rights of such parties set forth in the Restructuring Support Agreement with the consent rights of the Required Consenting First Lien Term Lenders, Required Consenting Second Lien Term Lenders or Required Consenting

Lenders set forth in this Plan, the Plan Supplement, and any other documents contemplated under the Plan, the consent rights in the Restructuring Support Agreement shall control.

#### 14.5 Claims Against Other Debtors

Nothing in the Plan or the Disclosure Statement or any document or pleading filed in connection therewith shall constitute or be deemed to constitute an admission that any of the Debtors are subject to or liable for any Claim against any other Debtor.

#### 14.6 Substantial Consummation

On the Effective Date, the Plan shall be deemed to be substantially consummated under sections 1101 and 1127(b) of the Bankruptcy Code.

#### ~~14.7 Section 1125 of the Bankruptcy Code~~

~~As of and subject to the occurrence of the Confirmation Date: (i) the Debtors shall be deemed to have solicited acceptances of the Plan in good faith and in compliance with the applicable provisions of the Bankruptcy Code, including sections 1125(a) and 1125(e) of the Bankruptcy Code, and any applicable non-bankruptcy law, rule or regulation governing the adequacy of disclosure in connection with such solicitation and (ii) the Debtors and each of their respective Affiliates, agents, directors, officers, employees, advisors and attorneys shall be deemed to have participated in good faith and in compliance with the applicable provisions of the Bankruptcy Code in the offer and issuance of any securities under the Plan and, therefore, are not, and on account of such offer, issuance and solicitation shall not be, liable at any time for any violation of any applicable law, rule or regulation governing the solicitation of acceptances or rejections of the Plan or the offer and issuance of any securities under the Plan.~~

#### ~~14.8~~14.7 Nonseverability

If, before Confirmation, any term or provision of the Plan is held by the Bankruptcy Court to be invalid, void or unenforceable, the Bankruptcy Court, at the request of the Debtors, 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 terms or provision shall then be applicable as altered or interpreted provided that any such alteration or interpretation shall be reasonably acceptable to the Debtors and fully in compliance with the Restructuring Support Agreement. The Confirmation Order shall constitute a judicial determination and shall provide that each term and provision of the Plan, as it may have been altered or interpreted in accordance with the foregoing, is: (i) valid and enforceable pursuant to its terms; (ii) integral to the Plan and may not be deleted or modified without the consent of the Debtors and Required Consenting Lenders and (iii) non-severable and mutually dependent.

#### ~~14.9~~14.8 Governing Law

Except to the extent that the Bankruptcy Code, the Bankruptcy Rules, the Local Rules or other federal law is applicable, or to the extent the Plan, an exhibit or a schedule hereto, any settlement incorporated herein provides otherwise, the rights, duties and obligations arising



under the Plan shall be governed by, and construed and enforced in accordance with, the laws of the State of New York, without giving effect to the principles of conflict of laws thereof.

~~14.10~~14.9 Binding Effect

The Plan shall be binding upon and inure to the benefit of the Debtors, the Reorganized Debtors, all present and former holders of Claims against the Debtors or Interests in the Debtors and their respective heirs, executors, administrators, successors and assigns.

~~14.11~~14.10 Notices

To be effective, any notice, request or demand to or upon, as applicable, the Debtors, the Term Loan Agent or the Supporting Creditors must be in writing and, unless otherwise expressly provided herein, shall be deemed to have been duly given or made when actually received and confirmed by the relevant party as follows:

If to the Debtors or the Reorganized Debtors:

Ascent Resources Marcellus Holdings, LLC  
3501 NW 63rd Street  
Oklahoma City, Oklahoma 73116  
Attention: Robert W. Kelly II (legalnotices@ascentresources.com)

with a copy to:

Sullivan & Cromwell, LLP  
125 Broad Street  
New York, New York 10004  
Attention: Andrew G. Dietderich (dietdericha@sullcrom.com)  
Brian D. Glueckstein (gluecksteinb@sullcrom.com)  
Alexa J. Kranzley (kranzleya@sullcrom.com)  
Telephone: (212) 558-4000  
Facsimile: (212) 558-3588

-and-

Young Conaway Stargatt & Taylor, LLP  
Rodney Square  
1000 North King Street  
Wilmington, Delaware 19801  
Attention: Pauline K. Morgan (pmorgan@ycst.com)  
Joel A. Waite (jwaite@ycst.com)  
Kara Hammond Coyle (kcoyle@ycst.com)  
Telephone: (302) 571-6600  
Facsimile: (302) 571-1253

If to the Supporting Creditors:

Davis Polk & Wardwell LLP  
450 Lexington Avenue  
New York, New York 10017  
Attention: Damian S. Schaible (damian.schaible@davispolk.com)  
Natasha Tsiouris (natasha.tsiouris@davispolk.com)  
Telephone: (212) 450-4000  
Facsimile: (212) 701-5800

If to the Term Loan Agents:

Cortland Capital Market Services LLC  
225 West Washington Street, 21st Floor  
Chicago, Illinois 60606  
Attention: Joanna Anderson (cortland\_successor\_agent@cortlandglobal.com)  
Telephone: (512) 771-3313

~~14.12~~14.11 Reservation of Rights

Except as expressly set forth herein, the Plan shall have no force or effect unless the Bankruptcy Court shall enter the Confirmation Order. Before the Effective Date, none of the filing of the Plan, any statement or provision contained herein or the taking of any action by the Debtors related to the Plan shall be or shall be deemed to be an admission or waiver of any rights of the Debtors of any kind, including as to the holders of Claims or Interests or as to any treatment or classification of any contract or lease.

~~14.13~~14.12 Further Assurances

The Debtors, the Reorganized Debtors and all holders of Claims receiving distributions hereunder and all other parties-in-interest may and 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 provisions and intent of the Plan.

| Dated: ~~February 2~~March 13, 2018  
Oklahoma City, Oklahoma

Respectfully submitted,

ASCENT RESOURCES MARCELLUS  
HOLDINGS, LLC

By: /s/ Jennifer M. Grisby  
Name: Jennifer M. Grisby  
Title: Chief Financial Officer

ASCENT RESOURCES – MARCELLUS, LLC

By: /s/ Jennifer M. Grisby  
Name: Jennifer M. Grisby  
Title: Chief Financial Officer

ASCENT RESOURCES MARCELLUS  
MINERALS, LLC

By: /s/ Jennifer M. Grisby  
Name: Jennifer M. Grisby  
Title: Chief Financial Officer

Schedule 1

The table below sets forth the applicable percentage for calculating the First Lien Residual Sale Consideration and Second Lien Sale Consideration in the event a Sale is consummated on or prior to the Effective Date. In the event the First Lien Residual Sale Consideration exceeds the First Lien Full Recovery Amount, then the Second Lien Sale Consideration shall be the Remaining Sale Proceeds less the First Lien Full Recovery Amount.

Remaining Sale Proceeds	First Lien Residual Sale Consideration	Second Lien Sale Consideration
<\$590 million	97.3%	2.7%
\$590 million ≤ and <\$600 million	97.3%	2.7%
\$600 million ≤ and <\$610 million	97.0%	3.0%
\$610 million ≤ and <\$620 million	96.7%	3.3%
\$620 million ≤ and <\$630 million	96.4%	3.6%
\$630 million ≤ and <\$640 million	96.2%	3.8%
\$640 million ≤ and <\$650 million	95.9%	4.1%
\$650 million ≤ and <\$660 million	95.6%	4.4%
\$660 million ≤ and <\$670 million	95.3%	4.7%
\$670 million ≤ and <\$680 million	94.9%	5.1%
\$680 million ≤ and <\$690 million	94.4%	5.6%
\$690 million ≤ and <\$700 million	94.0%	6.0%
\$700 million ≤ and <\$710 million	93.5%	6.5%
\$710 million ≤ and <\$720 million	93.1%	6.9%
\$720 million ≤ and <\$730 million	92.6%	7.4%
\$730 million ≤ and <\$740 million	92.2%	7.8%
\$740 million ≤ and <\$750 million	92.0%	8.0%
\$750 million ≤ and <\$760 million	91.7%	8.3%
\$760 million ≤ and <\$770 million	91.5%	8.5%
\$770 million ≤ and <\$780 million	91.3%	8.7%
\$780 million ≤ and <\$790 million	91.1%	8.9%
\$790 million ≤ and <\$800 million	90.9%	9.1%
\$800 million ≤ and <\$810 million	90.6%	9.4%
\$810 million ≤ and <\$820 million	90.4%	9.6%
\$820 million ≤ and <\$830 million	90.2%	9.8%
\$830 million ≤ and <\$840 million	90.0%	10.0%
\$840 million ≤ and <\$850 million	89.7%	10.3%
≥\$850 million	N/A; First Lien Residual Sale Consideration expected to be greater than First Lien Full Recovery Amount.	N/A; Second Lien Sale Consideration shall be the Remaining Sale Proceeds less the First Lien Full Recovery Amount, provided in no event shall the Second Lien Sale Consideration exceed the Second Lien Full Recovery Amount