

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF LOUISIANA
LAFAYETTE DIVISION**

**SECOND AMENDED JOINT PLAN OF REORGANIZATION OF COCHON
PROPERTIES, LLC AND MORRISON WELL SERVICES, LLC PURSUANT
TO CHAPTER 11 OF THE BANKRUPTCY CODE**

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INTRODUCTION

Cochon Properties, LLC and Morrison Well Services, LLC, debtors and debtors in possession in the above-captioned jointly administered bankruptcy cases, together with AG Energy Funding, LLC, Two Sigma Holdings V/C Acquisition Vehicle III, LLC, Garrison Funding 2013-2 Ltd., GMMF Loan Holdings LLC, and Garrison Middle Market II LP in their capacity as holders of secured notes issued pursuant to the Note Purchase Agreement, dated as of November 17, 2014 and amended and restated as of June 25, 2015, jointly propose the following plan of reorganization under section 1121(a) of the Bankruptcy Code for Cochon Properties, LLC and Morrison Well Services, LLC.

Claims against, and Equity Interests in, the Debtors will be treated as set forth herein. Reference is made to the Disclosure Statement accompanying the Plan, including the exhibits thereto, for a discussion of the Debtors' history, business, results of operations, and projections for future operations and risk factors, together with a summary and analysis of the Plan. There are also other agreements and documents, which will be filed with the Bankruptcy Court, that are referenced in the Plan or the Disclosure Statement as exhibits and schedules. All such exhibits and schedules are incorporated into and are a part of the Plan as if set forth in full herein.

ALL HOLDERS OF CLAIMS OR EQUITY INTERESTS ARE ENCOURAGED TO READ THE PLAN, THE DISCLOSURE STATEMENT, AND OTHER ACCOMPANYING DOCUMENTS CAREFULLY AND IN THEIR ENTIRETY. ALL HOLDERS OF CLAIMS ENTITLED TO VOTE TO ACCEPT OR REJECT THE PLAN ARE ENCOURAGED TO READ THE PLAN AND THE DISCLOSURE STATEMENT CAREFULLY AND IN THEIR ENTIRETY BEFORE VOTING ON THE PLAN. TO THE EXTENT OF ANY DISCREPANCIES BETWEEN THE PROVISIONS OF THE DISCLOSURE STATEMENT AND THE PROVISIONS OF THE PLAN, THE PROVISIONS OF THE PLAN SHALL CONTROL.

ARTICLE I DEFINITIONS AND CONSTRUCTION OF TERMS

Section 1.01 Scope of Defined Terms; Rules of Construction

For purposes of the Plan, except as expressly defined elsewhere in the Plan or unless the context otherwise requires, all capitalized terms used but not defined herein shall have the meanings ascribed to them in Section 1.02 of the Plan. Any term used but not defined herein that is defined in the Bankruptcy Code or the Bankruptcy Rules, as the case may be, shall have the meaning ascribed in the Bankruptcy Code or the Bankruptcy Rules. Whenever the context requires, such terms shall include the plural as well as the singular. The masculine gender shall include the feminine, and the feminine gender shall include the masculine.

Section 1.02 Definitions

(1) "Adequate Protection Claims" means the superpriority administrative claims against the Debtors in favor of the Administrative Agent and the Note Holders as adequate protection, granted under the Cash Collateral Orders and the Final DIP Order.

(2) “Administrative Agent” means Angelo, Gordon Energy Servicer, LLC.

(3) “Administrative Claim(s)” means a Claim(s) against one or more of the Debtors for costs and expenses of administration pursuant to sections 503(b), 507(a)(2), 507(b), or 1114(e)(2) of the Bankruptcy Code, including: (a) the actual and necessary costs and expenses incurred after the Petition Date and through, and including, the Effective Date of preserving the Estates and operating the businesses of the Debtors (such as wages, salaries, or commissions for services, and payments for goods and other services and leased premises); (b) all fees and charges assessed against the Estates pursuant to 28 U.S.C. § 1930; and (c) all requests for Substantial Contribution Claims.

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

(5) “Allowed” means, in reference to a Claim or Equity Interest, any Claim or Equity Interest that is not a Disputed or a Disallowed Claim or Equity Interest and: (a) any Claim or Equity Interest or any portion thereof as to which no objection to allowance or request for estimation has been interposed on or before the latter of (i) the Claims Objection Deadline or (ii) the expiration of such other applicable period of limitation fixed by the Bankruptcy Code, the Bankruptcy Rules, or the Bankruptcy Court; (b) as to which any objection to its allowance has been settled, waived through payment, withdrawn, or denied by a Final Order; (c) as to which liability of the Debtors and the amount thereof has been determined by a Final Order; or (d) that is expressly deemed allowed in a liquidated amount in the Plan; provided, however, that (x) the Reorganized Debtors, New Holdco, and the Administrative Agent, at the direction of the Requisite Note Holders, shall have the right to object to any such Claim or Equity Interest, including any Claim or Equity Interest that was listed on the Schedules as not unliquidated, contingent, or disputed, in accordance with Section 7.01 of the Plan and (y) with respect to an Administrative Claim, “Allowed Administrative Claim” means an Administrative Claim as to which a timely request for payment has been made in accordance with Section 2.03 and Section 12.01 of the Plan (if such written request is required), in each case as to which the Debtors or Reorganized Debtors, as applicable, (i) have not interposed a timely objection or (ii) have interposed a timely objection and such objection has been settled, waived through payment, withdrawn, or denied by a Final Order. A request for payment of an Administrative Claim shall not be required to the extent that a Governmental Unit is not required to file such request under section 503(b) of the Bankruptcy Code. An Allowed Claim shall not, for purposes of computing Distributions under the Plan, include interest on such Claim from and after the Petition Date, except as provided in sections 506(b) or 511 of the Bankruptcy Code or as otherwise expressly set forth in the Plan or a Final Order of the Bankruptcy Court.

(6) “Avoidance Actions” means any and all actual or potential avoidance, recovery, subordination, or other related Claims and Causes of Action that may be brought by or on behalf of the Debtors or their Estates to avoid a transfer of property or an obligation incurred by the Debtors pursuant to any applicable section of the Bankruptcy Code, including sections 544, 545, 547, 548, 549, 550, 551, 553(b), and 724(a) of the Bankruptcy Code, or applicable non-bankruptcy law.

(7) “Ballots” means the ballots accompanying the Disclosure Statement.

(8) “Balloting Agent” means the Person, if any, selected by the Administrative Agent at the direction of the Requisite Note Holders to serve as balloting agent in regard to the Plan.

(9) “Bankruptcy Code” means title 11 of the United States Code, codified at 11 U.S.C. §§ 101-1532.

(10) “Bankruptcy Court” means the United States Bankruptcy Court for the Western District of Louisiana, Lafayette Division or any other court properly exercising jurisdiction over the Cases.

(11) “Bankruptcy Restructuring” means the restructuring of the Debtors to be effectuated by the transactions and transfers provided in the Plan.

(12) “Bankruptcy Rules” means, collectively, the Federal Rules of Bankruptcy Procedure and the Official Bankruptcy Forms, as amended, the Federal Rules of Civil Procedure, as amended, as applicable to the Cases or proceedings therein, and the Local Rules of the Bankruptcy Court, as applicable to the Cases or proceedings therein, as the case may be.

(13) “Bar Date(s)” means, as applicable: (a) the Governmental Unit Bar Date; (b) the Initial Administrative Claims Bar Date; (c) the Subsequent Administrative Claims Bar Date; (d) the Unsecured Claims Bar Date; (e) the Priority Claims Bar Date; or (f) any other date(s) fixed by order(s) of the Bankruptcy Court by which any Persons, including Governmental Units, asserting a Claim against any Debtor must have filed a Proof of Claim with the Bankruptcy Court against such Debtor or be forever barred from asserting such Claim.

(14) “Bar Date Order” means the *Order Establishing Bar Dates for Filing Proofs of Claim and Interests and Approving Notice Procedures* [Docket No. 480].

(15) “Bonding Claims” means the Claims against Cochon held by U.S. Specialty Insurance Company, as issuer of surety bonds related to certain oil and gas properties, including Claims under indemnity and guaranty agreements issued in connection with the bonds.

(16) “Borrower” means Rooster Energy Ltd., as issuer of the Notes.

(17) “Business Day” means any day, excluding Saturdays, Sundays, or “legal holidays” (as defined in Bankruptcy Rule 9006(a)), on which commercial banks are open for business in New York, New York.

(18) “Case(s)” means when used in reference to a particular Debtor or group of Debtors, the chapter 11 case(s) pending for that Debtor or the Debtors.

(19) “Cash” means the legal currency of the United States of America.

(20) “Cash Collateral Orders” means, collectively, the *Interim Order (i) Authorizing Post-Petition Use of Cash Collateral, (ii) Granting Adequate Protection to the Prepetition Secured Parties, (iii) Modifying the Automatic Stay, (iv) Scheduling a Final Hearing, and (v) Granting Related Relief* [Docket No. 68], *First Amended Interim Order (i) Authorizing Post-Petition Use of Cash Collateral, (ii) Granting Adequate Protection to the Prepetition Secured*

Parties, (iii) Modifying the Automatic Stay, (iv) Scheduling a Final Hearing, and (v) Granting Related Relief [Docket No. 198], and the *Second Amended Interim Order (i) Authorizing Post-Petition Use of Cash Collateral, (ii) Granting Adequate Protection to the Prepetition Secured Parties, (iii) Modifying the Automatic Stay, (iv) Scheduling a Final Hearing, and (v) Granting Related Relief* [Docket No. 300] entered in the Cases, as amended, modified or supplemented, as permitted by the Bankruptcy Court, from time to time.

(21) “Causes of Action” means all actions, including Avoidance Actions, causes of action, liabilities, obligations, rights, suits, damages, judgments, remedies, demands, setoffs, defenses, recoupments, crossclaims, counterclaims, third-party claims, indemnity claims, contribution claims, or any other Claims whatsoever, whether known or unknown, matured or unmatured, fixed or contingent, liquidated or unliquidated, disputed or undisputed, suspected or unsuspected, foreseen or unforeseen, direct or indirect, choate or inchoate, existing or hereafter arising, in law, equity, or otherwise, whether asserted directly or derivatively in law, equity, or otherwise, based in whole or in part upon any act or omission or other event occurring prior to the Petition Date or during the course of the Cases, including through the Effective Date.

(22) “Claim” means a claim, whether or not asserted or Allowed, as defined in section 101(5) of the Bankruptcy Code.

(23) “Claimant” means an Entity holding a Claim.

(24) “Class” means a category of Holders of Claims or Equity Interests as set forth in Article III below pursuant to section 1122(a) of the Bankruptcy Code.

(25) “CMC” means Chet Morrison Contractors, LLC.

(26) “Cochon” means Cochon Properties, LLC.

(27) “Cochon Bonds” means the surety bonds related to certain oil and gas properties of Cochon issued by U.S. Specialty Insurance Company pursuant to bond numbers (a) BOO7276, a performance bond in the amount of \$1,250,000.00, (b) BOO8092, a lease specific bond in the amount of \$500,000, (c) BOO8093, a lease specific bond in the amount of \$500,000, (d) BOO8094, a lease specific bond in the amount of \$500,000, and (e) BOO8095, an area pipeline ROW bond in the amount of \$300,000.

(28) “Cochon Unsecured Trade Claim” means any Trade Claim against Cochon that is not Secured or entitled to priority under the Bankruptcy Code or an order of the Bankruptcy Court, but excluding any Trade Claim of any member of the Morrison Group against Cochon.

(29) “Cochon Unsecured Trade Claims Fund” means an amount of (i) \$1,040,000 to be distributed Pro Rata to Holders of Allowed Cochon Unsecured Trade Claims, minus (ii) certain expenses of the Committee-Approved Claims Dispute Representative as provided in Section 7.01 of the Plan; provided, however, that if the sum of the Allowed Cochon Unsecured Trade Claims and the expenses of the Committee-Approved Claims Dispute Representative is less than \$1,040,000, any excess funds shall be remitted to the Reorganized Debtors.

(30) “Collateral” means any property or interest in property of the Debtors’ Estates subject to a Lien to secure the payment or performance of a Claim, which Lien is not subject to avoidance under the Bankruptcy Code or otherwise invalid or unavoidable under the Bankruptcy Code or applicable non-bankruptcy law.

(31) “Committee” means the official committee of unsecured creditors of Cochon appointed pursuant to section 1102(a) of the Bankruptcy Code in the Cases.

(32) “Committee-Appointed Claims Dispute Representative” means that Person who shall be appointed by the Committee prior to the Confirmation Hearing as a representative of the Holders of Class 5 Cochon Unsecured Trade Claims and who shall have the roles and authorities provided for in Section 7.01 of the Plan.

(33) “Confirmation” means the occurrence of the Confirmation Date.

(34) “Confirmation Date” means the date on which the Confirmation Order is entered on the docket in the Cases within the meaning of Bankruptcy Rules 5003 and 9021.

(35) “Confirmation Hearing” means the hearing held by the Bankruptcy Court to consider Confirmation of the Plan pursuant to section 1129 of the Bankruptcy Code, as such hearing may be continued from time to time.

(36) “Confirmation Hearing Date” means the date initially set by the Bankruptcy Court for the Confirmation Hearing.

(37) “Confirmation Order” means the order entered by the Bankruptcy Court confirming the Plan pursuant to section 1129 of the Bankruptcy Code.

(38) “Consummation” means the occurrence of the Effective Date.

(39) “Corn Meal” means Corn Meal, LLC.

(40) “Cure Payment” has the meaning set forth in Section 6.07 of the Plan.

(41) “Debtor” means, individually, Cochon Properties, LLC or Morrison Well Services, LLC, including, where applicable, such entity in its capacity as a debtor-in-possession in its respective Case pursuant to sections 1101, 1107(a) and 1108 of the Bankruptcy Code.

(42) “Debtor Intercompany Claims” means any Claim owed by one Debtor to the other Debtor.

(43) “Debtors” means Cochon Properties, LLC and Morrison Well Services, LLC, collectively and in their capacity as debtors-in-possession in the Cases pursuant to sections 1101, 1107(a) and 1108 of the Bankruptcy Code.

(44) “DIP Claim” means indebtedness and obligations under the DIP Facility and the DIP Credit Agreement.

(45) “DIP Credit Agreement” means that certain Debtor-in-Possession Credit Agreement dated as of October 6, 2017 by and among MWS and Cochon (as borrowers), the lenders that are signatories thereto, and Angelo, Gordon Energy Servicer, LLC (as agent).

(46) “DIP Facility” means post-petition loans and other extensions of credit from the Note Holders in an amount not to exceed \$2,000,000.00, in accordance with the terms and conditions set forth in the Final DIP Order and in the DIP Credit Agreement attached thereto and the other Loan Documents (as defined in the DIP Credit Agreement).

(47) “Disallowed Claim” means a Claim, or any portion thereof, that has been disallowed by a Final Order.

(48) “Disclosure Statement” means the *Amended Disclosure Statement for Joint Plan of Reorganization of Cochon Properties, LLC and Morrison Well Services, LLC Pursuant to Chapter 11 of the Bankruptcy Code* dated as of November 17, 2017 as the same may be amended, modified or supplemented from time to time, including all exhibits and schedules thereto.

(49) “Disclosure Statement Order” means the *Order Approving the (I) Cochon/MWS Disclosure Statement, (II) Confirmation Hearing Notice, Contents of the Solicitation Package, and Manner of Mailing and Service of the Confirmation Hearing Notice and the Solicitation Package, (III) Procedures for Voting and Tabulation of Ballots, and (IV) Forms of Ballots* [Docket No. 589] entered by the Bankruptcy Court on November 22, 2017.

(50) “Disputed” means, in reference to a Claim or Equity Interest, any Claim or Equity Interest, or any portion thereof, not Disallowed, not paid pursuant to either the Plan or Final Order of the Bankruptcy Court, and (a) which was or hereafter is listed on the Schedules as unliquidated, contingent, or disputed, and which has not been resolved by written agreement of the parties or a Final Order of the Bankruptcy Court, (b) proof of which was required to be filed by order of the Bankruptcy Court but as to which a proof of Claim or Equity Interest was not timely or properly filed, (c) proof of which was timely and properly filed and which was listed on the Schedules as unliquidated, disputed or contingent, (d) proof of which has been timely and properly filed but such Claim has been designated on the proof of Claim as unliquidated, contingent, or disputed, or in zero or unknown amount and has not been resolved by written agreement of the parties or a Final Order of the Bankruptcy Court; (e) that is disputed in accordance with the provisions of the Plan; (f) any Claim or Equity Interest which was listed on the Schedules but was not listed as unliquidated, contingent, or disputed and against which the Reorganized Debtors, New Holdco, or the Administrative Agent, at the direction of the Requisite Note Holders, filed a timely objection in accordance with the deadlines and procedures set forth in Section 7.01 of the Plan; or (g) as to which the Debtors or the Reorganized Debtors, as applicable, have interposed a timely objection or request for estimation in accordance with the Bankruptcy Code, the Bankruptcy Rules, and any orders of the Bankruptcy Court, or is otherwise disputed by the Debtors or the Reorganized Debtors, as applicable, in accordance with applicable non-bankruptcy law including any action or proceeding pending in a non-bankruptcy forum, which objection, request for estimation, or dispute has not been withdrawn or determined by a Final Order; provided, however, that for purposes of determining whether a particular Claim or Equity Interest is a Disputed Claim or Disputed Equity Interest prior to the expiration of any

period of limitation fixed for the interposition by the Debtors or Reorganized Debtors, as applicable, of objections to the allowance of Claims or Equity Interests, any Claim or Equity Interest that is not an Allowed Claim or Allowed Equity Interest shall be deemed Disputed.

(51) “Distribution” means the payment or distribution under the Plan of cash, assets, securities, or instruments evidencing an obligation under the Plan or other consideration on property of any nature to any Holder of an Allowed Claim or Allowed Equity Interest.

(52) “Distribution Date(s)” means the date or dates, occurring on or as soon as reasonably practicable after the Effective Date, upon which Distributions are made pursuant to the terms of the Plan to Holders of Allowed Administrative Claims and other Allowed Claims; provided, however, that (i) should such Allowed Administrative Claims or Allowed Claims be paid in the ordinary course of business, the Distribution Date shall be the date such Allowed Claim becomes payable under the terms of any contract or agreement or applicable non-bankruptcy law, and (ii) the Distribution Date for the Distribution to the Holders of Note Claims shall be the Effective Date.

(53) “Distribution Record Date” means the record date for purposes of making Distributions under the Plan, which shall be the Effective Date.

(54) “Effective Date” means the first Business Day on which all the conditions to consummation of the Plan have been satisfied in full or waived as permitted hereunder, and the Plan becomes effective.

(55) “Entity” has the meaning set forth in section 101(15) of the Bankruptcy Code.

(56) “Equity Interests” means an (a) ownership interest in a corporation, whether or not transferable or denominated “stock” or similar security; (b) ownership interest of a limited partner in a limited partnership; (c) ownership interest of a general partner in a partnership; (d) ownership interest of a joint venture partner in a joint venture; (e) ownership interest of a member in a limited liability company; (f) ownership interest in an entity not covered by (a) through (e) above; or (g) any warrant, option, or right, contractual or otherwise, to acquire or receive the interests in (a) through (f) above.

(57) “Estate” means, as to each Debtor, the estate created for such Debtor in its respective Case pursuant to section 541 of the Bankruptcy Code.

(58) “Exchange Act” means the Securities Exchange Act of 1934, 15 U.S.C. §§ 78a, et seq., as now in effect or hereafter amended, any rules and regulations promulgated thereunder, and any similar federal, state or local law.

(59) “Exculpated Parties” means the Debtors, the Reorganized Debtors, and the members of the Committee in their capacity as such.

(60) “Existing Equity” all Equity Interests in the Debtors existing as of the date immediately prior to the Effective Date.

(61) “Exit Facility” means a new first lien credit facility in an aggregate principal amount of \$35 million to be provided pursuant to the Exit Facility Credit Agreement and the other Exit Facility Documents.

(62) “Exit Facility Credit Agreement” means that certain credit agreement (substantially in the form filed in the Plan Supplement) to be entered into on the Effective Date by and among Reorganized Cochon and Reorganized MWS, as borrowers, and the Exit Facility Lender, together with all schedules and exhibits thereto, which shall be in form and substance satisfactory to the Administrative Agent at the direction of the Requisite Note Holders.

(63) “Exit Facility Documents” means the Exit Facility Credit Agreement and all other guarantee agreements, pledge and collateral agreements, and other documents related to or executed in connection with the Exit Facility.

(64) “Exit Facility Lender” means (i) the Note Holders in their capacity as lenders under the Exit Facility, and subsequently, upon the contribution of the Note Holders’ interests in the Exit Facility to New Holdco, (ii) New Holdco in its capacity as lender under the Exit Facility.

(65) “Face Amount” means (a) when used in reference to a Disputed Claim, the full stated amount claimed by the Holder of such Claim in any proof of Claim timely filed with the Bankruptcy Court or otherwise deemed timely filed by any Final Order of the Bankruptcy Court or other applicable bankruptcy law (or such lesser estimated amount approved by order of the Bankruptcy Court), and (b) when used in reference to an Allowed Claim, the allowed amount of such Claim.

(66) “Federal Leases” means the following federal leases and pipeline rights-of-way (ROW) issued to the Debtors by Interior: (i) Lease 00137 – WD 44; (ii) Lease 00138 – WD 45; (iii) ROW G28696 – WD 45; (iv) Lease 00560 – VR 67; and (v) ROW G04284 – VR 67.

(67) “Final Claims Objection Deadline” the date falling sixty (60) days after the First Claims Objection Deadline.

(68) “Final DIP Order” means the *Final Order Authorizing Cochon Properties, LLC’s and Morrison Well Services, LLC’s Limited Use of Cash Collateral, Obtaining Post-Petition Credit Secured by Senior Liens, and Granting Adequate Protection to Existing Lienholders* [Docket No. 457].

(69) “Final Order” means an order or judgment of the Bankruptcy Court (or any other court of competent jurisdiction) entered by the clerk of the Bankruptcy Court (or such other court) on the docket in the Cases (or the docket of such other court), which is and remains in full force and effect, has not been modified, amended, reversed, vacated, or stayed and as to which (i) the time to appeal, petition for certiorari, or move for a new trial, re-argument, or rehearing has expired and as to which no appeal, petition for certiorari or motion for new trial, re-argument, or rehearing shall then be pending or (ii) if an appeal, writ of certiorari new trial, re-argument or rehearing thereof has been sought, such order or judgment of the Bankruptcy Court (or other court of competent jurisdiction) shall have been affirmed by the highest court to which such order was appealed, or certiorari shall have been denied, or a new trial, re-argument or rehearing shall have been denied or resulted in no modification of such order, and the time to

take any further appeal, petition for certiorari or move for a new trial, re-argument or rehearing shall have expired, as a result of which such order shall have become final in accordance with Rule 8002 of the Federal Rules of Bankruptcy Procedure; provided, that the possibility that a motion under Rule 60 of the Federal Rules of Civil Procedure, or any analogous rule under the Federal Rules of Bankruptcy Procedure, may be filed relating to such order, shall not cause an order not to be a Final Order.

(70) “First Claims Objection Deadline” means the first Business Day that is at least one-hundred eighty (180) days after the Effective Date, which date may be extended by order of the Bankruptcy Court upon *ex parte* motion of the Reorganized Debtors, (x) prior to which, and subject to the limitations in any Final Order entered by the Bankruptcy Court, only the Reorganized Debtors may object to Claims filed in these Cases, and (y) after which only the Reorganized Debtors or the Committee-Appointed Claims Dispute Representative may object to Claims.

(71) “General Unsecured Claim” means any Claim that is not Secured or entitled to priority under the Bankruptcy Code or an order of the Bankruptcy Court, including any Claim arising from the rejection of an Executory Contract or Unexpired Lease under section 365 of the Bankruptcy Code, other than (i) a Section 510(b) Claim, (ii) the Bonding Claims, (iii) Cochon Unsecured Trade Claims, or (iv) MWS Unsecured Trade Claims. For the avoidance of doubt, all unsecured claims of the Morrison Group members shall be General Unsecured Claims.

(72) “Governance Documents” means any charter, certificate of incorporation, certificate of formation, bylaws, limited liability company agreements (or any other formation and organizational documents) of the Debtors in effect as of the Petition Date.

(73) “Governmental Unit” has the meaning set forth in section 101(27) of the Bankruptcy Code.

(74) “Governmental Unit Bar Date” means the date that is the last date for filing applications for allowance of Claims by a Governmental Unit, which date is November 29, 2017.

(75) “Holder(s)” means the beneficial holder(s) of any Claim or Equity Interest.

(76) “Impaired” means, when used with reference to a Claim or Equity Interest, a Claim or Equity Interest that is impaired within the meaning of section 1124 of the Bankruptcy Code.

(77) “Initial Administrative Claims Bar Date” means the date set by the Court pursuant to the Bar Date Order as the last date for filing applications for allowance of certain Administrative Claims incurred before November 28, 2017 that are in an amount in excess of \$50,000, which date is November 28, 2017.

(78) “Insurance Policies and Agreements” means the insurance policies issued to, or insurance agreements entered into by, the Debtors, but excluding the Bonding Claims, the Cochon Bonds, any agreements related thereto, and any insurance policies issued to or for the benefit of any Rooster Entities.

- (79) “Interior” means the United States Department of the Interior.
- (80) “Local Rules” means the Local Bankruptcy Rules for the United States Bankruptcy Court for the Western District of Louisiana, Lafayette Division, as amended.
- (81) “Lien” means a “lien” as defined in section 101(37) of the Bankruptcy Code and, with respect to any asset, includes, without limitation, any mortgage, lien, pledge, charge, security interest or other encumbrance of any kind.
- (82) “MEG” means Morrison Energy Group, LLC.
- (83) “Morrison Group” means, collectively, Chet Morrison, Chet Morrison Contractors, LLC, Corn Meal, LLC, Morrison Energy Group, LLC, and each of their respective Affiliates other than the Debtors.
- (84) “MWS” means Morrison Well Services, LLC.
- (85) “MWS Unsecured Trade Claim” means any Trade Claim against MWS that is not Secured or entitled to priority under the Bankruptcy Code or an order of the Bankruptcy Court, but excluding any Trade Claim of any member of the Morrison Group against MWS.
- (86) “MWS Unsecured Trade Claims Fund” means an amount of \$992,000 to be distributed Pro Rata to Holders of Allowed MWS Unsecured Trade Claims; provided, however, that if the amount of Allowed MWS Unsecured Trade Claims is less than \$992,000, any excess funds shall be remitted to the Reorganized Debtors.
- (87) “New Holdco” means a newly formed entity that will become the parent of Reorganized Cochon and Reorganized MWS on the Effective Date upon contribution of the New Equity and the Exit Facility thereto by the Note Holders.
- (88) “New Equity” means the new common Equity Interests in the Reorganized Debtors to be authorized and issued pursuant to the Plan and as provided in the New Governance Documents.
- (89) “New Governance Documents” means any new or amended certificates of formation, operating agreements, or limited liability company agreements (or any other applicable formation or organizational documents) of the Reorganized Debtors to be prepared and filed as provided in Section 4.07 of the Plan.
- (90) “Nexen Contracts” means, collectively, the (i) Purchase and Sale Agreement for Vermilion 67 Field dated as of June 1, 2013, between Nexen Petroleum Offshore U.S.A. Inc. Nexen Petroleum U.S.A. Inc., as seller, and Cochon Properties, LLC, as buyer, limited joinder by Chet Morrison Contractors, LLC and as such joinder was subsequently assigned to Morrison Well Services, LLC, and (ii) Purchase and Sale Agreement for Eugene Island Block 18 Field dated as of April 1, 2012, between Nexen Petroleum U.S.A., Inc., as seller, and Cochon Properties, LLC, as buyer, limited joinder by Chet Morrison Contractors, LLC and as such joinder was subsequently assigned to Morrison Well Services, LLC.

(91) “Non-Vesting Assets” means any (i) property of the Debtors’ estates that is abandoned under section 554 of the Bankruptcy Code prior to the Effective Date with the consent of the Administrative Agent at the direction of the Requisite Note Holders, and (ii) asset, right, arrangement, non-executory contract, or other property that is listed in the Plan Supplement as a Non-Vesting Asset with the consent of the Administrative Agent at the direction of the Requisite Note Holders.

(92) “Note Claims” means the indebtedness owed under the Notes and all Claims under the Note Purchase Agreement.

(93) “Note Holders” means, collectively, AG Energy Funding, LLC, Two Sigma Holdings V/C Acquisition Vehicle III, LLC, Garrison Funding 2013-2 Ltd., GMMF Loan Holdings LLC, and Garrison Middle Market II LP in their capacity as holders of Note Claims.

(94) “Note Purchase Agreement” means that certain Note Purchase Agreement dated as of November 17, 2014 and amended and restated as of June 25, 2015 (as subsequently amended, restated, or otherwise modified from time to time), entered into by and among the Borrower, as issuer, the Note Holders, and Angelo, Gordon Energy Servicer, LLC, as administrative agent and collateral agent, along with any supporting, related, and collateral documentation.

(95) “Notes” means those secured notes issued pursuant to the Note Purchase Agreement.

(96) “Oil and Gas Leases” means any and all unexpired instruments in which any of the Debtors or Reorganized Debtors, as the case may be, were granted or hold an existing leasehold, working interest, or similar interest in oil and gas and/or other liquid or gaseous hydrocarbons as of the Effective Date. Oil and Gas Leases specifically excludes the Federal Leases and any Non-Vesting Assets.

(97) “Other Priority Claim” means a Claim entitled to priority under sections 507(a)(3), (4), (5), (6), (7), and/or (9) of the Bankruptcy Code.

(98) “Other Secured Claim” means any Secured Claim, including Claims secured by mechanics’ and materialmen’s or similar liens, against property of any Debtor, but excluding the Priority Tax Claims, the DIP Claims, the Note Claims, and the Bonding Claims.

(99) “Person” means an individual, partnership, limited liability company, trust, incorporated or unincorporated association, joint venture, joint stock company, government (or an agreed or political subdivision thereof) or other entity of any kind.

(100) “Petition Date” means June 2, 2017, the date on which each of the Debtors filed their voluntary petitions for relief under chapter 11 of the Bankruptcy Code.

(101) “Plan” means this joint chapter 11 plan of reorganization, the Plan Supplement and all exhibits and schedules annexed hereto or referenced herein, as may be amended, modified or supplemented from time-to-time.

(102) “Plan Proponents” means the Debtors and the Note Holders; provided that the Administrative Agent, at the direction of the Requisite Note Holders, may elect to remove the Debtors as co-proponents of the Plan in its reasonable discretion.

(103) “Plan Securities and Documents” has the meaning set forth in section 4.13 of the Plan.

(104) “Plan Supplement” means the compilation of documents and forms of documents, schedules and exhibits to the Plan to be filed with the Bankruptcy Court not later than ten (10) days prior to the Confirmation Hearing Date or such later date as may be approved by the Bankruptcy Court, as they may be altered, amended, modified or supplemented from time to time.

(105) “Priority Claims Bar Date” means the date set by the Court pursuant to the Bar Date Order as the last date for filing proofs of Other Priority Claims, which date is November 28, 2017.

(106) “Priority Tax Claim” means a Claim that is entitled to priority pursuant to section 507(a)(8) of the Bankruptcy Code and shall include interest solely to the extent that the Holder of such Claim under Bankruptcy Code § 507(a)(8) is entitled to such interest under Bankruptcy Code § 507(a)(8).

(107) “Pro Rata” means when used in reference to a Distribution of property to Holders of Allowed Claims, a proportionate Distribution so that with respect to a particular Allowed Claim in such Class or group of Claims, the ratio of (a) (i) the amount of property distributed on account of such Claim to (ii) the amount of such Claim, is the same as the ratio of (b) (i) the amount of property distributed on account of all Allowed Claims in such Class or group of Claims to (ii) the amount of all Allowed Claims in such Class or group of Claims.

(108) “Professional” means any professional (a) employed in the Cases pursuant to sections 327, 328, or 1103 of the Bankruptcy Code and to be compensated for services rendered pursuant to sections 327, 328, 329, 330 or 331 of the Bankruptcy Code or (b) seeking compensation and reimbursement pursuant to section 503(b)(4) of the Bankruptcy Code.

(109) “Professional Fee Claim” means a Claim of a Professional for compensation or reimbursement of expenses relating to services after the Petition Date through the Effective Date.

(110) “Reinstated” or “Reinstatement” means (a) leaving unaltered the legal, equitable, and contractual rights to which a Claim or Equity Interest entitles the Holder thereof so as to leave such Claim or Equity Interest Unimpaired or (b) notwithstanding any contractual provision or applicable law that entitles the Holder of such Claim or Equity Interest to demand or receive accelerated payment of such Claim or Equity Interest after the occurrence of a default (i) curing any such default that occurred before or after the Petition Date, other than a default of a kind specified in section 365(b)(2) of the Bankruptcy Code; (ii) reinstating the maturity of such Claim as such maturity existed before such default; (iii) 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; and (iv) not otherwise altering the legal, equitable, or contractual rights to which such Claim entitles the Holder of such Claim.

(111) “Related Persons” means, with respect to any Person, such Person’s predecessors, successors, assigns (whether by operation of law or otherwise) and present and former Affiliates, equity owners, and subsidiaries, and each of their respective current and former officers, directors, principals, employees, shareholders, members (including *ex officio* members), managers, managed accounts or funds, management companies, fund advisors, advisory board members, partners, agents, financial advisors, attorneys, accountants, advisors, investment bankers, investment advisors, consultants, representatives, and other professionals, including such Related Persons’ respective heirs, executors, estates, servants, and nominees; provided, however, that no insurer of any Debtor shall constitute a Related Person.

(112) “Released Parties” means (a) the Debtors and the Reorganized Debtors, (b) the Administrative Agent, the Note Holders, and their respective Related Persons, (c) any officer, manager or employee of the Debtors acting in such capacity who is retained or employed by the Reorganized Debtors after the Effective Date, and (d) the Committee and each of its members; provided, however, that the Committee and each of its members shall not be Released Parties with respect to assertions of any Claim or Cause of Action against such parties asserted solely for defensive purposes, such as an offset or recoupment.

(113) “Reorganized” when used with any specifically named Debtor or group of Debtors means that Debtor or group of Debtors after the Effective Date and each of their respective successors.

(114) “Requisite Note Holders” means one or more Note Holders having or holding an outstanding principal amount of the Notes representing more than sixty-six and two thirds percent (66 2/3%) of the sum of the aggregate outstanding principal amount of the Notes of all Note Holders.

(115) “Restructuring” means the restructuring of certain outstanding Claims and indebtedness of the Debtors through this Plan.

(116) “Restructuring Documents” means, collectively, the documents and agreements (and the exhibits, schedules, annexes and supplements thereto) necessary to implement, or entered into in connection with, the Plan, including the Disclosure Statement, the Disclosure Statement Order, the Plan, the Plan Supplement, the New Governance Documents, the Exit Facility Documents, and each of the exhibits and schedules to the Plan, which documents and agreements shall in each case be consistent with the Plan and in form and substance acceptable to the Administrative Agent at the direction of the Requisite Note Holders.

(117) “Rooster Entities” means the Borrower, Rooster Energy, LLC, Probe Resources US Ltd., Rooster Petroleum, LLC, and Rooster Oil & Gas, LLC.

(118) “Schedules” means the schedules of assets and liabilities and statements of financial affairs filed by the Debtors pursuant to section 521 of the Bankruptcy Code and Bankruptcy Rule 1007(b), as such schedules or statements may be amended or supplemented from time to time in accordance with Bankruptcy Rule 1009 or orders of the Bankruptcy Court.

(119) “Section 510(b) Claim” means any Claim against a Debtor arising from (a) rescission of a purchase or sale of a security of any Debtor or an Affiliate of any Debtor,

(b) purchase or sale of such a security, or (c) reimbursement or contribution allowed under section 502 of the Bankruptcy Code on account of such a Claim.

(120) “Secured” means, when referring to a Claim: (a) secured by a Lien on property in which the Estate has an interest, which Lien is valid, perfected, and enforceable pursuant to applicable law or by reason of a Bankruptcy Court order, or that is subject to setoff pursuant to section 553 of the Bankruptcy Code, to the extent of the value of the creditor’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 or (b) Allowed pursuant to the Plan as a Secured Claim.

(121) “Securities Act” means the Securities Act of 1933, 15 U.S.C. §§ 77c-77aa, as now in effect or hereafter amended, any rules and regulations promulgated thereunder, or any similar federal, state or local law.

(122) “Setoff Claim” means a Claim of a Holder that has a valid right of setoff with respect to such Claim, which right is enforceable under section 553 of the Bankruptcy Code as determined by a Final Order, to the extent subject to such right of setoff.

(123) “Solicitation” means the solicitation of votes on the Plan through the distribution of Ballots in accordance with the Disclosure Statement Order.

(124) “Stamp or Similar Tax” means any stamp tax, recording tax, conveyance fee, intangible or similar tax, mortgage tax, personal or real property tax, real estate transfer tax, sales tax, use tax, transaction privilege tax (including such taxes on prime contracting and owner-builder sales), privilege taxes (including privilege taxes on construction contracting with regard to speculative builders and owner builders), and other similar taxes imposed or assessed by any Governmental Unit.

(125) “Subsequent Administrative Claims Bar Date” means, with respect to Administrative Claims arising after the Initial Administrative Claims Bar Date but on or before the Effective Date, the date that is thirty (30) days after the Effective Date which is the last date by which any Persons must have filed an application for allowance of Administrative Claims against any Debtor or be forever barred from asserting such Claim.

(126) “Substantial Contribution Claim” means a claim for compensation or reimbursement of costs and expenses incurred in making a substantial contribution in the Cases pursuant to sections 503(b)(3), (4), or (5) of the Bankruptcy Code.

(127) “Trade Claim” means a Claim against any Debtors that is held by an Entity arising on account of labor performed for, or services, materials, goods or equipment furnished and billed or invoiced to, the Debtors in the ordinary course of business.

(128) “Travelers Bonds” means the surety bonds related to certain oil and gas properties of Cochon issued by Travelers Insurance Company pursuant to bond numbers (a) 105812474, a supplemental bond in the amount of \$2,070,000.00, (b) 105812475, a supplemental bond in the amount of \$11,305,000.00, and (c) 105812476, a supplemental bond in the amount of \$5,280,000.00.

(129) “Unimpaired” means a Claim or Equity Interest that is not Impaired.

(130) “Unsecured Claims Bar Date” means the date set by the Court pursuant to the Bar Date Order as the last date for filing proofs of Claim, including proofs of Claim for General Unsecured Claims, Cochon Unsecured Trade Claims, and MWS Unsecured Trade Claims, which date is November 28, 2017.

(131) “Voting Deadline” means December 22, 2017, the date and time by which votes to accept or reject the Plan must be received by the Balloting Agent.

(132) “Voting Record Date” means November 28, 2017, the date for the determination of Holders of Claims and Equity Interests entitled to receive the solicitation package and vote to accept or reject the Plan.

Section 1.03 Rules of Interpretation

For purposes of the Plan, (a) any reference in the Plan to a contract, instrument, release, indenture, or other agreement or document being in a particular form or on particular terms and conditions means that such document shall be substantially in such form or substantially on such terms and conditions, (b) any reference in the Plan to an existing document or exhibit filed or to be filed means such document or exhibit as it may have been or may be amended, modified, or supplemented, (c) unless otherwise specified, all references in the Plan to Sections, Articles, Schedules, and Exhibits are references to Sections, Articles, Schedules, and Exhibits of or to the Plan, (d) the words “herein,” “hereto,” and “hereof” refer to the Plan in its entirety rather than to a particular portion of the Plan, (e) captions and headings to Articles and Sections are inserted for convenience of reference only and are not intended to be a part of or to affect the interpretation of the Plan, (f) the word including shall mean, “including, without limitation,” (g) in the event of any conflict between the terms of the Plan or any Restructuring Document (other than a Restructuring Document executed on the Effective Date), the terms of the Plan shall control, and (h) the rules of construction set forth in section 102 of the Bankruptcy Code and in the Bankruptcy Rules shall apply.

Section 1.04 Computation of Time

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

Section 1.05 Reference to Monetary Figures

Unless noted otherwise, all references in the Plan to monetary figures shall refer to the legal currency of the United States of America.

Section 1.06 Reference to Debtors or Reorganized Debtors

Unless specifically provided otherwise in the Plan, references to the Debtors or Reorganized Debtors shall mean the Debtors (or a Debtor) and/or Reorganized Debtors (or a Reorganized Debtor), as the context may require.

ARTICLE II UNCLASSIFIED CLAIMS

In accordance with section 1123(a)(1) of the Bankruptcy Code, Administrative Claims, Priority Tax Claims, and Professional Fee Claims have not been classified and thus are excluded from the Classes of Claims and Equity Interests set forth in Article III hereof.

Section 2.01 Administrative Claims

Except as otherwise provided for in the Plan, and subject to the requirements of Section 12.01 of the Plan, each Holder of an Allowed Administrative Claim shall, in full satisfaction, release, settlement, and discharge of such Allowed Administrative Claim: (a) to the extent such Claim is due and owing on the Effective Date, be paid in full, in Cash, on the Distribution Date; (b) to the extent such Allowed Administrative Claim is not due and owing on the Effective Date, be paid in full, in Cash, (i) when such Claim becomes due and payable under applicable non-bankruptcy law or (ii) in the ordinary course of business; or (c) receive such other treatment as to which such Holder may agree with the Reorganized Debtors.

Section 2.02 Priority Tax Claims

Each Holder of an Allowed Priority Tax Claim shall, in full satisfaction, release and discharge thereof, receive (a) such treatment as to which such Holder may agree with the applicable Reorganized Debtor, as the case may be, or (b) at the sole option of the applicable Reorganized Debtor, as the case may be, (i) payment in full of such Allowed Priority Tax Claim on the Distribution Date or (ii) treatment in accordance with the provisions of sections 1129(a)(9)(C) or 1129(a)(9)(D) of the Bankruptcy Code, as the case may be. To the extent that the Debtors elect to treat an Allowed Priority Tax Claim in accordance with sections 1129(a)(9)(C) or 1129(a)(9)(D) of the Bankruptcy Code, payments shall be made in equal monthly payments commencing within 30 days after the date such Allowed Priority Tax Claim becomes Allowed and ending no later than 60 months after the Petition Date.

Section 2.03 Professional Fee Claims

All final requests for compensation or reimbursement of Professional Fee Claims pursuant to sections 327, 328, 330, 331, 363, 503(b), or 1103 of the Bankruptcy Code for services rendered to or on behalf of the applicable Debtors or the Committee prior to the Effective Date (other than Substantial Contribution Claims under section 503(b)(4) of the Bankruptcy Code) must be filed and served on the Reorganized Debtors and their counsel no later than the Subsequent Administrative Claims Bar Date, unless otherwise ordered by the Bankruptcy Court. Objections to applications of such Professionals or other entities for compensation or reimbursement of expenses must be filed and served on the requesting Professional or other Entity no later than twenty-one (21) days (or such longer period as may be allowed by order of the Bankruptcy Court) after the date on which the applicable application for compensation or reimbursement was served. If such a request is granted by the Bankruptcy Court, such Professional Fee Claim shall be paid in full by the Reorganized Debtors in such amount as is Allowed by the Bankruptcy Court on the date such Professional Fee Claim becomes an Allowed Professional Fee Claim, or as soon as reasonably practicable thereafter. Upon the

Effective Date, any requirement that Professionals comply with sections 327 through 331, 363, and 1103 of the Bankruptcy Code in seeking retention or compensation for services rendered after such date shall terminate, and the Reorganized Debtors may employ and pay any Professional without any further notice to or action, order, or approval of the Bankruptcy Court.

Section 2.04 DIP Claims and Adequate Protection Claims

The Administrative Agent and the Note Holders shall receive on the Effective Date, Pro Rata with their recovery on account of the Note Claims, 100% of the New Equity of the Reorganized Debtors in exchange for the DIP Claims and the Adequate Protection Claims.

ARTICLE III CLASSIFICATION AND TREATMENT OF CLAIMS AND EQUITY INTERESTS

Section 3.01 Introduction

The categories of Claims and Equity Interests set forth below classify Claims and Equity Interests for all purposes, including for purposes of voting, confirmation and Distribution pursuant to the Plan and sections 1122 and 1123(a)(1) of the Bankruptcy Code. A Claim or Equity Interest shall be deemed classified in a particular Class only to the extent that it qualifies within the description of such Class, and shall be deemed classified in other Classes to the extent that any portion of such Claim or Equity Interest qualifies within the description of such other Classes. Notwithstanding anything to the contrary in the Plan, a Claim or Equity Interest shall be deemed classified in a Class only to the extent that such Claim or Equity Interest has not been paid, released, waived, Disallowed or otherwise settled prior to the Effective Date.

The Plan constitutes a separate chapter 11 plan of reorganization for each Debtor and the classification set forth in Classes 1 through 7 shall be deemed to apply to each Debtor. For all purposes under the Plan, each Class will contain sub-Classes for each of the Debtors (i.e., there will be seven (7) sub-Classes for each Debtor); provided that any Class or sub-Class that is vacant will be treated in accordance with Section 3.06 below.

All Claims (except for Administrative Claims, Priority Tax Claims, and Professional Fee Claims, which are not classified pursuant to section 1123(a)(1) of the Bankruptcy Code) and Equity Interests are classified in Section 3.03 below.

Section 3.02 Voting; Presumptions

(a) Acceptance by Impaired Classes. Each Impaired Class of Claims that will (or may) receive or retain property or any interest in property under the Plan shall be entitled to vote to accept or reject the Plan. An Impaired Class of Claims shall have accepted the Plan if (i) the Holders (other than any Holder designated under section 1126(e) of the Bankruptcy Code) of at least two-thirds in amount of the Allowed Claims actually voting in such Class have voted to accept the Plan and (ii) the Holders (other than any Holder designated under section 1126(e) of the Bankruptcy Code) of more than one-half in number of the Allowed Claims actually voting in such Class have voted to accept the Plan. An Impaired Class of Equity Interests shall have accepted the Plan if the Holders (other than any Holder designated under section 1126(e) of the

Bankruptcy Code) of at least two-thirds in amount of the Allowed Equity Interests actually voting in such Class have voted to accept the Plan.

(b) Voting Presumptions. Claims and Equity Interests in Unimpaired Classes are conclusively deemed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code and, therefore, are not entitled to vote to accept or reject the Plan. Claims and Equity Interests in Classes that do not entitle the Holders thereof to receive or retain any property under the Plan are conclusively deemed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code and, therefore, are not entitled to vote to accept or reject the Plan.

Section 3.03 Summary of Classification of Claims

Class	Designation	Status	Voting
1	Other Priority Claims	Unimpaired	Deemed to Accept
2	Other Secured Claims	Unimpaired	Deemed to Accept
3	Note Claims	Impaired	Entitled to Vote
4	Bonding Claims	Impaired	Entitled to Vote
5	Cochon Unsecured Trade Claims	Impaired	Entitled to Vote
6	MWS Unsecured Trade Claims	Impaired	Entitled to Vote
7	General Unsecured Claims	Impaired	Entitled to Vote
8	Debtor Intercompany Claims	Unimpaired/Impaired	Deemed to Accept/Deemed to Reject
9	Section 510(b) Claims	Impaired	Deemed to Reject
10	Existing Equity	Impaired	Deemed to Reject

Section 3.04 Classification and Treatment of Claims and Equity Interests

(a) Class 1: Other Priority Claims

- (i) Classification. Class 1 consists of Other Priority Claims.
- (ii) Treatment. Except to the extent that a Holder of an Allowed Other Priority Claim agrees in writing to less favorable treatment, in full and final satisfaction, settlement, release, and discharge of, and in exchange for, each Allowed Other Priority Claim, each Holder of an Allowed Other

Priority Claim shall receive either: (a) Cash equal to the full Allowed amount of such Allowed Other Priority Claim or (b) such other treatment as may be agreed to by such Holder and the Administrative Agent at the direction of the Requisite Note Holders.

(iii) Voting. Class 1 is Unimpaired by the Plan, and Holders of Allowed Other Priority Claims are not entitled to vote to accept or reject the Plan and are conclusively deemed to have accepted the Plan under section 1126(f) of the Bankruptcy Code.

(b) Class 2: Other Secured Claims.

(i) Classification. Class 2 consists of Other Secured Claims.

(ii) Treatment. Except to the extent that a Holder of an Allowed Other Secured Claim agrees in writing to less favorable treatment, in full and final satisfaction, settlement, release, and discharge of, and in exchange for, each Allowed Other Secured Claim, each Holder of an Allowed Other Secured Claim shall receive, at the Administrative Agent's election (at the direction of the Requisite Note Holders), either: (a) Cash equal to the full Allowed amount of such Holder's Allowed Other Secured Claim, (b) Reinstatement of such Holder's Allowed Other Secured Claim, (c) the return or abandonment of the Collateral securing such Holder's Allowed Other Secured Claim to such Holder, or (d) such other treatment as may be agreed to by such Holder and the Administrative Agent at the direction of the Requisite Note Holders.

(iii) Voting. Class 2 is Unimpaired by the Plan and Holders of Allowed Other Secured Claims are not entitled to vote to accept or reject the Plan and are conclusively deemed to have accepted the Plan under section 1126(f) of the Bankruptcy Code.

(c) Class 3: Note Claims.

(i) Classification. Class 3 consists of Note Claims.

(ii) Treatment. On the Effective Date, the Note Claims shall be deemed Allowed Claims in an amount not less than \$54,943,000 comprised of an amount of not less than \$53,138,000 in principal under the Notes and the Note Purchase Agreement as of the Petition Date, plus accrued and unpaid interest, fees, costs, and expenses in an amount of not less than \$1,805,000 accrued under the Notes and the Note Purchase Agreement as of the Petition Date. The Note Claims shall not be subject to any avoidance, reduction, setoff, offset, recharacterization, subordination (whether contractual or otherwise) counterclaim, cross-claim, defense, disallowance, impairment, objection, or challenges under any applicable law or regulation by any Person. The Note Holders shall receive on the Effective Date (i) their Pro Rata share of the Exit Facility, and (ii) Pro

Rata with their recovery on account of the DIP Claims and the Adequate Protection Claims, their Pro Rata share of one hundred percent (100%) of the New Equity of the Reorganized Debtors, and subsequently on the Effective Date, the Note Holders shall contribute their respective Pro Rata shares of the Exit Facility and the New Equity to New Holdco in exchange for the equity and debt of New Holdco to be allocated among the Note Holders Pro Rata with their respective recoveries on account of the DIP Claims and the Adequate Protection Claims; provided, however, that the Note Holders shall retain all of their Claims, Liens, and security interests against the Rooster Entities pursuant to Section 4.16 of this Plan. Additionally, all Liens and security interests on and in property of the Debtors securing the Claims and obligations arising under the Notes and the Note Purchase Agreement as of the Petition Date are unaltered by this Plan and shall continue to secure the indebtedness and obligations arising under the Exit Facility Documents.

(iii) Voting. Class 3 is Impaired by the Plan and Holders of Note Claims are entitled to vote to accept or reject the Plan.

(d) Class 4: Bonding Claims.

(i) Classification. Class 4 consists of Bonding Claims.

(ii) Treatment. If a Holder of a Bonding Claim votes to accept the Plan, such Holder's Cochon Bonds shall remain in effect in accordance with Section 4.17 of this Plan, the premiums on such Cochon Bonds shall be paid in the ordinary course of business, and such Holder shall receive its Pro Rata share of a Cash payment of \$25,000 in full and final satisfaction of its Bonding Claims. If a Holder of a Bonding Claim votes to reject the Plan, (i) such Holder's Cochon Bonds shall be replaced in the ordinary course of business after the Effective Date, (ii) any indemnity agreement with such issuers of Cochon Bonds will be rejected, and (iii) such Holder shall receive a Cash payment in the amount such Holder would receive in a chapter 7 liquidation, as determined by a finding by the Bankruptcy Court in full and final satisfaction of its Bonding Claims.

(iii) Voting. Class 4 is Impaired by the Plan and Holders of Bonding Claims are entitled to vote to accept or reject the Plan.

(e) Class 5: Cochon Unsecured Trade Claims.

(i) Classification. Class 5 consists of Cochon Unsecured Trade Claims.

(ii) Treatment. On the Effective Date, except to the extent a Holder of an Allowed Cochon Unsecured Trade Claim agrees in writing to less favorable treatment, in full and final satisfaction, settlement, and release of, and in exchange for each Allowed Cochon Unsecured Trade Claim, each Holder of an Allowed Cochon Unsecured Trade Claim shall receive a

Cash payment in the full Allowed amount of such Claim from the Cochon Unsecured Trade Claims Fund; provided, however, that if the Allowed aggregate amount of Cochon Unsecured Trade Claims exceeds the Cochon Unsecured Trade Claims Fund, then such Holders shall share Pro Rata in the Cochon Unsecured Trade Claims Fund.¹

(iii) Voting. Class 5 is Impaired by the Plan and Holders of Allowed Cochon Unsecured Trade Claims are entitled to vote to accept or reject the Plan.

(f) Class 6: MWS Unsecured Trade Claims.

(i) Classification. Class 6 consists of MWS Unsecured Trade Claims.

(ii) Treatment. On the Effective Date, except to the extent a Holder of an Allowed MWS Unsecured Trade Claim agrees in writing to less favorable treatment, in full and final satisfaction, settlement, and release of, and in exchange for each Allowed MWS Unsecured Trade Claim, each Holder of an Allowed MWS Unsecured Trade Claim shall receive a Cash payment in the full Allowed amount of such Claim from the MWS Unsecured Trade Claims Fund; provided, however, that if the Allowed aggregate amount of MWS Unsecured Trade Claims exceeds the MWS Unsecured Trade Claims Fund, then such Holders shall share Pro Rata in the MWS Unsecured Trade Claims Fund.²

(iii) Voting. Class 6 is Impaired by the Plan and Holders of Allowed MWS Unsecured Trade Claims are entitled to vote to accept or reject the Plan.

(g) Class 7: General Unsecured Claims.

(i) Classification. Class 7 consists of General Unsecured Claims.

(ii) Treatment. On the Effective Date, except to the extent a Holder of an Allowed General Unsecured Claim agrees in writing to less favorable treatment, in full and final satisfaction, settlement, and release of, and in exchange for each Allowed General Unsecured Claim, each Holder of an Allowed General Unsecured Claim (other than Note Claims, the Bonding Claims, Cochon Unsecured Trade Claims, and MWS Unsecured Trade Claims) shall receive its Pro Rata share of \$25,000.

(iii) Voting. Class 7 is Impaired by the Plan and Holders of Allowed General Unsecured Claims are entitled to vote to accept or reject the Plan.

¹ The aggregate amounts listed for the Cochon Unsecured Trade Claims are based on a 100% recovery determined by the claim amounts set forth in Cochon's Schedule of Assets and Liabilities as filed with the Bankruptcy Court on July 10, 2017.

² The aggregate amounts listed for the MWS Unsecured Trade Claims are based on a 100% recovery determined by the claim amounts set forth in MWS's Schedule of Assets and Liabilities as filed with the Bankruptcy Court on July 10, 2017.

(h) Class 8: Debtor Intercompany Claims.

- (i) Classification. Class 8 consists of Debtor Intercompany Claims.
- (ii) Treatment. Each Allowed Class 8 Claim shall be, at the option of the Administrative Agent at the direction of the Requisite Note Holders, either:
 - (A) reinstated; or
 - (B) cancelled and released without any distribution on account of such Claims,

in each case (A) and (B) in a tax and business efficient manner acceptable to the Administrative Agent at the direction of the Requisite Note Holders.

- (iii) Voting. Class 8 is Unimpaired or Impaired by the Plan (as applicable depending on the election above) and Holders of Allowed Debtor Intercompany Claims are not entitled to vote to accept or reject the Plan and are conclusively deemed to have accepted or rejected the Plan (as applicable depending on the election above) under section 1126(f) of the Bankruptcy Code.

(i) Class 9: Section 510(b) Claims.

- (i) Classification. Class 9 consists of all Section 510(b) Claims.
- (ii) Treatment. Class 9 Claims, if any, shall be cancelled, released, and extinguished as of the Effective Date, and shall be of no further force or effect, and Holders of Section 510(b) Claims shall not receive any distribution on account of such Section 510(b) Claims.
- (iii) Voting. Class 9 is Impaired by the Plan. Each Holder of a Section 510(b) Claim will be conclusively deemed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code. Therefore, each Holder of a Section 510(b) Claim will not be entitled to vote to accept or reject the Plan.

(j) Class 10: Existing Equity.

- (i) Classification. Class 10 consists of Existing Equity.
- (ii) Treatment. Existing Equity in Cochon and MWS shall be cancelled and extinguished without further notice to, approval of, or action by any Entity, and each Holder of Existing Equity in Cochon or MWS shall receive no recovery on account of such Existing Equity.

- (iii) Voting. Class 10 is Impaired by the Plan. Each Holder of Existing Equity in Cochon and MWS will be conclusively deemed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code. Therefore, each Holder of Existing Equity will not be entitled to vote to accept or reject the Plan.

Section 3.05 Cram Down

If any Class of Claims or Equity Interests entitled to vote on the Plan does not vote to accept the Plan, the Plan Proponents will (a) seek confirmation of the Plan under section 1129(b) of the Bankruptcy Code or (b) amend or modify the Plan in accordance with Article IX of the Plan. With respect to any Class of Claims or Equity Interests that is deemed to reject the Plan, the Plan Proponents will request that the Bankruptcy Court confirm or “cram down” the Plan pursuant to section 1129(b) of the Bankruptcy Code.

Section 3.06 Elimination of Vacant Classes

Any Class of Claims that is not occupied as of the commencement of the Confirmation Hearing by an Allowed Claim or a Claim temporarily allowed under Bankruptcy Rule 3018 shall be deemed eliminated from the Plan for purposes of voting to accept or reject the Plan and for purposes of determining acceptance or rejection of the Plan by such Class pursuant to section 1129(a)(8) of the Bankruptcy Code.

Section 3.07 Votes Solicited in Good Faith

The Plan Proponents have, and upon the Effective Date the Reorganized Debtors and the other Plan Proponents shall be deemed to have, solicited votes on the Plan from the voting Classes in good faith and in compliance with the applicable provisions of the Bankruptcy Code. Accordingly, the Plan Proponents, the Reorganized Debtors, and their respective Related Persons shall be entitled to, and upon the Confirmation Date are hereby granted, the protections of section 1125(e) of the Bankruptcy Code.

ARTICLE IV MEANS FOR IMPLEMENTATION OF THE PLAN

Section 4.01 General Settlement of Claims and Equity Interests

As provided herein, pursuant to section 1123 of the Bankruptcy Code and Bankruptcy Rule 9019, and in consideration for the classification, Distributions, releases, and other benefits provided under the Plan, upon the Effective Date, the provisions of the Plan shall constitute a good faith compromise and settlement of all Claims and Equity Interests and controversies resolved pursuant to the Plan. Subject to Article V hereof, all Distributions made to Holders of Allowed Claims and Allowed Equity Interests in any Class are intended to be and shall be final.

Section 4.02 Voting of Claims

Each Holder of an Allowed Claim as of the Voting Deadline in an Impaired Class of Claims that is not (a) deemed to have rejected the Plan or (b) conclusively presumed to have

accepted the Plan, and that held such Claim as of the Voting Record Date, shall be entitled to vote to accept or reject the Plan. The instructions for completion of the Ballots are set forth in the instructions accompanying each Ballot.

Section 4.03 Issuance of New Equity

Prior to the Effective Date, the Administrative Agent, at the direction of the Requisite Note Holders, will form New Holdco, and on the Effective Date the Note Holders will contribute 100% the New Equity issued to the Note Holders to New Holdco. Subject to and in accordance with the New Governance Documents, the issuance of the New Equity will be authorized without the need for any further corporate action or any further action by the Holders of Claims or Equity Interests. All of the membership interests of the New Equity issued pursuant to the Plan shall be duly authorized, validly issued, fully paid, and nonassessable, and shall be subject to the terms and conditions of the New Governance Documents. Each Distribution and issuance referred to in Article V hereof shall be governed by the terms and conditions set forth in the Plan applicable to such Distribution or issuance and by the terms and conditions of the instruments evidencing or relating to such Distribution or issuance, which terms and conditions shall bind each Entity receiving such Distribution or issuance.

Section 4.04 Exit Facility

On the Effective Date, the Reorganized Debtors will enter into the Exit Facility in accordance with the terms of the Exit Facility Credit Agreement. The Exit Facility shall mature three (3) years from the Effective Date and shall bear interest at ten percent (10.0%) per annum, which shall be paid quarterly in Cash. The Reorganized Debtors shall submit a G&A budget to the Exit Facility Lender semi-annually for approval and subsequent covenant compliance. All net cash flow from Vermillion 67 shall be segregated, swept upon receipt, and applied against the Exit Facility. The Exit Facility shall be subject to amortization equal to a fifty percent (50.0%) quarterly excess cash flow sweep. Excess cash flow shall be defined as net revenue less: (a) operating expenses incurred and paid in the period of measurement, (b) cash G&A, (c) cash interest expense, (d) approved capex, and (e) any federal, state and/or local income taxes, not otherwise included in items (a)-(d) herein. Capex shall be approved semi-annually by the Note Holders and based on the approved budget. The Exit Facility Lender or the Note Holders may elect to provide (as part of the Exit Facility or as a separate facility) an asset-based working capital facility of up to four million dollars (\$4,000,000) or to address working capital needs by retaining net cash flow of the Reorganized Debtors in order to build up to a four million dollar (\$4,000,000) unrestricted cash balance.

The Confirmation Order shall constitute approval of the Exit Facility (including the transactions contemplated thereby, and all actions to be taken, undertakings to be made, and obligations to be incurred and fees paid by the Reorganized Debtors in connection therewith), and authorization for the Reorganized Debtors to enter into and perform under the Exit Facility Documents and such other documents as may be required or appropriate.

The Exit Facility Documents shall constitute legal, valid, binding, and authorized obligations of the Reorganized Debtors, enforceable in accordance with their terms. The financial accommodations to be extended pursuant to the Exit Facility Documents are being

extended, and shall be deemed to have been extended, in good faith, for legitimate business purposes, are reasonable, shall not be subject to avoidance, recharacterization, or subordination (including equitable subordination) for any purposes whatsoever, and shall not constitute preferential transfers, fraudulent transfers, obligations, or conveyances, or other voidable transfers or obligations under the Bankruptcy Code or any other applicable non-bankruptcy law. On the Effective Date, all of the Liens and security interests to be granted in accordance with the Exit Facility Documents (a) shall be legal, binding, and enforceable Liens on, and security interests in, the collateral granted thereunder in accordance with the terms of the Exit Facility Documents, (b) shall be deemed automatically perfected on the Effective Date, subject only to such Liens and security interests as may be permitted under the Exit Facility Documents, and (c) shall not be subject to avoidance, recharacterization, or subordination (including equitable subordination) for any purposes whatsoever and shall not constitute preferential transfers, fraudulent transfers, obligations, or conveyances, or other voidable transfers or obligations under the Bankruptcy Code or any applicable non-bankruptcy law. The Reorganized Debtors and the persons and entities granted such Liens and security interests are authorized to make all filings and recordings, and to obtain all governmental approvals and consents necessary to establish and perfect such Liens and security interests under the provisions of the applicable state, provincial, federal, or other law (whether domestic or foreign) that would be applicable in the absence of the Plan and the Confirmation Order (it being understood that perfection shall occur automatically by virtue of the entry of the Confirmation Order, and any such filings, recordings, approvals, and consents shall not be required), and will thereafter cooperate to make all other filings and recordings that otherwise would be necessary under applicable law to give notice of such Liens and security interests to third parties.

All Liens and security interests on such property and collateral securing the Claims and obligations arising under the Notes and the Note Purchase Agreement as of the Petition Date are unaltered by this Plan and shall continue to secure the indebtedness and obligations of the Reorganized Debtors arising under the Exit Facility Documents.

The Administrative Agent, at the direction of the Requisite Note Holders, may elect to cause the Reorganized Debtors to enter into new hedging agreements or to receive a novation or assignment of hedges held by the Rooster Entities on the Effective Date, including, without limitation, the entry by the Reorganized Debtors into hedging documents and intercreditor agreements related thereto.

Section 4.05 Bankruptcy Restructuring

On the Effective Date, and pursuant to the Plan or the applicable Restructuring Documents, the applicable Debtors or Reorganized Debtors shall enter into the Bankruptcy Restructuring contemplated by the Plan, and shall take any actions as may be reasonably necessary or appropriate to effect a restructuring of their respective liabilities, Claims, and Equity Interests. The actions to effect the Bankruptcy Restructuring may include: (a) the execution and delivery of appropriate agreements or other documents containing terms that are consistent with the terms of the Plan and that satisfy the applicable requirements of applicable state law and any other terms to which the applicable Entities may agree; (b) the execution and delivery of appropriate instruments of transfer, assignment, assumption, or delegation of any asset, property, right, liability, debt, or obligation on terms consistent with the terms of the Plan

and having other terms for which the applicable parties agree; (c) the filing of appropriate certificates or articles of incorporation or reincorporation, or formation pursuant to applicable state law; and (d) all other actions that the applicable Entities determine to be reasonably necessary or appropriate, including making filings or recordings that may be required by applicable state law in connection with the Bankruptcy Restructuring. The chairman of the board of directors, president, chief executive officer, chief financial officer, or any other appropriate officer, manager, or managing partner of each Debtor or Reorganized Debtor, as appropriate, shall be authorized to execute, deliver, file, or record such contracts, instruments, releases, indentures, and other agreements or documents, and take such other actions, as may be reasonably necessary or appropriate, to effectuate and further evidence the terms and conditions of the Plan and the other Restructuring Documents. The secretary of the appropriate Debtor or Reorganized Debtor, as appropriate, shall be authorized to certify or attest to any of the foregoing actions. All actions taken, or caused to be taken, to effect the Bankruptcy Restructuring shall be deemed to have been authorized and approved by the Bankruptcy Court.

Section 4.06 Continued Corporate Existence

Except as otherwise provided in the Plan, following the Effective Date, the Reorganized Debtors shall continue to exist as separate limited liability companies, in accordance with applicable non-bankruptcy law and pursuant to their Governance Documents in effect prior to the Effective Date, except to the extent that such Governance Documents are amended by the terms of the Plan or the New Governance Documents. After the Effective Date, subject to the terms and conditions of the applicable Restructuring Documents, the Reorganized Debtors will be free to act in accordance with applicable governance laws, including laws regarding sale of assets, mergers, dissolution, and name changes. Notwithstanding anything to the contrary herein, the Claims of a particular Debtor or Reorganized Debtor shall remain the obligations solely of such Debtor or Reorganized Debtor and shall not become obligations of any other Debtor or Reorganized Debtor solely by virtue of the Plan or the Cases.

Section 4.07 New Governance Documents

The Reorganized Debtors shall adopt and file New Governance Documents as of the Effective Date that shall be in form and substance acceptable to the Administrative Agent at the direction of the Requisite Note Holders. After the Effective Date, the New Governance Documents (a) shall prohibit the issuance of nonvoting equity securities to the extent required by section 1123 of the Bankruptcy Code, and (b) after the Effective Date, shall be subject to further amendment as provided in such New Governance Documents or as otherwise permitted by applicable law. Upon the contribution of the New Equity to New Holdco, the Reorganized Debtors shall be managed by their sole member, New Holdco in accordance with the terms of the New Governance Documents. Kenneth F. Tamplain, if he agrees, shall initially be employed as the interim chief executive officer of the Reorganized Debtors, and New Holdco shall conduct a search for a permanent chief executive officer. To the extent that the permanent chief executive officer selected by New Holdco is not Kenneth F. Tamplain, then Kenneth F. Tamplain shall be offered the opportunity to continue to serve as an officer of the Reorganized Debtors with the title of president. Gary Nuschler, if he agrees, shall be employed as the chief financial officer of the Reorganized Debtors, and Gary Nuschler, if he agrees, shall continue to serve as an officer of

the Reorganized Debtors with the title of vice president of finance and/or treasurer to the extent of any changes that result from the permanent chief executive officer search process.

Section 4.08 Revesting of Assets

Except as otherwise provided in the Plan or in the Confirmation Order and excluding the Non-Vesting Assets, as of the Effective Date all property of the Debtors other than the Non-Vesting Assets, including all claims, rights, and Causes of Action and any assets or property acquired by the Debtors or the Reorganized Debtors during the Cases or under or in connection with the Plan, shall vest or revest in the applicable Reorganized Debtor (i) free and clear of all Claims, Liens, encumbrances, and other Equity Interests and (ii) subject to all rights of the Debtors under Bankruptcy Code § 544 as such rights existed during the pendency of these Cases so that the Reorganized Debtors may assert any such rights. Notwithstanding the foregoing, (i) all such property shall be subject to the Claims, Liens and encumbrances arising under the Exit Facility and (ii) all Claims, Liens and encumbrances on such property and collateral securing the Claims and obligations arising under the Notes and the Note Purchase Agreement as of the Petition Date are unaltered by this Plan and shall continue to secure the indebtedness and obligations arising under the Exit Facility Documents. From and after the Effective Date, the Reorganized Debtors may operate their businesses and use, acquire, and dispose of property and settle and compromise claims or interests without supervision or approval by the Bankruptcy Court and free of any restrictions of the Bankruptcy Code or Bankruptcy Rules, other than those restrictions expressly imposed by the Plan and the Confirmation Order. Without limiting the generality of the foregoing, the Reorganized Debtors may, without application to or approval by the Bankruptcy Court or any other Person or party, pay professional fees and expenses that they incur after the Effective Date.

Section 4.09 Preservation of Rights of Action; Settlement

Except to the extent such rights, claims, Causes of Action, defenses, and counterclaims are otherwise dealt with in the Plan or are expressly and specifically released in connection with the Plan, the Confirmation Order, or in any settlement agreement approved during the Cases, or otherwise provided in the Confirmation Order or in any contract, instrument, release, indenture or other agreement entered into in connection with the Plan, in accordance with section 1123(b) of the Bankruptcy Code, the Debtors and Reorganized Debtors hereby reserve any and all rights, claims, Causes of Action, defenses, and counterclaims of or accruing to the Debtors whether or not litigation relating thereto is pending on the Effective Date, including any types of Causes of Action described or referred to in the Disclosure Statement, including as identified in Exhibit D thereof, or the Schedules. Except as provided in the Plan or the Confirmation Order, Avoidance Actions shall revest in the Reorganized Debtors; provided, however, that except for Avoidance Actions against the Morrison Group, Avoidance Actions against Holders of Trade Claims shall be preserved solely for purposes of setoff or recoupment against a Claim that would otherwise be Allowed, and in no event shall Avoidance Actions against Holders of Trade Claims (other than Avoidance Actions against the Morrison Group) be pursued for purposes of seeking affirmative recoveries. Notwithstanding the foregoing, Avoidance Actions and other Causes of Action against the Morrison Group and parties other than Holders of Trade Claims shall not be released upon the Effective Date, and the Reorganized Debtors may pursue Avoidance Actions and other Causes of Action against the Morrison Group and parties other than Holders of Trade Claims for

purposes of seeking affirmative recoveries. The Reorganized Debtors shall have the exclusive right, authority and discretion to determine and to initiate, file, prosecute, enforce, abandon, settle, compromise, release, withdraw or litigate to judgment any or all of such rights, claims, Causes of Action, defenses, and counterclaims and to decline to do any of the foregoing without further notice to or action, order or approval of the Bankruptcy Court.

Section 4.10 Employee and Retiree Benefits

On and after the Effective Date, except as otherwise provided in the Plan, the Reorganized Debtors will: (a) honor, in the ordinary course of business any unrejected contracts, agreements, policies, programs, and plans for, among other things, compensation (with the exception of equity benefits plans that were in existence on the Petition Date, which plans shall be cancelled upon the Effective Date), health care benefits, disability benefits, deferred compensation benefits, travel benefits, savings, retirement benefits, welfare benefits, workers' compensation insurance, accidental death and dismemberment insurance for the directors, officers and employees of any of the Debtors who served in such capacity at the time of the Petition Date, and any other benefit plan; and (b) honor, in the ordinary course of business, Claims of employees employed as of the Effective Date for accrued vacation time arising prior to the Petition Date; provided, however, that the Debtors' or Reorganized Debtors' performance of any employment agreement will not entitle any person to any benefit or alleged entitlement under any policy, program, or plan that has expired or been terminated before the Effective Date, or restore, reinstate, or revive any such benefit or alleged entitlement under any such policy, program, or plan. Nothing in the Plan shall limit, diminish, or otherwise alter the Reorganized Debtors' defenses, claims, any Causes of Action, or other rights with respect to any such contracts, agreements, policies, programs, and plans. Notwithstanding the foregoing, pursuant to section 1129(a)(13) of the Bankruptcy Code, on and after the Effective Date, all "retiree benefits" (as that term is defined in section 1114 of the Bankruptcy Code), if any, shall continue to be paid in accordance with applicable law.

Section 4.11 Workers' Compensation Programs

On and after the Effective Date, except as otherwise provided in the Plan, the Reorganized Debtors shall continue to honor their post-petition obligations under: (a) all applicable workers' compensation or similar laws in the states or countries in which the Reorganized Debtors operate; and (b) the Debtors' written contracts, agreements, agreements of indemnity, self-insurer workers' compensation bonds, policies, programs and plans for workers' compensation and workers' compensation insurance currently in effect. Nothing in the Plan shall limit, diminish or otherwise alter the Debtors' or Reorganized Debtors' defenses, claims, Causes of Action, or other rights under applicable non-bankruptcy law with respect to any such contracts, agreements, policies, programs and plans; provided, however, that nothing herein shall be deemed to impose any obligations on the Debtors or Reorganized Debtors in addition to what is required under the provisions of applicable law.

Section 4.12 Exemption from Certain Transfer Taxes

Pursuant to, and to the fullest extent permitted by, section 1146(a) of the Bankruptcy Code, any transfer of property (including by issuance, transfer, or exchange of a security, or the

making or delivery of an instrument of transfer of property), pursuant to or in connection with the Plan or the Restructuring Documents shall not be subject to any Stamp or Similar Tax or governmental assessment in the United States or by any other Governmental Unit, and the Confirmation Order shall direct the appropriate federal, state or local (domestic or foreign) governmental officials or agents to forgo the collection of any such Stamp or Similar Tax or governmental assessment and to accept for filing and recordation instruments or other documents evidencing such action or event without the payment of any such Stamp or Similar Tax or governmental assessment. Such exemption specifically applies, without limitation, to (i) all actions, agreements and documents necessary to evidence and implement the provisions of, transactions contemplated by and the Distributions to be made under the Plan or the Restructuring Documents, (ii) the issuance and Distribution of the New Equity Interests, and (iii) the maintenance or creation of security interests or any Lien as contemplated by the Plan or the Restructuring Documents.

Section 4.13 Section 1145 and Other Exemptions

On and after the Effective Date, each of the Debtors and the Reorganized Debtors is authorized to and shall provide, distribute, or issue, as applicable, the New Equity Interests, and any and all other instruments, certificates, and other documents or agreements required to be provided, distributed, issued, executed or delivered pursuant to or in connection with the Plan (collectively, the “Plan Securities and Documents”), in each case without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or the vote, consent, authorization or approval of any Entity. The issuance of the New Equity Interests and the Distribution thereof under the Plan shall be exempt from registration under applicable securities laws (including Section 5 of the Securities Act or any similar state law requiring the registration for offer or sale of a security or registration or licensing of an issuer of a security) pursuant to section 1145(a) of the Bankruptcy Code, Section 4(a)(2) of the Securities Act, and/or other applicable exemptions. The New Equity Interests may not be transferred, encumbered, or otherwise disposed of in the absence of such registration or an exemption therefrom under the Securities Act or under such laws and regulations thereunder. Accordingly, the New Equity Interests may be subject to restrictions on transfer as set forth in the governing documents to such New Equity Interests. Without limiting the effect of section 1145 of the Bankruptcy Code, all documents, agreements, and instruments entered into and delivered on or as of the Effective Date contemplated by or in furtherance of the Plan shall become effective and binding in accordance with their respective terms and conditions upon the parties thereto, in each case without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or the vote, consent, authorization, or approval of any Entity (other than as expressly required by such applicable agreement).

Section 4.14 Authority

All actions and transactions contemplated under the Plan, including, but not limited to, the execution of the New Governance Documents, the entry into the Exit Facility, and the issuance of the New Equity Interests are and shall be authorized upon Confirmation of the Plan, in each case without further notice to or order of the Bankruptcy Court, and without the need of further approvals, notices or meetings of the Debtors’ directors, officers, managers, shareholders and/or members (except for those expressly required pursuant hereto or by the Restructuring

Documents). Specifically, all amendments to the charters, certificates of incorporation or formation, the articles of incorporation or organization, the operating agreements, the limited liability company agreements, and/or bylaws of any of the Debtors, and all other corporate action on behalf of any of the Debtors or the Reorganized Debtors as may be necessary to put into effect or carry out the terms and intent of the Plan may be effected, exercised, and taken, in each case without further notice to or order of the Bankruptcy Court and without further action by the Debtors' directors, officers, managers, shareholders and/or members with like effect as if effected, exercised, and taken by unanimous action of the directors, officers, managers, shareholders and/or members of the Debtors or the Reorganized Debtors (as applicable). The Confirmation Order shall include provisions dispensing with the need of further approvals, notices or meetings of the Debtors or holders of Equity Interests and authorizing and directing any director, officer, manager, or member of each respective Debtor to execute any document, certificate or agreement necessary to effectuate the Plan on behalf of such Debtor, which documents, certificates, and agreements shall be binding on the Debtors and all Holders of Claims and Equity Interests.

Section 4.15 Continuing Effectiveness of Final Orders

Payment authorization granted to the Debtors under any prior Final Order entered by the Bankruptcy Court shall continue in effect after the Effective Date. Accordingly, the Debtors or the Reorganized Debtors may pay or otherwise satisfy any Claim to the extent permitted by, and subject to, the applicable Final Order without regard to the treatment that would otherwise be applicable to such Claim under the Plan.

Section 4.16 Retention of Claims and Liens Against the Rooster Entities

The Administrative Agent and the Note Holders shall retain all Claims, Liens, and security interests against the Rooster Entities, their assets, and their property, including all Claims entitled to administrative priority. All parties other than the Debtors shall retain any and all rights with respect to the determination of the amount of the Note Claims that remains outstanding after the Holders of Note Claims receive their treatment pursuant to Section 3.04(c) of the Plan.

Section 4.17 Surety Bonds

As part of the treatment of the Claims of Holders of Bonding Claims who vote for this Plan, (i) the indemnity agreements with the issuers of such Cochon Bonds shall be terminated, rejected, and replaced with new indemnity agreements in form and substance acceptable to the Administrative Agent, at the direction of the Requisite Noteholders, that exclude any indemnity obligations related to the Rooster Entities, CMC, Chet Morrison, MEG, or their respective properties (ii) the Cochon Bonds shall remain in effect, and (iii) Reorganized Cochon shall assume the obligation to reimburse the issuers of the Cochon Bonds for any draws on or obligations under the Cochon Bonds; provided that, notwithstanding anything to the contrary herein, any and all Claims against the Debtors on account of any indemnity or guarantee of Bonding Claims against any of the Rooster Entities, CMC, Chet Morrison, MEG, or their respective properties shall be discharged by the Plan with the treatment specified for Bonding Claims set forth herein regardless of whether or not the Holders of Bonding Claims vote for or

against the Plan. Nothing herein shall affect any Claims, obligations, or rights under the surety bonds and associated Payment and Indemnity Agreement against the Rooster Entities, CMC, Chester F. Morrison, Jr., MEG, or any other non-Debtor Entity. Further, nothing herein shall discharge any right of U.S. Specialty Insurance Company, if any, to seek to subrogate into any Claims of the United States government against the Reorganized Debtors in the event that the United States draws the Cochon Bonds.

Notwithstanding anything to the contrary herein, the Travelers Bonds and any Claims pursuant to indemnity agreements relating thereto (i) shall be Reinstated on the Effective Date, (ii) are Unimpaired by the Plan, and (iii) shall pass through the Cases for the benefit of the Reorganized Debtors and the issuer of such Travelers Bonds.

ARTICLE V PROVISIONS REGARDING DISTRIBUTIONS

Section 5.01 Distributions for Claims and Equity Interests Allowed as of the Effective Date

Except as otherwise provided in the Plan, as ordered by the Bankruptcy Court, or as otherwise agreed to by the Administrative Agent, at the direction of the Requisite Note Holders, or the Reorganized Debtors (as applicable) and the Holder of the applicable Claim or interest, each Holder of an Allowed Claim or Allowed Equity Interest shall receive on the Distribution Date the full amount of the Distributions that the Plan provides for Allowed Claims or Allowed Equity Interests in the applicable Class. All Cash Distributions shall be made by the Reorganized Debtors from available Cash of the Reorganized Debtors. Any Distribution hereunder of property other than Cash shall be made by the Reorganized Debtors in accordance with the terms of the Plan. Except as provided in the Plan, the Confirmation Order or a Final Order of the Bankruptcy Court, or as required by applicable bankruptcy law, including by Bankruptcy Code §§ 503, 507, or 511, postpetition interest shall not accrue or be paid on any Claims or Equity Interest and no Holder of an Allowed Claim or Allowed Equity Interest shall be entitled to post-petition interest on account of such Allowed Claim or Allowed Equity Interest.

Section 5.02 Disbursements to be Made by the Reorganized Debtors

The Reorganized Debtors shall make all Distributions required under the Plan.

Section 5.03 Record Date for Plan Distributions

As of the close of business on the Distribution Record Date, the registers for Claims and Equity Interests shall be closed and there shall be no further changes in the Holder of record of any Claim or Equity Interest. The Reorganized Debtors shall have no obligation to recognize any transfer of Claim or Equity Interest occurring after the Distribution Record Date, and shall instead be authorized and entitled to recognize and deal for all purposes under the Plan with only those Holders of record stated on the registers of Claims and/or Equity Interests as of the close of business on the Distribution Record Date for Distributions under the Plan.

Section 5.04 Means of Cash Payment

Cash payments hereunder shall be in U.S. funds by check, wire transfer, or such other commercially reasonable manner as the payor shall determine in its sole discretion.

Section 5.05 Calculation of Distribution Amounts of New Equity Interests

No fractional shares of New Equity Interests shall be issued or distributed hereunder by the Reorganized Debtors or any indenture trustee, agent, or servicer. Each Person entitled to receive New Equity Interests shall receive the total number of whole shares of New Equity Interests to which such Person is entitled. Whenever any Distribution to a particular Person would otherwise call for Distribution of a fraction of a share of New Equity Interests, such number of shares to be distributed shall be rounded down to the nearest whole number and such Person shall receive no separate consideration for such fractional shares.

Section 5.06 Fractional Dollars; De Minimis Distributions

Any other provision of the Plan notwithstanding, payments of fractions of (a) dollars or (b) an applicable currency shall not be made. Whenever any payment of a fraction of (i) a dollar or (ii) an applicable currency under the Plan would otherwise be called for, the actual payment made shall reflect a rounding of such fraction to the nearest whole dollar or unit of such applicable currency (up or down), with half dollars or half units of an applicable foreign currency being rounded down. The Reorganized Debtors (or any indenture trustee, agent, or servicer), shall not be required to make any payment of less than twenty-five dollars (\$25.00), or its equivalent in an applicable foreign currency, with respect to any Claim unless a request therefore is made in writing to the Reorganized Debtors (or any indenture trustee, agent, or servicer).

Section 5.07 Delivery of Distributions

Except as otherwise provided in the Plan, Distributions to Holders of Allowed Claims and Allowed Equity Interests shall be made by the Reorganized Debtors (a) at the addresses set forth on the proofs of Claim filed by such Holders (or at the last known addresses of such Holders if no proof of Claim is filed or if the Debtors have been notified in writing of a change of address), (b) at the addresses set forth in any written notices of address changes delivered to the Reorganized Debtors after the date of any related proof of Claim, (c) at the addresses reflected in the Schedules if no proof of Claim has been filed and the Reorganized Debtors have not received a written notice of a change of address, (d) in the case of the Holder of a Claim that is governed by an indenture, credit agreement, or other agreement and is administered by an indenture trustee, agent, or servicer, at the addresses contained in the official records of such indenture trustee, agent, or servicer, or (e) at the addresses set forth in a properly completed letter of transmittal accompanying securities, if any, properly remitted to the Reorganized Debtors. If any Holder's Distribution is returned as undeliverable, no further Distributions to such Holder shall be made unless and until the Reorganized Debtors (or the appropriate indenture trustee, agent, or servicer) are notified of such Holder's then current address, at which time all missed Distributions shall be made to such Holder without interest. Amounts in respect of undeliverable Distributions made through the Reorganized Debtors (or the indenture trustee, agent, or servicer) shall be returned to the Person issuing such Distribution until such Distributions are claimed. All

Claims for undeliverable Distributions must be made on or before ninety (90) days after the Effective Date, after which date all unclaimed property shall revert to the Reorganized Debtors, free of any restrictions thereon except as provided elsewhere in the Plan and the Claim of any Holder or successor to such Holder with respect to such property shall be discharged and forever barred, notwithstanding any federal or state escheat laws to the contrary.

Checks issued by the Reorganized Debtors on account of Allowed Claims or Allowed Equity Interests shall be null and void if not negotiated within ninety (90) days after the issuance of such check. Requests for reissuance of any check shall be made directly to the Reorganized Debtors by the Holder of the relevant Allowed Claim or Allowed Equity Interest with respect to which such check originally was issued. Any Holder of an Allowed Claim or Allowed Equity Interest holding an un-negotiated check that does not request reissuance of such un-negotiated check within ninety (90) days after the date of mailing or other delivery of such check shall have its Claim, Equity Interest or other rights for such un-negotiated check discharged and forever barred, notwithstanding any federal or state escheat laws to the contrary. In such case, any Cash held for payment on account of such Claims or Equity Interests shall revert to the Reorganized Debtors, free and clear of any restrictions thereon except as provided elsewhere in the Plan.

Section 5.08 Unclaimed Distributions

Any distributions that go unclaimed within ninety (90) days after the Effective Date shall revert to the Reorganized Debtors, free of any restrictions thereon except as provided elsewhere in the Plan, and the Claim of any Holder or successor to such Holder with respect to such property shall be discharged and forever barred, notwithstanding any federal or state escheat laws to the contrary.

ARTICLE VI

EXECUTORY CONTRACTS, UNEXPIRED LEASES, AND OTHER AGREEMENTS

Section 6.01 Assumption/Rejection

On the Effective Date, all of the Debtors' executory contracts and unexpired leases, including the Nexen Contracts and those contracts and leases listed on Schedule 6.01(a) of the Plan Supplement, will be assumed by the Reorganized Debtors unless such executory contract or unexpired lease: (a) is being rejected pursuant to the Plan, including by Section 4.17 of the Plan or by being identified on the Plan Supplement or any other materials filed with the Bankruptcy Court as an executory contract or unexpired lease being rejected pursuant to the Plan, which shall include any material contracts identified for rejection by the Administrative Agent at the direction of the Requisite Note Holders; (b) is the subject of a motion to reject filed on or before the Effective Date; or (c) has been previously assumed or rejected by the Debtors.

Without amending or altering any prior order of the Bankruptcy Court approving the assumption or rejection of any executory contract or unexpired lease, entry of the Confirmation Order by the Bankruptcy Court shall constitute approval of such assumptions pursuant to sections 365(a) and 1123 of the Bankruptcy Code.

To the extent any provision in any executory contract or unexpired lease assumed pursuant to the Plan (including any "change of control" provision) prohibits, restricts or

conditions, or purports to prohibit, restrict or condition, or is modified, breached or terminated, or deemed modified, breached or terminated by, (i) the commencement of these Cases or the insolvency or financial condition of any Debtor at any time before the closing of its respective Case, (ii) any Debtor's or any Reorganized Debtor's assumption of such executory contract or unexpired lease or (iii) the Confirmation or Consummation of the Plan, then such provision shall be deemed modified such that the transactions contemplated by the Plan shall not entitle the non-debtor party thereto to modify or terminate such executory contract or unexpired lease or to exercise any other default-related rights or remedies with respect thereto, and any required consent under any such contract or lease shall be deemed satisfied by the Confirmation of the Plan.

Each executory contract and unexpired lease assumed pursuant to the Plan shall revest in and be fully enforceable by the Reorganized Debtors in accordance with its terms and conditions, except as modified by the provisions of the Plan, any order of the Bankruptcy Court approving its assumption, or applicable law.

Section 6.02 Pass-Through

Except as otherwise provided in the Plan, any rights or arrangements necessary or useful to the operation of the Reorganized Debtors' business, but excluding any Non-Vesting Assets, but not otherwise addressed as a Claim or Equity Interest or assumed under Section 6.03 of the Plan, including non-exclusive or exclusive patent, trademark, copyright, maskwork, or other intellectual property licenses, and other contracts not assumable under section 365(c) of the Bankruptcy Code, shall, in the absence of any other treatment under the Plan or Confirmation Order, be passed through the Cases for the benefit of the Reorganized Debtors, provided that notwithstanding anything to the contrary herein, any Claim thereunder shall be treated in accordance with the distribution provisions of the Plan. Notwithstanding anything to the contrary herein, the Non-Vesting Assets shall not pass through the Cases or vest in the Reorganized Debtors.

Section 6.03 Assumed Executory Contracts and Unexpired Leases

Each executory contract and unexpired lease that is assumed will include (a) all amendments, modifications, supplements, restatements, or other agreements made directly or indirectly by any agreement, instrument, or other document that in any manner affect such executory contract or unexpired lease, and (b) all executory contracts or unexpired leases and other rights appurtenant to the property, including all easements, licenses, permits, rights, privileges, immunities, options, rights of first refusal, powers, uses, reciprocal easement agreements, vaults, tunnel, or bridge agreements or franchises, and any other equity interests in real estate or rights *in rem* related to such premises, unless any of the foregoing agreements have been rejected pursuant to an order of the Bankruptcy Court or are the subject of a motion to reject filed on or before the Confirmation Date.

Amendments, modifications, supplements, and restatements to prepetition executory contracts and unexpired leases that have been executed by the Debtors during the 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.

Section 6.04 Oil and Gas Leases

To the extent any of the Debtors' Oil and Gas Leases constitute executory contracts or unexpired leases of real property under section 365 of the Bankruptcy Code, such Oil and Gas Leases will be assumed by the applicable Reorganized Debtor. To the extent any of the Debtors' Oil and Gas Leases constitute contracts or other property rights not assumable under section 365 of the Bankruptcy Code, except as provided in the Plan or Confirmation Order, such Oil and Gas Leases shall pass through the Cases for the benefit of the Reorganized Debtors and the counterparties to such Oil and Gas Leases.

Except for the defaults of a kind specified in sections 365(b)(2) and 541(c)(1) of the Bankruptcy Code (which defaults the applicable Debtor or Reorganized Debtor will not be required to cure), or as otherwise provided herein, the legal, equitable and contractual rights of the counterparties to such Oil and Gas Leases as set forth in such Oil and Gas Leases shall be unaltered by the Plan; provided, however, that to the extent a failure by the Debtors to pay or perform an obligation set forth in such Oil and Gas Lease (whether or not such Oil and Gas Lease is subject to the provisions of section 365 of the Bankruptcy Code) is a default under any applicable Oil and Gas Lease, such default shall be cured for all purposes by the payments provided for herein or the Reorganized Debtor's subsequent performance of such obligation with such applicable Oil and Gas Lease otherwise remaining in full force and effect for the benefit of the applicable Reorganized Debtor. To the extent such payment owed pursuant to the terms of such Oil and Gas Lease is due and owing on the Effective Date pursuant to the terms of such Oil and Gas lease, such payment shall be made, in Cash, on the Distribution Date, or upon such other terms as may be agreed to by the Reorganized Debtor. To the extent such payment is not due and owing on the Effective Date pursuant to the terms of such Oil and Gas Lease, such payment (a) will be made, in Cash, in accordance with the terms of such Oil and Gas Lease, or as such payment becomes due and owing under (i) applicable non-bankruptcy law, or (ii) in the ordinary course of business of the Reorganized Debtor or (b) will be made upon other terms as may be agreed upon by the Reorganized Debtor and the Person to whom such payment is due. To the extent it is impossible for the Reorganized Debtor to cure a default arising from any failure to perform a non-monetary obligation, such default shall be cured by performance by the applicable Reorganized Debtor at or after the time of assumption in accordance with the terms of the applicable Oil and Gas Lease with the applicable Oil and Gas Lease remaining in effect for the benefit of the applicable Reorganized Debtor. If there is a dispute as to any cure obligation (including cure payments) between the applicable Reorganized Debtor and the lessor of an Oil and Gas Lease, the applicable Reorganized Debtor shall only have to pay or perform as herein provided the non-disputed cure obligation with the balance of the cure payment or cure performance to be made or performed after resolution of such dispute either by (a) agreement of the parties or (b) resolution by the Bankruptcy Court under a Final Order.

The Debtors' interest in the Federal Leases will be assumed by the applicable Reorganized Debtor subject to the terms of the Confirmation Order.

Section 6.05 Reservation of Rights

Nothing contained in the Plan shall constitute an admission that any contract or lease is in fact an executory contract or unexpired lease or that any Reorganized Debtor has any liability

thereunder. If there is a dispute regarding whether a contract or lease is or was executory or unexpired at the time of assumption or rejection, the Debtors or the Reorganized Debtors, as applicable, shall have thirty (30) days following entry of a Final Order resolving such dispute to alter their treatment of such contract or lease. The deemed assumption provided for in Section 6.01 of the Plan shall not apply to any such contract or lease, and any such contract or lease shall be assumed or rejected only upon motion of the Reorganized Debtors following the Bankruptcy Court's determination that the contract is executory or the lease is unexpired.

Additionally, notwithstanding anything contained herein to the contrary, if there is a dispute as to Cure Payments (as defined below), adequate assurances of future performance or any other matter related to any executory contract or unexpired lease, the Administrative Agent, at the direction of the Requisite Note Holders, or Reorganized Debtors, as the case may be, may, in their sole and absolute discretion, determine to reject any executory contract or unexpired lease at any time prior to thirty (30) days after the entry of a Final Order resolving such dispute. The effective date of any rejection effected pursuant to the preceding sentence shall be the Effective Date regardless of when the Debtors or Reorganized Debtors send notice of such rejection.

Section 6.06 Nonoccurrence of Effective Date

In the event that the Effective Date does not occur, the Bankruptcy Court shall retain jurisdiction with respect to any request by the Administrative Agent, at the direction of the Requisite Note Holders, to extend the deadline for assuming or rejecting unexpired leases pursuant to section 365(d)(4) of the Bankruptcy Code.

Section 6.07 Cure Provisions

Except as otherwise provided under the Plan, with respect to any monetary amounts that must be cured as a requirement for assumption by any Reorganized Debtor, such cure (the "Cure Payment") shall be effected or otherwise satisfied by prompt payment of such monetary amount as contemplated by section 365(b)(1)(A) of the Bankruptcy Code or as otherwise agreed to by the parties. The Plan Supplement will set forth the Cure Payment for each executory contract and unexpired lease to be assumed by the Debtors. If the non-Debtor party to the executory contract or unexpired lease objects to the Cure Payment scheduled by the Debtors for such executory contract or unexpired lease, such executory contract or unexpired lease non-Debtor party must file an objection with the Bankruptcy Court to such Cure Payment on or before the date that is fourteen (14) days after the mailing of a notice of the proposed Cure Payment; failure to timely file such objection shall be deemed acceptance by such non-Debtor party of the Cure Payment for all purposes. If there is a dispute regarding (a) the timing of any Cure Payment required in order to meet the promptness requirement of section 365(b)(1) of the Bankruptcy Code, (b) the nature, extent or amount of any Cure Payment, (c) the Debtors' ability or the ability of the Debtors' assignees to provide "adequate assurance of future performance" (within the meaning of section 365 of the Bankruptcy Code) under the contract or lease to be assumed, or (d) any other matter pertaining to assumption, subject to the provisions of Section 6.05, the Cure Payment will be made following the entry of a Final Order resolving the dispute and approving the assumption or assumption and assignment, as the case may be.

To the extent it is impossible for a Reorganized Debtor to cure a default arising from any failure to perform a non-monetary obligation, such default shall be cured by performance by the applicable Reorganized Debtor at or after assumption in accordance with the terms of the applicable unexpired lease or executory contract with the applicable executory contract or unexpired lease remaining in effect for the benefit of the applicable Reorganized Debtor. Any non-Debtor party to an executory contract or unexpired lease objecting to such cure of non-monetary obligations must file an objection to such cure with the Bankruptcy Court on or before the date that is fourteen (14) days after the mailing of a notice of the proposed Cure Payment; failure to timely file such objection shall be deemed acceptance by such non-Debtor party of the cure of non-monetary defaults for all purposes.

Subject to any cure Claims filed with respect thereto, assumption of any executory contract or unexpired lease pursuant to the Plan shall result in the full release and satisfaction of any Claims or defaults, whether monetary or nonmonetary, including defaults of provisions restricting the change in control or ownership interest composition or other bankruptcy-related defaults, arising under any assumed executory contract or unexpired lease at the time prior to the effective date of assumption, in each case as provided in section 365 of the Bankruptcy Code. Any proofs of Claim filed with respect to an executory contract or unexpired lease that has been assumed or assumed and assigned by Final Order shall be deemed disallowed and expunged (subject to any cure Claims filed with respect thereto), without further notice to or action, order, or approval of the Bankruptcy Court.

Section 6.08 Claims Based on Rejection of Executory Contracts and Unexpired Leases

Proofs of Claim evidencing any Allowed Claims arising from the rejection of the Debtors' executory contracts and unexpired leases shall be (i) filed on or before the later of (a) thirty (30) days after the rejection of such contract or unexpired lease or (b) any applicable Bar Date for creditors in the Cases and (ii) classified as General Unsecured Claims for the particular Debtor in question and shall be treated in accordance with the applicable provisions of the Plan for such Debtor; provided however, if the Holder of an Allowed Claim for rejection damages has an unavoidable security interest in any Collateral to secure obligations under such rejected executory contract or unexpired lease, the Allowed Claim for rejection damages shall be treated as an Other Secured Claim to the extent of the value of such Holder's interest in the Collateral, with the deficiency, if any, treated as a General Unsecured Claim. All such Claims shall, as of the Effective Date, be subject to the permanent injunction set forth in Article XII hereof. To the extent applicable, the limitations imposed by section 502 of the Bankruptcy Code shall apply to the relevant rejection Claim, including subsection 502(b)(6) and subsection 502(b)(7) thereof.

Section 6.09 Insurance Policies and Agreements

The Insurance Policies and Agreements shall continue in full force and effect after the Effective Date. To the extent that such Insurance Policies and Agreements are considered to be executory contracts, then, notwithstanding anything to the contrary in the Plan, the Plan shall constitute a motion to assume or ratify such Insurance Policies and Agreements, and, subject to the occurrence of the Effective Date, the entry of the Confirmation Order shall constitute approval of such assumption pursuant to section 365(a) of the Bankruptcy Code and a finding by the Bankruptcy Court that each such assumption is in the best interest of each Debtor and its

Estate. Unless otherwise determined by the Bankruptcy Court pursuant to a Final Order or agreed to by the parties thereto prior to the Effective Date, no payments shall be required to cure any defaults of the Debtors existing as of the Confirmation Date with respect to each of the Insurance Policies and Agreements. If the Bankruptcy Court determines otherwise as to any of the Insurance Policies and Agreements, the Administrative Agent, at the direction of the Requisite Note Holders, or the Reorganized Debtors, as applicable, reserve the right to seek the rejection of such Insurance Policy and Agreement or other available relief.

Section 6.10 Miscellaneous

Notwithstanding any other provision of the Plan, the Administrative Agent, at the direction of the Requisite Note Holders, shall retain the right to, at any time prior to the Confirmation Hearing, modify, amend, or supplement the Plan Supplement, including the right to (a) delete any executory contract or unexpired lease listed therein, (b) add any executory contract or unexpired lease thereto, thus providing for its assumption, assumption and assignment and/or rejection, as the case may be, or (c) modify the Cure Payment.

The Confirmation Order shall constitute an order of the Bankruptcy Court approving the assumption or rejection of the executory contracts and unexpired leases as contemplated in this Article VI pursuant to section 365 of the Bankruptcy Code, as of the later of: (a) the Effective Date; or (b) the resolution of any objection to the proposed assumption or rejection of any such executory contract or unexpired lease.

ARTICLE VII PROCEDURES FOR RESOLVING DISPUTED, CONTINGENT, AND UNLIQUIDATED CLAIMS

Section 7.01 Objections to Claims

(a) Authority. Prior to the First Claims Objection Deadline, but subject to the provisions of this Section 7.01, the Reorganized Debtors, New Holdco, the Administrative Agent, and the Note Holders (or their respective authorized representatives) shall have the exclusive authority to file, settle, compromise, withdraw, or litigate to judgment any objections to Claims. After the First Claims Objection Deadline and prior to the Final Claims Objection Deadline, the Reorganized Debtors, New Holdco, the Administrative Agent, and the Note Holders (or their respective authorized representatives) shall continue to have authority to file, settle, compromise, withdraw, or litigate to judgment any objections to Claims, and the Committee-Appointed Claims Dispute Representative may object to and compromise and settle certain Disputed Class 5 Claims as set forth in Section 7.01(c) hereof. From and after the Effective Date, the Reorganized Debtors (or their authorized representatives) shall have and shall retain any and all available rights and defenses that the Debtors had with respect to any Claim or Equity Interest based on the limitations imposed by section 502 of the Bankruptcy Code. The Reorganized Debtors and/or the Committee-Appointed Claims Dispute Representative (as applicable in accordance with this Plan) may settle a Disputed Claim by filing a stipulation resolving the dispute on the docket of these Cases. If no objection to such stipulation is filed within fourteen (14) days, such stipulation will be deemed approved, and settlement of such

Disputed Claim will be final; otherwise, any such proposed settlement must be approved by order of the Bankruptcy Court.

(b) Objection Deadline. The Reorganized Debtors, New Holdco, the Administrative Agent, the Note Holders (or their respective authorized representatives) and the Committee-Appointed Claims Dispute Representative (as applicable in accordance with this Plan) may file objections with the Bankruptcy Court and serve such objections on the Holders of the Claims or Equity Interests to which such objections are made (i) prior to the First Claims Objection Deadline (in the case of the Reorganized Debtors) and (ii) after the First Claims Objection Deadline and prior to the Final Claims Objection Deadline, as set forth in Subsections (a) and (c) of this Section 7.01. Nothing contained herein, however, shall limit the right of the Reorganized Debtors, New Holdco, the Administrative Agent, or the Note Holders (or their respective authorized representatives) to object to Claims or Equity Interests, if any, filed or amended after the Final Claims Objection Deadline. The Final Claims Objection Deadline may be extended by the Bankruptcy Court upon motion by the applicable Reorganized Debtor (or its authorized representatives) and notice as required by the Bankruptcy Code, the Bankruptcy Rules, or prior orders of the Bankruptcy Court. Moreover, notwithstanding the expiration of the Final Claims Objection Deadline, the Reorganized Debtors, New Holdco, the Administrative Agent, and the Note Holders (or their respective authorized representatives) shall continue to have the right to amend any Claims objections and to file and prosecute supplemental objections and counterclaims to a Disputed Claim until such Disputed Claim is or becomes Allowed by Final Order of the Bankruptcy Court.

(c) Committee-Appointed Claims Dispute Representative. Prior to the First Claims Objection Deadline, the Committee-Appointed Claims Dispute Representative shall have standing to appear and be heard solely with respect to any (x) objection filed by the Reorganized Debtors or (y) settlement stipulation filed by the Reorganized Debtors in accordance with this Section 7.01 of the Plan. After the First Claims Objection Deadline and prior to the Final Claims Objection Deadline, the Committee-Appointed Claims Dispute Representative shall have non-exclusive authority to file objections and compromise and settle certain Disputed Class 5 Claims on behalf of the Holders of Class 5 Claims (subject to the above approval process).

The Committee-Appointed Claims Dispute Representative shall have no authority to settle any Disputed Claim that would result in (x) an Allowed Claim in a Class other than Class 5, or (y) an Administrative Claim or an Allowed Priority Tax Claim, without the consent of the Reorganized Debtors. The Committee-Appointed Claims Dispute Representative shall have no other role or authority except as expressly and specifically provided for in this Section 7.01 of the Plan.

The fees and expenses of the Committee-Appointed Claims Dispute Representative (including the reasonable documented fees and expenses of legal counsel thereto) shall be payable solely from the Cochon Unsecured Trade Claims Fund prior to the Distribution Date of the Cochon Unsecured Trade Claims Fund to Holders of Allowed Class 5 Claims.

Section 7.02 Estimation of Claims

The Administrative Agent, at the direction of the Requisite Note Holders, or any Reorganized Debtor, as applicable, (or their authorized representatives), may at any time request that the Bankruptcy Court estimate any contingent or unliquidated Claim pursuant to section 502(c) of the Bankruptcy Code, regardless of whether the Administrative Agent, at the direction of the Requisite Note Holders, or Reorganized Debtor, as applicable, previously objected to such Claim or whether the Bankruptcy Court has ruled on any objection, and the Bankruptcy Court will retain jurisdiction to estimate any Claim at any time during litigation concerning any objection to any Claim, including during the pendency of any appeal related to any such objection. In the event the Bankruptcy Court estimates any contingent or unliquidated Claim, that estimated amount will constitute either the Allowed amount of such Claim or a maximum limitation on such Claim, as determined by the Bankruptcy Court. If the estimated amount constitutes a maximum limitation on such Claim, the Administrative Agent, at the direction of the Requisite Note Holders, or Reorganized Debtors, as applicable, may elect to pursue any supplemental proceedings to object to any ultimate payment on such Claim. All of the aforementioned objection, estimation and resolution procedures are cumulative and are not necessarily exclusive of one another. Claims may be estimated and thereafter resolved by any permitted mechanism. Any request for estimation of Claims shall be treated as an objection to such Claim, and the provisions of Section 7.01 hereof shall apply to any request for such estimation.

Section 7.03 No Distributions Pending Allowance

Notwithstanding any other provision of the Plan, no payments or Distributions shall be made with respect to any disputed portion of a Disputed Claim unless and until all objections to such disputed portion of a Disputed Claim have been settled or withdrawn or have been determined by Final Order, and the Disputed Claim has become an Allowed Claim.

Section 7.04 Distributions After Allowance

The Reorganized Debtors shall make payments and Distributions to each Holder of a Disputed Claim that has become an Allowed Claim in accordance with the provisions of the Plan governing the class of Claims to which such Holder belongs. As soon as reasonably practicable after the date that the order or judgment of the Bankruptcy Court allowing all or part of any Disputed Claim becomes a Final Order, the Reorganized Debtors shall distribute to the Holder of such Claim the Distribution (if any) that would have been made to such Holder on the Distribution Date had such Allowed Claim been allowed on the Distribution Date. After a Disputed Claim is Allowed or otherwise resolved, the excess Cash or other property, if any, that was reserved on account of such Disputed Claim, if any, shall become property of the Reorganized Debtors, as applicable.

Section 7.05 Prior Payment of Claims

Notwithstanding the contents of the Schedules, Claims listed therein as undisputed, liquidated and not contingent shall be reduced by the amount, if any, that was paid by the Debtors prior to the Effective Date including pursuant to orders of the Bankruptcy Court. To the

extent such payments are not reflected in the Schedules, such Schedules will be deemed amended and reduced to reflect that such payments were made. Nothing in the Plan shall preclude the Reorganized Debtors from paying Claims that the Debtors were authorized to pay pursuant to any Final Order entered by the Bankruptcy Court prior to the Confirmation Date.

Section 7.06 Compliance with Tax Requirements/Allocations

In connection with the Plan, to the extent applicable, the Reorganized Debtors shall comply with all tax withholding and reporting requirements imposed on them by any Governmental Unit, and all Distributions pursuant hereto shall be subject to such withholding and reporting requirements. Notwithstanding any provision in the Plan to the contrary, the Reorganized Debtors (or their authorized representatives) shall be authorized to take all actions necessary or appropriate to comply with such withholding and reporting requirements, including liquidating a portion of the Distribution to be made under the Plan to generate sufficient funds to pay applicable withholding taxes, withholding Distributions pending receipt of information necessary to facilitate such Distributions, or establishing any other mechanisms they believe are reasonable and appropriate. The Reorganized Debtors reserve the right to allocate all Distributions made under the Plan in compliance with all applicable wage garnishments, alimony, child support, and other spousal awards, liens and encumbrances. All Persons holding Claims or Equity Interests shall be required to provide any information necessary to effect information reporting and the withholding of such taxes. Notwithstanding any other provision of the Plan to the contrary, each Holder of an Allowed Claim shall have the sole and exclusive responsibility for the satisfaction and payment of any tax obligations imposed on such Holder by any Governmental Unit, including income, withholding, and other tax obligations, on account of such Distribution.

ARTICLE VIII CONDITIONS PRECEDENT TO CONFIRMATION AND CONSUMMATION OF THE PLAN

Section 8.01 Conditions Precedent to Effective Date

The following are conditions to the occurrence of the Effective Date, unless such conditions, or any of them, have been satisfied or duly waived in accordance with Section 8.02 of the Plan:

- (a) the Confirmation Order (i) shall be in form and substance acceptable to the Administrative Agent at the direction of the Requisite Note Holders, (ii) shall be entered by the Bankruptcy Court and shall be in full force and effect, and (iii) shall have become a Final Order, and shall not have been amended, modified, reversed, vacated, or stayed pending appeal;
- (b) all authorizations, consents, and regulatory approvals required, if any, in connection with the consummation of the Plan shall have been obtained;
- (c) the Debtors shall have executed and delivered all documents necessary to effectuate the issuance of the New Equity Interests;

- (d) the Restructuring Documents shall be in form and substance acceptable to the Administrative Agent at the direction of the Requisite Note Holders and shall have been filed, tendered for delivery, and been effected or executed by all Entities party thereto (as appropriate), and in each case be in full force and effect. All conditions precedent to the effectiveness of such Restructuring Documents shall have been satisfied or waived pursuant to the terms of such applicable Restructuring Documents (or shall be satisfied or waived concurrently with the occurrence of the Effective Date);
- (e) the Exit Facility Documents, in form and substance acceptable to the Administrative Agent at the direction of the Requisite Note Holders, shall have been duly and validly executed and delivered by all of the Entities that are parties thereto, and all conditions precedent (other than any conditions related to the occurrence of the Effective Date) to the consummation of the Exit Facility shall have been waived or satisfied in accordance with the terms thereof, and the closing of the Exit Facility shall be deemed to occur concurrently with the occurrence of the Effective Date;
- (f) the Holders of Bonding Claims shall have agreed upon the terms in the Plan regarding treatment of such Claims and maintenance of the Cochon Bonds;
- (g) Administrative and Other Priority Claims that were not included in the Debtors' agreed cash collateral budget shall be judicially determined to be less than \$300,000;
- (h) Cochon shall be a qualified operator and have an approved spill plan;
- (i) MWS shall have (i) entered into a new lease in form and substance acceptable to the Administrative Agent, at the direction of the Requisite Note Holders, for office space and a yard in Houma, Louisiana and (ii) moved their assets and property out of the office space and yard in Houma, Louisiana owned by the applicable Morrison Group entity; and
- (j) all other consents, actions, documents, certificates, and agreements necessary to implement the Plan, including documents contained in the Plan Supplement, shall have been obtained and not otherwise subject to unfulfilled conditions, effected, or executed and delivered, as the case may be, to the required parties and, to the extent required, filed with the applicable Governmental Units in accordance with applicable laws.

Section 8.02 Waiver of Conditions

The Administrative Agent, at the direction of the Requisite Note Holders, may waive each of the conditions set forth in Section 8.01 hereof without prior notice to other parties in interest other than notice to the Debtors; provided that the Debtors shall have no right to object to such waiver. The failure to satisfy or waive any condition to the Effective Date may be asserted only by the Administrative Agent, at the direction of the Requisite Note Holders, regardless of the circumstances giving rise to the failure of such condition to be satisfied (including any action

or inaction by the Administrative Agent at the direction of the Requisite Note Holders). The failure of the Administrative Agent, at the direction of the Requisite Note Holders, 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 that may be asserted at any time.

Section 8.03 Revocation, Withdrawal, or Non-Consummation

The Plan Proponents reserve the right, subject to the consent of the Administrative Agent at the direction of the Requisite Note Holders, to revoke or withdraw the Plan at any time prior to the Confirmation Date and to file subsequent plans of reorganization. No Plan Proponent may revoke or withdraw this Plan unless the Administrative Agent, at the direction of the Requisite Note Holders, has consented thereto. If the Plan Proponents revoke or withdraw the Plan, or if Confirmation or Consummation of the Plan does not occur, then (a) the Plan shall be null and void in all respects, (b) any settlement or compromise embodied in the Plan (including the fixing or limiting to an amount certain of any Claim or Class of Claims) unless otherwise agreed to by the Plan Proponents and any counterparty to such settlement or compromise, and any document or agreement executed pursuant to the Plan shall be deemed null and void, and (c) nothing contained in the Plan, and no acts taken in preparation for consummation of the Plan, shall (i) constitute or be deemed to constitute a waiver or release of any Claims by or against, or any Equity Interests in, the Debtors or any other Person, (ii) prejudice in any manner the rights of the Plan Proponents or any Person in any further proceedings involving the Debtors, or (iii) constitute an admission of any sort by the Plan Proponents or any other Person.

ARTICLE IX AMENDMENTS AND MODIFICATIONS

The Administrative Agent, at the direction of the Requisite Note Holders, may alter, amend, or modify the Plan or any exhibits thereto, under section 1127(a) of the Bankruptcy Code at any time prior to the Confirmation Date. After the Confirmation Date and prior to “substantial consummation” of the Plan, as defined in section 1101(2) of the Bankruptcy Code, the Administrative Agent, at the direction of the Requisite Note Holders, may, under section 1127(b) of the Bankruptcy Code, (i) amend the Plan so long as such amendment shall not materially and adversely affect the treatment of any Holder of a Claim, (ii) institute proceedings in the Bankruptcy Court to remedy any defect or omission or reconcile any inconsistencies in the Plan, the Disclosure Statement or the Confirmation Order, and (iii) amend the Plan as may be necessary to carry out the purposes and effects of the Plan with prior notice to parties in interest as may be required under the Bankruptcy Code.

ARTICLE X RETENTION OF JURISDICTION

Section 10.01 Retention of Jurisdiction

Under sections 105(a) and 1142 of the Bankruptcy Code, and notwithstanding entry of the Confirmation Order and occurrence of the Effective Date, the Bankruptcy Court shall retain exclusive jurisdiction over all matters arising out of, or related to, the Cases and the Plan to the fullest extent permitted by law, including, among other things, jurisdiction to:

- (a) allow, disallow, determine, liquidate, classify, estimate or establish the priority or secured or unsecured status of any Claim or Equity Interest, including the resolution of any request for payment of any Administrative Claim and the resolution of any objections to the secured or unsecured status, priority, amount or allowance of Claims or Equity Interests;
- (b) hear and determine all applications for compensation and reimbursement of expenses of Professionals under sections 327, 328, 330, 331, 503(b), 1103 or 1129(a)(4) of the Bankruptcy Code; provided, however, that from and after the Effective Date, the payment of fees and expenses of professionals retained by the Reorganized Debtors shall be made in the ordinary course of business and shall not be subject to the approval of the Bankruptcy Court;
- (c) hear and determine all matters with respect to the assumption, assumption and assignment, or rejection of any executory contract or unexpired lease to which one or more of the Debtors are parties or with respect to which one or more of the Debtors or Reorganized Debtors, as applicable, may be liable, including, if necessary, the nature or amount of any required cure or the liquidation of any claims arising therefrom;
- (d) hear and determine any and all adversary proceedings, motions, applications, and contested or litigated matters arising out of, under, or related to, the Cases, provided, however, that the Reorganized Debtors reserve the right to commence their applicable actions in all appropriate forums and jurisdictions;
- (e) enter and enforce such orders as may be necessary or appropriate to execute, implement, or consummate or otherwise aid in the execution, implementation or consummation of the provisions of the Plan and all contracts, instruments, releases, and other agreements or documents created in connection with the Plan, the Disclosure Statement, the Restructuring Documents, or the Confirmation Order;
- (f) hear and determine disputes arising in connection with the interpretation, implementation, Consummation, or enforcement of the Plan, including disputes arising under agreements, documents or instruments executed in connection with the Plan;
- (g) consider any modifications of the Plan, cure any defect or omission, or reconcile any inconsistency in any order of the Bankruptcy Court, including the Confirmation Order;
- (h) issue injunctions, enter and implement other orders, or take such other actions as may be necessary or appropriate to restrain interference by any entity with implementation, consummation, or enforcement of the Plan or the Confirmation Order;

- (i) enter and implement such orders as may be necessary or appropriate if the Confirmation Order is for any reason reversed, stayed, revoked, modified, or vacated;
- (j) hear and determine any matters arising in connection with or relating to the Plan, the Disclosure Statement, the Confirmation Order, or any contract, instrument, release, or other agreement or document created in connection with the Plan, the Disclosure Statement or the Confirmation Order;
- (k) enforce all orders previously entered by the Bankruptcy Court, and any and all other orders, judgments, injunctions, releases, exculpations, indemnifications and rulings entered in connection with the Cases or pursuant to the Plan;
- (l) hear and determine proceedings to recover all assets of the Debtors, Reorganized Debtors, and property of the Estates, wherever located;
- (m) hear and determine matters concerning state, local, and federal taxes in accordance with sections 346, 505, and 1146 of the Bankruptcy Code;
- (n) hear and determine all disputes involving the existence, nature, or scope of the Reorganized Debtors' discharge or any releases granted in the Plan;
- (o) hear and determine such other matters as may be provided in the Confirmation Order or as may be authorized under, or not inconsistent with, provisions of the Bankruptcy Code;
- (p) enter an order or final decree concluding or closing the Cases; and
- (q) resolve any issues related to any matters adjudicated in the Cases.

Notwithstanding the foregoing, if the Bankruptcy Court abstains from exercising, or declines to exercise, jurisdiction or is otherwise without jurisdiction over any matter arising in, arising under, or related to the Cases, including the matters set forth in this Article of the Plan, the provisions of this Article X shall have no effect upon and shall not control, prohibit, or limit the exercise of jurisdiction by any other court having jurisdiction with respect to such matter. As of the Effective Date, notwithstanding anything in this Article X to the contrary, the Exit Facility shall be governed by the jurisdictional provisions therein.

Section 10.02 No Bankruptcy Court Approval Required

Notwithstanding the retention of jurisdiction provided herein, where the Plan provides that the Reorganized Debtors may take action or otherwise exercise rights under the Plan without further order or approval of the Bankruptcy Court, the retention of jurisdiction provided for herein shall not require the Reorganized Debtors to seek Bankruptcy Court approval before taking such action or exercising rights under the Plan.

ARTICLE XI COMPROMISES AND SETTLEMENTS

Except as otherwise provided in the Plan, pursuant to section 363 of the Bankruptcy Code and Bankruptcy Rule 9019, and in consideration for the classification, Distribution and other benefits provided under the Plan, the provisions of the Plan shall constitute a good faith compromise and settlement of all Claims, Equity Interests and controversies resolved pursuant to the Plan, including all Claims arising prior to the Petition Date, whether known or unknown, foreseen or unforeseen, asserted or unasserted, arising out of, relating to or in connection with the business or affairs of, or transactions with, any of the Debtors. The entry of the Confirmation Order shall constitute the Bankruptcy Court's approval of each of the foregoing compromises or settlements, and all other compromises and settlements provided for in the Plan, and the Bankruptcy Court's findings shall constitute its determination that such compromises and settlements are in the best interests of the Debtors, the Estates, Holders of Claims and Equity Interests, and other parties in interest, and are fair, equitable, and within the range of reasonableness.

It is not the intent of the Plan Proponents that Confirmation of the Plan shall in any manner alter or amend any settlement and compromise between the Debtors and any Person that has been previously approved by the Bankruptcy Court (each, a "Prior Settlement"). To the extent of any conflict between the terms of the Plan and the terms of any Prior Settlement, the terms of the Prior Settlement shall control and such Prior Settlement shall be enforceable according to its terms.

ARTICLE XII MISCELLANEOUS PROVISIONS

Section 12.01 Bar Dates for Certain Claims

(a) Administrative Claims, General Unsecured Claims, and Other Priority Claims. The Confirmation Order shall set the Subsequent Administrative Claims Bar Date as the date that is thirty (30) days after the Effective Date, which is the last date by which any Persons must have filed an application for allowance of Administrative Claims incurred after the Initial Administrative Claims Bar Date and on or before the Effective Date against any Debtor or be forever barred from asserting such Claim.

(b) Administrative Ordinary Course Liabilities. Holders of Administrative Claims that are based on liabilities incurred in the ordinary course of the applicable Debtors' businesses (other than Claims of Governmental Units for taxes and for interest and/or penalties related to such taxes) shall not be required to file any request for payment of such Administrative Claims. Such Administrative Claims, unless objected to by the applicable Debtors or Reorganized Debtors, shall be assumed and paid by the applicable Reorganized Debtors, in Cash, pursuant to the terms and conditions of the particular transaction giving rise to such Administrative Claim. For the avoidance of doubt, Holders of Administrative Claims pursuant to section 503(b)(9) of the Bankruptcy Code shall be required to file a proof of Administrative Claim on or before the Administrative Claims Bar Date. For the further avoidance of doubt, any Administrative Claim

in an amount less than \$20,000 shall be deemed ordinary course, and any Administrative Claim in an amount greater than \$20,000 shall be deemed not ordinary course.

Section 12.02 Payment of Statutory Fees

On or before the Effective Date, the Debtors shall have paid in full, in Cash (including by check or wire transfer), all fees payable pursuant to section 1930 of title 28 of the United States Code. Each of the Reorganized Debtors shall be responsible for timely payment of United States Trustee quarterly fees incurred pursuant to section 1930(a)(6) of title 28 of the United States Code. Any fees due as of the Confirmation Date will be paid in full before the Effective Date or on the scheduled due date, whichever occurs first. After confirmation, each of the Reorganized Debtors shall timely pay United States Trustee quarterly fees as they accrue until the Cases are closed by the Bankruptcy Court. The Debtors or Reorganized Debtors shall timely file with the Court and serve on the United States Trustee quarterly financial reports for each quarter (or portion thereof) that the Cases remain open, in a format prescribed by the United States Trustee.

Section 12.03 Severability of Plan Provisions

If, prior to Confirmation, any term or provision of the Plan is held by the Bankruptcy Court to be invalid, void or unenforceable, the Bankruptcy Court, upon the request of the Administrative Agent, at the direction of the Requisite Note Holders, shall have the power to alter and interpret such term or provision to make it valid or enforceable to the maximum extent practicable, consistent with the original purpose of the term or provision held to be invalid, void or unenforceable, and such term or provision shall then be applicable as altered or interpreted. Notwithstanding any such holding, alteration or interpretation, the remainder of the terms and provisions of the Plan shall remain in full force and effect and shall in no way be affected, impaired or invalidated by such holding, alteration or interpretation. The Confirmation Order shall constitute a judicial determination and shall provide that each term and provision of the Plan, as it may have been altered or interpreted in accordance with the foregoing, is valid and enforceable pursuant to its terms.

Section 12.04 Successors and Assigns

The rights, benefits and obligations of any entity named or referred to in the Plan, including any Holder of a Claim or Equity Interest, shall be binding on, and shall inure to the benefit of, any heir, executor, administrator, successor or assign of such entity.

Section 12.05 Discharge of the Debtors

Except as otherwise provided in the Plan or the Confirmation Order, on the Effective Date, without further notice or order, all Claims and Equity Interests of any nature whatsoever shall be automatically discharged forever. Except as otherwise provided in the Plan or the Confirmation Order, on the Effective Date, the Debtors, Reorganized Debtors, their Estates, and all successors thereto shall be deemed fully discharged and released from any and all Claims and Equity Interests, including, but not limited to, demands and liabilities that arose before the Effective Date, and all debts of the kind specified in sections 502(g), 502(h), or 502(i) of the Bankruptcy Code, whether or not (a) a proof of Claim based upon such debt is filed or deemed filed under section 501 of the Bankruptcy Code; (b) a Claim based upon such debt is allowed

under section 502 of the Bankruptcy Code; or (c) the Holder of a Claim based upon such debt has accepted the Plan. The Confirmation Order shall be a judicial determination of discharge of all Claims and liabilities of the Debtors, their Estates, and all successors thereto. As provided in section 524 of the Bankruptcy Code, such discharge shall void any judgment against the Debtors, their Estates, or any successor thereto at any time obtained to the extent it relates to a Claim discharged, and operates as an injunction against the prosecution of any action against the Reorganized Debtors and their Affiliates or their property to the extent it relates to a discharged Claim.

Section 12.06 Exculpation

The Exculpated Parties shall neither have nor incur any liability to any Entity for any act taken or omitted to be taken in connection with, or arising out of, the Cases of the Debtors between the Petition Date and the Effective Date, including the negotiation, formulation, dissemination, confirmation, consummation, or administration of the Plan or the Restructuring Documents, property to be distributed under the Plan, or any other act or omission in connection with the Cases of the Debtors, the Plan, the Disclosure Statement, the other Restructuring Documents or any contract, instrument, or other agreement or document related thereto or delivered thereunder, or any act taken or omitted to be taken in connection with the Restructuring of the Debtors; notwithstanding the foregoing, nothing in this Section 12.06 shall (A) extend to such Exculpated Parties' rights and obligations under the Plan, the Restructuring Documents, and the Confirmation Order, or (B) affect the liability of any Entity for any act or omission to the extent that such act or omission is found by a court of competent jurisdiction in a Final Order to have constituted fraud, willful misconduct, or gross negligence.

The foregoing exculpation shall be effective as of the Effective Date without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or the vote, consent, authorization or approval of any Person.

Section 12.07 Permanent Injunction

Except as otherwise expressly provided in the Plan, the Confirmation Order, or the Restructuring Documents, all Entities who have held, hold, or may hold Claims, Equity Interests, causes of action, or liabilities that: (a) are subject to compromise and settlement pursuant to the terms of the Plan; (b) have been released pursuant to Section 12.08 hereof; (c) have been released pursuant to Section 12.09 hereof, (d) are subject to exculpation pursuant to Section 12.06 hereof or (e) are otherwise discharged, satisfied, stayed or terminated pursuant to the terms of the Plan, are permanently enjoined, on and after the Effective Date, from commencing or continuing in any manner, any action or other proceeding, including on account of any Claims, Equity Interests, causes of action, or liabilities, solely to the extent that such actions 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, Equity Interests, causes of action, or liabilities, including (a) commencing or continuing in any manner any action or other proceeding of any kind with respect to or relating to any such Claim or Equity Interest, (b) the enforcement, attachment, collection, or recovery by any manner or means of judgment, award, decree or order against any Released Party on account of or relating to any such Claim or Equity Interest, (c) creating, perfecting, or enforcing any encumbrance of any kind against any Released Party, Exculpated Party, or against the property or interests in property of such Released Party or Exculpated Party on account of any such Claim or Equity Interest, and (d) asserting any right of setoff, recoupment or subrogation of any kind against any obligation due from any Released Party, Exculpated Party, or against the property or interests in property of any Released Party or Exculpated Party on account of any such Claim or Equity Interest.

The foregoing injunction will extend to successors of any Released Party or Exculpated Party and their respective property and interests in the property.

Section 12.08 Releases by the Debtors, Reorganized Debtors, and their Estates

Pursuant to section 1123(b) of the Bankruptcy Code, and except as otherwise specifically provided in the Plan or the Confirmation Order, for good and valuable consideration, including the service of the Released Parties to facilitate the expeditious reorganization of the Debtors, the Reorganized Debtors and the implementation of the restructuring contemplated by the Plan, on and after the Effective Date, **the Debtors, Reorganized Debtors, and their Estates, for themselves and on behalf of their respective successors and assigns, shall be deemed to have conclusively, absolutely, unconditionally, irrevocably, and forever released each Released Party from any and all claims, interests, obligations, rights, suits, damages, losses, costs and expenses, actions, causes of action, remedies, and liabilities of any kind or character whatsoever**, including any derivative claims asserted or assertable on behalf of the Debtors, Reorganized Debtors, and their Estates, whether known or unknown, foreseen or unforeseen, liquidated or unliquidated, suspected or unsuspected, matured or unmatured, fixed or contingent, existing or hereinafter arising, in law, equity, or otherwise, that the Debtors, the Reorganized Debtors or their Estates ever had, now has or hereafter can, shall or may have, or otherwise 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 Equity Interest or other Entity, against any Released Party arising from or relating to, directly or indirectly from, in whole or in part, the Debtors, the Debtors' Restructuring, the operation of or administration of Debtors' business and assets, the Cases, the purchase, sale, or rescission of the purchase or sale of any security of the Debtors, the subject matter of, or the transactions or events giving rise to, any Claim or Equity Interest that is treated in the Plan, the business or contractual arrangements among any two or more of any

Debtor, any Reorganized Debtor, or any Released Party (and the acts or omissions of any other Released Party in connection therewith), the Note Purchase Agreement, the Restructuring of Claims and Equity Interests prior to or in the Cases, the negotiation, formulation, or preparation of the Plan, the Disclosure Statement, the other Restructuring Documents, or related agreements, instruments, or other documents, or any other act or omission, transaction, agreement, event, or other occurrence, including the management and operation of the Debtors, taking place on or before the Effective Date. **Notwithstanding the foregoing, nothing in this Section 12.08 shall release any Released Party or other Entity or Person from (A) its respective rights and obligations under the Plan, the Restructuring Documents, or the Confirmation Order, or (B) liability for (I) any act or omission by such Released Party or other Entity or Person included within this release that is found by a court of competent jurisdiction in a final, non-appealable judgment to constitute fraud, willful misconduct, or gross negligence, or (II) any obligation for borrowed money owed by a Released Party to the Debtors, the Reorganized Debtors, or their Estates.**

The foregoing releases shall be effective as of the Effective Date without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or the vote, consent, authorization or approval of any Entity or Person and the Confirmation Order will permanently enjoin the commencement or prosecution by any Person or Entity, whether directly, derivatively or otherwise, of any claims, obligations, suits, judgments, damages, demands, debts, rights, causes of action, or liabilities released pursuant to these releases.

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the foregoing releases, which includes by references each of the related provisions and definitions contained herein, and further, shall constitute the Bankruptcy Court's finding that each such release is: (I) in exchange for the good and valuable consideration provided by the Released Parties; (II) a good faith settlement and compromise of the Claims released by such release; (III) in the best interest of the Debtors and their Estates; (IV) fair, equitable and reasonable; and (V) given and made after due notice and opportunity for hearing.

Section 12.09 Releases by Holders of Claims

Except as otherwise specifically provided in the Plan or the Confirmation Order, on and after the Effective Date, in consideration of the Distributions under the Plan and other releases, agreements, or documents executed and delivered in connection with the Plan, **Holders of Claims (other than other Debtors) (i) who accept the Plan and (ii) who do not indicate that they opt out of this release on their Ballot, for themselves and on behalf of their respective successors and assigns, shall be deemed to have consented to the Plan for all purposes and the Restructuring embodied herein and shall be deemed to have conclusively, absolutely,**

unconditionally, irrevocably, and forever released and discharged each Released Party from any and all claims, interests, obligations, rights, suits, damages, losses, costs and expenses, actions, causes of action, remedies, and liabilities of any kind or character whatsoever, including any derivative claims asserted or assertable on behalf of the Debtors, the Reorganized Debtors, or their Estates, whether known or unknown, foreseen or unforeseen, liquidated or unliquidated, suspected or unsuspected, matured or unmatured, fixed or contingent, existing or hereafter arising, in law, equity or otherwise, that such Entity or Person ever had, now has or hereafter can, shall or may have, or otherwise would have been legally entitled to assert (whether individually or collectively or directly or derivatively), against any Released Party arising from or relating to, directly or indirectly, in whole or in part, the Debtors, the Debtors' Restructuring, the operation of or administration of the Debtors' business and assets, the Cases, the purchase, sale or rescission of the purchase or sale of any security of the Debtors, the subject matter of, or the transactions or events giving rise to, any Claim or Equity Interest that is treated in the Plan, the business or contractual arrangements among any two or more of any Debtor, any Reorganized Debtor, or any other Released Party (and the acts or omissions of any other Released Party in connection therewith), the Note Purchase Agreement, the Restructuring of Claims and Equity Interests prior to or in the Cases, the negotiation, formulation, or preparation of the Plan, the Disclosure Statement, the other Restructuring Documents or related agreements, instruments, or other documents, or any other act or omission, transaction, agreement, event, or other occurrence, including the management and operation of the Debtors, taking place on or before the Effective Date. **Notwithstanding the foregoing, nothing in this Section 12.09 shall release any Released Party or other Entity or Person from (A) its respective rights and obligations under the Plan, the Restructuring Documents, or the Confirmation Order, or (B) liability for (I) any act or omission by such Released Party or other Entity or Person included within this release that is found by a court of competent jurisdiction in a final, non-appealable judgment to constitute fraud, willful misconduct, or gross negligence, or (II) any obligation for borrowed money owed by a Released Party to the Debtors, the Reorganized Debtors, or their respective Affiliates or Estates.**

The foregoing releases shall be effective as of the Effective Date without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or the vote, consent, authorization or approval of any Entity or Person and the Confirmation Order will permanently enjoin the commencement or prosecution by any Person or Entity, whether directly, derivatively or otherwise, of any claims, obligations, suits, judgments, damages, demands, debts, rights, causes of action, or liabilities released pursuant to these releases.

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the foregoing releases, which includes by references each of the related provisions and definitions contained herein, and further, shall constitute the Bankruptcy Court's finding that each such release is: (I) in exchange for the good and

valuable consideration provided by the Released Parties; (II) a good faith settlement and compromise of the Claims released by such release; (III) in the best interest of the Debtors and their Estates; (IV) fair, equitable and reasonable; and (V) given and made after due notice and opportunity for hearing.

Section 12.10 Waiver of Statutory Limitations on Releases

Each of the parties providing the releases contained above expressly acknowledges that although ordinarily a general release may not extend to Claims or Causes of Action which the releasing party does not know or suspect to exist in its favor, which if known by it may have materially affected its settlement with the party released, they have carefully considered and taken into account in determining to enter into the above releases the possible existence of such unknown losses or claims. Without limiting the generality of the foregoing, each releasing party expressly waives any and all rights conferred upon it by any statute or rule of law which provides that a release does not extend to Claims or Causes of Action which the claimant does not know or suspect to exist in its favor at the time of providing the release, which if known by it may have materially affected its settlement with the Released Party. The releases contained in the Plan are effective regardless of whether those released matters are presently known, unknown, suspected or unsuspected, foreseen or unforeseen.

Section 12.11 Satisfaction of Claims

Except as otherwise provided in the Plan, the rights afforded in the Plan and the treatment of all Claims and Equity Interests herein shall be in exchange for and in complete satisfaction, discharge, and release of all Claims and Equity Interests of any nature whatsoever against the Debtors or any of their Estates, assets, properties, or interests in property. Except as otherwise provided in the Plan, on the Effective Date, all Claims against and Equity Interests in the Debtors shall be satisfied, discharged, and released in full. The Reorganized Debtors shall not be responsible for any pre-Effective Date obligations of the Debtors, except those expressly assumed by the Reorganized Debtors. Except as otherwise provided herein, all Persons and Entities shall be precluded and forever barred from asserting against the Reorganized Debtors, their respective successors or assigns, or their assets, properties, or interests in property any event, occurrence, condition, thing, or other or further Claims, Equity Interests or Causes of Action based upon any act, omission, transaction, or other activity of any kind or nature that occurred or came into existence prior to the Effective Date, whether or not the facts of or legal bases therefore were known or existed prior to the Effective Date.

Section 12.12 Discharge of Liabilities

Except as otherwise provided in the Plan, upon the occurrence of the Effective Date, the Reorganized Debtors shall be discharged from all Claims and Causes of Action to the fullest extent permitted by, but subject to the limitations of, section 1141 of the Bankruptcy Code, and all Holders of Claims and Equity Interests shall be precluded from asserting against the Reorganized Debtors, their respective assets, or any property dealt with under the Plan, any further or other Cause of Action based upon any act or omission, transaction, event, thing, or

other activity of any kind or nature that occurred or came into existence prior to the Effective Date.

EXCEPT AS OTHERWISE PROVIDED IN THE PLAN, THE REORGANIZED DEBTORS SHALL NOT HAVE, AND SHALL NOT BE CONSTRUED TO HAVE, OR MAINTAIN ANY LIABILITY, CLAIM, OR OBLIGATION, THAT IS BASED IN WHOLE OR IN PART ON ANY ACT, OMISSION, TRANSACTION, EVENT, OTHER OCCURRENCE OR THING OCCURRING OR IN EXISTENCE ON OR PRIOR TO THE EFFECTIVE DATE OF THE PLAN (INCLUDING ANY LIABILITY OR CLAIMS ARISING UNDER APPLICABLE NON BANKRUPTCY LAW AS A SUCCESSOR TO THE DEBTORS AND NO SUCH LIABILITIES, CLAIMS, OR OBLIGATIONS FOR ANY ACTS SHALL ATTACH TO THE REORGANIZED DEBTORS).

Section 12.13 Integral Part of Plan

Each of the provisions set forth in the Plan with respect to the settlement, release, discharge, exculpation, injunction, indemnification and insurance of, for or with respect to Claims and/or Causes of Action is an integral part of the Plan and essential to its implementation. Accordingly, each Entity that is a beneficiary of such provision shall have the right to independently seek to enforce such provision.

Section 12.14 Third Party Agreements; Subordination

The Plan Distributions to the various classes of Claims and Equity Interests hereunder shall not affect the right of any Person to levy, garnish, attach, or employ any other legal process with respect to such Plan Distributions by reason of any claimed subordination rights. All of such rights and any agreements relating thereto shall remain in full force and effect, except as compromised and settled pursuant to the Plan. Plan Distributions to Holders of Claims in classes that are subject to contractual subordination provisions are subject to Distribution in accordance with such contractual subordination provisions as provided in the Plan. Plan Distributions shall be subject to and modified by any Final Order directing distributions other than as provided in the Plan. The right of the Debtors or Reorganized Debtors to seek subordination of any Claim or Equity Interest pursuant to section 510 of the Bankruptcy Code is fully reserved, and the treatment afforded any Claim or Equity Interest that becomes a subordinated Claim or subordinated Equity Interest at any time shall be modified to reflect such subordination. Unless the Confirmation Order provides otherwise, no Plan Distributions shall be made on account of a subordinated Claim or subordinated Equity Interest.

Section 12.15 Binding Effect

The Plan shall be binding upon and inure to the benefit of the Plan Proponents, the Reorganized Debtors, all present and former Holders of Claims against and Equity Interests in the Reorganized Debtors, and their respective successors and assigns, including, but not limited to, the Reorganized Debtors, and all other parties-in-interest in the Cases. Notwithstanding the foregoing, except as expressly set forth herein, the Plan shall have no force or effect unless and until the Bankruptcy Court enters the Confirmation Order and the Plan is Consummated. Neither the filing of the Plan, any statement or provision contained herein, nor the taking of any action

by the Debtors or any other Entity with respect to the Plan shall be or shall be deemed to be an admission or waiver of any rights of: (1) the Debtors with respect to the Holders of Claims or Equity Interests or other Entity; or (2) any Holder of a Claim or an Equity Interest or other Entity prior to the Effective Date.

Section 12.16 Plan Supplement

Any and all exhibits, lists, or schedules not filed with the Plan or the Disclosure Statement shall be contained in the Plan Supplement and filed with the Clerk of the Bankruptcy Court not later than ten (10) days prior to the Confirmation Hearing Date or such other filing deadline as may be approved by the Bankruptcy Court. Holders of Claims or Equity Interests may also obtain a copy of the Plan Supplement upon written request to the Administrative Agent, on behalf of the Note Holders. Notwithstanding the foregoing, the Administrative Agent, at the direction of the Requisite Note Holders may amend the Plan Supplement, and any attachments thereto, through and including the Confirmation Date.

Section 12.17 Term of Injunctions or Stay

Unless otherwise provided in the Plan or Confirmation Order, all temporary injunctions or stays provided for in the Cases under sections 105 or 362 of the Bankruptcy Code or otherwise, and in existence on the Confirmation Date (excluding any injunctions or stays contained in the Plan or Confirmation Order), shall remain in full force and effect until the Effective Date. All injunctions or stays contained in the Plan or Confirmation Order shall remain in full force and effect in accordance with their terms. All permanent injunctions in existence on the Effective Date shall remain in full force and effect as provided in the order imposing such permanent injunction.

Section 12.18 Setoffs

Except as otherwise expressly provided for in the Plan, pursuant to the Bankruptcy Code (including section 553 of the Bankruptcy Code), applicable non-bankruptcy law, or as may be agreed to by the Holder of a Claim or Equity Interest, each Reorganized Debtor may setoff against any Allowed Claim or Equity Interest and the Distributions to be made pursuant to the Plan on account of such Allowed Claim or Equity Interest (before such Distribution is made), any Claims, rights, and Causes of Action of any nature that such Debtor or Reorganized Debtor, as applicable, may hold against the Holder of such Allowed Claim or Equity Interest, to the extent such Claims, rights, or Causes of Action against such Holder have not been otherwise compromised or settled on or prior to the Effective Date (whether pursuant to the Plan or otherwise); provided, however, that neither the failure to effect such a setoff nor the allowance of any Claim or Equity Interest pursuant to the Plan shall constitute a waiver or release by such Reorganized Debtor of any such Claims, rights, and Causes of Action that such Reorganized Debtor may possess against such Holder. **Except as otherwise provided for in the Plan, in no event shall any Holder of Claims or Equity Interests be entitled to setoff any Claim or Equity Interest against any Claim, right, or Cause of Action of the Debtors or Reorganized Debtors, as applicable, unless such Holder has filed a motion with the Bankruptcy Court requesting the authority to perform such setoff on or before the Confirmation Date, and notwithstanding any indication in any proof of Claim or Equity Interest or otherwise that**

such Holder asserts, has, or intends to preserve any right of setoff pursuant to section 553 or otherwise.

Section 12.19 Recoupment

Except as provided in the Plan, any Holder of Claims or Equity Interest shall not be entitled to recoup any Claim or Equity Interest against any Claim, right, or Cause of Action of the Debtors or the Reorganized Debtors, as applicable, unless such Holder actually has performed such recoupment and provided notice thereof in writing to the Debtors on or before the Confirmation Date, notwithstanding any indication in any proof of Claim or Equity Interest or otherwise that such Holder asserts, has, or intends to preserve any right of recoupment.

Section 12.20 Release of Liens

Except as otherwise provided in the Plan, the Exit Facility Documents, or in any contract, instrument, release, or other agreement or document entered into pursuant to or to effectuate the Plan, 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, all mortgages, deeds of trust, Liens, pledges, or other security interests against any property of the Reorganized Debtors or their Estates shall be fully released and discharged, and all of the right, title, and interest of any Holder of such mortgages, deeds of trust, Liens, pledges, or other security interests shall revert to the Reorganized Debtor and its successors and assigns, in each case without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or the vote, consent, authorization or approval of any Entity.

Except as otherwise provided in the Plan, the Exit Facility Documents, or in any contract, instrument, release, or other agreement or document entered into pursuant to or to effectuate the Plan, in addition to, and in no way a limitation of, the foregoing, to the extent the Debtors' property or assets are encumbered by mortgages, security interests or Liens of any nature for which any Holder of such mortgages, security interests or Liens does not have an Allowed Claim against such Debtor or such Debtor's property, or such Allowed Claim has been satisfied or released as provided in the Plan or valid mortgage, security interest or Lien, such mortgages, security interests or Liens shall be deemed fully released and discharged for all purposes and such Holder shall execute such documents as reasonably requested by the applicable Reorganized Debtor in form and substance as may be necessary or appropriate to evidence the release of any such mortgages, security interests or Liens of any nature and the applicable Reorganized Debtor as authorized to cause the filings of such documents with any and all governmental or other entities necessary or appropriate to effect such releases. If such Holder fails to execute such documents, the applicable Reorganized Debtor is authorized to execute such documents on behalf of such Holder and to cause the filing of such documents with any or all governmental or other entities as may be necessary or appropriate to effect such releases.

Notwithstanding the foregoing, all Liens and security interests on such property and collateral of the Debtors securing the Claims and obligations arising under the Notes and the Note Purchase Agreement as of the Petition Date are unaltered by this Plan and shall

continue to secure the indebtedness and obligations of the Reorganized Debtors arising under the Exit Facility Documents.

Section 12.21 Certain Governmental Matters

Notwithstanding the foregoing, nothing in the Plan, Plan Supplement, or Confirmation Order discharges, releases, precludes, or enjoins: (a) any liability to any Governmental Unit that is not a Claim; (b) any Claim of a Governmental Unit arising on or after the Effective Date; (c) any police or regulatory liability to a Governmental Unit that any entity would be subject to as the post-Effective Date owner or operator of property; or (d) any liability to a Governmental Unit on the part of any Person other than the Debtors. Nor will anything in the Confirmation Order or the Plan enjoin or otherwise bar a Governmental Unit from asserting or enforcing, outside this Court, any liability described in the preceding sentence. Nothing in the Confirmation Order or the Plan authorizes the transfer of any licenses, permits, registrations, or other governmental authorizations and approvals without compliance with all applicable legal requirements under non-bankruptcy law governing such transfers. For the avoidance of doubt, the United States does not grant any non-Debtor releases, and reserves all rights against the Morrison Group. The United States' rights to offset or recoupment, if any, are expressly preserved, as are the Debtors' and Reorganized Debtors' defenses and rights thereto. Further, nothing in the Plan or the Confirmation Order discharges, releases, precludes or enjoins Interior's right to draw on or enforce any surety bond, third-party indemnity agreement, or any other financial assurance guaranty or agreement issued to support the Debtors' or the Reorganized Debtors' obligations under the Federal Leases, including the Cochon Bonds and Travelers Bonds, and the Reorganized Debtors will retain all rights and defenses relating to such bonds and agreements.

Section 12.22 Dissolution of any Committees

On the Effective Date, any Committee shall dissolve and the members of such Committee shall be released and discharged from all authority, duties, responsibilities and obligations related to and arising from and in connection with the Cases.

Section 12.23 Protection Against Discriminatory Treatment

To the extent provided by section 525 of the Bankruptcy Code and the Supremacy Clause of the United States Constitution, all Entities, including Governmental Units, shall not discriminate against the Reorganized Debtors or deny, revoke, suspend or refuse to renew a license, permit, charter, franchise or other similar grant to, condition such a grant to, or discriminate with respect to such a grant to, the Reorganized Debtors, solely because any Debtor has been a debtor under chapter 11 of the Bankruptcy Code, has been insolvent before the commencement of the Cases (or during the Cases but before the Debtors are granted or denied a discharge) or has not paid a debt that is dischargeable in the Cases.

Section 12.24 No Admissions

Notwithstanding anything herein to the contrary, nothing in the Plan shall be deemed as an admission by the Plan Proponents with respect to any matter set forth herein, including liability on any Claim.

Section 12.25 Further Assurances

The Plan Proponents or the Reorganized Debtors, as applicable, all Holders of Claims receiving Distributions hereunder, and all other Entities 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, the Restructuring Documents, or the Confirmation Order. No Plan Proponent may seek, or support another party in seeking, a continuance or extension of a deadline or hearing setting contained in the Disclosure Statement Order without the consent of the Administrative Agent at the direction of the Requisite Note Holders.

Section 12.26 Tax Reporting and Compliance

The Reorganized Debtors are hereby authorized, on behalf of the Debtors, to request an expedited determination under section 505(b) of the Bankruptcy Code of the tax liability of the applicable Debtor for all taxable periods ending after the Petition Date through and including the Effective Date.

Section 12.27 Entire Agreement

Except as otherwise provided herein or therein, the Plan and the Restructuring Documents, including the Exit Facility Documents, supersede all previous and contemporaneous negotiations, promises, covenants, agreements, understandings, and representations on such subjects, all of which have become merged and integrated into the Plan and the Restructuring Documents.

ARTICLE XIII CONFIRMATION REQUEST

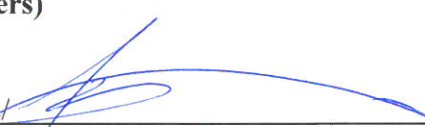
The Plan Proponents request Confirmation of the Plan under section 1129 of the Bankruptcy Code. If any Impaired Class does not accept the Plan pursuant to section 1126 of the Bankruptcy Code, the Plan Proponents request Confirmation pursuant to section 1129(b) of the Bankruptcy Code. In that event, the Plan Proponents reserve the right to modify the Plan in accordance with Article IX hereof to the extent (if any) that Confirmation of the Plan under section 1129(b) of the Bankruptcy Code requires modification.

Dated: February 2, 2018

[Signature Page Immediately Follows]

Respectfully submitted,

**ANGELO, GORDON ENERGY SERVICER,
LLC (at the direction of the Requisite Note
Holders)**

By:  _____
Name: Todd Dittmann
Title: Authorized Person