

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:)	
)	Chapter 11
)	
SAMSON RESOURCES CORPORATION, <i>et al.</i> , ¹)	Case No. 15-11934 (CSS)
)	
Debtors.)	(Jointly Administered)
)	

**GLOBAL SETTLEMENT JOINT CHAPTER 11 PLAN
OF REORGANIZATION OF SAMSON RESOURCES CORPORATION
AND ITS DEBTOR AFFILIATES (WITH TECHNICAL MODIFICATIONS)**

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¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, include: Geodyne Resources, Inc. (2703); Samson Contour Energy Co. (7267); Samson Contour Energy E&P, LLC (2502); Samson Holdings, Inc. (8587); Samson-International, Ltd. (4039); Samson Investment Company (1091); Samson Lone Star, LLC (9455); Samson Resources Company (8007); and Samson Resources Corporation (1227). The location of parent Debtor Samson Resources Corporation's corporate headquarters and the Debtors' service address is: Two West Second Street, Tulsa, Oklahoma 74103.

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INTRODUCTION

Samson Resources Corporation (“Samson”) and its debtor affiliates, as debtors and debtors in possession (each, a “Debtor” and, collectively, the “Debtors”) propose this global settlement joint plan of reorganization (together with the documents comprising the Plan Supplement, the “Plan”) for the resolution of outstanding Claims against, and Interests in, the Debtors. Capitalized terms used and not otherwise defined shall have the meanings ascribed to such terms in Article I.A hereof. Holders of Claims and Interests may refer to the Disclosure Statement for a discussion of the Debtors’ history, businesses, assets, results of operations, historical financial information, and projections of future operations, as well as a summary and description of the Plan. The Debtors are the proponents of the Plan within the meaning of section 1129 of the Bankruptcy Code.

ALL HOLDERS OF CLAIMS AND INTERESTS, TO THE EXTENT APPLICABLE, ARE ENCOURAGED TO READ THE PLAN AND THE DISCLOSURE STATEMENT IN THEIR ENTIRETY BEFORE VOTING TO ACCEPT OR REJECT THE PLAN.

ARTICLE I. DEFINED TERMS, RULES OF INTERPRETATION, COMPUTATION OF TIME, AND GOVERNING LAW

A. *Defined Terms*

As used in this Plan, capitalized terms have the meanings set forth below.

1. “*2011 Acquisition*” means the December 2011 buyout of the Debtors.
2. “*Accrued Professional Compensation*” means, at any given time, all accrued, contingent, and/or unpaid fees and expenses (including success fees) for legal, financial advisory, accounting, and other services and reimbursement of expenses that are awardable and allowable under sections 328, 330, or 331 of the Bankruptcy Code or otherwise rendered allowable before (a) the Initial Effective Date, for Professionals retained by the Committee, or (b) the Final Effective Date, for other Professionals, by any retained estate Professional in the Chapter 11 Cases, (y) all to the extent that any such fees and expenses have not been previously paid (regardless of whether a fee application has been Filed for any such amount) and (z) after applying any retainer that has been provided to such Professional. To the extent that the Court or any higher court of competent jurisdiction denies or reduces by a Final Order any amount of a Professional’s fees or expenses, then those reduced or denied amounts shall no longer constitute Accrued Professional Compensation. For the avoidance of doubt, Accrued Professional Compensation includes unbilled fees and expenses incurred on account of services provided by Professionals that have not yet been submitted for payment, except to the extent that such fees and expenses are either denied or reduced by a Final Order by the Court or any higher court of competent jurisdiction.
3. “*Administrative Claim*” means a Claim for costs and expenses of administration of the Debtors’ Estates 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 the Initial Effective Date of preserving the Estates and operating the businesses of the Debtors; (b) Allowed Fee Claims; and (c) all Allowed requests for compensation or expense reimbursement for making a substantial contribution in the Chapter 11 Cases pursuant to sections 503(b)(3), (4), and (5) of the Bankruptcy Code.
4. “*Administrative Claims Bar Date*” means the first Business Day that is 30 days following the Initial Effective Date, except as specifically set forth in the Plan or a Final Order.
5. “*Affiliate*” shall have the meaning set forth in section 101(2) of the Bankruptcy Code.
6. “*Allowed*” means with respect to any Claim, except as otherwise provided herein: (a) a Claim that is evidenced by a Proof of Claim Filed by the Claims Bar Date (or for which Claim under the Plan, the Bankruptcy Code, or a Final Order of the Court a Proof of Claim is not or shall not be required to be Filed); (b) a Claim that is listed in the Schedules as not contingent, not unliquidated, and not disputed, and for which no Proof of Claim, as

applicable, has been timely Filed; or (c) a Claim Allowed pursuant to the Plan or a Final Order of the Court; *provided* that with respect to a Claim described in clauses (a) and (b) above, such Claim shall be considered Allowed only if and to the extent that with respect to such Claim no objection to the allowance thereof has been interposed within the applicable period of time fixed by the Plan, the Bankruptcy Code, the Bankruptcy Rules, or the Court, or such an objection is so interposed and the Claim, as applicable, shall have been Allowed by a Final Order. Any Claim that has been or is hereafter listed in the Schedules as contingent, unliquidated, or disputed, and for which no Proof of Claim is or has been timely Filed, is not considered Allowed and shall be expunged without further action by the Debtors and without further notice to any party or action, approval, or order of the Court. Notwithstanding anything to the contrary herein, no Claim of any Entity subject to section 502(d) of the Bankruptcy Code shall be deemed Allowed unless and until such Entity pays in full the amount that it owes such Debtor or Reorganized Debtor, as applicable. For the avoidance of doubt, a Proof of Claim Filed after the Claims Bar Date shall not be Allowed for any purposes whatsoever absent entry of a Final Order allowing such late-filed Claim. “Allow” and “Allowing” shall have correlative meanings.

7. “*Asset Sales*” means, collectively, one or more sales of the Debtors’ assets for Cash effectuated on or before the Final Effective Date (and, with respect to any such sales not previously approved and consummated pursuant to an order of the Court, to the extent the Debtors determine, at their discretion in consultation with the First Lien Agent, the Second Lien Steering Committee, and (prior to the Initial Effective Date) the Committee, and consistent with their fiduciary duties, to so effectuate any such sales). Unless otherwise agreed to by the Debtors, the Second Lien Steering Committee, the Committee, and the First Lien Agent, the net Cash proceeds of the Prepetition Collateral included in the Asset Sales will be used: (a) first, to satisfy the First Lien Cash Recovery; and (b) second, (i) to make other Cash payments required to be paid by the Reorganized Debtors under the Plan, including payments to fund the Professional Fee Escrow, and (ii) for working capital purposes of the Reorganized Debtors.

8. “*Asset Sales Documentation*” means one or more asset purchase agreements and related documents, pursuant to which the Debtors will effectuate the Asset Sales.

9. “*Avoidance Actions*” means any and all actual or potential Claims and Causes of Action to avoid a transfer of property or an obligation incurred by the Debtors arising under chapter 5 of the Bankruptcy Code, including sections 544, 545, 547, 548, 549, 550, 551, and 553(b) of the Bankruptcy Code.

10. “*Backstop Commitment Agreement*” means the Backstop Commitment Agreement by and among the Debtors and the Backstop Parties (as amended, supplemented, or otherwise modified from time to time), as approved by the Bankruptcy Court, an executed copy of which shall be included in the Plan Supplement.

11. “*Backstop Fee*” means five percent (5%) of all New Common Stock (subject to dilution for the Management Incentive Plan).

12. “*Backstop Parties*” means, collectively, those Entities making a backstop commitment pursuant to the Backstop Commitment Agreement, each solely in its capacity as a provider of such backstop commitment.

13. “*Bankruptcy Code*” means title 11 of the United States Code, as amended and in effect during the pendency of the Chapter 11 Cases.

14. “*Bankruptcy Rules*” means the Federal Rules of Bankruptcy Procedure, as applicable to the Chapter 11 Cases, promulgated under section 2075 of the Judicial Code and the general, local, and chambers rules of the Court.

15. “*Business Day*” means any day, other than a Saturday, Sunday, or “legal holiday” (as defined in Bankruptcy Rule 9006(a)).

16. “*Cash*” means the legal tender of the United States of America or the equivalent thereof.

17. “*Cash Collateral Order*” means the *Interim Order (I) Authorizing Postpetition Use of Cash Collateral, (II) Granting Adequate Protection to the Prepetition Secured Parties Pursuant to 11 U.S.C. §§ 105, 361, 362, 363, and 507, Bankruptcy Rules 2002, 4001, and 9014, and Local Bankruptcy Rule 4001-2, (III) Scheduling a Final Hearing Pursuant to Bankruptcy Rule 4001(B), and (IV) Granting Related Relief* entered by the Court on September 25, 2015 [Docket No. 111], as subsequently extended by interim orders entered by the Court on November 4, 2015 [Docket No. 316], November 20, 2015 [Docket No. 379], December 17, 2015 [Docket No. 483], January 26, 2016 [Docket No. 610], March 21, 2016 [Docket No. 789], and June 3, 2016 [Docket No. 1016], as such may be modified, amended, or entered on a further interim or final basis.

18. “*Causes of Action*” means any action, claim, cause of action, controversy, demand, right, action, Lien, indemnity, guaranty, suit, obligation, liability, damage, judgment, account, defense, offset, power, privilege, license, and franchise of any kind or character whatsoever, whether known, unknown, contingent or non-contingent, matured or unmatured, suspected or unsuspected, liquidated or unliquidated, disputed or undisputed, secured or unsecured, assertable directly or derivatively, whether arising before, on, or after the Petition Date, in contract or in tort, in law, or in equity or pursuant to any other theory of law. For the avoidance of doubt, “Cause of Action” includes: (a) any right of setoff, counterclaim, or recoupment and any claim for breach of contract or for breach of duties imposed by law or in equity; (b) the right to object to Claims or Interests; (c) any Claim pursuant to section 362 or chapter 5 of the Bankruptcy Code; (d) any claim or defense including fraud, mistake, duress, and usury; and any other defenses set forth in section 558 of the Bankruptcy Code; and (e) any state or foreign law fraudulent transfer or similar claim.

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

20. “*Claim*” shall have the meaning set forth in section 101(5) of the Bankruptcy Code.

21. “*Claims Bar Date*” means the date established by the Court by which Proofs of Claim must be Filed.

22. “*Claims Bar Date Order*” means that certain order entered by the Court on October 16, 2015 establishing the Claims Bar Date.

23. “*Claims Objection Deadline*” means the deadline for objecting to a Claim, which shall be on the date that is the later of (a) 180 days after the Initial Effective Date and (b) such other period of limitation as may be specifically fixed by the Debtors or the Reorganized Debtors, as applicable, or by an order of the Court for objecting to such Claims.

24. “*Claims Register*” means the official register of Claims maintained by the Notice and Claims Agent.

25. “*Class*” means a category of holders of Claims or Interests as set forth in Article III hereof pursuant to section 1122(a) of the Bankruptcy Code.

26. “*Committee*” means the official committee of unsecured creditors appointed in the Chapter 11 Cases pursuant to section 1102(a) of the Bankruptcy Code.

27. “*Committee Plan*” means the *Second Amended Joint Chapter 11 Plan of Samson Resources Corporation and its Debtor Affiliates Proposed by Official Committee of Unsecured Creditors* [Docket No. 1812], as may be amended, modified, or supplemented from time to time.

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

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

30. “*Confirmation Hearing*” means the hearing held by the Court to consider Confirmation of the Plan pursuant to section 1129 of the Bankruptcy Code.

31. “*Confirmation Order*” means a Final Order of the Court confirming the Plan pursuant to section 1129 of the Bankruptcy Code.

32. “*Consenting Lenders*” means those Second Lien Lenders party to the Plan Support Agreement from time to time (after giving effect to all amendments to the Plan Support Agreement), together with their respective successors and permitted assigns.

33. “*Consummation*” means the occurrence of the Final Effective Date.

34. “*Contingent Value Right*” means the right to receive the first Net Sale Proceeds in excess of \$350,000,000, up to \$11,500,000, if (a) on or before June 30, 2017, an agreement is reached to sell directly or indirectly all or substantially all of the Reorganized Debtors’ assets, (b) such agreement is consummated, and (c) such agreement produces Net Sale Proceeds to the Reorganized Debtors in excess of \$350,000,000.

35. “*Court*” means the United States Bankruptcy Court for the District of Delaware having jurisdiction over the Chapter 11 Cases, and, to the extent of the withdrawal of any reference under 28 U.S.C. § 157 and/or the General Order of the District Court pursuant to section 151 of title 28 of the United States Code, the United States District Court for the District of Delaware.

36. “*Cure Claim*” means a monetary Claim based upon the Debtors’ defaults under any Executory Contract or Unexpired Lease at the time such contract or lease is assumed by the Debtors pursuant to section 365 of the Bankruptcy Code.

37. “*Cure Notice*” means a notice of a proposed amount to be paid on account of a Cure Claim in connection with an Executory Contract or Unexpired Lease to be assumed under the Plan pursuant to section 365 of the Bankruptcy Code, which notice shall include (a) procedures for objecting to proposed assumptions of Executory Contracts and Unexpired Leases, (b) Cure Claims to be paid in connection therewith and (c) procedures for resolution by the Court of any related disputes.

38. “*D&O Liability Insurance Policies*” means any Insurance Contract (including any “tail policy”) that has been issued at any time to or provides coverage to any of the Debtors for current or former directors’, managers’, and officers’ liability.

39. “*D&O Tail Coverage*” shall have the meaning set forth in Article IV.P.

40. “*Debtors*” means, collectively: Geodyne Resources, Inc.; Samson Contour Energy Co.; Samson Contour Energy E&P, LLC; Samson Holdings, Inc.; Samson-International, Ltd.; Samson Investment Company; Samson Lone Star, LLC; Samson Resources Company; and Samson Resources Corporation, the debtors and debtors in possession in the Chapter 11 Cases.

41. “*Disallowed*” means, with respect to any Claim, a Claim or any portion thereof that (a) has been disallowed by a Final Order, (b) is Scheduled as zero or as contingent, disputed, or unliquidated and as to which no Proof of Claim or request for payment of an Administrative Claim has been timely filed or deemed timely filed with the Court pursuant to either the Bankruptcy Code or any Final Order of the Court or otherwise deemed timely filed under applicable law or this Plan, (c) is not Scheduled and as to which no Proof of Claim or request for payment of an Administrative Claim has been timely filed or deemed timely filed with the Court pursuant to either the Bankruptcy Code or any Final Order of the Court or otherwise deemed timely filed under applicable law or this Plan, (d) has been waived or withdrawn by agreement of the applicable Debtor and the holder thereof, or (e) has been waived or withdrawn by the holder thereof.

42. “*Disclosure Statement*” means the *Disclosure Statement for the Global Settlement Joint Chapter 11 Plan of Reorganization of Samson Resources Corporation and its Debtor Affiliates*, dated as of January 12, 2017, as may be amended, modified, or supplemented from time to time, including all exhibits and schedules thereto and references therein that relate to the Plan, that is prepared and distributed in accordance with the Bankruptcy Code, the Bankruptcy Rules, and any other applicable law, and which shall be in form and substance reasonably acceptable to the Debtors, the Second Lien Steering Committee, and the Committee, in consultation with the First Lien Agent.

43. “*Disputed*” means a Claim that is not yet Allowed.

44. “*Disputed Claim Amount*” means (a) if a liquidated amount is set forth in the Proof of Claim relating to a Disputed Claim: (i) the liquidated amount set forth in the Proof of Claim relating to the Disputed Claim; (ii) an amount agreed to by the Debtors or the Reorganized Debtors (or solely with respect to General Unsecured Claims, the Settlement Trust), as applicable, and the holder of such Disputed Claim; or (iii) if a request for estimation is Filed by any party, the amount at which such Disputed Claim is estimated by the Court, (b) if no liquidated amount is set forth in the Proof of Claim relating to a Disputed Claim: (i) an amount agreed to by the Debtors or the Reorganized Debtors (or solely with respect to General Unsecured Claims, the Settlement Trust), as applicable, and the holder of such Disputed Claim; (ii) the amount estimated by the Court with respect to such Disputed Claim, (iii) the amount estimated in good faith by the Debtors or the Reorganized Debtors (or solely with respect to General Unsecured Claims, the Settlement Trust), as applicable, with respect to the Disputed Claim, or (c) zero, if the Disputed Claim was listed on the Schedules as unliquidated, contingent, or disputed and no Proof of Claim was Filed, or deemed to have been Filed, by the applicable Claims Bar Date and the Claim has not been resolved by written agreement of the parties or an order of the Court.

45. “*Disputed Claims Reserve*” shall have the meaning set forth in Article IV.V.

46. “*Distribution Record Date*” means the date for determining which holders of Claims or Interests are eligible to receive distributions hereunder and shall be the Voting Deadline or such other date as designated in a Final Order of the Court.

47. “*DTC*” means Depository Trust Company.

48. “*Entity*” shall have the meaning set forth in section 101(15) of the Bankruptcy Code.

49. “*Estate*” means, as to each Debtor, the estate created for the Debtor in its Chapter 11 Case pursuant to section 541 of the Bankruptcy Code.

50. “*Exculpated Claim*” means any Cause of Action or any Claim related to any act or omission derived from, based upon, related to, or arising from the Debtors’ in or out-of-court restructuring efforts, the Chapter 11 Cases, the Marketing Process, the formulation, preparation, dissemination, negotiation, or Filing of the Restructuring Support Agreement and related prepetition transactions, the Plan Support Agreement, the Disclosure Statement, the Plan (including any term sheets related thereto), or any contract, instrument, release or other agreement or document (including, for the avoidance of doubt, providing any legal opinion requested by any Entity regarding any transaction, contract, instrument, document, or other agreement contemplated by the Plan or the reliance by any Exculpated Party on the Plan or the Confirmation Order in lieu of such legal opinion) created or entered into in connection with any of the foregoing, including without limitation (a) the Restructuring Support Agreement, (b) the Plan Support Agreement, (c) the issuance of the New Common Stock, (d) the execution, delivery, and performance of the Exit Facility Documents, and (e) the distribution of property under the Plan or any other agreement under the Plan, except for Claims or Causes of Action related to any act or omission that is determined in a Final Order to have constituted actual fraud, willful misconduct, or gross negligence; *provided* that the Exculpated Parties shall be entitled, in all respects, to reasonably rely upon the advice of counsel with respect to the foregoing; *provided, further*, that the foregoing shall not be deemed to release, affect, or limit any of the rights and obligations of the Exculpated Parties from, or exculpate the Exculpated Parties with respect to, any of the Exculpated Parties’ obligations or covenants arising under the Confirmation Order, the Plan, the Plan Supplement, the Exit Facility Documents, and any contracts, instruments, releases, and other agreements or documents delivered in connection with, or contemplated by, the foregoing.

51. “*Exculpated Parties*” means each of: (a) the Debtors; (b) the Reorganized Debtors; (c) the Committee and any member thereof; and (d) with respect to each of the foregoing Entities in clauses (a) through (c), such Entity’s current and former affiliates, and such Entity’s and such affiliates’ current and former equity holders (regardless of whether such interests are held directly or indirectly), predecessors, successors and assigns, subsidiaries, managed accounts or funds, and each of their respective current and former equity holders, officers, directors, managers, principals, members, employees, agents, advisory board members, financial advisors, partners, attorneys, accountants, investment bankers, consultants, representatives, management companies, fund advisors, and other professionals, each in their capacity as such; *provided* that Exculpated Parties shall not include any of the Debtors’ directors or officers before the 2011 Acquisition or the holders of Preferred Interests.

52. “*Executory Contract*” means a contract to which one or more of the Debtors is a party that is subject to assumption or rejection under sections 365 or 1123 of the Bankruptcy Code.

53. “*Exit Facility*” means, collectively, the Exit RBL Facility and the Exit Term Loan, plus any hedges, swaps, or other instruments entered into with any lenders (or affiliates as may be permitted) under the Exit RBL Facility.

54. “*Exit Facility Credit Agreement*” means the credit agreement, to be dated as of the Initial Effective Date, providing for the Exit Facility.

55. “*Exit Facility Documents*” means, in connection with the Exit Facility, the Exit Facility Credit Agreement and other loan documents, related to or evidencing the loans and obligations thereunder, to be dated as of the Final Effective Date, governing the Exit Facility, each in form and substance acceptable to the Reorganized Debtors, the First Lien Agent, and the Second Lien Steering Committee on the terms set forth in the Exit Facility Credit Agreement.

56. “*Exit RBL Facility*” means a reserve-based first lien, first-out revolving credit facility under and on the terms set forth in the Exit Facility Credit Agreement.

57. “*Exit Term Loan*” means a first-lien, last-out term loan (if any) under and on the terms set forth in the Exit Facility Credit Agreement.

58. “*Federal Leases*” means the Debtors’ interest in the contracts, leases, covenants, operating rights agreements, rights-of-use and easements, and rights-of-way or other interests or agreements with the United States involving (a) federal lands or Hydrocarbon Interests; (b) lands or Hydrocarbon Interests held in trust for Indian Landowners; or (c) lands or Hydrocarbon Interests held by such Indian Landowners in fee with federal restrictions on alienation, including those listed on Exhibit A to the Plan to be assumed by the Debtors.

59. “*Federal Judgment Rate*” means the federal judgment rate in effect as of the Petition Date, compounded annually.

60. “*Fee Claim*” means a Claim for Accrued Professional Compensation.

61. “*File*,” “*Filed*,” or “*Filing*” means file, filed, or filing in the Chapter 11 Cases with the Court or, with respect to the filing of a Proof of Claim or proof of Interest, the Notice and Claims Agent.

62. “*Final Effective Date*” means, with respect to the Plan, the date that is a Business Day selected by the Debtors with the consent (which may not be unreasonably withheld) of the First Lien Agent and the Second Lien Steering Committee on which: (a) no stay of the Confirmation Order is in effect; (b) all conditions precedent specified in Article IX.C have been satisfied or waived (in accordance with Article IX.D); and (c) the Final Effective Date is declared to have occurred; *provided* that the Final Effective Date may occur by (i) Consummation of the Restructuring Transactions set forth in the Plan, (ii) Consummation of a reorganization of the Debtors other than as set forth in the Plan; or (iii) the commencement of liquidation of the Debtors, in consultation with the First Lien Agent, and the Second Lien Steering Committee.

63. “*Final Order*” means an order or judgment of the Court (or any other court of competent jurisdiction) entered by the Clerk of the Court (or any other court) on the docket in the Chapter 11 Cases (or the docket of such other court), which has not been reversed, stayed, modified, amended, or vacated, and as to which (a) the time to appeal, petition for certiorari, or move for a new trial, stay, reargument, or rehearing has expired and as to which no appeal, petition for certiorari, or motion for new trial, stay, reargument, or rehearing shall be pending or (b) if an appeal, writ of certiorari, new trial, stay, reargument, or rehearing thereof has been sought, such order or judgment of the 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, stay, reargument, 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, stay, reargument, or rehearing shall have expired, as a result of which such order shall have become final in accordance with rule 8002 of the Bankruptcy Rules; *provided* that the possibility that a motion under rule 60 of the Federal Rules of Civil Procedure, or any analogous rule under the Bankruptcy Rules, may be filed relating to such order, shall not cause an order not to be a Final Order.

64. “*First Lien Agent*” means JPMorgan Chase Bank, N.A., in its capacity as administrative and collateral agent under the First Lien Credit Agreement and the other First Lien Loan Documents.

65. “*First Lien Cash Recovery*” means (a) net Cash proceeds from the Asset Sales of the Prepetition Collateral, (b) Cash on hand, and/or (c) proceeds of any liquidated hedges, margin or settlement payments and any amounts held in the Hedge Account (as defined in the Cash Collateral Order), which shall provide sufficient Cash recovery to the First Lien Lenders such that the amount outstanding under the Exit RBL Facility on the Final Effective Date shall be equal to the borrowing base under the Exit RBL Facility. The First Lien Cash Recovery shall be in a minimum amount not less than \$670 million (which amount may be determined by a formula) acceptable to the Debtors, the First Lien Agent, and the Second Lien Steering Committee and set forth in the Plan Supplement. In the event the Debtors, with the consent of the Second Lien Steering Committee, determine not to enter into the Exit Facility, the First Lien Cash Recovery shall be Cash in an amount equal to the amount of then-outstanding First Lien Secured Claims.

66. “*First Lien Collateral*” means all assets or property of the Debtors, including both tangible and intangible property or assets, in which the First Lien Agent or First Lien Secured Parties have or possess a valid, perfected, and enforceable security interest.

67. “*First Lien Credit Agreement*” means that certain Credit Agreement, dated as of December 21, 2011, by and between Samson Investment Company, as borrower, the First Lien Agent, and the First Lien Secured Parties (as amended, restated, supplemented, or otherwise modified from time to time thereafter).

68. “*First Lien Credit Facility*” means the credit facility under the First Lien Credit Agreement.

69. “*First Lien Lenders*” means, collectively, the lenders from time to time party to the First Lien Credit Agreement.

70. “*First Lien Loan Documents*” means the First Lien Credit Agreement and the other Credit Documents (as defined in the First Lien Credit Agreement), and any other document related to or evidencing the loans and obligations thereunder.

71. “*First Lien Secured Claims*” means all Claims against the Debtors arising under the First Lien Loan Documents, which shall be Allowed in the aggregate principal amount of \$945,831,987.70, consisting of \$942,812,113.37 in principal amount drawn under the First Lien Credit Agreement, \$0 in face amount of undrawn Letters of Credit issued plus \$3,019,876.33 in obligations to Hedge Banks (through January 11, 2017) and any accrued but unpaid interest, expenses, and any and all other obligations due or recoverable under the First Lien Credit Agreement payable thereon, as calculated in accordance with the First Lien Credit Agreement.

72. “*First Lien Secured Parties*” means the First Lien Agent, the First Lien Lenders, the Hedge Banks, and the Letter of Credit Issuers (as defined in the First Lien Loan Documents) party to the First Lien Loan Documents.

73. “*General Unsecured Claim*” means any Claim against any Debtor that is not otherwise waived or paid in full during the Chapter 11 Cases pursuant to an order of the Court and is not: (a) an Administrative Claim; (b) a Priority Tax Claim; (c) an Other Priority Claim; (d) an Other Secured Claim; (e) a First Lien Secured Claim; (f) a Second Lien Secured Claim; (g) an Intercompany Claim; (h) a Second Lien Adequate Protection Claim; or (i) a Section 510(b) Claim; *provided* that, for the avoidance of doubt, the Second Lien Deficiency Claims and the Sponsor Management Fee Claims shall be General Unsecured Claims.

74. “*Global Settlement Stipulation*” means the *Stipulation and Agreement Regarding (I) Global Settlement of Matters Related to Chapter 11 Plan, (II) Chapter 11 Plan Support, and (III) Related Matters* [Docket No 1857], approved by the Bankruptcy Court on January 13, 2017 [Docket No. 1875].

75. “*Governmental Unit*” shall have the meaning set forth in section 101(27) of the Bankruptcy Code.

76. “*Hedge Banks*” means those financial institutions providing oil and gas production hedging under the Debtors’ existing commodity hedging agreements.

77. “*Hydrocarbon Interests*” means all rights, titles, interests, and estates now or hereafter acquired in and to oil and gas leases, oil, gas, and mineral leases, or other liquid or gaseous hydrocarbon leases, mineral fee interests, overriding royalty and royalty interests, net profit interests, and production payment interests, including any reserved or residual interests of whatever nature.

78. “*Impaired*” means, with respect to a Class of Claims or Interests, a Class of Claims or Interests that is not Unimpaired.

79. “*Indemnification Obligations*” means each of the Debtors’ indemnification obligations in place as of the Initial Effective Date, whether in the bylaws, certificates of incorporation or formation, limited liability company agreements, other organizational or formation documents, board resolutions, management or indemnification agreements, or employment contracts, for the current and former directors and the officers who served in such capacity at any time after or within the 12 months prior to the Petition Date and, *except* that the Indemnification Obligations shall not include any of the Debtors’ indemnification obligations for any of the Debtors’ directors or officers before the 2011 Acquisition or the holders of Preferred Interests.

80. “*Indian Landowner*” means any federally-recognized Indian tribes or Indian individuals holding, or for whom the United States holds in trust, an interest in a Federal Lease.

81. “*Initial Effective Date*” means, with respect to the Plan, the date on which the Confirmation Order is effective and becomes a Final Order (subject to waiver by the Debtors, the Second Lien Steering Committee, and the Committee).

82. “*Insurance Contract*” means all insurance policies and all surety bonds and related agreements of indemnity that have been issued at any time to or provide coverage to any of the Debtors and all agreements, documents, or instruments relating thereto.

83. “*Insurer*” means any company or other entity that issued an Insurance Contract, any third party administrator, and any respective predecessors and/or affiliates thereof.

84. “*Intercompany Claim*” means any Claim held by one Debtor or a Non-Debtor Subsidiary against another Debtor.

85. “*Intercompany Interest*” means, other than an Interest in Parent, (a) an Interest in one Debtor or Non-Debtor Subsidiary held by another Debtor or Non-Debtor Subsidiary or (b) an Interest in a Debtor or a Non-Debtor Subsidiary held by an Affiliate of a Debtor or a Non-Debtor Subsidiary.

86. “*Intercreditor Agreement*” means that certain Second Lien Intercreditor Agreement, dated as of September 25, 2012, by and among JPMorgan Chase Bank, N.A., as First Lien Collateral Agent, Bank of America,

N.A., as Second Lien Collateral Agent, Samson Investment Company, certain Debtors as grantors, and the other loan parties from time to time party thereto, and each of the parties' respective successors and assigns.

87. "*Interests*" means the common stock, preferred stock, limited liability company interests, and any other equity, ownership, or profits interests of any Debtor and options, warrants, rights, or other securities or agreements to acquire the common stock, preferred stock, limited liability company interests, or other equity, ownership, or profits interests of any Debtor (whether or not arising under or in connection with any employment agreement), including any claim against the Debtors subject to subordination pursuant to section 510(b) of the Bankruptcy Code arising from or related to any of the foregoing.

88. "*Interim Compensation Order*" means that certain order entered by the Court establishing procedures for the compensation of Professionals.

89. "*Interior*" means the United States Department of Interior.

90. "*IRS*" means the United States Internal Revenue Service.

91. "*Judicial Code*" means title 28 of the United States Code, 28 U.S.C. §§ 1-4001.

92. "*Lease Bonds*" shall have the meaning set forth in Article VII.D.

93. "*Lessor Stipulations*" means the (a) *Stipulation Extending the Debtors' Time to Assume Federal and Tribal Oil and Gas Leases Pursuant to Section 365(d)(4)* [Docket No. 838] and (b) *Stipulation Extending the Debtors' Time to Assume or Reject Unexpired Lease of Nonresidential Real Property Pursuant to Section 365(d)(4) of the Bankruptcy Code* [Docket No. 992].

94. "*Lien*" shall have the meaning set forth in section 101(37) of the Bankruptcy Code.

95. "*Limited Liability Company Agreement*" means that certain limited liability company agreement with respect to the New Common Stock, substantially in the form to be included in the Plan Supplement and in form and substance acceptable to the Debtors and the Second Lien Steering Committee.

96. "*Management Incentive Plan*" means that certain post-Effective Date incentive plan, the terms of which shall be negotiated by the Debtors and the Second Lien Steering Committee and included in the Plan Supplement.

97. "*Marketing Process*" means the Debtors' marketing process to sell any or all of their assets pursuant to the Asset Sales, conducted prior to the Initial Effective Date in consultation with the First Lien Agent, the Second Lien Steering Committee, and the Committee and after the Initial Effective Date (if necessary) in consultation with the First Lien Agent, the Second Lien Steering Committee, and the Settlement Trust.

98. "*Net Sale Proceeds*" means the Cash proceeds received in a sale of all or substantially all of the assets of the Reorganized Debtors, less (a) all outstanding amounts owed under the Exit Facility, including any obligations owed on account of early termination of the hedges or swaps provided thereunder by lenders (or their affiliates as may be permitted under the Exit Facility), (b) any costs of winding down the Reorganized Debtors' businesses, and (c) any professional fees and transaction costs payable in connection with such sale.

99. "*New Board*" means the initial board of directors, members, or managers, as applicable, of each Reorganized Debtor.

100. "*New Common Stock*" means the common equity of Reorganized Parent, which may comprise or otherwise be converted to limited liability company membership interests in the event the Reorganized Parent is converted to a limited liability company, authorized and issued pursuant to the Plan, such corporate structure to be determined at the election of the Debtors and the Second Lien Steering Committee, in consultation with the First Lien Agent, on or before the date of the Confirmation Hearing.

101. “*New Organizational Documents*” means the form of the certificates or articles of incorporation, bylaws, or such other applicable formation documents of each of the Reorganized Debtors, which forms shall be in form and substance acceptable to the Debtors and the Second Lien Steering Committee, in consultation with the First Lien Agent, as set forth in the Plan Supplement, as amended by the Debtors from time to time prior to the Confirmation Date, with the consent of the Second Lien Steering Committee, and in consultation with the First Lien Agent.

102. “*Non-Debtor Subsidiaries*” means: (a) Samson Financing Limited Partnership; (b) Samson Canada Holdings, ULC; (c) Samson Kelley Operating Company, Ltd.; (d) PYR Energy Corporation; (e) OSN Production Ltd.; (f) Cimarron Oil Field Supply LLC; and (g) SGH Enterprises, Inc.

103. “*Notice and Claims Agent*” means Garden City Group, LLC.

104. “*Ordinary Course Professionals*” shall mean the various attorneys, accountants, auditors, and other professionals the Debtors employ in the ordinary course of their business and retained by the Debtors pursuant to the Ordinary Course Professionals Order.

105. “*Ordinary Course Professionals Order*” shall mean that certain order entered by the Court establishing the procedures for retaining the Ordinary Course Professionals.

106. “*Other Priority Claim*” means any allowed Claim against any Debtor entitled to priority in right of payment under section 507(a) of the Bankruptcy Code, other than: (a) an Administrative Claim; or (b) a Priority Tax Claim, to the extent such Claim has not already been paid during the Chapter 11 Cases.

107. “*Other Secured Claim*” means any Secured Claim against any Debtor that is not a First Lien Secured Claim or a Second Lien Secured Claim.

108. “*Parent*” means Samson Resources Corporation.

109. “*Performance Award Program*” has the meaning ascribed to it in the *Order Authorizing and Approving the Debtors’ Performance Award Program* [Docket No. 698].

110. “*Person*” shall have the meaning set forth in section 101(41) of the Bankruptcy Code.

111. “*Petition Date*” means September 16, 2015, the date on which the Debtors commenced the Chapter 11 Cases.

112. “*Plan Supplement*” means the compilation of documents and forms of documents, schedules, and exhibits to the Plan (as amended, supplemented, or modified from time to time in accordance with the terms hereof and the Bankruptcy Code and the Bankruptcy Rules), each of which shall be in form and substance (except where otherwise provided) reasonably acceptable to the Debtors, the First Lien Agent, and the Second Lien Steering Committee, and, solely with respect to the Settlement Trust Agreement, the Committee, to be Filed by the Debtors no later than January 24, 2017, and additional documents or amendments to previously Filed documents, Filed before the Confirmation Date as amendments to the Plan Supplement, including the following, as applicable: (a) New Organizational Documents; (b) the Schedule of Rejected Executory Contracts and Unexpired Leases; (c) a list of the Reorganized Debtor Retained Causes of Action and a list of the Settlement Trust Retained Causes of Action, (d) the terms of the Management Incentive Plan; (e) a document listing the members of the New Board; (f) the Limited Liability Company Agreement; (g) the Exit Facility Credit Agreement; (h) the Asset Sales Documentation (to the extent not already Filed and approved by prior order of the Court); (i) the Rights Offering Documents (including without limitation the Backstop Commitment Agreement and the Rights Offering Procedures); and (j) the Settlement Trust Agreement. The Debtors shall have the right to amend the documents contained in, and exhibits to, the Plan Supplement through the Final Effective Date (or, with respect to the Settlement Trust Agreement, the Initial Effective Date), which amendments shall be reasonably acceptable to the First Lien Agent, and the Second Lien Steering Committee, and solely with respect to the Settlement Trust

Agreement, the Committee, and the final versions of all such documents and exhibits shall be Filed by no later than the Final Effective Date (or, with respect to the Settlement Trust Agreement, the Initial Effective Date).

113. “*Plan Support Agreement*” means the Plan Support Agreement, dated as of August 26, 2016, as amended, supplemented, or otherwise modified from time to time in accordance with its terms, a copy of which is attached as Exhibit A to the *Notice of Filing Plan Support Agreement* [Docket No. 1290]. The Debtors will not agree to any modifications of the Plan Support Agreement which may impact the amount or priority of recovery of holders of General Unsecured Claims under the Plan without the written express consent of the Committee.

114. “*Priority Claims*” means Priority Tax Claims and Other Priority Claims.

115. “*Preferred Interests*” means the 180,000 shares of cumulative redeemable preferred stock of Parent issued in December 2011.

116. “*Prepetition Collateral*” means the First Lien Collateral and the Second Lien Collateral.

117. “*Priority Tax Claim*” means any Claim of a Governmental Unit of the kind specified in section 507(a)(8) of the Bankruptcy Code.

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

119. “*Professional*” means an Entity employed pursuant to a Court order in accordance with sections 327 or 1103 of the Bankruptcy Code and to be compensated for services rendered before or on the Confirmation Date, pursuant to sections 327, 328, 329, 330, or 331 of the Bankruptcy Code.

120. “*Professional Fee Escrow*” means an interest-bearing escrow account to hold an amount of Cash equal to the Professional Fee Escrow Amount funded by the Debtors or the Reorganized Debtors as soon as reasonably practicable after the Confirmation Date and no later than the Initial Effective Date solely for the purpose of paying all remaining Allowed and unpaid Fee Claims. Such Cash shall remain subject to the jurisdiction of the Court.

121. “*Professional Fee Escrow Amount*” means the aggregate unpaid Fee Claims through the Confirmation Date as estimated in accordance with Article II.B.

122. “*Proof of Claim*” means a proof of Claim Filed against any of the Debtors in the Chapter 11 Cases.

123. “*Reinstated*” or “*Reinstatement*” means, with respect to Claims and Interests, the treatment provided for in section 1124 of the Bankruptcy Code.

124. “*Released Party*” means each of the following, in their capacity as such: (a) the First Lien Agent; (b) the First Lien Secured Parties; (c) the Second Lien Agent; (d) the Second Lien Lenders; (e) each of the Sponsors; (f) the Non-Debtor Subsidiaries; (g) the Committee and any member thereof; (h) the Senior Noteholders; (i) the Senior Notes Indenture Trustee; (j) the Backstop Parties; and (k) with respect to each of the Debtors, the Reorganized Debtors, and each of the foregoing Entities in clauses (a) through (j), such Entity’s current and former affiliates and such Entity’s and such affiliates’ current and former directors, managers, officers, equity holders (regardless of whether such interests are held directly or indirectly, but *except* for any former equity holder in Parent (regardless of whether such interests were held directly or indirectly) that transferred or redeemed its equity interests for the purpose of taking a worthless stock deduction prior to the Petition Date, *provided* that, for the avoidance of doubt, the foregoing exception shall not include any of the Sponsors or any of their respective current and former equity holders or affiliates), predecessors, successors and assigns, subsidiaries, managed accounts or funds, and each

of their respective current and former equity holders (*except* for any former equity holder in Parent (regardless of whether such interests were held directly or indirectly) that transferred or redeemed its equity interests for the purpose of taking a worthless stock deduction prior to the Petition Date, *provided* that, for the avoidance of doubt, the foregoing exception shall not include any of the Sponsors or any of their respective current and former equity holders or affiliates), officers, directors, managers, principals, members, employees, agents, advisory board members, financial advisors, partners, attorneys, accountants, investment bankers, consultants, representatives, management companies, fund advisors, and other professionals, each in their capacity as such; and (k) the DTC; *provided* that the Released Parties shall not include the Debtors' directors or officers before the 2011 Acquisition or the holders of the Preferred Interests.

125. "Releasing Party" means each of the following, in their capacity as such: (a) the First Lien Agent; (b) the First Lien Secured Parties; (c) the Second Lien Agent; (d) the Second Lien Lenders; (e) the Sponsors; (f) the Committee and any member thereof; (g) the Senior Noteholders; (h) the Senior Notes Indenture Trustee; (i) the Backstop Parties; (j) all holders of Claims and Interests that are deemed to accept the Plan; (k) all holders of Claims and Interests who vote to accept the Plan; (l) all holders in voting Classes who abstain from voting on the Plan and who do not opt out of the releases provided by the Plan; (m) all holders of Claims and Interests who vote to reject or are deemed to reject the Plan and who do not opt out of the releases provided by the Plan; and (n) with respect to each of the Debtors, the Reorganized Debtors, and each of the foregoing Entities in clauses (a) through (m), such Entities' current and former affiliates' and such Entities' and such affiliates' predecessors, successors and assigns, subsidiaries, managed accounts or funds, current and former directors, principals, managers, officers, equity holders (regardless of whether such interests are held directly or indirectly), members, partners, employees, agents, advisory board members, financial advisors, attorneys, accountants, investment bankers consultants, representatives, management companies, fund advisors and other professionals.

126. "Reorganized Debtors" means the Debtors, or any successors thereto, by merger, consolidation, or otherwise, on or after the Final Effective Date, including any new entity formed pursuant to the Restructuring Transactions to directly or indirectly acquire the assets or equity of the Debtors.

127. "Reorganized Debtor Retained Causes of Action" means all Claims and Causes of Action (except for any Claims or Causes of Action, alleged or otherwise, against the Released Parties) that are not Settlement Trust Retained Causes of Action. For the avoidance of doubt, the Reorganized Debtor Retained Causes of Action will include all Claims and Causes of Action (a) against any Entity that is a counterparty to an Executory Contract or Unexpired Lease assumed by the Debtors pursuant to sections 365 or 1123 of the Bankruptcy Code excluding such Executory Contracts or Unexpired Leases assumed and assigned to a purchaser pursuant to an Asset Sale, (b) on account of or arising under any contract or lease entered into after the Petition Date, (c) on account of any of the Debtors' postpetition ordinary-course-of-business accounts receivable, ~~and~~ (d) against any Governmental Unit (including, without limitation, on account of tax refunds), and (e) that are based solely on postpetition conduct, give rise to postpetition damages, and have not yet been discovered by the Debtors.

128. "Reorganized Parent" means Parent, or any successors thereto, by merger, consolidation, or otherwise, on and after the Final Effective Date, including any new holding company formed pursuant to the Restructuring Transactions to indirectly acquire the assets or equity of the Debtors.

129. "Required Backstop Parties" means, as of any date of determination, Backstop Parties committed to providing at least two-thirds of the aggregate backstop commitments pursuant to the Backstop Commitment Agreement.

130. "Required Consenting Lenders" means, as of any date of determination, Consenting Lenders holding a majority of the aggregate outstanding principal amount of the Second Lien Claims held by Consenting Lenders.

131. "Restructuring Support Agreement" means the Restructuring Support Agreement, dated as of August 14, 2015, as amended, supplemented, or otherwise modified from time to time in accordance with its terms, a copy of which is attached as Exhibit B to the *Disclosure Statement for the Joint Chapter 11 Plan of Reorganization of Samson Resources Corporation and Its Debtor Affiliates* [Docket No. 16].

132. “*Restructuring Transactions*” shall have the meaning set forth in Article IV.A.
133. “*Rights*” means the rights distributed to the Rights Offering Participants to purchase Rights Offering Units at the applicable Rights Exercise Price, pursuant to the Rights Offering Procedures.
134. “*Rights Exercise Price*” means the purchase price for each Rights Offering Unit in connection with the Rights Offering, equal to \$10.
135. “*Rights Offering*” means that certain offering of Rights to the Rights Offering Participants, to purchase the Rights Offering Stock, to be conducted in accordance with the Rights Offering Procedures.
136. “*Rights Offering Amount*” means Cash in the amount of \$60,000,000, gross new money contribution to the Settlement Trust to be funded pursuant to the Rights Offering and backstopped by the Backstop Parties.
137. “*Rights Offering Documents*” means, collectively, all related agreements, documents, or instruments in connection with the Rights Offering and the Backstop Commitment Agreement, the forms of which shall be included in the Plan Supplement, and shall be satisfactory in all respects to the Debtors and the Backstop Parties.
138. “*Rights Offering Participants*” means those holders of Second Lien Claims as of the Voting Record Date or Backstop Parties that are entitled to purchase Rights Offering Units pursuant to the Rights Offering Documents.
139. “*Rights Offering Procedures*” means the procedures governing the Rights Offering, which are included in the Plan Supplement, as such procedures may be amended, modified, or supplemented with the consent of the Debtors and the Required Backstop Parties.
140. “*Rights Offering Stock*” means 26.4 percent of all New Common Stock (subject to dilution for the Management Incentive Plan).
141. “*Rights Offering Unit*” means one share of the New Common Stock offered for sale in connection with the Rights Offering.
142. “*Schedule of Rejected Executory Contracts and Unexpired Leases*” means the schedule, in form and substance reasonably acceptable to the Debtors (including any amendments or modifications thereto) and the Second Lien Steering Committee, in consultation with the First Lien Agent, of certain Executory Contracts and Unexpired Leases, if any, to be rejected by the Debtors pursuant to the Plan, as set forth in the Plan Supplement, as amended by the Debtors with reasonable consent of the Second Lien Steering Committee from time to time prior to the Confirmation Date, in consultation with the First Lien Agent.
143. “*Schedules*” means, collectively, the schedules of assets and liabilities, schedules of Executory Contracts and Unexpired Leases, and statements of financial affairs Filed by the Debtors pursuant to section 521 of the Bankruptcy Code and in substantial accordance with the Official Bankruptcy Forms, as the same may have been amended, modified, or supplemented from time to time.
144. “*SEC*” means the United States Securities and Exchange Commission.
145. “*Second Lien Adequate Protection Claim*” means the Claim for adequate protection of the Second Lien Agent and Second Lien Secured Parties for postpetition diminution in value of the Second Lien Collateral.
146. “*Second Lien Agent*” means Deutsche Bank Trust Company Americas, in its capacity as successor administrative and collateral agent under the Second Lien Credit Agreement and the other Second Lien Loan Documents.

147. “*Second Lien Claims*” means all Claims against the Debtors arising under the Second Lien Loan Documents, which shall be Allowed in the aggregate principal amount of \$1,000,000,000, plus any accrued but unpaid interest payable thereon, as calculated in accordance with the Second Lien Credit Agreement (estimated to be \$11,527,778 as of the Petition Date).

148. “*Second Lien Collateral*” means all assets or property of the Debtors, including both tangible and intangible property or assets, in which the Second Lien Agent or Second Lien Secured Parties have or possess a valid, perfected, and enforceable security interest.

149. “*Second Lien Credit Agreement*” means that certain Credit Agreement, dated as of September 25, 2012, by and between Samson Investment Company, as borrower, the Second Lien Agent, and the Second Lien Lenders (as amended, restated, supplemented, or otherwise modified from time to time).

150. “*Second Lien Deficiency Claim*” means the portion of the Second Lien Claim constituting a general unsecured claim under section 506(a) of the Bankruptcy Code.

151. “*Second Lien Lenders*” means, collectively, the lenders from time to time party to the Second Lien Credit Agreement.

152. “*Second Lien Loan Documents*” means the Second Lien Credit Agreement and the other Loan Documents (as defined in the Second Lien Credit Agreement), and any other document related to or evidencing the loans and obligations thereunder.

153. “*Second Lien Secured Claim*” means any Second Lien Claim that is Secured.

154. “*Second Lien Secured Parties*” means the Second Lien Agent and the Second Lien Lenders.

155. “*Second Lien Steering Committee*” means that certain unofficial steering committee of Second Lien Lenders, as constituted from time to time, collectively holding or controlling voting rights with respect to a majority of the Second Lien Claims.

156. “*Section 510(b) Claims*” means any Claims arising from (a) rescission of a purchase or sale of a security of the Debtors or an Affiliate of the Debtors, (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.

157. “*Secured*” means when referring to a Claim, a Claim: (a) secured by a Lien on property in which the applicable Estate has an interest, which Lien is valid, perfected, and enforceable pursuant to applicable law or by reason of a 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 such 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) otherwise Allowed pursuant to the Plan as a Secured Claim.

158. “*Secured Tax Claims*” means any Secured Claim against any Debtor that, absent its secured status, would be entitled to priority in right of payment under section 507(a)(8) of the Bankruptcy Code (determined irrespective of time limitations), including any related Secured Claim for penalties.

159. “*Securities Act*” means the Securities Act of 1933, 15 U.S.C. §§ 77a–77aa, as amended, or any similar federal, state or local law.

160. “*Securities Exchange Act*” means the Securities Exchange Act of 1934, 15 U.S.C. §§ 78a–78nn, as amended.

161. “*Security*” shall have the meaning set forth in section 101(49) of the Bankruptcy Code.

162. “*Senior Noteholders*” means the holders of Senior Notes Claims.

163. “*Senior Notes*” means the 9.750 percent Senior Notes Due 2020, issued in the original principal amount of \$2,250,000,000 pursuant to the Senior Notes Indenture.

164. “*Senior Notes Claims*” means all Claims against the Debtors arising under the Senior Notes Indenture, which shall be Allowed in the aggregate principal amount of \$2,250,000,000, plus any accrued but unpaid interest payable thereon, as calculated in accordance with the Senior Notes Indenture (estimated to be \$129,439,629 as of the Petition Date).

165. “*Senior Notes Indenture*” means that certain Indenture, dated as of February 8, 2012, between Samson Investment Company, as issuer, certain of the Debtors as guarantors, and the Senior Notes Indenture Trustee (as amended, restated, supplemented, or otherwise modified from time to time), providing for the issuance of 9.750 percent Senior Notes Due 2020.

166. “*Senior Notes Indenture Trustee*” means Wilmington Trust, National Association, solely in its capacity as indenture trustee under the Senior Notes Indenture.

167. “*Settlement Trust*” means the trust or other legal entity established on the Initial Effective Date in accordance with the terms of this Plan and the Settlement Trust Agreement to, among other things: (a) directly or indirectly acquire the Settlement Trust Assets; (b) issue beneficial interests in the Settlement Trust to be distributed pursuant to this Plan; and (c) make certain distributions in accordance with this Plan; *provided* that any trustee(s) of the Settlement Trust shall be selected by the Committee and identified in the Plan Supplement (in the Settlement Trust Agreement or otherwise).

168. “*Settlement Trust Agreement*” means that certain trust agreement forming the Settlement Trust, which agreement shall be subject to the approval of the Committee and in form and substance reasonably acceptable to the Debtors.

169. “*Settlement Trust Assets*” means, collectively, the Settlement Trust Causes of Action, the Settlement Trust Cash Amount (including a Claim by the Settlement Trust for any shortfall of the Settlement Trust Cash Amount), the Settlement Trust Letter of Credit, the Contingent Value Right, and the Sponsor Management Fee Claims (to the extent the Committee elects to have the Sponsor Management Fee Claims assigned to the Settlement Trust under the Plan). For the avoidance of doubt, the Settlement Trust Assets shall not include the Reorganized Debtor Retained Causes of Action.

170. “*Settlement Trust Cash Amount*” means Cash in an amount equal to \$168,500,000, less the amount of the Settlement Trust Letter of Credit (if any); *provided* that, in the event the full Settlement Trust Cash Amount has not been contributed to the Settlement Trust prior to June 30, 2017, the Settlement Trust Cash Amount shall mean Cash in an amount equal to \$180,000,000, and any unpaid amount shall accrue simple interest beginning on June 30, 2017, at the rate of ten percent (10%) per annum until paid in full. For the avoidance of doubt, the Settlement Trust Cash Amount shall be funded, in part or in whole, from the Settlement Trust Unencumbered Cash as provided in the Plan.

171. “*Settlement Trust Causes of Action*” means (a) all Claims and Causes of Action held by or on behalf of any Debtor (or any assignee of any Debtor) against any Entity (except for any Claims or Causes of Action, alleged or otherwise, against the Released Parties) concerning, or on account of, the 2011 Acquisition and/or any transfer of an interest of any Debtor in property provided for thereunder, including any Claims to recover the value of such transferred property, Claims arising under the Bankruptcy Code, state fraudulent transfer statutes and claims arising under state law based upon negligence, breach of fiduciary duty, lender liability, Avoidance Actions, and/or other similar Claims concerning the 2011 Acquisition, and (b) the Settlement Trust Retained Causes of Action.

172. “*Settlement Trust Letter of Credit*” means the irrevocable letter of credit (if any) issued on the Final Effective Date in favor of the Settlement Trust, in an amount equal to the lesser of (a) \$15,000,000 and (b) the difference (if any) between \$168,500,000 and the Settlement Trust Cash Amount, which letter of credit may be drawn in the event the Debtors or the Reorganized Debtors, as applicable, do not pay to the Settlement Trust the difference (if any) between \$168,500,000 and the Settlement Trust Cash Amount on or before April 30, 2017.

173. “*Settlement Trust Recovery Proceeds*” means the net Cash proceeds (after payment and/or reimbursement of the Settlement Trust’s and Reorganized Debtors’ administrative costs) of any liquidation or monetization of the Settlement Trust Assets.

174. “*Settlement Trust Retained Causes of Action*” means all Claims and Causes of Action (including Avoidance Actions) held by or on behalf of any Debtor against any Entity (except for any Claims or Causes of Action, alleged or otherwise, against the Released Parties), excluding any Entity intended to do business with the Reorganized Debtors that the Debtors or the Reorganized Debtors (as applicable) identify as being costly or burdensome to replace in writing to the Committee on or before the Initial Effective Date. For the avoidance of doubt, the Settlement Trust Retained Causes of Action shall not include Claims or Causes of Action that are (a) are against any Entity that is a counterparty to an Executory Contract or Unexpired Lease assumed by the Debtors pursuant to sections 365 or 1123 of the Bankruptcy Code, ~~(b) excluding such Executory Contracts or Unexpired Leases assumed and assigned to a purchaser pursuant to an Asset Sale,~~ (b) are on account of or arising under any contract or lease entered into after the Petition Date, (c) are on account of any of the Debtors’ postpetition ordinary-course-of-business accounts receivable, ~~and~~ (d) are against any Governmental Unit (including, without limitation, on account of tax refunds), ~~and~~ (e) are based solely on postpetition conduct, give rise to pose petition damages, and have not yet been discovered by the Debtors.

175. “*Settlement Trust Unencumbered Cash*” means Cash held by the Debtors as of the Initial Effective Date in a segregated account to be established at a bank or financial institution that is not (and agrees not to become) a lender (or agent for lenders) to the Debtors and that is acceptable to the Committee and the U.S. Trustee, constituting proceeds of unencumbered assets, which shall be in an amount of at least \$100,000,000 and no greater than the Settlement Trust Cash Amount. One hundred percent (100%) of the Settlement Trust Unencumbered Cash shall be transferred by the Debtors on the Initial Effective Date to the Settlement Trust for the benefit of holders of Allowed General Unsecured Claims, and the Debtors shall not use or disburse any Settlement Trust Unencumbered Cash for any other purpose. Until the Final Effective Date, any additional Cash proceeds from the sale of unencumbered assets (less any professional fees and transaction costs payable in connection therewith) before or after the Initial Effective Date shall be added into the segregated account and subject to the same restrictions.

176. “*Sponsors*” means: (a) Crestview Advisors, L.L.C.; (b) Crestview Offshore Holdings II (892 Cayman), L.P.; (c) Crestview Offshore Holdings II (Cayman), L.P.; (d) Crestview Offshore Holdings II (FF Cayman), L.P.; (e) Crestview Partners (Cayman), LTD.; (f) Crestview Partners II (892 Cayman), L.P.; (g) Crestview Partners II (Cayman), L.P.; (h) Crestview Partners II (FF Cayman), L.P.; (i) Crestview Partners II (FF), L.P.; (j) Crestview Partners II (TE), L.P.; (k) Crestview Partners II CWGS (Cayman), L.P.; (l) Crestview Partners II CWGS (FF Cayman), L.P.; (m) Crestview Partners II GP, L.P.; (n) Crestview Partners II, L.P.; (o) Crestview Tulip Credit, LLC; (p) Crestview Tulip Holdings LLC; (q) Crestview Tulip Investors LLC; (r) Crestview, L.L.C.; (s) Kohlberg Kravis Roberts & Co. L.P.; (t) KKR 2006 Fund, L.P.; (u) KKR Samson Investors L.P.; (v) KKR Samson Investors GP LLC; (w) KKR 2006 Fund (Samson) L.P.; (x) KKR Samson SA Blocker L.P.; (y) KKR Fund Holdings L.P.; (z) KKR Partners III, L.P.; (aa) Operf Co-Investment LLC; (bb) Samson Aggregator GP LLC; (cc) Samson Aggregator L.P.; (dd) Samson Co-Invest I L.P.; (ee) Samson Co-Invest II L.P.; and (ff) Samson Co-Invest III L.P.

177. “*Sponsor Management Fee Claims*” means any Claims held by the applicable Sponsors arising under that certain consulting agreement, dated as of December 21, 2011, by and among Samson Resources Corporation, Kohlberg Kravis Roberts & Co. L.P., NGP Energy Capital Management, L.L.C., Crestview Advisors, L.L.C., and JD Rockies Resources Limited (as amended, modified, or supplemented from time to time), for any Advisory Fee” (as defined therein); *provided that*, on the Initial Effective Date, at the prior written election of the Committee, all Sponsor Management Fee Claims shall either be (a) waived and released by the applicable Sponsors or (b) Allowed as General Unsecured Claims and contributed by the Sponsors to the Settlement Trust; *provided further* that the Sponsors shall not be entitled to any recovery and shall receive no distribution under the Plan on account of the Sponsor Management Fee Claims.

178. “*Standing Motion*” means the *Motion of the Official Committee of Unsecured Creditors for Entry of Order Granting Exclusive Standing and Authority to Commence, Prosecute, and Settle Certain Claim and Causes of Action on Behalf of the Debtors’ Estates* [Docket No. 1250].

179. “*Status Conference*” shall have the meanings ascribed to it in Article IV.C of the Plan.

180. “*U.S. Trustee*” means the Office of the United States Trustee for the District of Delaware.

181. “*Unexpired Lease*” means a lease of nonresidential real property to which one or more of the Debtors is a party that is subject to assumption or rejection under sections 365 or 1123 of the Bankruptcy Code.

182. “*Unimpaired*” means, with respect to a Class of Claims or Interests, a Claim or an Interest that is unimpaired within the meaning of section 1124 of the Bankruptcy Code, including through payment in full in cash.

183. “*Voting Deadline*” means the deadline to submit ballots to accept or reject the Plan established by the order of the Court approving the Disclosure Statement.

B. *Rules of Interpretation*

For purposes herein: (1) in the appropriate context, each term, whether stated in the singular or the plural, shall include both the singular and the plural, and pronouns stated in the masculine, feminine, or neuter gender shall include the masculine, feminine, and the neuter gender; (2) except as otherwise provided, any reference herein to a contract, lease, instrument, release, indenture, or other agreement or document being in a particular form or on particular terms and conditions means that the referenced document shall be substantially in that form or substantially on those terms and conditions; (3) except as otherwise provided, any reference herein to an existing document or exhibit having been Filed or to be Filed shall mean that document or exhibit, as it may thereafter be amended, restated, supplemented, or otherwise modified in accordance with the terms of the Plan; (4) unless otherwise specified, all references herein to “Articles” are references to Articles of the Plan or hereto; (5) unless otherwise stated, the words “herein,” “hereof,” and “hereto” refer to the Plan in its entirety rather than to a particular portion of the Plan; (6) captions and headings to Articles are inserted for convenience of reference only and are not intended to be a part of or to affect the interpretation hereof; (7) the words “include” and “including,” and variations thereof, shall not be deemed to be terms of limitation, and shall be deemed to be followed by the words “without limitation;” (8) the rules of construction set forth in section 102 of the Bankruptcy Code shall apply; (9) any term used in capitalized form herein that is not otherwise defined but that is used in the Bankruptcy Code or the Bankruptcy Rules shall have the meaning assigned to that term in the Bankruptcy Code or the Bankruptcy Rules, as the case may be; and (10) any docket number references in the Plan shall refer to the docket number of any document Filed with the Court in the Chapter 11 Cases.

C. *Computation of Time*

Unless otherwise specifically stated herein, the provisions of Bankruptcy Rule 9006(a) shall apply in computing any period of time prescribed or allowed herein. If the date on which a transaction may occur pursuant to the Plan shall occur on a day that is not a Business Day, then such transaction shall instead occur on the next succeeding Business Day.

D. *Governing Law*

Unless a rule of law or procedure is supplied by federal law (including the Bankruptcy Code and Bankruptcy Rules) or unless otherwise specifically stated herein, the laws of the State of New York, without giving effect to the principles of conflict of laws, shall govern the rights, obligations, construction, and implementation of the Plan, any agreements, documents, instruments, or contracts executed or entered into in connection with the Plan (except as otherwise set forth in those agreements, in which case the governing law of such agreement shall control); *provided* that corporate or limited liability company governance matters relating to the Debtors or the Reorganized Debtors, as applicable, not incorporated or formed (as applicable) in New York shall be governed by the laws of the state of incorporation or formation (as applicable) of the applicable Debtor or Reorganized Debtor.

E. *Reference to Monetary Figures*

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

F. *Reference to the Debtors or the Reorganized Debtors*

Except as otherwise specifically provided in the Plan to the contrary, references in the Plan to the Debtors or the Reorganized Debtors shall mean the Debtors and the Reorganized Debtors, as applicable, to the extent the context requires.

G. *Controlling Document*

In the event of an inconsistency between the Plan and the Disclosure Statement, the terms of the Plan shall control in all respects. In the event of an inconsistency between the Plan and the Plan Supplement, the terms of the Plan shall control. In the event of an inconsistency between the Confirmation Order and the Plan, the Confirmation Order shall control.

**ARTICLE II.
ADMINISTRATIVE CLAIMS AND PRIORITY CLAIMS**

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

A. *Administrative Claims*

Except with respect to Administrative Claims that are Fee Claims and except to the extent that an Administrative Claim has already been paid during the Chapter 11 Cases or a holder of an Allowed Administrative Claim and the applicable Debtor(s) agree to less favorable treatment, each holder of an Allowed Administrative Claim shall be paid in full in Cash on the unpaid portion of its Allowed Administrative Claim on the latest of: (a) on or as soon as reasonably practicable after the Final Effective Date if such Administrative Claim is Allowed as of the Final Effective Date; (b) on or as soon as reasonably practicable after the date such Administrative Claim is Allowed; and (c) the date such Allowed Administrative Claim becomes due and payable, or as soon thereafter as is reasonably practicable; *provided* that Allowed Administrative Claims that arise in the ordinary course of the Debtors' businesses, including Claims held by Governmental Units for taxes incurred by the Debtors following the Petition Date (in accordance with section 503(b)(1)(D) of the Bankruptcy Code), shall be paid in the ordinary course of business in accordance with applicable law and the terms and subject to the conditions of any agreements governing, instruments evidencing, or other documents relating to such transactions. Notwithstanding the foregoing, no request for payment of an Administrative Claim need be Filed with respect to an Administrative Claim previously Allowed by Final Order. From and after the Initial Effective Date, the Second Lien Secured Parties shall be deemed to have waived any claim or recourse on account of the Second Lien Adequate Protection Claim against the Settlement Trust, the Settlement Trust Assets, and, to the extent necessary to fund the transfer of the Settlement Trust Assets to the Settlement Trust, other assets of the Debtors' Estates, and any Second Lien Adequate Protection Claim shall be subordinated in all respects to the obligation of the Debtors or the Reorganized Debtors, as applicable, to transfer all of the Settlement Trust Assets to the Settlement Trust. As of the Final Effective Date, the Second Lien Adequate Protection Claim shall be deemed compromised and satisfied in full pursuant to the Plan upon payment in full of the Second Lien Secured Parties' fees and expenses as set forth in Article IX.H of the Plan.

Except as otherwise provided in this Article II.A and except with respect to Administrative Claims that are Fee Claims, requests for payment of Allowed Administrative Claims must be Filed and served on the Reorganized Debtors pursuant to the procedures specified in the Confirmation Order and the notice of entry of the Confirmation Order no later than the Administrative Claims Bar Date. Holders of Administrative Claims that are required to, but do not, File and serve a request for payment of such Administrative Claims by such date shall be forever barred, estopped, and enjoined from asserting such Administrative Claims against the Debtors or their property and such

Administrative Claims shall be deemed discharged as of the Final Effective Date. Objections to such requests, if any, must be Filed and served on the Reorganized Debtors and the requesting party no later than 60 days after the Final Effective Date.

For the avoidance of doubt, nothing shall affect the obligation of each and every Debtor to pay the quarterly fees to the U.S. Trustee until such time as a particular Chapter 11 Case is closed, dismissed, or converted, and the U.S. Trustee shall not be required to file a Proof of Claim on account of such quarterly fees.

B. *Professional Compensation*

1. Professional Fee Escrow.

As soon as reasonably practicable after the Confirmation Date and no later than the Initial Effective Date, the Debtors shall establish the Professional Fee Escrow. The Debtors shall fund the Professional Fee Escrow with Cash equal to the Professional Fee Escrow Amount. The Professional Fee Escrow shall be funded no later than the Initial Effective Date and maintained in trust for the Professionals and shall not be considered property of the Debtors' Estates; *provided* that the Reorganized Debtors shall have a reversionary interest in the excess, if any, of the amount of the Professional Fee Escrow over the aggregate Allowed Fee Claims to be paid from the Professional Fee Escrow.

2. Final Fee Applications and Payment of Fee Claims.

All final requests for payment of Fee Claims incurred during the period from the Petition Date through the Confirmation Date, shall be Filed no later than 30 days after the Initial Effective Date. All Entities' respective rights (if any) to object to allowance or payment of all or any portion of any Fee Claims shall be preserved. After notice and a hearing in accordance with the procedures established by the Bankruptcy Code, Bankruptcy Rules and prior Court orders, the Allowed amounts of such Fee Claims shall be determined by the Court. The amount of Fee Claims owing to the Professionals shall be paid in Cash to such Professionals from funds held in the Professional Fee Escrow when such Claims are Allowed by a Final Order. To the extent that funds held in the Professional Fee Escrow are unable to satisfy the Allowed amount of Fee Claims owing to the Professionals, such Professionals shall have an Allowed Administrative Claim for any such deficiency, which shall be satisfied in accordance with Article II.A of the Plan. After all Fee Claims have been either paid in full or Disallowed, the Final Order allowing such Fee Claims shall direct the escrow agent to return any excess amounts to the Reorganized Debtors.

3. Estimation of Fees and Expenses.

To receive payment for unbilled fees and expenses incurred through the Confirmation Date, the Professionals shall estimate their Fee Claims before and as of the Confirmation Date and shall deliver such estimate to the Debtors no later than 10 days prior to the Initial Effective Date; *provided* that such estimate shall not be considered an admission with respect to the fees and expenses of such Professional and such Professionals are not bound to any extent by the estimates. If a Professional does not provide an estimate, the Debtors may estimate the unbilled fees and expenses of such Professional. The total amount so estimated shall be utilized by the Debtors to determine the Professional Fee Escrow Amount.

4. Post-Confirmation Date Fees and Expenses.

Except as otherwise specifically provided in or otherwise limited by the Plan, from and after the Confirmation Date, the Debtors shall, in the ordinary course of business and without any further notice to or action, order, or approval of the Court, pay in Cash the reasonable and documented legal, professional, or other fees and expenses incurred by the Debtors or the Committee up to the Initial Effective Date. Upon the Confirmation Date, any requirement that Professionals comply with sections 327 through 331 and 1103 of the Bankruptcy Code or the Interim Compensation Order in seeking retention or compensation for services rendered after such date shall terminate, and the Debtors, in consultation with the Second Lien Steering Committee, may employ and pay any Professional or Ordinary Course Professional in the ordinary course of business without any further notice to or action, order, or approval of the Court.

C. *Priority Tax Claims*

Except to the extent that a holder of an Allowed Priority Tax Claim agrees to a less favorable treatment, in full and final satisfaction, settlement, release, and discharge of and in exchange for each Allowed Priority Tax Claim, each holder of such Allowed Priority Tax Claim shall be treated in accordance with the terms set forth in section 1129(a)(9)(C) of the Bankruptcy Code. In the event an Allowed Priority Tax Claim is also a Secured Tax Claim, such Claim shall, to the extent it is Allowed, be treated as an Other Secured Claim if such Claim is not otherwise paid in full.

D. *Statutory Fees*

All fees due and payable pursuant to section 1930 of Title 28 of the U.S. Code prior to the Initial Effective Date shall be paid by the Debtors. On and after the Initial Effective Date, the Debtors or the Reorganized Debtors, as applicable shall pay any and all such fees when due and payable, and shall file with the Court quarterly reports in a form reasonably acceptable to the U.S. Trustee. Each Debtor shall remain obligated to pay quarterly fees to the U.S. Trustee until the earliest of that particular Debtor's case being closed, dismissed, or converted to a case under Chapter 7 of the Bankruptcy Code.

**ARTICLE III.
CLASSIFICATION AND TREATMENT OF CLAIMS AND INTERESTS**

A. *Summary of Classification*

Claims and Interests, except for Administrative Claims, Fee Claims, and Priority Tax Claims, are classified in the Classes set forth in this Article III. A Claim or Interest is classified in a particular Class only to the extent that the Claim or Interest qualifies within the description of that Class and is classified in other Classes to the extent that any portion of the Claim or Interest qualifies within the description of such other Classes. A Claim or Interest also is classified in a particular Class for the purpose of receiving distributions pursuant to the Plan only to the extent that such Claim is an Allowed Claim in that Class and has not been paid, released, or otherwise satisfied prior to the Initial Effective Date or the Final Effective Date (as applicable).

Except as provided below, the Plan constitutes a separate chapter 11 plan of reorganization for each Debtor and the classifications set forth in Classes 1 through 8 shall be deemed to apply to each Debtor, except for Class 9, which only applies to Parent. If substantive consolidation is ordered pursuant to Article IV.U of the Plan, each Class with respect to the Debtors shall vote as set forth in Article III of the Plan. If substantive consolidation is not ordered, each Class of Claims against or Interests in the Debtors shall be deemed to constitute separate sub-Classes of Claims against and Interests in each of the Debtors, as applicable, and each such sub-Class shall vote as a single separate Class for each of the Debtors, as applicable, and the confirmation requirements of section 1129 of the Bankruptcy Code must be satisfied separately with respect to each of the Debtors.

1. Class Identification

The classification of Claims and Interests against each Debtor (as applicable) pursuant to the Plan is as follows:

Class	Claim	Status	Voting Rights
1	Other Priority Claims	Unimpaired	Not Entitled to Vote (Presumed to Accept)
2	Other Secured Claims	Unimpaired	Not Entitled to Vote (Presumed to Accept)
3	First Lien Secured Claims	Impaired	Entitled to Vote
4	Second Lien Secured Claims	Impaired	Entitled to Vote
5	General Unsecured Claims	Impaired	Entitled to Vote
6	Section 510(b) Claims	Impaired	Not Entitled to Vote (Deemed to Reject)

Class	Claim	Status	Voting Rights
7	Intercompany Claims	Unimpaired/Impaired	Not Entitled to Vote (Presumed to Accept/Deemed to Reject)
8	Intercompany Interests	Unimpaired/Impaired	Not Entitled to Vote (Presumed to Accept/Deemed to Reject)
9	Interests in Parent	Impaired	Not Entitled to Vote (Deemed to Reject)

B. *Treatment of Claims and Interests*

1. Class 1 – Other Priority Claims

- a. *Classification:* Class 1 consists of all Allowed Other Priority Claims.
- b. *Treatment:* Except to the extent that a holder of an Allowed Other Priority Claim agrees to a less favorable treatment, in full and final satisfaction, compromise, settlement, release, and discharge of and in exchange for each Allowed Other Priority Claim, each such holder shall receive payment in full, in cash, of the unpaid portion of its Allowed Other Priority Claim on the Final Effective Date or as soon thereafter as reasonably practicable (or, if payment is not then due, shall be paid in accordance with its terms) or pursuant to such other terms as may be agreed to by the holder of an Allowed Other Priority Claim and the Debtors.
- c. *Voting:* Class 1 is Unimpaired under the Plan. Each holder of an Allowed Other Priority Claim will be conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, each holder of an Allowed Other Priority Claim will not be entitled to vote to accept or reject the Plan.

2. Class 2 – Other Secured Claims

- a. *Classification:* Class 2 consists of all Allowed Other Secured Claims.
- b. *Treatment:* On the Final Effective Date, except to the extent that a holder of an Allowed Other Secured Claim agrees to a less favorable treatment, in full and final satisfaction, compromise, settlement, release, and discharge of and in exchange for each Allowed Other Secured Claim, each such holder shall receive either (i) payment in full in cash of the unpaid portion of its Allowed Other Secured Claim on the Final Effective Date or as soon thereafter as reasonably practicable (or if payment is not then due, shall be paid in accordance with its terms), (ii) reinstatement pursuant to section 1124 of the Bankruptcy Code, or (iii) such other recovery necessary to satisfy section 1129 of the Bankruptcy Code.
- c. *Voting:* Class 2 is Unimpaired under the Plan. Each holder of an Allowed Other Secured Claim will be conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, each holder of an Allowed Other Secured Claim will not be entitled to vote to accept or reject the Plan.

3. Class 3 – First Lien Secured Claims

- a. *Classification:* Class 3 consists of all Allowed First Lien Secured Claims.
- b. *Allowance:* The First Lien Secured Claims shall be Allowed in the aggregate amount equal to \$945,831,987.70, not subject to any counterclaim, defense, offset, or reduction of any kind (except for valid setoffs under the First Lien Loan Documents), consisting of \$942,812,113.37 in principal amount drawn under the First Lien Credit Agreement, \$0 in face amount of undrawn Letters of Credit issued plus \$3,019,876.33 in obligations to Hedge Banks (through January 11, 2017) and any accrued but unpaid interest (at the non-

default contract rate), expenses, and any and all other obligations due or recoverable under the First Lien Credit Agreement payable thereon, as calculated in accordance with the First Lien Credit Agreement; *provided* that such amount shall be reduced by (i) valid setoffs under the First Lien Loan Documents and (ii) any amounts previously paid to the Holders of the First Lien Secured Claims on account of such Claims.

- c. *Treatment:* On the Final Effective Date, or as soon thereafter as reasonably practicable, except to the extent that a holder of an Allowed First Lien Secured Claim agrees to less favorable treatment, in full and final satisfaction, compromise, settlement, release, and discharge of and in exchange for each Allowed First Lien Secured Claim, each holder of an Allowed First Lien Secured Claim shall receive its Pro Rata distribution of:
 - i. the First Lien Cash Recovery; and
 - ii. (a) if such holder (x) votes to accept the Plan by the Voting Deadline or (y) votes to reject the Plan by the Voting Deadline and elects to receive its Pro Rata share in the Exit RBL Facility, then its Pro Rata share of the Exit Facility will be in the Exit RBL Facility; or

(b) if such holder (u) votes to reject the Plan by the Voting Deadline and elects to receive its Pro Rata share in the Exit Term Loan, (v) votes to reject the Plan by the Voting Deadline and makes no election as to whether to receive its Pro Rata share in the Exit RBL Facility or the Exit Term Loan, or (w) fails to properly submit a ballot by the Voting Deadline, then its Pro Rata share of the Exit Facility will be in the Exit Term Loan.
- d. *Voting:* Class 3 is Impaired under the Plan. Each holder of an Allowed First Lien Secured Claim will be will be entitled to vote to accept or reject the Plan.

4. Class 4 – Second Lien Secured Claims

- a. *Classification:* Class 4 consists of all Second Lien Secured Claims.
- b. *Allowance:* The Second Lien Secured Claims shall be Allowed in the aggregate amount equal to \$1,011,527,778, not subject to any counterclaim, defense, offset, or reduction of any kind, or such other amount as determined by the Court in connection with Confirmation.
- c. *Treatment:* On the Final Effective Date, or as soon thereafter as reasonably practicable, except to the extent that a holder of an Allowed Second Lien Secured Claim agrees to less favorable treatment, in full and final satisfaction, compromise, settlement, release, and discharge of and in exchange for each Allowed Second Lien Secured Claim, each holder of an Allowed Second Lien Secured Claim shall receive its Pro Rata distribution of:
 - i. 100 percent of the New Common Stock (subject to dilution for the Rights Offering Stock, the Backstop Fee, and the Management Incentive Plan); and
 - ii. the Rights to participate in the Rights Offering.
- d. *Voting:* Class 4 is Impaired under the Plan. Each holder of an Allowed Second Lien Secured Claim will be entitled to vote to accept or reject the Plan.

5. Class 5 – General Unsecured Claims

- a. *Classification:* Class 5 consists of all Allowed General Unsecured Claims.
- b. *Treatment:* On the Initial Effective Date, or as soon thereafter as reasonably practicable, except to the extent that a holder of an Allowed General Unsecured Claim agrees to less favorable treatment, in full and final satisfaction, compromise, settlement, release, and discharge of and in exchange for each Allowed General Unsecured Claim, each holder of an Allowed General Unsecured Claim shall receive its Pro Rata distribution of the beneficial interests in the Settlement Trust, entitling such holder to receive Settlement Trust Recovery Proceeds on account of such interests; *provided* that, on the Initial Effective Date, each holder of a Second Lien Deficiency Claim shall be deemed to have waived any recovery from the Settlement Trust and Settlement Trust Assets on account of and receive no distribution under the Plan with respect to such Second Lien Deficiency Claim; *provided, further*, that the Sponsors shall not be entitled to any recovery under the Plan and shall receive no distribution on account of the Sponsor Management Fee Claims, which Sponsor Management Fee Claims shall either be (i) waived and released by the applicable Sponsors or (ii) Allowed as General Unsecured Claims and contributed by the Sponsors to the Settlement Trust.
- c. *Voting:* Class 5 is Impaired under the Plan. Each holder of a General Unsecured Claim will be entitled to vote to accept or reject the Plan.

6. Class 6 – Section 510(b) Claims

- a. *Classification:* Class 6 consists of all Section 510(b) Claims.
- b. *Treatment:* On the Final Effective Date, each Section 510(b) Claim shall be cancelled without any distribution and such holders of Section 510(b) Claims will receive no recovery.
- c. *Voting:* Class 6 is Impaired under the Plan. Each holder of a 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 510(b) Claim will not be entitled to vote to accept or reject the Plan.

7. Class 7 – Intercompany Claims

- a. *Classification:* Class 7 consists of all Intercompany Claims.
- b. *Treatment:* Intercompany Claims may be Reinstated as of the Final Effective Date or, at the Debtors' or the Reorganized Debtors' option, in consultation with the First Lien Agent and the Second Lien Steering Committee, be cancelled, and no distribution shall be made on account of such Claims.
- c. *Voting:* Holders of Intercompany Claims are either Unimpaired, and such holders of Intercompany Claims conclusively are presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code, or Impaired, and such holders of Intercompany Claims are deemed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code. Therefore, each holder of an Intercompany Claim will not be entitled to vote to accept or reject the Plan.

8. Class 8 – Intercompany Interests

- a. *Classification:* Class 8 consists of all Intercompany Interests.
- b. *Treatment:* Intercompany Interests may be Reinstated as of the Final Effective Date or, at the Debtors' or the Reorganized Debtors' option, in consultation with the First Lien Agent and the Second Lien Steering Committee, be cancelled, and no distribution shall be made on account of such Interests.
- c. *Voting:* Holders of Intercompany Interests are either Unimpaired, and such holders of Intercompany Interests conclusively are presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code, or Impaired, and such holders of Intercompany Interests are deemed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code. Therefore, each holder of an Intercompany Interest will not be entitled to vote to accept or reject the Plan.

9. Class 9 – Interests in Parent

- a. *Classification:* Class 9 consists of all Interests in the Parent.
- b. *Treatment:* On the Final Effective Date, existing Interests in the Parent shall be deemed canceled and extinguished, and shall be of no further force and effect, whether surrendered for cancellation or otherwise, and there shall be no distribution to holders of Interests in the Parent on account of such Interests.
- c. *Voting:* Class 9 is Impaired under the Plan. Each holder of an Interest in Parent will be conclusively deemed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code. Therefore, each holder of an Interest in the Parent will not be entitled to vote to accept or reject the Plan.

C. *Special Provision Governing Unimpaired Claims*

Nothing under the Plan shall affect the Debtors' rights in respect of any Unimpaired Claims, including all rights in respect of legal and equitable defenses to or setoffs or recoupment against any such Unimpaired Claims.

D. *Confirmation Pursuant to Sections 1129(a)(10) and 1129(b) of the Bankruptcy Code*

The Debtors reserve the right to seek Confirmation of the Plan pursuant to section 1129(b) of the Bankruptcy Code with respect to any rejecting Class of Claims or Interests.

E. *Elimination of Vacant Classes*

Any Class of Claims or Interests that does not have a holder of an Allowed Claim or Allowed Interest or a Claim or Interest temporarily Allowed by the Court as of the date of the Confirmation Hearing 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.

F. *Voting Classes; Presumed Acceptance by Non-Voting Classes*

If a Class contains Claims or Interests eligible to vote and no holders of Claims or Interests eligible to vote in such Class vote to accept or reject the Plan, the Plan shall be presumed accepted by the holders of such Claims or Interests in such Class.

G. *Presumed Acceptance and Rejection of the Plan*

To the extent the Classes of Intercompany Claims and Intercompany Interests are cancelled, each holder of a Claim or Interest in such Classes is deemed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code and is not entitled to vote to accept or reject the Plan. To the extent the Classes of Intercompany Claims and Intercompany Interests are Reinstated, each holder of a Claim or Interest in such Classes is presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code and is not entitled to vote to accept or reject the Plan.

H. *Intercompany Interests*

To the extent Reinstated under the Plan, distributions on account of Intercompany Interests are not being received by holders of such Intercompany Interests on account of their Intercompany Interests but for the purposes of administrative convenience, for the ultimate benefit of the holders of New Common Stock, and in exchange for the Debtors' and Reorganized Debtors' agreement under the Plan to make certain distributions to the holders of Allowed Claims. For the avoidance of doubt, any Interest in Non-Debtor Subsidiaries owned by a Debtor shall continue to be owned by the applicable Reorganized Debtor.

I. *Subordinated Claims*

The allowance, classification, and treatment of all Allowed Claims and Allowed Interests and the respective distributions and treatments under the Plan take into account and conform to the relative priority and rights of the Claims and Interests in each Class in connection with any contractual, legal, and equitable subordination rights relating thereto, whether arising under general principles of equitable subordination, section 510(b) of the Bankruptcy Code, or otherwise, including, without limitation, the Intercreditor Agreement. Pursuant to section 510 of the Bankruptcy Code, the Debtors or Reorganized Debtors reserve the right to re-classify any Allowed Claim or Interest in accordance with any contractual, legal, or equitable subordination relating thereto.

**ARTICLE IV.
MEANS FOR IMPLEMENTATION OF THE PLAN**

A. *Restructuring Transactions*

From and after the Initial Effective Date, the Reorganized Debtors may take all actions as may be necessary or appropriate to effect any transaction described in, approved by, contemplated by, or necessary to effectuate the Plan (the "Restructuring Transactions"), such actions to effectuate the Plan shall be taken in consultation with the First Lien Agent, and the Second Lien Steering Committee, and (without limiting the Debtors' obligations under Article IV.W), solely with respect to the Restructuring Transactions to take place on or before the Initial Effective Date, the Committee, including: (1) the execution and delivery of any appropriate agreements or other documents of merger, consolidation, restructuring, conversion, disposition, transfer, dissolution, or liquidation containing terms that are consistent with the terms of the Plan, and that satisfy the requirements of applicable law and any other terms to which the applicable Entities may agree; (2) 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; (3) the filing of appropriate certificates or articles of incorporation, reincorporation, merger, consolidation, conversion, or dissolution pursuant to applicable state law; (4) if determined by the Debtors and consented to by the Second Lien Steering Committee, all transactions necessary to provide for the purchase of substantially all of the assets or Interests of any of the Debtors, which purchase may be structured as a taxable transaction for United States federal income tax purposes; (5) all transactions necessary to effectuate the issuance of the New Common Stock and the execution and delivery of the Limited Liability Company Agreement; (6) the execution and delivery of the Exit Facility Documents and any hedging transactions effectuated or entered into thereunder or in connection therewith; (7) any hedging transactions effectuated or entered into by the Debtors before the Final Effective Date; (8) the execution and delivery of the Asset Sales Documentation and effectuation of the Asset Sales not previously consummated pursuant to an order of the Court, if any; (9) the Rights Offering and the execution and delivery of the Rights Offering Documents (including the Backstop Commitment Agreement); (10) all transactions necessary to establish the Settlement Trust;

and (11) all other actions that the applicable Entities determine to be necessary or appropriate, including making filings or recordings that may be required by applicable law.

B. *Sources of Consideration for Plan Distributions*

The Reorganized Debtors shall fund distributions under the Plan as follows:

1. Cash on Hand

The Reorganized Debtors shall use Cash on hand to fund distributions to certain holders of Claims against the Debtors.

2. Asset Sales

On or before the Final Effective Date, the Debtors shall effectuate the Asset Sales not previously consummated pursuant to an order of the Court, if any, pursuant to the Asset Sales Documentation. The Reorganized Debtors shall use the net Cash proceeds of the Asset Sales in accordance with the definition of "Asset Sales."

3. Issuance and Distribution of New Common Stock

On, or as soon as reasonably practicable after, the Final Effective Date, the Reorganized Debtors shall issue the New Common Stock. Notwithstanding anything to the contrary in Article VI herein, the New Common Stock distributed pursuant to the Plan shall be distributed via a stock transfer agent reasonably acceptable to the Second Lien Steering Committee, which stock transfer agent shall be retained by the Debtors prior to the Final Effective Date. The Second Lien Agent shall have no responsibility for distributing the New Common Stock.

The issuance of the New Common Stock, including options, or other equity awards, if any, reserved under the Management Incentive Plan, shall be authorized without the need for any further corporate action and without any further action by the holders of Claims or Interests.

All of the shares of New Common Stock issued pursuant to the Plan shall be duly authorized, validly issued, fully paid, and non-assessable. Each distribution and issuance of the New Common Stock under the Plan 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.

4. Exit Facility

On the Final Effective Date, the Reorganized Debtors shall enter into the Exit Facility. The terms of the Exit Facility will be set forth in the Exit Facility Documents.

Among other things, the Exit Facility Documents shall provide for: (a) a \$2.8 million fee payable upon the maturity, pay-off, or refinancing of the Exit Facility; (b) no other front-end or commitment fee payable upon emergence; (c) an aggregate principal amount for the Exit Facility of at least \$280 million; and (d) a maturity date such that the term of the Exit Facility, measured from the Final Effective Date, shall be 30 months.

The Exit RBL Facility shall be a reserve-based first lien, first-out revolving credit facility on the terms set forth in the Exit Facility Documents (which shall include, without limitation, the documentary terms and conditions set forth in the Exit Facility Credit Agreement), with initial borrowings equal to (a) the amount of the Allowed First Lien Secured Claims minus the First Lien Cash Recovery, multiplied by (b) the Pro Rata share of Allowed First Lien Secured Claims held by holders of Allowed First Lien Secured Claims that (x) vote to accept the Plan by the Voting Deadline or (y) vote to reject the Plan by the Voting Deadline and elect to receive their Pro Rata share of the Exit RBL Facility in accordance with Article III.B.3.c.ii(a), each of the foregoing unless otherwise agreed by the

Reorganized Debtors, and other terms acceptable to the Reorganized Debtors, the Second Lien Agent (in consultation with the Second Lien Steering Committee), and the First Lien Agent.

The Exit Term Loan (if any) shall be a first-lien, last-out term loan, on the terms set forth in the Exit Facility Documents (which shall include, without limitation, the documentary terms and conditions set forth in the Exit Facility Credit Agreement), in the aggregate principal amount equal to the amount of the Allowed First Lien Secured Claims minus the sum of (a) the First Lien Cash Recovery and (b) the amount outstanding on the Exit RBL Facility on the Final Effective Date, each of the foregoing unless otherwise agreed by the Reorganized Debtors, the Second Lien Steering Committee and the First Lien Agent, and other terms acceptable to the Reorganized Debtors, the Second Lien Steering Committee and the First Lien Agent.

Confirmation shall be deemed 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 Debtors or the Reorganized Debtors in connection therewith), to the extent not approved by the Court previously, and the Reorganized Debtors are authorized to execute and deliver those documents necessary or appropriate to obtain the Exit Facility, including the Exit Facility Documents, without further notice to or order of the Court, act or action under applicable law, regulation, order, or rule or vote, consent, authorization, or approval of any Person, subject to such modifications as the Reorganized Debtors may deem to be necessary to consummate the Exit Facility.

5. Rights Offering

The Plan provides that the Rights Offering Amount will be raised through the Rights Offering. On the Final Effective Date, the Reorganized Debtors shall consummate the Rights Offering, through which each Rights Offering Participant shall have the opportunity, subject to the terms and conditions set forth in the Plan and the Rights Offering Procedures, to purchase the Rights Offering Units pursuant to the Rights Offering Documents. The Backstop Parties will backstop the Rights Offering Amount in accordance with the terms and conditions of the Backstop Commitment Agreement.

6. Contribution of Settlement Trust Assets

On the Initial Effective Date, the Debtors shall transfer one hundred percent (100%) of the then-existing Settlement Trust Unencumbered Cash, the Contingent Value Right, and the Settlement Trust Causes of Action to the Settlement Trust for the benefit of holders of Allowed General Unsecured Claims, which assets shall vest in the Settlement Trust. The Debtors shall not use the Settlement Trust Unencumbered Cash for any other purpose. On the Initial Effective Date, the Settlement Trust shall be authorized to make distributions to holders of Allowed General Unsecured Claims and may commence prosecution of the Settlement Trust Causes of Action.

On the Final Effective Date, the Reorganized Debtors shall transfer the remainder of the Settlement Trust Cash Amount that is due (less the face amount of any Settlement Trust Letter of Credit delivered on the Final Effective Date) to the Settlement Trust. Notwithstanding anything in the Plan to the contrary, the right of the Settlement Trust to receive Cash in the full amount of the Settlement Trust Cash Amount shall not be defeated, regardless of whether the Final Effective Date has occurred.

The Settlement Trust shall be administered in accordance with the Settlement Trust Agreement and shall have the standing and authority to enforce any obligations to it under the Plan; *provided* that the costs of administering the Settlement Trust and all fees and expenses incurred by and on behalf of the Settlement Trust shall be charged against the Settlement Trust Assets subject to the terms of the Settlement Trust Agreement. Notwithstanding anything in the Plan to the contrary, the Reorganized Debtors shall have no obligation to provide any funds or financing to the Settlement Trust, other than the obligation to contribute the Settlement Trust Assets, and under no circumstances will the expenses of the Settlement Trust be paid or reimbursed by the Debtors or the Reorganized Debtors, as applicable.

All documents relating to recoveries to holders of Allowed General Unsecured Claims, including the Settlement Trust Agreement, shall be subject to approval of the Committee. Any trustee(s) of the Settlement Trust shall be selected by the Committee.

If the Settlement Trust Unencumbered Cash on the Initial Effective Date is greater than the Settlement Trust Cash Amount, the Cash in excess of such amount shall be retained by the Debtors or the Reorganized Debtors, as applicable.

7. Sponsor Management Fee Claims

On the Initial Effective Date, at the prior written election of the Committee, all Sponsor Management Fee Claims shall either be (a) waived and released by the applicable Sponsors or (b) Allowed as General Unsecured Claims and contributed by the Sponsors to the Settlement Trust.

C. *Post-Confirmation Marketing Process and Asset Sales*

If (a) Confirmation and the Initial Effective Date have occurred and (b) the Debtors or the Reorganized Debtors, as applicable, have not transferred the Settlement Trust Cash Amount to the Settlement Trust, in each case by April 15, 2017, the Debtors and/or the Committee may propose marketing and sale procedures, pursuant to which, subject to Court approval on notice and a hearing, the Debtors may be ordered to sell assets to raise funds necessary to fully fund the Settlement Trust Cash Amount.

To the extent necessary to fully fund the Settlement Trust Cash Amount, the Debtors shall execute on and proceed with asset sales as required and all proceeds of such asset sales (after the payment of reasonably related transaction costs) shall first be paid to the Settlement Trust up to the Settlement Trust Cash Amount; *provided* that the Second Lien Secured Parties (in their sole discretion) shall have the right to pay Cash to the Settlement Trust in an amount sufficient to fully fund the Settlement Trust Cash Amount without the need to consummate any asset sales.

D. *Compromise and Satisfaction of the Second Lien Adequate Protection Claim*

From and after the Initial Effective Date, the Second Lien Secured Parties shall be deemed to have waived any claim or recourse on account of the Second Lien Adequate Protection Claim against the Settlement Trust, the Settlement Trust Assets, and, to the extent necessary to fund the transfer of the Settlement Trust Assets to the Settlement Trust, other assets of the Debtors' Estates, and any Second Lien Adequate Protection Claim shall be subordinated in all respects to the obligation of the Debtors or the Reorganized Debtors, as applicable, to transfer all of the Settlement Trust Assets to the Settlement Trust. As of the Final Effective Date, the Second Lien Adequate Protection Claim shall be deemed compromised and satisfied in full pursuant to the Plan upon payment in full of the Second Lien Secured Parties' fees and expenses as set forth in Article IX.H of the Plan.

E. *Commodity Hedges*

On the Final Effective Date, except as otherwise agreed between the Debtors and the applicable Hedge Bank(s), the Debtors' existing commodity hedging agreements with such Hedge Banks entered into prior to the Petition Date will be monetized and contributed to the First Lien Cash Recovery.

As soon as reasonably practicable after the Final Effective Date, the Reorganized Debtors shall enter into additional commodity hedging agreements on commercially reasonable terms sufficient to hedge an appropriate percentage (to be determined by the New Board of Reorganized Parent) of their monthly projected natural gas and oil production (calculated separately) for the years 2017–2018 from proved developing producing reserves as reflected on the last delivered reserve report and in accordance with any obligations to do so under the Exit Facility.

F. *Corporate Existence*

Except as otherwise provided in the Plan or any agreement, instrument, or other document incorporated in the Plan or the Plan Supplement, each Debtor shall continue to exist after the Initial Effective Date as a separate corporation, limited liability company, partnership, or other form of entity, as the case may be, with all the powers of a corporation, limited liability company, partnership, or other form of entity, as the case may be, pursuant to the applicable law in the jurisdiction in which each applicable Debtor is incorporated or formed and pursuant to the respective certificate of incorporation and by-laws (or other analogous formation documents) in effect before the Initial Effective Date, except to the extent such certificate of incorporation and bylaws (or other analogous formation documents) are amended by the Plan or otherwise (including in connection with any conversion of the Reorganized Parent to a limited liability company), and to the extent such documents are amended, such documents are deemed to be amended pursuant to the Plan and require no further action or approval (other than any requisite filings required under applicable state, provincial, or federal law).

G. *Vesting of Assets in the Reorganized Debtors*

Except as otherwise provided in the Plan or any agreement, instrument, or other document incorporated in the Plan or the Plan Supplement, on the Final Effective Date, all property in each Estate, all Reorganized Debtor Retained Causes of Action, and any property acquired by any of the Debtors, including Interests held by the Debtors in non-Debtor subsidiaries, pursuant to the Plan shall vest in each respective Reorganized Debtor, free and clear of all Liens, Claims, charges, or other encumbrances and free and clear of General Unsecured Claims, which will have recourse solely against the Settlement Trust Assets. On and after the Initial Effective Date, except as otherwise provided in the Plan, each Debtor or Reorganized Debtor may operate its business and may use, acquire, or dispose of property, and compromise or settle any Claims, Interests, or Causes of Action without supervision or approval by the Court and free of any restrictions of the Bankruptcy Code or Bankruptcy Rules. Notwithstanding the foregoing, on and as of the Initial Effective Date, the Settlement Trust Unencumbered Cash, the Contingent Value Right, the Sponsor Management Fee Claims (to the extent so elected by the Committee), and the Settlement Trust Causes of Action shall, pursuant to this Plan and the Settlement Trust Agreement, vest in the Settlement Trust, free and clear of all Liens, Claims against, charges or other encumbrances and shall be deemed transferred by the respective Debtor to the Settlement Trust (in each case, except as otherwise provided in this Plan). On and as of the Final Effective Date, the remainder of the Settlement Trust Assets shall, pursuant to this Plan and the Settlement Trust Agreement, vest in the Settlement Trust, free and clear of all Liens, Claims against, charges or other encumbrances and shall be deemed transferred by the respective Debtor to the Settlement Trust (in each case, except as otherwise provided in this Plan).

H. *Cancellation of Existing Securities*

Except as otherwise provided in the Plan or any agreement, instrument, or other document incorporated in the Plan or the Plan Supplement, on the Final Effective Date: (1) the obligations of the Debtors under the First Lien Credit Agreement, the Second Lien Loan Documents, the Senior Notes Indenture, and any other certificate, share, note, bond, indenture, purchase right, option, warrant, or other instrument or document, directly or indirectly, evidencing or creating any indebtedness or obligation of or ownership interest in the Debtors giving rise to any Claim or Interest (except such certificates, notes, or other instruments or documents evidencing indebtedness or obligations of the Debtors that are specifically Reinstated pursuant to the Plan, including but not limited to all security agreements, mortgages and other collateral documents) shall be cancelled solely as to the Debtors and the Reorganized Debtors shall not have any continuing obligations thereunder, except with regard to the amounts owed under the First Lien Credit Agreement that is replaced and becomes an obligation under the Exit Facility, which shall be come due and owing by the Reorganized Debtors; and (2) the obligations of the Debtors pursuant, relating, or pertaining to any agreements, indentures, certificates of designation, bylaws, or certificate or articles of incorporation or similar documents governing the shares, certificates, notes, bonds, purchase rights, options, warrants, or other instruments or documents evidencing or creating any indebtedness or obligation of the Debtors (except such agreements, certificates, notes, or other instruments evidencing indebtedness or obligations of the Debtors that are specifically Reinstated pursuant to the Plan) shall be released and discharged; *provided* that notwithstanding anything herein to the contrary, Confirmation, or the occurrence of the Initial Effective Date or the Final Effective Date, any such indenture or agreement that governs the rights of the holder of a Claim or Interest shall continue in effect solely for purposes of enabling holders of Allowed Claims and Allowed Interests to receive

distributions under the Plan as provided herein and permitting the Senior Notes Indenture Trustee to maintain or assert any rights or charging liens it may have on distributions to holders of Allowed Senior Notes Claims pursuant to the terms of the Senior Notes Indenture; *provided, further*, that the preceding proviso shall not affect the discharge of Claims or Interests pursuant to the Bankruptcy Code, the Confirmation Order, or the Plan or result in any expense or liability to the Reorganized Debtors, except to the extent set forth in or provided for under this Plan; *provided, further*, that nothing in this section shall effect a cancellation of any New Common Stock or Intercompany Interests. Notwithstanding the foregoing, the Second Lien Loan Documents shall continue in effect solely with respect to any obligations thereunder governing the relationship between the Second Lien Lenders and the Second Lien Agent (including, but not limited to, those provisions relating to the Second Lien Agents' rights to expense reimbursement, indemnification, and similar amounts) or that may survive the termination or maturity of the Second Lien Loan Documents in accordance with the terms thereof.

On and after the Final Effective Date, all duties and responsibilities of the First Lien Agent under the First Lien Loan Documents, the Second Lien Agent under the Second Lien Loan Documents, and the Senior Notes Indenture Trustee under the Senior Notes Indenture, as applicable, shall be discharged unless otherwise specifically set forth in or provided for under the Plan, the Plan Supplement, or the Exit Facility Documents.

If the record holder of the Senior Notes is DTC or its nominee or another securities depository or custodian thereof, and such Senior Notes are represented by a global security held by or on behalf of DTC or such other securities depository or custodian, then each such holder of the Senior Notes shall be deemed to have surrendered such holder's note, debenture or other evidence of indebtedness upon surrender of such global security by DTC or such other securities depository or custodian thereof.

I. *Corporate Action*

From and after the Initial Effective Date, all actions contemplated by the Plan shall be deemed authorized and approved by the Court in all respects, including, as applicable: (1) the issuance of the New Common Stock; (2) selection of the directors and officers for Reorganized Parent and the other Reorganized Debtors; (3) adoption of the Management Incentive Plan by the New Board of the Reorganized Parent; (4) implementation of the Restructuring Transactions; (5) the execution and delivery of the Exit Facility Documents; (6) entry into the Backstop Commitment Agreement; (7) conducting the Rights Offering, and (8) all other actions contemplated by the Plan (whether to occur before, on, or after the Initial Effective Date or the Final Effective Date). From and after the Initial Effective Date, all matters provided for in the Plan involving the corporate structure of Reorganized Parent and the other Reorganized Debtors, and any corporate action required by the Debtors, Reorganized Parent, or the other Reorganized Debtors in connection with the Plan shall be deemed to have occurred and shall be in effect, without any requirement of further action by the security holders, directors, or officers of the Debtors, Reorganized Parent or the other Reorganized Debtors. The appropriate officers of the Debtors, Reorganized Parent, or the other Reorganized Debtors shall be authorized and (as applicable) directed to issue, execute, and deliver the agreements, documents, securities, and instruments contemplated by the Plan (or necessary or desirable to effect the transactions contemplated by the Plan) in the name of and on behalf of Reorganized Parent and the other Reorganized Debtors, including the Exit Facility Documents, and any and all other agreements, documents, securities, and instruments relating to the foregoing, to the extent not previously authorized by the Court. The authorizations and approvals contemplated by this Article IV.I shall be effective notwithstanding any requirements under non-bankruptcy law.

J. *New Organizational Documents*

To the extent required under the Plan or applicable nonbankruptcy law, Reorganized Parent and the other Reorganized Debtors will file their respective New Organizational Documents with the applicable Secretaries of State and/or other applicable authorities in their respective states, provinces, or countries of incorporation in accordance with the corporate laws of the respective states, provinces, or countries of incorporation. Pursuant to section 1123(a)(6) of the Bankruptcy Code, the New Organizational Documents of the Reorganized Debtors will prohibit the issuance of non-voting equity securities. After the Final Effective Date, Reorganized Parent and the other Reorganized Debtors, as applicable, may amend and restate their respective New Organizational Documents and other constituent documents as permitted by the laws of their respective states, provinces, or countries of incorporation and their respective New Organizational Documents.

K. *Directors and Officers of the Reorganized Debtors*

As of the Final Effective Date, the term of the current members of the board of directors of the Debtors shall expire, and the initial boards of directors, including the New Board, as well as the officers of each of the Reorganized Debtors, shall be appointed in accordance with the New Organizational Documents and other constituent documents of each Reorganized Debtor. The initial New Board of the Reorganized Parent shall have five directors, consisting of: (1) the Chief Executive Officer of Reorganized Parent; and (2) four directors selected by the Second Lien Steering Committee. Successors will be elected in accordance with the New Organizational Documents of Reorganized Parent.

Pursuant to section 1129(a)(5) of the Bankruptcy Code, the Debtors will, to the extent practicable, disclose in advance of the Confirmation Hearing the identity and affiliations of any Person proposed to serve on the initial New Board, as well as those Persons that will serve as an officer of Reorganized Parent or any of the Reorganized Debtors. To the extent any such director or officer is an “insider” under the Bankruptcy Code, the nature of any compensation to be paid to such director or officer will also be disclosed. Each such director and officer shall serve from and after the Final Effective Date pursuant to the terms of the New Organizational Documents and other constituent documents of Reorganized Parent and the Reorganized Debtors.

L. *Effectuating Documents; Further Transactions*

On and after the Final Effective Date, Reorganized Parent, the Reorganized Debtors, and the officers and members of the New Board thereof, are authorized to and may issue, execute, deliver, file, or record such contracts, Securities, instruments, releases, and other agreements or documents and take such actions as may be necessary or appropriate to effectuate, implement, and further evidence the terms and conditions of the Plan and the Securities issued pursuant to the Plan, including the New Common Stock, in the name of and on behalf of Reorganized Parent or the Reorganized Debtors, without the need for any approvals, authorization, or consents except those expressly required pursuant to the Plan.

M. *Exemption from Certain Taxes and Fees*

Pursuant to section 1146(a) of the Bankruptcy Code, any transfers of property pursuant hereto shall not be subject to any stamp tax or similar tax, and upon entry of the Confirmation Order, the appropriate state or local governmental officials or agents shall forgo the collection of any such tax or governmental assessment and accept for filing and recordation any of the foregoing instruments or other documents pursuant to such transfers of property without the payment of any such tax, recordation fee, or governmental assessment.

N. *Preservation of Causes of Action*

In accordance with section 1123(b) of the Bankruptcy Code, but subject in all respects to Article IV.B, Article IV.O, and Article VIII hereof, the Reorganized Debtors (or the Settlement Trust, as applicable) shall retain and may enforce all rights to commence and pursue, as appropriate, any and all Causes of Action, whether arising before or after the Petition Date, including any actions specifically enumerated in the Plan Supplement, and such rights to commence, prosecute, or settle such Causes of Action shall be preserved notwithstanding the occurrence of the Initial Effective Date or the Final Effective Date. The Reorganized Debtors (or the Settlement Trust, as applicable) may pursue such Causes of Action, as appropriate, in accordance with the best interests of the Reorganized Debtors. **No Entity may rely on the absence of a specific reference in the Plan, the Plan Supplement, or the Disclosure Statement to any Causes of Action against it as any indication that the Debtors or the Reorganized Debtors will not pursue any and all available Causes of Action against it. The Debtors or the Reorganized Debtors, as applicable, expressly reserve all rights to prosecute any and all Causes of Action against any Entity, except as otherwise expressly provided in the Plan.** Unless any Causes of Action against an Entity are expressly waived, relinquished, exculpated, released, compromised, or settled in the Plan or a Court order, the Debtors or Reorganized Debtors, as applicable, expressly reserve all Causes of Action, for later adjudication, and, therefore, no preclusion doctrine, including the doctrines of res judicata, collateral estoppel, issue preclusion, claim preclusion, estoppel (judicial, equitable, or otherwise), or laches, shall apply to such Causes of Action upon, after, or as a consequence of the Confirmation or Consummation.

In accordance with section 1123(b)(3) of the Bankruptcy Code, except as otherwise provided herein, any Causes of Action that a Debtor may hold against any Entity (including, for the avoidance of doubt, any claim which remains if a Plan release is not approved by the Confirmation Order), shall vest in the Reorganized Debtors. The applicable Reorganized Debtors, through their authorized agents or representatives, shall retain and may exclusively enforce any and all such Causes of Action. 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 such Causes of Action, and to decline to do any of the foregoing without the consent or approval of any third party or further notice to or action, order, or approval of the Court.

O. *Release of Avoidance Actions; Validity of Liens*

On the Initial Effective Date, the Debtors, on behalf of themselves and their estates, shall release any and all Avoidance Actions, except for the Settlement Trust Causes of Action, and the Debtors and the Reorganized Debtors, and any of their successors or assigns and any Entity acting on behalf of the Debtors or the Reorganized Debtors shall be deemed to have waived the right to pursue any and all such released Avoidance Actions.

P. *Director and Officer Liability Insurance*

As of the Initial Effective Date, the Reorganized Debtors shall be deemed to have assumed all D&O Liability Insurance Policies with respect to the Debtors' directors, managers, officers, and employees serving on or prior to the Initial Effective Date pursuant to section 365(a) of the Bankruptcy Code; *provided* that, for the avoidance of doubt, there are no Cure Claims payable in connection with any D&O Liability Insurance Policies related to unpaid premiums. Entry of the Confirmation Order will constitute the Court's approval of the Reorganized Debtors' assumption of each of the D&O Liability Insurance Policies. Notwithstanding anything to the contrary contained in the Plan, Confirmation of the Plan shall not discharge, impair, or otherwise modify any indemnity obligations assumed by the foregoing assumption of the D&O Liability Insurance Policies, and each such indemnity obligation will be deemed and treated as an Executory Contract that has been assumed by the Reorganized Debtors under the Plan as to which no Proof of Claim need be filed.

Before the Petition Date, the Debtors obtained tail coverage (i.e., director, manager, and officer insurance coverage that extends beyond the end of the policy period) under a D&O Liability Insurance Policy for the current and former directors, officers, and managers (the "D&O Tail Coverage"). After the Final Effective Date, the Reorganized Debtors shall not terminate or otherwise reduce the coverage under any D&O Liability Insurance Policy (including such D&O Tail Coverage) in effect, and all members, managers, directors, and officers of the Debtors who served in such capacity at any time prior to the Initial Effective Date of the Plan shall be entitled to the full benefits of any such policy for the full term of such policy regardless of whether such members, managers, directors, and/or officers remain in such positions after the Initial Effective Date of the Plan subject to the terms and conditions of such insurance coverage. Notwithstanding anything to the contrary in this paragraph, (a) under no circumstances shall Insurers be required to pay any amounts within a self-insured retention except in accordance with the applicable Insurance Contract, and (b) subject to and without limiting the Indemnification Obligations, in no event shall the Reorganized Debtors be responsible for paying any premiums, self-insured retentions, deductibles or other amounts that may be due or otherwise become due under such D&O Tail Coverage (including as a result of any such claim against the policy) or the liability of the Debtors under the operation of the D&O Tail Coverage.

Q. *Management Incentive Plan; Performance Award Program*

The Plan Supplement will include the terms of a Management Incentive Plan, to be negotiated by the Debtors and the Second Lien Steering Committee. If the Management Incentive Plan is an equity-based award plan, up to 10 percent of the New Common Stock (on a fully diluted basis) shall be reserved for awards to management of the Reorganized Debtors and the New Board of the Reorganized Parent. The form and timing of additional Management Incentive Plan grants, if any, will be determined by the compensation committee of the New Board of the Reorganized Parent.

Confirmation of the Plan shall authorize the Debtors to make all payments pursuant to the Performance Award Program for the first calendar quarter of 2017, and, on the Final Effective Date or such other date contemplated by the Performance Award Program, the Reorganized Debtors shall make all such payments. The

performance metrics, targets, and award opportunities for the Performance Award Program for the first calendar quarter of 2017 are set forth in the Disclosure Statement. The Plan constitutes a motion to approve the first calendar quarter of 2017 Performance Award Program. Any earned and unpaid Performance Award Program award shall be deemed due and payable in accordance with the Performance Award Program, and all such amounts shall constitute Allowed Administrative Claims without the need for any participant to file and serve a request for payment of such Administrative Claim pursuant to Article II of the Plan.

R. *Employee and Retiree Benefits*

Unless otherwise set forth in the Schedule of Rejected Executory Contracts and Unexpired Leases included in the Plan Supplement, which schedule is subject to the reasonable consent of the Second Lien Steering Committee, in consultation with the First Lien Agent, all employment, severance, retirement, indemnification, and other similar employee-related agreements or arrangements in place as of the Final Effective Date with the Debtors' and the Non-Debtor Subsidiaries', including retirement income plans and welfare benefit plans, or discretionary bonus plans or variable incentive plans regarding payment of a percentage of annual salary based on performance goals and financial targets for certain employees, shall be assumed by the Reorganized Debtors and shall remain in place after the Final Effective Date, as may be amended, pursuant to the applicable terms of the relevant such agreements, arrangements, programs, or plans, by agreement between the beneficiaries of such agreements, plans, or arrangements, on the one hand, and the Debtors, on the other hand, or, after the Final Effective Date, by agreement with the Reorganized Debtors, and the Reorganized Debtors will continue to honor such agreements, arrangements, programs, and plans; *provided* that the foregoing shall not apply to any equity-based compensation, agreement, or arrangement existing as of the Final Effective Date. Nothing in the Plan shall limit, diminish, or otherwise alter the Reorganized Debtors' defenses, claims, 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 Final 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.

S. *Preservation of Hydrocarbon Interests*

Notwithstanding any other provision in the Plan, on and after the Final Effective Date, all Hydrocarbon Interests shall be preserved and remain in full force and effect in accordance with the terms of the granting instruments or other governing documents applicable to such Hydrocarbon Interests, and no Hydrocarbon Interests shall be compromised or discharged by the Plan.

T. *Claims Administration Responsibilities*

Except as otherwise specifically provided in the Plan, after the Initial Effective Date, the Reorganized Debtors (and, solely with respect to General Unsecured Claims, the Settlement Trust), or any party administering the Claims shall have the sole authority, but is not required, to: (1) file, withdraw or litigate to judgment objections to Claims or Interests; (2) settle or compromise any Disputed Claim without any further notice to or action, order or approval by the Court; and (3) administer and adjust the Claims Register to reflect any such settlements or compromises without any further notice to or action, order or approval by the Court.

U. *No Substantive Consolidation*

The Plan shall serve as a motion by the Debtors seeking entry of an order substantively consolidating each of the Estates of the Debtors into a single consolidated Estate solely for the limited purposes of voting, Confirmation, and distribution. For the avoidance of doubt, the Plan shall not serve as a motion by the Debtors seeking entry of an order substantively consolidating the Debtors for any other purposes. Notwithstanding anything in this Article IV.U of the Plan, all distributions under the Plan shall be made in accordance with Article VI of the Plan.

If the Debtors' estates are substantively consolidated in accordance with this Article IV.U, then, on and after the Final Effective Date, all assets and liabilities (including Allowed Claims) of the Debtors shall be treated as though they were merged into one Estate solely for purposes of voting, Confirmation, and distribution. The limited

substantive consolidation described herein shall not affect the legal and organizational structure of the Debtors, the Reorganized Debtors, or their separate corporate existences or any prepetition or postpetition guarantees, Liens, or security interests that are required to be maintained under the Bankruptcy Code, under the Plan, or, with respect to Executory Contracts or Unexpired Leases that were assumed or entered into during the Chapter 11 Cases. **Moreover, any alleged defaults under any applicable agreement with the Debtors, the Reorganized Debtors, or their respective Affiliates arising from substantive consolidation under the Plan shall be deemed cured as of the Final Effective Date.**

If the Debtors' Estates are not substantively consolidated in accordance with this Section, then (1) the Plan shall be deemed to constitute a separate sub-plan for each of the Debtors and each Class of Claims against or Interests in the Debtors shall be deemed to constitute separate sub-Classes of Claims against and Interests in each of the Debtors, as applicable, (2) the confirmation requirements of section 1129 of the Bankruptcy Code must be satisfied separately with respect to each sub-plan, (3) any Claim against any of the Debtors shall be treated as a Claim only against the applicable Debtor, as applicable, for purposes of voting and Confirmation, (4) such Claims shall be administered as provided in the Plan, and (5) the Debtors shall not, nor shall they be required to, re-solicit votes with respect to the Plan, nor will the failure of the Court to approve limited substantive consolidation of the Debtors alter the distributions set forth in the Plan.

Notwithstanding the substantive consolidation provided for herein, nothing shall affect the obligation of each and every Debtor to pay the quarterly fees to the U.S. Trustee until such time as a particular Chapter 11 Case is closed, dismissed, or converted.

V. *Transfer of Assets and Causes of Action to Settlement Trust*

Subject to definitive guidance from the IRS or a court of competent jurisdiction to the contrary, the Settlement Trust is intended to be treated as a "liquidation trust" for U.S. federal income tax purposes pursuant to Treasury Regulation section 301-7701-4(d), and that the trustee(s) of the Settlement Trust will take position on the Settlement Trust's tax return accordingly. For U.S. federal income tax purposes, the transfer of assets to the Settlement Trust will be deemed to occur as (a) a first-step transfer of the Settlement Trust Assets to the holders of Class 5 Claims and (b) a second-step transfer by such Holders to the Settlement Trust. As a result, the transfer of the Settlement Trust Assets to the Settlement Trust should be a taxable transaction, and the Debtors should recognize gain or loss equal to the difference between the tax basis and fair value of such assets. As soon as possible after the transfer of the Settlement Trust Assets to the Settlement Trust, the trustee(s) of the Settlement Trust shall make a good faith valuation of the Settlement Trust Assets. This valuation will be made available from time to time, as relevant for tax reporting purposes. Each of the Debtors, the trustee(s) of the Settlement Trust, and the holders of Claims receiving interests in the Settlement Trust shall take consistent positions with respect to the valuation of the Settlement Trust Assets, and such valuations shall be utilized for all U.S. federal income tax purposes. The Settlement Trust shall in no event be dissolved later than three (3) years from the creation of such Settlement Trust unless the Bankruptcy Court, upon motion within the six (6) month period prior to the third (3rd) anniversary (or within the six (6) month period prior to the end of an extension period), determines that a fixed period extension (not to exceed three (3) years, together with any prior extensions, without a favorable private letter ruling from the IRS or an opinion of counsel satisfactory to the trustee(s) of the Settlement Trust that any further extension would not adversely affect the status of the trust as a liquidating trust for United States federal income tax purposes) is necessary to facilitate or complete the recovery and liquidation of the Settlement Trust Assets.

With respect to amounts, if any, in a reserve for disputed claims (a "Disputed Claims Reserve"), the Debtors expect that such account will be treated as a "disputed ownership fund" governed by Treasury Regulation Section 1.468B-9, that any appropriate elections with respect thereto shall be made, and that such treatment will also be applied to the extent possible for state and local tax purposes. Under such treatment, a separate federal income tax return shall be filed with the IRS for the Disputed Claims Reserve and will be subject to tax annually on a separate entity basis. Any taxes (including with respect to interest, if any, earned in the account, or any recovery on the portion of assets allocable to such account in excess of the Disputed Claims Reserve's basis in such assets) imposed on such account shall be paid out of the assets of the respective account (and reductions shall be made to amounts disbursed from the account to account for the need to pay such taxes).

W. *Committee and Settlement Trust Consultation*

Notwithstanding anything to the contrary in the Plan, the Debtors will consult (before the Initial Effective Date) with the Committee and (on and after the Initial Effective Date and until the Final Effective Date) with the Settlement Trust regarding the Plan, the Plan Supplement, the Restructuring Transactions, and the Debtors' progress toward implementation of the Restructuring Transactions and occurrence of the Final Effective Date, including with respect to the transfer of all of the Settlement Trust Assets to the Settlement Trust.

**ARTICLE V.
TREATMENT OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES**

A. *Assumption and Rejection of Executory Contracts and Unexpired Leases*

On the Final Effective Date, except as otherwise provided in the Plan, all Executory Contracts or Unexpired Leases will be deemed assumed and assigned to the Reorganized Debtors in accordance with the provisions and requirements of sections 365 and 1123 of the Bankruptcy Code, other than: (1) those that are identified on the Schedule of Rejected Executory Contracts and Unexpired Leases; (2) those that have been previously rejected by a Final Order; (3) those that are the subject of a motion or notice to reject Executory Contracts or Unexpired Leases that is filed by the Debtors and pending on the Final Effective Date and as may be requested by and subject to the consent of the Debtors and the Second Lien Steering Committee (not to be unreasonably withheld), in consultation with the First Lien Agent; or (4) those that are subject to a motion to reject an Executory Contract or Unexpired Lease filed by the Debtors and pursuant to which the requested effective date of such rejection is after the Final Effective Date.

Entry of the Confirmation Order shall constitute a Court order approving the assumptions, assignments and rejections of such Executory Contracts or Unexpired Leases as set forth in the Plan or the Schedule of Rejected Executory Contracts and Unexpired Leases, pursuant to sections 365(a) and 1123 of the Bankruptcy Code. Unless otherwise indicated, assumptions or rejections of Executory Contracts and Unexpired Leases pursuant to the Plan are effective as of the Final Effective Date. Each Executory Contract or Unexpired Lease assumed pursuant to the Plan or by Court order but not assigned to a third party before the Initial Effective Date shall re-vest in and be fully enforceable by the applicable contracting Reorganized Debtor in accordance with its terms, except as such terms may have been modified by the provisions of the Plan or any order of the Court authorizing and providing for its assumption under applicable federal law. Any motions to assume Executory Contracts or Unexpired Leases pending on the Final Effective Date shall be subject to approval by a Final Order of the Court on or after the Final Effective Date.

B. *Claims Based on Rejection of Executory Contracts or Unexpired Leases*

Except as otherwise provided in this Plan or the Confirmation Order, proofs of Claim with respect to Claims arising from the rejection of Executory Contracts or Unexpired Leases, if any, must be filed with the Court within thirty (30) days after the date of entry of an order of the Court (including the Confirmation Order) approving such rejection. **Any Claims arising from the rejection of an Executory Contract or Unexpired Lease not Filed within such time will be automatically Disallowed, forever barred from assertion, and shall not be enforceable against, as applicable, the Debtors, the Reorganized Debtors, the Settlement Trust, the Estates, or property of the foregoing parties, without the need for any objection by the Debtors, the Reorganized Debtors, or the Settlement Trust, as applicable, or further notice to, or action, order, or approval of the Court or any other Entity, and any Claim arising out of the rejection of the Executory Contract or Unexpired Lease shall be deemed fully satisfied, released, and discharged, notwithstanding anything in the Schedules or a Proof of Claim to the contrary.** Claims arising from the rejection of the Debtors' Executory Contracts or Unexpired Leases shall be classified as General Unsecured Claims and shall be treated in accordance with Article III.B.5 of the Plan, as applicable.

C. *Cure of Defaults for Assumed Executory Contracts and Unexpired Leases*

Any monetary defaults under an Executory Contract or Unexpired Lease, as reflected on the Cure Notice shall be satisfied, pursuant to section 365(b)(1) of the Bankruptcy Code, by payment of the default amount in Cash on the Final Effective Date or as soon as reasonably practicable thereafter, subject to the limitations described below, or on such other terms as the parties to such Executory Contracts or Unexpired Leases may otherwise agree. In the event of a dispute regarding (1) the amount of any payments to cure such a default, (2) the ability of the Reorganized Debtors or any assignee, to provide “adequate assurance of future performance” (within the meaning of section 365 of the Bankruptcy Code) under the Executory Contract or Unexpired Lease to be assumed, or (3) any other matter pertaining to assumption, the cure payments required by section 365(b)(1) of the Bankruptcy Code shall be made following the entry of a Final Order or orders resolving the dispute and approving the assumption.

At least 14 days before the Confirmation Hearing, the Debtors shall distribute, or cause to be distributed, Cure Notices of proposed assumption and proposed amounts of Cure Claims to the applicable third parties. Any objection by a counterparty to an Executory Contract or Unexpired Lease to a proposed assumption or related cure amount must be Filed, served and actually received by the Debtors at least seven (7) days before the Confirmation Hearing. Any counterparty to an Executory Contract or Unexpired Lease that fails to object timely to the proposed assumption or cure amount will be deemed to have assented to such assumption or cure amount. Notwithstanding anything herein to the contrary, in the event that any Executory Contract or Unexpired Lease is removed from the Schedule of Rejected Executory Contracts and Unexpired Leases after such 14-day deadline, a Cure Notice of proposed assumption and proposed amounts of Cure Claims with respect to such Executory Contract or Unexpired Lease will be sent promptly to the counterparty thereof and a noticed hearing set to consider whether such Executory Contract or Unexpired Lease can be assumed.

In any case, if the Court determines that the Allowed Cure Claim with respect to any Executory Contract or Unexpired Lease is greater than the amount set forth in the applicable Cure Notice, the Debtors or Reorganized Debtors, as applicable, subject to the reasonable consent of the First Lien Agent and the Second Lien Steering Committee, will have the right to add such Executory Contract or Unexpired Lease to the Schedule of Rejected Executory Contracts and Unexpired Leases in which case such Executory Contract or Unexpired Lease will be deemed rejected as of the Final Effective Date; *provided* that Proofs of Claim with respect to Claims arising from such rejection of Executory Contracts or Unexpired Leases must be Filed with the Court within 30 days after the date such Executory Contracts or Unexpired Leases are added to the Schedule of Rejected Executory Contracts and Unexpired Leases.

Assumption of any Executory Contract or Unexpired Lease pursuant to the Plan or otherwise 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 any time before the date that the Debtors assume such Executory Contract or Unexpired Lease.

D. *Indemnification Obligations*

The Debtors and Reorganized Debtors shall assume the Indemnification Obligations for the current and former directors and the officers who served in such capacity at any time after or within the 12 months prior to the Petition Date, in their capacities as such, and such Indemnification Obligations shall not be modified, reduced, discharged, impaired, or otherwise affected in any way. Notwithstanding the foregoing, nothing shall impair the ability of Reorganized Debtors to modify indemnification obligations (whether in the bylaws, certificates or incorporate or formation, limited liability company agreements, other organizational or formation documents, board resolutions, indemnification agreements, employment contracts, or otherwise) arising after the Final Effective Date; *provided* that none of the Reorganized Debtors shall amend and/or restate any New Organizational Documents before or after the Final Effective Date to terminate or adversely affect any of the Reorganized Debtors’ Indemnification Obligations; *provided, further*, that neither the Debtors nor the Reorganized Debtors shall assume any of the Indemnification Obligations for any of the Debtors’ directors or officers before the 2011 Acquisition or the holders of Preferred Interests nor for any Person that is subject to any of the Settlement Trust Causes of Action. For the avoidance of doubt, no Released Party is or shall be subject to the Settlement Trust Causes of Action.

E. *Insurance Contracts*

Notwithstanding anything to the contrary in the Disclosure Statement, the Plan, the Plan Supplement, the Confirmation Order, any other document related to any of the foregoing, or any other order of the Bankruptcy Court (including, without limitation, any other provision that purports to be preemptory or supervening, or grants an injunction or release), (i) all of the Debtors' Insurance Contracts are treated as and deemed to be Executory Contracts under the Plan, (ii) on the Initial Effective Date, the Reorganized Debtors shall be deemed to have assumed all Insurance Contracts and obligations thereunder in their entirety pursuant to sections 105 and 365 of the Bankruptcy Code, (iii) there are no Cure Claims related to unpaid premiums payable in connection with any of the Insurance Contracts, (iv) there shall be no requirement or need for any Insurer to file a Proof of Claim, Cure Claim, or Administrative Claim on account of the Insurance Contracts, regardless of when the underlying claim arose, and (v) nothing alters the terms and conditions of the Insurance Contracts.

F. *Modifications, Amendments, Supplements, Restatements, or Other Agreements*

Unless otherwise provided in the Plan, each Executory Contract or Unexpired Lease that is assumed shall include all modifications, amendments, supplements, restatements, or other agreements that in any manner affect such Executory Contract or Unexpired Lease, and Executory Contracts and Unexpired Leases related thereto, if any, including easements, licenses, permits, rights, privileges, immunities, options, rights of first refusal, and any other interests, unless any of the foregoing agreements has been previously rejected or repudiated or is rejected or repudiated under the Plan.

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

G. *Reservation of Rights*

Neither the exclusion nor inclusion of any Executory Contract or Unexpired Lease on the Schedule of Rejected Executory Contracts and Unexpired Leases, nor anything contained in the Plan, shall constitute an admission by the Debtors that any such contract or lease is in fact an Executory Contract or Unexpired Lease or that 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, after the Final Effective Date, the Reorganized Debtors shall have thirty (30) days following entry of a Final Order resolving such dispute to alter their treatment of such contract or lease, including electing to reject such Executory Contract.

H. *Nonoccurrence of Final Effective Date*

In the event that the Final Effective Date does not occur, the Court shall retain jurisdiction with respect to any request to extend the deadline for assuming or rejecting Unexpired Leases pursuant to section 365(d)(4) of the Bankruptcy Code.

I. *Contracts and Leases Entered into After the Final Effective Date*

Contracts and leases entered into after the Petition Date by any Debtor, including any Executory Contracts and Unexpired Leases assumed by such Debtor, will be performed by the applicable Debtor or Reorganized Debtor liable thereunder in the ordinary course of its business (unless and to the extent expressly provided otherwise in any such contract or lease). Accordingly, such contracts and leases (including any assumed Executory Contracts and Unexpired Leases) that have not been rejected as of the date of Confirmation will survive and remain unaffected by entry of the Confirmation Order.

**ARTICLE VI.
PROVISIONS GOVERNING DISTRIBUTIONS**

A. *Timing and Calculation of Amounts to Be Distributed*

Unless otherwise provided in the Plan, on the Final Effective Date or as soon as reasonably practicable thereafter (or, if a Claim is not an Allowed Claim on the Final Effective Date, on the date that such Claim becomes Allowed or as soon as reasonably practicable thereafter), each holder of an Allowed Claim (or such holder's affiliate) shall receive the full amount of the distributions that the Plan provides for Allowed Claims in each applicable Class; *provided* that distributions to holders of First Lien Secured Claims and Second Lien Secured Claims shall occur on the Final Effective Date; *provided further* that distributions of beneficial interests in the Settlement Trust to holders of Allowed General Unsecured Claims shall occur on the Initial Effective Date or as soon as reasonably practicable thereafter. In the event that any payment or act under the Plan is required to be made or performed on a date that is not a Business Day, then the making of such payment or the performance of such act may be completed on the next succeeding Business Day, but shall be deemed to have been completed as of the required date. If and to the extent that there are Disputed Claims, distributions on account of any such Disputed Claims shall be made pursuant to the provisions set forth in Article VII of the Plan. Except as otherwise provided in the Plan, holders of Claims shall not be entitled to interest, dividends, or accruals on the distributions provided for in the Plan, regardless of whether such distributions are delivered on or at any time after the Final Effective Date.

B. *Delivery of Distributions and Undeliverable or Unclaimed Distributions*

1. Delivery of Distributions

a. Delivery of Distributions to First Lien Agent

Except as otherwise provided in the Plan, all distributions to holders of First Lien Secured Claims shall be governed by the First Lien Credit Agreement and shall be deemed completed when made to the First Lien Agent, which shall be deemed to be the holder of all First Lien Secured Claims for purposes of distributions to be made hereunder. The First Lien Agent shall hold or direct such distributions for the benefit of the holders of Allowed First Lien Secured Claims, as applicable in accordance with the applicable terms and conditions of the First Lien Credit Agreement. As soon as practicable in accordance with the requirements set forth in this Article VI, the First Lien Agent shall arrange to deliver such distributions to or on behalf of such holders of Allowed First Lien Secured Claims.

b. Delivery of Distributions to Second Lien Agent

Except as otherwise provided in the Plan or as reasonably requested by the Second Lien Agent, all distributions to holders of Second Lien Claims shall be governed by the Second Lien Credit Agreement and shall be deemed completed when made to the Second Lien Agent, which shall be deemed to be the holder of all Second Lien Claims for purposes of distributions to be made hereunder. The Second Lien Agent shall hold or direct such distributions for the benefit of the holders of Second Lien Claims, as applicable in accordance with the applicable terms and conditions of the Second Lien Credit Agreement. As soon as practicable in accordance with the requirements set forth in this Article VI, the Second Lien Agent shall arrange to deliver such distributions to or on behalf of such holders of Allowed Second Lien Claims. All reasonable and documented fees and expenses of the Second Lien Agent arising in connection with the Confirmation and Consummation of the Plan, including, without limitation, with respect to distributions made to holders of Second Lien Claims hereunder, which remain unpaid as of the Final Effective Date (or accrue thereafter) shall be paid by the Reorganized Debtors in the ordinary course of business following the Final Effective Date.

c. Delivery of Distributions to Senior Notes Indenture Trustee

Except as otherwise provided in the Plan or reasonably requested by the Senior Notes Indenture Trustee, all distributions to holders of Senior Notes Claims shall be deemed completed when made to the Senior Notes Indenture Trustee, which shall be deemed to be the holder of all Senior Notes Claims for purposes of distributions to be made

hereunder. The Senior Notes Indenture Trustee shall hold or direct such distributions for the benefit of the holders of Allowed Senior Notes Claims, as applicable. As soon as practicable in accordance with the requirements set forth in this Article VI, the Senior Notes Indenture Trustee shall arrange to deliver such distributions to or on behalf of such holders of Allowed Senior Notes Claims. The Senior Notes Indenture Trustee may make such distributions via transfer through the facilities of DTC and shall be entitled to recognize and deal for all purposes under the Plan with beneficial holders of the Senior Notes Claims to the extent consistent with the customary practices of DTC.

d. Delivery of Distributions in General

Except as otherwise provided in the Plan, distributions to holders of Allowed Claims (other than holders of First Lien Secured Claims and Second Lien Claims) or Interests shall be made to holders of record as of the Distribution Record Date by the Reorganized Debtors or the Settlement Trust (solely with respect to General Unsecured Claims), as applicable: (1) to the signatory set forth on any of the Proofs of Claim Filed by such holder or other representative identified therein (or at the last known addresses of such holder if no Proof of Claim is Filed or if the Debtors have been notified in writing of a change of address); (2) 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; (3) 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; or (4) on any counsel that has appeared in the Chapter 11 Cases on the holder's behalf. Subject to this Article VI, distributions under the Plan on account of Allowed Claims shall not be subject to levy, garnishment, attachment, or like legal process, so that each holder of an Allowed Claim shall have and receive the benefit of the distributions in the manner set forth in the Plan. The Debtors, the Reorganized Debtors, and the Settlement Trust shall not incur any liability whatsoever on account of any distributions under the Plan except for gross negligence or willful misconduct.

2. Minimum Distributions

No fractional shares of New Common Stock shall be distributed, and no Cash shall be distributed in lieu of such fractional amounts. When any distribution pursuant to the Plan on account of an Allowed Claim would otherwise result in the issuance of a number of shares of New Common Stock that is not a whole number, the actual distribution of shares of New Common Stock shall be rounded as follows: (a) fractions of one-half or greater shall be rounded to the next higher whole number and (b) fractions of less than one-half shall be rounded to the next lower whole number with no further payment therefore. The total number of authorized shares of New Common Stock to be distributed pursuant to the Plan shall be adjusted as necessary to account for the foregoing rounding in consideration of the maximum percentage of New Common Stock allocated to any particular constituency.

No holder of an Allowed Claim entitled to a distribution of \$50 or less shall be entitled to receive a distribution until the earlier of (a) as soon as reasonably practicable after the aggregate distributions owed to such holder on account of Allowed Claims held by such holder exceed \$50 and (b) the final distribution to holders of Allowed Claims.

3. Undeliverable Distributions and Unclaimed Property

In the event that any distribution to any holder is returned as undeliverable, no distribution to such holder shall be made unless and until the Reorganized Debtors or the Settlement Trust, as applicable, have determined the then-current address of such holder, at which time such distribution shall be made to such holder without interest; *provided* that such distributions shall be deemed unclaimed property under section 347(b) of the Bankruptcy Code at the expiration of one year from the Final Effective Date. After such date, all unclaimed property or interests in property shall be redistributed Pro Rata (it being understood that, for purposes of this Article VI.B.3, "Pro Rata" shall be determined as if the Claim underlying such unclaimed distribution had been Disallowed) without need for a further order by the Court (notwithstanding any applicable federal, provincial, or state escheat, abandoned, or unclaimed property laws to the contrary), and the Claim of any holder to such property or Interest in property shall be discharged and forever barred.

C. *Securities Registration Exemption*

Pursuant to section 1145 of the Bankruptcy Code and/or applicable or applicable securities laws exemptions including without limitation section 4(a)(2) of the Securities Act and/or Regulation D promulgated thereunder, the offering, issuance, and distribution of the New Common Stock issued to holders of Allowed Second Lien Claims, the Rights Offering Units, and the shares of New Common Stock issued to the Backstop Parties as the Backstop Fee shall be exempt from, among other things, the registration requirements of section 5 of the Securities Act and any other applicable state or federal law requiring registration and/or prospectus delivery or qualification prior to the offering, issuance, distribution, or sale of Securities. In addition, under section 1145 of the Bankruptcy Code, such securities will be freely tradable in the United States by the recipients thereof, subject to the provisions of section 1145(b)(1) of the Bankruptcy Code relating to the definition of an underwriter in section 2(a)(11) of the Securities Act, and compliance with applicable securities laws and any rules and regulations of the Securities and Exchange Commission, if any, applicable at the time of any future transfer of such securities and subject to any restrictions in the Reorganized Debtors' New Organizational Documents.

Should the Reorganized Debtors elect on or after the Final Effective Date to reflect any ownership of the New Common Stock through the facilities of the DTC, the Reorganized Debtors need not provide any further evidence other than the Plan or the Confirmation Order with respect to the treatment of the New Common Stock or under applicable securities laws.

The DTC shall be required to accept and conclusively rely upon the Plan and Confirmation Order in lieu of a legal opinion regarding whether the New Common Stock is exempt from registration and/or eligible for DTC book-entry delivery, settlement, and depository services.

Notwithstanding anything to the contrary in the Plan, no entity (including, for the avoidance of doubt, the DTC) may require a legal opinion regarding the validity of any transaction contemplated by the Plan, including, for the avoidance of doubt, whether the New Common Stock is exempt from registration and/or eligible for DTC book-entry delivery, settlement, and depository services.

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 Initial Effective Date or the Final Effective Date contemplated by or in furtherance of this Plan (including the Limited Liability Company Agreement) 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 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).

D. *Compliance with Tax Requirements*

In connection with the Plan, to the extent applicable, Reorganized Parent, the Reorganized Debtors, and the Settlement Trust shall comply with all tax withholding and reporting requirements imposed on them by any Governmental Unit, and all distributions pursuant to the Plan shall be subject to such withholding and reporting requirements. Notwithstanding any provision in the Plan to the contrary, the Reorganized Debtors or the Settlement Trust, as applicable, 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 or the Settlement Trust, as applicable, reserve the right to allocate all distributions made under the Plan in compliance with applicable wage garnishments, alimony, child support, and other spousal awards, liens, and encumbrances.

E. *Allocations*

Distributions in respect of Allowed Claims shall be allocated first to the principal amount of such Claims (as determined for federal income tax purposes) and then, to the extent the consideration exceeds the principal amount of the Claims, to any portion of such Claims for accrued but unpaid interest as Allowed herein.

F. *No Postpetition Interest on Claims*

Unless otherwise specifically provided for in an order of the Court, the Plan, the Confirmation Order, or documents executed as required by this Plan, or required by applicable bankruptcy law, postpetition interest shall not accrue or be paid on any Claims or Interests and no holder of a Claim or Interest shall be entitled to interest accruing on or after the Petition Date on any such Claim.

G. *Setoffs and Recoupment*

The Debtors, the Reorganized Debtors, or the Settlement Trust, as applicable, may, but shall not be required to, setoff against or recoup from any Claims of any nature whatsoever that the Debtors, the Reorganized Debtors, or the Settlement Trust may have against the claimant, but neither the failure to do so nor the allowance of any Claim hereunder shall constitute a waiver or release by the Debtors, the Reorganized Debtors, or the Settlement Trust of any such Claim it may have against the holder of such Claim.

H. *Claims Paid or Payable by Third Parties*

1. Claims Paid by Third Parties

The Debtors or the Reorganized Debtors (or solely with respect to General Unsecured Claims, the Settlement Trust), as applicable, shall reduce in full a Claim, and such Claim shall be Disallowed without a Claim objection having to be Filed and without any further notice to or action, order, or approval of the Court, to the extent that the holder of such Claim receives payment in full on account of such Claim from a party that is not a Debtor, a Reorganized Debtor, or the Settlement Trust; *provided* that the Debtors shall provide 21 days' notice to the holder prior to any disallowance of such Claim during which period the holder may object to such disallowance, and if the parties cannot reach an agreed resolution, the matter shall be decided by the Court. Subject to the last sentence of this paragraph, to the extent a holder of a Claim receives a distribution on account of such Claim and receives payment from a party that is not a Debtor, a Reorganized Debtor, or the Settlement Trust on account of such Claim, such holder shall, within fourteen days of receipt thereof, repay or return the distribution to the Reorganized Debtors or Settlement Trust to the extent the holder's total recovery on account of such Claim from the third party and under the Plan exceeds the total amount of such Claim. The failure of such holder to timely repay or return such distribution shall result in the holder owing the Reorganized Debtors or the Settlement Trust annualized interest at the Federal Judgment Rate on such amount owed for each Business Day after the fourteen-day grace period specified above until the amount is repaid.

2. Claims Payable by Third Parties

No distributions under the Plan shall be made on account of an Allowed Claim that is payable pursuant to one of the Debtors' Insurance Contract until the holder of such Allowed Claim has exhausted all remedies with respect to such Insurance Contracts; *except* that the foregoing sentence shall not apply to any Indemnification Obligations. To the extent that one or more of the Debtors' Insurers agrees to satisfy in full or in part a Claim (if and to the extent adjudicated by a court of competent jurisdiction or otherwise settled by the Insurer), then immediately upon such Insurers' agreement, the applicable portion of such Claim may be expunged without a Claim objection having to be Filed and without any further notice to or action, order, or approval of the Court; *provided* that the Debtors shall provide 21 days' notice to the holder of such Claim prior to any disallowance of such Claim during which period the holder may object to such disallowance, and if the parties cannot reach an agreed resolution, the matter shall be decided by the Court.

3. Applicability of Insurance Contracts

Except as otherwise provided in the Plan, distributions to holders of Allowed Claims shall be in accordance with the provisions of any applicable Insurance Contract. Nothing contained in the Plan shall constitute or be deemed a waiver of any Cause of Action that the Debtors or any Entity may hold against any other Entity, including Insurers under any Insurance Contract, nor shall anything contained herein constitute or be deemed a waiver by such Insurers of any defenses, including coverage defenses, held by such Insurers.

I. *Distributions on Account of Subordinated Claims*

The allowance, classification, and treatment of all Allowed Claims and Allowed Interests and the respective distributions on account thereof take into account and conform to the relative priority and rights of the Claims and Interests in each Class in connection with any contractual, legal, and equitable subordination rights relating thereto, whether arising under general principles of equitable subordination, section 510(b) of the Bankruptcy Code, or otherwise. Pursuant to section 510 of the Bankruptcy Code, the Debtors or Reorganized Debtors reserve the right to re-classify any Allowed Claim in accordance with any contractual, legal, or equitable subordination relating thereto. Notwithstanding the foregoing, the Plan shall be without prejudice to the contractual, legal, or equitable subordination rights (if any) in favor of any holder of any Allowed Claim, and any holder of any Allowed Claim (if any) subject to any such contractual, legal, or equitable subordination shall remit any distribution on account of such Claim to which such holder's Claim is subordinated in accordance with and to the extent required under any applicable contractual, legal, or equitable subordination obligation.

J. *Return or Turnover of Unauthorized Distributions*

Through and including the Final Effective Date, any Entity that receives any property from the Debtors other than as contemplated and authorized by the Plan will promptly, upon notice of such unauthorized distribution or transfer, (1) return such property to the Debtors or (2) transfer such property to the proper recipient thereof pursuant to the Plan, as directed by the Debtors.

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

A. *Allowance of Claims*

After the Initial Effective Date, each of the Debtors, the Reorganized Debtors, and the Settlement Trust (solely with respect to General Unsecured Claims) shall have and retain any and all rights and defenses any Debtor had with respect to any Claim immediately before the Initial Effective Date. Except as expressly provided in the Plan or in any order entered in the Chapter 11 Cases before the Initial Effective Date (including the Confirmation Order), no Claim shall become an Allowed Claim unless and until such Claim is deemed Allowed under the Plan or the Bankruptcy Code, or the Court has entered a Final Order, including the Confirmation Order (when it becomes a Final Order), in the Chapter 11 Cases allowing such Claim.

B. *Claims and Interests Administration Responsibilities*

Except as otherwise specifically provided in the Plan and notwithstanding any requirements that may be imposed pursuant to Bankruptcy Rule 9019, after the Initial Effective Date, the Debtors and the Reorganized Debtors (with respect to all Claims that are not General Unsecured Claims) or the Settlement Trust (solely with respect to General Unsecured Claims), by order of the Court, shall have the sole authority: (1) to File, withdraw, or litigate to judgment objections to Claims; (2) to settle or compromise any Disputed Claim without any further notice to or action, order, or approval by the Court; and (3) to administer and adjust the Claims Register to reflect any such settlements or compromises without any further notice to or action, order, or approval by the Court.

C. *Estimation of Claims*

Before or after the Initial Effective Date, the Debtors, the Reorganized Debtors, or the Settlement Trust (solely with respect to General Unsecured Claims) may (but are not required to) at any time request that the Court estimate any Disputed Claim or Disputed Interest that is contingent or unliquidated pursuant to section 502(c) of the Bankruptcy Code for any reason, regardless of whether any party previously has objected to such Claim or whether the Court has ruled on any such objection, and the Court shall retain jurisdiction to estimate any such Claim, including during the litigation of any objection to any Claim or during the appeal relating to such objection. Notwithstanding any provision otherwise in the Plan, a Claim that has been expunged from the Claims Register, but that either is subject to appeal or has not been the subject of a Final Order, shall be deemed to be estimated at zero

dollars, unless otherwise ordered by the Court. In the event that the Court estimates any Disputed, contingent, or unliquidated Claim, that estimated amount shall constitute a maximum limitation on such Claim for all purposes under the Plan (including for purposes of distributions), and the relevant Debtor may elect to pursue any supplemental proceedings to object to any ultimate distribution on such Claim. If the estimated amount constitutes a maximum limitation on such Claim, the Debtors, the Reorganized Debtors, or the Settlement Trust, as applicable, may elect to pursue any supplemental proceedings to object to any ultimate distribution on account of such Claim. Notwithstanding section 502(j) of the Bankruptcy Code, in no event shall any holder of a Claim that has been estimated pursuant to section 502(c) of the Bankruptcy Code or otherwise be entitled to seek reconsideration of such estimation unless such holder has Filed a motion requesting the right to seek such reconsideration on or before 21 days after the date on which such Claim is estimated. All of the aforementioned Claims and objection, estimation, and resolution procedures are cumulative and not exclusive of one another. Claims may be estimated and subsequently compromised, settled, withdrawn, or resolved by any mechanism approved by the Court.

D. *Adjustment to Claims Without Objection*

Any Claim that has been paid or satisfied, or any Claim that has been amended or superseded, may be adjusted or expunged on the Claims Register by the Debtors, the Reorganized Debtors, or the Settlement Trust without a Claims objection having to be Filed and without any further notice to or action, order, or approval of the Court.

E. *Time to File Objections to Claims*

Any objections to Claims shall be Filed on or before the Claims Objection Deadline.

F. *Disallowance of Claims*

Any Claims held by Entities from which property is recoverable under section 542, 543, 550, or 553 of the Bankruptcy Code or that is a transferee of a transfer avoidable under section 522(f), 522(h), 544, 545, 547, 548, 549, or 724(a) of the Bankruptcy Code, shall be deemed Disallowed pursuant to section 502(d) of the Bankruptcy Code, and holders of such Claims may not receive any distributions on account of such Claims until such time as such Causes of Action against that Entity have been settled or a Court order with respect thereto has been entered and all sums due, if any, to the Debtors by that Entity have been turned over or paid to the Debtors, the Reorganized Debtors, or the Settlement Trust, as applicable. All Proofs of Claim Filed on account of an indemnification obligation to a director, officer, or employee shall be deemed satisfied and expunged from the Claims Register as of the Initial Effective Date to the extent such indemnification obligation is assumed (or honored or reaffirmed, as the case may be) pursuant to the Plan, without any further notice to or action, order, or approval of the Court.

Except as provided herein or otherwise agreed, any and all Proofs of Claim filed after the Claims Bar Date shall be deemed Disallowed and expunged as of the Initial Effective Date without any further notice to or action, order, or approval of the Court, and holders of such Claims may not receive any distributions on account of such Claims, unless on or before the Confirmation Hearing such late Filed Claim has been deemed timely Filed by a Final Order.

G. *Amendments to Claims*

On or after the Initial Effective Date, except as provided in the Plan or the Confirmation Order, a Claim may not be Filed or amended without the prior authorization of the Court and the Reorganized Debtors (solely with respect to General Unsecured Claims, the Settlement Trust) and any such new or amended Claim Filed shall be deemed Disallowed in full and expunged without any further action, order, or approval of the Court.

H. *No Distributions Pending Allowance*

If an objection to a Claim or portion thereof is Filed as set forth in Article VII, no payment or distribution provided under the Plan shall be made on account of such Claim or portion thereof unless and until such Disputed Claim becomes an Allowed Claim.

I. *Distributions After Allowance*

To the extent that a Disputed Claim ultimately becomes an Allowed Claim, distributions (if any) shall be made to the holder of such Allowed Claim in accordance with the provisions of the Plan. As soon as reasonably practicable after the date that the order or judgment of the Court allowing any Disputed Claim becomes a Final Order, the Reorganized Debtors or the Settlement Trust, as applicable, shall provide to the holder of such Claim the distribution (if any) to which such holder is entitled under the Plan as of the Initial Effective Date, less any previous distribution (if any) that was made on account of the undisputed portion of such Claim, without any interest, dividends, or accruals to be paid on account of such Claim unless required under applicable bankruptcy law or as otherwise provided in Article III.B.

**ARTICLE VIII.
SETTLEMENT, RELEASE, INJUNCTION, AND RELATED PROVISIONS**

A. *Compromise and Settlement of Claims, Interests, and Controversies*

Except as otherwise adjudicated by the Court with respect to any Claims, Interests, or controversies in connection with Confirmation, pursuant to section 1123 of the Bankruptcy Code and Bankruptcy Rule 9019 and in consideration for the distributions and other benefits provided pursuant to the Plan, the provisions of the Plan shall constitute a good-faith compromise and settlement of all Claims, Interests, and controversies relating to the contractual, legal, and subordination rights that a holder of a Claim or Interest may have with respect to any Allowed Claim or Interest, or any distribution to be made on account of such Allowed Claim or Interest. The entry of the Confirmation Order shall constitute the Court's approval of the compromise or settlement of all such Claims, Interests, and controversies, as well as a finding by the Court that such compromise or settlement is in the best interests of the Debtors, their Estates, and holders of Claims and Interests and is fair, equitable, and reasonable. In accordance with the provisions of the Plan, pursuant to Bankruptcy Rule 9019, without any further notice to or action, order, or approval of the Court, after the Initial Effective Date, the Reorganized Debtors or the Settlement Trust (solely with respect to General Unsecured Claims) may compromise and settle Claims against, and Interests in, the Debtors and their Estates and any Cause of Action other than any Cause of Action released pursuant to the Plan against other Entities. Without limiting the foregoing, the Plan shall constitute a good-faith compromise and settlement of (a) all Claims, Causes of Action, and controversies asserted or otherwise raised by the Committee against any of the Released Parties, and (b) any and all Claims, Causes of Action, and controversies related to the valuation of and allocation of value among the encumbered assets and unencumbered assets held by the Debtors, including, in each case for the avoidance of doubt, in connection with the Standing Motion or the Committee Plan. On the Initial Effective Date, the Standing Motion shall be withdrawn with prejudice.

B. *Discharge of Claims and Termination of Interests*

Pursuant to section 1141(d) of the Bankruptcy Code, and except as otherwise specifically provided in the Plan or in any contract, instrument, or other agreement or document created pursuant to the Plan, the distributions, rights, and treatment that are provided in the Plan shall be in complete satisfaction, discharge, and release, effective as of (a) the Initial Effective Date, with respect to General Unsecured Claims, or (b) otherwise, the Final Effective Date, of Claims (including any intercompany claims resolved or compromised after the Initial Effective Date by the Reorganized Debtors), Interests, and Causes of Action of any nature whatsoever, including any interest accrued on Claims or Interests from and after the Petition Date, whether known or unknown, against, liabilities of, liens on, obligations of, rights against, and interests in, the Debtors or any of their assets or properties, regardless of whether any property shall have been distributed or retained pursuant to the Plan on account of such Claims and Interests, including demands, liabilities, and Causes of Action that arose before the Final Effective Date, any contingent or non-contingent liability on account of representations or warranties issued on or before the Initial Effective Date, and all debts of the kind specified in sections 502(g), 502(h), or 502(i) of the Bankruptcy Code, in each case whether or not: (a) a Proof of Claim based upon such debt or right is Filed or deemed Filed pursuant to section 501 of the Bankruptcy Code; (b) a Claim or Interest based upon such debt, right, or Interest is Allowed pursuant to section 502 of the Bankruptcy Code; or (c) the holder of such a Claim or Interest has accepted the Plan. Any default or "event of default" by the Debtors or Affiliates with respect to any Claim or Interest that existed immediately before or on account of the Filing of the Chapter 11 Cases shall be deemed cured (and no longer continuing) as of the Final

Effective Date. The Confirmation Order shall be a judicial determination of the discharge of all Claims and Interests subject to the Initial Effective Date or the Final Effective Date (as applicable) occurring.

C. *Term of Injunctions or Stays*

Unless otherwise provided herein or in a Final Order, all injunctions or stays arising under or entered during the Chapter 11 Cases under section 362 of the Bankruptcy Code or otherwise and in existence on the Confirmation Date, shall remain in full force and effect until the later of the Final Effective Date and the date set forth in the order providing for such injunction or stay.

D. *Release of Liens*

Except as otherwise specifically provided in the Plan, the Exit Facility Documents (including in connection with any mortgage, deed of trust, Lien, pledge, or other security interest that shall be continued, amended, or extended with respect to the Reorganized Debtors' assets, as set forth under the Exit Facility Documents), or in any contract, instrument, release, or other agreement or document created pursuant to the Plan, on the Final 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 Final Effective Date, all mortgages, deeds of trust, Liens, pledges, or other security interests against any property of the Estates shall be fully released and discharged, and all of the right, title, and interest of any holder of such mortgages, deeds of trust, Liens, pledges, or other security interests shall revert to the Reorganized Debtors and their successors and assigns, in each case, without any further approval or order of the Court and without any action or Filing being required to be made by the Debtors. In addition, subject to the occurrence of the Final Effective Date, and except for those mortgages, deeds of trust, Liens, pledges, and other security interests in the assets retained by the Reorganized Debtors being maintained under the Exit Facility Documents, the First Lien Agent and the Second Lien Agent shall execute and deliver all documents reasonably requested by the Debtors, Reorganized Debtors, or administrative agent(s) for the Exit Facility to evidence the release of such mortgages, deeds of trust, Liens, pledges, and other security interests and shall authorize the Reorganized Debtors to file UCC-3 termination statements (to the extent applicable) with respect thereto. For the avoidance of doubt, all expenses incurred by the First Lien Agent or the Second Lien Agent in connection with the foregoing shall be paid or reimbursed by the Reorganized Debtors.

E. *Debtor Release*

Pursuant to section 1123(b) of the Bankruptcy Code, and except as otherwise specifically provided in the Plan, on and after the Initial Effective Date (or, as to Claims or Causes of Action set forth herein arising after the Initial Effective Date and on or before the Final Effective Date, the Final Effective Date), the Released Parties are deemed expressly, unconditionally, generally, and individually and collectively, acquitted, released and discharged by the Debtors, the Reorganized Debtors, and the Estates, each on behalf of itself and its predecessors, successors and assigns, subsidiaries, affiliates, current and former officers, directors, principals, shareholders, members, partners, employees, agents, advisory board members, financial advisors, attorneys, accountants, investment bankers, consultants, representatives, management companies, fund advisors and other professionals, from any and all Claims, obligations, rights, suits, damages, Causes of Action, remedies and liabilities whatsoever, including any derivative claims asserted or assertable on behalf of the Debtors, any Claims asserted or assertable on behalf of any holder of any Claim against or Interest in the Debtors and any Claims asserted or assertable on behalf of any other entity, whether known or unknown, foreseen or unforeseen, matured or unmatured, existing or hereinafter arising, in law, equity, contract, tort or otherwise, by statute or otherwise, that such releasing party (whether individually or collectively), ever had, now has or hereafter can, shall or may have, based on or relating to, or in any manner arising from, in whole or in part, the Debtors, the Debtors' restructuring efforts, the Debtors' intercompany transactions (including dividends paid), any preference or avoidance claim pursuant to sections 544, 547, 548, and 549 of the Bankruptcy Code, the purchase, sale or rescission of the purchase or sale of, or any other transaction relating to any security of the Debtors, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is affected by or classified in the Plan, the business or contractual arrangements between the Debtors, on the one hand, and the First Lien Agent, the First Lien Secured Parties, the Second

Lien Agent, the Second Lien Lenders, each of the Sponsors, or the Backstop Parties, on the other hand, the restructuring of Claims and Interests before or during the Restructuring Transactions implemented by the Plan or any other transaction or other arrangement with the Debtors whether before or during the Restructuring Transactions, the negotiation, formulation or preparation of the Restructuring Transactions, the Restructuring Support Agreement, the Plan Support Agreement, the Exit Facility Credit Agreement, the Plan, the Plan Supplement, the Disclosure Statement or any related agreements, any asset purchase agreement, instruments or other documents (including, for the avoidance of doubt, providing any legal opinion requested by any entity regarding any transaction, contract, instrument, document, or other agreement contemplated by the Plan or the reliance by any Released Party on the Plan or the Confirmation Order in lieu of such legal opinion) created or entered into in connection with the Restructuring Support Agreement, the Plan Support Agreement, the Disclosure Statement, the Plan, the Chapter 11 Cases, the Filing of the Chapter 11 Cases, the pursuit of Confirmation, the pursuit of Consummation, the administration and implementation of the Plan, including the issuance or distribution of Securities pursuant to the Plan, or the distribution of property under the Plan, or any other related agreement, or upon any other act or omission, transaction, agreement, event, or other occurrence taking place or arising on or before the Initial Effective Date (or, as to Claims or Causes of Action set forth herein arising after the Initial Effective Date and on or before the Final Effective Date, the Final Effective Date) related or relating to any of the foregoing, except for any act or omission that constitutes fraud, gross negligence or willful misconduct as determined by a Final Order of a court of competent jurisdiction; *provided* that nothing in the foregoing shall result in any of the Debtors' officers and directors waiving any indemnification Claims against the Debtors or any of their insurance carriers or any rights as beneficiaries of any insurance policies, which indemnification obligations and insurance policies shall be assumed by the Reorganized Debtors. Notwithstanding anything to the contrary in the foregoing, the releases set forth above do not release any post-Initial Effective Date (or, as to obligations set forth herein arising after the Final Effective Date, post-Final Effective Date) obligations of any party or Entity under the Plan, any of the Restructuring Transactions, or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan.

F. *Third Party Release*

Except as otherwise provided in the Plan, as of the Initial Effective Date (or, as to Claims or Causes of Action set forth herein arising after the Initial Effective Date and on or before the Final Effective Date, the Final Effective Date) and to the fullest extent authorized by applicable law, each Releasing Party expressly, unconditionally, generally and individually and collectively releases, acquits and discharges the Debtors, Reorganized Debtors, and Released Parties from any and all Claims, obligations, rights, suits, damages, Causes of Action, remedies and liabilities whatsoever, including any derivative Claims asserted or assertable on behalf of the Debtors, any Claims asserted or assertable on behalf of any holder of any Claim against or Interest in the Debtors and any Claims asserted or assertable on behalf of any other entity, whether known or unknown, foreseen or unforeseen, matured or unmatured, existing or hereinafter arising, in law, equity, contract, tort or otherwise, by statute or otherwise, that such Releasing Party (whether individually or collectively), ever had, now has or hereafter can, shall or may have, based on or relating to, or in any manner arising from, in whole or in part, the Debtors, the Debtors' restructuring efforts, the Debtors' intercompany transactions (including dividends paid), any preference or avoidance claim pursuant to sections 544, 547, 548, and 549 of the Bankruptcy Code, the purchase, sale or rescission of the purchase or sale of any security of the Debtors, or any other transaction relating to any security of the Debtors, or any other transaction or other arrangement with the Debtors whether before or during the Restructuring Transactions, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is affected by or classified in the Plan, the business or contractual arrangements between the Debtors, on the one hand, and the First Lien Agent, the First Lien Secured Parties, the Second Lien Agent, the Second Lien Lenders, each of the Sponsors, or the Backstop Parties, on the other hand, the restructuring of Claims and Interests before or during the Restructuring Transactions implemented by the Plan, the negotiation, formulation or preparation of the Restructuring Transactions, the Restructuring Support Agreement, the Plan Support Agreement, the Exit Facility Credit Agreement, the Plan, the Plan Supplement, the Disclosure Statement or any related agreements, any asset purchase agreement, instruments or other documents (including, for the avoidance of doubt, providing any legal opinion requested by any entity regarding any transaction, contract, instrument, document, or other agreement contemplated by the Plan or the reliance by any Released Party on the Plan or the Confirmation Order in lieu of such legal opinion) created or entered into in connection with the

Restructuring Support Agreement, the Plan Support Agreement, the Disclosure Statement, the Plan, the Chapter 11 Cases, the Filing of the Chapter 11 Cases, the pursuit of Confirmation, the pursuit of Consummation, the administration and implementation of the Plan, including the Exit Facility, the issuance or distribution of Securities pursuant to the Plan, or the distribution of property under the Plan, or any other related agreement, or upon any other act or omission, transaction, agreement, event, or other occurrence taking place or arising on or before the Initial Effective Date (or, as to Claims or Causes of Action set forth herein arising after the Initial Effective Date and on or before the Final Effective Date, the Final Effective Date) related or relating to any of the foregoing, except for any act or omission that constitutes fraud, gross negligence or willful misconduct as determined by a Final Order of a court of competent jurisdiction; *provided* that nothing in the foregoing shall result in any of the Debtors' officers and directors waiving any indemnification Claims against the Debtors or any of their insurance carriers or any rights as beneficiaries of any insurance policies, which indemnification obligations and insurance policies shall be assumed by the Reorganized Debtors. Notwithstanding anything to the contrary in the foregoing, the releases set forth above do not release any post-Initial Effective Date (or, as to obligations set forth herein arising after the Final Effective Date, post-Final Effective Date) obligations of any party or Entity under the Plan, any of the Restructuring Transactions, or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan. Notwithstanding any language herein to the contrary, nothing herein is intended or shall release any obligations arising under or that become due under the Exit Facility Documents.

G. *Exculpation*

Except as otherwise specifically provided in the Plan, no Exculpated Party shall have or incur, and each Exculpated Party is hereby released and exculpated from any Exculpated Claim; *provided* that the exculpation set forth in this paragraph shall have no effect on the liability of any entity that results from any such act or omission that is determined by a Final Order to have constituted gross negligence or willful misconduct. The Exculpated Parties have participated in any and all activities potentially underlying any Exculpated Claim in good faith and in compliance with the applicable laws.

In addition, and notwithstanding the foregoing, solely to the extent provided by section 1125(e) of the Bankruptcy Code, the Second Lien Agent and the Backstop Parties and their current and former Affiliates, and their Affiliates' current and former directors, managers, officers, principals, members, employees, equity holders, predecessors, successors and assigns, subsidiaries, managed accounts or funds, agents, advisory board members, financial advisors, partners, attorneys, accountants, investment bankers, consultants, representatives, management companies, fund advisors, and other professionals, each in their capacity as such, shall neither have, nor incur any liability to any Entity for any Exculpated Claim arising from or related to the Backstop Commitment Agreement, the Rights Offering, or the issuance or distribution of the New Common Stock; *provided* that the exculpation set forth in this paragraph shall have no effect on the liability of any Entity that results from any such act or omission that is determined in a Final Order to have constituted gross negligence or willful misconduct.

H. *Injunction*

Except as otherwise expressly provided in the Plan or for obligations issued or required to be paid pursuant to the Plan or Confirmation Order, all Entities who have held, hold, or may hold Claims or Interests that have been released pursuant to Article VIII.E or Article VIII.F of the Plan, discharged pursuant to Article VIII.B of the Plan, or are subject to exculpation pursuant to Article VIII.G of the Plan, are permanently enjoined, from and after the Initial Effective Date, from taking any of the following actions against, as applicable, the Debtors, the Non-Debtor Subsidiaries, the Reorganized Debtors, the Released Parties, or the Exculpated Parties: (a) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such Claims or Interests; (b) enforcing, attaching, collecting, or recovering by any manner or means any judgment, award, decree, or order against such Entities on account of or in connection with or with respect to any such Claims or Interests; (c) creating, perfecting, or enforcing any lien or encumbrance of any kind against such Entities or the property or the estates of such Entities on account of or in connection with or with respect to any such Claims or Interests; (d) asserting any right of setoff, subrogation, or recoupment of any kind against any

obligation due from such Entities or against the property of such Entities on account of or in connection with or with respect to any such Claims or Interests; and (e) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such claims or interests released or settled pursuant to the Plan. Notwithstanding anything to the contrary in the foregoing, the injunction does not enjoin any party under the Plan or under any document, instrument, or agreement (including those attached to the Disclosure Statement or set forth in the Plan Supplement) executed to implement the Plan from bringing an action to enforce the terms of the Plan or such document, instrument, or agreement (including those attached to the Disclosure Statement or set forth in the Plan Supplement) executed to implement the Plan. In addition, and without limiting the foregoing, from and after the Initial Effective Date, holders of General Unsecured Claims shall be permanently enjoined from taking any of the foregoing actions against the Debtors, the Non-Debtor Subsidiaries, and the Reorganized Debtors on account of such General Unsecured Claims.

I. *Protection Against Discriminatory Treatment*

Consistent with section 525 of the Bankruptcy Code and the Supremacy Clause of the U.S. 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, discriminate with respect to such a grant against, the Reorganized Debtors, or another Entity with whom the Reorganized Debtors have been associated, solely because each Debtor has been a debtor under chapter 11 of the Bankruptcy Code, has been insolvent before the commencement of the Chapter 11 Cases (or during the Chapter 11 Cases but before the Debtors are granted or denied a discharge), or has not paid a debt that is dischargeable in the Chapter 11 Cases.

J. *Recoupment*

In no event shall any holder of Claims or Interests be entitled to recoup any Claim against any claim, right, or Cause of Action of the Debtors, the Reorganized Debtors, or the Settlement Trust, 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 otherwise that such holder asserts, has, or intends to preserve any right of recoupment.

**ARTICLE IX.
CONDITIONS PRECEDENT TO CONFIRMATION
AND CONSUMMATION OF THE PLAN**

A. *Conditions Precedent to the Confirmation Date*

It shall be a condition to Confirmation of the Plan that the following conditions shall have been satisfied (or waived pursuant to the provisions of Article IX.C hereof):

1. The Confirmation Order shall have been approved by the Court in form and substance reasonably acceptable to the Debtors, the First Lien Agent, the Required Consenting Lenders, the Second Lien Steering Committee, the Sponsors, and the Committee;
2. The Confirmation Order shall, among other things:
 - a. authorize the Debtors and the Reorganized Debtors to take all actions necessary or appropriate to enter into, implement, and consummate the contracts, instruments, releases, leases, indentures, and other agreements or documents created in connection with the Plan;
 - b. approve the releases granted by the Plan, including as set forth in Article VIII; *provided* that if the Confirmation Order does not approve any of such releases, the applicable

Claims and Causes of Action that otherwise would be released by such release that is not approved shall vest in the Reorganized Debtors;

- c. decree that the provisions of the Confirmation Order and the Plan are nonseverable and mutually dependent;
- d. authorize the Reorganized Debtors to: (i) issue the New Common Stock pursuant to the exemption from registration under the Securities Act provided by section 1145 of the Bankruptcy Code; and (ii) enter into any agreements contained in the Plan Supplement (including, without limitation, the Exit Facility Documents and the Backstop Commitment Agreement);
- e. decree that the Confirmation Order shall supersede any Court orders issued prior to the Confirmation Date that may be inconsistent with the Confirmation Order;
- f. authorize the implementation of the Plan in accordance with its terms; and
- g. provide that, pursuant to section 1146 of the Bankruptcy Code, the assignment or surrender of any lease or sublease, and the delivery of any deed or other instrument or transfer order, in furtherance of, or in connection with the Plan, including any deeds, bills of sale, or assignments executed in connection with any disposition or transfer of assets contemplated under the Plan, shall not be subject to any stamp tax or similar tax.

3. The Court shall have found that adequate information and sufficient notice of the Disclosure Statement, the Plan, and the Confirmation Hearing, along with all deadlines for voting on or objecting to the Plan have been given to all relevant parties in accordance with the solicitation procedures governing such service and in substantial compliance with Bankruptcy Rules 2002(b), 3017, 3020(b), and 9019; and

4. The Plan and the Plan Supplement, including any exhibits, schedules, amendments, modifications, or supplements thereto, each in form and substance (except where otherwise provided) reasonably acceptable to the Debtors, the First Lien Agent, the Second Lien Steering Committee, and, solely with respect to the Plan and the Settlement Trust Agreement, the Committee, and, solely with respect to the Plan, the Sponsors shall have been Filed subject to the terms hereof.

B. Conditions Precedent to the Initial Effective Date

It shall be a condition to the Initial Effective Date of the Plan that the following conditions shall have been satisfied (or waived pursuant to the provisions of Article IX.D hereof):

1. The Confirmation Order shall have become a Final Order that has not been stayed or modified or vacated on appeal;
2. The Settlement Trust Unencumbered Cash, the Contingent Value Right, the Sponsor Management Fee Claims (to the extent so elected by the Committee) and the Settlement Trust Causes of Action shall have been transferred to the Settlement Trust; and
3. The Professional Fee Escrow shall have been established and funded in Cash in accordance with Article II.B.

C. Conditions Precedent to the Final Effective Date

It shall be a condition to the Final Effective Date and Consummation of the Plan that the following conditions shall have been satisfied (or waived pursuant to the provisions of Article IX.D hereof):

1. The Initial Effective Date shall have occurred;

2. The Plan shall be consistent in all material respects with the Plan Support Agreement and otherwise reasonably acceptable to the Consenting Lenders;

3. The Exit Facility Documents in form and substance consistent in all material respects with the Exit Facility Credit Agreement and acceptable to the Debtors, the First Lien Agent, and the Second Lien Agent (in consultation with the Second Lien Steering Committee) shall have been executed and delivered by all of the Entities that are parties thereto, and all conditions precedent 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 have occurred;

4. The New Organizational Documents, in form and substance acceptable to the Debtors and the Second Lien Steering Committee, in consultation with the First Lien Agent, shall, if applicable, have been duly filed with the applicable authorities in the relevant jurisdictions;

5. The Plan and the Plan Supplement, including any exhibits, schedules, amendments, modifications, or supplements thereto, and inclusive of any amendments, modifications, or supplements made after the Confirmation Date but prior to the Final Effective Date in accordance with the Article X.A of the Plan, shall each be in form and substance acceptable to the Debtors, the First Lien Agent, and the Second Lien Steering Committee;

6. All governmental and material third party approvals and consents (including written consent from each of the First Lien Agent and the Second Lien Steering Committee that it is satisfied conditions precedent requiring its consent have been satisfied), including Court approval, necessary in connection with the transactions contemplated by this Plan shall have been obtained, not be subject to unfulfilled conditions, and be in full force and effect, and all applicable waiting periods shall have expired without any action being taken or threatened by any competent authority that would restrain, prevent, or otherwise impose materially adverse conditions on such transactions;

7. All documents and agreements necessary to implement this Plan shall have (a) been tendered for delivery and (b) been effected or executed by all Entities party thereto, and all conditions precedent to the effectiveness of such documents and agreements shall have been satisfied or waived pursuant to the terms of such documents or agreements (including, without limitation, the Exit Facility Documents);

8. All conditions precedent to the issuance of the New Common Stock, other than any conditions related to the occurrence of the Final Effective Date, shall have occurred;

9. The Backstop Commitment Agreement shall not have terminated and shall be in full force and effect; and

10. The balance of the Settlement Trust Assets not previously contributed to the Settlement Trust shall have been contributed to the Settlement Trust.

D. *Waiver of Conditions*

The conditions to Confirmation of the Plan and to the Initial Effective Date and the Final Effective Date of the Plan set forth in this Article IX may be waived only by consent of the Debtors, the First Lien Agent, and the Second Lien Steering Committee, without notice, leave, or order of the Court or any formal action other than proceedings to confirm or consummate the Plan. In addition, any conditions to Confirmation of the Plan and to the Initial Effective Date and the Final Effective Date of the Plan set forth in this Article IX that relate to the Settlement Trust and the contribution of the Settlement Trust Assets thereto shall also require the consent of the Committee.

E. *Substantial Consummation*

“Substantial consummation” of the Plan, as defined in 11 U.S.C. § 1101(2), shall be deemed to occur on the Final Effective Date.

References to the effective date of the Debtors' plan contained in other documents, including pleadings Filed or orders entered in the Chapter 11 Cases, including, for the avoidance of doubt, in the Lessor Stipulations, shall be deemed to refer to the Final Effective Date.

F. *Effect of Non-Occurrence of Conditions to the Effective Dates*

If the Initial Effective Date does not occur, the Plan shall be null and void in all respects and nothing contained in the Plan or the Disclosure Statement shall: (1) constitute a waiver or release of any Claims by or Claims against or Interests in the Debtors; (2) prejudice in any manner the rights of the Debtors, any holders of a Claim or Interest or any other Entity; or (3) constitute an admission, acknowledgment, offer, or undertaking by the Debtors, any holders, or any other Entity in any respect.

Notwithstanding the occurrence of the Final Effective Date, from and after the distribution of the beneficial interests in the Settlement Trust to holders of such Allowed General Unsecured Claims (except to the extent that a holder of an Allowed General Unsecured Claim agrees to less favorable treatment), Allowed General Unsecured Claims shall be fully and finally satisfied, compromised, settled, released, and discharged. For the avoidance of doubt, the satisfaction, compromise, settlement, release, and discharge set forth in the immediately prior sentence shall not impair or prejudice the Debtors' obligations to transfer all of the Settlement Trust Assets to the Settlement Trust (or the Settlement Trust's right to enforce such obligation).

If the Final Effective Date does not occur, other than with respect to General Unsecured Claims and the releases set forth in Article VIII (to the extent provided by Article VIII), the Plan shall be null and void in all respects, and nothing contained in the Plan or the Disclosure Statement shall: (1) constitute a waiver or release of any Claims by or Claims against or Interests in the Debtors; (2) prejudice in any manner the rights of the Debtors, any holders of a Claim or Interest or any other Entity; or (3) constitute an admission, acknowledgment, offer, or undertaking by the Debtors, any holders, or any other Entity in any respect; *provided* that, notwithstanding anything to the contrary in the Plan or the Cash Collateral Order, and notwithstanding the nonoccurrence of the Final Effective Date, from and after the Initial Effective Date:

1. the Debtors' obligation to transfer all of the Settlement Trust Assets to the Settlement Trust shall be preserved and shall not be affected in any way, and such obligation shall be an Allowed Administrative Claim;
2. the Debtors' obligation to transfer all of the Settlement Trust Assets to the Settlement Trust shall have priority over any obligation of the Debtors to make any distribution on account of Second Lien Claims until all of the Settlement Trust Assets are transferred to the Settlement Trust;
3. the net proceeds (after payment of reasonable transaction costs, and, to the extent such proceeds are from the sale of encumbered assets, payment in full in Cash of the First Lien Secured Claims) distributed under any future plan or liquidation shall first be paid to the Settlement Trust up to the full amount of the Settlement Trust Cash Amount; and
4. no holder of any Second Lien Claim shall have any recourse on account of its Second Lien Claims against the Settlement Trust, the Settlement Trust Assets, and, to the extent necessary to fund the transfer of the Settlement Trust Assets to the Settlement Trust, other assets of the Debtors' Estates;

and each of the foregoing four (4) clauses and Article VI.J of the Plan shall be effective and enforceable and deemed binding upon the Debtors, the Reorganized Debtors, any and all holders of Second Lien Claims, and the Second Lien Agent.

G. *First Lien Secured Parties' Fees and Expenses*

On the Initial Effective Date, the Debtors shall pay in full in Cash, to the extent still outstanding and not previously paid, the reasonable and documented fees, expenses, and disbursements of the First Lien Secured Parties (including, but not limited to, contractual agency fees and the reasonable fees, disbursements, and other charges of

counsel and third-party consultants, including financial consultants and auditors) (the “First Lien Fees and Expenses”) incurred through the Initial Effective Date, and on the Final Effective Date the Reorganized Debtors shall pay in full in Cash, to the extent still outstanding and not previously paid, the First Lien Fees and Expenses incurred through the Final Effective Date, including as it may relate to the preparation and documentation of the Exit Facility.

H. *Second Lien Secured Parties’ Fees and Expenses*

On the Initial Effective Date, the Debtors shall pay in full in Cash, to the extent still outstanding and not previously paid, the reasonable and documented fees, expenses, and disbursements of the Second Lien Secured Parties (including, but not limited to, contractual agency fees and the reasonable fees, disbursements, and other charges of counsel and third-party consultants, including financial consultants and auditors) (the “Second Lien Fees and Expenses”) incurred through the Initial Effective Date, and on the Final Effective Date the Reorganized Debtors shall pay in full in Cash, to the extent still outstanding and not previously paid, the Second Lien Fees and Expenses incurred through the Final Effective Date, which payment shall be deemed to satisfy in full the Second Lien Adequate Protection Claim.

I. *Senior Notes Indenture Trustee’s Fees and Expenses*

On the Final Effective Date or as soon as reasonably practicable after at least 14 days’ notice and opportunity to review and object, the Debtors shall pay in full in Cash, to the extent still outstanding and not previously paid, the reasonable and documented fees, expenses, and disbursements of the Senior Notes Indenture Trustee (including, but not limited to, contractual agency fees and the reasonable fees, disbursements, and other charges of counsel and third-party consultants, including financial consultants and auditors) (the “Senior Notes Fees and Expenses”) incurred through the Final Effective Date up to an aggregate amount of \$1.5 million. In no event will the Debtors or Reorganized Debtors pay any Senior Notes Fees and Expenses in an aggregate amount of more than \$1.5 million.

**ARTICLE X.
MODIFICATION, REVOCATION, OR WITHDRAWAL OF THE PLAN**

A. *Modification and Amendments*

Subject to the limitations contained herein, the Debtors reserve the right to modify the Plan (*provided* that such modifications are in form and substance acceptable to the First Lien Agent and the Second Lien Steering Committee, and, to the extent such modification may impact recoveries to holders of General Unsecured Claims, the Committee and the Settlement Trust, as applicable, and to the extent such modification modifies the definition of “Released Parties” or Article VIII of the Plan, the Sponsors) and seek Confirmation consistent with the Bankruptcy Code and, as appropriate, not resolicit votes on such modified Plan. Subject to certain restrictions and requirements set forth in section 1127 of the Bankruptcy Code and Bankruptcy Rule 3019 and those restrictions on modifications set forth in the Plan, the Debtors expressly reserve their rights to alter, amend, or modify materially the Plan (*provided* that such alterations, amendments, or modifications are in form and substance acceptable to the the First Lien Agent and the Second Lien Steering Committee) with respect to the Debtors, one or more times, after Confirmation, and, to the extent necessary, may initiate proceedings in the Court to so alter, amend, or modify the Plan, or remedy any defect or omission, or reconcile any inconsistencies in the Plan, the Disclosure Statement, or the Confirmation Order, in such matters as may be necessary to carry out the purposes and intent of the Plan.

B. *Effect of Confirmation on Modifications*

Entry of the Confirmation Order shall mean that all modifications or amendments to the Plan occurring after the solicitation thereof are approved pursuant to section 1127(a) of the Bankruptcy Code and do not require additional disclosure or resolicitation under Bankruptcy Rule 3019.

C. *Revocation or Withdrawal of the Plan*

The Debtors reserve the right to revoke or withdraw the Plan prior to the Confirmation Date; *provided that* the Plan shall not be withdrawn prior to the Initial Effective Date without the consent of the Committee. If the Debtors revoke or withdraw the Plan, or if Confirmation and Consummation does not occur, then: (1) the Plan shall be null and void in all respects; (2) any settlement or compromise embodied in the Plan (including the fixing or limiting to an amount certain of any Claim or Interest or Class of Claims or Interests), assumption or rejection of Executory Contracts or Unexpired Leases effected by the Plan, and any document or agreement executed pursuant to the Plan, shall be deemed null and void; and (3) nothing contained in the Plan shall: (i) constitute a waiver or release of any Claims or Interests; (ii) prejudice in any manner the rights of the Debtors or any other Entity, including the holders of Claims or the Non-Debtor Subsidiaries; or (iii) constitute an admission, acknowledgement, offer, or undertaking of any sort by the Debtors or any other Entity, including the Non-Debtor Subsidiaries.

D. *Transaction Modifications After the Initial Effective Date*

Notwithstanding anything in the Plan or the Confirmation Order to the contrary, from and after the Initial Effective Date, the Debtors or the Reorganized Debtors, as applicable, and the Second Lien Steering Committee may alter or modify any of the Restructuring Transactions not previously consummated, including by determining to sell additional assets (including all or substantially all assets) of the Debtors or the Reorganized Debtors, as applicable, or by paying the First Lien Secured Claims in full in Cash, subject to the consent of the Settlement Trust to the extent such alteration or modification may impact recoveries to holders of General Unsecured Claims. In the event any such asset sales are consummated, such sales, including the distribution of any proceeds thereof, shall be governed by the provisions of the Plan (including the Debtors' obligations to transfer all of the Settlement Trust Assets to the Settlement Trust) and applicable non-bankruptcy law.

E. *Modification, Amendment, Waiver, Revocation, or Withdrawal of Plan Governed by Global Settlement Stipulation*

To the extent any provision of the Plan relating to its modification, amendment, waiver, revocation, or withdrawal is inconsistent with Paragraph 6 of the Global Settlement Stipulation, the Global Settlement Stipulation shall govern.

F. *No Avoidance of Transactions After the Initial Effective Date*

Notwithstanding anything in the Plan or the Confirmation Order to the contrary, from and after the Initial Effective Date, in consideration of, among other things, the releases provided in Article VIII.E and F of the Plan which are binding as of the Initial Effective Date, (1) the transfer of each of the Settlement Trust Unencumbered Cash, the Contingent Value Right, the Sponsor Management Fee Claims (if so elected by the Committee), and the Settlement Trust Causes of Action to the Settlement Trust, (2) the distribution of the beneficial interests in the Settlement Trust, and (3) any other Restructuring Transactions consummated in connection with the Initial Effective Date shall not be subject, in whole or in part, to avoidance, reversal, or unwinding under any theory of law or equity.

**ARTICLE XI.
RETENTION OF JURISDICTION**

Notwithstanding the entry of the Confirmation Order and the occurrence of either the Initial Effective Date or the Final Effective Date, on and after the Initial Effective Date and the Final Effective Date, the Court shall retain jurisdiction over the Chapter 11 Cases and all matters, arising out of, or related to, the Chapter 11 Cases and the Plan, including jurisdiction to:

1. Allow, Disallow, determine, liquidate, classify, estimate, or establish the priority, Secured or unsecured status, or amount of any Claim or Interest, including the resolution of any request for payment of any Administrative Claim and the resolution of any and all objections to the Secured or unsecured status, priority, amount, or allowance of Claims or Interests;

2. decide and resolve all matters related to the granting and denying, in whole or in part, any applications for allowance of compensation or reimbursement of expenses to Professionals authorized pursuant to the Bankruptcy Code or the Plan;

3. resolve any matters related to: (a) the assumption and assignment or rejection of any Executory Contract or Unexpired Lease to which a Debtor is a party or with respect to which a Debtor may be liable in any manner and to hear, determine, and, if necessary, liquidate, any Claims arising therefrom, including Claims related to the rejection of an Executory Contract or Unexpired Lease, Cure Costs pursuant to section 365 of the Bankruptcy Code, or any other matter related to such Executory Contract or Unexpired Lease; (b) the Reorganized Debtors amending, modifying, or supplementing, after the Confirmation Date, pursuant to Article V hereof, any Executory Contracts or Unexpired Leases to the list of Executory Contracts and Unexpired Leases to be assumed and assigned or rejected or otherwise; and (c) any dispute regarding whether a contract or lease is or was executory or expired;

4. ensure that distributions to holders of Allowed Claims and Interests are accomplished pursuant to the provisions of the Plan;

5. adjudicate, decide, or resolve any motions, adversary proceedings, contested, or litigated matters, and any other matters, and grant or deny any applications involving a Debtor that may be pending on the Initial Effective Date or the Final Effective Date;

6. adjudicate, decide, or resolve any and all matters related to Causes of Action, to the extent permitted by applicable non-bankruptcy law;

7. adjudicate, decide, or resolve any and all matters related to section 1141 of the Bankruptcy Code;

8. enter and implement such orders as may be necessary or appropriate to execute, implement, or consummate the provisions of the Plan and all contracts, instruments, releases, indentures, and other agreements or documents created in connection with the Plan or the Disclosure Statement;

9. enter and enforce any order for the sale of property pursuant to sections 363, 1123, or 1146(a) of the Bankruptcy Code;

10. resolve any cases, controversies, suits, disputes, or Causes of Action that may arise in connection with the Consummation, interpretation, or enforcement of the Plan or any Entity's obligations incurred in connection with the Plan;

11. 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 Consummation or enforcement of the Plan;

12. resolve any cases, controversies, suits, disputes, or Causes of Action with respect to the settlements, compromises, discharges, releases, injunctions, exculpations, and other provisions contained in Article VIII hereof and enter such orders as may be necessary or appropriate to implement such releases, injunctions, and other provisions;

13. resolve any cases, controversies, suits, disputes, or Causes of Action with respect to the repayment or return of distributions and the recovery of additional amounts owed by the holder of a Claim or Interest for amounts not timely repaid pursuant to Article VI.H.1 hereof;

14. enter and implement such orders as are necessary or appropriate if the Confirmation Order is for any reason modified, stayed, reversed, revoked, or vacated;

15. determine any other matters that may arise in connection with or relate to the Plan, the Disclosure Statement, the Confirmation Order, the Settlement Trust (or administration thereof) or the Plan Supplement;

16. adjudicate any and all disputes arising from or relating to distributions under the Plan or any transactions contemplated therein, including, without limitation, distributions under the Settlement Trust;

17. consider any modifications of the Plan, to cure any defect or omission, or to reconcile any inconsistency in any Court order, including the Confirmation Order;

18. determine requests for the payment of Claims and Interests entitled to priority pursuant to section 507 of the Bankruptcy Code;

19. hear and determine matters concerning state, local, and federal taxes in accordance with sections 346, 505, and 1146 of the Bankruptcy Code;

20. hear and determine all disputes involving the existence, nature, or scope of the release provisions set forth in the Plan, including any dispute relating to any liability arising out of the termination of employment or the termination of any employee or retiree benefit program, regardless of whether such termination occurred prior to or after the Initial Effective Date or the Final Effective Date;

21. enforce all orders previously entered by the Court;

22. hear any other matter not inconsistent with the Bankruptcy Code;

23. enter an order concluding or closing the Chapter 11 Cases;

24. enforce all orders previously entered by the Court, resolve any cases, controversies, suits, or disputes that may arise in connection with the consummation, interpretation, or enforcement of any contract, instrument, release, or other agreement or document that is entered into or delivered pursuant thereto or any Entity's rights arising from or obligations incurred in connection with the Plan or such documents; and

25. enforce the injunction, release, and exculpation provisions set forth in Article VIII hereof.

As of the Final Effective Date, notwithstanding anything in this Article XI to the contrary, the Exit Facility Documents shall be governed by the respective jurisdictional provisions therein.

ARTICLE XII. MISCELLANEOUS PROVISIONS

A. *Immediate Binding Effect*

Subject to Article IX.A hereof and notwithstanding Bankruptcy Rules 3020(e), 6004(h), or 7062 or otherwise, upon the occurrence of the Initial Effective Date or the Final Effective Date, as applicable, the terms of the Plan, the final versions of the documents contained in the Plan Supplement, and the Confirmation Order shall be immediately effective and enforceable and deemed binding upon the Debtors, the Reorganized Debtors, or the Settlement Trust, as applicable, and any and all holders of Claims or Interests (regardless of whether such Claims or Interests are deemed to have accepted or rejected the Plan), all Entities that are parties to or are subject to the settlements, compromises, releases, and injunctions described in the Plan, each Entity acquiring property under the Plan or the Confirmation Order, and any and all non-Debtor parties to Executory Contracts and Unexpired Leases with the Debtors. All Claims and debts shall be as fixed, adjusted, or compromised, as applicable, pursuant to the Plan regardless of whether any holder of a Claim or debt has voted on the Plan.

B. *Additional Documents*

On or before the Final Effective Date, the Debtors may File with the Court such agreements and other documents as may be necessary or appropriate to effectuate and further evidence the terms and conditions of the Plan. The Debtors and all holders of Claims or Interests receiving distributions pursuant to the Plan and all other

parties in interest shall, from time to time, prepare, execute, and deliver any agreements or documents and take any other actions as may be necessary or advisable to effectuate the provisions and intent of the Plan.

C. *Dissolution of the Committee*

The Committee shall continue for all purposes until the occurrence of the Initial Effective Date. On the Initial Effective Date, the Committee shall dissolve; *provided* that following the Initial Effective Date, the Committee shall continue to have standing and a right to be heard with respect to Fee Claims and/or applications for Accrued Professional Compensation by the Committee's professionals; *provided further* that the Settlement Trust shall accede to the rights of the Committee with respect to the Global Settlement Stipulation, including, but not limited to, Paragraph 14 thereof consistent with Article IV.C of the Plan.

Upon the dissolution of the Committee, the current and former members of the Committee and their officers, employees, counsel, advisors and agents shall be released and discharged of and from all further authority, duties, responsibilities, and obligations related to arising from and in connection with the Chapter 11 Cases, and the retention or employment of the Committee's respective attorneys, accountants, and other agents shall terminate. After the Initial Effective Date, neither the Debtors nor the Reorganized Debtors (as applicable) nor the Settlement Trust shall be responsible for paying any fees or expenses incurred after the Initial Effective Date by the members of or advisors to the Committee, and neither the Debtors nor the Reorganized Debtors shall be responsible for paying any fees or expenses incurred by the trustee(s) of or advisors to the Settlement Trust (without limiting the Debtors' obligation to transfer the Settlement Trust Assets to the Settlement Trust).

D. *Certain Governmental Matters*

Nothing in the Confirmation Order or the Plan 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 Initial Effective Date; (c) any police or regulatory liability to a Governmental Unit that any entity would be subject to as the post-Initial 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 shall 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 is not a Releasing Party under Article VIII.F of the Plan and 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, Interior consents to the Reorganized Debtors' assumption of the Debtors' interests in the Federal Leases subject to the following: (i) the Debtors shall not abandon or otherwise reject any of the Federal Leases pursuant to the Plan; (ii) the Debtors and/or Reorganized Debtors will obtain any necessary consents from any Indian Landowner, as applicable; (iii) except for those Federal Leases set forth in Exhibit H-3 of the Plan Supplement, the Plan does not assign, sell or transfer any Federal Lease to any entity other than the Reorganized Debtors and no purported assignment, sale or transfer of a Federal Lease under the Plan shall be effective without the express prior consent of Interior (and Indian Landowner, if applicable); (iv) the Reorganized Debtors (including any transferee) shall assume and succeed to all financial assurance, bonding, maintenance, plugging and abandonment, decommissioning and other regulatory requirements and obligations under the Federal Leases; and (v) all existing defaults under the Federal Leases, including without limitation, any outstanding rents or royalties known to date, plus any accrued and unpaid interest lawfully chargeable, must be cured (or assumed, to the extent appropriate) by the Initial Effective Date. The Reorganized Debtors retain all rights of the Debtors to challenge any determinations related to the Federal Leases; *provided* that any challenge based on a defense must be raised in the administrative review process leading to a final agency determination by Interior. As of February 10, 2017, the Debtors owe \$0 and shall cure such amount on or before the Initial Effective Date. As of the Reorganized Debtors' assumption of the Debtors' interests in the Federal Leases, all proofs of claim filed by Interior [Claim Nos. 2805, 2832, 2839, 2840, and 2844] in these chapter 11 cases (and, for the avoidance of doubt, the Bureau of Land Management), shall be deemed withdrawn; *provided* that, notwithstanding such withdrawal, Interior shall retain all rights under the previously-entered orders allowing for the sale or assumption of any federal, tribal, or Indian oil and gas leases and all applicable non-bankruptcy law, rules, and regulations.

For the avoidance of doubt, nothing in the Plan or the Confirmation Order shall discharge, release, preclude or enjoin Interior's right to perform any audit and/or compliance review on the Federal Leases, and if appropriate, collect from the Reorganized Debtors any additional monies owed by the Debtors on the Federal Leases without those rights being adversely affected by these bankruptcy proceedings. Such rights shall be preserved in full as if this bankruptcy had not occurred and the audit and/or compliance review period shall remain open for the full statute of limitations period established by the Federal Oil and Gas Royalty Simplification and Fairness Act of 1996 (30 U.S.C. Section 1701, et seq., as amended) to the extent applicable to the Federal Leases under non-bankruptcy law. The Reorganized Debtors will retain all defenses to challenge any determinations related to the Federal Leases; provided that any challenge based on a defense must be raised in the administrative review process leading to a final agency determination by Interior or in accordance with applicable non-bankruptcy law, rules, and regulations.

Further, nothing in the Plan or the Confirmation Order shall discharge, release, preclude or enjoin Interior's right to draw on any surety bond issued to support the Debtors' or the Reorganized Debtors' obligations under the Federal Leases (the "Lease Bonds"), and the Reorganized Debtors will retain all rights and defenses thereto with respect to such bonds. Any reference to the Debtors in any Lease Bonds shall be modified, if and as necessary, to mean the Reorganized Debtors upon the assumption and vesting of the Debtors' interests in the Federal Leases to the Reorganized Debtors. The Debtors and Reorganized Debtors shall execute any documents necessary to amend the Lease Bonds in a manner consistent with this paragraph.

E. *Reservation of Rights*

Prior to the Initial Effective Date, neither the Plan, any statement or provision contained in the Plan, nor any action taken or not taken by any Debtor with respect to the Plan, the Disclosure Statement, the Confirmation Order, or the Plan Supplement shall be or shall be deemed to be an admission or waiver of any rights of any Debtor with respect to the holders of Claims or Interests.

F. *Successors and Assigns*

The rights, benefits, and obligations of any Entity named or referred to in the Plan or the Confirmation Order shall be binding on, and shall inure to the benefit of any heir, executor, administrator, successor or assign, affiliate, officer, director, manager, agent, representative, attorney, beneficiaries, or guardian, if any, of each Entity.

G. *Service of Documents*

Any pleading, notice, or other document required by the Plan to be served on or delivered to the following parties shall be served on:

the Debtors: Samson Resources Corporation
Two West Second Street
Tulsa, Oklahoma 74103
Attn.: Andrew Kidd

with copies to:

Kirkland & Ellis LLP
Kirkland & Ellis International LLP
601 Lexington Avenue
New York, New York 10022
Attn.: Joshua A. Sussberg, P.C.

- and -

Kirkland & Ellis LLP
Kirkland & Ellis International LLP
300 North LaSalle Drive

Chicago, Illinois 60654
Attn.: Ross M. Kwasteniet and Brad Weiland

the First Lien Agent: Mayer Brown LLP
71 S. Wacker Drive
Chicago, Illinois 60606
Attn.: Sean T. Scott

- and -

Mayer Brown LLP
700 Louisiana Street, Suite 3400
Houston, Texas 77002
Attn.: Charles S. Kelley

the Second Lien Agent: Willkie Farr & Gallagher LLP
787 Seventh Avenue
New York, New York 10019
Attn.: Ana M. Alfonso, Weston Eguchi, and Daniel Forman

the Committee: White & Case LLP
Southeast Financial Center, Suite 4900
200 South Biscayne Boulevard
Miami, Florida 33131
Attn: Thomas E Lauria

- and -

White & Case LLP
1155 Avenue of the Americas
New York, New York 10036
Attn: J. Christopher Shore, Michele J. Meises, Thomas MacWright, and
John J. Ramirez

the Sponsors: Milbank Tweed Hadley & McCloy LLP
28 Liberty Street
New York, New York 10005
Attn.: Dennis F. Dunne, Lauren C. Doyle, and Samuel A. Khalil

the Settlement Trust: to such Person as designated in the Plan Supplement.

H. *Term of Injunctions or Stays*

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

I. *Entire Agreement*

Except as otherwise indicated, the Plan, the Confirmation Order, the Plan Supplement, and 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.

J. *Exhibits*

All exhibits and documents included in the Plan Supplement are incorporated into and are a part of the Plan as if set forth in full in the Plan. After the exhibits and documents are Filed, copies of such exhibits and documents shall be available upon written request to the Debtors' counsel at the address above or by downloading such exhibits and documents from the Debtors' restructuring website at www.GardenCityGroup.com/cases/SamsonRestructuring or the Court's website at www.deb.uscourts.gov. To the extent any exhibit or document is inconsistent with the terms of the Plan, unless otherwise ordered by the Court, the non-exhibit or non-document portion of the Plan shall control.

K. *Nonseverability of Plan Provisions*

If, prior to Confirmation, any term or provision of the Plan is held by the Court to be invalid, void, or unenforceable, the Court shall be prohibited from altering or interpreting such term or provision to make it valid or enforceable, *provided* that at the request of the Debtors, in consultation with the First Lien Agent and subject to the reasonable consent of the Second Lien Agent (in consultation with the Second Lien Steering Committee), and, to the extent such request may affect recoveries to holders of General Unsecured Claims, the Committee or the Settlement Trust, as applicable, the Court shall have the power to alter and interpret such term or provision to make it valid or enforceable to the maximum extent practicable, consistent with the original purpose of the term or provision held to be invalid, void or unenforceable, and such terms or provision shall then be applicable as altered or interpreted provided that any such alteration or interpretation shall be acceptable to the Debtors, in consultation with the First Lien Agent and subject to the reasonable consent of the Second Lien Agent (in consultation with the Second Lien Steering Committee) and, to the extent such alteration or interpretation may affect recoveries to holders of General Unsecured Claims, the Committee or the Settlement Trust, as applicable. 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: (1) valid and enforceable pursuant to its terms; (2) integral to the Plan and may not be deleted or modified without the Debtors' consent; and (3) nonseverable and mutually dependent.

L. *Votes Solicited in Good Faith*

Upon entry of the Confirmation Order, the Debtors will be deemed to have solicited votes on the Plan in good faith and in compliance with the Bankruptcy Code, and pursuant to section 1125(e) of the Bankruptcy Code, the Debtors and each of their respective Affiliates, agents, representatives, members, principals, shareholders, officers, directors, employees, advisors, and attorneys will be deemed to have participated in good faith and in compliance with the Bankruptcy Code in the offer, issuance, sale, and purchase of Securities offered and sold under the Plan and any previous plan, and, therefore, neither any of such parties or individuals or the Reorganized Debtors will have any liability for the violation of any applicable law, rule, or regulation governing the solicitation of votes on the Plan or the offer, issuance, sale, or purchase of the Securities offered and sold under the Plan and any previous plan.

M. *Closing of Chapter 11 Cases*

The Reorganized Debtors shall, promptly after the full administration of the Chapter 11 Cases, File with the Court all documents required by Bankruptcy Rule 3022 and any applicable order of the Court to close the Chapter 11 Cases.

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Respectfully submitted,

| February ~~10~~12, 2017

Samson Resources Corporation (for itself and all Debtors)

By: /s/ John Stuart

Name: John Stuart

Title: Chief Restructuring Officer and
Interim Chief Financial Officer

Exhibit A

Schedule of Federal Leases